

**COLLECTIVE  
AGREEMENT**

between

**SIGNIFY CANADA LTD.**  
(the “Company”)

and

**UNIFOR,  
LOCAL 1090**  
(the “Union”)

**April 1, 2020 – March 31, 2023**

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The Company and the Union entered into this Collective Agreement on this 20<sup>th</sup> day of October, 2020

## Article 1

### PURPOSE

1.01 The general purpose of this Collective Agreement is to establish and maintain orderly collective bargaining relations between the Company and its employees represented by the Union, to provide prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages with due regard for quality and efficiency of operation, profitability, and the safety and welfare of the employees.

## Article 2

### RECOGNITION

2.01 The Company recognizes the Union as the sole Collective Bargaining Agent for all employees of the Company save and except:

All sales and Service Personnel, Supervisors, Assistant Supervisors and persons above the rank of Supervisor; all Office and Clerical Staff, Engineers, Engineering Technologists and Technicians, Methods and Time Study Personnel; Quality Control Technicians and Technologists; Production Planners and Material Expeditors, Buyers; Design and Model Shop Technicians; Industrial and Tool Designers; Draftspersons; Field Service Technicians; all Printing and Technical Publications Personnel; Data Processing Personnel; Truck Drivers; Security Guards; Mail Delivery Personnel; Stationary Engineers. This recognition extends to any Signify Canada Ltd. facility within a radius of seventy-five (75) kilometres of the Markham Civic Centre located in Markham, Ontario.

2.02 The Company undertakes to inform all new employees of the fact that UNIFOR and its Local 1090 is the sole bargaining agent for employees of the Company as defined in **Section 2.01** above.

2.03 (a) The Company agrees that all employees in the bargaining unit shall become members of the Union as a condition of employment, and remain members of the Union in good standing for the duration of this Collective Agreement or any extensions thereof, and that all new employees, and all employees hereafter returning to the bargaining unit from Supervisor or confidential positions within the Company shall as a condition of employment become members of the Union upon completion of the probationary period. Employees declared not to be in good standing shall be terminated by the Company within seven (7) days of receipt of written notice from the Union, stating the reason for such termination.



2.04 The Company undertakes to:

- (a) Introduce on the same day all new, transferred or rehired employees in the bargaining unit to the Area Steward or advise the Area Committee person.
- (b) Provide the Union with information of all new or terminated employees with their respective department numbers and dates of hiring or termination once per month.
- (c) Keep the Union informed of Company Rules and Regulations prior to their introduction.
- (d) Furnish bulletin boards for Union notices. All notices other than those pre-approved for posting shall be submitted to the Human Resources Manager for approval. No Union literature shall be distributed in any way on the premises of the Company.

2.05 Bargaining Unit work shall not be performed by agency workers unless mutually agreed. In this context, 'agency' refers solely to organizations involving the supply of manpower on an overload basis.

2.06 The Company agrees that non-bargaining unit employees shall not perform work normally done by bargaining unit employees except for instruction.

2.07 It is agreed that the identification of the Company as the employer in this Collective Agreement results from a corporate reorganization. The change in the name of the employer in this Collective Agreement in comparison to the prior collective agreement is not intended to limit in any way the scope of the Union's bargaining rights with respect to the Company under this Collective Agreement.

### **Article 3**

#### **UNINTERRUPTED PRODUCTION**

3.01 During the term of this Collective Agreement the Union or any employee(s) shall not cause, sanction or condone any slowdown, strike or work stoppage. The Company agrees that there shall be no lockout of employees.

### **Article 4**

#### **RESERVATIONS OF MANAGEMENT RIGHTS**

4.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, discharge, including discharge for nonculpable absenteeism, lay off, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been unjustly discharged, laid off or disciplined be the subject of a grievance and dealt with as hereinafter provided.
- (c) Manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of material and parts to be incorporated in the products produced. The Company agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Collective Agreement.
- (d) Post and enforce reasonable rules and regulations, not inconsistent with the terms of the Collective Agreement, relating to discipline, safety, and the general conduct of employees.

## **Article 5**

### **UNION REPRESENTATION**

5.01 The Union may elect or appoint a plant committee ("**Plant Committee**") consisting of a representative of each shift. The midnight shift representative will only act when such shift is in operation.

The Plant Committee will be the standing committee for purposes of negotiating the Collective Agreement, and for Grievance/Labour Management, Job Evaluation and Pension and Benefits Meetings.

The Safety Committee will consist of two members appointed or elected by the Union, one of whom will be the co-chair of the committee.

In the event any shift is not represented by a committee member, the Union may elect or appoint a Steward on that shift.

5.02 Employees shall not be intimidated or discriminated against by the Company or the Union because they are or are not a member of the Union, or because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.



The Company and the Union are committed to providing a workplace that is free of harassment.

As such, we encourage employees who have complaints regarding harassment to seek resolution of their problem through our Internal Complaints Procedure, as referred to in the Company and the Union policies on harassment.

All complaints filed under this procedure will be jointly investigated by representatives of the Company and the Union, and will be handled with all possible confidentiality. The investigators will make every effort to resolve the complaint to the satisfaction of the complainant.

The Company maintains a policy respecting workplace violence and harassment. As an additional resource for women employees wishing to discuss matters related to gender-based violence or harassment, including at home, or obtain further community information or resources relating to same, the parties agree to recognize a Women's Advocate designated by the Local Union President from among the bargaining unit. The Union shall indicate the name of this designate in writing to the Employer, upon their appointment. Nothing in this provision alters or augments the obligations of the Company or employees under statute or Company policy.

5.03 Stewards, members of committees and Union Officers shall not leave or otherwise interrupt their regular duties to attend to Union business without first obtaining the verbal permission of their Supervisor who shall make the necessary arrangements within one half (1/2) hour except under emergency work circumstances where one (1) hour shall be permitted. Such periods will exclude meal and rest breaks. All contacts involving employees of other departments shall be arranged by the respective Supervisor.

The Unit Chairperson shall be excused from regular duties for a maximum period of four (4) hours per calendar week to attend to Union business. The hours of absence shall be scheduled with the approval of the applicable supervisor, such approval not to be unreasonably withheld.

The foregoing is not intended to restrict the Plant Committee members and Stewards from performing their Union functions and for the purpose of this clause 'Union Business' shall be defined as that activity carried out by duly elected or appointed Union Representatives in discharge of the Union's right and obligations under the terms of this Collective Agreement.

5.04 In order to ensure no loss of wages, the Company shall compensate recognized employee Officers and Representatives for one (1) day of preparation for Collective Agreement negotiations, for time spent in negotiations with the Company, for handling grievances of employees and attending meetings of the Grievance Committee or any other joint committee established at their straight-time hourly rate, plus shift bonus if applicable. It is understood and agreed that members of the Plant Committee meetings for purposes of conducting internal Union business shall not be compensated nor shall compensation be paid for time spent in conducting business out of regular working hours.

5.05 The Company recognizes that it is not desirable to continue meetings with the Union beyond the established working hours and shall make every reasonable effort to ensure that meetings are scheduled to prevent such an occurrence.

5.06 The Company and the Union recognize the vital importance of safety and its relation to the morale and well-being of the Company and its employees. To this end, both parties dedicate themselves to stress the observance of Safety Rules and Regulations to new as well as present employees.

5.07 The Company and the Union recognize the advantages of having a group of Management representatives and representatives of employees meet to discuss problems of general interest relative to general and overall conditions in the factory. This group shall be known as the 'Labour Management Committee' and shall consist of a maximum of two (2) Union representatives and two (2) Company representatives. The purpose of this Committee will be to provide an outlet for exchange of ideas between the Company and the Union on matters of general interest and shall from time to time, as it sees fit, make recommendations to management which will make for a greater degree of cooperation and understanding between all parties concerned. A meeting of this Committee may be convened by either party. It is contemplated that meetings will be held quarterly on the notice of either party.

Matters to be discussed at any such meeting, shall be listed in an agenda to be supplied by the party requesting the meeting. The agenda will be submitted as early as possible, but with reasonable notice in advance of the proposed meeting. Any authorized employee attending such meeting during their regular working hours shall be paid by the Company at their regular straight hourly rate.

5.08 The Committee Chairperson may act as an ex-officio member of all committees.

5.09 The Committee Chairperson will be permitted to enter the plant in the exercise of their Union duties during shifts other than the one which they are working, subject to management approval. Such approval shall not be unreasonably withheld.

5.10 The Committee Chairperson shall have super seniority for the purpose of lay-off.

## **Article 6**

### **COMPLAINTS AND GRIEVANCES**

#### **COMPLAINTS**

6.01 (a) It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.

(b) If an employee has a complaint, the complaint, signed by the employee and the union representative, shall be submitted to the supervisor within five (5) full working days after the circumstances giving rise to the complaint has occurred. The employee may do this personally, with or without their steward present, or they may request the steward to do it for them. The employee will be present when the matter is discussed by the steward and the supervisor, if either party so requests. The supervisor's verbal decision shall be given within two (2) working days from the day the complaint was first presented to them.

6.02 Working days referred to in this Article exclude Saturdays, Sundays and Paid Holidays.

6.03 It is understood that an employee has no grievance until the supervisor has been given the opportunity of adjusting their complaint. If the employee's complaint is not settled it may be taken up as a grievance within three (3) full working days after receiving the supervisor's decision, in the following manner and sequence:

#### **GRIEVANCES**

6.04 STEP NO 1 - The employee who may request the assistance of their steward, will present their grievance in writing to their supervisor. The grievance shall be signed by both the employee and the union representative and shall set out the nature of the grievance, the remedy sought and the section or sections of the Collective Agreement allegedly violated.

Exceptional cases that do not claim an agreement violation shall not be required to set out the section(s) violated. The decision of the supervisor shall be rendered in writing within three (3) full working days following presentation of the written grievance.

Failing settlement and if the grievance arises from a dispute over interpretation, application, administration, or alleged violation of this Collective Agreement, then:

STEP NO 2 - WITHIN THREE (3) full working days following the decision under Step No 1, the committee person shall present the written grievance to the employee's immediate manager.

The grievance as presented shall contain corrections to errors or omissions from the listing in Step No. 1 of the section or sections of the Collective Agreement allegedly violated. A meeting will then be held within three (3) full working days following the presentation of the grievance in this step, between the committee person and the manager, who may or may not be accompanied by a representative of the Human Resources Department. If the manager is accompanied by any such representative, the committee person may be accompanied by the chairperson of the grievance committee. The employee will not normally be present unless requested by the Union. In such instances the supervisor may also be present, at the discretion of the manager. The decision of the manager shall be given in writing within three (3) full working days following such meeting.

Failing settlement, then:

STEP NO 3 - Within five (5) full working days following the decision under Step No. 2, the chairperson of the grievance committee shall present the written grievance to the Human Resources Department. A meeting shall be held within five (5) working days between the grievance committee and the Human Resources manager or equivalent, and/or any other person(s) designated by the manager. The steward related to the grievance and a national representative(s) of the Union may be present at such meeting. The decision of the Human Resources manager or equivalent shall be given in writing within five (5) full working days following such meeting.

6.05 Failing settlement under Step No. 3 of any grievance arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration by either party by delivering to the other party, within ten (10) full working days after the final decision under Step No. 3, a written request for arbitration which shall name a nominee.

6.06 Any grievance arising from the interpretation, application, administration or alleged violation of this Collective Agreement, exclusive of grievances primarily of concern to a single department, may be submitted in writing at Step No. 2 within five (5) full working days after the circumstances giving rise to the grievance have occurred.

6.07 (a) If at any step in the grievance procedure a written answer is not given within the time limit specified, the grieving party shall be entitled to submit the grievance to the next step of the grievance procedure, including arbitration, within the specified time limit for such submission, computed from the first working day following the day the answer was due.

(b) Any grievance not submitted within any time limit stated in any step of the grievance procedure shall be considered dropped.

(c) A settlement at any step of the grievance procedure shall be final and binding upon all parties to the grievance.

6.08 (a) A claim by an employee with seniority that they have been unjustly discharged or suspended shall be treated as Step 3 grievance, if a written grievance signed by the employee is lodged within three (3) full working days after they have been advised in writing that they have been discharged or suspended, a copy of which shall be given to the plant chairperson ("**Plant Chairperson**"). The release or suspension of a probationary employee will not be subject to the grievance procedure unless the probationary employee was released or suspended in violation of the provisions of the Human Rights Code.

(b) Such special grievances may be settled under the grievance procedure, including arbitration by:

(i) Confirming the Company's action in dismissing or suspending the employee.

(ii) Reinstating the employee with full compensation time lost less any amount of money or compensation they may have earned or received while on discharge or suspension without compensation.

(iii) Any other arrangement, including modification of the discharge or suspension which is, in the opinion of the arbitrator, just and equitable.

6.09 Any settlement or decision made under the grievance procedure including arbitration, shall not be made retroactive prior to seven (7) full working days prior to the date on which the grievance was first presented hereunder, provided, however that in the case of a pay shortage of which the employee could not have been aware before receiving their pay, any adjustments made shall be retroactive not beyond the pay period preceding that pay period covered by such pay, if the employee files their grievance within five (5) working days after receipt of such pay.

6.10 By mutual agreement of the parties hereto, extension of the foregoing time limits may be arranged. Any such extensions shall be in writing and signed by both parties.

#### **UNION GRIEVANCE**

6.11 An alleged violation of this Collective Agreement covering a matter in regard to which an individual employee could not grieve may be filed by the Committee Chairperson or designate in writing at Step 3 at any time within five (5) working days after the occurrence of the circumstances giving rise to the grievance.

#### **MANAGEMENT GRIEVANCE**

6.12 Management may bring to the attention of the Union any complaint with respect to the activities of the Union or its members and such complaint may be treated as a Step 3 grievance and be subject to arbitration if not settled to the mutual satisfaction of the parties.

### **Article 7**

#### **Arbitration**

#### **ARBITRATION**

7.01 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Collective Agreement, where an allegation is made that this Collective Agreement has been violated, or that any employee has been unjustly disciplined either of the parties may, after exhausting any grievance procedure established by this Collective Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the names of three or more proposed Arbitrators. The recipient of the notice,

within ten (10) working days, may accept an Arbitrator from the list or propose alternate Arbitrators until one is selected by mutual agreement of both parties. If they are unable to agree on an Arbitrator they must then request the Ministry of Labour for the Province of Ontario to appoint an Arbitrator.

7.02 The Arbitrator shall hear and determine the matter and the award shall be final and binding upon the parties and upon any employee affected by it.

7.03 The Arbitrator shall not have jurisdiction to make any decision inconsistent with the provisions of this Collective Agreement, nor to alter, modify, or amend any part of this Collective Agreement, nor to adjudicate any matter not specifically assigned to it in the grievance as filed.

7.04 The expense of the Arbitrator shall be borne equally between the parties.

7.05 If the case involves job evaluation or production standards the Arbitrator shall be limited to a determination of whether or not the job evaluation/production standard in dispute was arrived at by a consistent application of the job evaluation plan/work measurement system. The Arbitrator shall not have the power to establish a new job evaluation/production standard. If it is determined that this has been done, the matter shall be referred to the Company for appropriate action.

7.06 No person may be chosen or appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

## **Article 8**

### **SENIORITY**

#### **SENIORITY - ACQUISITION**

8.01 An employee shall acquire seniority standing upon completion of his probationary period, which will date back to the most recent date of hiring.

8.02 During the probationary period an employee shall be considered as being employed on a trial basis and may be terminated at the discretion of the Company unless the termination is in violation of the Human Rights Code. The Company shall inform the Union on the same day as any action taken under this provision.

8.03 (a) The length of the probationary period shall be sixty (60) worked days for all jobs.

(b) The probationary period must be served within a period of twelve (12) consecutive months at which time, the employee's seniority date will be 45 worked days prior to the end of the probationary period.

#### **ACCUMULATION AND MAINTENANCE OF SENIORITY**

8.04 Seniority shall be accumulated and maintained:

(a) During a period of absence resulting from non-occupational sickness and/or accident equal to:

1. Length of absence if seniority is two (2) years or more, to a maximum of 36 months.
2. The length of seniority or six (6) months, whichever is greater, if seniority is less than two (2) years.

(b) During any absence of sickness and/or accident covered by the Workplace Safety and Insurance Act for a period of thirty-six (36) months.

(c) Where a leave of absence has been granted by the Company.

(d) For a layoff period of thirty-six (36) months, or the length of the employee's seniority, whichever is the greater.

8.05 (a) If, during the absences of more than thirty (30) days a replacement employee is required, the Company may post the temporary position. The same procedure would be used to fill the position vacated by the successful applicant after which time the Company may hire a temporary replacement. When the employee returns from absence all employees on related temporary assignments shall return to their original classifications. A maximum of two (2) temporary employees may be used at any given time. The Company will discuss any further requirements with the Union to arrive at a mutual agreement.

In the event that the original incumbent does not return or loses their seniority per **Section 8.07**, the position will be posted as soon as this is known.

(b) In addition, the Company may hire temporary employees to perform repack work under the terms of this Article. The Company will not hire greater than (9) nine employees under this Article unless the Union consents, such consent not to be unreasonably withheld.

The Company agrees not to hire temporary employees while employees are on lay-off, unless laid off employees refuse such temporary recall. In the event employees with seniority perform such repack work as temporary work such employees will receive benefit coverage and will be paid at the Grade 3 wage rate.

An employee hired from outside to fill a temporary vacancy will be required to pay union dues, but will not acquire seniority in accordance with **Section 8.03**. While in temporary assignments, they will not be entitled to any benefit plan or any benefits.

The repack temporary employee rate is listed in **Schedule "C"**.

8.06 Students who are hired on a temporary basis for a definite period (not to exceed four (4) months) must give a definite termination date prior to starting work. Students will be required to pay union dues but will not acquire seniority or be entitled to any benefit plans.

The Company may employ a maximum of two (2) students outside the normal summer months of April 30 to September 1. The Company will not utilize **Section 8.06** unless qualified recall employees have refused.

### **LOSS OF SENIORITY**

8.07 Employees shall lose their seniority if they:

- (a) voluntarily leave the Company.
- (b) are discharged and are not reinstated following appeal through the Grievance and Arbitration procedures.
- (c) are laid-off for more than thirty-six (36) months or for a period equal to their accumulated seniority at the time of lay-off, whichever is greater, except as provided in **Section 8.19**.
- (d) if, upon being recalled after lay-off, fail to communicate with the Company within five (5) working days. All recall notices will be by courier with proof of delivery.
- (e) if, after communicating with the Company as in (d) above, fail to report to work within five (5) working days.
- (f) become employed at another place of work while under seniority protection as per **Section 8.04(a), (b) or (c)**, without first obtaining permission from the Company.
- (g) exceed an authorized leave of absence without valid reason.
- (h) are absent for three (3) consecutive working days without notification to the Company giving satisfactory justification for such absence.

8.08 If in Section **8.04(d)** and **8.04(e)** above, extenuating circumstances prohibit employees from communicating with the Company, or reporting to work, they may by mutual consent of both Company and Union, be left on the seniority list for recall to a subsequent opening.

8.09 It is understood that employees who are not accumulating seniority shall be terminated.

### **NOTICE OF LAYOFF**

8.10 The Company agrees to inform the Union in writing, through the Plant Chairperson, of any layoff at least two (2) working days prior to the action being taken, except where extenuating circumstances prevail.

8.11 (a) In the case of layoff for thirteen (13) weeks or less, seven (7) days' notice or one (1) week's



pay in lieu of notice shall be given.

(b) In normal cases of lay-off which are not considered to be temporary (in excess of thirteen (13) weeks), and the number of employees involved is less than fifty (50), the following written notice or pay in lieu of notice shall be given:

- (i) For employees with seniority, one week if period of employment is less than one year;
- (ii) two weeks if period of employment is one year or more but less than three years;
- (iii) three weeks if period of employment is three years or more but less than four years;
- (iv) four weeks if period of employment is four years or more but less than five years;
- (v) five weeks if period of employment is five years or more but less than six years;
- (vi) six weeks if period of employment is six years or more but less than seven years;
- (vii) seven weeks if period of employment is seven years or more but less than eight years;
- (viii) eight weeks if period of employment is eight years or more.

(c) In case of layoffs which involve fifty (50) or more employees in any four (4) week period or less, the following notice or pay in lieu of notice shall be given:

50 to 199 employees	-	8 weeks
200 to 499 employees	-	12 weeks
500 or more employees	-	16 weeks

(d) An employee who may be displaced by a more senior employee by such layoffs shall receive as much notice as possible, but not less than seven (7) calendar days prior to their date of layoff.

(e) If an employee continues to be employed after the expiry date of notice for a period exceeding the length of the notice, further notice shall be given subject to **Sections 8.11 (b) and (c)** above.

8.12 In abnormal cases where such notice cannot be given, such as shutting down all or part of the operation because of events beyond the control of the Company, fair and reasonable notice or pay in lieu thereof will be given, arranged to the mutual satisfaction of the Company and the Union.

## **LAYOFF**

8.13 Seniority shall be recognized for the purpose of effecting a reduction in the work force and for recalling said work force.

## **LAYOFF PROCEDURE**

8.14 Whenever the Company determines that a reduction or reallocation in the work force is necessary, it shall determine the number of surplus employees in each classification in the affected departments. Such reductions or reallocations will be in order of seniority with the junior employee in the classification in the affected department first being laid off.

All layoffs will be handled in the following manner:

(a) The employee will first bump within their own labour grade by seniority with their shift preference.

(b) If there is no bump possible in (a) above, they will displace the junior employee in the same labour grade regardless of shift plant wide.

(c) If there is no one to bump in their labour grade plant wide the employee shall displace the junior employee in successively lower labour grades, with their shift preference.

(d) If there is no bump possible in **Section 8.14(c)** they will bump to displace the junior employee in successively lower labour grades on any shift plant wide.

## **SHIFT TRANSFERS**

If the Company requires employees to be transferred from one shift to another, such transfers will be made in order of least seniority beginning with the most junior employee within classification and department and such transfers will not be considered as a layoff as defined by **Article 8**.

Each employee will receive ten (10) working days of notice of such transfer.

In the event of a net reduction in the work force as a result of a layoff, employees who receive notice of layoff may elect to leave the plant rather than exercise their seniority.

In the event that an employee refuses a transfer within their classification to an alternate shift, they will be immediately laid off and will be recalled in accordance with **Article 8**.

In such cases, notice and severance provisions will not apply.

It is understood that an employee who exercises their seniority by taking an open job shall be given the same training period as if it had been posted, subject to the terms as outlined in **Section 8.15** regarding failure to meet the requirements of the job.

8.15 If employees elect to exercise seniority in accordance with **Section 8.14**, they will be allowed a maximum of forty (40) hours on the job in Grades 1 to 8 to show that they are capable of, or will become capable of, performing the work satisfactorily, and similarly for all jobs in Grades 9 and above, a maximum of 80 hours on the job. If they fail to meet the requirements outlined above, they shall be laid off without further recourse to **Sections 8.13** or **8.14** and will forfeit severance pay in an amount

equal to the pay they received during their trial period on the job. The above periods of time may be extended by mutual consent of the parties hereto.

8.16 It is understood that the most senior of the displaced employees within the classification shall be returned to their job and shall receive pay for time lost in accordance with **Section 8.35**.

8.17 Employees who, because of their greater seniority, are retained at the time of a lay-off, must have the skill and ability and be capable and willing to perform the work that remains.

8.18 In exercising seniority, if an employee produces satisfactory evidence of previous experience in a job of a higher grade than one from which they were originally displaced by lay-off, they may be placed therein subject to the provision of Departmental or plant -wide seniority.

### **RECALL**

8.19 Recall shall be made in order of seniority.

8.20 If an employee is by-passed on recall because of verified illness, they shall be returned to work in accordance with their recall form no later than two (2) weeks after they inform the Company they are able to return, providing they have the seniority. However, before an employee loses their seniority because of being by-passed due to illness, their recall period shall be extended for 12 months, or the length of their seniority, whichever is the lesser.

8.21 Once an employee has utilized the language in **Section 8.14**, they will hold their original classification for the duration of their recall rights contained in this Collective Agreement. Once their recall rights are exhausted, any positions in their former classification can only be awarded through the job posting articles.

8.22 The procedure for informing an employee of a recall shall be by telephone and email in accordance with the information provided by the employee. If the employee does not have a personal email or, at the Company's option, the Company may post the recall by hand delivery or by courier and telephone call.

IT IS THE RESPONSIBILITY OF EACH EMPLOYEE TO ADVISE THE COMPANY AND ALSO THE UNION PROMPTLY IN WRITING OF ANY CHANGE OF PHONE NUMBER, EMAIL, OR MAILING ADDRESS.

### **SENIORITY – GENERAL**

8.23 (a) For the purpose of recall, employees with greater seniority who can perform the work shall have first claim to an open job.

(b) The Company shall not post permanent jobs while there are employees with recall rights to those jobs.

8.24 Seniority lists shall be kept up to date, a copy given to the Plant Chairperson, and shall be posted by the Company at three (3) month intervals. Up-to-date copies of seniority lists shall be maintained in the Human Resources Department and may be inspected by the union at any time. The Company will make every effort to ensure that the Union has opportunity to check and bring their copies of seniority lists up to date.

8.25 An employee wishing to bump into a job may inspect the job before exercising their seniority.

8.26 On the first occasion that a bargaining unit employee accepts a position in the Company but outside the bargaining unit and is transferred back to the bargaining unit he or she shall have the same seniority date which was held at the time of transfer less the time spent in non-bargaining work to the position outside the bargaining unit provided that the continuous period outside the bargaining unit is not in excess of six (6) months. In transferring back to a bargaining unit occupation an employee may:

(a) return to their former job, provided it has not been filled.

(b) if (a) is not possible, be offered an open job in their previous or lower grade provided there is evidence of previous satisfactory experience, or they have the necessary qualifications to apply for the job if it were to be posted.

(c) be laid off without further recourse to await an opportunity to return under **Section 8.26(a) or (b)** above.

In the event that they have been in a salaried job in excess of six (6) months or have been transferred out of the bargaining unit on a prior occasion and are then transferred to a bargaining unit position, they shall start as a new employee.

8.27 When reclassification, discharges, transfers or layoffs involve Union Stewards or Committee person, action taken shall be conducted with another Union Committee person or Steward present.

### **JOB POSTING**

8.28 (a) The Company shall post all Bargaining Unit job vacancies, indicating classification, rate, shift, start date, qualification and job description for a period of three (3) working days. Where a job posting contains a start date for the position, the successful applicant will start on that date on the shift identified without further obligation of notice by the Company that may be contemplated in other articles of this Collective Agreement.

(b) In selection of applicants, where skill and ability are relatively equal, seniority will be the governing factor.

(c) Selection of group leaders shall be based on skill and ability as defined in the group leader definition. Where these factors are relatively equal, seniority shall govern.

(d) An employee who has served six (6) months in the same classification may apply for another classification in the same or lower labour grade by applying for the posting in the normal manner. The restriction does not apply if the employee was transferred to another shift or was on that shift due to exercising their seniority due to Layoff.

8.29 (a) The applicant to a job posting shall receive a written acknowledgement of their application.

(b) Any employee who applies for a job under this job posting clause and fails to obtain it, shall be informed of this fact, together with reasons for the rejection of their application, in writing, by the Company within one (1) week of the selection.

(c) A copy of all job postings and rejections will be forwarded to the Union Chairperson.

8.30 An employee who wishes to complain of their treatment under this job posting procedure may discuss their complaint with the Human Resources Manager.

8.31 After obtaining a job posting, an employee who fails to perform satisfactorily in a maximum of thirty (30) worked days in jobs in labour grades 1 - 8 inclusive and forty-five (45) worked days in labour grades 9 - 15 inclusive shall be taken off the job. They may:

(a) return to their former job, provided it has not been filled.

(b) if (a) is not possible, they will exercise their seniority to retain their employment.

(c) be laid-off without further notice or severance pay to await recall under **Section 8.31(a)** or **(b)** above to a classification other than the one in which they failed.

#### **TEMPORARY TRANSFERS**

8.32 An employee who is moved to another classification for a period not exceeding fifteen (15) workdays shall be considered as a temporary transfer and shall retain their seniority in their original classification.

In the event it is necessary to make such a move, the following procedure for selecting employees shall be used:

(a) Any employee on the basis of availability may be temporarily transferred to a job in the same or lower grade.

(b) Transfers to a higher-grade job are voluntary and employees' chosen are based on ability and availability.

Temporary transfers shall not exceed fifteen (15) workdays unless mutually agreed by the Company, the Union and the employee concerned. The Company agrees that this transfer clause will be applied in the true spirit and intent of the Collective Agreement.

## SEVERANCE PAY

8.33 (a) In the case of layoff requiring a minimum of seven (7) calendar days' notice, or one (1) week's pay in lieu thereof, severance pay in accordance with the following schedule shall be paid to all employees having service of two (2) years or more with the Bargaining Unit:

- |   |   |                    |
|---|---|--------------------|
| Two (2) years or more but under five (5) years of service | - | one (1) week's pay |
| Five (5) years or more                                    | - | two (2) week's pay |

(b) Where an individual is displaced by a higher seniority employee, severance pay will be withheld until after the employee is successful under **Section 8.17**.

(c) Employees laid off for a short definite period shall not receive severance pay in excess of the pay they would receive if they had worked.

(d) An employee who volunteers to take a layoff shall receive the same severance pay as the person retained would have received.

8.34 (a) In the case of layoff due to termination of a product line and/or technological change as per **Section 8.34(b)** below, extended severance pay will be paid to those employees so affected whose seniority is two (2) years or more, on the basis of two (2) weeks pay, plus two (2) days pay for each additional year of service over two (2) years.

(b) Technological change which result in the following:

- (1) Employee made redundant through the elimination of jobs.
- (2) New jobs are created but employees cannot retrain for such jobs.

Both (1) and (2) above are only valid when there is no possibility of transfer within the Company.

(c) When the Company introduces manufacturing or products requiring different technology and/or different equipment and/or different systems, the Company agrees to meet and discuss with the Union, notwithstanding **Section 8.14**, for the purpose of providing agreed upon time periods of retraining of capable senior employees to assist such employees to maintain their highest job level or to attain upgrading prior to hiring new employees for such requirements.

## DISCHARGES

8.35 An employee who is discharged or suspended shall be given a reasonable opportunity to meet with their Union Steward or Committee person before leaving the plant. The Company reserves the right to discharge without notice any employee for just cause.

8.36 The Company shall notify, in writing, the Union and the employee discharged, within the next working day of the discharge or suspension together with the reasons for the discharge or suspension. Notice to the employee discharged shall consist of a termination form given in person, or registered letter or courier with proof of delivery to the employee's last address on record with the Company.

8.37 Any grievance of a discharge or suspension must be processed in accordance with **Article 6** of the Collective Agreement.

8.38 An employee shall have their Union Steward in attendance in all transactions pertaining to their possible layoff, transfer, suspension or termination, unless they request otherwise.

## **Article 9**

### **LEAVE OF ABSENCE**

9.01 (a) Employees may apply for leave of absence by submitting a request in writing to their Department Manager. The Department Manager shall reply to the request in writing within seven (7) days of receipt of the request.

(b) Except in cases where special circumstances prevail, requests for leaves of absence shall be considered only if the request is submitted in writing on three (3) months' notice (or sooner due to family emergency situations), prior to the commencement of the requested leave and no later than one (1) month prior to the requested leave.

Each request will be considered on an individual basis and will be granted at the sole discretion of the Department Manager. Approval will not be unreasonably denied.

Leave of absence shall not be granted for any period of time which could be covered by accrued vacation entitlement.

### **MATERNITY AND PARENTAL LEAVE**

9.02 The terms and conditions of leave will be in accordance with the relevant provision of the Employment Standards Act.

Detailed information is available from the Human Resources Department.

### **UNION LEAVE**

9.03 (a) At the written request of the Union, the Company will grant, without pay, a leave of absence for employees to attend Union conventions or for the Plant Chairperson and Committee personnel to attend Union educational functions, provided such leaves would not materially interfere with production.

(b) Not more than two (2) employees, except by mutual agreement, shall be off work under **Section 9.03(a)** at any time, and the length of time for any one (1) leave of absence under **Section 9.03(a)** shall not exceed two (2) consecutive weeks.

The total days allowed for the entire committee under this Article will not exceed thirty-five (35) in each calendar year.

(c) The Company requires at least two (2) weeks' written notice under this section in order that replacements may be provided if necessary. In extraordinary circumstances a minimum of one week's written notice must be provided.

9.04 An employee who is elected or appointed to full-time service with the Union, shall upon written request from the Union giving a month's notice, be granted a leave of absence without pay or benefits, for a period of one (1) year. There shall be only one (1) such leave of absence in effect at any one time. Seniority shall accumulate for such absence. Such leave of absence will be renewed for a one (1) year period but the total period of such absence shall not exceed the length of seniority the employee had at the time of commencing the leave of absence or five (5) years whichever is lesser.

## **Article 10**

### **LATENESS AND ABSENCES**

10.01 Lateness and absence is recognized as a serious problem limiting the Company's efficiency. It is therefore, agreed that the records of persistent offenders in this regard shall be reviewed by the Company.

Any written reprimand, written warning notices or further disciplinary action shall take place with a Union representative present, unless the employee requests otherwise.

### **ABSENCE**

10.02 It is recognized that the employees sometimes have personal business which cannot be conducted other than during normal working hours. In such cases the supervisor shall be prepared to co-operate with the employee concerned provided that the request for time off is made the day previous.

10.03(a) An employee unable to report to work shall call in prior to the start of the shift to 905-927-4980 to the Supervisor or Manager to report the absence. Extenuating circumstances will be considered. The employee must have a basis for leave recognized in this agreement or the *Employment Standards Act, 2000*, for such absence.

The calls to 905-927-4980 will be recorded and suitable instructions will be on tape for the employee to hear at the time a call is made to the Company in order that information may be recorded properly.



(b) Three (3) days without reporting may be considered cause for disciplinary action, including dismissal, except when extenuating circumstances prevail. In this situation only, the three (3) days referred to shall be up to and including the end of the employee's normal shift on each day commencing with the first day of absence.

(c) When notifying the Company of absence, an employee must give an estimated date of return. If later, an employee is unable to return on that date, the employee must call the number referred to in **Section 10.03(a)** and give a new return to work date. Failure to do so may result in disciplinary action.

## **WARNING NOTICES**

10.04 Warning notices for infractions such as: lateness, absenteeism, breach of Company rules and unsatisfactory work shall be issued to the employee and a copy sent to the Plant Chairperson and the shop steward concerned on the same day.

10.05 Warnings will have effect for a period of six (6) calendar months.

10.06 Suspensions will have effect for a period of twenty-four (24) calendar months.

In the event that disciplinary action must be taken against an employee, a Union representative will be present, unless the employee requests otherwise.

10.07 In the event that a meeting with an employee is required under **Section 10.01** or **Section 10.06** at a time when no Union representative is on shift, the Union shall be given four (4) hours' notice of the meeting following which the meeting may be held.

## **Article 11**

### **HOURS OF WORK AND OVERTIME**

11.01 The work week shall be forty (40) hours consisting of five (5) eight (8) hour shifts and fall between 11:30 p.m. Sunday and 11:30 p.m. on Friday. This is not to be construed as a guarantee to provide work for any period whatsoever.

11.02 The regular hours of work for day scheduled employees shall be 7:45 a.m. to 4:30 p.m. (Monday through Friday) with a lunch period of 3/4 hours. By mutual consent, the regular hours of work may be changed to provide an eight-hour day anytime within the hours of 7:00 a.m. to 5:00 p.m. (Monday through Friday).

11.03 Shift work shall be scheduled to conform with the provisions of **Section 11.01** above.

(1) The second or afternoon shift shall fall between 2:30 p.m. and 12:30 a.m. (Monday to Friday).

(2) The third or night shift shall fall between 10:00 p.m. Sunday and 8:00 a.m. (Monday to Friday).

11.04 Notwithstanding **Sections 11.01, 11.02 and 11.03** above, changes in hours of work may become necessary. Such changes shall be instituted by mutual consent of the Company and the Union.

11.05 An employee who wishes to change shifts with another employee must have the consent of the other employee and the permission of their Supervisor.

11.06 A shift differential of one dollar and nine cents (\$1.09) per hour on the second shift and one dollar and eleven cents (\$1.11) per hour on the third shift will be paid to employees so engaged in work starting between the hours of 12:00 noon and 7:00 a.m.

In addition, the Company may establish a work schedule consisting of four (4) consecutive ten (10) hour shifts commencing either Monday or Tuesday. Employee participation in this schedule shall be voluntary and either the Company or the employee may terminate this shift arrangement on two (2) weeks' notice. The Union will co-operate in obtaining the necessary approval under the appropriate legislation.

11.07 Shift differential shall be paid at straight time for all overtime hours worked by the shift workers.

11.08 Employees required to work away from the facility shall have meals and transportation paid in accordance with standard Company practice.

#### **REST PERIODS**

11.09(a) All employees shall be entitled to two (2) ten (10) minute rest periods per shift – one (1) in the first half of the shift and one (1) in the latter half.

(b) An additional ten (10) minutes rest period with pay at overtime rates will be allowed every consecutive three (3) hour period of overtime.

(c) It is understood that the Company will grant "heat breaks" if necessary, in all areas of the plant which are not air-conditioned.

#### **CLEAN UP PERIOD**

11.10 It is the policy of the Company to recognize that certain jobs are of such a nature that some clean up time is desirable. The allowable time, however, is left to the discretion of the Supervisor under whose jurisdiction this particular type of job occurs.

## **OVERTIME**

11.11 It is recognized that a reasonable amount of overtime is necessary for the efficient operation of the Company's business and to that end, employees are expected to act in a full spirit of cooperation.

11.12 The Company agrees that the acceptance or rejection of overtime opportunities shall be voluntary. Once employees agree to work overtime, any lates and absences will be handled in accordance with **Article 10**.

11.13 The Company will attempt to give notice of overtime work no later than the day before or the shift before such work is scheduled.

11.14 Notwithstanding **Section 11.13** above, in exceptional circumstances where it is necessary to work overtime on short notice the Company guarantees a minimum work opportunity of thirty (30) minutes at overtime rates.

11.15(a) Where short notice is given, and where at least one (1) hour of overtime is worked, a thirty (30) minute supper break will be provided at overtime rates. Such would not be paid if the employee is called at home to come in early, then carry on with his regular shift.

(b) If overtime is cancelled on the day it is to be worked, employees who have been scheduled to work shall be paid for one-half (1/2) hour at overtime rates.

11.16 An employee called in to work outside the normal work hours shall be paid for a minimum of three (3) hours at applicable overtime rate.

11.17 The Company shall distribute overtime equitably and without discrimination among the employees who regularly perform the work. It shall be the duty of the employees' own supervisor to request them to work overtime.

11.18 An employee under training in a classification may be bypassed for overtime opportunities within their classification at the Supervisor's discretion.

11.19 Time and one-half shall be paid for all time worked in excess of eight (8) hours in any one scheduled workday except as otherwise provided in this Collective Agreement.

11.20 Double time shall be paid for all time worked in excess of twelve (12) hours until relieved.

11.21 Time and one-half shall be paid for the first four (4) hours worked and double time shall be paid for all time worked in excess of four (4) hours on the first day of an employee's regularly scheduled days off and double time shall be paid for all time worked on the second day of an employee's regularly scheduled days off.

## **ELECTION TIME PAY**

11.22 Election time pay shall be governed by the established regulations pertaining to that level of government which is involved at the time. Employees requiring time off for Municipal elections must give their supervisor at least twenty-four (24) hours' notice.

## **BEREAVEMENT ALLOWANCE**

11.23 The Company shall allow up to four (4) days with pay for employees who require time off during the normal work week at the time of death of their mother, father, husband, wife, son, daughter, step-children (in the legal custody of the employee or the employee's spouse), brother, sister, grandchild, grandparent or parent-in-law. An allowance of two (2) days shall be granted for the death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law. This clause is applicable only to employees on payroll ten (10) days or more.

## **JURY DUTY**

11.24 Employees may be granted leave of absence for Jury Duty or duty as subpoenaed witness. The Company agrees that they shall pay to such employees the difference between their wages and the amount they receive as a fee. It is understood the employees shall report back to work at any time when they are free of the responsibilities of such duties.

## **Article 12**

### **PENSION AND HEALTH SECURITY PLAN**

12.01 An employee reaches normal retirement age on his/her attainment of age 65. Pension shall be provided to employees under such conditions and in such amounts as are set out in the Signify Canada Ltd Non-Contributory Pension Plan for Markham Hourly Employees (formerly the Philips Electronics Ltd. Non-Contributory Pension Plan for Hourly Rated Employees (Toronto Plant) which was formalized as of April 1, 1977, with retroactive effect to June 3, 1974) ("**Markham Hourly Employee Pension Plan**").

At the time the Markham Hourly Employee Pension Plan was established, employees who were not members of the Salaried Contributory or Non-Contributory Pension Plan became eligible for the Markham Hourly Employee Pension Plan as follows:

(a) Employees who had acquired seniority on or before June 3, 1974, and who were not members of the Markham Hourly Employee Pension Plan, automatically became members of the Markham Hourly Employee Pension Plan on that date.

After June 3, 1974, any employee under the age of 65 automatically becomes a member of the Markham Hourly Employee Pension Plan when they first acquire seniority standing provided in this Collective Agreement.

## **NON-CONTRIBUTORY PENSION BENEFIT UNDER THE MARKHAM HOURLY EMPLOYEE PENSION PLAN**

12.02(a) Effective April 1, 2020, the Non-Contributory Pension Benefit will be thirty dollars (\$30.00) per month for each year of credited service.

(b) Effective April 1, 2021, the Non-Contributory Pension Benefit will be thirty dollars and twenty-five cents (\$30.25) per month for each year of credited service.

(c) Effective April 1, 2022, the Non-Contributory Pension Benefit will be thirty dollars and fifty cents (\$30.50) per month for each year of credited service.

Employees who are sixty (60) years of age or over, with 15 years of service or more who retire during the term of this Collective Agreement shall receive a one-time lump sum payment of two thousand five hundred dollars (\$2,500) less necessary statutory deductions.

## **HEALTH SECURITY PLAN**

12.03 An employee is eligible for the following programs after completing three (3) months of service with the Company.

(a) Life Insurance – the Company shall insure each employee for sixty thousand dollars (\$60,000) which will include accidental death and dismemberment, and the Company shall pay the total cost of this insurance. Employees may purchase an additional \$5,000 or \$10,000 life insurance at group rate.

(b) Ontario Health Plan – the Company shall pay the total premium cost for this plan.

(c) Major Medical Plan – Major medical coverage is available at no cost to the employees. The deductible shall be \$10.00 single and \$20.00 family. A pay direct drug card is provided to employees. Employees shall pay the dispensing fee for each prescription filled.

Vision Care – Will cover the cost of eyeglasses which must be prescribed by an ophthalmologist, licensed optometrist, or optician. Coverage is 100% of costs up to a maximum of \$210.00 in any 24-month period. This maximum shall increase to \$220.00 on April 1, 2021, and \$225.00 on April 1, 2022.

Services of an ophthalmologist or licensed optometrist, up to a maximum of \$100.00 per person over 24 consecutive months.

Chiropractic, Massage and Physiotherapy – \$25.00 per visit to an annual maximum of \$350.00 per person in a benefit year.

(d) Sick Benefit Plan – provides continuance of pay according to a fixed schedule.

(e) Long Term Disability Plan – a long term disability plan is in effect for employees with three

(3) months of continuous service or more. This will be integrated with the Sick Benefit Plan, and will pay 60% of regular wages (to age 65) up to a maximum of \$1,900 per month. Details of the plan are indicated in the benefits booklet.

(f) (i) The Company will pay up to one hundred eighty dollars \$180.00 toward the cost of one (1) pair of safety shoes per contract year per employee.

(ii) The Company shall provide ordinary safety glasses free of charge and will pay the cost of the first pair of prescription safety glasses. Where it is necessary for the employee to have prescription safety glasses renewed, the Company will pay the full cost of lenses and frames once every twenty-four (24) months.

(iii) Employees who have responsibilities for exterior building/grounds maintenance will be provided with a winter coat.

(g) The Company shall provide a dental plan for all employees and dependents, coverage shall include:

(i) Diagnostic and preventative 100%

(ii) Basic Restorative 100% (Fillings)

(iii) Denture repair, rebasing, relining, and replacement of existing dentures 80%

(iv) Initial partial or complete dentures 50%

(v) The maximum per insured individual per calendar year will be \$1,750.00 .

(vi) Deductible - \$10 single, \$20 family

(vii) Endodontics, periodontics and dental surgery 80%

(viii) Bridges and repairs to bridges 50%

(ix) The 2020 ODA schedule will be effective as of ratification, the 2021 ODA Schedule will be effective on April 1, 2021 and the 2022 ODA Schedule will be effective on April 1, 2022.

(x) Orthodontic coverage - \$800 lifetime maximum, 50% reimbursement per submission for eligible dependents 19 and under.

For the purpose of clarity, notwithstanding the provisions of the Collective Agreement, the Company shall comply with the laws of the Province of Ontario with respect to mandatory retirement. As such, employees shall not be compelled to retire at age 65, but benefits shall not continue for employees who continue to work after age 65.

12.04 The Company will retain the full amount of any reduction in the employee's portion of the EI premium resulting from the Sick Benefit Plan qualifying as a Wage Loss Placement Plan under the

Unemployment Insurance Act. Such reductions will be used to offset the cost of the Sick Benefit Plan.

Persons on lay-off shall have the following benefits maintained for a full three (3) month period:

MAJOR MEDICAL PLAN  
LIFE INSURANCE

### Article 13

#### VACATIONS

13.01 The Company requires all employees subject to the agreement to take their vacation entitlement in accordance with the provisions of this Article.

13.02 Notwithstanding **Section 13.01** above, if an employee's vacation pay is a lesser amount than the pay they would receive if they worked their vacation entitlement, the Company will endeavour to provide work for the employee thus minimizing any loss in pay.

13.03 All calculations of vacation entitlement or vacation pay shall be based on the vacation year which shall commence on January 1<sup>st</sup> and end December 31<sup>st</sup> of that year.

13.04 Where an employee has worked a period of months and a fraction of a month prior to the end date of the vacation pay year, the following rule shall apply:

An employee who works 75% of the working days or regular hours in the calendar month shall be treated as if they had worked a full month for the purpose of computing their vacation pay and entitlement. For 52 weeks following date of disability, time spent on WSIB and short term disability will be considered time worked for calculation of time off for vacation entitlement.

13.05 Vacation entitlement and vacation pay shall apply as follows:

(a) An employee with less than six (6) months' service shall be entitled to one-half (1/2) days of vacation for each month of service. Their vacation pay shall be calculated on the basis of 4% of their gross earnings\* during the vacation year.

(b) An employee with six (6) months' service but less than one (1) year of service shall be entitled to five (5) days of vacation. Vacation pay shall be calculated on the basis of 4% of their gross annual earnings\* during the vacation year.

(c) An employee with one (1) year but less than five (5) years of service shall be entitled to ten (10) days of vacation. Vacation pay shall be calculated on the basis of 4% of their gross earnings\* during the vacation year, or one full day's pay (up to a maximum of ten (10) working days) for each month worked in the current vacation year, whichever is greater.

(d) An employee with five (5) years but less than ten (10) years of service shall be entitled to three (3) weeks' vacation. Vacation pay shall be calculated on the basis of either six percent (6%) of the gross earnings\* during the vacation year or one and one-half (1-1/2) days' pay (up to a maximum of 15 days) for each month worked in the current vacation year, whichever is greater.

(e) An employee with ten (10) years but less than twenty (20) years of service shall be entitled to four (4) weeks' vacation. Vacation pay shall be calculated on the basis of either eight percent (8%) of the gross earnings\* during the vacation year or two (2) days' pay (up to a maximum of 20 days) for each month worked in the current vacation year, whichever is greater.

(f) An employee with twenty (20) years or more of service shall be entitled to five (5) weeks' vacation. Vacation pay shall be calculated on the basis of either ten percent (10%) of the gross earnings\* during the vacation year or two and one-half (2-1/2) days' pay (up to a maximum of 25 days) for each month worked in the current vacation year, whichever is greater. Excess Vacation Entitlement will be paid out no later than March 1 of the following year.

\*Gross Earnings include: *base hourly rate, shift premium, group leader premium, overtime pay, pay in lieu of notice, statutory holiday pay, Company floater holiday pay, call in pay, retroactive wages, anniversary award, previously paid vacation pay within vacation year, attendance incentive.*

13.06 Employees are allowed to take the current year's vacation entitlement as earned and/or in anticipation of its being earned.

13.07(a) Employees may carry-over up to a maximum of five (5) vacation days from one calendar year to the next. This carry-over entitlement must be taken by April 30<sup>th</sup> of the next year or will be subject to forfeiture. At management's request, carry-over vacation may be taken after April 30<sup>th</sup>. Scheduled carry-over vacation not taken due to illness/hospitalization/injury may be taken after April 30<sup>th</sup>.

(b) Vacation entitlement must be taken in no less than four (4) hour increments.

**PAID HOLIDAYS**

13.08 The following thirteen days are recognized as Paid Holidays. Subject to **Section 13.09**, employees shall be paid for such holidays at the standard hourly rate.



	<b>2020</b>	<b>2021</b>	<b>2022</b>
Good Friday	Fri. Apr. 10	Fri. Apr. 2	Fri. Apr. 15
Victoria Day	Mon. May 18	Mon. May 24	Mon. May 23
Canada Day	Wed. July 1	Thu. July 1	Fri. July 1
Civic Holiday	Mon. Aug. 3	Mon. Aug. 2	Mon. Aug. 1
Labour Day	Mon. Sept. 7	Mon. Sept. 6	Mon. Sept. 5
Thanksgiving Day	Mon. Oct. 12	Mon. Oct. 11	Mon. Oct. 10
Christmas Holiday*	Thu. Dec 24	Thu Dec. 23	Fri. Dec. 23
Christmas Day	Fri. Dec. 25	Fri. Dec. 24	Mon. Dec. 26
Boxing Day	Mon. Dec. 28	Mon. Dec. 27	Tue. Dec. 27
Christmas Holiday*	Tue. Dec. 29	Tue. Dec. 28	Wed. Dec. 28
Christmas Holiday*	Wed. Dec. 30	Wed. Dec. 29	Thu. Dec. 29
Christmas Holiday*	Thu. Dec. 31	Thu. Dec. 30	Fri. Dec. 30
New Year's Day	Fri. Jan. 1 2021	Fri. Dec. 31 2021	Mon. Jan. 2 2023

13.09 An employee is eligible for pay for a Paid Holiday provided:

(a) An employee must have worked five (5) hours of their regular shift immediately preceding and succeeding such a holiday. However, payment shall be made if:

(1) An employee is not on layoff more than ten (10) workdays prior to such a holiday.

(2) An employee is on Leave of Absence for a period not exceeding five (5) workdays.

(3) An employee without seniority has been on the payroll for a period of not less than ten (10) days prior to such a holiday.

(4) An employee is absent due to personal sickness or accident and has not expended their period of entitlement as outlined in the Sick Benefit Plan. Otherwise, employee must have been at work some time within the three (3) month period previous to the holiday.

(b) In the case of the Christmas holiday period employees who do not meet the requirements of **Section 13.09(a)** will lose three (3) days holiday pay for each of the preceding and/or succeeding shifts not worked.

13.10 If a Paid Holiday falls on a weekend or a non-working day, the holiday shall then be held either the Monday or the Friday closest to the holiday designated by the Company.

13.11 An employee who is required to work on a paid holiday shall be paid two (2) times their regular rate for hours worked in addition to their paid holiday pay.

13.12 If Heritage/Flag Day is legislated, it will be observed as an unpaid holiday.

13.13 The periods indicated below represent when the facility will reduce its operations for the term of this Collective Agreement.

2020 – 2021 Season

After work on Wednesday, December 23, 2020, to night shift starting on Monday, January 4, 2021

2021 – 2022 Season

After work on Wednesday December 22, 2021, to night shift starting on Monday, January 3, 2022

2022 – 2023 Season

After work on Thursday, December 22, 2022, to night shift starting on Tuesday, January 3, 2023

The time off, other than the paid holidays granted, will be taken by all employees in the Bargaining Unit without pay and without recourse to the severance pay clause.

## Article 14

### JOB EVALUATION

14.01 One of the most important features of our Job Evaluation Program is a Policy of Administration, which is fair to both the employee, and the Company, and which also establishes uniformity of application for all Plant jobs within the Bargaining Unit as may be covered by the Plan.

14.02 Evaluation: All present jobs evaluated using the modified N.E.M.A. Plan instituted by mutual agreement between the Company and the Union in 1955, and included in the Collective Agreement effective April 1<sup>st</sup> 1956, then revised in 1959. In cases where the rate has been negotiated it will be stated.

14.03 All jobs will be checked for description and title and if necessary updated. Jobs which are similar from the standpoint of duties and responsibilities are covered by the same description and bear the same title.

### JOB TITLES

14.04(a) The titles agreed upon are those which most clearly indicate the general nature and character of the work performed and are, wherever possible, consistent with titles commonly used throughout the industry.

(b) Job titles, though indicating as clearly as possible the general nature of the work performed, serve only as a distinguishing reference and are not intended as a statement of job content.

### DESCRIPTIONS

14.05(a) A job description has the following objectives: to set out the results of accurate

observation of the job and of correct analysis of its elements in such a way that a proper understanding of the whole job is presented. Work which is normally and regularly required of an employee in the classification must be contained in the description. A job description will not necessarily describe in detail all of the duties normally performed in the job.

(b) To distinguish the given job from all other jobs; to do this the elements or particular combination of elements which identify the occupation or grade of the occupation must be recognized and clearly stated in an understandable manner.

(c) To describe the work or types of work normally performed and establish the "level of difficulty" so that a proper evaluation can be made.

(d) To clearly convey its intended meaning to all who are concerned in its use. It must therefore be written in clear, simple, consistent terms, in such a way that there will be no over-lapping of jobs particularly within a family of jobs.

(e) To establish standardization. If the same job exists in more than one department of the Company, the same job description will apply for the job in each department.

#### **FORM OF JOB DESCRIPTION**

14.06 The form of job description will be as follows:

- (a) Job Title.
- (b) Summary of duties.
- (c) Work performed.
- (d) Typical material, tools and equipment used.
- (e) Knowledge and ability required.

#### **CLASSIFICATION OF EMPLOYEES**

14.07(a) Employees will be classified on the basis of the work they normally and regularly perform as set out in the job description and will be informed of their job title where such title is applicable.

(b) An employee is correctly classified if the distinguishing elements in the job description for their job are recognizable in the work normally and regularly assigned to them.

(c) An employee may not necessarily be required to perform all the work set out in the description for their job. If the duties assigned to them are set out in the job description they may claim the classification.

(d) An employee may occasionally be required to perform work not contained in the description for their job, provided it is related to the normal and regular work and not of a higher "level of difficulty". Should such work become a regular assignment, a review of their classification will be

made.

(e) The highest "level of difficulty", normally assigned to an employee, governs their work classification. Intermittent work must therefore be considered when classifying an employee provided such intermittent work is performed by such employee every time it occurs.

(f) Due to emergency situations or excessive work requirements it may be necessary to temporarily assign employees to work out of their classification. Such work may be of a higher, lower, or of the same level as their regular classification. (See **Article 15** - Wage Administration).

(g) Whenever required, employees within a certain classification may be rotated to other work within such classification in the same department. This is not intended to restrict the use of relief operators.

(h) An employee may not claim classification on the performance of unassigned work.

(i) If an employee feels they are wrongly classified they may process their claim through the proper procedure as outlined in this Collective Agreement.

(j) All work operations, duties and other distinguishing characteristics specified by the job description shall be performed under guidance and instruction which is usual and normal for those operations.

(k) It is mutually agreed that in order to permit employees to qualify for advancement, as part of the promotion procedure, employees may occasionally perform some of the work of a higher rated job under close guidance and instruction, provided the Union has been so notified. This shall be administered in accordance with the intent of **Section 15.03** below.

#### **MAINTENANCE OF PLAN**

14.08(a) A committee representing the employees and the Company will meet periodically to discuss items pertaining to the job evaluation program, i.e., ratings, descriptions, application and intent, classification. Either party may ask to convene a meeting of this committee.

(b) The Company, realizing the importance of settling disputes arising from the application of the job evaluation program, agrees that there shall be no undue restrictions placed on the Union Job Evaluation Committee in the performance of its function. This means that adequate opportunity will be provided for the committee to study the particular jobs under challenge or review.

#### **NEW JOBS**

14.09 The joint Job Evaluation Committee will review any new job titles or classifications created by the Company.

The Company may, in cases of dispute, post new or revised classifications with the notation that the area in dispute is under review.

Should the Job Evaluation Committee be unable to reach an agreement, the dispute may be grieved under **Section 6.11**.

### **REVIEW OF EXISTING JOBS**

14.10(a) The Union Job Evaluation Committee may request a review of any existing job provided that there have been changes affecting the work assignment.

(b) Within fifteen (15) working days of receiving such a request the Company shall arrange for the Union Job Evaluation Committee to see the job and to discuss the matter with the Compensation Manager.

## **Article 15**

### **WAGE ADMINISTRATION**

#### **RANGE OF RATES**

15.01 A wage range has been established for each job grade. This wage range applies to all jobs in the same job grade.

#### **STARTING RATES**

15.02 New employees shall normally be hired at the Starting Rate for the job grade in which their classification falls.

Increase to the maximum rate will be automatic in the time intervals established and will take effect on the nearest pay period start.

Previous time and experience shall be recognized to the extent that a rate above the starting rate may be paid.

#### **RATE POLICIES ON TRANSFERS**

15.03(a) When an employee is transferred to a higher-grade job, they shall receive at least the "Starting Rate" for the job grade in which the new job falls. Should their current rate, excluding any premiums or differentials referred to previously in this Collective Agreement, exceed the "Starting Rate", then the next highest rate within the job grade shall be paid. Increases to the maximum job rate shall be automatic upon completion of 30 worked days in job grades 1 to 8.

(b) When an employee is transferred to a lower labour grade they shall be paid the maximum rate for the lower job, except when the employee has not completed the required probationary period

on the higher job in which case they shall revert to their former rate in the lower job.

(c) No change in rate shall be made for a temporary transfer to a job in the same or a lower labour grade. Temporary transfer to jobs in a higher labour grade shall be treated as a Promotion.

Upon completion of a temporary transfer the employee shall revert to their former job and receive the final rate prior to the temporary transfer.

Time spent while on transfer shall be included in the calculation of wage progression.

#### **TRANSFERS DUE TO LAY-OFF**

(d) If the job to which the employee is transferred is:

- (1) within the same labour grade, the rate shall remain the same
- (2) a higher labour grade, the rate shall be as per **Section 15.03(a)**
- (3) a lower labour grade, the rate shall be as per **Section 15.03(b)**.

#### **GROUP LEADER**

15.04(a) Group leaders shall be paid the top rate of their job classification plus a premium of \$1.00, effective April 1, 2020.

(b) The enhanced Group Leader premium for assignments to a shift without supervision is 62.5¢ per hour for hours worked without supervision.

#### **METHOD OF PAYMENT**

15.05 Each employee shall be paid bi-weekly in the usual manner and receive verification via electronics access, for which training and printing will be made available. Except for absence during an unpaid Leave of Absence, or during absence when they are collecting sick benefits as outlined in the Sick Benefit Plan, or when he/she is on lay-off under the provisions of **Section 8.13** of this Collective Agreement, each employee shall be paid a salary equal to the appropriate hourly rate (**Schedule "B"**), plus the applicable premium or premiums, as well as the appropriate overtime premiums for each week of employment.

This method of payment will involve one (1) week hold back.

#### **WAGE ADJUSTMENTS**

15.06

- (1) Effective April 1, 2020, an increase to all wage rates of 2.0% as set out in **Schedule "B"**.
- (2) Effective April 1, 2021, an increase to all wage rates of 2.0% as set out in **Schedule "B"**.
- (3) Effective April 1, 2022, an increase to all wage rates of 2.0% as set out in **Schedule "B"**.

A retroactive payment for all hours worked except for temporary repack work.

## **Article 16**

### **MISCELLANEOUS**

16.01 All active employees must immediately advise the Company of any change in their home address or telephone number.

## **Article 17**

### **TERMINATION**

17.01 Unless changed by mutual consent, the terms of this Collective Agreement shall be binding upon the parties hereto from April 1, 2020, until March 31, 2023, and thereafter from year to year unless either party gives to the other party written notice of cancellation within a period of not less than sixty (60) days and not more than ninety (90) days prior to such expiration. Within twenty (20) days after the giving and receipt of such notice the parties hereto shall meet and attempt to negotiate the continuance of this Collective Agreement. If such negotiations are not successful prior to such expiration, the time for such negotiations is extended by mutual consent.

17.02 If no such notice of cancellation has been given, either party may within a period of ninety (90) days prior to the expiration date present to the other party in writing proposals for the modification of this Collective Agreement. Such negotiations shall not extend beyond the expiration date of this Collective Agreement except by mutual consent of the parties hereto. If no mutual consent for the time extension is reached, then this Collective Agreement, at the expiration date, shall automatically renew itself for a further period of one (1) year.

The changes to the Collective Agreement as noted herein, having been presented to the Union Membership and ratified on October 20, 2020 together with the articles not changed through negotiations, constitute the provisions for a renewed Collective Agreement for a three (3) year period commencing April 1, 2020 and the parties to the Collective Agreement so signify by affixing their signature below.

Signed at Markham, Ontario the 18th day of November, 2020.

**FOR THE COMPANY**

David Grinstead, Market Leader Canada



Domingos Afonso, Supply Chain Leader



Marie-Eve Blais, HR Business Partner

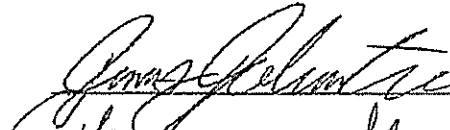


Debra Farnum, Logistics Manager



**FOR THE UNION**

Jim Johnston, Chairperson



Lorne Geniole, Committeeperson



Steve Batchelor, National Representative



Corey Dalton, President, Local 1090



Greg Auchterlonie, Financial Secretary, Local 1090





## SCHEDULE "A"

The following constitutes the ranking of Bargaining Unit job classification with Labour Grades.

<u>Labour Grade</u>	<u>Code Classification</u>
Gr. 3	0311 Assembly Assistant
Gr. 4	0419 Packer - Lighting
Gr. 5	0511 Warehouse Generalist
Gr. 6	0611 Warehouseperson
Gr. 7	
Gr. 8	0811 Shipping Receiving/Equipment Operator

## SCHEDULE "B"

Hourly Rate Schedule April 1, 2020				
	Start	3 months	6 months	9 months
Grade 3	\$ 16.23	\$ 16.65	\$ -	\$ -
Grade 4	\$ 23.54	\$ 23.60	\$ 23.92	\$ -
Grade 5	\$ 23.99	\$ 24.11	\$ 24.43	\$ -
Grade 6	\$ 24.40	\$ 24.48	\$ 24.68	\$ 24.97
Grade 7	\$ 25.25	\$ 25.54	\$ 25.80	\$ 26.14
Grade 8	\$ 26.15	\$ 26.67	\$ 26.81	\$ 27.26

Hourly Rate Schedule April 1, 2021				
	Start	3 months	6 months	9 months
Grade 3	\$ 16.55	\$ 16.98	\$ -	\$ -
Grade 4	\$ 24.01	\$ 24.07	\$ 24.40	\$ -
Grade 5	\$ 24.47	\$ 24.60	\$ 24.92	\$ -
Grade 6	\$ 24.89	\$ 24.97	\$ 25.18	\$ 25.47
Grade 7	\$ 25.76	\$ 26.05	\$ 26.32	\$ 26.67
Grade 8	\$ 26.68	\$ 27.21	\$ 27.35	\$ 27.81

Hourly Rate Schedule April 1, 2022				
	Start	3 months	6 months	9 months
Grade 3	\$ 16.88	\$ 17.32	\$ -	\$ -
Grade 4	\$ 24.49	\$ 24.56	\$ 24.89	\$ -
Grade 5	\$ 24.96	\$ 25.09	\$ 25.42	\$ -
Grade 6	\$ 25.39	\$ 25.47	\$ 25.68	\$ 25.98
Grade 7	\$ 26.28	\$ 26.57	\$ 26.85	\$ 27.20
Grade 8	\$ 27.21	\$ 27.75	\$ 27.90	\$ 28.37

## **SCHEDULE "C"**

The Repack temporary employee rate shall be the Grade 3 start rate in effect from time to time.

## **APPRENTICESHIP TRAINING PROGRAM**

The parties are in agreement to delete the Apprenticeship Training Plan on the understanding that if such a plan is ever reactivated, it will be subject to the terms and conditions as outlined on Page 61 of the Collective Agreement dated April 1, 1983 to March 31, 1985.

## **LETTERS OF UNDERSTANDING**

The following are items not to be construed as being in the body of the Collective Agreement but are included in this booklet for the information of both parties.

### **Letter No. 1 - Re: Pensions**

Effective August 31, 1979, the Contributory Pension Plan for Hourly Rated Employees of Philips Electronics Ltd. will be merged into the Philips Electronics Ltd. Retirement Plan for Salaried Employees which plan will be renamed for the 'Philips Electronics Ltd. Contributory Retirement Plan'. With this merger, prior members of the Contributory Hourly Plan will become entitled to such full benefits as if they had always been members of the Salaried Plan, will contribute in the same fashion as salaried employees and in all respects be provided with the same pension benefits. In addition, there will be an important proviso that in no event will the resulting benefits at retirement be less than the projection of likely benefits under the existing Contributory Hourly Plan were it to stay in operation unchanged. (These projections have been shared with the Union representatives and will be distinctly incorporated as a guarantee under the new merged plan).

All members of the existing Contributory Hourly Plan shall become members of the new merged plan. None can 'opt-out' and join, say, the Non-Contributory Hourly Plan.

Those members of the bargaining group who are not members of the existing Contributory Hourly plan will be given a one-time-only chance to elect to join the new merged contributory plan as of September 1, 1979. Those taking advantage of this election will have any existing Philips pension credits frozen and will earn credits under the new merged contributory plan for service only in and after September 1, 1979.

### **Letter No. 2 – Re: Overtime**

The Company recognizes the concern of the Union that overtime be distributed equitably among the employees who regularly perform the work. In the result, the Company undertakes to develop with the Union a system which permits overtime within the department to be distributed equitably among the members of the shift in the department in which the work will be performed. Furthermore, the Company will develop with the Union a system which permits weekend overtime within the department to be distributed equitably among the employees who regularly perform the work. The Union understands that operational requirements dictate that the performance of work on alternate shifts will make certain overtime work unavailable to members of a particular shift.

### **Letter No. 3 - Re: Plant Closure or Permanent Discontinuation of Product**

In the event of a plant closure or permanent discontinuation of a product line that would affect the membership, the Company will inform the Union of such actions as soon as it has the legal ability and appropriate authorization to do so.

A meeting will be held between the Company and the Union to discuss any possible alternatives.

### **Letter No. 4 - Re: Forklift Driver Training**

The parties have agreed that the Company will post and maintain the listing of equipment and qualified drivers for all equipment types.

The Company agrees that employees will only drive those pieces of equipment for which they are qualified.

If drivers wish to learn to operate pieces of forklift equipment, they may ask supervision. Such requests will not be denied. Such training will take place during the employees' regular working hours.

### **Letter No. 5 – Re: Winter Coats**

The parties have agreed that the Company's responsibilities under **Section 12.03(f)(3)** will be met when winter coats are provided to individual employees permanently assigned to the "0511 Warehouse Generalist" classification.

In addition, a coat will be provided to the one "0810 Senior Warehouseperson" assigned responsibility outdoors.

Two coats will be provided for use by the Labourer classification, one for smokers and one for non-smokers. Coats will be cleaned as necessary.

### **Letter No. 6 – Re: Group Leaders**

This letter confirms that Group Leaders are members of the bargaining unit are not management. Accordingly, Group Leaders do not have authority to impose discipline.

### **Letter No. 7 – Re: Hospitalization**

This letter serves to clarify the definition and interpretation of the term hospitalization as contemplated in the benefits booklet pertaining to the sick benefit plan (**Section 12.02(d)**).

The waiting period is waived on the basis of hospitalization only in the event that the employee is admitted and confined in a hospital for at least 24 hours as an in-patient or if admittance of an employee into a hospital is for a non-elective surgical procedure which involves a general anaesthesia or epidural and is followed by at least 3 hours of confinement in a hospital bed.

Employees are required to provide, at their own expense, a detailed doctor's note confirming both the medical need and the completion of a procedure which meets the definition above in order to qualify for the waiver of the waiting period due to hospitalization.

### **Letter No. 8 – Re: Temporary Employees**

The Company in consultation with the union will, within 30 days of ratification, post for not less than six training opportunities in higher labour grade work, such employees to be selected by the Company pursuant to **Section 8.28**. For the purpose of clarity, temporary employees shall not be eligible for training.

The Company is permitted to call up the trained employees described above on 24 hours' notice to do the work required by the Company. Such call-ups will be done by shift first and then facility wide. The union will be provided with notice of assignment and expected duration thereof. In the event that the assignment is of shorter duration than expected, the employee shall be given as much notice as is practicable.

The parties have agreed that the Company may use no more than 6 back fill temporary employees at any one time to back fill employees called up to do a higher-grade level work on a temporary basis.

If the Company cannot get employees to be trained to perform the higher grade work or to perform the assignment, the Company will be permitted to hire temporary employees to do the higher grade work for only the period of the temporary assignment. Such temporary employees will be paid the start rate for the appropriate classification. In the event that a temporary worker performs the duties of a bargaining unit classification for a higher grade type of work in excess of 480 hours in a rolling twelve month period, this will be considered a bargaining unit vacancy and will be posted in accordance with **Section 8.28**. If there are no full-time applicants for the posted position, the temporary worker who has completed in excess of 480 hours in that position in a rolling twelve month period will be awarded that position subject to satisfactory performance for an additional thirty (30) worked days in jobs in labour grade 1 – 8 inclusive and forty-five (45) worked days in jobs in labour grades 9 – 15 inclusive. The said temporary worker will not be subject to 8.03. If the said temporary worker does not perform satisfactorily during the above period, he or she will be laid-off, without further notice or severance pay.

If a trained employee refuses to be called up on 3 occasions without acceptable reason, he or she will be removed from the call up list.

The Company agrees not to hire temporary employees under this provision while employees are on lay-off, unless qualified laid off employees fail to accept such temporary assignment within one (1) day of being informed of the assignment via phone or email.

Temporary Employees under this Collective Agreement will be required to pay union dues but will not acquire seniority in accordance with **Section 8.03** or be entitled to any benefit plan or any benefits under this Collective Agreement. However, they will be considered first without obligation to hire in the event a full time vacancy becomes available.

**Letter No. 9 – Re: Grade 3 Benefits**

The parties have agreed that Grade 3 employees will be included in the full benefit program available to all other bargaining unit employees.

**Letter No. 10 – Re: Vacation Entitlement Effective Milestone Years**

Both parties have agreed that for a calendar year in which an employee moves to a greater vacation entitlement (a “milestone year”) the employee shall receive his or her increased vacation time off and payment during the calendar year in which the milestone is reached.

**Letter No. 11 – Re: Vacation Pay**

Both parties have agreed that employees shall have vacation pay calculated on earnings which include vacation payouts received during the calendar year in which vacation time off is taken but not on the money paid, if any, to top up the vacation payment to the appropriate percentage amount (the “balloon payment”).

**Letter of Intent**

During collective bargaining, the parties discussed the issues and concerns of plant closure. The Union recognizes the commitment of the Company to continue its operation. However, in the event of a closure, the severance pay will be paid in accordance with the terms contained in this Collective Agreement, regardless of the number of employees affected.