

SOURCE	Union	
EFF.	88 04	28
TERM.	91 04	27
No. OF EMPLOYEES	485	
NOMBRE D'EMPLOYES	Rw	

AGREEMENT

**This AGREEMENT made and entered into as of the
28th day of April, 1988.**

BETWEEN

GATES CANADA INC.

in Brantford, hereinafter referred to as "the Company",

AND

**LOCAL NO. 733 OF THE UNITED RUBBER, CORK, LINOLEUM AND PLASTIC
WORKERS OF AMERICA, AFL-CIO-CLC,**

hereinafter referred- to as "the Union".

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ARTICLE I

Recognition

1.01 The Company **recognizes** the Union as the sole and exclusive bargaining agency for all the employees of the Company, save and except foremen, persons above the **rank** of foreman, uniformed security guards, Chief Engineer, office and sales staff.

ARTICLE II

Discrimination

2.01 The Company and the Union agree that there shall be no discrimination or intimidation of any sort practised by the **Company** or by the Union by reason of any activity or lack of activity, past or future, of any employee with or in respect to membership or nonmembership or activity or lack of activity in the Union.

2.02 The Company agrees that it will not by any means, directly or indirectly, persuade or influence, or attempt to persuade or influence any employee against membership or activity in the Union. The Union agrees that it will not solicit membership on Company time.

2.03 The Company and the Union agree to maintain the policy of no discrimination by reason of age, sex, race, colour, creed or national origin.

ARTICLE III

No Strike or Lockout

3.01 The Union agrees to the no-strike provisions of the Labour Relations Act of Ontario which says, "No employee bound by the Agreement shall strike", and "No employee shall do any act if he knows or ought to know that, as a probable and reasonable consequence of the act, another person or persons will engage in an unlawful strike." Under the Act a "strike includes a cessation of work, a refusal to work or continue to work by employees in combination or in concert or in accordance with a common understanding, or a slowdown or other concerted activity on the part of employees designed to restrict or limit output."

3.02 The Company agrees that It will not take over the processing of materials from any other *firm* at which a strike is in progress, with the purpose of assisting that firm in breaking the strike. Employees under the bargaining unit, will not be required to cross the picket lines of other firms where duly sanctioned strikes are in progress.

3.03 The Company agrees there shall be no lockout so long as this Agreement continues to operate.

ARTICLE IV

Hours of Work

4.01 The normal weekly schedule of the factory is a five day, forty hour week, Monday to Friday inclusive, but this shall not be construed as a guarantee of hours of work per day or per week. Each employee is assigned regular shift hours according to his type of work and number of shifts per day. Weekly starting times and *shift* starting times will be scheduled in accordance with production requirements. In the event production conditions require that a *major* change be made in starting times as set forth above, the Union Executive will be advised of the change and reason therefore. Normal shift schedules will be as follows:

Employees working on the above operations will be given twenty minutes in which to wash up, without loss of pay. Whether or not they complete their shift before such wash up will be *left* to the discretion of their foremen. If they are required to finish out their shifts, instead of leaving work twenty minutes early, they will receive twenty- minutes extra pay (at straight time hourly rate) for the shift **Just** completed, but the extra twenty minutes will not count as time worked for overtime calculations. If the employee doesn't clean up, he will not receive the clean up allowance.

ARTICLE V

Wages

5.01 Definitions

1. Average Hourly Earnings

Average hourly earnings (**AHE**) as used in this agreement is **defined** as the employee's average weekly hourly earnings exclusive of all premiums. **A.H.E.** will be based where possible on the earnings for the second week prior to date of application. However, a week in which an employee has less than twenty-eight (**28**) hours of incentive earnings will not be used in calculating **AHE**. Saturday and Sunday earnings will be excluded when calculating average hourly earnings.

2. Satisfactory Effort

For the purpose of this agreement an employee will be considered to have put forth satisfactory effort by working at **E.I.E.** effort level or above (limit being CAP) for all productive time available during his shift excluding standard allowances.

5.02 (a) The establishment of incentive rates on all operations or on new equipment replacing or adding to other operations or equipment shall be derived from stop watch readings, and calculated on the basis of a plus three (**128%**) on the Company's rating scale so that an average experienced employee

using proper methods working at normal incentive effort and pace and producing a quality product will be able to earn the **EIE** of that Job classification on which the employee works.

(b) All future incentive rates and present established rates when revised will be calculated so that an operator working under machine or cycle restricted times can maintain CAP earnings.

The following rules will govern the application of CAP payments for machine times or cycle restricted times when such elements are a part of any incentive rate:

- (1) All actual machine or cycle restricted times will be increased by ten (10) percent to allow an earning level of **CAP**.
- (2) All internal work performed by the operator or operators during the machine or cycle restricted time will be at CAP earnings level of performance with the Company retaining the **right** to **utilize** the full machine or cycle restricted time at CAP earnings level.
- (3) The working formula for the determination of a machine or cycle restricted element is as follows:

When working time at CAP divided by the actual machine or cycle restricted element equals a **factor** less than one, the machine or cycle restricted element will be extended to CAP earnings level.
- (4) CAP payment for machine cycle time will be left where it presently **is** in the existing rate calculations on all operations which have already been restudied.

CAP payment for machine cycle time will also be left where it presently is in the existing rate calculations or any other rates which are changed under Article V of the Collective Labour Agreement.

Pates on new operations and new product lines **will** have **CAP** payment **for** machine cycle time included at the "bottom line" as discussed and agreed to by the parties except for elements having established standard data.

As used herein "bottom line" is defined as an addition after the application of miscellaneous and negotiated allowances to arrive at the total allowed time.

(c) In establishing rates consistent standard data will be used and **appl**ied by the Company.

(d) Interference times set by the Company by using manuals will be spot checked by stop watch readings before they are included in the rates for an operation. **if** interference times

cannot otherwise be agreed upon they will be subject to a joint time study at the request of the Union.

5.03 It is agreed that no change in established piecework rates or standards will be made, unless there is a change in job content, such as method, construction, compound, group arrangements, breakdown, layout, equipment, material or material specifications, which either increase or decrease the time necessary to produce a unit of production. Any change in established piecework rates or standards will be made commensurate with the degree of change in job content so that operators working with the same skill and effort as before the change was made will have the same earnings opportunity.

5.04 Unless otherwise mutually agreed, changes in established piecework rates or standards (not including standard data) will be made as soon as possible, but not later than One Hundred and Twenty (120) days following a change in job content and the issuing of the revised S.O.P. It is understood that where an employee increases his efficiency through his own skill and effort, it shall not be interpreted as being a change in job content, provided he follows the standard operational procedure and maintains quality standards.

This limitation will not be applicable under the following conditions:

1. Where changes are made so that the established piecework rate or standard is not applicable and guarantee payment is provided.
2. Where a series of small changes in job content is made over a period greater than that specified above and which would normally reduce the piecework rate or standard and the accumulated changes in rate or standard are installed at one time. In such cases the Union Time Study Engineer and President of Local 733 will be advised in writing of each change at the time such change is made; in the event such change is not made within six (6) months from the date the Union is notified, the written notice will be considered null and void.

5.05 (a) Obvious mathematical errors in rate calculations and obvious inaccuracies relating to Job content made at the time the rate was computed will be corrected, unless more than ninety (90) days have elapsed since the rate was effective, in which event corrections may be made only by mutual agreement. New rates or changed rates in effect for ninety days will be established and not subject to grievance.

(b) In new or changed operations that are the same as existing operations on which the Company has accepted standard

data, the piecework rate for such operation **may** be computed from such data. The Union may request a time study check **on** any rate **so established** if the request is made within ninety days after the new or changed rate became effective.

5.06 It is agreed that the Company shall base its piecework rates or standards **on** the full use of an employee's time, which consists of full productive time **on** the Job less reasonable allowances.

5.07 The department steward concerned will be **notified of** new rates or **of** changes in established piecework prices and, **if** he **so** requests, he will be allowed the maximum **of** two (2) working days to check the facts **before** the proposed incentive rates become **effective**. The new rate or rate change will be posted for two (2) working days **before** becoming **effective** except rates set **from** standard data will be effective at the start **of** the next shift, unless the steward requests checking time.

5.08 In the event a dispute between the parties involving a rate **or** standard is appealed to Step 3 of the Grievance Procedure, the Company upon receiving written request from the Union, will permit a qualified **URW** International Timestudy Engineer, approved by the International Union, to enter the plant for the purpose **of making** studies of the rate or standard in **dispute** **In** order that the Union may be in a position to properly present its case to the employer for further negotiations. The employer's timestudy engineer shall be present at all times during such studies or observations by the Union timestudy engineer.

5.09 The Company will **recognize** a qualified Local Union Timestudy Engineer who is a member of Local 733, and whose function it will be to **investigate** disputed incentive rates on behalf of the Union. The Local Union Timestudy Engineer will represent the Union in discussions **of** Timestudy matters with the Company Timestudy Department, and may take **timestudies** of operations on which rates are subject to protest. It is understood that a Company Timestudy Engineer shall be present at all times during such studies or observations by the Union Timestudy Engineer. The Company will pay the Union Time Study Ran when it **removes** him **from** his job to discuss time study **matters** or when it asks him to check-study a rate.

5.10 (a) The following rules shall govern the implementation of new and revised rates:

- (1) The supervisor of the department or the Industrial Engineer shall present a copy of the proposed procedure to the employees and the Union **Time** Study Engineer and/or his

designee so that they may review how the Company wants the Job performed. The purpose of ~~this~~ review is to allow the employees the opportunity to study the procedure, become familiar with it, and to suggest changes. The operator shall have ~~18~~ hours to work on the proposed procedure **before** a time study is commenced. This **16** hour **break-in**-period may be increased or decreased by mutual agreement with the employee(s) involved. The operator will initial and date the procedure which will indicate his understanding ~~of~~ it. All employees are required to adhere to the standard operating procedure for the purpose of determining a new or revised piecework rate.

- (2) It is understood that new or revised rates shall be based on time studies taken under normal conditions, and not under any specially created circumstances. Insuring that the equipment **Is** working properly and that **sufficient** stock is available to complete the study shall not be construed as specially created circumstances. **It is** the obligation of the operator being studied to bring to the **attention** of the Industrial Engineer during the study any conditions which he believes not to be normal in writing through the steward.

- (4) In the case of revised rates, the employee(s) on the operation(s) affected may at the request of the employee(s) involved continue to be paid under the old rate(s) under the following conditions:

When the revised rate(s) are brought on the floor, the employee(s) will try them while producing and being compensated under the old rate(s), using the revised **rate(s)** for comparative purposes. It is mutually **recognized** that it would be in the best interest of the employee(s) and the Company to try the revised rates under those conditions when earnings and production are both protected. The employee(s) **during** this time, will **inform** Industrial Engineering of any problem areas in the revised rate(s). The employee(s) and Industrial Engineering will work together in trying to resolve these problems in a manner agreeable to both parties. **When this is** accomplished, the new rate(s) will go into **effect** and the old rate(s) will be cancelled. In the event there remains

unsolved problems with the rate(s) and no solution appears likely, the new rate(s) will be officially issued and as of that date, all provisions of the Collective Labour Agreement and its supplements become effective. New or revised rates shall become effective at the start of the next shift following posting.

- (5) New or revised rates shall be subject to protest for ten (10) production days after which they shall be considered established. If the rates are not satisfactory within the ten (10) production day period, upon written request they shall be subject to review and any adjustment shall be retroactive to the effective date of the protested rate. If the rates are protested, the Union Time Study Engineer shall have the right to observe the operation in dispute and to examine the data and information in the Company's files pertaining thereto for the purpose of determining a proper rate. If this observation and examination does not resolve the rate dispute, the Union Time Study Engineer and the Company Industrial Engineer involved shall proceed with a Joint time study of the operation in dispute for the purpose of determining a proper rate.

(b) When production on new or revised protested rates is so limited that the requirements of a ten (10) production day period cannot be met within a ninety (90) calendar day period, the Union may request a review of the rate, or if the Company withdraws the product from production the employees affected will be paid in accordance with Clause 5.10 (c).

(c) In the event the Union requests a review under Clause 5.10 (b) on a piecework or group bonus rate before it becomes established, or the Company withdraws the product from production before the rate becomes established, the employee(s) affected will be paid on the basis of one hundred (100) percent of E.I.E. for all time worked on the product, or the earnings on the rate involved whichever is higher.

5.11 It will be the practice for the Company time study man to contact the Steward or Union Time Study Engineer in the department, giving him a brief outline of what study is to be made in the department.

5.12 An incentive worker temporarily transferred at the request of the Company while his regular work is available will be paid 105% of his EIE or the rate of the Job transferred to or his A.H.E., whichever is the higher. An hourly rated employee so transferred will be paid his regular rate or the rate of the Job transferred to, whichever is the higher. An employee requested to perform experimental work will be paid 105% of his EIE or his A.H.E., whichever is higher.

The allowances under this clause will apply when individual operators or crews are involved in training employees who are other than their own replacements. Training of an employee's own replacement is covered under Section 5.23.

All the above allowances will be paid only if the employee makes **satisfactory** effort on the temporary Job.

5.13 Where an employee is advised by the supervisor or foreman, after having worked four (4) hours or more on his regular shift, that there is no further work available on his operation or group of operations for the balance of the shift, the employee may elect to go home or accept another Job assignment at the prevailing rate of the Job assigned for the four (4) hours or less in the remainder of the shift.

5.14 An incentive operator will be paid for the following conditions occurring within his shift when such a condition exists for longer than .1 hour by clock punch.

I. Ninety percent (90%) of the operator's A.H.E. or 95% of E.I.E., whichever is higher, will be paid for the following conditions:

- (a) Mechanical downtime (including preventive maintenance).
- (b) While awaiting stock, liners, etc.

2. Ninety-five percent (95%) of the operator's A.H.E. will be paid for the following conditions:

- (a) While working with malfunctioning equipment.
- (b) While working with defective stock.
- (c) While following a prescribed nonstandard procedure.
- (d) While working on an operation which is normally rated but on which rates have not been set or on which established rates have been cancelled.

All of the above allowances will be paid only if the employee makes satisfactory effort on the Job.

5.15 if an employee reports for work at his regular scheduled time and there is not four hours' work available for him on his regular Job, or if he works less than four hours on his regular Job, he will be given either four hours' work at some other Job at the rate of the Job assigned, or his E.I.E., whichever is higher, or four hours' pay at his day work rate or his E.I.E. if an incentive worker, unless he has received two hours' prior notification not to report to work. If the Company elects to give the employee four hours' pay as aforesaid, the employee will be permitted to leave the plant at once. This report-in pay provision does not apply if there is no work because of power

failure, breakage of major equipment (Banbury unit, Calender unit), catastrophe, violation of 3.01, or where the employee failed to keep his correct telephone number with his supervisor, or cannot be reached by telephone. Report in pay will be calculated at the applicable rate of pay for the day involved.

5.16 Shift premium will be paid as follows:

Effective April 28, 1988:

For all hours worked on the scheduled swing shift - \$.23
per hour.

For all hours worked on the scheduled graveyard shift
\$.26 per hour.

Effective April 28, 1989:

For all hours worked on the scheduled swing shift - \$.26
per hour.

For all hours worked on the scheduled graveyard shift -
\$.29 per hour.

Effective April 28, 1990:

For all hours worked on the scheduled swing shift - \$.29
per hour.

For all hours worked on the scheduled graveyard shift -
\$.32 per hour.

in calculating overtime payment, the shift premium will not be included.

5.17 All employees shall be paid weekly and the employees working on the night shift will receive their wages on pay day before leaving the plant.

"In the event a day shift employee is released from work as a result of lack of production on a normal pay day, and he requests that he be paid before leaving the plant, every reasonable effort will be made to comply with this request. The employee shall not be entitled to pay for the time spent waiting on his cheque."

5.18 If an employee is injured in the factory, or on Company property, if the injury would be covered under the Workers' Compensation Act, and as a result of such injury loses time from the shift on which it occurred, he will be paid for such lost time, provided:

- (a) He reports such injury to his supervisor or the plant nurse, providing a plant nurse is employed, as soon as possible after its occurrence: and

- (b) He immediately seeks medical attention for such injury; and
- (c) He is **excused** for the balance of the shift by his supervisor, a doctor of medicine, or a registered nurse on **duty** in the **emergency** room of a **Brantford** hospital.

Payment for time lost under the circumstances described above will be **made** at **E.I.E.** in the case of an incentive worker or at his hourly rate in the case of a day worker.

5.19 Standard operational procedures provided by the Industrial Engineering Department will be made available in each Department. All **employees** are required to adhere to the standard operational procedures.

5.20 New or modified equipment (taken **out** of production), or a new product, will be released for regular production on a form and a copy of the release will be given to the Local Union Time Study Engineer.

5.21 An employee will be paid for time lost on his operation if he is called away from same by the employer. In the case of a qualified incentive worker such payment will be made at **95%** of **A.H.E.** or **E.I.E.**, whichever is greater, or at attained progression rate for a day worker or a non-qualified incentive worker. In disciplinary matters the **95%** of **A.H.E.** payment will not apply.

Up to a maximum of one (1) hour of pay at straight time will be paid for time spent by employees taking tests required by the Company outside regular working hours. Payment will be made as set forth previously in this clause.

5.22 Changes in established piecework rates or standards from standard data will be made within seven (7) working days following a change in Job content, **unless** otherwise mutually agreed. It is understood that where an employee increases his efficiency through his own skill and effort, it shall not be interpreted as being a change in job content, provided he follows the standard operational procedure and maintains quality standards.

5.23 (a) An inexperienced employee working in an experienced incentive crew operation will be paid his job rate **or** his incentive crew earnings, whichever is the higher, during the training period.

(b) An **experienced** crew working with an inexperienced crew member will be paid their **E.I.E.** until such time that the total crew **earnings** exceed **E.I.E.** for thirty (30) hours, at which

provisions of this Agreement, an employee must be qualified in the **classification(s)** where such guarantees may be claimed except where covered elsewhere in this Agreement.

(a) In order to establish his qualifications in a given incentive classification, an employee must have earned or exceeded **E.I.E.**, on rates in that classification for a minimum of thirty accumulative hours within a reasonable training period.

If, after having established his qualifications in a given **classification**, an employee's **earnings** on incentive rates in such classification average less than job rate for a period of two consecutive weeks, his guarantee rate will be adjusted to Job rate and he must **re-establish** his qualifications in the manner described above.

(b) An employee who has established (or **re-established**) and has continued to maintain his qualifications in a given classification will be said to have earned an active **E.I.E.** for that classification and will carry that active **E.I.E.** until such time as he has not performed satisfactorily in that classification for a period of six months.

(c) An employee(s) assigned to an incentive classification (hired, **bid**, or displaced) in which he has had prior **satisfactory** service within the six (6) month period immediately prior to his reassignment to this classification will be considered an experienced employee(s) for purposes of guarantee payments under Clause 5.14 of this agreement.

(d) While working on an operation where there are no established incentive rates in effect, an experienced incentive employee(s) will be considered fully experienced for the purpose of guarantee payments provided the employee(s) held an active **E.I.E.** within the past six (6) months.

(e) Employees who have not been able to satisfy the requirement of Article V, Clause 5.26 because of Job conditions beyond their control, will be paid for guarantee purposes at their job rate for two (2) weeks; then at ninety (90) percent of **E.I.E.** for four (4) weeks after which they will be considered fully experienced.

5.27 Interim Wages Increases (In April 1980-April 1983 Contract)

1. The amount of interim increase shall be calculated and **recalculated** as provided below on the basis of the Consumer Price Index published by Statistics Canada (1971=100) and hereinafter

of the Agreement.

10. All of the above provisions in Article 5.27 are not applicable during the life of this Agreement.

5.28 Classification and wage rates are attached hereto as Schedule "A" and form part of this Agreement.

ARTICLE VI

Overtime

6.01 Time worked outside of an employee's regular eight hour shift in any 24 hour period from the time he is required to start work will be paid for at the rate of time and one-half. Time and one-half will be paid for Saturday work.

6.02 Overtime does not include:

- (a) Time worked by employees substituting for another at their own request.
- (b) A change of an employee's working hours at his own request in writing.
- (c) In no case will overtime be pyramided.

6.03 Employees, after two weeks of service, shall be paid an amount equal to one standard shift for each of the following eleven holidays :

- New Year 's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Children's Christmas Party
- Christmas Day
- Two Floaters to be designated for each year.

The actual dates on which the foregoing holidays will be observed

are set out in Supplemental Agreement No. 2.

6.04 If a holiday falls on Sunday, the next following work day shall be observed as a holiday, If a holiday falls on a Saturday, the Company may, at its **option** in each such case, elect to celebrate the holiday on the Saturday on which it falls or the Friday immediately preceding, or the Monday next following such **Saturday**. If a **holiday** falls within a period when an employee is on vacation, he will have the choice of (1) receiving holiday pay without taking the holiday, or (2) taking the holiday on either his last shift **prior** to his vacation or the first shift after his vacation. However, this choice must be declared to his supervisor at least two full calendar weeks prior to the date on which such **vacation is scheduled to begin**. In departments where a seven-day schedule is required and/or in the maintenance departments, the minimum of employees necessary to keep the factory in operating condition shall work on the holiday. From **time** to time, emergencies may arise which will make it necessary for certain employees to work on a holiday in order that other employees will not suffer lost time.

When an employee works on a holiday, he will be paid double his regular rate for the hours actually worked plus holiday pay, if he qualifies under the provisions of this Article.

Employees in incentive classifications will be paid holiday pay based on his **E.I.E.** Employees in day work classifications will be paid holiday pay based on his current hourly rate. Employees in split Job classification where the regular Job consists of part time incentive and part time day work operations, will be paid dally holiday pay based on the **E.I.E.** of the incentive part of classification. Only the employee actually at work for at least seven (?) hours on his last regular scheduled shift before, and at least seven (?) hours on his first scheduled shift following the holiday, shall receive holiday pay, except where the employee is on vacation, or is absent due to death in the immediate family as per Clause 10.02, personal injury? proven unavoidable illness, Jury duty, or excused by supervision.

An employee shall receive Holiday pay while off work due to a Plant accident. His holiday pay will be based on Incentive or Day Work **classification** under whichever classification the employee is listed at time of the Plant accident.

6.05 Double time shall be paid for all **authorized** work performed on Sunday (12 midnight Saturday night to 12 midnight Sunday night), except the Graveyard and Afternoon shifts will be paid double time as follows: Sunday for a Graveyard **Shift** employee will start Saturday night at the same time his regular Graveyard Shift starts during the week. Sunday for an Afternoon Shift employee will end Sunday night at the same time his regular Afternoon Shift ends during the week.

classification.

ii) If the employee is not offered the next available overtime as described he will be made whole.

iii) Errors affecting an individual employee exceeding one (1-occurrence in each twelve (12) month period (January 1st - December 31st) thereafter will require making the individual whole.

(b) All recorded overtime hours shall be reduced to zero on January 1st of each year.

(c) Up to a sixteen (16) hour difference in hours between the highest and lowest employee in a classification may be accumulated before a violation can be claimed under this provision.

(d) Designated Company and Union representatives shall meet monthly to review overtime records and make adjustments as necessary. Meetings may be held more or less frequently as necessary.

ARTICLE VII

Vacations

7.01 All employees who prior to December 31st of the current year have been continuously employed for the following periods, receive vacation with pay as follows:

- (1) ~~Employees with less than one year's service must complete one~~ year before they are entitled to time off for a vacation.
- (2) One year but less than five year's service - two weeks of vacation with pay at 4% of total earnings for the previous calendar year.
- (3) Five years but less than fifteen year's service - three weeks vacation with pay at 6% of total earnings for the previous calendar year.
- (4) Fifteen years but less than twenty years service - four weeks vacation with pay at 8% of total earnings for the previous calendar year.

because of verified sickness or injury, and for that reason only, his vacation pay, calculated in accordance with Section 7.01, is less than \$300.00 per week, the vacation pay to which he is entitled will be increased to the above minimum, provided he has worked a minimum of three months in the vacation year.

7.06 Vacation payments will be made as vacations are taken, and in amounts corresponding to the amount of vacation being taken at a given time.

ARTICLE VIII

Grievance Procedure

8.01 The Union Bargaining Committee shall consist of five members. The composition of said committee shall be as follows: The President and Vice-president of the Local Union and three Divisional Chairmen.

8.02 (a) For the purpose of adjusting grievances, the Bargaining Unit shall consist of three divisions one of which encompasses all Bargaining Unit employees at the Iroquois Street facility, (exclusive of Skilled Trades), a second encompassing all Bargaining Unit employees at the Henry Street facility exclusive of Skilled Trades, and a third which consists of the Skilled Trades. Each such division will have a Divisional Chairman designated by the Union.

(b) The Union shall be permitted to appoint Stewards to a maximum number of one (1) for each twenty (20) employees in the Bargaining Unit. Adjustments to the number of Stewards may be made once each three (3) months based on the number of employees appearing on the most recent seniority list. The Union must provide the Company with a complete list of appointed Stewards detailing the area(s) each is responsible to represent and must keep the list up to date at all times.

8.03 Any employee with a grievance shall discuss it with his supervisor and give the supervisor twenty-four (24) hours, (the 24 hours shall be extended to a maximum of 48 hours if requested by the supervisor), in which to adjust or reject the grievance. If the employee is not satisfied with the answer or he wishes to take the grievance through the grievance procedure, it shall be dealt

with as follows:

Step 1 - The employee's Steward or in his absence an alternate Steward will first discuss the matter with the employee's supervisor and will give the supervisor 48 hours in which to adjust or reject the grievance. If the Steward feels that the employee's presence is necessary to the resolution of the grievance, the employee may be present at this meeting.

Step 2 - Failing settlement at Step 1 then within five (5) working days from the Step 1 answer the grievance shall be reduced to writing, signed by the employee and Steward, dated and presented by the Divisional Chairman to the employee's Department Manager. The written grievance should state the relief desired in settlement of the grievance. (It is understood that the granting by the Company of the relief requested in the grievance, shall resolve the grievance.)

The Department Manager shall hold a meeting within five (5) working days of receiving the grievance, with the Divisional Chairman, Steward and Supervisor, where the grievance will be reviewed.

Within two (2) working days of such meeting, the Department Manager will provide the Divisional Chairman with a written answer to the grievance.

Step 3 - Failing settlement at Step 2, the grievance shall be submitted by the Union President or his designee within five (5) working days of the Step 2 answer to the Industrial Relations Manager or his designee. The grievance shall be processed to the next regular meeting of the Union-Management Committee. Such Committee shall meet on the 1st and 3rd Wednesdays of each month from 1:00 p.m. to 3:00 p.m. and shall be composed of the Union President, Vice-president, the appropriate Divisional Chairman, the Manufacturing Manager and the Industrial Relations Manager.

The Manufacturing Manager shall render a written decision within five (5) working days after the meeting.

It is understood that at Step 3, the Company may bring in persons necessary to assist in settlement of the grievance and the Union may bring in appropriate Local and International Union officials who are necessary to settle the grievance. It is further understood that the time limits referred to herein exclude Saturday, Sunday and holidays. Extension of these time limits may be granted upon written request by either party.

Step 4 - Either party may, within thirty (30) full working days of

the date of the Company's Step 3 answer, request that any *difference* as hereinbefore provided be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within ten full working days thereafter the other party shall nominate an arbitrator and notify the other party. The Company and the Union shall attempt to select by agreement a chairman of the arbitration board. *If* they are unable to agree on such a chairman within a further period *of* three working days they will draw a name from the agreed upon list of arbitrators. The list will be kept current by an annual review by the parties.

The parties may, by mutual agreement on a case by case basis, use a single arbitrator in lieu of the three man board provided herein.

8.04 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.05 The arbitration board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions *of* this Agreement. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

8.06 The proceedings of the arbitration board will be expedited by the parties hereto, and the decision of the majority of such board will be final and binding upon the parties thereto.

8.07 Each *of* the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the expenses of the chairman of the arbitration board.

8.08 Any and all time limits under this agreement may be extended by mutual agreement *of* the parties in writing.

8.09 In disciplinary cases, either party has the right to request the presence of the aggrieved employee at Step 3 of the Grievance Procedure.

8.10 If a senior employee is discharged or suspended and he feels that he has been unjustly dealt with, he shall within five

working days notify the Company and the Union in writing. It shall then constitute a grievance and shall be dealt with under the Grievance Procedure, starting at Step 3. If, subsequently, it is settled in favour of the employee, he shall be reinstated in his former position and shall be compensated for all time lost at his E.I.E. ii on an incentive job or his day work rate if on a day work job, less pay for any penalty time decided upon, and less any pay he has received during the time he was off. Employees discharged or suspended shall have the privilege of discussing their position with the Steward before leaving the plant.

8.11 A Steward, or Union Time Study Engineer, or the Local President, or a member of the bargaining committee, or *if* necessary, any combination of two *of* these individuals will be provided an opportunity to investigate a grievance within the last half hour of his shift on which a request to do so is made to his supervisor. **However**, *if* a Steward cannot be excused ~~without~~ an undue loss *of* production an alternate Steward will be excused for such purpose.

If a grievance involves health and *safety* the Union Safety Representative may also be excused along with the Steward. If a grievance involves incentive rates the Local Union Time Study Engineer may participate in the investigation along with the Steward. Union representatives will be paid by the Union *for* time spent away from work under this provision,

8.12 Once a grievance has been submitted to the Bargaining Committee, it shall be settled only through the Bargaining Committee or with the consent and approval of the Committee

8.13 No grievance, verbal or written, withdrawn or dropped by the Union or granted by the Company prior to Step 3 of the Grievance Procedure will have any precedent value. A grievance may be settled by the Company and the Union during Step 3 of the Grievance Procedure, or at any time *after* Step 3 but prior to **arbitration, with ~~no~~ precedent value, provided both** the Company and the Union agree in writing,

8.14 Notwithstanding the foregoing, grievances protesting new or revised incentive rates will be filed at Step 3 *of* the grievance procedure and will be processed in the following manner :

- (a) The grievance will be assigned to the Local Union Time **Study Engineer and the Company Time Study Department** and a meeting will be held within ten (10) working days from the date the grievance is filed for a thorough review of the problem. During this review, either party upon request will be granted a joint Company-Union ~~time~~ study.

- (b) If the grievance is not resolved in the above manner, the Union may submit the dispute to a review by the Company Time Study Department and a full time URW International Time Study Engineer. During this review, upon request, either party will be granted a joint Company/Union time study.
- (c) At any stage during this procedure, if the Local or International Union Time Study Engineer and the Company Time Study Engineer agree in writing that the other's rate is correct, then the matter will be settled on that basis.
- (d) If the matter is not resolved in the manner described above, either party may request that the dispute be submitted to arbitration. Within twenty (20) working days of such request, the parties shall attempt to select by agreement an arbitrator to hear the matter. If they are unable to agree upon an arbitrator, then within ten (10) working days thereafter each party shall select a nominee for the purpose of naming an arbitrator to hear the dispute. If they are unable to agree upon an arbitrator they **must** then request the Minister of Labour for the Province of Ontario to appoint an arbitrator. The arbitrator must be a qualified Industrial Engineer. No person shall be appointed as an arbitrator who is or who has served in the employment of Gates Rubber Company or the United Rubber Workers, or who has been involved in an attempt to negotiate or settle the grievance. **The** Arbitrator will hear evidence submitted by the parties and may conduct such further investigation as he may feel necessary for resolution of the dispute. Upon the completion of the hearing and his investigation, the Arbitrator will issue an award which affirms the position of the Company or the position of the Union. **The** Arbitrator shall not be empowered to make any award other than to affirm, in its entirety, the final position of the Company or the Union. The award of the Arbitrator shall be final and binding upon both parties.
- (e) In the event the Local Union does not have a qualified Local Union Time Study Engineer available, an International Time Study Engineer may assist with a grievance filed under this Section 8.14, as outlined in sub-section 5.08 (a).

8.15 It is understood that a grievance arising directly between the Company and Union will be considered a policy grievance and may be filed either by the Union President, or his designee, on behalf of the Union or by the industrial Relations Manager, or his designee on behalf of the Company and will be processed beginning at the third step of the grievance procedure.

ARTICLE IX

Seniority

9.01 New employees will be considered probationary until they have been employed for three months. Seniority shall then be credited as of the date of first entry into the service of the Company.

An employee's probationary period may be extended by the amount of time spent on any ~~modified~~ led work assignment(s) recommended by a physician and/or by the entire length of any period of absence when the period of absence exceeds five (5) consecutive working days. The Union President will be notified in writing when an employee's probationary period is being extended and the date to which the extension will apply.

(a) An employee who has been employed for three months or more will be known as a senior employee.

9.02 Seniority lists shall be posted in each Department of the Plant. The Union shall be furnished with a copy of the Seniority list every three months.

9.03 (a) When a vacancy occurs, it shall be posted in the Plant where it exists for a period of two working days. Only senior employees within such Plant will be eligible to bid on this vacancy and the Job will be awarded to the most senior bidder who is capable of doing the job within a reasonable training period. An employee on light duty because of a temporary medical restriction who signs a Job posting must be medically capable of beginning training within ten (10) calendar days of accepting the bid in order to be the successful bidder. If additional medical information is required by the Company this time limit will be extended -accordingly if the information is not received back within the ten (10) day time limit. Notwithstanding the foregoing, vacancies in the Warehouse, Laboratory, Skilled Trades Division and in the Transport Driver classification will be posted in all Plants with the understanding that the qualification requirements contained in the appropriate Supplemental Agreements must apply. For the purpose of this clause, the Warehouse shall be deemed to be a part of the Plant containing the Belt and Millroom Departments.

Within forty-eight (48) hours of the removal of the bid,

the employees who signed the bid will be contacted regarding acceptance or rejection of the job. Contact will not be further required after the **Job** has been awarded.

(b) When an employee is advised that he is entitled to a Job under this provision, he must immediately accept or **reject** the Job, and his failure to accept or **reject** the Job immediately shall be considered as a rejection of the **Job**. (At any time prior to the bid being removed ~~from~~ the posting, the employee may remove his name from the bid by having a supervisor initial his name removed.) An employee who is offered the Job, and who either accepts or **rejects** it, will not be permitted to bid on another opening for twelve **(12)** months. The foregoing time limits will not apply to an individual who wishes to bid on another Job within his classification on his shift or on another shift. A notice will be posted indicating the successful bidder on the Job.

(c) The following rules shall govern in the application of the restrictions found in Clause **9.03 (b)**.

1. The time restrictions found in Clause **9.03 (b)** commence running on the calendar date the employee signs the certification indicating his acceptance or rejection of the job.

2. If an employee is the successful bidder on a Job (referred to hereafter as the original Job) thereby accepting the time restrictions imposed by Clause **9.03 (b)**, and that job to which he has bid is subsequently eliminated or he is bumped from it, his bidding rights will be restored at the time of such elimination or bump, subject to the following conditions:

If he is offered recall to the original Job under the provisions of Clause **9.07** and he accepts or rejects such recall, the original bidding restrictions will be reimposed with the same beginning date as the bidding restrictions referred to in the preceding paragraph.

(d) Job vacancies created by the awarding of bids shall not exceed two transfers in any one chain. Any vacancies created after two transfers shall be filled in the following manner:

1. If the vacancy created is a day shift job, it will be offered by seniority to employees within the the same classification on other shifts.

2. The Company will offer the vacancy by seniority to the employees who have filed self-requested transfers to the Plant where the vacancy exists; who who are capable of performing the Job within a reasonable training period.

Shift is the most preferred, Graveyard shift is the **second** preference and Swing is the least preferred.) If an employee volunteers to go to **a** less preferred shift he will fill an 'available opening or take **a** job in his classification in accordance with his seniority.

(1) Notwithstanding the provisions of Clause 9.03 (a), if **a** vacancy exists in the displaced employee's department at the time of his displacement, which **vacancy** would otherwise be posted under the provisions of said Clause 9.03 (a), he will be given the option of filling such vacancy or placing himself under the procedure described elsewhere in this Clause 9.06 (d).

(2) Take **a** job in his department on which he has had satisfactory prior service, in accordance with his seniority, or failing this

(3) Take **a** Job in an equal or lower rated classification in his department in accordance with his seniority, or, failing this

(4) Take the job **of** the least senior employee in the department.

(e) An employee displaced from his department will be given his choice of available openings in other departments in his **seniority group** in accordance with his seniority, or, failing this

(f) He will displace the employee with the least seniority in another seniority group providing he has **adequate** seniority and is capable of doing the job within **a** trial period of two weeks, or, failing this

(g) He will be laid off from the plant.

(h) The term "Prior Satisfactory Service" as used in this Article shall mean:

(1) In the case of day work jobs, the employee has held the classification for three consecutive months during the most recent twelve month period prior to his claiming prior satisfactory service.

(2) In the case of incentive Jobs, the employee carries an active E.I.E. in the classification where he claims prior satisfactory service.

(f) Further, in the case of incentive jobs, the employee **must** have held such classification on **a** full time basis.

(1) To determine what is meant by "equal or lower rated classification," E.I.E. will be used for incentive classifications and Job Rate for day work classifications.

9.07 ~~Where an employee has~~ been displaced from his Job due to a cut in production and such job is resumed again within a three month period from the day he is displaced, he will be offered such job **before** it can be declared vacant. If during said three-month period the employee bids and is granted another job he will forfeit his right to his former job.

9.08 Laid off senior employees will be recalled in accordance with their seniority before any new employees are hired.

In the event that ten (10) or more employees are to be recalled from layoff at the same time to the same plant or if a total of **twenty (20)** or more employees are to be recalled at the same **time** to more than one plant, the following procedure will be applied following the completion of any bid chains then in process:

(a) The provisions of Clause **9.03 (1)** and **9.07** of this agreement shall be applied before final job vacancies are determined.

(b) Subject to the application of (a) above, vacancies ~~will be posted under the provisions of~~ **Clause 9.03 of this** agreement only if they are day shift jobs.

(c) Thereafter,

- i) Employees will be recalled to work and assigned at the Company's discretion to fill vacancies **on** which they have held an Active E.I.E. within the last twelve (12) months of recall date.
- ii) Employees not assigned under i) above will be offered the choice of remaining vacancies in order of seniority.
- iii) Any vacancies remaining after ii) above has **been** completed will be posted under the provisions of Clause **9.03** of this agreement prior to hiring new employees.

9.09 Senior employees on lay off will be eligible for recall for a period of two years. Seniority shall accumulate for two years provided such seniority accumulation shall not **exceed his** actual service at time of lay off. A probationary employee who is laid off will have no recall rights, but if he is **re-hired** within a six month period he shall accumulate service for the time worked

and it shall be credited to his probationary service.

9.10 An employee will lose his seniority for the following reasons :

- (1) Voluntarily quitting.
- (2) Discharge, not reversed through the grievance procedure.
- (3) Absence **from** work for three (3) working days without notifying the Company, unless a good reason is given for not notifying the **Company**.
- (4) Failure to return to work or notify the Company of his intent within three (3) working days after receiving notice of recall, but in any case he must return within seven days of recall notice unless he has a good reason **for** needing a longer time.
- (5) An employee who is laid-off with less than five years of **factory** seniority and is not recalled to work by the Company during the following two year period shall thereupon lose his seniority. An employee who is laid-off with five years or more of factory seniority and is not recalled to work by the Company during the following five year period shall thereupon lose his seniority.

9.11 The President, Vice-president, Secretary, Treasurer, **Union Time Study Engineer and the Bargaining Committee** with one years continuous service shall not be laid **off** as long as there is work in the plant which they are capable of doing. Additionally, Divisional Chairmen shall not be laid off or displaced from their Division so long as there exists work within their Division which they are capable of doing. The Company shall be kept informed of the personnel of the officers, Bargaining Committee and Stewards.

9.12 It is the intent of the Company to give Senior Employees five days advance notice of layoff, except where it is impracticable to do so. If notice is not given as provided above, the employee will be paid his attained hourly rate in lieu of work for that part of five days during which work was not made available.

9.13 (a) Any employee presently in, or who has been in, what is now the Bargaining Unit, who transferred to a supervisory position or any position outside of the Bargaining Unit directly connected with the operation of the plant and who has had at least three (3) months service in the Bargaining Unit, or what is now the Bargaining Unit, will continue to accumulate seniority for the time spent on such supervisory or other position. If such employee is transferred **back** into the Bargaining Unit, he shall be returned to the department in which he last held a **Bargaining** Unit

Job, and will then be placed, exercising all of his accumulated seniority, as "an employee displaced from his classification", under the provisions of **9.06 (d)**.

(b) On the first occasion an employee transfers from the Bargaining Unit to non-bargaining unit work after the effective date **of** this agreement, he shall retain and accumulate seniority for a **period of up to six (6) months from the date he was** transferred out of the Bargaining Unit after which time he will retain but not accumulate seniority.

On the second and subsequent occasions he transfers **from** the Bargaining Unit to non-bargaining unit work after the **effective date** of this agreement he **will** retain but not accumulate seniority.

If the Company elects to return any such employee to the Bargaining Unit, he shall be returned to the department in which he last held a Bargaining Unit Job, and will then be placed, exercising all of his retained seniority, as "an employee displaced from his classification", under the provisions **of 9.06 (d)**.

(c) In the application **of** Clause **9.06 (d) (3)** as provided for in this Clause **9.13**, the employee returning to the Bargaining Unit will be assumed to carry the classification rate, ("A", "B" or "unclassified") which he carried at the time of his transfer out **of** the Bargaining Unit.

9.14 Any employee who suffers a serious **injury** or impairment from his employment with the Company, which results in permanent disability, and he is unable to continue working on his own operation, the Company will endeavour to place him on a suitable Job for which he is qualified and capable of performing, in **accordance** with his seniority; once so placed, seniority may be waived in case of other employees displacing such employee. If superseniority is to be awarded pursuant to this section, the terms and conditions of the job placement shall be mutually agreed to in writing by the Company and the Union.

9.15 (a) An employee absent from work because **of** bodily **injuries** caused by accident or sickness and qualified to receive weekly sickness and accident benefits under the terms of the Health and Life Insurance Agreement in effect from time to time between the Company and Union, shall be entitled to accumulate seniority and service during the period of his absence on the **following** basis :

(1) **A** senior employee who has less than two (2) years continuous service with the Company will be entitled to accumulate seniority and service up to the maximum period he is entitled to receive weekly

sickness and accident benefits.

(2) A senior employee who has two (2) years or more but less than ten (10) years of continuous service with the Company will be entitled to accumulate seniority and service for a maximum period of one (1) year.

(3) A senior employee who has ten (10) or more years of continuous service with the Company will be entitled to accumulate seniority and service for a maximum period of two (2) years.

(b) The provisions of subsection (a) shall in no way limit the accumulation of seniority and service by an employee who is receiving Workers' Compensation Benefits.

An employee will not be subject to automatic termination at the end of his seniority accumulation period. It is understood, however, that this in no way restricts the right of the Company to terminate an employee for just cause.

9.16 (a) "Lay off" means to terminate an employee's employment due to a reduction in the size of the work force. "Laid off" shall have like meaning,

(b) "Displace" means to remove an employee from his Job classification either as a result of lack of work in that Job or as the result of another employee exercising his seniority as provided in 9.06. A displaced employee, as contrasted with a laid-off employee, has enough seniority to remain on the payroll at time of cut back while the laid-off employee does not. To displace or to be so displaced shall have like meaning. The term "displaced" may also be used to describe an employee removed from his department due to a reduction in production.

9.17 When employees are recalled from layoff, they will be given their choice of available openings in order of their seniority. If, in this process, an employee selects an A or B job, he cannot bid on another job for a period of six months. If he selects an unclassified job, he has immediate bidding rights.

9.18 An employee having at least six (6) months of seniority who is interested in being considered for a transfer from one department to another, may advise the Company on a form which may be obtained from the Production Office.

Such requests shall be kept on file in the Employee Relations Department. A copy of each request filed will be given to the employee and the Union. An employee shall not have more than two such requests on file at any time. The Company will

honour such request by seniority providing the request is on file within twenty-four (24) hours from the occurrence of the vacancy to be filled by self-request, and further providing the employee is capable of doing the Job within a reasonable training period before hiring from the outside subject, however, to the restrictions contained in Paragraph (a), below:

A transfer effected under the provisions of this Clause 9.18 shall be known as "self-requested transfer".

If an employee accepts a self-requested transfer, he accepts with it the bidding restrictions found in Clause 9.03 (b).

The remaining vacancy may be filled in the following manner :

The Company shall be permitted to transfer one bargaining unit employee provided he is agreeable, to fill the vacancy before hiring -a new **employee** to fill the vacancy.

(a) An employee shall not be eligible for a self-requested transfer if:

(1) He carries the bidding restrictions found in Clause 9.03 (b). (This does not preclude an employee's filing a request pending the expiration of his bidding restrictions.)

(2) In the case of transfers to the Transport Driver Classification or to the Laboratory or Maintenance departments, he does not meet the qualifications set forth elsewhere for entry into those departments.

If an employee declines to accept a self-requested transfer for which he is eligible, then his request which established such eligibility shall be voided and he cannot file another to replace it for a period of six months. However, he could have one other such request on file during this six month period.

9.19 If an operation is transferred from one department to another or from one shift to another, the employee(s) assigned to such operation immediately prior to such transfer will be given the opportunity of transferring with it. Should this opportunity be declined, such employee(s) will be placed in accordance with the provisions of Clause 9.06.

9.20 (a) Employees will be allowed to exercise their shift preference by seniority within their classification once each year under the following schedule:

Employees will be given the opportunity to select their

shift preference to be effective on the first Sunday following February 1st of each year during the life of the agreement.

On January 1st, of each year, the Company will make available a form, to be submitted by the employee no less than fifteen (15) days prior to the effective date of the shift preference change.

An employee displaced from his shift through the operation of this clause will remain in his classification and immediately exercise his opportunity for shift preference by seniority.

An employee when exercising shift preference will bump the junior employee in the classification on his preferred shift.

(b) In the event an employee is displaced under clause 9.08, his option to exercise shift preference will be restored and applied **immediately** within his existing or new job classification.

ARTICLE X

Leave of Absence

10.01 Seniority shall accumulate during **any** approved leave of absence.

10.02 In the event of the death of a member of an employee's family, the **employee** will be granted a leave of absence for a reasonable time and will be reimbursed for lost time at his E.I.E. if on an incentive Job or **day** work rate if on a day work Job up to a maximum of three (3) consecutive regular work days, one of which is the day of the funeral. The term "member of an employee's family" means a husband **or** wife, child or parent, parent-in-law, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law, grandparents, great grandparents, grandchildren and great grandchildren, and grandparents and great grandparents of the spouse. To qualify the employee must attend the funeral.

For the purposes of this Section, a stepparent or foster parent shall ~~be considered as a parent and a stepparent or daughter~~ foster son or daughter shall be considered as a son or daughter only where the stepparent or foster parent has taken the place of the natural parent in **relations** to such child and is not in receipt of any financial aid for the support of such child.

10.03 Leaves of absence may be granted to employees for personal reasons for a period not to exceed three (3) months, upon application of the employee and approval of the Company, so long as the services of the employee are not required, and there are employees available in the plant capable of doing his work.

10.04 Jury Duty Pay - The Company agrees to pay an employee who serves as a Juror in a legally constituted court the difference between his earnings as a Juror and his E.I.E. or day work rate he would have realized had he worked his scheduled shift. In order to be eligible for payment employees must notify their supervisor within twenty-four (24) hours after receipt of notice of selection for Jury duty and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

10.05 A senior employee elected or selected as a full time officer or representative of Local 733, the URCLPWA, CLC or OFL upon request in writing to the Company, will be granted a leave of absence for whatever time is necessary. Should he request reinstatement within 30 days after the termination of the Union position, he will be reinstated in his former Job. If his former Job has been eliminated, he will be offered an available opening or have his seniority rights restored under Clause 9.06 (d).

10.06 A senior employee selected or elected to attend the convention of the international URCLPWA, CLC or OFL or for specific Union duties or Municipal elective duties will be granted a leave of absence upon application in writing at least one week prior to the day the leave starts. Not more than three employees at a time from Local 733 shall be off work for the-se of attending the above convention, and the leave of absence shall not exceed three weeks. The Company will grant a leave of absence for up to five delegates elected-to-attend-the District 6 Council Convention of t he URCLPWA, The Union will provide to the Company at least two weeks notice' in writing of such leave.

ARTICLE XI

Miscellaneous

11.01 Subject to the terms and conditions of this Labour

Agreement, the operation of the plant and the direction of all the employees, including the making and enforcing of reasonable rules to assure orderly and *efficient* plant operations, the determination of employee competency, the right to hire, to transfer, to promote, to demote, to suspend or discharge for just cause, to lay off **for lack of work**, are **rights** vested **exclusively** in the management **of** the Company. It is further agreed that the direction of the working forces, the right to plan, direct, **and** control plant operations, the right to relocate or close the plant, the right to introduce new or improved production methods or facilities, the amount of employees or supervision necessary, the right to place work with outside contractors, combining or splitting up department, schedules of **production**, establishment of standards of quality and quantity, **determination** of the extent to which the plant will be operated, and production or employment to be increased or decreased are vested exclusively in the Company.

The above rights of management are not to be considered as all inclusive, but are examples of some of the types of matters or rights-or functions which the **Company** has not granted and are still part of the inherent rights of management. All of the rights, powers, authority, etc., that the Company had prior to the signing of this Agreement are retained by the Company, except those clearly spelled out as granted by management in this Agreement. If the Company in exercising its inherent rights to manage, violates any of the express provisions of this Agreement, the Union may file a grievance.

11.02 Presence of all employees on the Job is necessary if regular production lines are to be kept running and full-time jobs are to be provided. Absenteeism on one Job will adversely affect other employee's Jobs. The Company and the Union agree that regular attendance will be required of all employees.

If an employee desires to be excused from work, he shall obtain permission of his **foreman** in advance. In case of emergency where it is not possible to make previous arrangements, he shall notify the department or **shift** supervisor at the earliest possible moment. Absence without leave, or report, or without reason for non-reporting, or cases where the **cause** of absence is misrepresented will be reason for disciplinary action by the Company. Excessive unexcusable absenteeism may be the **cause** for discipline including dismissal.

Company telephone numbers are 759-4141 from 8:00 a.m. to 4:30 p.m. week days.

At all other hours, they are:

IROQUOIS STREET

Product ion, ~~M~~aintenance, Lab. 759-4147

HENRY STREET

Production, Maintenance, Lab. 759-4149

WAREHOUSE

759-4148

11.03 One bulletin board will be provided in each Bargaining Unit Department for the exclusive use of the Union. These boards will be used for notices of meetings and other Union business or affairs. All material posted on these bulletin boards must bear the approval of a ~~designated representative of the Industrial Relations Manager~~ before being posted,

11.04 The Company shall provide proper safety devices and maintain sanitary conditions in the plant, and agree insofar as possible to eliminate conditions hazardous to the health and welfare of the employees. The employees will co-operate in keeping all areas of the plant and grounds in a clean and sanitary condition, and will be responsible for keeping their own work areas in a clean and orderly condition.

(a) Three representatives of the Union shall participate in the plant Safety Program and will be paid their A.H.E. or their job rate whichever is the higher up to four (4) hours per month for meetings with the Company and safety inspection throughout the plant.

11.05 The Company shall provide and have printed at its own expense sufficient copies of this Agreement and letters of understanding to fill the needs of the Union and the Membership.

11.06 Amendments - Any of the provisions of this Agreement may be amended by mutual consent of the parties in writing.

11.07 There shall be one regular meeting between the Company and the Union each month.

11.08 When a derogatory notation is placed in an employee's personnel record, the employee will be given a copy of the notation and a copy will be furnished to the President of the Local Union. If the employee feels that the notation is unjustified or inaccurate, the problem may be processed through the regular grievance procedure. Derogatory notations for **offenses**, except those for violation of Article III, not repeated within one year will be disregarded in the administration of discipline, and will be removed from the employee's department personnel record.

Any employee who is called into the foreman's office or the Labour Relations Department to be reprimanded, disciplined, or discharged, shall be reminded in advance of such meeting of his right to have his Union Steward or Representative present at such meeting. Any discipline administered without a Steward except where the employee refused the presence of a Steward will be removed from the employee's record and the employee will be made whole. If the employee does refuse the presence of a Steward, the employee shall sign an appropriate notation to this effect.

11.09 The parties have executed separate agreements covering Letters of Understanding, the Retirement Plan, Insurance, SUB, Skilled Trades, Apprenticeship Program, and Laboratory Job Classifications, Schedule "A" and Separation Payment Plan which form part of this agreement.

11.10 Persons not in the Bargaining Unit shall not work on jobs which are included in the Bargaining Unit except for the purpose of instruction, experimenting, temporary fill-ins during the shift, or in emergencies.

11.11 The Company may appoint Lead Men. The rate for lead man duties shall be **\$.30** added to his regular rate of pay.

11.12 Where the term "working days" appears in this Agreement, it shall mean regularly scheduled working days exclusive of Saturdays, Sundays, Holidays and days on which the plant is shut down.

ARTICLE XII

Union Security

12.01 (a) Any employee who is a member of the Union in good standing on the effective date of this Agreement shall maintain his membership in the Union as a condition of his continued employment.

(b) Any employee in the bargaining unit who is not a member of the Union shall become a member of the Union within **30** days of the signing date of this Agreement as a condition of continued employment.

SUPPLEMENTAL AGREEMENT NO. 1
WAGE AGREEMENT

In settlement of all wage demands presented against the Company during these negotiations, the following adjustments will be made:

1. Effective April **28th, 1988** a general wage increase of **\$.30** per hour to be incorporated in the wage structure, plus a wage adjustment in the amount -of **\$.10** per hour to be boxed on the side.
2. Effective April **28th, 1989** a general wage increase of **\$.25** per hour to be incorporated in the wage structure, plus a wage adjustment in the amount of **\$.10** per hour to be boxed on the side.
3. Effective April **28th, 1990** a general wage increase of **\$.29** per hour. to be incorporated in the wage structure, plus a wage adjustment in the amount of **\$.10** per hour to be boxed on the side.
4. Skilled Trades Inequity increases as follows to all employees holding Journeyman classifications, including Oiler Mechanic:

Effective April **28th, 1988** - **\$.10** per hour.
Effective April **28th, 1989** - **\$.10** per hour.
Effective April **28th, 1990** - **\$.05** per hour.
5. Effective April **28, 1988** a special inequity in the amount of **\$.165** for the classification of Janitor.
6. Effective April **28, 1988** a special inequity in the amount of **\$.10** per hour to be incorporated in the wage structure for the classification of Curved Hose **Vulcanizer**.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the 15th day of June, 1988.

GATES CANADA INC.

LOCAL UNION 733, UNITED RUBBER,
CORK, LINOLEUM AND PLASTIC
WORKERS OF AMERICA

[Signature]

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[Signature]

[Signature]

00719(02,

SUPPLEMENTAL AGREEMENT NO. 2

HOLIDAY OBSERVANCE DATES

The purpose of this Agreement which is supplemental to the Collective Labour Agreement executed concurrently herewith, is to set forth the dates on which the holidays provided for in Clause 8.03 of the said Collective Labour Agreement will be observed.

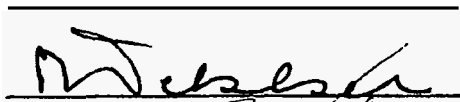
1. Holidays referred to above will be observed on the dates indicated below:


	1988	1989	1990	1991
a. New Year's Day		Dec. 30/88	Jan. 1	Jan. 1
b. Good Friday		Mar. 24	Apr. 13	Mar. 29
c. Victor La Day	May 23	May 22	May 21	
d. Canada Day	July 1	July 3	July 2	
e. Civic Holiday	Aug. 1	Aug. 1	Aug. 6	
f. Labour Day	Sept. 5	Sept. 4	Sept. 3	
g. Thanksgiving Day	Oct. 10	Oct. 8	Oct. 8	
h. Children's Christmas Party	Dec. 27	Dec. 26	Dec. 24	
i. Christmas Day	Dec. 26	Dec. 25	Dec. 25	
j. Floater No. 1	Dec. 28	Jan. 2	Dec. 26	Jan. 2
k. Floater No. 2	Dec. 29	Jan, 2/90	Dec. 31	

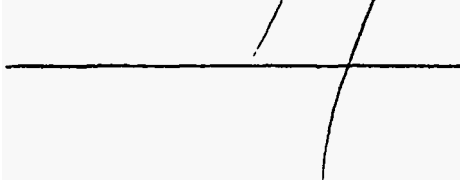
IN WITNESS WHEREOF the parties hereto have executed this agreement as of the 15th day of June, 1988.


GATES CANADA INC.

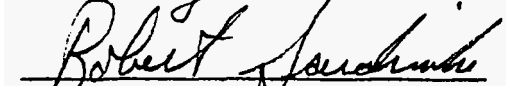
LOCAL UNION 733, UNITED RUBBER,
CORK, LINOLEUM AND PLASTIC
WORKERS OF AMERICA







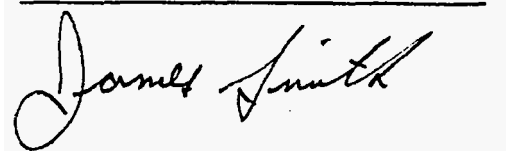












SUPPLEMENTAL AGREEMENT NO. 3

QUALIFICATIONS FOR TRANSPORT DRIVER CLASSIFICATION

In order to qualify as a Transport Driver a person must:

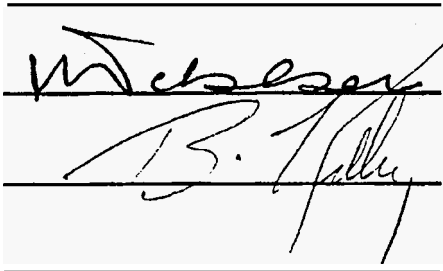
1. Possess a valid chauffeur's driving permit **or**, when required, a valid Class "A" driving permit as designated by the appropriate Governmental licensing authority.
2. Possess and maintain a driving record indicative of a competent, safe and accomplished driver.
3. Have had satisfactory experience driving a single axled gas powered transport truck or other comparable model within the **most recent five years prior to entry into the classification.**
4. Be bondable.
5. Be age 25 or older.
6. Be and must remain medically fit as determined by medical examination at time **of** entry into the classification and at twelve month intervals thereafter, **or** as otherwise **required.**

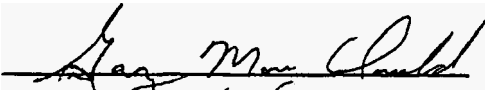
In addition to the foregoing, he must successfully pass a test of his proficiency in operation of the equipment he is to drive.

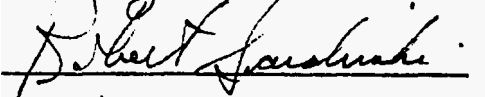
IN WITNESS WHEREOF the parties hereto have executed this Supplemental Agreement on **Qualifications** for Transport Driver Classification as of the 15th day of CTN, - , 1988.

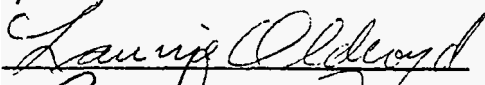
GATES CANADA INC.


LOCAL UNION 733, UNITED RUBBER,
CORK, LINOLEUM AND PLASTIC
WORKERS OF AMERICA














SUPPLEMENTAL AGREEMENT NO. 4

QUALIFICATIONS FOR STORESMAN CLASSIFICATION

In order to qualify as a Storesman a person must:

1. Have a minimum educational level of Grade 10 graduation.
2. Score within the acceptable range on the required aptitude test.

Where more than one applicant qualifies under the above requirements, the applicant achieving the highest score on the aptitude test will be awarded the Job.

IN WITNESS WHEREOF the parties have **executed** this Supplemental Agreement as of the 15th day of June, 1988.

GATES CANADA INC

LOCAL UNION 733, UNITED RUBBER,
CORK, LINOLEUM AND **PLASTIC**
WORKERS OF AMERICA

The image shows a section of the document with handwritten signatures on a set of four horizontal dashed lines. On the left side, there are two signatures. The first signature is written on the top two lines and appears to be 'P. J. ...'. The second signature is written on the bottom two lines and appears to be 'B. ...'. Below the second signature, the letters 'J' and 'j' are written on the bottom line, with a '7' written above the 'j' and a vertical line extending downwards from the 'j'. On the right side, there are four signatures, each written on a pair of adjacent dashed lines. From top to bottom, they appear to be: 'Ray ...', 'Robert ...', 'Laurie ...', and 'C. ...'. Below the bottom-most signature, there is a double quote symbol followed by the name 'James Smith' written in a cursive style.

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, URCLPWA

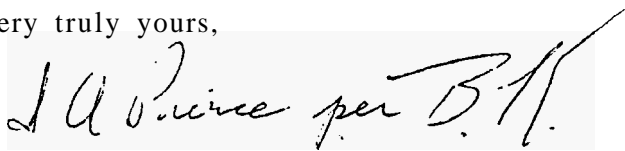
Letter of Understanding No. 1 of 18
RE: Application of Article IX of
Collective Labour Agreement

Dear Mr. MacDonald:

In our contract negotiations just ended, we agreed on the following interpretation applicable to the seniority provisions of our Collective Labour Agreement :

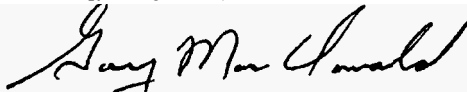
It is agreed that it will be permissible to temporarily relieve employees of their work, out of seniority, for a period up to three days when such temporary relief is occasioned by equipment breakdown, power failure or shortage of materials from outside sources.

Very truly yours,



I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:



Garry MacDonald, President
Local No. 733, URCLPWA

APR 28 1988

00719(02)

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, URCLPWA

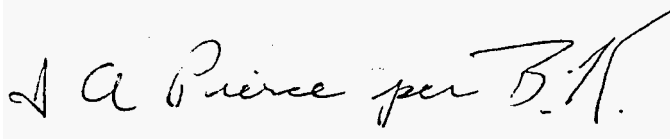
Letter of Understanding No. 2 of ~~18~~
RE: Miscellaneous ~~Matter~~ to be
Printed in the CLA Booklet

Dear Mr. MacDonald:

In the negotiations just completed, we agreed that we would include in the printed CLA booklet brief summaries of the benefits provided under the following:

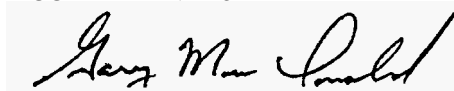
SUB Agreement
Health and Life Insurance Agreement
Separation Payment Plan

Very truly yours,

A handwritten signature in cursive script that reads "I. A. Pierce per B.A." The signature is written in black ink on a light-colored background.

I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED :

A handwritten signature in cursive script that reads "Garry MacDonald". The signature is written in black ink on a light-colored background.

Garry MacDonald, President
Local No. 733, URCLPWA

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, URCLPWA

Letter of Understanding No. 3 of 18
RE: Application of Certain COLA
Provisions

Dear Mr. MacDonald:

In the 1974 negotiations, we reached certain understandings with respect to the Interim Increase (COLA) language to be incorporated in our new Collective Labour Agreement.

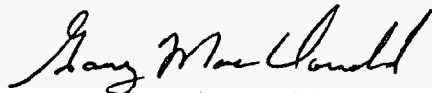
1. It is agreed that the adjustments provided for at periodic intervals under said language do not pyramid on each other.
2. The Company has taken the position that payments under the COLA provisions are subject to reduction. It is the Union's position that there can be no reduction in any such payments.
3. In view of the foregoing, it has been agreed that any dispute which may arise in regard to reducing COLA payments will be subject to arbitration.

Very truly yours,



I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:



Garry MacDonald, President
Local No. 733, URCLPWA

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, URCLPWA

Letter of Understanding No. 4 of ~~18~~
RR: Practices to be Continued

Dear Mr. MacDonald:

This confirms certain commitments made by the Company during the **contract** negotiations just **completed**.

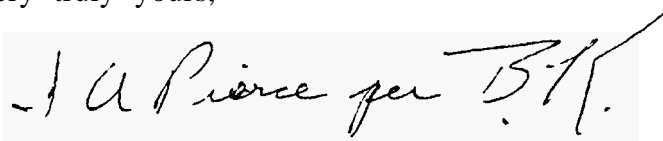
The Company will :

1. **Cont Inue** to sponsor the picnic pretty much as we have done
In the past, if there continues to be enough interest in it
to make it worthwhile.
2. Supply safety boots, rubber aprons and eye protection
without charge for Jobs as required.
3. Sell Gates merchandise to employees at lowest published
catalogue level plus applicable taxes.
4. Provide gloves without cost to employees occupying the
classifications listed below, with the understanding that
stringent controls will be set up to prevent **abuse** of the
privilege:
 - a. Belt **Vulcanizers** (Rag Wrap & Air Bag)
 - b. Open-end Press **Curemen**
 - c. **Millmen**
 - d. ~~Lead Exp. ruder~~ Crew
 - e. Curved Hose **Curemen**
 - f. Horizontal Wire Braider Operators
5. Sell gloves at one-half Gates cost to employees not covered
in 4, above, for use in their lobs.
6. Supply and launder coveralls for employees on Jobs listed
in Clause 4.03 of the Agreement.
7. Keep sets of coveralls available which will be issued to
any employee assigned to the following jobs, as required:

Mr. Garry MacDonald
Practices to be Continued
Page Two

- a. Clean and **degrease** braider. This involves a complete wash down of the machine; not simply a cleaning of the deck outer surfaces.
- b. Clean curved hose cure area and pit.
- c. Lead Extruder crew.

Very truly yours,



I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:



Garry MacDonald, President
Local No. 733, URCLPWA

April 28, 1988

Mr. Carry MacDonald
President
Local No. 733, URCLPWA

Letter of Understanding No. 5 of 18
RE: Application of Clause 9.07

Dear Mr. MacDonald:

In our recently completed negotiations we reached the following understandings with regard to the application of Clause 9.07:

1. The word "Job" as it is used in 9.07 means all positions within a given classification.
2. An employee may secure recall rights under 9.07 as a result of:
 - a. Being displaced from his Job due to a reduction of strength in that classification; or
 - b. Being bumped from his Job by another employee.
3. If more than one employee has recall rights to a given job, such rights will be exercised in accordance with seniority.
4. If a man holds recall rights to a given Job and he refuses recall when the Job again becomes available to him, he thereupon forfeits his recall rights and that job becomes a vacancy.
5. If an employee is displaced within the meaning of 9.07, accordingly holding recall rights to the job and shift from which he was displaced, and is subsequently displaced from another job while holding recall rights to the former, he must, at the time of the latter displacement, declare to which job he wishes his recall rights to apply, i.e. he cannot hold recall rights to more than one Job.

Mr. Garry MacDonald
Application of Clause 9.07
Page Two


“The term ‘recall’ as used in this interpretive letter means the return of an employee, displaced from his Job but not laid off, to a Job from which he was displaced. It bears no relationship to the recall rights covered in Clause 9.08. ‘Recall rights’ as used in connection with 9.07 apply only to moves within the plant while the ‘recall rights’ provided in 9.08 refer to returning a man to the payroll from laid off status. Rights granted under 9.07 do not survive layoff I.”

Very truly yours,

A handwritten signature in black ink that reads "I. A. Pierce per BTK". The signature is written in a cursive style and is placed on a light gray rectangular background.

I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:

A handwritten signature in black ink that reads "Garry MacDonald". The signature is written in a cursive style and is placed on a light gray rectangular background.

Garry MacDonald, President
Local No. 733, URCLPWA

Mr. Garry MacDonald
Application of Clause 5.12
Page Three

have been lengthy transfers across shifts which may have created an undue hardship.

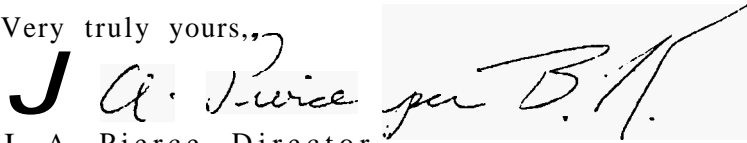
Without losing sight of the fact that this language in Clause 5.12 provides a vital flexibility to the Company which cannot be seriously impaired, we have agreed that we will give consideration to bidding in anticipated long term situations and that we will avoid cross-shift Company Benefit Transfers ~~of~~ more senior employees (where a substantial length of time is involved), where within-the-shift transfers will suit the purpose equally well, without an undue disruption of production.

It is **recognized**, however, that developmental work (covered under the 105% guarantee) presents a different problem from the ordinary Company Benefit Transfer, and that in these cases the Company must reserve the complete right to select the operator(s) for such work.


- E.** Normally, we will not Company Benefit Transfer an employee for a period longer than one month unless the employee so transferred is willing to accept such transfer for a longer period of time. This thought must be applied with due regard to the qualifications of available personnel.

Where a long term Company Benefit Transfer may be anticipated, we will, before bidding, as suggested in the second paragraph of old letter No. 22, offer the employees within the classification involved an opportunity to reposition themselves on more desirable shifts.

Very truly yours,,


I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:


Garry & Donald, President
Local No. 733, URCLPWA

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, URCLPWA

Letter of Understanding No. 8 of 18
RE: Application of Clause 10.02 of
the Collective Labour Agreement

Dear Mr. MacDonald

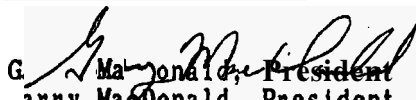
It was agreed in 1977 contract negotiations that in conjunction with Clause 10.02 of the C.L.A. that in special circumstances approved by the Company, an employee may be granted a one day leave of absence in the event it is not possible for the employee to attend the funeral of a designated relative.

Very truly yours,

Handwritten signature of I. A. Pierce in cursive, with the name 'Pierce' clearly legible and 'per B.H.' written below it.

I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:

Handwritten signature of Garry MacDonald in cursive, appearing to read 'Garry MacDonald'.

Garry MacDonald, President
Local No. 733, URCLPWA

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, URCLPWA

Letter of Understanding No. 9 of 18
RE: Partial Pay for Union Presider

Dear Mr. MacDonald:


The President of Local 733, **U.R.W.** will be **off** work on Fridays to **conduct affairs of the Local Union.** The Company **will** pay the Local Union eight hours pay at his **E.I .E. or his A.H.E.,** whichever is higher, if he is an incentive worker or at Job Rate if a **day worker.** When a paid holiday is observed on a Friday, the Union President's last regular scheduled work day preceding the holiday will be substituted for the Friday.

Very truly yours,

Handwritten signature of I. A. Pierce in cursive, with the text "I. A. Pierce per B.K." written over it.

I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:

Handwritten signature of Garry MacDonald in cursive.

Garry MacDonald, President
Garry MacDonald, President
Local No. 733, URCLPWA

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, URCLPWA

Letter of Understanding No. 10 of 18
RE: Vacation Replacement Employees

Dear Mr. MacDonald:

It is agreed that in the future during the period from June 1 through September 1 the Company may hire vacation replacements in the Warehouse at contractual starting rates, and they will progress as per the Collective Labour Agreement. Vacation replacement employees so hired may be assigned to any job, any shift. They will not be covered by the Company for OHIP, Extended Health Care, Weekly Indemnity and Life Insurance.


Vacation replacements will not be hired at such time as senior employees are on layoff status.

Very truly yours,

A handwritten signature in black ink that reads "I. A. Pierce per B.A." The signature is written in a cursive style.

I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:

A handwritten signature in black ink that reads "Garry MacDonald". The signature is written in a cursive style.

Garry MacDonald, President
Local No. 733, URCLPWA

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, URCLPWA

Letter of Understanding No. 11 of ~~12~~
RE: Job Vacancy for Posting

Dear Mr. MacDonald:

During the 1977 negotiations, the parties discussed what would constitute a Job vacancy for the purpose of posting.


As a result of our discussion, it was agreed that a vacancy exists and must be posted when such Job is worked in excess of thirty (30) hours a week.

Very truly yours,

A handwritten signature in cursive script that reads "I. A. Pierce per B.K." The signature is written in black ink on a light-colored background.

I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:

A handwritten signature in cursive script that reads "Garry MacDonald". The signature is written in black ink on a light-colored background.

Garry MacDonald, President
Local No. 733, URCLPWA

April 28, 1988

Mr. Garry **MacDonald**
President
Local No. 733, URCLPWA

Letter of Understanding No. 12 of **18**
RE: Partial Pay for Union Time Study
Engineer

Dear Mr. MacDonald:

The Company will pay up to a maximum of twenty (20) hours per week at straight time average hourly earnings for the actual time the Union Time Study Engineer is off his regular Job and engaged in duties required of him as Union Time Study Engineer. In order to be eligible for the payment set forth above, the Union Time Study ~~Engineer must have~~ attended and graduated from the International Time Study School or from an equivalent program recognized by the Union and Company.

If the Union Time Study Engineer is required by the Union to engage in time study duties in excess of twenty (20) hours in a week he will be released for the required time **but without pay by** the Company.

The Company may assign work to the Union Time Study Engineer for the balance of hours in the week during which he is not engaged in time study activities with payment at straight time average hourly **earnings** or the rate of the Job to which he is assigned, whichever is higher.

All Company payment **for** time study activities will be subject to reasonably detailed documentation of the time spent.

Very truly yours,


I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:


Garry MacDonald, President

Local No. 733, URCLPWA

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, URCLPWA

Letter of Understanding No. 13 of 18
RE: Application of Clause 9.03 (f) of
the Collective Labour Agreement

Dear Mr. MacDonald:

In the 1969 negotiations, there was a lot of discussion about the application of this section, and I want to reiterate our thoughts in regard to its application in the way it was negotiated.

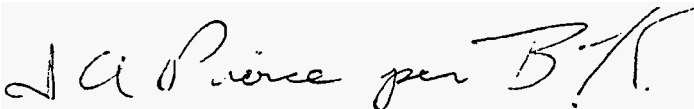
The purpose of 9.03 (f) is to allow placement of employees who must be placed under the provisions of Section 9.06. This means that before 9.03 (f) can be applied, there must be a need for its application in order to utilize 9.06.

The Union is concerned that we might misapply 9.03 by displacing an employee when a vacancy occurs in order to avoid bidding the vacancy. This would be an obvious misuse of 9.03 (f) and far from its intent, particularly since the Job occupied by the displacee would soon have to be filled. Such a dodge would be transparent, and not condoned by the Committee or by me.

We have assured the Union that we will not "play games" with this language.

I will expect you to see to it that we use this language only in the spirit in which it was intended.

Yours very truly,



I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:



Garry MacDonald, President
Local No. 733, URCLPWA

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, URCLPWA

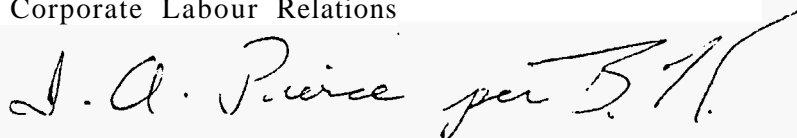
Letter of Understanding No. **14 of 18**
RE: Adjustment of Pay Cheque Errors

Dear Mr. MacDonald:

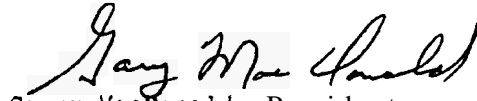
Pay cheque errors will be adjusted as soon as possible after notification has been furnished to the Company by the employee but, at any rate, not later than three (3) working days after the error has been established.

Yours very truly,

I. A. Pierce, Director
Corporate Labour Relations



ACCEPTED AND AGREED:



Garry MacDonald, President
Local No. 733, URCLPWA

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, **URCLPWA**

Letter of Understanding No. 15 of ~~18~~
RE: Vacation Schedule Policy

Dear Mr. MacDonald:

The existing Vacation Schedule policy will continue to provide for a maximum of 10% of the employees being off on vacation subject to the other provisions remaining the same.

Yours very truly,

I. A. Pierce, Director
Corporate Labour Relations

I. A. Pierce per B.K.

ACCEPTED AND AGREED:

Garry MacDonald
Garry MacDonald, President
Local No. 733, **URCLPWA**

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, URCLPWA

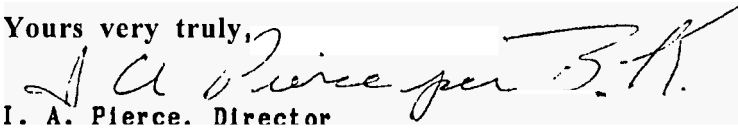
Letter of Understanding No. 16 of 18
Re: Layoff and/or Recall Temporarily
Out of Seniority

Dear Mr. MacDonald:

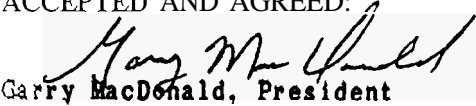
This will confirm our agreement arrived at during 1985 C.L.A. Negotiations that, upon mutual consent between the Company and the Union, the Company will be permitted to do the following:

- a) In the event of layoff retain necessary employees out of seniority for a maximum of four (4) weeks beyond normal layoff date for the purpose of training replacements. An employee will not accumulate additional seniority under Clause 9.09 while being retained out of seniority.
- b) In the event of recall from layoff under the new language included in Clause 9.08 of the C.L.A., the actual date of return to work may not necessarily be in order of seniority for the purpose of proceeding with startup operations in the most orderly fashion possible. An employee will not accumulate additional seniority under Clause 9.09 while recalled out of seniority.

Yours very truly,


I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:


Garry MacDonald, President
Local No. 733, URCLPWA

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, URCLPWA

Letter of Understanding No. 17 of 18
Re: Notification of Intentions ~~to~~—
Contract Out Work

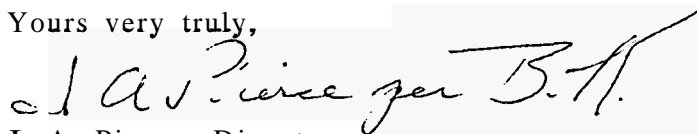
Dear Mr. MacDonald:

If the Company is considering contracting out work, they will advise the designated Union Representative.

Such notification will be made in advance of arrangements being made, wherever practical to do so, to allow an opportunity for input on the use of skilled trades employees. If it is mutually agreed upon between the Company and the Union the work involved may be performed by skilled trades employees. Otherwise the work will be performed as designated by the Company.

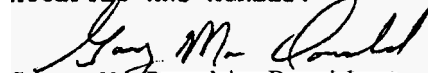
When it is not practical to give advance notification, the Company will provide subsequent notification to the designated Union Representative.

Yours very truly,



I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:



Garry MacDonald, President
Local NO. 733, URCLPWA

April 28, 1988

Mr. Garry MacDonald
President
Local No. 733, URCLPWA

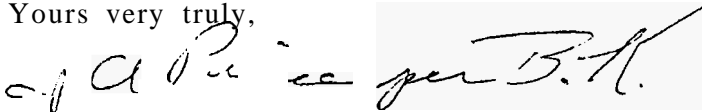
Letter of Understanding No. 18 of 18
Re: Expediting Bid Chains

Dear Mr. MacDonald:

This will acknowledge that there have been a number of recent occasions on which Company officials have had difficulty in expediting the training and movement of people within bid chains.

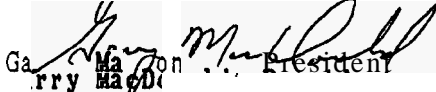
The parties have recognized that this can present problems and the Company will endeavour to complete training and movement of successful bidders as quickly as possible as discussed in 1988 Negotiations.

Yours very truly,



I. A. Pierce, Director
Corporate Labour Relations

ACCEPTED AND AGREED:



Garry MacDonald, President
Local No: 733, URCLPWA