

**TO: ALL MEMBERS OF KOPRASH LOCAL 000636, CFB**

**RE: RATIFICATION OF TENTATIVE AGREEMENT**

A tentative agreement was reached on September 15<sup>th</sup>, 2011, on behalf of the PSAC members at Koprash Inc. in Borden.

Unless otherwise specified, the proposed changes would become effective on the date of ratification. Current collective agreement articles or clauses not listed here or in the attached ratification kit would be renewed without change.

The remainder of the ratification kit includes the Memorandum of Agreement identifying all change to the collective agreement as a result of the tentative agreement. Unless otherwise specified, the proposed changes would become effective on the date of ratification that is scheduled for September 26, 2011.

**Highlights:**

Duration: three (3) Years, new expiry July 31, 2014. First 2% increase applied August 1 2012, and 2% August 1 2013.

Benefits for full-time: Healthcare & Dental plan, 60% coverage with a \$5k cap. Single premiums 100% paid for by the Company and Family 50% Company paid;

Basic Life Insurance;

Multiple paramedical coverage \$300.00 cap per year each; and

New: Vision care \$200.00 every 2 years.

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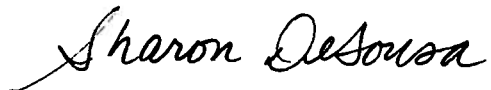


Your Bargaining Team comprising:

Lori Baker  
Tammy Stone  
Lisa Adsit  
Kim L. Beemer (PSAC, Ontario Region Negotiator)

The negotiating team is recommending the memorandum for ratification.

In Solidarity,



Sharon DeSousa  
Regional Executive Vice-President, Ontario  
Public Service Alliance of Canada

cc: National Board of Directors  
John MacLennan, President, Union of National Defence Employees  
Directors' Team  
Susan Jones, Coordinator, Negotiations Section  
Nicholas Galletti, Coordinator, Communications  
Kim Beemer, Negotiator  
Negotiators/Research Officers  
Regional Negotiators  
Chris Wilson, Ontario Regional Coordinator  
Lorraine Diaper, Regional Representative  
Krista Devine, Coordinator, Representation Section  
Ratification Kit Binder (Negotiations Section)  
Dale Robinson, Strike Mobilization Project Officer

## **PSAC MEMORANDUM OF AGREEMENT**

**On all issues regarding negotiations for the renewal Collective Agreement Between:**

**PSAC, Local 000636 (“the Union”)  
And  
Koprash Inc.  
 (“the Employer”)**

1. The Parties hereby agree to unanimously recommend to their respective principals the terms and conditions set out in this Memorandum of Agreement.
2. The terms of this Memorandum of Agreement, as set out below, including the “Attachments” shall be subject to ratification by the Union. Ratification shall take place no later than September 27, 2011.
3. Upon ratification, the Article amendments as set in this Memorandum, and the “Attachments” shall constitute all the changes to the predecessor Collective Agreement that expired July 31, 2011 unless specified otherwise.
4. The duration of the Collective Agreement is three (3) years, and shall be in effect from August 1, 2011 to July 31, 2014.
5. Amend Company name to read Koprash Inc. where applicable.
6. Change Site Coordinator to Site Manager.
7. Renew MOA Social Justice Fund but amend to reference CFB Borden at \$100.00
8. Any other housekeeping issues as agreed between the parties i.e. typos and update dates where applicable.
9. Amend Article 14.10 as follows:  
Where the Company is unable to reconcile the situation to the satisfaction of the Client, The Employee shall be transferred to another building if reasonably possible. If the Employee cannot be transferred to another building, the Employer shall offer the Employee a position at another Client Job Site if reasonably possible, at that applicable rate of pay and hours. Failing all of the above, the Employee shall be discharged.
10. Add attached language RE Family Medical Leave and Emergency Leave.
11. Amend Article 35 – Uniforms to reflect four (4) shirts annually. However, uniforms shall be replaced due to excessive wear and tear within reason. \*delete

opening sentence RE implementation and renumber accordingly.

## **12. Add Article 4 – Managements Rights**

4.01 a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its Employees,

**These rules, regulations, policies and practices shall be:**

- i. without discrimination;**
- ii. clear and unequivocal;**
- iii. brought to the attention of the Employee before the Company can act on it;**
- iv. consistently enforced by the Company from time it was introduced; and**
- v. the Union maintains the right to challenge these rules, regulations, policies or practices at the time of their introduction or at the time they are applied to an Employee.**

**b) and to discipline or discharge Employees, provided that an Employee has completed his probationary period, for just cause in accordance with the agreement;**

**existing b) becomes new c);  
existing c) becomes new d) (and replace colon at end of existing sentence with a period)**

13. New Benefit Plan as per attached. Amendment to include vision coverage of \$200.00 per two years. All Benefits shall go into effect November 1, 2011.
14. Include 'General Cleaners' in the last sentence of Article 18.01

15. Wage adjustments shall be paid as follows, and the wage grid shall be added to Article 36. The 0-3 month rate shall remain as the start rate for the duration of this agreement.

Current Wages	April 1, 2011
0-3 months of service	\$10.56
3 months – 2 Years of service	\$11.59
More than 2 Years of service	\$11.85

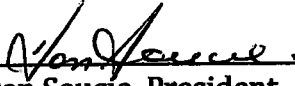
Effective Date	August 1, 2012
0-3 months of service	\$10.56
3 months – 2 Years of service	\$11.82      2.0% increase
More than 2 Years of Service	\$12.09      2.0% increase

Effective Date	August 1, 2013
0-3 months of service	\$10.56
3 months – 2 Years of service	\$12.06      2.0% increase
More than 2 Years of Service	\$12.33      2.0% increase

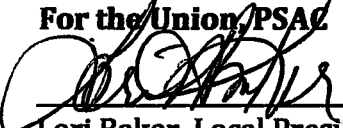
16. In the event that there are errors or omissions in this Memorandum of Agreement, the Parties shall make the necessary amendments to the Collective Agreement in order to give effect to their negotiated intentions.
17. Each Party hereto warrants that each of the signatories to this Memorandum of Agreement is authorized to bind its respective Party.


Signed on this day of September 15, 2011 in the County of Simcoe


**For the Company, Koprash Inc.**

  
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 Dan Soucie, President

**For the Union, PSAC**

  
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 Lori Baker, Local President

  
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 Tammy Stone

  
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 Lisa Adsit

  
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 Kim L. Beemer, PSAC Regional Negotiator

## **New: Article XX – Emergency Leave**

**XX.01** An employee who is entitled to personal emergency leave can take up to ten (10) days of unpaid leave every calendar year due to:

- Personal illness, injury or medical emergency, or
- Death, illness, injury, medical emergency or urgent matter relating to the following family members:
  - A spouse\*;
  - A parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step- grandchild of the employee or the employee's spouse;
  - The spouse of an employee's child;
  - A brother or sister of the employee;
  - A relative of the employee who is dependent on the employee for care or assistance.

**\*Note:** “spouse” includes both married and unmarried couples, of the same sex or the opposite sex.

**XX.02** An employee is eligible for personal emergency leave because of the death, illness, injury or medical emergency of, or an “urgent matter” concerning, a specified family member, as listed above. An urgent matter is an event that is unplanned or out of the employee's control, *and* raises the possibility of serious negative consequences, including emotional harm, if not responded to.

**XX.03** Employees are entitled to take personal emergency leave for pre-planned (elective) surgery. Although such surgery is scheduled ahead of time (and therefore not a medical “emergency”), surgeries performed because of an illness or injury will entitle an employee to personal emergency leave.

**XX.04** There is no pro-rating of the 10-day entitlement. An employee who begins work part way through a calendar year is still entitled to ten (10) emergency days during the remainder of that year.

**XX.05 Employees cannot carry over unused personal emergency leave days to the next calendar year. The 10 days of personal emergency leave do not have to be taken consecutively. Employees can take personal emergency leave in part days, full days, or in periods of more than one day. If an employee takes only part of a day as personal emergency leave, the employer can count it as a full day of leave.**

## **New Article XX – Family Medical Leave**

**XX.01** All employees, who are covered by the Employment Standards Act, 2000 (ESA) are entitled to family medical leave. Family medical leave is unpaid, job-protected leave of up to eight weeks in a twenty- six (26) - week period.

**XX.02** Family medical leave may be taken to provide care or support to certain family members and people who consider the employee to be like a family member in respect of whom a qualified health practitioner has issued a certificate indicating that he or she has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. The medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner.

**XX.03** There is no requirement that an employee be employed for a particular length of time, or that the employer employ a specified number of employees in order for the employee to qualify for family medical leave.

**XX.04** *Care or support includes, but is not limited to:* providing psychological or emotional support; arranging for care by a third party provider; or directly providing or participating in the care of the family member.

*The specified family members for whom a family medical leave may be taken are:*

- the employee's spouse (including same-sex spouse)
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a brother, step-brother, sister, or step-sister of the employee
- a grandparent or step-grandparent of the employee or of the employee's spouse
- a grandchild or step-grandchild of the employee or of the employee's spouse
- a brother-in-law, step-brother-in-law, sister-in-law or step-sister-in-law of the employee
- a son-in-law or daughter-in-law of the employee or of the employee's spouse
- an uncle or aunt of the employee or of the employee's spouse

- a nephew or niece of the employee or of the employee's spouse
- the spouse of the employee's grandchild, uncle, aunt, nephew or niece
- Family medical leave may also be taken for a person who considers the employee to be like a family member. Employees wishing to take a family medical leave for a person in this category must provide their employer, if requested, with a completed copy of the Compassionate Care Benefits Attestation form, available from Human Resources and Skills Development Canada, [www.hrsdc.gc.ca](http://www.hrsdc.gc.ca), whether or not they are making an application for EI Compassionate Care Benefits or are required to complete the form to obtain such benefits.

**XX.05** The specified family members do not have to live in Ontario in order for the employee to be eligible for family medical leave.



**KFS**

EXCELLENCE  
ENVIRONMENT  
EFFICIENCY

September 18, 2011

Kim Beemer  
Public Service Alliance of Canada

**Re: Koprash Inc. Benefits Plan Local 636, CFB Borden, County of Simcoe**

Attached is the updated Schedule of Benefits summary from Great-West Life. Upon ratification of the new Collective Agreement, we will introduce this plan for all full-time non-probationary employees of Koprash Inc. at CFB Borden PSAC Local 000636 with coverage to commence on November 1, 2011.

Great-West Life will provide each employee with a Pay Direct drug card. Employees will have the option to enroll in the plan with either single or family coverage and will have 30 days to upgrade coverage from single to family with no requirement to complete a medical questionnaire. After 30 days, there will be a requirement for a medical questionnaire however there is no limit on when an employee can apply to enroll in the plan or change coverage from single to family. There will be a 3 month waiting period (from hire date) for all new employees before they are eligible for enrollment in the plan. Any employee portion of the premium will be paid through deduction from their semi-monthly net pay.

**Cost Breakdown (Monthly Premium) for 2011 and 2012:**

**Single \$74.36:**

Paid by employer	\$74.36
Paid by employee	\$ 0

**Family 141.78**

Paid by employer	\$74.36
Paid by employee	\$67.42

Sincerely,

Dan Soucie  
President  
Koprash Inc.

## Koprash Inc. Schedule of Benefits

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### Basic Life Insurance

- **All Employees** ..... Flat \$10,000
- **Non-Evidence Maximum** ..... \$10,000
- Coverage reduces by 50% at age 65 and terminates at age 70 or prior retirement
- Waiver of premium provision to age 65
- Conversion privilege

### Healthcare

- **Deductible** ..... Nil
- **Co-Insurance** ..... 60%
- **Prescription Drugs and Medicines**
  - **Pay Direct Drugs** ..... Telus Plan #88 Generic
  - **Deductible** ..... Nil
  - **Co-Insurance** ..... 60% for Drugs
  - **Annual Drug Maximum** ..... \$5,000 per calendar year
- **Out-of-Hospital Private Duty Nursing** ..... \$10,000 for a maximum of 12 months per condition
- **Out-of-Country Medical Expenses** ..... **Emergency & Referral 100% co-insurance**
- **Global Medical Assistance – Out-of-Country Emergency Medical Network**
- **Orthopedic Shoes & Orthotics** ..... maximum of \$300 per 12 months  
(when prescribed by a physician or podiatrist - not a chiropractor)
- **Custom Hose** ..... 4 pairs per 12 months
- **Diabetic Supplies** ..... Included
- **Paramedical Practitioners\* -- 60% Co-insurance**
  - **Chiropractors - Including x-rays** ..... \$300 per year per covered person
  - **Podiatrists - Including x-rays** ..... \$300 per year per covered person
  - **Physiotherapists** ..... \$300 per year per covered person
  - **Psychologists/Social Worker** ..... \$300 per year per covered person
  - **Speech Therapists** ..... \$300 per year per covered person

**Koprash Inc.**  
**Schedule of Benefits Cont'd...**

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- o Massage Therapists ..... \$300 per year per covered person
- o Naturopaths ..... \$300 per year per covered person
- o Osteopaths ..... \$300 per year per covered person

\* Payable after the Provincial Plan maximum has been satisfied where applicable.

**Vision Care**

- Eye Glasses and Contact Lenses ..... \$200 per 24 months
- Co-insurance ..... 60%

**Dental Care**

- Deductible ..... Nil
- Co-Insurance
  - o Basic Services ..... 60%
  - o Accidental Dental ..... 100%
- Maximum
  - o Basic Services ..... \$750 per calendar year
- Fee Guide ..... Current - based on province of residence
- Recall ..... every 6 months

**Covered Expenses**

- Basic Services
  - o Examinations, extractions, fillings
  - o Prophylaxis, fluoride treatment
  - o X-rays
  - o Pit & Fissure sealants
  - o Endodontic (root canal therapy)
  - o Periodontic / treatment of the gums
  - o Relining & rebasing of dentures