

RECEIVED APR 27 2007

# COLLECTIVE AGREEMENT

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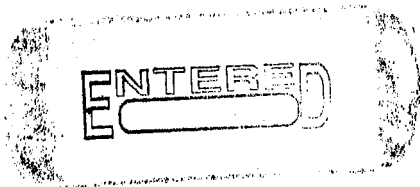
SOURCE	CO	
EFF.	2006	10
TERM.	2009	09
No. OF EMPLOYEES	96	
NOMBRE D'EMPLOYÉS	M.	

Between

*Canac Kitchens, A division of Kohler Canada Co.*

*(Hereinafter referred to as "the Company")*

and



**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION,  
"UNITED STEELWORKERS",**

**On Behalf of its Local Union 9492**

*(Hereinafter referred to as "the Union")*

13649(01)

## **Article 1 Purpose**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees, to provide the means for the prompt and equitable disposition of grievances and to establish and maintain satisfactory terms and conditions of employment for all employees who are subject to the provisions of this Agreement.
- 1.02 The Parties recognize that fair working conditions and stable, effective operations contribute to providing quality products to customers.
- 1.03 Wherever the **MALE GENDER** is used throughout the Articles within this Agreement, it is agreed that **FEMININE GENDER** is an acceptable substitute whenever or wherever the feminine gender is applicable.
- 1.04 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever or wherever the plural is, applicable.

## **Article 2 Relationship**

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent of all its employees in the Regions of York and Durham and within a 250 km radius thereof in Canada save and except forepersons, persons above the rank of foreperson, office clerical and sales staff, installers and truck drivers.
- 2.02 The Company agrees that persons outside the scope of this Collective Agreement will not perform bargaining unit work, except for purposes of training bargaining unit employees, except when engaged in experimental or developmental activity and except in cases of emergency where the Company can establish such emergency exists beyond its control.
- 2.03 The Company and the Union agree that there will be no strikes or lock-outs, as defined by the Ontario Labour Relations Act, 1995, during the life of this collective agreement. The Company shall have the right to discharge or otherwise discipline for cause employees who are found to be in breach of this Article.

- 2.04 . The parties agree to establish a labour-management committee composed of three (3) members of the Union and ~~three~~ (3) representatives of the Company, The ~~committee~~ will meet monthly for the purpose of discussing and resolving issues relating to the workplace which affect the parties or any employee bound by ~~this~~ agreement.

### **Article 3 Management Rights**

- 3.01' The Union recognizes that the management of the Company is fixed exclusively in the Company, provided the management manages ~~fairly~~ and reasonably subject to the provisions of ~~this~~ agreement and applicable laws and regulations ~~established thereunder~~ and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to make, enforce and alter, ~~from~~ time to time, reasonable rules and regulations to be observed by the employees; to direct the work ~~force~~, including the right to hire, promote, lay-off or transfer an employee, and to demote, discipline or discharge an employee but only for just cause; and to plan, direct and control plant operations such as schedules, work assignments, manufacturing methods and processes, and production and quality standards.

### **Article 4 No Discrimination**

- 4.01 The Company and the Union agree to abide by the provisions of the Ontario Human Rights Code which are hereby incorporated by reference.
- 4.02 The Company and the Union will not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, color, age, sex, sexual orientation, religion, nationality or place of origin, family relationship, place of residence or handicap.
- 4.03 Respectful Work Environment: The parties agree that all employees, both bargaining unit and management representatives should act in a professional and civil manner, irrespective of ~~any~~ personal differences which may exist (~~e.g.~~ personality conflicts, differences of opinion).
- 4.04 There will be no discipline, discrimination, interference, restraint, coercion or attempted coercion by or on behalf of the Company or on behalf of the Union regarding any employee in the exercise of any of ~~his~~ Statutory rights or rights as set forth in ~~this~~ Agreement.
- 4.05 The Company and the Union will take all reasonable steps to maintain a working environment which is ~~free~~ from sexual and/or racial harassment.
- 4.06 For the purposes of ~~this~~ article, "Sexual Harassment" includes:
- (a) Unwanted sexual attention made by a person who knows or ought reasonably to ~~know~~ that such attention is unwanted; or
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- (b) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (c) Implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- (d) Sexually oriented remarks and/or behavior which may reasonably be perceived to create a negative psychological and/or emotional environment for ~~work~~ and study

4.07 For the purpose of this Article, "racial harassment" includes engaging in a course of comment or conduct that ~~is~~ known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Company, supervisor, or a co-worker in the bargaining unit, which disrespects or causes humiliation to another employee because of ~~his/her~~ race, colour, creed, ancestry, place of origin or ethnic origin,

4.08 Where an individual has a legitimate cause for concern in relation to the above, he or she may file a formal complaint with either a designated member of the Union or management. The ~~receiving~~ party will forthwith advise the other party in writing of said complaint. For complaints against bargaining unit employees, the parties will jointly investigate the complaint and prepare a report outlining their respective or joint findings, ~~as~~ the case may be, to be completed within five working days of the filing of the complaint if possible. If the parties are unable to resolve the issue, the aggrieved employee (complainant) may initiate a grievance at Step three of the grievance procedure within five working days of the written report.

4.09 The arbitrator will impose a remedy which is designed to only affect the perpetrator insofar ~~as~~ that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment ~~will fall~~ upon the perpetrator.

4.10 EMPLOYMENT EQUITY  
The Union and the Company agree to work together in following the principles of Employment Equity, that all people regardless of race, religion, sex, sexual orientation, aboriginal status or disability are entitled to equal employment opportunities.

4.12 RESPECT FOR RELIGIOUS MINORITIES - Members of religious minority groups will have the right to absent themselves ~~from~~ working on their religious holidays without pay. The employee must advise the Company, in writing, of their specific religious affiliation as it relates to this provision and the days to be taken no less than ten (10) working days in advance.

## Article 5 Union Security and Check-off

5.01 The Company will deduct Union dues including, where applicable, initiation ~~fees~~ and assessments, on a weekly basis, ~~from~~ the wages of each employee covered by this agreement. The amount of dues will be calculated in accordance with the Union's Constitution.

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- 5.02 All dues, initiation fees and assessments will be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance will be sent to the International Secretary treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. **Box** 13083 Postal Station "A", Toronto, Ontario **M5W 1V7** in such form as will be directed by the **Union** to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance **Form** R-115 will also be sent to the Union office designated by the Area Coordinator.
- 5.03 The remittance and the R-115 form will be accompanied by a statement containing the following information:
- a) A list of the names of all bargaining unit employees from whom dues were deducted and the amount of dues deducted;
  - b) A list of ~~the~~ names of all bargaining unit employees from ~~whom~~ no deductions have been made and reasons;
  - c) This information will be sent to Union address identified in article 5.02 in such **form** as will be directed by the Union to the Company.
- 5.04 Subject to the provision herein, the **Union** will indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- 5.05 In the event that the Company is found to have violated the provisions of **this** article by an arbitrator appointed pursuant to this collective agreement, all costs of the arbitrator and disbursements will be born exclusively by the Company.

## **Article 6 Union Representation and Union Leave**

- 6.01 The Company recognizes the right of the Union to elect, select or appoint a Unit Chairperson who will be the principal Union Officer for the entire bargaining unit. The Unit chairperson will be an ex-officiomember of all committees established between the Parties.
- 6.02 The Company agrees to one fully paid **Union** officer to every 500 employees or portion thereof. The full time **Union** officer(s) cannot be laid **off**, except in the event of complete plant closure and is entitled to all provisions of **this** CBA.
- 6.03 An orientation meeting will be conducted jointly by Human Resources together with the Unit Chairperson or **his** designate, for the purpose of discussing issues of mutual commitment such **as** Respectful Workplace, health and safety, quality, and customer service. This will be considered time worked for the new hire. Such meetings will be conducted on **a** monthly basis for all new hires.
- 6.04 The Company recognizes the right of the Union to elect, select or appoint a Health and Safety/ WSIB Chairperson who will be the principal **Union** Officer for **both** Health and Safety and WSIB.
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- 6.05 The Company agrees that the Health and Safety/Workers Compensation Chairperson will be granted two hours per day paid by the Company. The Health and Safety/Workers Compensation Chairperson cannot be laid off, except in the event of a complete plant closure and is entitled to all provisions of this CBA.
- 6.06 The Company recognizes the right of the Union to select or appoint Shop Stewards at a rate of one Shop Steward for every 50 employees to represent employees covered by this CBA
- 6.07 The Company agrees that one Chief Shop Steward, will be elected, selected or appointed among all Shop Stewards. The Chief Shop Steward will be entitled to meet with the Shop Stewards one hour per week without loss of pay or seniority. The scheduling of such time will be in consultation with management. The Chief Shop Steward cannot be laid off, except in the event of a complete plant closure and is entitled to all provisions of this CBA.
- 6.08 The Company recognizes the following Union positions as persons with super-seniority and accordingly, such employees cannot be laid-off, except in the event of a complete plant closure: President, Vice-president, Recording-Secretary, Financial-Secretary, Treasurer, Inside Guard, Outside Guard, Guide and three trustees and Shop Stewards,
- 6.09 The Company agrees to recognize the Local Union President as an Official Representative of the Union where such President is not an employee of Canac. The Local Union President will have all rights and privileges otherwise afforded a Staff Representative of the Union under this CBA.
- 6.10 The Company will not be required to recognize any Union Officer until it has been notified, in writing, on Union letterhead, of the names of said persons and positions held.
- 6.11 The Company undertakes to instruct all members of its Supervisory Staff to co-operate with the Shop Stewards in the carrying out of the terms and requirements of this Agreement.
- 6.12 The Union undertakes to secure from its Officers and members their co-operation with the Company and all persons representing the Company in a Supervisory capacity.
- 6.13 If an authorized Union Representative, who is not employed by the Company wishes to speak to a Union Officer in the plant, he may do so by first obtaining permission from the Company. Such request will not be unreasonably withheld, An authorized Union Representative, who is not employed by the Company is permitted to attend meetings between the Company and the Union.
- 6.14 Shop Stewards will be permitted to leave their regular duties during working hours, with no loss of pay to investigate, process and where possible, resolve grievances and administer the Collective Agreement provided they first obtain permission of management. Such permission will not be unreasonably withheld.
- 6.15 Subject to operational requirements, employees who have been selected to work in an official capacity for the Local or International Union will be entitled to an unpaid leave of absence for the period during which they are performing their duties Such leave will not be unreasonably
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withheld. The Union will advise the Company, in writing, ten working days before the leave is to commence, stating the date of commencement and expected duration of such leave.

6.16 Employees taking leave of absence under this article will have the right to return to their previous position or in the event of an intervening lay-off, to such other position to which they may be entitled by reason of seniority in accordance with this CBA provided The Union **writes** to The Company ten (10) days prior to the date of completion of the leave of absence. The Company agrees to continue the pay of any employees absent from work due to leave of absence. The Union **will** reimburse **the** Company within 30 days of receipt of an invoice from the Company for the **gross** pay **as** well as employer contribution which is legally mandated,

6.17 The Company will grant unpaid leave to the Union's delegates or to employees designated by the Union to a **maximum** number of 16 employees at any one time, attend meetings, educational seminars, conventions and conferences of the Union under the following conditions:

- (a) That there has been a written request from the Union to this end, stating the names of the Union delegates for whom this leave was requested, the date, duration and purpose of the leave; and
- b) that such request was made at least ten (10) working days in advance;

6.18 **An** employee who is absent under Article 6 will continue to accumulate his/her seniority during his/her absence.

6.19 For the purpose of meeting with Company representatives to negotiate contract changes the Company shall pay five (**5**) members of the Union Negotiating Committee at their regular hourly rate of pay multiplied by their regularly scheduled hours per day for each meeting attended up to, but not to include, conciliation.

6.20 The Union will notify the Company in writing of the names of the employees on the Negotiating Committee.

6.21 Except **as** otherwise provided in this Agreement, it **is** agreed that the employees will not engage in Union activities during working **hours** or hold meetings at any time on the premises of the Company without the permission of the management. (renumbered from 16.04)

## **Article 7**                      **Grievance Procedure**

7.01 It is the mutual desire of the parties hereto that complaints of employees will be addressed as quickly as possible and it is generally understood that an employee has no grievance until he has first given his Supervisor an opportunity of addressing his complaint prior to pursuing a grievance under section 7.02. The employee may request a Shop steward at such discussion.

7.02 A grievance arising under this Agreement will be addressed without undue delay during working hours **as** follows:

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Step one: An employee, accompanied by a Shop Steward, will file a written grievance and meet with his immediate Supervisor, or in his absence his designate, within three (3) working days of the employee's discussion with his Supervisor. The written grievance must state the specific section(s) of this Agreement or statute referred to, which is claimed to have been violated. In no way will this provision create a bar to the arbitrability of the grievance on its merits. The Supervisor, or in his absence his designate, will provide the employee and Shop Steward with a written reply to the grievance given within two working days of such meeting.

Step two: Failing resolution of the grievance at Step one, the Shop Steward may, within three working days of receipt of the reply from Step one, refer such grievance to the Department Manager, or in his absence, his designate. The Department Manager, or in his absence his designate, will meet with the Shop Steward, and the grievor in an attempt to settle the grievance. The Department Manager, or in his absence his designate, will provide the employee, and Shop Steward with a written reply to the grievance within three (3) working days of such meeting.

Step three: In the event the grievance is not settled at Step 1 or Step 2, the Shop Steward or the Chief Shop Steward may refer the grievance to the Plant Manager, Thornhill, within five working days of the receipt of the written decision from Step two. The Plant Manager, Thornhill, or in his absence his designate, will arrange a meeting to take place within three working days. A Human Resource Representative of the Company and a Staff Representative and Unit Chairperson of the Union may be present if requested by either Party in addition to the Shop Steward and Chief Shop Steward. The grievor may be called into the meeting if called upon by either the Company or the Union. The Director of Operations, Thornhill, or in his absence his designate, will provide the Chief Shop Steward with a written reply to the grievance within three (3) working days of such meeting.

7.03 If the grievance is not settled in the first three (3) steps, then either party may refer the grievance to Arbitration within thirty (30) working days from the receipt of the Company's reply from Step three.

7.04 All decisions arrived at between the Company and the Union will be final and binding upon the Company, the Union, and the employee or employees concerned.

7.05 In the event the Company fails to respond within the time limits provided, the grievance will be deemed to have been properly advanced to the next step. In the event that the Union fails to respond within the time limits, the grievance will be considered to be abandoned. If either party's response is delayed for a reasonable period time due to circumstances beyond its control, the provisions of this section will not apply.

7.06 The Union and/or the Company will have the right to file a Group or Policy Grievance within five (5) working days of the date of the incident coming to the attention of either party. A Group or Policy Grievance concerning the application, interpretation, operation or alleged violation of the Collective Agreement or any grievance which affects a number of employees or a matter arising directly between the Union and the Company will be filed at Step three of the Grievance Procedure in writing through the Chief Shop Steward.



- 8.01 Any grievance not satisfactorily settled through the grievance procedure may be referred to Arbitration in accordance with this Article.
- 8.02 Within fifteen (15) working days after notice of intent to arbitrate has been given as provided by Article 7 herein, the Company or their designate and the Union will attempt to agree to a single Arbitrator. If the parties fail to reach agreement **within** a time limit of fifteen (15) working days or **within** such longer period as they may agree upon, either or both may ask the Minister of Labour for **the** Province of Ontario to appoint an Arbitrator.
- 8.03 The Arbitrator will hear and determine the grievance and **his** or her decision will be final and binding on the parties hereto and the employees affected. The Arbitrator shall not have the power to alter, amend, modify, delete, or add to any provisions of **this** Agreement or to substitute any new provisions for any existing provisions nor give any decision inconsistent with the terms and provisions of **this** Agreement.
- 8.04 The cost of the Arbitrator will be shared equally by both parties.
- 8.05 Nothing in the CBA or in law will present a barrier to any grievance referred to Arbitration or prevent the Arbitrator having jurisdiction to hear and decide the **matter(s)** before **him** when either **Party** utilizes **the** expedited Arbitration procedure contained in **the** Ontario Labour Relations Act, as amended **from** time to time.

## Article 9 Discipline and Discharge

- 9.01 The **Company** will provide the employee and the Shop Steward with a copy of all written discipline. In all cases of discipline, the Company will only rely **on** any discipline that is in writing and has been brought to the attention of the affected employee and the Shop Steward. The Company must issue all forms of written discipline **in** the presence of a shop steward.
- 9.02 Suspensions or discharges will be filed **at** Step 3 of the Grievance Procedure within three working days of the Union **being** notified of the suspension or discharge.
- 9.03 It is clearly understood between the parties that probationary employees may be discharged for reasons less serious in nature than employees having attained proper seniority standing.
- 9.04 All disciplinary notices on an Employees Record will be removed fifteen (15) months after the date on which the discipline was imposed with the exception of suspensions that will be removed after eighteen (18) months from date of suspension. The Company agrees to purge all disciplinary notices with respect to any alleged refusal to perform overtime work on each employee's record effective date of Ratification.

## Article 10 Sick Leave

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- 10.01 Effective date of ratification, each employee will be credited with **six** (6) days per year for **the** life of the contract. A sick day is equal to **an** employee's hourly rate of pay multiplied by scheduled hours of work for the day.
- 10.02 **An** employee on sick leave for more than two (2) continuous days shall be required to produce a medical certificate **from** a physician verifying the dates of illness.
- 10.03 The Company agrees to pay the full costs all medical tests, examinations and evaluations, except Doctor's notes or documents where the **maximum** payment will be \$50.00, where **required** by employees arising out of the employment relationship of the employee.

Article 11 Seniority

11.01

- (a) The parties recognize that job opportunity and security will increase in proportion to length of service. It is therefore agreed that in cases of vacancy, promotion, demotion, transfer including temporary transfer, lay-off and recall after lay-off the senior employee, **as** defined in **this** agreement, will be entitled to preference.
- (b) In recognition, however, of the responsibility of the Company for the efficient operation of **the** Company's business, it is understood and agreed that in all cases referred to in paragraph (a) above, management will have the right to pass over any employee if it is established by the Company that the employee could not fulfil the requirements of the job, after a thirty work day training period. This period may be extended by mutual agreement of the Company and the Union.
- (c) The Parties agree that for the positions of electrician (licensed), millwright, maintenance mechanic (licensed), and shunt driver (**AZ** licensed), paragraph (a) above will apply only **to** the extent that the **employee(s)** have the skill, qualifications and ability to perform the **minimum** requirements of the **job**.

11.02 Seniority shall mean the length of service with the Company from the date of last hiring by the Company and shall be on a plant wide basis.

11.03 **PROBATIONARY EMPLOYEES** - **An** employee will be considered as a probationary employee until he/she **has** attained seniority status by being employed for a total of ninety calendar days.

11.04 For the purpose of determining seniority for employees **hired** on the same day, seniority will be determined by alphabetical order with the last name **of** the employees.

11.05 **LOSS OF SENIORITY**

(a) An employee will lose his/her seniority standing and **the** employment relationship will **be** terminated for any one of the following reasons:

- (i) if the employee voluntarily quits;
- (ii) if the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;

(b) **An** employee will lose his/her seniority standing **for** any one of the following reasons:

- (i) if the employee **is** laid off and **fails** to return to work without reasonable excuse within five **(5)** work days after he/she has been notified to do so by the Company by mail to his/her last **known** address (**a** copy of such notice **will** be sent to the Union);
- (ii) if the employee has been on lay-off for lack of work for a period equal to their length of service at the time of layoff or **twenty-four** consecutive months, whichever is less;
- (iii) absence **from** work for two **(2)** or more working days without notice to management and without **a** reasonable excuse;
- (iv) if an employee uses a leave of absence for reasons other than that for which the leave was granted;
- (v) if an employee fails to return to work on the expected date of return to work without reasonable excuse following an approved leave of absence.
- (vi) any absence of more than sixty months where there is no reasonable likelihood of return to work.

**11.7** In the event that an employee covered by this Agreement should be promoted to a Supervisory position beyond the scope of this Agreement and **is** later placed in a position within the scope of this Agreement within a three month period. He shall maintain but not accumulate seniority while serving in such a Supervisory capacity.

**11.8** It shall be the duty of each employee to notify the Company promptly of any change in address and/or telephone numbers. If an employee fails to do **this**, neither the Company nor the Union will be responsible for failure of **a** notice **to** reach such employee.

11.06 Seniority will be maintained and accumulated until it **is** lost under Article 11.06 above,

**11.07** For purposes of this Agreement, the absences provided by the agreement, or otherwise authorized by the Company, will not constitute an interruption of service.

**11.08** **SENIORITY LISTS AND EMPLOYEE LISTS** - For purposes of this Agreement:

- a)
    - i) a "seniority list" is a list including employee name, amount of seniority measured in accordance with this Agreement
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- ii) an "employee list" is a list which, in addition to the information contained on a seniority list, includes for each employee: address, postal code, home telephone number including area code, Social Insurance Number, and classification. It is the employee's responsibility to inform, in writing, the Company and the Union of his/her address, postal code, home telephone number including area code and Social Insurance Number. An employee list will be submitted in alphabetical order by surname.
- b) All seniority lists and employee lists will be updated February 1, May 1, August 1 and November 1 of each year, by the Company and each updated list promptly will be:
  - i) sent by mail to the Unit Chairperson or such other representatives as designated by the Union; and
  - ii) **Only** seniority lists will be made available to employees covered by **this** Agreement on the request of such employees attending at Company offices during regular business hours; and
- (c) All seniority and employee lists will be submitted in regular hard copy and electronic format, where possible. In addition, the Company will provide the Union with monthly **lists** of newly hired and terminated employees.

11.09 The seniority list may be corrected at any time upon the written request of an employee, addressed to the Company **and** the Union. If the Company and Union agree to correct **the** seniority lists, or if through an arbitration award the seniority lists are corrected **at an** employee's request, the correction will be effective only from **the** date of **the** agreement or the arbitration award.

11.10 (a) Subject to the Company's right to maintain a competent workforce and in situations where a reduction of the workforce is necessary, the Company will **first** determine the classification and number of positions to be affected. The Company will lay-off by seniority by classification. The Company will issue notice of lay-off to the affected employee(s) in the classification and such employee(s) will herein after be referred to **as** the "surplus employee(s)" who will have displacement rights subject to the provisions of **this** Article. All probationary employees must be laid-off first.

(b) The first and second employees displaced as a result of the surplus employee's exercise of rights under paragraph (a) will be entitled to exercise displacement rights to displace the most junior employee in another classification within the bargaining unit. The resulting third employee will be required to displace the most junior employee in the bargaining unit. No employee will lose pay as a result of being displaced and any employee occupying a job in a higher classification as a result of exercising displacement rights will receive the rate of pay associated with such higher classification. An employee failing to, or unable to, displace a more junior employee as referred to above will be laid off.

#### 11.11 **NOTICE OF LAY-OFF**

- (a) An employee **who** has finished his/her probationary period will be given five working day's notice in advance of the date of lay-off or pay in lieu thereof.
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- (b) Notice of lay-off will be hand delivered to the affected employee (with a copy to the Unit Chairperson) unless such employee is not at work when notice is to be given in which case notice will be delivered by registered mail.

#### **11.12 VACANT OR NEWLY CREATED POSITIONS DEFINITION**

- a) For the purpose of this Agreement, a vacancy will be defined as any bargaining unit job required to be posted and filled in accordance with **this** Article, including but not restricted to, vacancies due to promotion and demotion. A job will not be considered vacant if that job is vacant due to reasons described in paragraph (b) below.
  - (b) **NOTICE OF VACANCIES**
    - (i) **All** vacancies or newly created positions will be posted immediately upon the creation of the vacancy for three (3) full **working** days prior to the filling of a vacancy.
    - (ii) All vacancies due to sickness, accident, injury, vacation, leave **of** absence or any excused absence which is expected to last for a period of forty-five calendar days or more will be posted as a temporary job posting in accordance with paragraph (e) below.
    - (iii) The Company may temporarily transfer an employee where a vacancy exists which is expected to be less than forty-five calendar days. No employee will be transferred against his will unless there is no bargaining unit employee willing to perform the work.
    - (iv) The Company acknowledges that the temporary transfer provisions above shall not be used to circumvent the job posting requirements of this Article.
  - (c) **POSTING FOR VACANCIES**

Employees desiring consideration in the filling of a vacancy will signify their desire by:

    - i) Filling out a job posting form and placing it into the 'bid box'; or
    - ii) By sending a letter to the Company, either directly or through the Union. To be effective, the letter must be received by the Company before expiration of the posting period.
    - iii) The Unit Chairperson, or in his absence **his** designate, will be present when the Company opens the 'bid box' and reviews the all job posting forms contained therein.
  - (d) **METHOD OF FILLING VACANCIES**

The job vacancy will be filled in accordance with the provisions of Article 11.01.
  - (e) **POSTING OF TEMPORARY VACANCY**

Where the Company is Advised in writing that an employee is to be absent from work because of sickness, accident, or leave of absence for forty-five **(45)** calendar days or **more**, the job will be posted as a temporary vacancy and the provisions **of** this Article will apply. Upon completion of the temporary vacancy, the employee will return to his/her former job.
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(f) **NOTICE OF SUCCESSFUL APPLICANT**

The Company will post (in locations agreed to by the parties) the name of the successful applicant not later than five (5) working days following expiration of the posting period with a copy to the Unit Chairperson. The successful applicant will begin to receive the rate of pay for the new job six (6) days after the day the name of the first successful applicant is posted. An employee must advise the Company of their desire to accept or reject a job posting within twenty-four (24) hours of being notified, failing which the Company will offer the job to the next successful applicant.

(g) It is agreed that the employee who accepts a permanent posting will not be permitted to reapply for another job for a period of five (5) months.

(h) **Subsequent vacancies**

The job posting procedure provided for herein will apply to the original vacancy and all subsequent vacancies created by the filling of the original vacancy.

(i) Employees temporarily transferred will receive the greater of the hourly rate of pay for all hours worked in the new classification of his incumbent classification or the classification to which he is transferred.

11.13 The Company agrees to negotiate with the Union the rate of pay for any new job that does not fall within an existing classification or any changed job within an existing job classification. Such negotiation will occur prior to the rate of pay being installed. However, if the parties fail to agree on the new rate, the Company will install the new rate proposed by the Company and the Union will have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs.

Article 12 Bereavement, Jury, Witness and Personal Leaves

12.01 An employee who has a death in his immediate family will receive bereavement leave with pay in accordance with the following: grandparent, grandchild, mother-in-law, or father-in-law 2 days; mother, father, brother, sister, current spouse, legal guardian and children 4 days; aunt, uncle, brother-in-law or sister-in-law - one (1) day. Where it exists, the employee must provide a copy of the death certificate, obituary notice, or other official document to be eligible for bereavement leave.

12.02 Bereavement Leave will be taken consecutively at the discretion of the employee provided such leave commences within one month of the death of the immediate family member. Extended bereavement leave where extensive or international travel is required will not be unreasonably denied taking into consideration the bonafide needs of the business.

12.03 In the event of the death of a co-worker where the visitation or the last day of the cultural or religious ceremony as well as the funeral do not occur outside of scheduled working hours, the Company will grant sufficient time off without pay to for those employees to wishing to attend the last day of the cultural or religious ceremony provided the employee(s) make up the time lost. The parties agree that, despite overtime being

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defined elsewhere in this Agreement, time worked to make up time lost **as** a result of the operation of this Section will be straight time.

12.04 An employee who is compelled for jury or witness service will be excused from work for the day(s) on which he is compelled. For jury service he will receive, for each such day be otherwise would have worked, eight **(8)** times his straight-time hourly earnings, The employee will present proof of service and of the amount of **Jury** pay received and will remit such pay to the Company immediately upon receiving it. With respect to witness service an employee must have been compelled to appear **as** a witness.

12.05 If not selected to sit on a jury, the employee shall forthwith report to his Supervisor and commence work.

12.06 Subject to operational requirements, the Company may grant a leave of absence without pay for personal reasons providing that such requests are submitted to **the** Company in writing. Such leaves will not be unreasonably withheld. Where the Company denies a request for personal leave of absence and where an employee grieves such denial, the Company must provide written particulars to the employee explaining the reasons for the denial with a copy to the Chief Shop Steward.

**Article 13 Health and Safety, Workers Compensation, Accommodation for Injured Workers Program**

13.01 The Company will make reasonable provision for the safety and health of its employee during the hours of their employment. Accordingly, all required personal protective devices, boots/shoes and clothing which under the Act or in the opinion or order of a Government Official are necessary to protect the employee will be provided by the Company at no cost to employees. On each anniversary date of this Agreement the Company agrees to pay a boot allowance **of** one-hundred and fifteen dollars (\$115.00) to each employee.

13.02 It is agreed that **the** Occupational Health and Safety Act, R.S.O. 1990, c. O.I. as amended by S.O. 1992, c.14, s.2 hereafter referred to as the "Act" and its regulations as well **as** all industrial regulations, are incorporated into and form part of this agreement. The Company and the Union agree to abide by those provisions unless this agreement provides a greater right or benefit,

13.03 The Joint Health & Safety Committee will consist of twelve regular members, six appointed by the Union and six appointed by the Company. The Committee will have two Co-Chairs, one appointed by **the** Company and one appointed by the **Union**. The parties agree that there will be one sub-committee (safety team) for each 100 employees in the bargaining unit. Such safety teams will be established by designated areas established by the JHSC. Each safety team will have at a minimum two fully trained representatives selected among the employees in such designated area with an equal representation from Management. Issues which the safety teams are unable to resolve will be addressed by the JHSC.

(a) Where an ergonomic concern is beyond the scope of the JHSC, the JHSC may recommend use of **an** outside consultant. **Any** recommendation made by the

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Consultant will be supported by the Joint Committee in the form of a recommendation to the Company. The Company agrees to pay the costs of such consultants.

- (b) Subject to being competitively priced, all educational courses will be delivered by the Worker's Health and Safety Centre, unless the Worker's Health and Safety Centre is not capable or willing to provide such training. In such cases the Joint Committee **will** agree on a service provider.

**13.04** **I HAZARDOUS SUBST**

- (a) The Company agrees that no new substance, material, agent or chemical will be introduced into the workplace environment without a complete review by, **the** Joint Health and Safety Committee, of its ingredients and/or properties.
- (b) The Company agrees that it will attempt to minimize the use of **and** exposure to hazardous substances in the workplace, and where practicable, substitution or elimination is preferred. Priority will be given to those substances which are proven or suspected carcinogens, reproductive toxins, neurotoxins **and** lung sensitizers.
- (c) It is agreed that the provisions of **the** Act regarding testing of new agents introduced into the workplace will be deemed to apply to any agent introduced into the workplace which has not previously been in regular use anywhere in **North** America.

**13.05** No worker will be assigned to a job without safety training, applicable to such job.

**13.06** The Company agrees to develop fixed deadlines for remedying health or safety problems.

**13.07** The Company agrees that **personal** protective equipment, other than safety shoes, safety glasses and hearing protection will be **used** only until proper alternative controls can be installed, or in emergency situations.

**13.08** A Union member of the JHSC will participate in an investigation in any of the following circumstances:

- (1) All lost **time** accidents under the WSIA
- (2) All near misses and incidents where an accident has occurred with demonstrated potential for serious injury.
- (3) Fatalities

**13.09** The **Union** members of the health and safety committee will be allowed one hour's time to caucus prior to the regular Joint Committee meeting.

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**13.10 Workers Compensation**

- (a) The Company will provide the **Union** with a copy of the Company's report of injury or disease (form 7) when submitting same to the Workplace Safety & Insurance Board (WSIB) in order to give the Union an opportunity to discuss with the Company any errors or omissions which may exist
- (b) The Company agrees to provide any return to work plan or any other prescribed information and/or correspondence between the Company and the WSIB regarding an employee's WSIB claim to both the Union and the injured employee.

**13.11 Employment of Workers with Disabilities**

- (a) The Parties agree to the Safe Return to Work Program attached as Appendix 'T' which is hereby incorporated into the Collective Agreement
- (b) For all job postings for which an injured employee applies, such employees will be given the opportunity to full the posting, in accordance with the provisions of Article 11, provided their restrictions allow the employee to perform all the essential duties of the job posting. The layoff and recall provisions of the collective agreement, however, will apply in the same manner as if the person had not been disabled.

**Article 14      Paid Holidays (Monetary)**

14.01 For each of the following paid holidays, employees will receive pay equal to his applicable hourly base rate or the **job** rate to which he **was** assigned the day prior to the holiday, whichever is greater, multiplied by eight.

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

14.02 In order to qualify for the aforementioned paid holidays, an employee must work his full scheduled **shift** immediately preceding the holiday and on his full scheduled **shift** immediately following the observance of the holiday, unless:

- a) He has been granted a leave of absence, in writing, which commenced not more than thirty (30) calendar days prior to the date of the holiday; or
  - b) ~~He~~ has been absent due to vacation; or
  - c) He has been absent due to layoff due to lack of work provided that such layoff commenced not More than seven (7) calendar days prior to the date of the holiday: or
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- d) He has been absent due to a non-occupational ~~sickness~~ or accident, confirmed by a doctor's certificate, provided that such absence commenced not more than seven (7) calendar days prior to the date of the holiday; or
- e) He has been absent due to workplace illness or injury provided such absence commenced not more than seven (7) days prior to the date of the holiday.
- f) He leaves work during his scheduled ~~shift~~ immediately preceding or following ~~the~~ paid holiday due to illness confirmed by a doctor's certificate dated on the day of the absence, or if a doctor's appointment is not available on that date, the first day on which an appointment is available.

14.03 An employee will be allocated ~~an~~ additional day ~~off~~ with pay or pay in lieu if a statutory holiday falls within his annual vacation. The additional day ~~off~~ will be scheduled by mutual agreement.

14.04.1 Each employee is entitled to One Floater day to be used at the discretion,of the employee with one weeks notice to supervision and subject to the legitimate needs of the business. Requests will not be unreasonably denied,

Article 15 Vacations (Monetary)

15.01 Employees will accrue vacation as of their respective anniversary date of employment calculated on the basis of two percent (2%) per ~~week~~ of the employee's total gross wages for the ~~full~~ four calendar quarters preceding the dates on which vacation is taken. One week of unused vacation with pay at the end of each calendar year may be carried over to the next year. Any vacation not taken or carried over to the following year will be paid ~~out~~ by December 31 of each year.

15.02 Vacation pay will be paid on the employee's normal pay day immediately preceding the employee actually taking vacation.

15.03 Employees will be required to complete a Vacation Planner document provided by the Company indicating their preference by April 15<sup>th</sup> of each year. All requests for vacation made before April 15<sup>th</sup> of each year will be granted on the basis of seniority. All other requests for vacation will be granted on a first come, first served, During the months of May, June, July and August, ~~an~~ employee will be restricted to taking vacation of a minimum of one day to ~~a~~ maximum of two consecutive weeks. Where an employee requires travel outside Continental North America, the employee will be permitted to request ~~his~~ full entitlement to vacation during the months of May, June, July and August. At all other times of the year, employees will be restricted only to a minimum of one day vacation per occasion with no maximum. The Company agrees ~~that~~ where an employee requires a half-day absence to attend to a medical, dental or legal appointment, it will not interfere with the granting of vacation under ~~this~~ article for other employees. Vacation requests will be granted subject to the production requirements of the plant. Approval of vacation requests will not be unreasonably withheld.

15.04 An employee on vacation who becomes incapacitated due to illness or an accident may notify the Company of such vacation notification and postpone vacation days remaining after such information commences. It ~~is~~ agreed that the provisions of the Short-term and Long-term Disability Benefits of the Collective Agreement will, in this case, apply as if the employee had been actively at work

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## Article 16 Hours of Work

The purpose of this article is to define the hours of work and provide the basis for the calculation of overtime premium payments. It shall in no way be construed as a guarantee of hours of work per day per week, or of days or work per week. As specifically reserved in Article 3 of this agreement, the number of hours to be worked per day or per week are solely and exclusively the prerogative of the Company, subject to any other provision of this Agreement.

- 16.01 The standard work week will be Monday to Friday and each work day will be TEN (10) hours daily.
- 16.02 The starting time for day shift is 7:00 am. Any non-standard shifts as described herein will be by mutual agreement of the Parties.
- 16.03 Breaks will be 15 minutes paid, one occurring during the first and one occurring during the second half of each shift. Lunch Break will occur approximately half way through each shift and will be no less than 30 minutes.

## Article 17 Overtime and Reporting Allowance

- 17.01 Overtime at the rate of time and one half (1 ½ ) the employee's hourly rate shall be paid for all work performed in excess of forty four (44) hours per week or in excess of nine and one half (9½ ) hours per day.
  - 17.02 Overtime at the rate of time and one half time (1 ½ ) of the employee's hourly rate shall be paid for all work performed on a Saturday. All work on Saturday is voluntary.
  - 17.03 In the event an employee is required to work on a Sunday, he shall receive overtime pay at the rate of double the employee's hourly rate for all work performed on that day.
  - 17.04 In the event an employee is required to work on a holiday listed in section 14.01, he shall receive overtime pay at the rate of double the employee's hourly rate for all work performed on that day plus the holiday pay.
  - 17.05 Employees who report as usual for their regular shift when the Company fails to notify them not to report and there is no work for them shall be paid a minimum of four (4) hours at their regular hourly rate. In the cases of this nature, the Company has the alternative of temporarily assigning to the employee any other work at his regular rate of pay.
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- 17.06 Should the Company require an employee to work during his scheduled vacation, all hours worked during such scheduled vacation (those days starting the first regular working day following the end of a scheduled shift and the last day before commencement of the next scheduled shift) will be paid at the rate of two times the employee's hourly rate with a guarantee of a minimum of four hours of work or pay in lieu thereof.
- 17.07 An employee who is called-in to work outside his regular scheduled shift and not in conjunction with his regularly scheduled shift will be guaranteed a minimum of four hours of work or pay in lieu thereof at the applicable overtime rate.
- 17.08 In all cases of overtime of two hours worked or portion thereof, rest periods of ten minutes paid for each will be provided.
- 17.09 Opportunity for overtime is voluntary and will be distributed as equally as practical. Overtime will be first offered to employees performing the same work, then to employees within the same Department, then among all others on a plant-wide basis. The Company will maintain overtime records and a list of those employees willing to perform overtime. Only those employees on the overtime list will be offered overtime. There will be no overtime work, unless such overtime is less than 40 hours in any week on a plant-wide basis, when an employee is on lay off. No employee will be required to work more than forty seven and one half (47 ½) hours in any week. Employees may volunteer to work up to but not more than sixty (60) hours week

## **Article 18 WAGES AND CLASSIFICATIONS**

- 18.01 All jobs are classified and the wage rates appear in Schedule "A" attached hereto, which is made part of this Agreement.
- 18.02 The payment method for all employees will be direct bank deposit at no cost to employees.
- 18.03 Job Evaluation System - The parties agree to establish a joint committee to investigate and evaluate a gender neutral job evaluation system and methodology for bargaining unit positions. The committee will be made up of equal representation of Company and Union. The committee will commence meetings no later than two months following the ratification of this agreement and will meet regularly thereafter, with a view to completing its work no later than six months prior to the expiration of this agreement. Each party will have the opportunity to present job evaluation systems for consideration by the committee.

## **Article 20 Bulletin Boards**

- 20.01 The Company agrees to provide the Union with 3 bulletin boards each on the upper floor in the plant and on the lower floor in the plant for the purpose of posting Union Notices and official papers. Notices will be posted only by Officers or Shop Stewards of the Union and will be in keeping with the spirit and intent of this Agreement.

**Article 21        Copies of Agreement**

- 21.01    The Company agrees to pay the cost of placing the **first** 1,000 copies of this Agreement in booklet form. The Agreement will be distributed to all current employees and all new **hires** during the life of this CBA with an additional 25 copies for the Union, The Union shall bear the cost of Agreements in excess of 1,000.
- 21.02    The Company agrees to pay to translate the CBA into the following languages: **Tamil**, Spanish, Portuguese, Chinese and Vietnamese.

**Article 22        Humanity Fund**

- 22.01    The Company agrees to provide a weekly deduction of forty **(40)** cents per week, regardless of the actual hours worked, **from** the wages **of** all employees in the bargaining unit and, prior to the 15th day of the month following, to pay the amount **as** deducted to the “Humanity Fund” and to forward such payment to United Steelworkers of American national **office**, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has beenmade, .
- 22.02    The first “Humanity Fund” deduction **as** aforesaid will be for the fifth week following ratification of this agreement.
- 22.03.1    The Company will indicate employee contributions to the Humanity Fund as a contribution to a registered charitable organization on each employee’s T-4 slip.

**Article 23        General Issues**

- 23.01    Union Office - The Company and the Union recognize the importance and need for office space, confidentiality **and** improved communications necessary to conduct business. Accordingly the Company agrees to provide the current office space and the following at no cost to the Union: one cell phone each for the Unit Chairperson, and Health and Safety/Workers Compensation Chairperson with a maximum of 150 minutes paid by the Company (the Union agrees to pay all minute charges in excess of 150 minutes per month per phone - the Union will purchase the phone plan and the Company will reimburse the Union in accordance with this provision); a telephone; desks; filing cabinets; one laptop computer and one fax machine.
- 23.02    Day of Mourning - The Company will recognize April 28<sup>th</sup> **as** the National Day of Mourning for Workers. The Company will publish an article written by the Union in the Company Newsletter acknowledging the day and reminding employees of the importance of safety in the workplace.
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- 23.03 Employee Parking - The Company will provide adequate parking for its employees at no cost.
- 23.04 Steelworkers Lifeline Foundation - Company agrees to pay one dollar per employee per month to the Steelworkers Lifeline Foundation. The Steelworkers Lifeline Foundation is to assist employees in receiving necessary employee assistance particularly where an employee's continued employment is in jeopardy.
- 23.05 Labour/Management Recreation Fund - the Parties agree to participate in a joint voluntary Labour/Management Recreation Fund. The Fund will have a committee of **no** less than **three** with an equal number of representatives **from both** Union and Non-Union employees. A bargaining unit member and an employee **from** outside the bargaining unit will co-chair the Committee and the Committee will select a Treasurer. Employees, whether bargaining unit or not, wishing to participate will pay one dollar per person per month, deducted from source and remitted **to** the Treasurer of the Fund, The Company agrees to match each contribution.
- 23.06 ESL Courses - the Company agrees to continue its current practise with respect to providing English as a Second Language courses to employees,
- 23.07 The Company will provide adequate facilities for employees for all breaks and lunches and washrooms.

#### Article 24 Pension Plan

- 24.01 Effective October 1, 2006, the Company **agrees** to remit to the Pension Plan on behalf of **each** employee for **each** month an amount equal to 9 cents per Qualifying Hour. **Effective** October 1, 2008 such remittance shall be increased to 12 cents per Qualifying Hour. For the purposes of **this** article "Qualifying **Hour**" means all hours for which an employee receives wages and includes, without limiting the generality of the foregoing, vacation pay, holiday pay, hours for which an employee is absent for approved union business (other **than** Article 6.15) any other approved leave, sick benefits, workers compensation benefits **weekly** indemnity or other form of wage continuance.
- 24.02 The Company shall ensure that the remittances are received by the person designated by the Union no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the Qualifying **Hours** occurred.
- 24.03 The Company agrees to provide to the Plan on a timely basis, **all** information which the Plan may reasonably require in order to properly record and administer the Plan.
- 24.04 Eligibility will be on completion of one **year's service**.

#### Article 25 Local 9492 Education Fund

- 25.01 Effective October 1, 2006, the Company agrees to remit to the Local Union Education Fund on behalf of each employee for each month an amount equal to 1 cent per Qualifying Hour. For the purposes of **this** article "Qualifying **Hour**" means all hours for which an employee receives wages and includes, without limiting the generality of the foregoing, vacation pay, holiday pay, hours for which an employee is absent for approved **union** business (other than Article 6.15) any other
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approved leave, sick benefits, workers compensation benefits ~~weekly~~ indemnity or other form of wage continuance.

- 25.02 The Company shall ensure that the remittances are received by the person designated by the Union no later than the fifteenth **(15<sup>th</sup>)** day of the month following the month in which the Qualifying **Hours** occurred.

**Article 26**      **Enhanced Severance Pay Due to Relocation of Plant**

- 26.01 In the event the company relocates the entire Thornhill operation to a new location outside of a **35** kilometer radius of the current plant but within the scope clause of section 2.01, it will pay severance as **follows**:

- (a) Employees with less than five **(5)** years of service will be paid one **(1)** week severance pay for each full year of service and a proportional amount for each **partial** year.
- (b) Employees with five or more years of service will be paid severance pay equal to **2** times the Employment Standards **Act** formula.

- 26.02 It is expressly agreed that the notice period under the Employment Standards Act is not affected in **any** way by **the** application or triggering of **this** article.

- 26.03 In **all** other circumstances (relocation of the entire operation within a **35** kilometer radius, layoffs or closure) **the** parties **agree** that the severance and notice provisions of the Employment Standards Act will be followed.

- 26.04 For **the** purposes of **this** article, "relocation of the entire operation" will also include a relocation resulting in less than 100 bargaining unit employees working at the Thornhill location for a period of 4 consecutive weeks.

- 26.05 It is expressly agreed that in the event Canac Kitchens, A Division of Kohler Canada Co, is unable to fulfill its obligations under the Employment Standards Act or the Enhanced Severance Pay Due to Relocation of Plant, that Kohler Co. is liable for such obligations.

**Article 27**      **Benefits**

- 27.01 Effective November 1, 2006 and for the life of this agreement the Company shall provide all employees with the benefits set forth in the Benefit Plan Booklet attached hereto as Schedule "D". The only changes to the benefits formerly provided by the Steelworkers Trusteed Benefit Plan are as follows:

- (a) The Company shall require employees to pay 10 percent of the cost of prescription **drugs** but shall pay the remaining 90 percent.
- (b) Employees will no longer be required to obtain their Dental Benefits **through** Steelworkers Dental but shall be allowed to utilize a dentist of their choice. Otherwise **the** Employer shall provide the same Dental Benefits as per Schedule "D".

**Article 28**      **Term of Agreement**

- 28.01 The parties agree that this collective agreement shall be from October 1, 2006 until midnight on September 30, 2009 and shall be automatically renewed for successive periods of one (1) year thereafter unless either party gives notice of its intent to negotiate amendments **as** set out below.
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28.02 Either party shall be entitled to give notice in writing to the other party as provided in the **Ontario Labour Relations Act, 1995** of its desire to bargain with a view to the renewal of **the** expiring collective agreement at any time within a period of ninety (90) days before the expiry of **the date** of the Agreement or any successive term thereof. On receipt of such notice by either party, **the** parties shall ~~meet~~ and bargain in good faith to reach a renewal agreement.

**SCHEDULE 'A'**

<u>Group</u>	<u>Job Classification</u>	<u>Oct.1/06</u>	<u>Oct.1/07</u>	<u>Oct.1/08</u>
1	General Labour	\$12.70	\$13.05	\$13.35
2	Sander	\$13.45	\$13.80	\$14.10
	Panel Wrapper	\$13.45	\$13.80	\$14.10
	General Labour 2	\$13.45	\$13.80	\$14.10
	Custodian	\$13.45	\$13.80	\$14.10
3	Door Assembler	\$14.20	\$14.55	\$14.85
	Spray Painter 1	\$14.20	\$14.55	\$14.85
4	Machine Operator 1	\$14.95	\$15.30	\$15.60
	Puller	\$14.95	\$15.30	\$15.60
	Cabinet Door Installer	\$14.95	\$15.30	\$15.60
	Metal Roller Assembler/ Hardware Installer	\$14.95	\$15.30	\$15.60
	Skin Assembler	\$14.95	\$15.30	\$15.60
	Inventory <del>Control</del>	\$14.95	\$15.30	\$15.60
	Strapping Machine Operator	\$14.95	\$15.30	\$15.60
5	Sample Door	\$16.15	\$16.50	\$16.80
	<del>skin</del> Assembler (Cell and Pantry)	\$16.15	\$16.50	\$16.80
	Inspector 1	\$16.15	\$16.50	\$16.80
	Cabinet Assembler Cell	\$16.15	\$16.50	\$16.80
	Puller Cell	\$16.15	\$16.50	\$16.80
	Stockroom Clerk	\$16.15	\$16.50	\$16.80
6	Machine Operator 2	\$16.95	\$17.30	\$17.60
	Spray Painter 2	\$16.95	\$17.30	\$17.60
	Floater	\$16.95	\$17.30	\$17.60
	Inspector 2	\$16.95	\$17.30	\$17.60
	Service Coordinator	\$16.95	\$17.30	\$17.60
	Forklift Driver Licensed	\$16.95	\$17.30	\$17.60
	Quality Control	\$16.95	\$17.30	\$17.60
	<del>Truck</del> Driver -- G License	\$16.95	\$17.30	\$17.60
	Stockroom Coordinator	\$16.95	\$17.30	\$17.60
	Loader	\$16.95	\$17.30	\$17.60
7	Receiving Coordinator	\$18.20	\$18.55	\$18.85
	Custom Cabinet Assembler	\$18.20	\$18.55	\$18.85
8	Specialty Assembler (Hood Fan And Wine Rack)	\$18.45	\$18.80	\$19.10
	Machine Operator 3	\$18.45	\$18.80	\$19.10
	Shipping Coordinator	\$18.45	\$18.80	\$19.10

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9	Maintenance Mechanic Unlicensed (including Sharpener)	\$20.45	\$20.80	\$21.10
	Fire Technician	\$20.45	\$20.80	\$21.10
	Electrical Helper	\$20.45	\$20.80	\$21.10
	CNC Operator	\$20.45	\$20.80	\$21.10
10	Shunt Driver (AZ License)	\$25.25	\$25.60	\$25.90
11	Electrician - Licensed	\$28.75	\$29.10	\$29.40
	Millwright - Licensed	\$28.75	\$29.10	\$29.40
	Welder	\$28.75	\$29.10	\$29.40

Leadhands + \$0.50. The Company will post for all leadhands in accordance with the provisions of Article 11.01(c).

General Labour 1 to General Labour 2 automatic progression following 1 year and 3 months from date of hire to be confirmed by the Company.

Full time Union representatives will receive the plant average hourly rate of pay or the rate of pay he received immediately prior to becoming a full time union representative, whichever is greater,

The wage increases reflected in the Memorandum of Agreement shall be added to the rates listed herein,

The Parties agree that the following Departments form part of this CBA and any changes thereto will be negotiated by the parties.

**Departments**

5, 10, 10A, 15, 20, 25, 30, 35, 40, 45, 46, 50, 55, 60, 65, 70, 75, 75A, 80, 85, 90, 95, 95A, 100, 105, 106, 110, 120, 125, 126, 127, 136, 145.

At no time will any rate of pay fall below those listed in Schedule A.

**SCHEDULE 'B'**

1. Piecework is permitted provided the employee concerned does not earn less than their hourly rate of wage for their classification.
  2. Pieceworkers will receive the equivalent of the agreed upon increase per hour recalculated into the piecework rate.
  3. The Company agrees that status quo for piecework will continue until the Parties complete a joint audit of all piecework within the first year of the CBA. All disputes will be resolved in accordance with Article 11.13.
  4. Employees will be paid the piecework rate only for pieces, which are not defective due to their own fault.
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**SCHEDULE 'C'**

New employees shall be paid in accordance with the following scale:

- Upon starting work, one dollar (\$1.00) less than the classification rate
  - Upon completion of their probationary period, a fifty cent (50¢) per hour increase
  - Upon their six (6) month anniversary, a twenty-five cent (25¢) per hour increase
  - Upon their one (1) year anniversary, a twenty-five cent (25¢) per hour increase
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## Appendix "I"

### 1. Introduction

The Employer recognizes the importance of having fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled, to enable their early and safe return to work.

We therefore undertake to provide safe and meaningful employment for both permanently or temporarily disabled employees.

**This** program is developed to ensure at a minimum, adherence to the Workplace Safety and Insurance Act and the **Human** Rights Legislation.

### 2. Scope

This program covers all Canac personnel.

### 3. Objective

The objective is to assist employees to return to meaningful employment through a proactive approach with the partnership of the Worker, Union Representative, Canac Health and Safety Facilitator, Health Providers, Insurance Provider and WSIB.

### 4. Benefits

To the Worker:

- Retain a productive employment
- Retain Security
- Retain Benefits
- Retain Seniority
- Maintain Self-worth,
- Retain financial credibility
- Maintain income
- Retain employment insurance eligibility
- Maintain necessary job skills

To the Employer:

- **Minimize** accident costs
  - Minimize workers compensation costs
  - Minimize insurance costs
  - Minimize productive time lost by injured/ ill worker
  - Keep experienced employees
  - Improve employee relations
  - Reduce employee turnover
  - Boost employee morale
-

- Boost overall productivity
- Boost Company image

## 5. Definitions

In this document may is permissible without compromising the objective, might is a statement of possibility of occurrence, shall is essential to the objective, and should is desirable and recommended but not essential to the objective.

### 5.1 Return to Work

Is a proactive approach, designed to restore employees to their former lifestyle through temporary and permanent accommodation.

### 5.2 Return to Work Committee

The Committee is made up of the Supervisor, the Injured Worker, the **Union** Representative and the **Canac** Health and Safety Facilitator.

### 5.3 Suitable Alternative Work

Temporary Accommodation

- Light Duties: Demand less physical exertion than pre-injury job. Recommendations of the Health Care Provider, **WSIB** or Insurance Provider.
- Lesser Duties/Tasks: Other duties identified that meet the recommendations of the Health Care Provider.
- Reduced Hours: Hours may be reduced to match the Worker's tolerance level as recommended by the Health Care Provider.
- Temporary Accommodation as Treatment: Work hardening, extended therapy and graduated duties as recommended by the Health Care Worker.
- Graduated Return to **Work** Program: Work accommodations are made to allow the **worker** to return to work as soon as medically able and gradually resume regular duties as recovery.

### 5.4 Light Duty Work

- Work that is meaningful for the worker and a benefit to the Company.
- **Meets** the restriction **set** out by the Care Provider
- Set time **frame**.

### 5.5 Work Hardening

- Conditioning to return to pre-injury/illness job
  - Progressive in nature
  - Settimeframe
  - Extension requires a definite date to return to full duties
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## 5.6 Permanent Accommodation

- Essential duties of pre-injury/illness
- Alternative suitable work

## 6. General Responsibility & Authority

**It** is the responsibility of,

The Employer

- To restore injured/ill workers to productive employment
- Make accommodations so that an injured/ill worker is able to return to work
- **Human** Rights place a legal duty to accommodate disabled workers **on** employer

Union

- To become involved and assist to make accommodation possible
- **Is** expected to expend substantial and serious efforts to reach an agreement on the matter, in relation to the question in amending the collective agreement to accommodate the needs of the affected individuals
- Human Rights place a legal duty to accommodate on the Union

Supervisor

- Shall be responsible for the training **of** employees and application of the Return to Work Program
- **Shall** ensure the injured employee takes the Treatment of Memorandum, the Return to Work form or the WSIB Functional Abilities form when receiving any treatment **from** a Health Care Provider
- Shall set up a meeting of the Return to Work committee as soon as possible to review the Return to Work restrictions and develop a return to work plan

Workers

- Contacts **the** employer as soon as possible after **the** worker becomes aware **of** the injury/illness and maintains communication throughout **the** recovery
- To co-operate fully in Return to **Work** measures
- Failure to co-operate could jeopardize WSIB or Insurance Benefits

Health Care Community

- **As** Care Givers, the Health Care Community is responsible for providing effective medical treatment and for participating in any programs that can improve medical management and prevent the development of disability

## 7. Individual Return to Work Plan

After an injury occurs, all the partners in the Return to Work process are responsible for the Return to Work of the injured worker. The breakdown of responsibilities is **as** follows:

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- Follow the treatment plan **as** closely as possible ; and
- Keep in regular contact with the employer and Workplace Safety and Insurance Board to communicate about the progress **and** needs

### 7.3 Union Representative

- Participate with the employer, the injured worker and Canac's Health & Safety Facilitator to develop an appropriate treatment plan and re-employment assignments

### 7.4 Return to Work Committee

- Set up a list of clear steps to follow after an injury has occurred;
- Set up lines of communication among Health Care Providers, management, the Worker's Safety and Insurance Board, the Union Representative and Canac's Health and Safety Facilitator
- Set up a **contract** schedule to monitor the progress and needs of the injured worker;
- Evaluate and enhance the Return to Work program on a regular basis;
- Present the Return to Work **as** part of a benefit package;
- Identify some Return to Work opportunities before they are needed;
- Be positive and flexible; focus on capabilities rather than disabilities;
- Use **Union** and/or **WSIB** ergonomic modification, workplace redesign, rehabilitation efforts, and other reasonable accommodation procedures;
- Promote **a** co-operate environment;
- Maintain contact with all partners;
- Make sure **the** Return to Work tasks are appropriate for the injured worker's capabilities;
- Have the injured worker assist in identifying suitable work
- Maintain strict confidentiality
- Establish liaison with the carrier and all parties

The **key** to **the** success of the Return to **Work** Program is partnership among Workers, Employer, Health Care Providers, Union Representative, the Canac Health & Safety facilitator, the Benefit Carrier and the Workplace Safety & Insurance Board in a shared commitment to the goal of returning injured workers to employment.

## 8. Light Duty Procedure

- Light Duty ~~tasks~~ will be identified as meaningful and **are** not permanent bargaining unit positions.
- Employees will provide a Return to Work Form outlining the employee's medical restrictions and return ~~this~~ report to his/her immediate Supervisor.
- The Return to Work Committee will review the suitability and safety of each job assigned and monitors each case weekly. A spreadsheet-generated list of employees assigned to the Light Duty Program will be compiled each Tuesday for scheduling purposes. **This** list, the 'Employee Status Report' is maintained in the Canac Health & Safety Facilitator's Computer. This list should contain the following information:

- First Name
- Last Name
- **Shift**
- Seniority
- Last day **worked**
- Expected Return to **Work**
- Status
- Light Duty
- Comments
- Last Contact

If an employee **feels** their injury has become more serious and is unable to perform the Light Duty work assigned, they must have the **injury** re-examined by a Health Care Provider and their claim re-assessed.

#### Light Duty Program

- Employees on the Light Duty **Program** will be paid the current rate of their job.
- Persons on the light Duty Program will not be offered any overtime.
- **The** employee returns to their regular shift and duties as soon as the employee is deemed medically fit.
- Employees on Light **Duty** are considered, **as** per the collective agreement, to be an inactive employee.
- Workers **will** work to the best **of** their ability, and the employer will recognize the limited abilities of the worker while on modified duties.

### 9. Work Hardening Procedure

- Employees will be offered **Work** Hardening when deemed appropriate by his/her treating Health **Care** Provider in conjunction with the **Return** to **Work** Committee. The employee's Health **Care** Provider in conjunction will make any modification to the Work Hardening assignment with the Return to **Work** Committee.
  - The person assigned to replace the injured employee may be utilized by the supervisor for other duties while the injured employee **is** fulfilling the responsibilities of his/her job. If necessary, the person assigned to replace ~~the~~ injured employee may remain with the injured employee to assist the injured employee
  - The ~~employee~~ must be able to perform at least two **(2)** hours per day on their job with a minimum of one hour at a time
  - The Company agrees to pay the employee for all hours worked in the plant at the current rate of their job
  - The employee will be provided Light Duty work for the balance of their **shift**, if deemed appropriate by their employee's Health Care Provider and the Return to Work Committee and
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Human Resources until the employee has returned to regular duties. The 'Employee Status Report' is maintained in the Health and Safety Facilitator's computer. **This** list should contain the following information:

- First Name
  - Last Name
  - **Shift**
  - Seniority
  - Last day worked
  - Expected Return **to** Work
  - Status
  - Light Duty
  - **Comments**
  - Last Contact
- 
- The Work Hardening period will be used **as an** assessment tool for determining possible accommodation and ergonomic improvements
  - Employees assigned to Work Hardening Program will be scheduled **to** the regular **shift**. In all cases the employee's physician in conjunction with the Return to Work **Committee** may modify the assignment.
  - An employee may only through the Work Hardening Program again if:
  - There has been a major documented change in medical status resulting **from** surgery or a major change in treatment
  - The employee's job **has** been modified and these modifications will accommodate the employee
  - If directed by the Workplace Safety and Insurance Board

#### 10. Permanent Accommodation Procedure

- If it is determined that the injured/ill worker is unable **to** return to their **pre-injury/illness** duties, a permanent accommodation may be required. **The committee** will participate in identifying any appropriate available job. **This** may include training on the job and work assessment

#### 11. Justification

- Workplace Safety & Insurance requirements for Return to **Work** Programs
  - Human Rights Legislation
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**Side** letter with respect to concerted efforts to refuse overtime

It is understood between the Company and the Union that during the life of this collective agreement, the Company will pay a “boot” allowance **as** per article 13.01 **on** each anniversary date of **the** collective agreement (namely, October 1<sup>st</sup> 2007, 2008 and September **30, 2009**) to **each** eligible employee **who** is then actively employed with the Company on the respective dates.

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FOR THE COMPANY:

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Paul Ten Pas

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Michael Smith

Peggy Lenkuil  
Peggy Lenkuil

Tiina Zeggil  
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