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| SOURCE | 11/11/07 | | |
| EFF. | 94 | 12 | 16 |
| TERM. | 96 | 04 | 14 |
| No. OF EMPLOYEES | 115 | | |
| NOMBRE D'EMPLOYÉS | 80 | | |

COLLECTIVE LABOUR AGREEMENT

BETWEEN

PERSTORP COMPONENTS (CANADA) INC.,
KITCHENER, ONTARIO

(hereinafter called the "Company")

AND

UNITED RUBBER, CORK, LINOLEUM

AND

PLASTIC WORKERS OF AMERICA
LOCAL UNION NO. 296 --

(hereinafter called the "Union")

DECEMBER 16, 1994 - APRIL 14, 1996

MAY 27 1994

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

This Agreement Is made and entered into this **16th** day of December, **1994**, 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 falls 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 falls 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 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.
- 2:11 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.

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 **HUMAN RESOURCES 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 behalf of employees. A DISPUTE CONCERNING THE APPLICATION, INTERPRETATION OR ALLEGED VIOLATION OF THE COLLECTIVE AGREEMENT SHALL BE BROUGHT TO THE ATTENTION OF THE COMPANY WITHIN THIRTY (**30**) CALENDAR DAYS OF THE DATE UPON WHICH THE AFFECTED PARTY HAS BECOME AWARE OF THE SITUATION GIVING RISE TO THE MATTER IN DISPUTE.

- (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.

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.

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- (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 **HUMAN RESOURCES** 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 46 of the Labour Relations Act If requested by either of the parties. If the discharge or suspension is not upheld by the Arbitrator, he shall have jurisdiction to determine the terms of reinstatement

with respect to penalties and/or rights and pay for lost time.

- 3:09** Upon mutual agreement in writing between the Company and the Union, A Board of Arbitration may be 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 **HUMAN** RESOURCES 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 set out In 3:12 (c).

(c) Any pay adjustment will be the difference between any earnings or remuneration 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, ANY GRIEVANCE FILED ON BEHALF OF THE EMPLOYEE SHALL BE SUBMITTED DIRECTLY TO THE HUMAN RESOURCES MANAGER AT STEP 3 OF THE GRIEVANCE PROCEDURE.

3:18 Copies of all correspondence to employees regarding disciplinary action will be given to the CHIEF STEWARD.

3:19 (a) WHERE AN EMPLOYEE IS DISCIPLINED CAUSING A REPRIMAND TO BE DOCUMENTED AND PLACED ON AN EMPLOYEE'S FILE, SUCH DOCUMENT SHALL BE RETAINED ON THE EMPLOYEE'S ACTIVE DISCIPLINARY RECORD FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE DATE OF THE REPRIMAND.

- (b) SHOULD NO FURTHER DISCIPLINARY ACTION BECOME NECESSARY DURING THE ONE (1) YEAR PERIOD, THE DOCUMENT SHALL NO LONGER BE CONSIDERED A PART OF THE EMPLOYEE'S ACTIVE DISCIPLINARY RECORD.
- (c) ANY FURTHER DISCIPLINARY ACTION TAKEN DURING THE ONE (1) YEAR PERIOD SHALL CAUSE ALL ACTIVE REPRIMANDS TO BE RETAINED AS PART OF THE EMPLOYEE'S ACTIVE DISCIPLINARY RECORD UNTIL THE EXPIRATION OF THE ONE (1) YEAR PERIOD APPLICABLE TO THE MOST RECENT REPRIMAND.
- (d) IN THE EVENT THAT THE EMPLOYEE IS ON LEAVE OF ABSENCE OR LAYOFF FOR A PERIOD OF THIRTY-ONE (31) OR MORE CONSECUTIVE CALENDAR DAYS, SUCH ONE (1) YEARPERIOD SHALL BE EXTENDED BY THE NUMBER OF CALENDAR DAYS THE EMPLOYEE IS ON LEAVE OR LAYOFF.

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, EXCEPTWHERE ANEMPLOYEE IS

SCHEDULED TO PARTICIPATE IN A CLASSROOM TRAINING PROGRAM OF LESS THAN FIVE (5) DAYS DURATION AND THE COMPANY IS UNABLE TO RESCHEDULE THE EMPLOYEE'S SHIFTS TO FULFILL THE REQUIREMENTS OF THIS SECTION.

- (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 Employment 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, December 24, Christmas Day, Boxing Day and TWO (2) floating holidays, if not worked, pay will be given for one standard daily shift, at the EMPLOYEE'S CLASSIFIED 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;

5:02 ENTITLEMENT TO A DESIGNATED HOLIDAY SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS AND/OR EXCEPTIONS:

- (a) In the case of an absence caused by a death in the family as defined by Article 6:07 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.
- (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** Shift Manager 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.

5:03 (a) 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.

(b) NOTWITHSTANDING (a) ABOVE, WHERE THE NEEDS OF CUSTOMERS AND EMPLOYEES MAY BE BETTER SERVED BY OBSERVING A HOLIDAY ON A DAY OTHER THAN THE DATE UPON WHICH THE HOLIDAY MIGHT LEGALLY FALL, THE DATE UPON WHICH ANY SUCH HOLIDAY IS TO BE OBSERVED WILL BE DETERMINED BY WRITTEN MUTUAL AGREEMENT BETWEEN THE **COMPANY** AND THE UNION.

5:04 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.

5:05 (a) FLOATER HOLIDAYS MUST BE REQUESTED BY THE EMPLOYEE AT OR BEFORE THE TIME HE REQUESTS HIS VACATION LEAVE AND MUST BE TAKEN BEFORE *DECEMBER **31ST** EACH YEAR. EMPLOYEES WILL NOT BE PAID FOR UNUSED FLOATER HOLIDAYS EXCEPT WHERE THE EMPLOYEE HAS BEEN PREVENTED FROM USING HIS FLOATERS AS A RESULT OF MEDICAL ABSENCE THROUGH THE ENTIRE CHRISTMAS SHUTDOWNPERIOD (AS SPECIFIED IN (e) BELOW) AND FOR WHICH HE IS ENTITLED TO WEEKLY INDEMNITY OR WORKERS' COMPENSATION BENEFITS.

- (b) FLOATER HOLIDAYS MUST BE APPROVED BY THE COMPANY IN ADVANCE OF THE LEAVE BEING TAKEN AND WILL BE GRANTED AS PRODUCTION REQUIREMENTS DICTATE ON A FIRST COME FIRST SERVED BASIS. ANY DISAGREEMENTS **OCCURRING** AS A RESULT OF SEVERALEMPLOYEES REQUESTING THE SAME HOLIDAY DATE AT THE SAME TIME SHALL BE RESOLVED ON THE BASIS OF SENIORITY.
- (c) FOR PURPOSES OF DETERMINING AN EMPLOYEE'S ELIGIBILITY FOR FLOATER HOLIDAYS, SUCH HOLIDAYS ARE DEEMED TO OCCUR ON JUNE **1ST** AND OCTOBER **1ST** EACH YEAR. AN EMPLOYEE WHO HAS EITHER COMMENCED OR TERMINATED EMPLOYMENT DURING THE CALENDAR YEAR SHALL BE ENTITLED ONLY TO THOSE FLOATERS WHICH OCCUR WHILE AN ACTIVE BARGAINING UNIT EMPLOYEE ON THE DATES SPECIFIED ABOVE. EXCEPT AS PROVIDED IN SECTION **5:02 (1)** ABOVE, AN EMPLOYEE WHO IS NOT ACTIVELY EMPLOYED **IN THE** BARGAINING UNIT ON THE DESIGNATED DATE THE FLOATER IS DEEMED TO OCCUR, WILL NOT BE GRANTED ENTITLEMENT TO THAT FLOATER HOLIDAY.
- (d) PROBATIONARY EMPLOYEES MAY APPLY FOR APPROVAL OF ANY FLOATERHOLIDAY TO WHICH HE MAY BE ENTITLED AS DEFINED IN **(c)** ABOVE, BUT UNDER NO CIRCUMSTANCES WILL PROBATIONARY EMPLOYEES BE GIVEN APPROVAL FOR A HOLIDAY DATE WHICH FALLS DURING THE PROBATIONARY PERIOD.
- (e) WHERE THE COMPANY HAS DETERMINED THAT PRODUCTION OPERATIONS WILL BE SHUT DOWN DURING THE PERIOD FROM DECEMBER **24TH** UNTIL THE DAY FOLLOWING THE NEW YEAR'S DESIGNATED HOLIDAY, IT IS UNDERSTOOD THAT EMPLOYEES WHO CONTINUE TO HAVE ENTITLEMENT TO FLOATER HOLIDAYS WILL HAVE SUCH HOLIDAYS ALLOCATED DURING THAT PERIOD . NO EMPLOYEE OTHER THAN ONE WHO IS INDEFINITELY LAID OFF DURING THIS PERIOD, SHALL BE ELIGIBLE FOR SUPPLEMENTAL UNEMPLOYMENT BENEFIT OR SHORT WORK WEEK BENEFIT.
- (f) WHERE AN EMPLOYEE HAS TAKEN ONE OR MORE FLOATER HOLIDAYS PRIOR TO BEING TEMPORARILY TRANSFERRED TO A JOB CLASSIFICATION OUTSIDE OF THE BARGAINING UNIT AND SUCH TRANSFER RESULTS IN PAYMENT FOR MORE THAN TWELVE **(12)** DESIGNATED HOLIDAYS FOR THE CALENDAR YEAR, THE EMPLOYEE SHALL BE REQUIRED, AT THE DISCRETION OF THE COMPANY, TO EITHER REPAY ANY RESULTING OVERPAYMENT OR TO MAKE UP THE TIME.
- (g) WHERE **AN** EMPLOYEE TRANSFERS INTO THE BARGAINING UNIT, HE SHALL BE ENTITLED TO FLOATER HOLIDAYS IN ACCORDANCE WITH ENTITLEMENT CONDITIONS OUTLINED ABOVE FOR EACH FLOATER HOLIDAY FOR WHICH HE HAS NOT ALREADY RECEIVED TIME OFF WITH PAY WHILE **EMPLOYED** IN A JOB CLASSIFICATION OUTSIDE OF THE BARGAINING UNIT UNTIL HE ACHIEVES A TOTAL ENTITLEMENT OF TWELVE **(12)** DESIGNATED HOLIDAYS FOR THAT CALENDAR YEAR.

ARTICLE 6
WAGE POLICIES
UNDER SPECIAL CONDITIONS

6:01 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 AT HIS CLASSIFIED RATE. 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.

6:02 No payment shall be made under the foregoing sections of this Article for time lost as a result of any stoppages of work, slow-down or strike action unless the employee or employees affected are specifically requested by the Shift Manager, in writing to remain on the job.

6:03 When work is available in an employee's regular CLASSIFICATION and he **is** TEMPORARILY ASSIGNED TO A JOB CLASSIFICATION HAVING A HIGHER RATE OF PAY THAN HIS REGULAR JOB, HE WILL BE PAID AT THE PAY RATE OF THE JOB CLASSIFICATION IN WHICH HE IS TEMPORARILY ENGAGED FOR ALL TIME SO WORKED.

6:04 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.

6:05 In the case of factory injuries payment is allowed for time required to visit the first aid station and/or room at the employee's CLASSIFIED 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 CLASSIFIED RATE if so recommended by the Doctor that the employee cannot return to work.

6:06 SHIFT PREMIUM

The Company **will** pay a SHIFT premium for afternoon and night shifts as follows:

Second Shift (3:00 PM to 11:00 PM) \$.35 per hour

Third Shift (11:00 PM to 7:00 AM) \$.41 per hour

- 6:07 (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, son-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 6:07 (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 son 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 **HUMAN RESOURCES** 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 may require to verify the existence and duration of the common-law relationship.

- 6:08 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.
- 6:09 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**.
- 6:10 The Company agrees to provide the Union with the current Wage Schedules and Job Classifications which form part of the Collective Labour Agreement.

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 (a) 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.
- (b) NOTWITHSTANDING THE PROVISIONS OF SECTION 8:02 (a) ABOVE, EMPLOYEES HIRED AS STUDENTS WILL BE CONSIDERED PROBATIONARY EMPLOYEES DURING THEIR TERM OF **EMPLOYMENT** WITH THE COMPANY. SUCH EMPLOYEES SHALL NOT BE EMPLOYED **PRIOR TO MAY 1ST** AND WILL BE TERMINATED NO LATER THAN THE WEEK FOLLOWING THE LABOUR DAY WEEKEND.
- 8:03 SENIORITY SHALL BE **THE** ACCUMULATED TIME AN EMPLOYEE IS EMPLOYED BY THE COMPANY IN A POSITION WITHIN THE BARGAINING UNIT.
- 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) Discharge, WHERE SUCH DISCHARGE IS NOT REVERSED UNDER THE PROVISIONS OF THE GRIEVANCE PROCEDURE.
- (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 AS DEFINED IN SECTION 8:23.
- (f) After continuous layoff of one (1) year for those employees having less than one (1) year of seniority AT THE TIME OF LAYOFF and after two (2) years for those having one (1) year but less than five (5) years of seniority AT THE TIME OF LAYOFF and after five (5) years for those with five (5) years of seniority and over AT THE TIME OF LAYOFF.
- (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 job 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 once 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, EXCEPT THAT WHERE THE AFFECTED EMPLOYEE IS THE JUNIOR EMPLOYEE IN THE CLASSIFICATION, HE MAY BUMP THE JUNIOR EMPLOYEE ON THE SHIFT, PROVIDED HE HAS SUFFICIENT SENIORITY TO DO SO AND HAS PREVIOUSLY AND SUCCESSFULLY PERFORMED THE WORK OF THE CLASSIFICATION OCCUPIED BY THE JUNIOR EMPLOYEE ON THE SHIFT.
- 8:10** (a) 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.
- (b) EMPLOYEES WHO HAVE SUFFERED FROM AN OCCUPATIONAL INJURY OR ILLNESS **SHALL BE** RETURNED TO ACTIVE WORE WHERE THEIR PHYSICAL RESTRICTIONS AND LIMITATIONS **DO NOT PREVENT THEM** FROM PERFORMING USEFUL MODIFIED WORE MADE AVAILABLE BY THE COMPANY.
- 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 In the event of a reduction In the NUMBER OF EMPLOYEES WORKING IN THE PLANT, ON A SHIFT, OR IN A DEPARTMENT, an employee who is classified as **a Leadhand** or a **D.O.A.** Operator shall not be displaced FROM HIS CLASSIFICATION BY A **MORE SENIOR EMPLOYEE FROM A DIFFERENT JOB CLASSIFICATION** so long as THE plant seniority OF THE **LEADHAND** OR **D.O.A.** OPERATOR **is** sufficient to maintain him as an active employee.

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 it 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 be laid off, **recognize** the principle of seniority. Subject to the limitations of Section **8:12** and Section **8:13**, displacement of employees **as** a 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, **ASSIGNMENTS FOR PRODUCTION WORK WILL BE MADE FROM AVAILABLE RELIEF OPERATORS WHO ARE IMMEDIATELY ABLE TO PERFORM THE WORK IN QUESTION. IN THE EVENT THAT THERE ARE INSUFFICIENT RELIEF OPERATORS AVAILABLE, THE ASSIGNMENT WILL BE MADE TO THE LEAST SENIOR QUALIFIED AND AVAILABLE EMPLOYEE WITHIN THE CLASSIFICATION 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.
- (c) Upon **completion** of the assignment, the employee shall be 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 HUMAN RESOURCES 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 **HUMAN RESOURCES** 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 LEADHAND, THE DETERMINATION OF THE SUCCESSFUL APPLICANT SHALL BE AT THE DISCRETION OF THE **COMPANY**. In the case of a vacancy for a Skilled Trades Apprentice, candidates shall be evaluated on qualifications and other criteria as determined by the Company. Where two (2) or more candidates are **deemed** to be equally qualified and suitable for the position, the most senior of the applicants will 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 been 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 postings 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. 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:

- 8:23 (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) years seniority and two (2) years for employees with over ten (10) years may be granted for extenuating causes such as NON-OCCUPATIONAL SICKNESS OR 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) (1) 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.
- (11) 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.
- (111) **Notwithstanding (g) below**, the employee shall give notice in writing to the HUMAN RESOURCES 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 HUMAN RESOURCES 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. VACATION PAY SHALL BE CALCULATED ON THE APPLICABLE PERCENTAGE OF THE EMPLOYEE'S EARNINGS FOR THE FIFTY-TWO WEEK PERIOD IMMEDIATELY PRECEDING THE LAST SATURDAY IN JUNE EACH YEAR.

| Continuous Service as of June 30 | Vacation Leave | Vacation Pay |
|-------------------------------------|-----------------------------------|--------------|
| Less than 1 year | 1/2 day/** month of service | 4% |
| 1 year but less than 5 years | 2 weeks | 4% |
| 5 years but less than 10 years | 3 weeks | 6% |
| 10 years but less than 18 years | 4 weeks | 8% |
| 18 years but less than 30 years | 5 weeks | 10% |
| 30 years or more | 6 weeks | 12% |

** 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 any 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 (a) The following shall be included as earnings for the purpose of calculating vacation pay: Wages Paid, Overtime Premiums, Shift Premium, Vacation Pay paid In the previous **year**, Designated Holiday **Pay**, Workers'

Compensation Payments for Lost Time, Weekly Indemnity Payments, Short Work Week Benefits paid under the Supplemental Unemployment Benefit Plan.

- (b) WORKERS' COMPENSATION LOST TIME EARNINGS SHALL BE CALCULATED ON THE BASIS OF THE MOST RECENT WORKERS' COMPENSATION ACCIDENT COST STATEMENT AVAILABLE ON THE CALCULATION DATE. ADDITIONAL LOST TIME PAYMENTS MADE SUBSEQUENT TO THE CALCULATION DATE WHICH WERE NOT INCLUDED IN THE THE CURRENT YEAR'S VACATION PAY SHALL BE INCLUDED IN THE FOLLOWING YEAR'S VACATION PAY CALCULATION.

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 SENIORITY **EMPLOYEES** SHALL RECEIVE **100%** REIMBURSEMENT OF THE COST OF APPROVED SAFETY SHOES TO A MAXIMUM OF FIFTY DOLLARS (**\$50**) PER YEAR. NEW EMPLOYEES OF THE COMPANY WHO HAVE ACHIEVED SENIORITY SHALL BECOME ENTITLED TO SAFETY SHOE REIMBURSEMENT UPON THE ACHIEVEMENT OF THREE (**3**) MONTHS OF CONTINUOUS SERVICE FOLLOWING THE ACHIEVEMENT OF SENIORITY. Where an eligible employee's shoes have materially worn out, an additional pair 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 made 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 **1ST** COLA ADJUSTMENT CALCULATION
- (a) The base for calculation: the average C.P.I. for the months of October, November and December, **1994**.
- (b) The first adjustment will be calculated and paid as of the pay period beginning **MARCH 19, 1995**. It will reflect one cent (\$.01) per hour for each full .083 points that the average C.P.I. for the months of December, **1994**, January and February, **1995** exceeds the base for calculation.

- (c) The second adjustment will be calculated and paid as of the pay period commencing **JUNE 18, 1995**. It will reflect one cent (\$.01) per hour for each full .83 points that the average C.P. I. for the months of March, April and May, **1995** exceeds the base for calculation.
- (d) The third adjustment will be calculated and paid as of the pay period beginning **SEPTEMBER 17, 1995**. 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 **1995** exceeds the base for calculation. **THIS ADJUSTMENT WILL BE FOLDED INTO OCCUPATIONAL AND DAY WORK RATES ON SEPTEMBER 17, 1995.**
- (e) The **fourth** adjustment **will** be calculated and paid as of the pay period commencing **DECEMBER 24, 1995**. It will reflect one cent (\$.01) per hour for each full .083 points that the average C.P.I. for the months of September, October and November, **1995** exceeds the base for calculation.

13:03 2ND COLA ADJUSTMENT CALCULATION

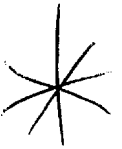
- (a) The base for calculation: the average C.P.I. for the months of October, November and December, **1995**.
- (b) The first adjustment will be calculated and paid as of the pay period commencing **MARCH 17, 1996**. It will reflect one cent (\$.01) per hour for each full .083 points that the average C.P.I. for the months of December, **1995**, January and February **1996** exceeds the base for calculation. **THIS ADJUSTMENT WILL BE FOLDED INTO OCCUPATIONAL AND DAY WORK RATES ON APRIL 14, 1996.**

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 THIRD ADJUSTMENT OF THE FIRST COLA ADJUSTMENT CALCULATION AND THE FIRST ADJUSTMENT OF THE SECOND COLA ADJUSTMENT CALCULATION which 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, 1994, and shall remain in full force and effect in respect of all its terms until midnight APRIL 14, 1996, 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.

NOTWITHSTANDING THE ABOVE, THE PARTIES HAVE AGREED THAT WRITTEN PROPOSALS FOR THE RENEWAL OF THIS 1994-1996 COLLECTIVE AGREEMENT SHALL BE SUBMITTED TO THE OTHER PARTY ON OR BEFORE OCTOBER 1, 1995 WITH A VIEW TO COMMENCING COLLECTIVE BARGAINING IMMEDIATELY THEREAFTER.

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 12th y of May, 1994.

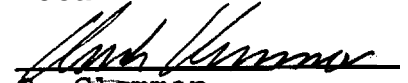
Signed on behalf of the parties hereto by their duly authorized representatives.

Perstorp Components
(Canada) Inc.
Kitchener, Ontario


D.W. Hutton

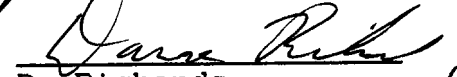

L. McCann

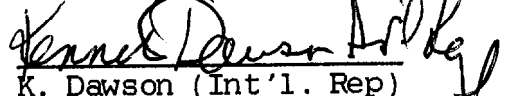
United Rubber, Cork
Linoleum and Plastic
Workers of America,
Local 296


C. Clemmer


R. Zarsen


J. Schmidt


D. Richards


K. Dawson (Int'l. Rep)

LETTER OF UNDERSTANDING # 1

DECEMBER 16, 1994

MR. C. GLENNER
 PRESIDENT, LOCAL UNION NO. 296
 U.R.C.L. AND P.W. OF A.,
 141 KING STREET EAST
 KITCHENER, ONTARIO
 N2G 2K8

DEAR MR. GLENNER,

RE: HEAT BELIEF

BOTH THE COMPANY AND THE UNION HAVE IDENTIFIED CERTAIN DEFICIENCIES IN THE PROVISIONS FOR HEAT RELIEF. THE PARTIES HAVE THEREFORE, NEGOTIATED IMPROVEMENTS WHICH ARE TO BE ATTEMPTED ON A TRIAL BASIS DURING 1995. ON NOVEMBER 1, 1995 EACH PARTY WILL SEPARATELY AND THEN AGAIN JOINTLY, EVALUATE THE OUTCOME OF THE CHANGES TO THESE PROVISIONS AND WILL INDICATE IN WRITING TO THE OTHER PARTY THEIR DESIRE TO CONTINUE OR DISCONTINUE THEM. IN THE EVENT OF A DECISION TO DISCONTINUE THESE PROVISIONS, BY EITHER PARTY, LETTER OF UNDERSTANDING # 1 DATED DECEMBER 15, 1991 SHALL IMMEDIATELY BE PUT INTO EFFECT.

ON THOSE DAYS WHERE THE FORECAST HIGH (ACCORDING TO THE WATERLOO-WELLINGTON AIRPORT WEATHER STATION) IS BETWEEN TWENTY-FIVE (25) AND TWENTY-NINE (29) DEGREES CELSIUS OR GREATER, ONE EMPLOYEE DESIGNATED BY THE UNION WILL TAKE AN OUTSIDE TEMPERATURE CHECK ON THE PLANT 2 PROPERTY AT 9:00 AM, 11:00 AM AND AT A REASONABLE FREQUENCY THEREAFTER UNTIL 1:00 AM. THE UNION SHALL DETERMINE THE INDIVIDUAL(S) WHO WILL BE RESPONSIBLE FOR PERFORMING TEMPERATURE CHECKS AND WILL ENSURE THAT NORMAL PRODUCTION PROCESSES WILL NOT BE ADVERSELY AFFECTED AS A RESULT. THE COMPANY RESERVES THE RIGHT TO VERIFY THE TEMPERATURE REPORTED.

THE DESIGNATED UNION REPRESENTATIVE SHALL ALSO, ON AN EXPERIMENTAL BASIS, TAKE HUMIDEX READINGS EACH TIME A TEMPERATURE CHECK IS MADE IN 1994. ON NOVEMBER 1, 1994 THE HUMIDEX INFORMATION OBTAINED SHALL BE REVIEWED BY THE COMPANY AND THE UNION AND PROVIDED IT IS MUTUALLY AGREED BY THE PARTIES THAT THE HUMIDEX READINGS MORE ACCURATELY REPRESENT THE LEVEL OF COMFORT IN THE BUILDING, THE HUMIDEX READINGS SHALL BE SUBSTITUTED FOR TEMPERATURE AS THE CRITERION FOR ADDITIONAL BEST BREAKS. UPON ANY SUCH AGREEMENT, THE PARTIES WILL MEET TO NEGOTIATE THE DETAILS OF THE CHANGE.

WHEN THE OUTSIDE TEMPERATURE IS TWENTY-SEVEN (27) DEGREES CELSIUS OR MORE, EMPLOYEES SHALL BE GRANTED ONE ADDITIONAL TEN (10) MINUTE BREAK AND COMMUNICATION OF THE TEMPERATURE READING SHALL BE THE RESPONSIBILITY OF THE DESIGNATED UNION REPRESENTATIVE. NOTIFICATION TO EMPLOYEES SHALL NOT OCCUR UNLESS AND UNTIL THE COMPANY HAS BEEN ADVISED. IN ADDITION, WHEN TEMPERATURES ARE EXTREME, EXTRA RELIEF WILL BE PROVIDED AS NECESSARY.

EMPLOYEES IN THE PLANT WHO CANNOT TOLERATE THE HEAT AFTER DISCUSSING AVAILABLE ALTERNATIVES WITH THE SHIFT MANAGER, WILL, ON AN INDIVIDUAL BASIS, AND UPON SUBMISSION OF A HEAT RELIEF ABSENCE REQUEST FORM, BE PERMITTED TO LEAVE THE PLANT, AND WILL NOT BE REQUIRED TO SEE A DOCTOR AND/OR MAKE A HOSPITAL VISIT.

YOURS SINCERELY,

LYNDA MCCANN
 HUMAN RESOURCES MANAGER

LETTER OF UNDERSTANDING #2

December 16, 1994

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

Dear Mr. Clemmer,

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>Minutes</u> |
|---------------------------|----------------|
| LINE OPERATOR | 18 |
| OVEN OPERATOR | 18 |
| SANDBLASTER | 18 |
| GARNET & OVEN MAINTENANCE | 18 |
| MAINTENANCE | 18 |
| MOULDING PRESS OPERATOR | 18 |
| SPRAYER | 18 |
| FORMER | 18 |

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
 Human Resources Manager

LETTER OF UNDERSTANDING #3

December 16, 1994

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

Dear Mr. Clemmer,

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 | Press Operators, Truckers, personnel who require them |
| SLEEVING | Press Operators, Formers |
| 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
Human Resources Manager

LETTER OF UNDERSTANDING #4

December 16, 1994

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

Dear Mr. Clemmer,

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
Human Resources Manager

LETTER OF UNDERSTANDING #5

December 16, 1994

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

Dear Mr. Clemmer,

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
Human Resources Manager

LETTER OF UNDERSTANDING #6

December 16, 1994

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

Dear Mr. Clemmer,

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 the base of the JOURNEYPERSON 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 |
| 3rd Year | 80 | 3rd Year | 80 |
| 4th Year | 90 | 4th Year | 90 |
| 5th Year | 95 | Completion | 100 |
| Completion | 100 | | |

Upon completion of the program, and receipt of the provincial Certificate of Qualification, the Apprentice will be transferred to the JOURNEYPERSON classification in the respective trade.

Yours sincerely,

Lynda McCann
Human Resources Manager

LETTER OF UNDERSTANDING # 7

DECEMBER 16, 1994

UNITED RUBBER, CORK, LINOLEUM
AND PLASTIC WORKERS OF AMERICA
LOCAL 296
141 KING STREET EAST
KITCHENER, ONTARIO
N2G 2K8

ATTENTION: MR. C. CLEMMER

DEAR MR. **CLEMMER**,

RE: INTRODUCTION OF NEW TECHNOLOGY

CURRENT AND FUTURE TRENDS IN MANUFACTURING HAVE REQUIRED INDIVIDUAL WORKERS TO TAKE GREATER RESPONSIBILITY AND BE MORE DIRECTLY ACCOUNTABLE FOR THE PRODUCTION PROCESS. THE INTRODUCTION OF COMPLEX TECHNOLOGICAL ADVANCES, MORE HIGHLY AUTOMATED PROCESSES, INTRICATE PROBLEM SOLVING METHODS AND SOPHISTICATED MATHEMATICAL VALIDATION CONCEPTS, NECESSITATES THE DEVELOPMENT OF COMPLEX NEW SKILLS BY THE WORKFORCE THROUGH RETRAINING.

AS PROCESS IMPROVEMENTS ARE UNDERTAKEN, BOTH PARTIES **RECOGNIZE** THE IMPORTANCE OF **MINIMIZING** DISRUPTION TO THE WORKFORCE WHILE ACQUIRING THE NECESSARY SKILLS TO IMPLEMENT THE CHANGES. WITH THIS OBJECTIVE IN MIND, IT IS AGREED THAT:

- (A) **THE UNION** WILL BE NOTIFIED (AT THE TIME OF PROJECT APPROVAL) WHEN THE INTRODUCTION OF TECHNOLOGY WILL HAVE A SIGNIFICANT IMPACT ON THE WORKFORCE EITHER BECAUSE OF REDUCTION IN JOBS OR WHERE NEW SKILLS WILL NEED TO BE ACQUIRED.
- (B) WHERE THE SUCCESS OF A CHANGE TO EQUIPMENT, OPERATION, OR PROCEDURE IS DEPENDENT UPON THE ACQUISITION OF ADDITIONAL KNOWLEDGE OR SKILL ON THE PART OF THE EMPLOYEE, RETRAINING WILL BE PROVIDED TO THE EMPLOYEES INVOLVED.
- (C) IF IT IS REASONABLE AND PRACTICAL TO DO SO, THE COMPANY WILL REDUCE THE **WORKFORCE** THROUGH ATTRITION WHEN A TECHNOLOGICAL CHANGE NECESSITATES A **REDUCTION** IN THE WORKFORCE .

YOURS SINCERELY,

LYNDA MCCANN
HUMAN RESOURCES MANAGER

LETTER OF UNDERSTANDING # 8

DECEMBER 16, 1994

MR. C. CLEMMER
PRESIDENT, LOCAL UNION NO. 296
U.R.C.L. AND P.W. of A.,
141 KING STREET EAST
KITCHENER, ONTARIO
N2G 2K8

DEAR MR. CLEMMER,

RE: PAID UNION BUSINESS

THIS WILL CONFIRM THE AGREEMENT REACHED BETWEEN THE PARTIES DURING COLLECTIVE BARGAINING THAT FROM JANUARY 1, 1995 TO DECEMBER 31, 1995, ARTICLE 3:16 (f) SHALL BE SET ASIDE AND REPLACED BY THE ARRANGEMENTS OUTLINED BELOW. IT IS UNDERSTOOD THAT THESE NEW PROVISIONS SHALL NOT SURVIVE THE TERMINATION OF THE COLLECTIVE AGREEMENT UNLESS THERE IS MUTUAL AGREEMENT OF THE PARTIES TO INCORPORATE THE ARRANGEMENTS PERMANENTLY INTO THE TEXT OF THE COLLECTIVE LABOUR AGREEMENT DURING THE NEXT NEGOTIATIONS.

IT IS AGREED THAT THE UNION SHALL BE GRANTED ONE THOUSAND AND FORTY (~~1040~~) HOURS OF PAID UNION TIME, EXCLUSIVE OF PAYMENTS OTHERWISE PROVIDED UNDER THE TERMS OF THE COLLECTIVE AGREEMENT. THIS PAYMENT WILL REPLACE THE PAYMENT OF WAGES TO A FULL TIME UNION PRESIDENT AND WILL BE USED BY THE UNION TO COMPENSATE FOR THE TIME AWAY FROM WORK FOR UNION REPRESENTATIVES WHILE ENGAGED IN UNION BUSINESS ACTIVITIES. IT IS UNDERSTOOD THAT PAYMENT WILL BE MADE AS REPORTED ON THE TIME ~~SHEET~~ AT THE RATE OF PAY FOR THE EMPLOYEE CONCERNED.

THE COMPANY AND THE UNION WILL JOINTLY BEAR THE RESPONSIBILITY FOR MAINTAINING ACCURATE RECORDS OF HOURS PAID BY THE COMPANY. ANY TIME REQUIRED FOR UNION BUSINESS ACTIVITIES BY THE LOCAL PRESIDENT OR A DESIGNATED UNION REPRESENTATIVE IN EXCESS OF THE ~~1040~~ HOURS WILL BE THE RESPONSIBILITY OF THE UNION.

YOURS SINCERELY,

LYNDA MCCANN
HUMAN RESOURCES MANAGER