

SYMBOL	Union		
DATE	91	12	16
DEPT.	94	12	15
NO. OF EMPLOYEES	110		
NUMBER OF EMPLOYEES	D.L.		

**AGREEMENT**  
 BETWEEN  
**PERSTORP COMPONENTS (CANADA) INC.**  
**KITCHENER**  
 AND  
 LOCAL UNION NO. **296**  
**UNITED RUBBER, CORK, LINOLEUM**  
 AND  
 PLASTIC WORKERS OF AMERICA  
**KITCHENER, ONTARIO**

00724 (04)

~~PERSTORA COMPONENTS (CANADA)~~

SOURCE	Union
EMPL.	9/2/16
TERM.	2/12/15
NO. OF EMPLOYEES	110
NOMME D'EMPLOYES	D.L.

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AGREEMENT  
BETWEEN  
**PERSTORP** COMPONENTS (CANADA) INC.  
KITCHEWER  
AND  
LOCAL UNION NO. **296**  
UNITED RUBBER, CORK, **LINOLEUM**  
AND  
PLASTIC WORKERS OF AMERICA  
**KITCHENER, ONTARIO**

This *Agreement* **is made** and entered into this **15th** day of December, **1991**, by and between **PERSTORP** COMPONENTS (CANADA) INC., **Kitchener**, Ontario, ('**THE COMPANY**') and Local **296** of the United Rubber, Cork, Linoleum and Plastic Workers of America ('**THE UNION**').

PURPOSE

It is the mutual desire of the parties to this Agreement to promote co-operation and harmony and to formulate rules and **re-establish** orderly procedures to govern the relationship between the Union and the Company.

The Union **realizes** the necessity of encouraging full productivity consistent with fair labour practices and in conformity with this Agreement, and agrees that It will co-operate with Management in discouraging **any** practice which imposes **any** unreasonable restriction on production. The Union **recognizes** the necessity of the efforts of Management to improve production, establish efficient methods, eliminate waste in production, conserve materials and **supplies** and improve the quality of workmanship and that **it** is desirable to strengthen goodwill between the Company, the employees, the customer, the Union and the public.

Therefore, both parties agree as follows:

ARTICLE 1  
RECOGNITION AND SCOPE  
OF COLLECTIVE BARGAINING

**1:01** The Company **recognizes** the Union as the sole collective bargaining agency for all hourly paid employees except **shift** managers, **supervisors**, full time department clerks, office staff and laboratory technicians.

**1:02** The Company **agrees** to meet and negotiate with the accredited **representatives** of the Union on matters **pertaining** to hours of work, rates of pay and working conditions of employees covered by this Agreement.

- 1:03** THE COMPANY AND THE UNION MUTUALLY AGREE THAT NEITHER PARTY WILL DISCRIMINATE AGAINST ANY EMPLOYEE BECAUSE OF RACE, RELIGION, COLOUR, AGE, SEX, **MARITAL** STATUS, DISABILITY OR ANY OTHER PROHIBITED GROUND OF **DISCRIMINATION** AS DEFINED IN THE ONTARIO **HUMAN** RIGHTS CODE, nor shall there be **any** discrimination, coercion or intimidation as a result of an employee's Union activities or membership.
- 1:04** Both parties **recognize** the value of goodwill between the employees and the Company and to this end agree that neither party will **make** any destructive criticism of the Union or Company officials. Criticism that may be offered will be made in confidence and for the purpose of making constructive changes in existing conditions.
- 1:05** EMPLOYEES **WHO** ARE EXCLUDED **FROM** THE BARGAINING UNIT SHALL NOT PERFORM WORK WHICH REPLACES PRODUCTION OR MAINTENANCE EMPLOYEES ON THEIR REGULAR JOBS, EXCEPT IN THE EVENT OF AN EMERGENCY, OR FOR THE PURPOSE OF TRAINING, TAKING INVENTORY OR EXPERIMENTAL WORK.

ARTICLE 2  
DEDUCTION OF UNION DUES

- 2:01** Any employee covered by this Agreement who is a member of the Union in good standing on the effective date of this Agreement shall, as a condition of employment, maintain membership to the extent of paying membership dues.
- 2:02** Any person hired as a new employee or an employee transferred into the bargaining unit on or after the effective date of this Agreement shall sign an application for membership as a condition of employment, maintain membership in the Union to the extent of paying membership dues.
- 2:03** Any employee who is in the bargaining unit and who **is** not a member of the Union shall become a member of the Union not later than fifteen (**15**) days from the effective date of this Agreement and shall, as a condition of employment, maintain his membership in the Union to the extent of **paying** membership dues. An employee who is on lay-off, on leave of absence, or absent due to injury or illness shall comply with the requirements of this Section not later than fifteen (**15**) days following his return to work.
- 2:04** Section **2:01**, **2:02**, and **2:03** shall not apply to an employee who is denied membership in the Union or whose membership therein has been terminated for reasons other than his failure to tender the amount of monthly membership dues, as

determined by the Local Union No. **296** in accordance with the constitution of **U.R.C.L. & P.W.** of A. and which are uniformly required of all members as a condition of acquiring or retaining membership therein.

**2:05** (a) In the event any employee fails to become a member of the Union as Provided in Section **2:02** OR **2:03** above, the Union shall give written notice to the Company and to the employee of such failure. Such employee shall not be retained on a job in the bargaining unit unless he has, within fifteen (**15**) days after receipt of such notice, presented evidence that he has become a member of the Union, **or** that he was denied membership for **reasons** other than his to tender the monthly **membership** dues in such amount as may be fixed by the local union in accordance with the procedure prescribed by the **U.R.C.L.** and **P.W.** of A. Constitution.

(b) Any employee who has become a member of the Union and who thereafter fails to maintain his membership in the Union to the extent of paying membership dues shall not be retained on a job in the bargaining unit, provided that the Union shall have given written notice to the Company and to such employee of such failure and such employee shall have failed to comply with the **provisions** of this Article within thirty (**30**) days after the receipt of such notice.

**2:06** All present employees, new employees and employees transferred into the bargaining unit on or after the effective date of this Agreement shall have their membership **dues** deducted from their wages by signing the **authorization** for deduction form as provided in Section **2:10**. The **authorization** form for deduction of dues which has been signed by present employees in the bargaining unit under the provisions of all previous Collective Agreements between the parties **shall** be **authorization** for the Company to deduct membership dues in accordance with the provisions of the Agreement.

**2:07** The **authorization** forms for deduction of dues which have been or which may be, executed shall be irrevocable for the duration of this Collective Agreement and any extension or renewal thereof is followed by the execution of a new Agreement, these **authorizations shall** be deemed to be automatically renewed for the duration of such new Agreement. **Any authorization shall cease** to be effective upon termination of employment or upon transfer to an occupation outside the bargaining unit.

- 2:08** On the individual employee's first pay day of each month, or in the **case** of a new employee the first pay day in the month following employment, the Paymaster **shall** make deductions from the wages of employees in accordance with **authorizations** then in his hands, and shall forward such deductions to the Union within one **(1)** week thereafter, together with a **list** of employees from whom wages have been deducted.
- 2:09** It is the **responsibility** of the Union to notify the Company **from** time to time of changes in the amount of Union **dues**, not later than the **25th** of any calendar month. Changes **so** notified shall be effective on the first pay day of the following month.
- 2:10** The **authorization** referred to in Section **2:06** above shall be completed in triplicate on forms supplied by the Company. The original shall be retained by the Company and one copy retained by the employee and the other by the Union. The following form of **authorization** shall be used.
- 2:11** The Union shall indemnify and **save** the Company and the Trustee of the Supplemental Unemployment **Benefit** Fund harmless from any claims, suits, **judgements**, attachments, and from any other form of liability as a result of the Company making any deductions in accordance with these foregoing **authorizations** and assignments, and the Union will make refunds directly to all employees from whom a wrongful deduction was made.



**PERSTORP COMPONENTS (CANADA) INC., Kitchener**

**Authorization for Deduction of Union Dues**

**Name**.....

I, the undersigned employee, hereby **authorize PERSTORP COMPONENTS (CANADA) INC.. Kitchener**, to deduct from wages owing me, and the **Trustee** of the **S.U.B.** Fund to deduct from any Supplemental Unemployment Benefit payable to me from the **S.U.B.** Fund, commencing with my first pay in the month of..... and subsequently from my first pay in each month the amount of first month's **Dues**, rejoining **Dues** or monthly **Dues**, as applicable and as determined by Local Union **No.296**, United Rubber, Cork, Linoleum and Plastic Workers of America in accordance with the **U.R.C.L. & P.W.** of A. Constitution - the same to be remitted by the Company to the Union.

This **authorization** shall continue in effect for the duration of the present Collective Agreement and any extension or renewal thereof; and if termination of the present Collective Agreement or extension or renewal thereof is followed by the execution of a new Collective Agreement this **authorization** shall continue in effect for the duration of the new Collective Agreement and any extension or renewal thereof; and shall be irrevocable during such period or periods.

**Date**:.....

Signed:.....

Witness:.....\*

Address:.....

Clock **No**:.....

## ARTICLE 3

## UNION REPRESENTATION/GRIEVANCE PROCEDURE

- 3:01** Both parties agree to meet promptly to **discuss** and RESOLVE any complaint which may originate by either party and every effort shall be exerted mutually to settle the matter at issue as quickly as **possible**.
- 3:02** The Union agrees to bring to the attention of Management, through the channel of the procedure laid down in this Article, any **cause** for **dissatisfaction** or any unsafe working condition or practices, **AS SOON AS** it **is** known to the Union.
- 3:03** A Plant Negotiating Committee not to exceed five **(5)** Union Members who are regular employees of the Company with at least one **(1)** year of seniority shall be elected by the Union.
- 3:04** Each of the following departments shall have one **(1)** Steward per shift to represent **those** employees:
- (a) Fibre Preparation and Moulding
  - (b) Fibre Finishing/Shipping & Receiving
  - (c) Maintenance employees shall be represented by one **(1)** steward for all shifts.
- 3:05** The Union shall keep Management informed by written notice to the PERSONNEL MANAGER. of the personnel comprising the Executive Board of the Union, the Negotiating Committee, and the Departmental Stewards.
- 3:06** (a) The Company will pay members of the Plant negotiating Committee and a representative steward, but not exceeding five **(5)** employees in total, at their REGULAR STRAIGHT TIME RATE OF PAY for meetings held for the purpose of **discussing** matters other than wage and/or contract negotiations. Any additional meetings shall be paid for by the party calling the meeting.
- (b) The Company will pay the members of the Plant Negotiating Committee for time spent in meetings with the Company at STEP 2 AND STEP 3 of the grievance procedure.
  - (c) A PRODUCTIVITY IMPROVEMENT COMMITTEE CONSISTING OF THE PLANT **NEGOTIATING COMMITTEE** AND AN EQUAL NUMBER OF **MANAGEMENT** REPRESENTATIVES SHALL MEET AT THE REQUEST OF EITHER PARTY, AND, IN ANY CASE, NO MORE THAN ONCE PER

MONTH TO DISCUSS PRODUCTIVITY AND QUALITY ISSUES AND TO JOINTLY INITIATE AND DEVELOP IDEAS FOR CONTINUOUS **IMPROVEMENT** IN THE COMPANY'S PLANT 2 OPERATION. WHEN THE COMPANY PLANS TO INTRODUCE NEW TECHNOLOGY WHICH WILL DIRECTLY AFFECT THE JOBS OR THE JOB SECURITY OF EMPLOYEES IN THE BARGAINING UNIT. SUCH CHANGES **WILL BE** COMMUNICATED AND THE **SOCIO-ECONOMIC** IMPACT OF PLANNED CHANGES TO MEMBERS OF THE BARGAINING UNIT WILL BE EXPLORED JOINTLY AND EQUALLY BY THE PARTIES IN ADVANCE OF IMPLEMENTATION. THE **COMMITTEE** WILL OPERATE WITH THE GUIDING PRINCIPLE OF **MAXIMIZING** PRODUCTIVITY AND QUALITY WITH THE LEAST IMPACT ON THE LIVELIHOOD OF EMPLOYEES.

- (d) The Company shall pay four (**4**) members of the Negotiating Committee eight (**8**) regular hours rate of pay for each meeting during negotiations for the renewal of the Agreements between the Company and the Union at which an officer of the Ministry of Labour is not in attendance. Such time will be paid for at straight time earnings to a maximum of eight (**8**) hours per day, per Committee member.
- (e) PLANT NEGOTIATING COMMITTEE **MEMBERS** AND STEWARDS SHALL FIRST OBTAIN THE PERMISSION OF A MANAGEMENT REPRESENTATIVE BEFORE CONDUCTING LEGITIMATE UNION BUSINESS ON THE PREMISES WHETHER DURING HIS REGULAR WORK DAY OR DURING HIS OFF-SHIFT HOURS. PERMISSION WILL NOT BE UNREASONABLY WITHHELD.
- (f) THE COMPANY WILL PAY THE LOCAL UNION PRESIDENT FOR **TIME** LOST FROM HIS REGULAR HOURS IN THE CONDUCT OF LEGITIMATE LOCAL UNION MATTERS. THE LOCAL UNION PRESIDENT, DURING THE **TERM** OF HIS OFFICE ONLY, WILL BE PLACED ON THE DAY SHIFT OF HIS JOB CLASSIFICATION, FOLLOWING WHICH HE WILL ELECT HIS SHIFT PREFERENCE.

### ARTICLE 3 GRIEVANCE PROCEDURE

**3:07** The procedure as laid down in this Section shall be followed in the settlement of complaints or grievances on the part of employees.

- (a) STEP 1 - Any employee who **has** a complaint as an individual shall, with, without, or through his Steward, who **may** call in the Chief Steward, **discuss** the matter with the Shift Manager in order to RESOLVE THE COMPLAINT. Any DISCUSSIONS started with the Steward may

be continued with him.

(b) STEP 2 - Failing settlement through Step 1, the complaint shall be referred in writing by the Chief Steward to the PLANT MANAGER AND SUCH COMPLAINT SHALL BE CONSIDERED A GRIEVANCE AT THAT TIME. THE PLANT MANAGER AND ANY APPLICABLE MANAGEMENT REPRESENTATIVES SHALL **MEET** WITH THE UNION NEGOTIATING COMMITTEE WITHIN THREE (3) working days of receipt of the written grievance. The PLANT **MANAGER** shall render a decision within FIVE (5) working days of the meeting having occurred.

(c) STEP 3 - Failing settlement under the above procedure, the Plant Negotiating Committee shall meet with the PERSONNEL Manager and/or a Management Committee within THREE (3) working days of receipt of the grievance. A written decision will be rendered within five (5) working days of the conclusion of any meetings which have occurred. An International Representative of the **U.R.C.L. & P.W.** of A. may participate at this Step. Where there is a time standard in dispute, the Union may, at this third (3rd) step of the grievance procedure, with the approval of the Company, use the services of a **U.R.W.** Time Study Engineer who may observe and/or study the standard in dispute.

The time limits set out in the Grievance Procedure Steps 1 through 3 may be extended by the mutual written agreement of the parties.

(d) STEP 4 - ANY GRIEVANCE WHICH HAS NOT BEEN SETTLED AFTER BEING CARRIED THROUGH THE GRIEVANCE PROCEDURE MAY BE REFERRED TO AN ARBITRATOR AT THE WRITTEN REQUEST OF EITHER PARTY. SUCH REQUEST SHALL BE MADE WITHIN THIRTY-FIVE (35) CALENDAR DAYS OF THE STEP 3 RESPONSE. SHOULD THE PARTIES BE UNABLE TO AGREE OR TO OBTAIN THE SERVICES OF AN ARBITRATOR WITHIN SEVEN (7) WORKING DAYS FROM THE WRITTEN REQUEST TO PROCEED TO ARBITRATION, THEN THE MINISTER OF LABOUR FOR THE PROVINCE OF ONTARIO SHALL DESIGNATE THE ARBITRATOR.

**3:08** In cases of Arbitration concerning the discharge or suspension of an employee, a single arbitrator MAY be

appointed pursuant to Section **45** of the Labour Relations Act if requested BY EITHER OF THE PARTIES.

**3:09** UPON **MUTUAL** AGREEMENT IN WRITING BETWEEN THE COMPANY AND THE UNION, A BOARD OF ARBITRATION MAYBE SUBSTITUTED FOR A SINGLE ARBITRATOR AND ALL PROVISIONS OF THIS ARTICLE WILL CONTINUE TO APPLY SO FAR AS THEY ARE RELEVANT. SUCH BOARD SHALL BE COMPOSED OF ONE PERSON APPOINTED BY THE COMPANY, ONE PERSON APPOINTED BY THE UNION, BOTH OF **WHOM** SHALL CHOOSE AND AGREE TO A THIRD PERSON TO ACT AS CHAIRPERSON, BUT IN THE EVENT THAT THE RESPECTIVE NOMINEES FAIL TO CHOOSE A THIRD PERSON WITHIN **SEVEN (7)** NORMAL WORKING DAYS, THE ONTARIO MINISTER OF LABOUR SHALL BE ASKED TO APPOINT THE CHAIRPERSON.

**3:10** The jurisdiction of the Arbitrator shall be limited to a decision on the dispute or question set forth in the grievance. The Arbitrator shall not have any jurisdiction to change or disregard any of the provisions of this Agreement nor to substitute any new provisions in place thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator shall not have the authority to decide a dispute involving a question of a general wage level demand. All decisions of the Arbitrator arrived at in accordance with the provisions of this Agreement shall be final and binding on all parties. The parties shall bear the expense of the Arbitrator in equal shares. (In the case of a Board of Arbitration each party shall bear the expense of the Arbitrator appointed by it and the parties shall jointly and equally bear the expense of the Chairperson).

**3:11** When the Company and the Union cannot agree on the validity of a production standard, the Company and the Union will select an outside qualified Industrial Engineering Arbitrator to resolve the dispute. The decision of this third party will be binding on both the Company and the Union. SHOULD THE PARTIES BE UNABLE TO AGREE OR OBTAIN THE SERVICES OF AN ARBITRATOR WITHIN SEVEN **(7)** WORKING DAYS **FROM** THE WRITTEN REQUEST TO PROCEED TO ARBITRATION, THEN THE MINISTER OF LABOUR FOR THE PROVINCE OF ONTARIO SHALL DESIGNATE THE ARBITRATOR.

**3:12** (a) An employee who claims that he has been laid off inconsistent with his seniority rights or not recalled in accordance with his seniority rights, may protest in writing to the PERSONNEL Manager within five **(5)** normal working days of such alleged violation of seniority rights. If the employee's claim is upheld, he will be placed on the job to which his seniority entitles him and receive a pay adjustment as set out in **3:12 (c)**.

(b) If such written protest is made more than five (5) normal working days after such alleged violation of seniority rights and his claim is upheld, he will be placed on the job to which his seniority entitles him, but any pay adjustment will only be made from the date on which such protest was made, as Bet out in **3:12 (c)**.

(c) **Any pay** adjustment will be the difference between any earnings or **renumeration the** employee has received during the period for which adjustment **is** made and the earnings he would have received had he been properly placed.

**3:13** It is agreed that individual members of the Plant Negotiating Committee will not be asked to participate alone in any meeting arranged for the purpose of arriving at a decision on any subject. This does not apply to the first step of the grievance procedure, nor **to any discussion** Of a general or informative nature.

**3:14** There shall be no lockout, strike, sit-down, slowdown, nor stoppage of work either partial or complete over any matters covered by the Agreement during its term.

In the event of any strike, **slowdown**, sit-down, or concerted stoppage of work, either partial or complete, the Union **shall**, at the request of the Company, forthwith inform the Company as to whether or not the same was **authorized** by the Union.

**3:15** Any employee desiring to leave his work because of matters concerning this Agreement **shall** apply to his foreman for permission to do so, which permission shall not be unreasonably withheld.

**3:16** Nothing contained in this Article shall prohibit an employee from presenting a personal complaint or request directly to Management.

**3:17** If the Union considers that an employee other than a probationary employee has been unjustly discharged or **suspended**, the question shall be subject to review under the procedure as Bet forth in Section **3:07** Steps 2 and 3 and **4**. Protest of such a discharge or suspension to be effective must be made in writing within five (5) normal working days to the PERSONNEL Manager by the Union or the employees concerned. If arbitration on the matter becomes necessary, the Board shall, if the discharge or suspension is not **sustained**, determine the terms, of reinstatement with respect to penalties and/or rights and pay for lost time.

**3:18** In the event than an employee is subject to disciplinary action, any previous record that is two (2) years or more from the date of the current discipline will not be considered.

Copies of all correspondence to **employees** regarding disciplinary action will be given to the Union.

ARTICLE 4  
HOURS OF WORK AND OVERTIME

**4:01** (a) The normal working hours for all employees in the bargaining unit shall consist of eight **hours** per day and forty (**40**) hours per week Monday to Friday Inclusive. These hours do not constitute a guaranteed minimum or maximum **of** hours in a day or week.

(b) The normal starting shift of each week shall be at **11:00** p.m. Sunday nights. The last normal working shift will finish at **11:00** p.m. Friday nights.

**4:02** EMPLOYEES SHALL BE **AT** THEIR PLACES READY TO WORK AT SCHEDULED STARTING TIMES.

**4:03** THE COMPANY WILL PERMIT ONE TEN (**10**) **MINUTE** REST PERIOD PER EIGHT (**8**) HOUR SHIFT. THE COMPANY WILL PERMIT ONE TEN (**10**) **MINUTE** REST PERIOD WHERE SHIFTS ARE THREE (**3**) HOURS OR **MORE**, BUT LESS THAN **FIVE (5)** HOURS. THE **TIME** OF REST PERIODS WILL BE SCHEDULED BY THE COMPANY.

**4:04** THE COMPANY WILL **PERMIT** ONE TWENTY (**20**) MINUTE LUNCH PERIOD FOR **EMPLOYEES** ON OPERATIONS SCHEDULED ON THREE (**3**) SHIFTS OR ON A SINGLE OR DOUBLE SHIFT IF CONTINUOUS PRODUCTION IS **NECESSARY** PROVIDING THE SHIFT IS OF **MORE** THAN FIVE (**5**) HOURS DURATION.

**4:05** All hours worked in **excess** of normal hours shall be considered **as** overtime. Overtime at the rate of one and **one-**half times regular rates of pay will be paid as follows:

(a) For all hours worked in **excess** of eight (**8**) hours in any twenty-four (**24**) hour period.

(b) For all **hours** worked from **11:00** p.m. Friday to **11:00** p.m. Saturday.

(c) An employee reporting for work on his regular shift if sent home before the close of his regular shift, and required to report back for work within the twenty-four

(24) hour period, shall be paid time and one-half for all hours worked on call back, prior to the start of his next regular shift and at this rate only.

(d) AN EMPLOYEE WHO IS CALLED AT HOME TO RETURN TO THE PLANT FOR OVERTIME WHICH HAD NOT BEEN PREVIOUSLY SCHEDULED WILL BE PAID A MINIMUM OF FOUR (4) HOURS PAY AT THE APPLICABLE **OVERTIME** RATE.

(e) No overtime will be paid for time spent by members of the Plant Negotiating Committee in meetings paid for by the Company. However, the time lost by a member of the Plant Negotiating Committee from his regular scheduled hours to attend such meetings shall be considered as part of his normal shift hours in determining overtime on his regular shift.

(f) Overtime will not be paid twice for the same hours worked.

4:06 Payment for all hours worked from **11:00** p.m. Saturday to **11:00** p.m. Sunday shall be at the rate of double the regular rate of pay and at this rate only.

4:07 It is understood by the Union and employees that the right to schedule hours of work is a Management function and that it is an obligation of each employee to work the hours scheduled within the provisions of The Employee Standards Act.

#### ARTICLE 5 DESIGNATED HOLIDAYS

5:01 The following **TWELVE (12)** holidays, namely: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour **Day**, Thanksgiving **Day**, Remembrance **Day**, December **24**, Christmas Day, **BOXING DAY** and one (1) floating holiday, the date of which is to be mutually agreed upon by April **1st** of the year in which the holiday occurs, if not worked, pay will be given for one standard daily shift, at the average hourly earned rate for the week preceding that in which the holiday occurs, providing that the employee works the last scheduled shift preceding and the first scheduled shift succeeding the holiday; except that these requirements shall be subject to the following exceptions regarding work on these shifts.

(a) In the case of an absence CAUSED BY A DEATH IN THE **FAMILY** AS DEFINED BY ARTICLE **6:11** OF THIS AGREEMENT.



- (b) In the case of **sickness** an employee may receive **permission** to leave work on either of the said **shifts**, if such sickness is extreme in the opinion of the Plant Management. However, the employee is required to work the full scheduled shift either immediately preceding or immediately succeeding the holiday. The Company shall retain the right to request verification of such claims.
- (c) When an employee is injured on the job on the shift immediately preceding the holiday, and is unable to continue working, he may qualify for payment for the holiday if he returns to work AS SOON AS he **is** able to do **so** in the opinion of the doctor handling the case. This does not apply should he qualify for Compensation for lost time as a result of the injury. An employee injured on the shift immediately following the holiday, and who is unable to continue working, must have completed the last scheduled shift preceding the holiday to qualify for payment.
- (d) When one of the holidays falls within the vacation period of an employee otherwise eligible for such holiday pay, he shall be paid for the holiday provided that he works his last scheduled shift before and the first scheduled shift following the vacation period. if the employee **so** requests, he will be granted an additional day off work, without pay, at a time mutually agreeable between the employee and the Company if arranged prior to the scheduled vacation period. The additional day off shall not be permitted for December **24th**, Christmas Day, BOXING DAY and New Year's Day paid holidays, or the floater holiday should it be observed on or about the **Christmas-New Year's** period.
- (e) Written permission to be absent prior to or following a holiday can be granted only by the Shift manager concerned.
- (f) When an employee is absent on either the last scheduled shift preceding or the first scheduled shift following a holiday, but not both days, due to illness or injury, and such illness or injury **may** be verified by either a doctor's certificate or by a personal visit by a representative of the Company.
- (g) If an employee is late on either of the qualifying shifts, but he notifies the Company within two **(2)** hours after the start of this shift, he shall receive holiday pay in proportion to the number of hours actually worked on that qualifying shift.

(h) In the case of a Union Official who in the performance of his Union duties is required to be absent from work and is therefore unable to complete his regular scheduled shift before or after a holiday. In such case he shall obtain permission, in advance, from his foreman for such absence.

(i) An employee who would otherwise qualify for a designated holiday, except for having been laid off within (5) working days prior to such holiday shall receive payment for such designated holiday.

5:02 If any such holiday falls on Saturday or Sunday, it shall be observed on Monday. If two successive holidays fall on a Friday, Saturday, Sunday or Monday, they will be observed on Friday and Monday.

5:03 If the holidays specified in Section 5:01 are worked, payment shall be made at the rate of two times the hourly rate earned for all hours worked provided that a four (4) hour minimum allowance at this rate shall be paid to all employees called in or requested to work on such holidays. Such payment will be in addition to any holiday pay for which the employee may be qualified under Section 5:01 above. A holiday shall be considered extending from 11:00 p.m. preceding the holiday and ending at 11:00 p.m. on the day of the holiday.

ARTICLE 6  
WAGE POLICIES  
UNDER SPECIAL CONDITIONS

6:01 If an employee is requested to remain on the premises, a full time allowance will be made for all stoppages in excess of six (6) minutes.

6:02 Payment for waiting time will be at the employee's average hourly earned rate, but not more than the 90% level of the occupational wage scale of the job.

6:03 An employee reporting for work who has no reason to believe that work was not available will be paid for a minimum of four (4) hours work, or a time allowance for (4) hours at the rates given in Section 6:02. This will not apply in the case of power or machinery breakdown, weather conditions, or other factors beyond the control of the Company, nor if the employee could not be notified because of his failure to advise the Company of a change of address. It is understood that the employee may be supplied with other suitable work

and if he refuses to accept such work he shall not qualify for payment.

- 6:04** No payment shall be made under the foregoing **sections** of this Article for time lost as a result of any **stoppages** of work, Blow-down or strike action unless the employee or employees affected are specifically requested by the Shift Manager, in writing to remain on the job.
- 6:05** When work is available on an employee's regular occupation and he is requested to do other work, he will be paid at the rate earned on the temporary occupation or at **his** average hourly earned rate, whichever is higher.
- 6:06** When an employee is transferred to another job as a result of work shortage, or because he lacks the **qualifications** required for his previous job, or at his own request, the rate of pay shall be that applicable to the work actually performed.
- 6:07** An employee's average hourly earned rate shall be calculated by dividing the straight-time earnings, exclusive of all premiums, by the straight time hours worked in the last week in which the employee has worked at least four **(4)** days, except when a paid holiday falls within the week, when the days worked **shall** be at least three **(3)** days. Hours worked on overtime or on odd jobs during vacation shutdown will be excluded in the calculation of an employee's average hourly earned rate.
- 6:08** For experimental work not covered by standards and the taking of inventory, employees will be paid their average hourly earned rate.
- 6:09** In the **case** of factory injuries payment is allowed for time required to visit the first aid stations and/or room at the employee's average hourly rate. For a visit to the Doctor's office or hospital in the event of a factory injury, payment shall be made for the balance of the shift at the employee's average hourly earned rate if so recommended by the Doctor that the employee cannot return to work.
- 6:10** Night Shift Premium  
The Company will pay an off-shift premium for afternoon and night shifts as follows:
- |   |                 |
|---|-----------------|
| The Second Shift (3:00 p.m to 11:00 p.m.) | \$ .35 per hour |
| Third Shift (11:00 p.m. to 7:00 a.m.)     | \$ .41 per hour |

- 6:11** (a) In the event of bereavement in the employee's family, which shall include father, mother, husband, wife, common-law spouse, sister, brother, **son**, daughter, father-in-law, mother-in-law, daughter-in-law, Bon-in-law, spouse's sister-in-law, spouses brother-in-law, grandparent, spouse's grandparent, grandchild, or a dependent who lives in the employee's household and is registered as a dependent on his **TD-1** Income Tax Form on file at the time of death, the employee will be granted permission to be absent and will be paid for time lost on regular hours during his regular work week for three **(3)** consecutive **days** including the funeral day. If, however, the funeral is not attended, he will be paid for lost time on only one of the above mentioned days.
- (b) In the event an employee is absent from work for three **(3)** consecutive days during his regular work week, to attend a funeral under the provisions stipulated in (a) above, and the funeral day is held on Saturday of that week, the employee will be paid for three **(3)** consecutive days, notwithstanding the provisions of Section **6:11** (a).
- (c) For the purpose of this Section a half-brother or **half-sister** shall be considered as a brother or sister, a step-parent or foster parent shall be considered as a parent and a step-son or step-daughter or foster Bon or foster daughter **shall** be considered as a son or daughter.
- (d) It is understood that "in-law" relationships will be broken by divorce but not death of the blood relative who established the "in-law" relationship, unless and until the in-law relative or employee remarries.
- (e) When death in the family causes the absence of an employee from work within the normal work week prior to the normal work in which the funeral occurs, the intervening Saturday and/or Sunday will be discounted in determining three consecutive days, referred to above, unless such Saturday and/or Sunday are normal scheduled work days.
- (f) It will be the responsibility of the employee to make claim for payment through the PERSONNEL Department, and to provide evidence satisfactory to the Company to support his claim. Payment for such lost time will be to the employee's average hourly earnings on a straight time basis, exclusive of all types of bonuses and premiums. If the employee is eligible for any other form of **remuneration** to which the Company contributes, payment

shall not be made under this Section for such day or days.

(g) Common-Law relationships shall be considered when co-habitation has existed for at least one (1) full year immediately preceding the date of the death. THE EMPLOYEE SHALL PROVIDE SUCH REASONABLE PROOF AS THE COMPANY WAY REQUIRE TO VERIFY THE EXISTENCE AND DURATION OF THE **COMMON-LAW** RELATIONSHIP.

- 6:12 When an employee is required to serve on a jury, is a Subpoenaed Crown Witness, or is required to report for jury duty and is subsequently not required to serve, which prevents him from performing his regular work with the Company, he shall be paid a make-up for lost time representing the difference between any fees received from the court and his average hourly earned rate on a straight time basis, for regular hours, exclusive of all types of bonuses and premiums, for the period of such service.
- 6:13 Should an employee receive a call for jury duty or Subpoenaed Crown Witness which may interfere with a previously scheduled vacation period he shall immediately inform the Company in writing of such call for jury duty and of his desire to have his vacation period rescheduled and the Company upon receipt of such written request will reschedule his vacation period.
- 6:14 The Company agrees to provide the Union with the current Wage Schedules and Job Classifications which form part of the Collective Labour Agreement.

EFFECTIVE **DECEMBER 16, 1991, \$0.28** PER HOUR SHALL BE added to the Occupational Rates at the **100%** level and to the Day work rates.

#### ARTICLE 7 **TIME STANDARDS**

- 7:01 The determination of time standards is a Management function. All new or changed standards shall be explained by the Shift Manager with an Industrial Engineer to the employees involved along with the Department Steward. Data used in determining the standards may be made available at that time. A copy of the methods will be available in the Shift manager's office to the Department Steward. Standards will be posted in the department **24** hours before they become effective and shall be given a trial period of two weeks. The Union agrees that it will assist in seeing that normal effort be put forth during the trial period.

- 7:02** After the trial period, if a standard is disputed, it must follow the procedure set forth in Article 3. In such cases data used in determining the standard will be available for reference by the Department Steward. Any adjustments in new or changed standards shall be retroactive to the date the standard was placed in effect. Any adjustment in other disputed standards shall be retroactive to the date the objection was filed.
- 7:03** There shall be no change in time standards without a corresponding change in method, quality, operation layout or specification, unless mutually agreed upon.
- 7:04** No assistance shall be given to an employee while such employee is being studied for the purpose of setting time standards, nor shall a study be taken of a supervisor for this purpose.
- 7:05** The Company will make every effort to see that weekly efficiencies are posted.

ARTICLE 8  
SENIORITY

- 8:01** (a) Seniority is preference or priority by length of service with definite rights qualifying employees for employment when work is available, the purpose of which is to provide a declared policy of work security measured by length of service.
- (b) In the event two (2) or more employees have the same seniority date or are hired on the same day, their seniority status on the seniority list will be decided by clock number unless the provisions of Section **8:02** and/or **8:03** would decide the employee's ranking by Seniority.
- 8:02** AN EMPLOYEE SHALL BE CONSIDERED A PROBATIONARY EMPLOYEE AND SHALL HAVE NO SENIORITY RIGHTS UNTIL HE HAS COMPLETED FIFTY-FIVE (55) REGULAR WORKED DAYS OR FOUR HUNDRED AND FORTY (440) REGULAR WORKED HOURS (WHICHEVER OCCURS FIRST) WITHIN TWELVE (12) CONSECUTIVE MONTHS FOLLOWING HIS DATE OF HIRE. UPON COMPLETION OF SUCH PROBATIONARY PERIOD, HIS **NAME** WILL BE ENTERED ON THE SENIORITY LIST OF THE BARGAINING UNIT AS OF HIS DATE OF HIRE.
- 8:03** (a) Seniority shall be accumulated by time worked in the employ of the Company, plus time lost not in excess of six (6) continuous months due to lay-off during slack

periods or approved leaves of absence, except in the **case** of leave of absence directly attributable to extenuating illness or injury, seniority may be accumulated up to an amount equivalent to the seniority of the employee at the start of such leave, but such accumulation during lost **time** may not exceed twelve (12) months, or except as provided for In Section 8:23 (c), (d), (e) and (f) and in all Instances, **seniority** accumulated shall be credited to **such** employee upon **his** return to work.

- (b) An employee who has five (5) or more **years** of **seniority**, may accumulate up to one (1) year of seniority during lay-off or properly approved leave of absence au provided in Section 8:23. Seniority accumulated shall be credited to **such employee** upon his return to work.

**8.04** An employee shall lose his seniority **rights** AND HIS **EMPLOYMENT DEEMED** TERMINATED for any of the following reasons:

- (a) Voluntary termination of employment with the Company.
- (b) **Unauthorized** absence exceeding five (5) consecutive normal working days.
- (c) Diecharge, except as provided in Section 3:17.
- (d) Failure to return to work following layoff within seven (7) calendar days after the employee **has** been notified in accordance with Section 8:17 of this Article.
- (e) Failure to return to work on the expiration of a leave of **absence** or any extension thereof.
- (f) After continuous lay-Off of one (1) year for **those** employees having less than one (1) year of **seniority** and after two (2) years for those having one (1) year but less than five (5) years of seniority and after five (5) years for **those** with five (5) years of seniority and over.
- (g) UPON RETIREMENT.

**8.05** WHEN AN EMPLOYEE IS TRANSFERRED TO ANOTHER JOB CLASSIFICATION, **DEPARTMENT** OR SHIFT THROUGH THE **PROVISIONS** OF THE **JOB** POSTING PROCEDURE OR LAYOFF PROCEDURE AND THE JOE TO WHICH HE WAS TRANSFERRED IS ELIMINATED DUE TO DECREASED PRODUCTION, THE EMPLOYEE SHALL HAVE RECALL RIGHTS **BACK** TO HIS **PRIOR** JOB CLASSIFICATION, DEPARTMENT OR SHIFT IN ACCORDANCE WITH SENIORITY RULES AS FOLLOWS:

(a) If the employee has been in the new job classification, department or shift for less than three **(3)** months, he must return to his former job, department or shift.

(b) If the employee has been in the new job, department or shift for three **(3)** months or more, he will be placed on an available job in accordance with Section **8:15**.

**8:06** When lay-offs take place, the Company shall, whenever possible, give employees affected seven **(7)** days notice of such lay-off.

**8:07** An employee who desires to leave the employment of the Company shall, whenever possible, notify the Shift Manager concerned seven **(7)** days in advance.

**8:08** A seniority list shall be posted in each department of the plant showing the accumulated seniority status of employees in that department. This list shall be revised at least one per year. A copy of the lists posted shall be given to the Union President. If requested by the Union or an Individual employee, **the** Company's service records shall be available for reference to the members of the negotiating committee to the extent reasonably necessary to ascertain the accuracy of the seniority lists.

**8:09** (a) Employees will be allowed to exercise their **shift** preference by seniority within their classification once each year under the following schedule:

(i) 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.

(ii) On January **1st** of each year, the Company will make available a form, to be submitted by employees DESIRING A CHANGE OF SHIFT no less than fifteen **(15)** days prior to the effective date of the shift preference change.

(Iii) An employee displaced from his shift through the operation of this clause WILL BE ADVISED BY THE **COMPANY** AND WILL BE ASKED TO EXERCISE HIS OPPORTUNITY FOR SHIFT PREFERENCE WITHIN HIS JOB CLASSIFICATION.

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



- 8:10** Employees who have given long and faithful service to the Company and who are unable to perform their regular work shall be given preference on other work they are qualified to perform, at the prevailing rate of pay for such work.
- 8:11** (a) AN EMPLOYEE WHO ACCEPTS A POSITION **WITH** THE COMPANY WHICH IS OUTSIDE OF THE BARGAINING UNIT ON OR AFTER DECEMBER **16, 1991** SHALL RETAIN HIS ACCRUED BARGAINING UNIT SENIORITY TO THE DATE OF TRANSFER OUT FOR A PERIOD OF SIX **(6)** MONTHS FROM THE DATE OF TRANSFER. EMPLOYEES WHO DO NOT RETURN TO THE BARGAINING UNIT ON OR BEFORE THE EXPIRATION OF THE SIX **(6) MONTH** PERIOD SHALL FORFEIT ALL ACCUMULATED SENIORITY.
- (b) AN EMPLOYEE WHO HAS BEEN EMPLOYED IN A POSITION OUTSIDE OF THE BARGAINING UNIT FOR LESS THAN SIX **(6) MONTHS** AND WHO IS BEING PERMITTED BY THE COMPANY TO RETURN TO THE BARGAINING UNIT, SHALL DISPLACE THE **MOST** JUNIOR EMPLOYEE ACTIVELY AT WORK IN THE PLANT PROVIDED HIS ACCUMULATED SENIORITY UP TO THE DATE OF TRANSFER OUT OF THE BARGAINING UNIT IS GREATER THAN THAT OF SUCH JUNIOR **EMPLOYEE**.
- (c) AN EMPLOYEE WHO ACCEPTED A POSITION OUTSIDE OF THE BARGAINING UNIT PRIOR TO DECEMBER **16, 1991** SHALL RETAIN THE SENIORITY HE HAD ACCUMULATED UP TO THE DATE OF HIS TRANSFER OUT OF THE BARGAINING UNIT AND SHALL BE **PERMITTED** TO RETURN TO THE BARGAINING UNIT BY DISPLACING THE JUNIOR EMPLOYEE ACTIVELY AT WORK IN THE PLANT PROVIDED HE HAS SUFFICIENT SENIORITY CREDIT TO DO SO.
- 8:12** "Qualification", "Qualified" and "Satisfactory Service" as referred to in this Article shall be determined by the Company on the basis of such items as experience, competence, physical fitness, skill, knowledge, adaptability, efficiency, responsibility and integrity.

#### LAY-OFF AND RECALL

- 8:13** AN EMPLOYEE WHO IS CLASSIFIED AS A **LEADHAND** OR A **D.O.A.** OPERATOR SHALL NOT BE DISPLACED FROM HIS CLASSIFICATION SO LONG AS HIS PLANT SENIORITY IS SUFFICIENT TO **MAINTAIN HIM** AS AN ACTIVE **EMPLOYEE**. IN THE EVENT THAT IT **BECOMES** NECESSARY TO LAYOFF AN EMPLOYEE CLASSIFIED AS ABOVE, AND A **REPLACEMENT** IS REQUIRED, THE COMPANY SHALL HAVE THE RIGHT TO ASSIGN ANOTHER EMPLOYEE TO THESE CLASSIFICATIONS AT ITS DISCRETION.

## TEMPORARY LAY-OFF

**8:14** For purposes of this Agreement, a temporary lay-off shall be defined as a temporary reduction in the work force of two **(2)** weeks duration or less.

In the case of a lay-off which is four **(4)** normal working **days** or less, employees **shall** not be eligible to displace other employees during such period.

In the **case of** a temporary lay-off In excess of four **(4)** normal working days, an employee with seniority may displace the least senior employee, having less seniority than his own, within the same job classification provided he can demonstrate competence on the job within two **(2) shifts**. Failing such or If he is the least **senior** in **his** job **classification**, he may displace another employee in the department that has no seniority providing he **is** qualified to perform the job.

## EXTENDED LAY-OFF

**8:15** In the event **#becomes necessary** to reduce the TOTAL **NUMBER** OF EMPLOYEES **IN** THE WORKFORCE for a period of time in excess of a period of temporary layoff as defined in **8:14** above, the Company will, in determining which employees are to laid off, **recognize** the principle of **seniority**. **SUBJECT TO THE LIMITATIONS OF SECTION 8:12 AND SECTION 8:13, DISPLACEMENT OF EMPLOYEES ASA RESULT OF A LAY-OFF WILL OCCUR AS FOLLOWS:**

(a) PROBATIONARY EMPLOYEES WILL BE LAID OFF FIRST.

**(b)** THE LEAST SENIOR EMPLOYEE IN THE AFFECTED CLASSIFICATION ON THAT SHIFT SHALL DISPLACE THE MOST JUNIOR EMPLOYEE IN EITHER HIS OWN JOB CLASSIFICATION, **DEPARTMENT**, SHIFT OR PLANT PROVIDED THE JUNIOR EMPLOYEE TO BE DISPLACED HAS LESSER **SENIORITY** THAN HIS OWN.

## TEMPORARY ASSIGNMENT PROCEDURE

**8:16** (a) WHEN THE NUMBER OF EMPLOYEES WORKING IN A CLASSIFICATION OR DEPARTMENT **MUST** BE ADJUSTED, SUCH WORK WILL BE distributed on a **shared basis** to qualified employees that are available on the shift where such work **is** required.

**(b)** WHEN THE **NUMBER** OF EMPLOYEES WORKING IN A SHIFT **MUST** BE ADJUSTED **FOR** A TEMPORARY PERIOD OF FOUR **(4)** WEEKS OR LESS, **EMPLOYEES** SHALL BE ASSIGNED BY JOB CLASSIFICATION IN REVERSE ORDER OF SENIORITY.

RETURNED TO HIS FORMER JOB CLASSIFICATION, DEPARTMENT AND SHIFT UNLESS THE WORK IS NO LONGER BEING PERFORMED. IN SUCH CASE HE SHALL BE REASSIGNED IN ACCORDANCE WITH THE LAYOFF AND RECALL PROVISIONS OF THIS ARTICLE.

#### RECALL PROCEDURE

- 8:17** (a) Whenever it is necessary to recall employees who have been laid off, the order of recall will be generally in the reverse order of lay-offs.
- (b) When an employee has been recalled to a shift other than his preferred shift, he will be placed on his preferred shift within two (2) weeks following his return PROVIDED THAT THERE IS AN AVAILABLE JOB TO WHICH HIS SENIORITY WILL ALLOW HIM TO RETURN ON HIS PREFERRED SHIFT.
- (c) No new employee shall be hired to fill vacancies until employees who have been laid off and retain seniority status and have the necessary qualification to fill the vacancy have been recalled to work.
- 8:18** Employees are required to keep addresses up to date so they can be located whenever production warrants rehiring. Employees who fail to do so and cannot be located when there is an opportunity to work shall lose their seniority.
- 8:19** An employee notified of recall must inform the Company of his intention to return, within three (3) normal working days, after notification by registered letter to the latest address. Failure to notify of intention to return will be interpreted as refusal to do so. If the employee desires to return to work, he must do so within seven (7) calendar days after he has notified the Company of such intention. Failure to do so will result in complete loss of seniority.
- 8:20** In the event that an employee is unable to return to work due to illness, injury or pregnancy and so notifies the Company within seven (7) calendar days of notification of recall, his seniority status shall be preserved during the period of illness, injury or pregnancy as governed by Section 8:04 (e). Seniority status shall be forfeited following failure to report for work after a second notification following recovery from illness, injury or pregnancy. It is the employee's obligation to notify the Company immediately upon recovery from such illness, injury or pregnancy.
- 8:21** Any of the provisions of the lay-off or recall procedures may be superseded by other arrangements, for legitimate reasons, when negotiated between the Company and the Plant negotiating Committee.

## JOB POSTING

- 8:22** (a) WHEN A JOB VACANCY OCCURS IN THE BARGAINING UNIT, IT SHALL BE POSTED ON THE BULLETIN BOARDS FOR TWO (2) REGULAR WORK DAYS. POSTING WILL IDENTIFY THE CLASSIFICATION AND SHIFT TO WHICH THE SUCCESSFUL APPLICANT WILL BE ASSIGNED. POSTING WILL OCCUR FOR THE INITIAL VACANCY PLUS TWO (2) SUBSEQUENT VACANCIES ONLY.
- (b) AN EMPLOYEE WITH AT LEAST SIX (6) MONTHS OF SENIORITY WHO WISHES TO APPLY FOR A POSTED JOB SHALL DO SO BY COMPLETING A JOB POSTING APPLICATION FORM AND SUBMITTING IT TO THE PERSONNEL DEPARTMENT ON OR BEFORE THE CLOSING DATE IDENTIFIED ON THE POSTING. A BID FOR A JOB POSTING WILL BE CONSIDERED AS ACCEPTANCE OF THE JOB IF THE EMPLOYEE IS CHOSEN AS THE SUCCESSFUL APPLICANT.
- (c) AN EMPLOYEE WHO IS TO BE ABSENT ON APPROVED VACATION LEAVE MAY FILE A JOB POSTING APPLICATION FORM WITH THE PERSONNEL DEPARTMENT NO EARLIER THAN THREE (3) DAYS PRIOR TO THE COMMENCEMENT OF HIS VACATION LEAVE FOR A VACANCY HE ANTICIPATES WILL OCCUR DURING HIS ABSENCE.
- (d) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, APPLICATIONS WILL BE GIVEN CONSIDERATION ON THE BASIS OF QUALIFICATIONS AS DEFINED IN SECTION 8:12 AND WHERE THESE ARE CONSIDERED SUITABLE FOR THE VACANCY, THE MOST SENIOR OF THE APPLICANTS WILL BE GIVEN THE JOB. IN THE CASE OF A VACANCY FOR A SKILLED TRADES APPRENTICE, CANDIDATES SHALL BE EVALUATED ON QUALIFICATIONS AND OTHER RELEVANT CRITERIA AS DETERMINED BY THE COMPANY. WHERE TWO OR MORE CANDIDATES ARE DEEMED TO BE EQUALLY QUALIFIED AND SUITABLE FOR THE POSITION, THE MOST SENIOR OF THE APPLICANTS SHALL BE AWARDED THE JOB.
- (e) THE COMPANY MAY REFUSE TO CONSIDER AN APPLICATION FROM ANY EMPLOYEE WHO HAS SUCCESSFULLY BID ON A PERMANENT OR TEMPORARY VACANCY WITHIN THE PRECEDING SIX (6) MONTHS.
- (f) IN THE EVENT THAT IT IS DEEMED THAT AN EMPLOYEE IS UNABLE TO ATTAIN THE EXISTING STANDARDS OF QUALITY AND EFFICIENCY OF THE JOB WITHIN THE FIRST TEN (10) WORKING DAYS OF HIS DATE OF TRANSFER TO THE NEW JOB, HE WILL BE RETURNED TO HIS FORMER JOB. SUCH EMPLOYEE WILL NOT BE CONSIDERED AS HAVING A SUCCESSFUL APPLICANT FOR PURPOSES OF DETERMINING HIS ELIGIBILITY FOR FUTURE POSTINGS.
- (g) In the event a transferred employee informs the Company within TEN (10) working days from the effective date of his appointment, that he wishes to return to his former

job, he shall be returned to that job within two (2) weeks of his request. SUCH EMPLOYEE WILL NOT BE ELIGIBLE FOR FUTURE POSTING UNTIL SIX (6) MONTHS HAS ELAPSED SINCE HIS DATE OF RETURN TO HIS FORMER JOB.

- (h) THE JOB POSTING PROCEDURE SHALL APPLY TO THE FILLING OF ALL VACANCIES IN THE BARGAINING UNIT OF FOUR (4) WEEKS DURATION OR LONGER EXCEPT LEADHANDS. ALL EMPLOYEES WITH RECALL RIGHTS TO THE CLASSIFICATION AND SHIFT SHALL BE RETURNED IN ACCORDANCE WITH THE RECALL PROVISIONS OF THIS ARTICLE BEFORE VACANCIES ARE POSTED.
- (i) THE COMPANY MAY ASSIGN BARGAINING UNIT EMPLOYEES TEMPORARILY WITHOUT THE NEED FOR A JOB POSTING FOR A PERIOD OF FOUR (4) WEEKS. ASSIGNMENTS WILL BE MADE AT THE DISCRETION OF THE COMPANY FROM THOSE EMPLOYEES IMMEDIATELY ABLE TO PERFORM THE WORK IN QUESTION ON A REVERSE SENIORITY BASIS.
- (j) AN EMPLOYEE WHO HAS SUCCESSFULLY BID ON A TEMPORARY VACANCY WHICH HAS OCCURRED AS A RESULT OF INJURY, ILLNESS OR LEAVE OF ABSENCE WILL BE RETURNED TO HIS FORMER JOB UPON THE RETURN OF THE ABSENT EMPLOYEE. IF HIS FORMER JOB IS NO LONGER BEING PERFORMED, HE WILL RETURN TO A JOB UNDER THE LAYOFF AND RECALL PROVISIONS OF THIS ARTICLE.

### 8:23 LEAVE OF ABSENCE

Leave of absence may be granted to employees with seniority status under certain conditions without loss of seniority privileges. Application for such leave shall be in writing AND SHALL IDENTIFY THE EMPLOYEE'S REASON(S) FOR REQUESTING THE LEAVE. IT IS UNDERSTOOD THAT A LEAVE OF ABSENCE WILL NOT BE APPROVED IN ORDER FOR AN EMPLOYEE TO TAKE UP EMPLOYMENT WITH ANOTHER COMPANY. The employee shall be given written advice of the Company's decision. Leave of absence may be granted under the following circumstances:

- (a) Leave of absence not exceeding three (3) months and subject to extension for periods of three (3) months, up to one (1) year for employees with up to ten (10) year's seniority and two (2) years for employees with over ten (10) years seniority may be granted for extenuating causes such as sickness, injury, bereavement or serious personal necessity. Under extreme circumstances, a request for a further extension of leave of absence by an employee and supported by the Union would receive consideration.

- (b) Leave of absence not exceeding three (3) months may be granted during slack periods, but those who are granted such leave must return to work within seven (7) calendar days after notice of recall has been sent, in order to retain seniority standing.
- (c) Employees who are engaged in service with the Country's Armed Forces shall be considered on leave of absence and shall accumulate seniority during **such** service, in accordance with federal legislation.
- (d) A member of the Union may at the written request of the Union, be granted special leave of absence to engage in Union duties with the United Rubber, Cork, Linoleum and Plastic Workers of America, Canadian Labour Congress, the Ontario Federation of Labour or Local **296**, for a period not exceeding the term of this Agreement, subject to renewal. When leave is granted for this purpose, the members shall accumulate their seniority during the full term of leave.
- (e) (i) A female who has achieved seniority status will be granted leave of absence between the fourth and fifth month of pregnancy (or in accordance with the provisions of the Employment Standards Act of Ontario) based on medical certification PROVIDING CONFIRMATION OF THE PREGNANCY AND THE ESTIMATED DATE OF DELIVERY.
- (ii) THE TIME PERIOD OF SUCH LEAVE SHALL NOT EXCEED THAT PERMITTED UNDER THE EMPLOYMENT STANDARDS ACT OF ONTARIO AND SENIORITY SHALL CONTINUE TO ACCRUE THROUGHOUT THE PERIOD OF THE LEAVE.
- (iii) NOTWITHSTANDING (G) BELOW, THE EMPLOYEE SHALL GIVE NOTICE IN WRITING TO THE PERSONNEL DEPARTMENT AT LEAST TWO (2) WEEKS PRIOR TO THE DATE SHE PLANS TO RETURN TO WORK. SHE SHALL PROVIDE A DOCTOR'S CERTIFICATE CONFIRMING THE DATE OF THE BIRTH AND HER FITNESS TO RETURN TO REGULAR DUTIES.
- (f) An employee injured on the job, who subsequently becomes a Worker's Compensation case, and is placed on leave of absence, shall accumulate seniority during such period.
- (g) An employee who intends to return to work following an approved leave of absence, or who needs to have such leave extended, shall report to the PERSONNEL Department at least three (3) normal working days prior to the **expiry** date of his leave or his intended date of return

if prior to the **expiry** date of the leave, so that his return to work may be arranged.

- (h) Subject to physical qualifications, such employee will be entitled to return to the job he left. If his former job is no longer available or if his seniority no longer qualifies him for his former job, he will be given the job to which he would have been displaced had he been at work - if this can be readily established, or such other suitable job which is consistent with his seniority.

ARTICLE 9  
VACATION LEAVE

**9:01** HOURLY RATED EMPLOYEES SHALL BE ENTITLED TO AN ANNUAL VACATION WITH PAY BASED ON CONTINUOUS SERVICE WITH THE COMPANY AND CALCULATED ON THE APPLICABLE PERCENTAGE OF EARNINGS FOR THE **IMMEDIATELY** PRECEDING TWELVE MONTH PERIOD BETWEEN JULY 1 AND JUNE **30** AS FOLLOWS:

CONTINUOUS SERVICE AS OF JUNE <b>30</b>	VACATION LEAVE	VACATION PAY
LESS THAN <b>1</b> YEAR	<b>1/2</b> DAY/** <b>MONTH</b> OF SERVICE	<b>4%</b>
1 YEAR BUT LESS THAN 5 YEARS	2 WEEKS	<b>4%</b>
5 YEARS BUT LESS THAN <b>10</b> YEARS	3 <b>WEEKS</b>	<b>6%</b>
<b>10</b> YEARS BUT LESS THAN <b>18</b> YEARS	4 WEEKS	<b>8%</b>
<b>18</b> YEARS BUT LESS THAN <b>30</b> YEARS	5 WEEKS	<b>10%</b>
<b>30</b> YEARS OR MORE	6 WEEKS	<b>12%</b>

\*\* In the event that a half-day is calculated, the employee shall have his entitlement rounded to a full day.

**9:02** An active employee who ACHIEVES HIS FIFTH, TENTH, EIGHTEENTH OR THIRTIETH YEAR OF CONTINUOUS SERVICE WITH THE COMPANY between June **30th** and December **31st** shall receive, after such service is credited, THE ADDITIONAL WEEK OF VACATION AND PAY ALLOTTED TO THE NEXT HIGHER ENTITLEMENT CATEGORY IN **9:01** ABOVE. At the discretion of the Company, the additional week of vacation may be granted prior to the date on which such service is credited. However, vacation pay paid in advance

shall be deducted from the final pay if the employee ceases to be actively employed or if employment is terminated for any reason prior to the qualification date. An employee who qualified under this section after December **24th** shall be granted vacation for the remaining days of the year only.

- 9:03** VACATIONS WILL BE TAKEN AT A TIME DESIGNATED BY **THE** COMPANY. THE COMPANY WILL ENDEAVOUR TO SCHEDULE A VACATION PERIOD OF AT LEAST TWO **(2)** WEEKS DURATION DURING THE MONTHS OF JULY OR AUGUST AND TO PROVIDE THREE **(3)** MONTHS NOTICE OF SUCH PERIOD. WHEN IT IS NECESSARY TO CONTINUE UNINTERRUPTED PRODUCTION IN ORDER TO **MEET** SCHEDULED REQUIREMENTS AND A FULL SHUTDOWN OF OPERATIONS IS NOT APPROPRIATE, A SUFFICIENT NUMBER OF VOLUNTEERS WILL BE SOUGHT FROM EMPLOYEES WHO ARE QUALIFIED TO PERFORM THE JOBS REQUIRED. FAILING THE ACHIEVEMENT OF FULL VOLUNTARY CREWS, THE REQUIRED NUMBER OF EMPLOYEES BY JOB CLASSIFICATION SHALL BE SCHEDULED TO WORK ON A REVERSE SENIORITY BASIS AND THEIR VACATION RESCHEDULED FOR ANOTHER TIME. AN ESTIMATE OF THE NUMBER OF EMPLOYEES REQUIRED WILL BE PROVIDED AT THE TIME OF NOTICE AND THE RECRUITMENT OF VOLUNTEERS WILL COMMENCE IMMEDIATELY THEREAFTER.
- 9:04** IT IS UNDERSTOOD THAT VACATION ENTITLEMENT IN EXCESS OF TWO **(2)** WEEKS NEED NOT BE GRANTED TOGETHER NOR CONSECUTIVELY WITH THE VACATION GRANTED UNDER SECTION **9:03** ABOVE.
- 9:05** AN EMPLOYEE WHO HAS NOT TAKEN HIS FULL VACATION ENTITLEMENT BY DECEMBER **31ST** OF EACH YEAR SHALL BE PAID AN OUTSTANDING VACATION PAY TO WHICH HE IS ENTITLED AND SHALL NOT BE PERMITTED TO ACCRUE HIS ENTITLEMENT FROM YEAR TO YEAR.
- 9:06** WHEN AN EMPLOYEE TERMINATES HIS EMPLOYMENT WITH THE COMPANY, he shall be paid VACATION PAY TO WHICH HE IS ENTITLED UNDER THE TERMS OF SECTION **9:01** ABOVE, up to the date of separation.
- 9:07** Employees who when laid off for an indefinite period, receive their vacation pay and who return to work during the vacation **year**, will have the value of vacation pay already received from the Company deducted from their vacation pay as specified in Section **9:01** above.
- 9:08** When an employee with one **(1)** or more years of seniority has been unable to work for a portion of the preceding vacation year because of verified sickness, injury or pregnancy and for those reasons only, the vacation pay calculated in accordance with Section **9:01** is less than **\$350.00** for an employee for each week of vacation pay, the vacation pay will be increased to the above minimum provided the employee has worked three **(3)** months or more during the vacation year.



**9:09** The following shall be included as earnings for the purpose of calculating vacation pay: Wages Paid, Overtime Premiums, Night Shift Premium, Vacation Pay paid in the previous year, Designated Holiday Pay, Worker's Compensation Payments for Lost Time, Weekly Indemnity Payments, Short Work Week Benefits paid under the Supplemental Unemployment Benefit plan and **O.H.I.P.** Premiums which are regarded as income under the Income Tax Act.

**ARTICLE 10**  
**FUNCTIONS OF MANAGEMENT**

**10:01** The Management of the Factory and the direction of the working force, including the right to hire, suspend or discharge for just cause and the right to relieve employees of their duties because of lack of work or for other legitimate reasons, is vested exclusively with Management. This right shall not be used to discriminate against any employee as an individual, nor to violate the terms of this Agreement.

**10:02** The Company reserves the right to discharge for just cause including but not restricted to the following:

Insubordination  
Chronic absence or tardiness  
Continued unsatisfactory workmanship  
Dishonesty  
Intoxication during working hours  
Continued unsafe working practices

**10:03** The control of quality and waste is a Management function and is of vital importance to the Company's well-being. The Union **recognizes** the need for reduced damage and waste and shall co-operate wholeheartedly in reducing such losses to a minimum.

**10:04** The determination of methods is a Management function. The Union agrees to co-operate with the Company in the introduction of new methods and processes, and in educating its members for the need of such changes and improvements.

**10:05** Nothing in this Article shall be interpreted as depriving the Union of their rights and privileges under Section **1:02** of this Agreement.

ARTICLE 11  
SEVERANCE AWARD

**11:01** When it becomes necessary to release an employee with five (5) or more years of credited service who is retired (1) because through no fault of his own is no longer able to meet the requirements of his job and who cannot qualify for transfer to another job within the local plant, and who cannot qualify for a disability allowance or (2) one whose employment is terminated because of the permanent closing of the plant or of a section thereof, he shall be paid a Severance Award calculated in the following manner:

- (a) Any such employee who has five (5) years of credited service but less than ten (10) will be awarded a Severance Award of one-half (1/2) week's average pay for each year of service.
- (b) Any such employee who has ten (10) years of credited service but less than fifteen (15) will be awarded a Severance Award of one (1) week's average pay for each year of service.
- (c) Any such employee who has fifteen (15) years of credited service but less than twenty (20) will be awarded a Severance Award of one and one-half (1 1/2) week's average pay for each year of service.
- (d) Any such employee who has twenty (20) or more years of credited service will be awarded a Severance Award of two (2) week's average pay for each year of service.

**11:02** "Average Pay" as expressed in the foregoing paragraph (a) with respect to employees with five (5) but less than ten (10) years of credited service will be computed on the basis of the average earnings received by the employee during his entire period of employment with the Company. "Average Pay" as expressed in the foregoing paragraphs (b) through (d) with respect to employees with ten (10) or more years of credited service shall be computed on the basis of the average weekly rate received by the employee during the ten (10) consecutive years in which he shall have received the highest annual compensation from the Company.

**11:03** In the case of an employee whose earnings are reduced in any month following the effective date of this Agreement as a

result of temporary absence to perform duties in an official or representative capacity for the Union of a non-political nature, his earnings for calculating the amount of award shall be increased to reflect the compensation which he probably would have received from the Company had he been available for regular employment during such period.

- 11:04** An employee whose employment has been terminated and who has received a Severance Award as above provided will not be re-employed by the Company except at the Company's option and then only with the status of a new employee.
- 11:05** The provisions of this Article **11** shall not apply in the case of any lay-offs for reasons other than those set out in Section **11:01** of this Article.
- 11:06** For any employee whose service is terminated under the provisions of this Article **11**, and who is entitled to a deferred vested pension under the Ontario Pension Benefits Act **1965** for service after January **1, 1965**, the Severance Award calculated in accordance with this Article shall be reduced by the percentage that the years of service dating from January **1, 1965** bears to the total years of service of the eligible employee.

## ARTICLE 12 MISCELLANEOUS

- 12:01** The Company agrees to provide bulletin boards with a lock for the use of the Union. Notices placed on these boards shall be confined to Union meetings and business, Union appointments and elections and Union recreation and social affairs.
- 12:02** The Union shall assist the Management in seeing to it that no publicity of display matter other than that posted by the Management shall be exhibited within the plant, except on the Union bulletin boards.
- 12:03** The Union agrees to co-operate with the Company on the promotion of safety in the factory. Four (**4**) members of the bargaining unit appointed by the Union and FOUR (**4**) members of management appointed by the Company shall constitute a JOINT HEALTH AND SAFETY COMMITTEE and will meet once per month for the purpose of promoting safety and accident prevention. Payment for lost time from regular hours to attend the monthly meeting will be at the employee's REGULAR STRAIGHT TIME RATE OF PAY.

- 12:04** The Company shall refund to each eligible seniority employee, fifty percent (**50%**) of the cost of **C.S.A.** approved safety shoes TO A **MAXIMUM** OF FIFTY DOLLARS (**\$50.00**) in each twelve (**12**) month period. Where an eligible employee's shoes have materially worn out, an additional pair at fifty percent (**50%**) of the cost TO A **MAXIMUM** OF FIFTY DOLLARS (**\$50.00**) WILL BE ALLOWED WHEN APPROVED.
- 12:05** Employees shall not visit other departments except in line with their regular work, if permission has been granted by the Shift Manager concerned.
- 12:06** The Company and the Union **recognizing** the importance of new products, will co-operate in the development of these new products. The company further agrees to see that new products upon satisfactory completion of development, will be brought into regular production as soon thereafter as possible.
- 12:07** The Company will cause to be printed sufficient copies of the Collective Labour Agreement so as to provide a copy to each seniority employee actively at work following negotiations. No additional copies will be issued, but a reasonable inventory will be printed due to estimated turnover of employees.
- 12:08** THE PARTIES TO THIS AGREEMENT HAVE PROVIDED FOR THE FOLLOWING;
- LIFE INSURANCE AND **WELFARE** BENEFIT PLAN "APPENDIX **A**" WHICH IS HEREBY WADE A PART OF THE COLLECTIVE **AGREEMENT**.
- PENSION PLAN, -APPENDIX **B**" WHICH IS HEREBY MADE A PART OF THE COLLECTIVE AGREEMENT.
- SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN "APPENDIX **C**" WHICH IS HEREBY **MADE** A PART OF THE COLLECTIVE AGREEMENT.

ARTICLE **13**  
INTERIM INCREASE

- 13:01** The amount of the interim increase shall be calculated and recalculated as provided below on the basis of the Consumer Price Index published by Statistics Canada (**1986 = 100**) and hereinafter referred to as the **C.P.I.**
- 13:02** First Year of Agreement

(a) The base for calculation: the average **C.P.I.** for the

months of October, November and December, 1991.

- (b) The first adjustment will be calculated and paid as of the pay period beginning March 15, 1992. It will reflect one cent (\$.01) per hour for each full .083 points that the average C.P.I. for the months of December, 1991, January and February, 1992 exceeds the base for calculation.
- (c) The second adjustment will be calculated and paid as of the pay period commencing June 14, 1992. It will reflect one cent (\$.01) per hour for each full 0.83 points that the average C.P.I. for the months of March, April and May, 1992 exceeds the base for calculation.
- (d) The third adjustment will be calculated and paid as of the pay period beginning September 20, 1992. It will reflect one cent (\$.01) per hour for each .083 points that the average C.P.I. for the months of June, July and August 1992 exceeds the base for calculation.
- (e) The fourth adjustment will be calculated and paid as of the pay period commencing December 20, 1992. It will reflect one cent (\$.01) per hour for each full 0.83 points that the average C.P.I. for the months of September, October and November, 1992 exceeds the base for calculation. This adjustment will be folded into the Occupational and Day Work rates on December 20, 1992 as specified herein.

### 13:03 Second Year of Agreement

- (a) The base for calculation: the average C.P.I. for the months of November and December, 1992.
- (b) The first adjustment will be calculated and paid as of the pay period commencing March 14, 1993. It will reflect one cent (\$.01) per hour for each full .083 points that the average C.P.I. for the months of December, 1992, January and February 1993 exceeds the base for calculation.
- (c) The second adjustment will be calculated and paid as of the pay period commencing June 13, 1993. It will reflect one cent (\$.01) per hour for each full .083 points that the average C.P.I. for the months of March, April and May, 1993 exceeds the base for calculation.
- (d) The third adjustment will be calculated and paid as of the pay period commencing September 19, 1993. It will

reflect one cent (\$.01) for each full .083 points that the average C.P.I. for the months of June, July and August 1993 exceeds the base for calculation.

- (e) The fourth adjustment will be calculated and paid as of the pay period commencing December 19, 1993. It will reflect one cent (\$.01) per hour for each .083 points that the average C.P.I. for the months of September, October and November, 1993 exceeds the base for calculation. This adjustment will be folded into the Occupational and Day Work Rates on December 19, 1993 as specified herein.

### 13:04 Third Year of Agreement

- (a) The base for calculation: the average C.P.I. for the months of October, November and December, 1993.
- (b) The first adjustment will be calculated and paid as of the pay period commencing March 20, 1994. It will reflect one cent (\$.01) per hour for each full .083 points that the average C.P.I. for the months of December, 1993, January and February, 1994 exceeds the base for calculation.
- (c) The second adjustment will be calculated and paid as of the pay period commencing June 19, 1994. It will reflect one cent (\$.01) per hour for each full .083 points that the average C.P.I. for the months of March, April and May 1994 exceeds the base for calculation.
- (d) The third adjustment will be calculated and paid as of the pay period commencing September 18, 1994. It will reflect one cent (\$.01) per hour for each full .083 points that the average C.P.I. for the months of June, July and August, 1994 exceeds the base for calculation. This third adjustment will be folded into the Occupational and Day Work Rates on September 18, 1994 as specified herein.
- (e) The fourth adjustment will be calculated and paid as of the pay period commencing December 18, 1994. It will reflect one cent (\$.01) per hour for each .083 points that the average C.P.I. for the months of September, October and November, 1994 exceeds the base for calculation.

13:05 The interim increase will be considered as earnings but will be boxed separately from other wage payments on the employee's pay statement.

- 13:06** In the event Statistics Canada does not issue the appropriate Consumer Price Index on or before the date on which an adjustment is to be calculated, any adjustment required will be made at the beginning of the first pay period following receipt of the Index.
- 13:07** No adjustment retroactive or otherwise, shall be made due to any revision which may later be made in any published Consumer Price Index by Statistics Canada.
- 13:08** Continuation of the interim adjustments is dependent upon the availability of the official Statistics Canada Consumer price Index calculated on the same basis and in the same form as that published for December **1985**.
- 13:09** Each adjustment specified in the Interim Increase will replace the previous adjustment, if any, in its entirety, except the fourth adjustment in the first year of the Agreement, the fourth adjustment in the second year of Agreement, and the third adjustment in the third year of the Agreement will be folded-in as specified herein.
- 13:10** Method of Fold-In
- (a) **Daywork** Rates - the total amount of Interim Increase to be folded-in as specified herein will be unboxed and added to the maximum of the day work rates.
- (b) Incentive Rates - the total amount of Interim Increase to be folded in as specified herein will be unboxed and added to all incentive Occupational Rates Scales at **100%** level.

**ARTICLE 14**  
**TERMINATION**

- 14:01** This Agreement shall become effective as of DECEMBER 16, 1991, and shall remain in full force and effect in respect of all its terms until midnight DECEMBER 15, 1994, and shall continue in effect thereafter from year to year for further periods of one **(1)** year unless either party gives written notice of termination or written notice of proposals for amendments to the other party prior to, but not more than ninety **(90)** days prior to the **expiry** date or any yearly period thereafter. In the event of written notice having been given by either party as provided herein, negotiations shall commence within fifteen **(15)** days of receipt of such notice with a view to completing a new Agreement. should such negotiations extend beyond the expiration date, this

Agreement shall not expire, but shall continue in full force and effect in accordance with the Labour Relations Act of Ontario, or until a new Agreement is entered into by the parties, whichever date shall occur first.

**14:02** Amendments of this Agreement may be made at any time by mutual agreement between the parties. If either party proposes amendments to this Agreement during the life thereof negotiations on such proposals shall begin within twenty (20) days of receipt of written proposal. During the negotiations thereafter if no conclusion or agreement is reached, the provisions of this Agreement shall remain in effect.

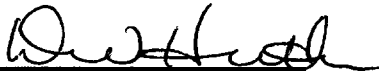
**14:03** Any part of this Agreement is subject to Provincial Legislation. When options or variations are permitted by Legislation then these options or variations will be subject to negotiations.

Dated at **Kitchener** this **21st** day of **September, 1991.**

Signed on behalf of the parties hereto by their duly **authorized** representatives.


**Perstorp** Components  
(Canada) Inc.

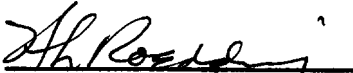
United Rubber, Cork  
Linoleum and Plastic  
Workers of America,  
Local 296


  
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D.W. Hutton


  
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R. Shantz


  
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L. McCann

  
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R. Zarsen

  
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H. Roedding

  
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S. Stuckhardt

  
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D. O'Hara

  
\_\_\_\_\_  
K. Dawson (Int'l. Rep)



## LETTER OF UNDERSTANDING #1

Mr. R. Shantz  
President, Local 296  
U.R.C.L. & P.W. of A.  
141 King Street East  
Kitchener, Ontario

Dear Mr. Shantz,

Re: Heat Breaks

This letter will serve to confirm the understanding reached between the parties during recent negotiations regarding heat breaks for employees.

During the months of June, July, August and September outside temperature checks will be made on those days where the forecast high exceeds **80' F**, at the Plant temperature station. These checks will be made by the Company and the Local **67** representative, starting at **9:00 A.M.** and every four (**4**) hours thereafter until **1:00 A.M.** Local **296** will be advised of the results.

When the outside temperature is **80' F** or more, the following course of action will be taken in sequence exclusive of climate controlled areas:

- a) If there is a reading of **85' F** or more, one additional ten (**10**) minute break,
- b) In addition to (a) above, extra relief operations will be implemented in fibre preparation classifications of Oven Operator, Line Operator, Inspect/Take Off and Mould Press Operator. This extra relief will be given whenever possible, up to a maximum of one (**1**) ten (**10**) minute break, per hour.
- c) If there is a temperature reading of at least **80' F** but less than **85'**, those classifications specified in (**b**) above, will be given one additional ten (**10**) minute break.

- d) Employees in the Plant who cannot tolerate the heat as stated above, will on an individual basis, upon request, be granted permission to leave the Plant without pay in any form.

Yours sincerely,

**Lynda** McCann  
Personnel Manager

## LETTER OF UNDERSTANDING #2

Mr. Ron **Shantz**  
 President, Local **296**  
**U.R.C.L. & P.W.** of A.  
**141** King Street **East**  
**Kitchener**, Ontario  
**N2G 2K8**

Dear Mr. **Shantz**,

**RE: WASH UP ALLOWANCE**

This letter shall **serve** to confirm the agreement reached between the parties during recent negotiations regarding Wash Up Allowances.

Wash Up Allowances shall be provided as follows only if the employee washes up after working his shift:

<u>Job Classification</u>	<u>Minute</u>
LINE OPERATOR	<b>18</b>
OVEN OPERATOR	<b>18</b>
SANDBLASTER	<b>18</b>
GARNET & OVEN MAINTENANCE	<b>18</b>
MAINTENANCE	<b>18</b>
MOULDING PRESS OPERATOR	<b>18</b>
SPRAYER	<b>18</b>

Major weekly clean-up: an **18** minute shower allowance is available to employees who are involved with the major weekly clean-up and require it.

Yours sincerely,

**Lynda** McCann  
 Personnel Manager

## LETTER OF UNDERSTANDING #3

Mr. Ron **Shantz**  
 President, Local 296  
 U.R.C.L. & P.W. of A.  
 141 King Street East  
 Kitchener, Ontario  
 N2G 2K8

Dear Mr. **Shantz**,

**Re: Clothing Allowances**

This letter shall confirm the agreement reached between the parties during recent negotiations regarding Clothing Allowances.

The Clothing Allowances shall be as follows:

<u>ITEM</u>	<u>EMPLOYEE CLASSIFICATION</u>
EYE PROTECTION	Mechanics, Moulders on clean up, SPRAYER
BUMP CAPS	Cutting Press Operators, Moulders on clean up
DUST MASKS	Operators who so request or instructed
HEARING PROTECTION	Operators where so designated
LEATHER GLOVES	Mechanics
CLOTH GLOVES	<b>Press Operators</b> , Truckers, personnel who require
SLEEVING	Press Operators, <b>Formers</b>
COVERALLS	Moulder Operators on clean up, operator where temperature is below normal
RUBBER BOOTS	As required
COVERALLS OR PANTS/SHIRT	For Maintenance Group

RAINWEAR

For Maintenance Group as  
required

APPROPRIATE GLOVES

Where required

It is understood that employees who receive protective clothing have responsibility for proper care and use of such.

Where appropriate, clothing allowances will be adjusted with regard for health and safety.

Yours sincerely,

**Lynda** McCann  
Personnel Manager

## LETTER OF UNDERSTANDING #4

Hr. Ron **Shantz**  
President, Local 296  
**U.R.C.L. & P.W.** of A.  
141 King Street East  
**Kitchener, Ontario**  
**N2G 2K8**

Dear Hr. **Shantz,**

**Re: Overtime Scheduling**

This letter will serve to confirm the understanding reached between the parties during these negotiations regarding scheduling of overtime.

Whenever overtime is required on Saturdays and /or Sundays and/or designated holidays, the following procedure will be used for each operation on a shift so as to generally rotate the overtime to all employees within the shift, until the required positions are filled.

1. The employees by seniority and job classification on their shift.
2. The employees on the shift in the department, by seniority, than can perform the work.

The above procedure will be used for each shift scheduled.

If employees are still required, then employees from **shifts** not scheduled for overtime will be requested as prescribed in Steps 1 and 2. Failing this, the least senior employees will be scheduled from the shift running overtime.

**GENERAL PROVISIONS**

- A. Every reasonable effort will be made by the Company and the Union to Contact the appropriate employees according to the above.
- B. Any refusals of overtime will be recorded in proceeding through the sequence.
- C. Employees that were unavailable for contact and missed overtime work will be scheduled upon the next instance of overtime.

- D. Employees scheduled for vacation will not be eligible for overtime work during their full week of vacation which includes the Sunday and Saturday on that week.
- E. No transfer or exchange of offers will be allowed between employees and employees and Management.
- F. For call-in or stay-over overtime, the above procedure will be followed.
- G. Refused overtime request on Friday will not be charged.

Yours sincerely,

**Lynda** McCann  
Personnel Manager

## LETTER OF UNDERSTANDING #5

Mr. R. Shantz  
President, Local 296  
U.R.C.L. & P.W. of A.  
141 King Street East  
Kitchener, Ontario

Dear Mr. Shantz,

Re: PLANT CLOSURE

- 1) IN THE EVENT OF A FULL CLOSURE OF THE PLANT, THE UNION SHALL BE PROVIDED WITH A MINIMUM OF NINE (9) WEEKS NOTICE OR AS PROVIDED BY THE ONTARIO EMPLOYMENT STANDARDS ACT.
- 2) FOLLOWING SUCH NOTIFICATION, THE COMPANY WILL MEET WITH THE UNION TO DISCUSS AND CONSIDER ANY SUGGESTIONS THE UNION MIGHT HAVE TO AVERT SUCH CLOSURE.
- 3) IF DISCUSSIONS BETWEEN THE COMPANY AND THE UNION DO NOT RESULT IN AVERTING CLOSURE, THE PARTIES WILL MEET TO ADDRESS THE MANNER IN WHICH THE CLOSURE IS CARRIED OUT.
- 4) IN THE EVENT OF A PARTIAL CLOSURE OF THE PLANT, THE COMPANY WILL MEET WITH THE UNION IN THE SAME MANNER AS DESCRIBED IN (2) AND (3) ABOVE, WHERE SUCH CLOSURE WILL RESULT IN THE PERMANENT LAYOFF OF ALL BARGAINING UNIT EMPLOYEES IN A SINGLE DEPARTMENT.

Yours sincerely,

Lynda McCann  
Personnel Manager



LETTER OF UNDERSTANDING #6

Mr. Ron Shantz  
 President, Local 296  
 U.R.C.L. & P.W. of A.  
 141 King Street East  
 Kitchener, Ontario

Dear Mr. Shantz,

**RE: APPRENTICESHIPS**

This letter shall serve to confirm the agreement reached between the parties regarding Apprenticeships and the addition of the following classifications to the bargaining unit. These classifications are:

- 1) Electrician - Apprentice
- 2) Mechanic - Apprentice

It is understood, should a lay-off be required in the Maintenance Department, the Apprentice will be the first subject to lay-off in the respective trade. In the event of lay-off, the seniority of the Apprentice will be automatically transferred to his former department and he will return to his previous job providing he has the seniority to do so. The procedure would also apply in the following situations:

- 1) The Company deems his performance at work or school unsatisfactory resulting in removal from the Apprenticeship Program.
- 2) The Apprentice wishes to withdraw from the program.

An Apprentice who has been laid off shall be subject to recall in ACCORDANCE WITH ARTICLE 8.

Wages will be a percentage of base of the **1ST CLASS JOURNEYMAN** rate (but not less than the current Press Operator's rate) in each respective classification as provided by the following **schedule:**

ELECTRICIAN		MECHANIC	
<u>PERIOD</u>	<u>% OF RATE</u>	<u>PERIOD</u>	<u>% OF RATE</u>
1ST YEAR	60	1ST YEAR	60
2ND YEAR	70	2ND YEAR	70

<b>3RD YEAR</b>	<b>80</b>
<b>4TH YEAR</b>	<b>90</b>
<b>5TH YEAR</b>	<b>95</b>
<b>COMPLETION</b>	<b>100</b>

<b>3RD YEAR</b>	<b>80</b>
<b>4TH YEAR</b>	<b>90</b>
<b>COMPLETION</b>	<b>100</b>

Upon completion of the program, and receipt of the provincial Certificate of Qualification, the Apprentice will be transferred to the **1ST** CLASS JOURNEYMAN classification in the respective trade.

Yours sincerely,

**Lynda** McCann  
Personnel Manager

## LETTER OF UNDERSTANDING #7

Mr. Ron **Shantz**  
President, Local **296**  
**U.R.C.L. & P.W.** of A.  
**141** King Street East  
**Kitchener**, Ontario  
**N2G 2K8**

Dear Hr. **Shantz**,

**RE: ALLOCATION OF DESIGNATED HOLIDAYS 1992-1994**

Further to the provisions of Article **5**, Section **5:01**, the Floater Holiday and Remembrance Day **will** be allocated in each year of the Collective Agreement as follows:

- 1992** - Remembrance Day to Wednesday, December **30, 1992**  
Floater Holiday to Thursday, December **31, 1992**
  
- 1993** - Remembrance Day to Wednesday, December **29, 1993**
  - Floater Holiday to Thursday, December **30, 1993**
  - New Year's Day to Friday, December **31, 1993**
  
- 1994** - Remembrance Day to Thursday, December **29, 1994**
  - Floater Holiday to Friday, December **30, 1994**

Yours sincerely,

**Lynda** McCann  
Personnel Manager

## LETTER OF UNDERSTANDING #8

Hr. Ron **Shantz**  
President, Local **296**  
**U.R.C.L. & P.W.** of A.  
**141** King Street East  
**Kitchener**, Ontario  
**N2G 2K8**

Dear Hr. **Shantz**,

**RE: COLA ADJUSTMENT - 1998 -1991 COLLECTIVE AGREEMENT**

This letter will serve to confirm the understanding reached between the parties during recent negotiations regarding the fourth (**4th**) COLA adjustment in the third year of the **1988-1991** Collective Agreement.

It is understood and agreed that this adjustment which would have been payable on December **15, 1991** **is** fully and permanently diverted to partially offset the cost of the benefit package in the **1991-1994** Agreement.

Yours sincerely,

**Lynda** McCann  
Personnel Manager

## LETTER OF UNDERSTANDING #9

Mr. Ron **Shantz**  
President, Local 296  
**U.R.C.L. & P.W.** of A  
141 King Street East  
**Kitchener, Ontario**  
**N2G 2K8**

Dear Hr. **Shantz,**

**RE: COLA DIVERSION - FIRST YEAR OF 1991 - 1994 COLLECTIVE AGREEMENT**

This letter will serve to confirm the understanding reached between the parties during the recent negotiations regarding the first, second and third COLA adjustments in the first year of the **1991 - 1994** Collective Agreement.

It is understood and agreed that three cents (**\$.03**) will be permanently diverted from COLA adjustments payable on March **15, 1992**, June **14, 1992** and September **20, 1992** to offset the cost' of improvements in the **1991 - 1994** Collective Agreement.

It is further understood and agreed that if any of the three COLA adjustments specified above should produce less than three cents (**\$.03**), the Company shall absorb the loss for the adjustment.

Yours sincerely,

**Lynda McCann**  
Personnel Manager

District 6 Office  
United Rubber, Cork, Linoleum  
& Plastic Workers of America  
AFL-CIO-CLC  
International Union

**URW**

Bureau du District 6  
Ouvriers Unis du Caoutchouc,  
Liège, Linoléum et Plastique d'Amérique  
FAT-COI-CTC  
Union Internationale



Kenneth L. Coss, *President*  
J. Michael Stanley, *Vice President*  
Glenn Ellison, *Secretary-Treasurer*

Veljko (Vic) Cosic  
*Canadian Director*

Canadian Head Office:  
61 International Boulevard,  
Suite 202,  
Rexdale, Ontario M9W 6K4  
(416) 674-2011  
(416) 674-6736 — FAX

December 20, 1991

Labour Canada  
Bureau of Labour Information  
Collective Agreements  
Ottawa, Ontario  
K1A 0J2

To Whom it May Concern:

Please find enclosed one (1) copy of the Collective Labour Agreement and one (1) copy of the Life Insurance and Welfare Benefit Plan between PERSTORP COMPONENTS (CANADA) INC. and U.R.W. Local 296 in Kitchener, Ontario.

Approximately 110 workers are covered under this agreement.

These documents are submitted for your files.

With best wishes, I am

Yours truly,

*V. Cosic/mc*

Vic Cosic  
Canadian Director

VC:mc  
encl.

DEC 24 1991