

**UNITE:
HERE!?**

COLLECTIVE AGREEMENT

Between

BAYTECH PLASTICS INC.

and

**UNITE HERE Ontario Council
LOCAL 1476**

OCT 23 2006

**Effective: September 20, 2004
To
September 19, 2007**

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BAYTECH PLASTICS INC.

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THIS AGREEMENT entered into at Midland, Ontario, as of the 20th day of September, 2004.

BY AND BETWEEN:

BAYTECH PLASTICS INC.
located in Midland, Ontario
(hereinafter referred to as "the Company")

AND:

UNITE Ontario Council
LOCAL 1476
(hereinafter referred to as "the Union")

ARTICLE 1 - 1.1 PURPOSE

- 1.01** It is the intent and purpose of this Agreement to assure sound and mutually beneficial industrial and economic relationships between parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstanding or grievances, and to set forth herein the basic and full agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.
- 1.02** The parties agree that neither employees nor employer should endeavour to limit the production of an individual, and that only in the progressively more profitable operation of the Company can the employees basically secure greater earnings and security.
- 1.03** The parties agree that the above objectives can be better achieved by compliance at all times with the terms and conditions of this Agreement and by the prompt and equitable disposition of grievances.

ARTICLE 2 - RECOGNITION AND COVERAGE

2.01 The Company recognizes the Union during the terms of this Agreement as the sole bargaining agent of all employees of Baytech Plastics Ltd. in Midland, Ontario, save and except supervisors, persons above the rank of supervisor, office and sales staff, security guards, students and persons employed during the school year for more than twenty (20) hours a week, and homeworkers.

Work normally performed by Bargaining Unit employees shall not be done by employees outside the Bargaining Unit, except for students as defined above.

2.02 The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the Bargaining Unit as defined above except where the context otherwise provides.

2.03 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context applies.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Company to manage the business and direct the working force, including but not limited to the following:

- (a) To maintain order and efficiency, and set quality standards, enforce and formulate reasonable plant rules and regulations, including fire and safety regulations.
- (b) To hire, layoff, classify, transfer, promote or discipline, suspend, discharge or demote for just cause. Subject to the right of the employee to submit a grievance in the case of discipline, suspension or discharge.
- (c) To schedule and change hours of work, to determine and change work assignments, to decide employee qualifications, and to discontinue jobs.

- (d) To manage the industrial enterprises in which the Company is engaged, determining the products and materials to be handled, processed and manufactured, the methods of manufacturing, the schedules, extension and limitations of operations, the kinds, numbers and location of plants, machines and equipment to be used, the processes of manufacturing and the nature of its products.
- (e) The Union acknowledges that the Company has and shall retain the sole right and responsibility to subcontract work as long as the action of subcontracting does not mean that present employees will be laid off.
- (f) The Company agrees that the above functions will be exercised in a manner consistent with the provisions of the Agreement and the Collective Bargaining Rights of the Union.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.01 All new employees shall, as a condition of employment, pay a Local Union initiation fee. This initiation fee shall be the first two hours pay of the new employee and shall be remitted to the Financial Secretary of the Local.

An employee who has been rehired shall not be required to pay a new initiation fee unless he has been out of the employ of the Company for more than two (2) years.

All employees upon completion of their probationary period shall, as a condition of employment, pay union dues, or an amount equivalent to union dues, which will be the amount prescribed by the Constitution of the Union, the first such payments to be considered the International Union initiation fee.

These dues or the equivalent shall be deducted from the third period of each month and the amounts so deducted shall be remitted monthly by cheque to the UNITE HERE Ontario Council, 460 Richmond Street

West, 2nd Floor, Toronto, ON M4V 1Y1 whose receipt thereof shall be considered as a discharge to the Company for the amount so deducted.

- 4.02** Employees who are, or who during the term of this Agreement become members of the Union shall, as a condition of continued employment with the Company, remain members in good standing of the Union.
- 4.03** The Company will, at the time of making the original remittance to the Union, specify the employees' names, addresses and telephone numbers from whose pay such deductions were made. For subsequent remittance the Company will supply the Union with a statement showing the name of each permanent employee from whom no deduction was made and **the** reasons thereof.
- 4.04** The Union shall indemnify and save the Company harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of such deductions.

ARTICLE 5 - DISCRIMINATION AND INTIMIDATION

- 5.01** It is agreed that there will be no discrimination, coercion or intimidation by the Company, the Management, the Union or its officers or members against any employee because of his activity, or lack of activity, membership or non membership in any political, labour or Union organization or because of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin.
- 5.02** It is further agreed that there shall be no solicitation of members, collection of dues or other Union activities on the premises of the Company except as permitted by this Agreement. It is understood that no meeting of the Union or its members shall be held on the premises of the Company, nor shall any of its activities be so held at any time without prior written approval of the Company.
- 5.03** The Union agrees that under no circumstances will contractual or supervisory maintenance personnel, to a maximum of four (4), or contractual security guards, to a maximum of four (4), be prevented from having free and unmolested entrance to, and departure from the

plant, for the purpose of performing their duties. The Company agrees that under no circumstances will the above-mentioned personnel perform production work.

5.04 It is further agreed that any employee who violates any of the provisions of this Article may be disciplined by the Company.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Company recognizes the right of the Union to elect, appoint, or otherwise select a Bargaining Committee of not more than five (5) members of the local Union, who have at least one (1) year's service with the Company. This Committee will be the Bargaining Committee for negotiations.

The Union Executive will act as a Grievance Committee. A maximum of five (5) will act as a Grievance Committee.

6.02 The Union will elect or appoint and the Company will recognize the number of Shop Stewards from each of the following department groups as indicated:

- | | |
|-------------------------------|-----------------------------------|
| (a) Compression | - one (1) per shift |
| (b) Finishing | - one (1) per Shift |
| (c) Injection | - one (1) per shift per plant |
| (d) Materials Handling | - one (1) per Plant |
| (e) Plant Services | - one (1) - ToolRoom |
| | - one (1) - Maintenance per plant |
| (f) Quality Assurance | - one (1) |

In the event that a departure reduces the number of shifts worked, the departmental Union Steward of the shift eliminated will be considered as having the most seniority, subject to Article 13.05, while remaining in the department as a Union Steward (not to exceed the present elected term).

6.03 The Union shall notify the Company in writing of the names of the Union Stewards and the departments or group of departments each

represents, and of any changes in the personnel of the Union Stewards before the Company shall be required to recognize them.

- 6.04** It is mutually agreed that the employees shall not be eligible to serve as Stewards until they have at least one (1) year's service with the Company.
- 6.05** It is understood that Union Stewards have their regular work to perform on behalf of the Company, and if it is necessary to service a grievance during working hours they will not cease their work without obtaining permission of their supervisor. Such permission will not be unreasonably withheld. When resuming their regular work they will report to their supervisor.
- 6.06** The Grievance Committee and Union Stewards shall be allowed reasonable time off to investigate grievances and to attend meetings with management, and shall be compensated for time spent during working hours at their straight time hourly rate. Any abuse of such privilege may be the subject of a grievance by the Company.
- 6.07** When an employee is disciplined the Union official present shall be a Steward in the department, if not available then a Steward of their choice or a member of Executive who are then present. The parties agree the provisions are directory. The Company agrees to advise its supervisors to comply with the provision.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01** Complaints and grievances shall be adjusted as quickly as possible. For purposes of this Article "working days" exclude Saturdays, Sundays and Company recognized holidays.
- 7.02** An employee who has a complaint or grievance shall present it to his supervisor within seven (7) working days of the date the employee was first aware or reasonably could have been aware of the occurrence. The supervisor must give the employee his decision within two (2) full

working days of receiving the employee's complaint or grievance. The departmental Shop Steward may accompany the employee when presenting his complaint or grievance.

7.03 If the supervisor's answer given the employee in clause 7.02 was unsatisfactory, the grievance will be taken up in the following sequence and manner. Forms for this use are to be supplied by the Union and approved by the Company.

Step 1

The written grievance, signed by the grieving employee and by the Steward of the department involved, will be presented to the supervisor of the department within four (4) full working days of the supervisor's decision in clause 7.02. The supervisor will give written decision to the departmental Shop Steward within four (4) full working days of receiving the written grievance. The grievance will be considered settled unless Step 2 is taken within four (4) full working days following the written decision given by the supervisor in Step 1.

Step 2

The written grievance will be submitted by the Grievance Committee to the Manager to whom the Supervisor reports to. The Manager or his representative will give his written decision to the Grievance Committee within four (4) full working days of receiving the written grievance. The grievance will be considered settled unless Step 3 is taken within four (4) full working days following the written decision given by the Manager or his representative in Step 2.

Step 3

The written grievance, including copies of the submissions and decisions made under the preceding steps, will be submitted to the President. The President will give his written decision to the Grievance Committee within five (5) full working days of receiving the written grievance. If the President is not available, the parties may mutually agree to extend the normal five (5) day time period or accept the President's nominee. The grievance will be considered settled unless timely request for Arbitration, as provided in Article 8 of the Agreement is made following the written decision of the President or his nominee in Step 3.

- 7.04** A representative of the International Union may be present at any of the proceedings under Step 2 or 3 above, at the request of either party.
- 7.05** Any difference or grievance arising directly between the Company and Union may be submitted in writing by either party at Step 2.
- 7.06** When a group of employees from more than one department has a complaint or grievance, it shall be first taken up under Step 2.
- 7.07** Any adjustment arising out of the settlement of an employee's grievance, or the grievance of a group of employees, under the grievance or arbitration procedure shall not be made retroactive prior to the beginning of the pay period immediately proceeding the date on which it was first presented thereunder in writing by the employee or the group of employees concerned. The above restriction on retroactivity will not apply to payroll grievances.
- 7.08** The Union acknowledges that probationary employees may be dismissed by the Company, and that such dismissal shall be at the discretion of management.

ARTICLE 8 - ARBITRATION

- 8.01** Failing a settlement under the Grievance Procedure, the matter in dispute may be taken to arbitration, provided that if no written request is received within thirty (30) calendar days after the final decision is given under the grievance procedure it shall be deemed to have been finally, completely, and satisfactorily settled.
- 8.02** For purposes of this Article "working days" exclude Saturdays, Sundays and Company recognized holidays.

When either party requests arbitration as herein above provided, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, nominate an arbitrator. The notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted by reference to the

specific clause or clauses relied upon. The notice shall also state the nature of the relief or remedy sought. The **Party** so notified shall appoint their arbitrator within ten (10) working days of such notice.

The two (2) arbitrators so nominated shall meet within ten (10) working days, and if within five (5) further full working days they fail to settle the grievance, they shall attempt to select by agreement a third person who shall act as impartial chairman of the Arbitration. If they are unable to agree on the choice of such a chairman within seven (7) calendar days, then the Minister of Labour for the Province of Ontario shall be asked to name a chairman of the Arbitration Board.

- 8.03** No person may be appointed **as** an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.04** No matter may be submitted to arbitration which has not been properly carried through all previous required steps of the grievance procedure.
- 8.05** The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of a majority of such board shall be final and binding upon the Company, Union and employees concerned.
- 8.06** Each of the parties hereto will bear the expense of the arbitrator appointed by it, or for it, and parties will equally bear the expenses, if any, of the Chairman of the Arbitration Board.
- 8.07** The Arbitration Board shall not have any authority to make a decision inconsistent with the provisions of this Agreement.
- 8.08** Any and all time limits referred to under the grievance and arbitration procedures herein may, at any time, be extended by written agreement between the Company and the Union.
- 8.09** In determining and discharge or any other disciplinary grievance, the Board of Arbitration shall have the authority to:
- (a)** affirm the Company's action and dismiss the grievance
 - (b)** set aside the penalty imposed by the Company, and restore the grievor to his former position with or without compensation; or

- (c) vary or alter the penalty imposed by the Company or make such other determination as the Board in its discretion may deem justified.

ARTICLE 9 - DISCHARGE

9.01 A discharged employee shall have the right to discuss their grievance with their Shop Steward in the Human Resources office before leaving the plant. If an employee claims the discharge to be unjust, it shall be treated as a grievance if a Written statement of such grievance is lodged by the employee with the Manager within two (2) working days (Monday to Friday) after the employee ceases to work for the Company. This grievance shall be taken up under the Grievance Procedure, and Step 1 will be omitted.

9.02 Such special grievances may be settled under the grievance or arbitration procedure by:

- (i) Confirming the management's action in discharging the employee.
- (ii) Reinstating the employee with full compensation for time lost less such sums earned by the employee from the date of their dismissal to the date of their reinstatement.
- (iii) Or by any other arrangement which may be deemed just and equitable.

ARTICLE 10 - STRIKES, LOCKOUTS AND SLOWDOWNS

10.01 In view of the orderly procedures here set out for settling grievances, the Company agrees that there will be no lockout of the employees, and the Union agrees that there will be no strike, slow-down, sit-down or any stoppage of work, or any other action either partial or complete, either by an individual employee or by a group of employees, which will in anyway disrupt the operations of the Company.

ARTICLE 11 - SENIORITY

11.01 For new employees (operators, caretakers and finishers) the first fifty-five (55) days worked from the date of hire will be considered probationary and not entitled to seniority. Two (2) evaluation meetings will be held for probationary employees; one prior to the twentieth (20th) working day and the other prior to the fortieth (40th) working day. For all other classifications the first seventy-five (75) days worked will be considered probationary and not entitled to seniority. The probationary period will be extended by plant vacations, but not beyond a consecutive thirteen (13) week lay-off or any occurrence over which the Company has no control. A twelve (12) hour shift will count as one and a half (1 1/2) days worked for the purpose of seniority.

During the respective probationary periods, as outlined in this Article, new employees will not be entitled to seniority, and may be dismissed or laid off at the discretion of the Company.

Upon the expiration of the probationary period as outlined in this Article, new employees shall acquire seniority rights and be placed on the seniority list with seniority established from the first working day of the employee's last hiring.

11.02 The Company will provide the Union with updated department and plant wide seniority lists every three (3) months which shall be posted on a Company bulletin board for a minimum of fourteen (14) calendar days.

All seniority lists will show the employee's name and date of employment as well as the employee's status or job classification in the following plant departments:

- (a) Compression
- (b) Finishing
- (c) Injection
- (d) Materials Handling
- (e) Plant Services
- (f) Quality Assurance

(g) Spray Painting

The Spray Painting and Finishing Departments will be administered as one department for all purposes except seniority, layoff and recall.

The Company agrees to continue to administer the Plant Service Department in the same manner as when the Tool and Maintenance sections were named as separate departments under the Collective Agreement. Such practices will include, but not be limited to seniority and preference for vacation periods.

11.03 An employee shall lose all seniority if that employee:

- (a)** Following a layoff of indeterminate period, on being notified by the Company by registered mail to the employee's last known address, with a copy of the letter to the President of Local 1476, fails to advise the Company within seven (7) calendar days of the date of the mailing of the registered letter, of the employee's intention to return to work. Such return to work, unless otherwise agreed by the Company, for reasonable cause, must be within two (2) working days (Monday to Friday) of receipt of the original notice.
- (b)** If absent without leave for two (2) consecutive scheduled shifts. An employee is considered absent without leave if no report is made to the Human Resources office or the employee's shift supervisor by the end of their regular shift. Legitimate reasons for failing to comply with the foregoing will be taken into consideration.
- (c)** Following a layoff for a determined period, fails, without permission of the Company, to report for work on the date and the time specified at the time of layoff.
- (d)** Following a period of sick leave exceeding the authorized absence under Article 22.03 (e) (ii), fails to provide requested medical certification.

11.04 An employee will lose all seniority and his employment will cease if that employee:

- (a) Voluntarily quits the employ of the Company.
- (b) Is discharged by the Company and such discharge is not reversed through the Grievance Procedure.
- (c) Has been laid off for more than twelve (12) consecutive months. In the case of employees with five (5) years' seniority or more, at the time of layoff, has been laid off for more than twenty-four (24) consecutive months; or, in the case of employees with ten (10) years' seniority or more at the time of layoff, has been laid off for more than thirty-six (36) consecutive months.

11.05 It shall be the duty of employees to notify the Company promptly in writing of any change of address or telephone. If an employee fails to do this, the Company will not be responsible for failure of notice to reach such employee.

11.06 An employee shall not suffer loss of seniority owing to absence through accident or illness provided that the Company may require proof of such absence in the form of a certified statement from a Doctor of Medicine or Doctor of Chiropractic, that the employee was unfit for work on the day(s) in question.

ARTICLE 12 -TRANSFERS AND JOB POSTINGS

12.01 Definitions:

- (a) A transfer is the relocation of a seniority employee to a permanent vacancy in the same or another department which results from an employee application, application of seniority, or other reason. Requests by seniority employees for change of shifts within a department shall not be considered as transfers and will only be granted on a "request if possible" basis.

- (b) A permanent vacancy is an opening within any classification of more than thirty (30) calendar days duration. A vacancy created by an employee who is absent due to illness, injury, vacation or authorized leave of absence shall not be considered a permanent vacancy.
- (c) A general worker level shall be considered as the lowest job classification in a department.

12.02 All permanent vacancies above the level of general workers, and newly created positions above the level of general worker in any department shall be posted for two (2) consecutive scheduled shifts (or five (5) calendar days when working twelve (12) hour shifts) on a Company bulletin board before permanently filling such vacancy. An employee desiring such position must make application in writing to the Human Resources office within two (2) consecutive scheduled shifts (or five (5) calendar days when working twelve (12) hour shifts) from the initial time of posting.

Employees on leave of absence or approved vacation will be considered for job vacancies or new positions above the level of general worker if application in writing is made to the Human Resources office within forty-three (43) calendar days of the job vacancy, or within two (2) scheduled shifts of return to work, whichever is the shorter period.

In the case of job vacancies at the general worker level in any department, a Courtesy Notice will be placed on the bulletin board so that applications from within the plant regardless of department may be considered. Such Courtesy Notices will remain posted for a minimum of twenty-four (24) hours. If the position is filled within forty-eight (48) hours from time the notice posted, it **will** be subject to change based on further applications received for that period.

The Company will provide an answer to all applicants within fourteen (14) calendar days of the notice removal.

The Company will notify the Union of the name(s) of the successful applicant(s) and place their name(s) on the plant bulletin board.

12.03 Employees wishing consideration for transfer must complete a Transfer Application provided by the company and present it to the Human Resources office. Periodically, the Human Resources office will notify transfer applicants of the necessity to renew their applications. Failure to renew within seven (7) calendar days of this notice will invalidate a transfer application.

12.04 Transfer applicants will be considered at the time of a job vacancy. Transfer applicants for another department cannot be accepted if they have been successfully transferred in the preceding six (6) months. Newly hired employees will not be eligible for transfer until they have completed six (6) months' service with the Company unless there are no other successful applicants. Further, transfer applicants will be interviewed by the Employee Relations Coordinator (or designate or selection committee, where appropriate) and evaluated in view of the requirements of the job vacancy. The person selected will be the person who in the judgment of the Company has the following:

- (a) Qualifications to perform the job.
- (b) Ability to perform the job.
- (c) Qualities of reliability and responsibility.
- (d) Seniority will govern if other requirements are met.

Should the Company NOT choose the most senior applicant from among present Company employees, the following documentation must be available for inspection by a member of the Union Executive.

Written examinations taken by both the applicant refused the position and the applicant accepted, will be in each employee's personnel file. Also any trade certification or recommendations will be filed along with the hiring supervisor's written report on each person.

If the Union Executive representative wishes to inspect these documents it will be done in the presence of the hiring supervisor and the Employee Relations Coordinator (or their designates) within nine (9) calendar days of the posted notice showing the successful applicant.

Any applicant with more seniority than the applicant accepted, will have the opportunity to discuss the refusal of their application and the reasons thereof, with the Supervisor of the department doing the hiring in the presence of the Employee Relations Coordinator (or designate) and the employee's Union Steward before the notice showing the successful applicant is posted.

None of the foregoing will preclude the Company going outside the Company for applicants if suitable applicants are not available among the present employees.

- 12.05** A transferred employee will retain the seniority of their former department or section for their respective probationary periods after which time seniority will be transferred to the employee's new department.
- 12.06** Should a transferred employee prove unsatisfactory within their respective probationary periods of transfer, the employee will be returned to their former position and department. If the employee's former position in a particular group or shift has been filled, the employee may be compelled to go into another group or shift where there is an opening. Further, the employee will be advised of reasons for unsatisfactory performance by the Supervisor of the department or section doing the hiring, in the presence of the Employee Relations Coordinator (or designate), and the employee's Union Steward.
- 12.07** Any seniority hourly employee transferring to the salaried staff of Baytech Plastics Inc. will be on probation for three (3) calendar months. During this period the transferred employee will remain a seniority Union member, pay Union dues and be subject to all terms of the existing Collective Agreement except the following:
- (a) Rates of pay.
 - (b) Hours of work.
 - (c) Grievance procedures in regard to transfer from salaried back to hourly.

If, during the three (3) month probation period the transferred employee is found unsuitable, or if the employee elects not to continue with the salaried position, the employee will be returned to their former hourly position without loss of seniority.

If the employee has passed the salaried probationary period, but is still within twelve (12) calendar months of the original transfer and if for any reason either on behalf of the Company or on behalf of the employee there is a need to move from salaried back to hourly, the employee will be given the opportunity to accept a job which in the judgment of the Company is suitable to the employee's qualifications and ability in the Department employing the least senior person in the Company at that particular time. The employee will regain their seniority, including that time period while on Baytech Plastics Inc. salaried staff. The least senior employee, then will be laid off.

12:08 If a seniority employee is permanently unable to perform their job due to health reasons, that employee will be given the opportunity to transfer to another job classification in any department, conditional upon their ability to perform the new job satisfactorily in the opinion of the Company and upon his having greater seniority than the person he displaces. The least senior person in the department would be laid off or given the opportunity for other work if available. The employee making the transfer would retain seniority, but would receive effective immediately, the wage rate of the new job.

12.09 All time frames as outlined in the Technical Progression Policy will be adhered to unless otherwise mutually agreed to between the Company and the Union.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Reductions of the work force will be carried out in accordance with following procedures, provided in each case that the employees remaining in the department are willing, capable and qualified to perform the work available. In cases of lay-offs the Company will notify the employees involved as early as possible,

but for lay-offs of more than seven (7) calendar days the Company will notify employees at least forty-eight hours prior to the lay-off. The provisions of this section shall not apply if the lack of work is occasioned by circumstances beyond the Company's control.

- (a)** In the event of a lay-off in a department which is not expected to exceed seven (7) calendar days, seniority shall apply in determining the reduction of the work force by shift seniority within the department.

In the event there is work in another department and the employee is capable and qualified to perform the work available, he will be required to report to the assigned work station.

- (b)** In the event of a lay-off which is expected to exceed seven (7) calendar days, the following will govern.

- i)** In any department where a work force reduction is necessary, probationary employees and students will be laid off first.
- ii)** If further reduction to the work force is necessary in a department, regular employees will be laid off in inverse order of departmental seniority.
- iii)** Employees laid off as in ii) above, who have at least one (1) year's seniority, will be given the opportunity to temporarily transfer into a departmental classification which they have successfully completed the appropriate probation period, providing they have the necessary Seniority to do so.

Employees who have demonstrated their ability to perform in more than one department must bump into the department employing the least senior employee.

Employees with six (6) years' seniority or more may elect to bump into any department employing a junior

employee in any classification the more senior employee is capable to perform.

- iv)** Employees who cannot transfer under iii) above will only have the right to transfer into a departmental classification which at the time is employing the least senior person in the Company and if this action is taken, the least senior person will be laid off. If the job in the department which employs the least senior person in the Company happens to be a job that cannot be performed by the person being laid off, the opportunity will pass to the department employing the next lowest senior person in the Company.
- v)** Regular employees who exercise their seniority and temporarily transfer to another department under lay-off conditions, shall have five (5) scheduled shifts to reach an acceptable level of performance in their new temporary classification or be laid off.
- vi)** Pay scale of job to which employee transfers will apply immediately upon transfer.
- vii)** Regular employees who have elected temporary transfer in lieu of lay-off must return to their original job classification and department when there is an increase in the work force of their original department and their former position again becomes available.
- viii)** Once a regular employee with one (1) or more years seniority elects lay-off in lieu of temporary transfer that employee shall not have the right to return to work until recalled by the Company to that employee's original job classification.
- ix)** Regular employees who have elected temporary transfer in lieu of lay-off retain the seniority for their original department as well as carry this same seniority to the department in which they have temporarily transferred in the event of a further lay-off.

In the event there is work in another department and the employee is capable and qualified to perform the work available, he will be required to report to the assigned work station.

- x) **Any** person on lay-off, entitled to benefits at the time of lay-off, called in and works for six (6) consecutive full weeks shall be entitled to recommencement of benefits after the six (6) weeks.

13.02 When there is an increase in the work force, laid off employees will be recalled in order of seniority provided they are willing and qualified to perform the work available. During periods of layoff seniority will accumulate subject to the provisions of Article 11.03.

13.03 No new employees will be hired until all laid off employees who are willing **and** qualified to do the jobs have been recalled, subject to all other provisions of Article 13.

13.04 Notwithstanding any of the provisions of this Article, members of the Shop Committee shall, in the event **of** a layoff or recall, be considered as having the most seniority in the department, and shall be continued at work, if work is available, provided they are willing and able to perform whatever work is then available.

Departmental Union Stewards will be considered as having the most seniority on their respective shifts in their department. Where more than one (1) Steward in a department is entitled to super seniority by virtue of 6.02 or 13.05, then seniority as between themselves will be determined by their relative positions on the departmental seniority lists.

The Shop Committee, under the provisions of this Article, shall include all Departmental Union Stewards and Officers of the Local Union Executive.

13.05 No seniority employee will be laid off while a student remains employed, provided the employee is capable and willing to perform the job.

13.06 The parties agree that for purposes of layoff Technicians 1, 2 and 3 with a minimum of one (1) years' seniority shall not be effected by such layoff until a seniority level of seven (7) years is reached. For the purpose of recall, Technicians 1 and 2 with a **minimum** of one (1) year's seniority shall be deemed to have five (5) years' seniority.

A Technician 3 must have successfully written the Technician 3 test, to qualify for the seniority above.

It is further agreed that in the event such employee may, provided he has greater seniority, elect to bump the least senior employee who's job he is qualified to perform in any department.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 The Company may grant leave of absence without pay to any employee for a legitimate personal reason **for** up to three (3) months. **Any** such person who is absent with written permission shall not be considered to be laid off, and their seniority shall continue to accumulate during their absence.

To ensure fair treatment of the intent of this clause, all applications for leave of absence will be reviewed by the Department Manager, the Employee Relations Coordinator, and the President.

14.02 Any leave of absence shall be confirmed in writing, and no such leave will affect any employee's seniority rights when used for the purpose granted. If an employee uses their leave of absence for any other purpose than the purpose for which it was granted, he may lose his seniority.

14.03 The Company will grant leave of absence without pay to a **maximum** of two (2) delegated Union members to attend Union Conventions or Conferences for a maximum of ten (10) scheduled

shifts per year. Up to eight (8) additional scheduled shifts leave of absence without pay will be considered for the delegated Union members if they are members of the Executive Committee of the Ontario Council and are required to attend Regional Office meetings, providing such leave will not critically affect the operation of the department concerned. In both cases, the Company must be notified in writing at least five (5) scheduled shifts in advance of any requested leave of absence.

14.04 Bereavement

Should a death occur in the immediate family (mother, father, sister, brother, father-in-law or mother-in-law, grandparents, brother-in-law, sister-in-law of an employee or spouse), the Company will grant leave of absence for a period of not more than three (3) (or five (5) for wife, husband or child) scheduled shifts at the employee's basic hourly rate. Such leave of absence shall be granted provided:

- (a) The employee has completed his probationary period.
- (b) The leave of absence is for the days of funeral, or interment, or mourning period.

Saturdays, Sundays, paid holiday days and paid vacation leave are not working days under this clause except when such days are regularly scheduled days for the employee. Paid holidays and paid vacation days used as bereavement leave must be taken in the first available working days the employee was originally scheduled to return to work.

In cases of deferred interment, the employee can elect to defer bereavement day(s) until that time provided the actual interment day is taken as bereavement leave and the Company is notified of the employee's intention. Should deferred interment take place on a weekend, the working day(s) nearest the interment day would be taken.

Should a death occur during a full or partial shutdown, and individual lay-off notices have not been issued, the employee will qualify for one day with pay for bereavement in the Spring for the interment. Should a deferred day be required, the employee must notify the Company in writing immediately upon return to work of their intention to attend the interment.

"Common-law" relationships will be deemed to exist for purposes of this and other benefit clauses where an employee has filed an appropriate declaration no less than once per year.

In addition, either of the following conditions must exist:

- a) A minimum of one (1) year of continuous cohabitation in a conjugal relationship or
- b) The couple have a natural or adoptive child and the couple's relationship is of some permanence.

14.05 Court Appearances

If an employee is called for Jury Duty or subpoenaed by the Crown as a witness, the Company will pay the difference between the daily pay and the employee's normal regular straight time pay, for any day the employee would have normally worked. This will be exclusive of any transportation costs or reimbursements. The employee must supply to the Company, the necessary documents to verify reimbursements. If the employee reports for court appearances (referred to above) and then is released for the balance of the day, he will be expected to report to work as soon as possible that day.

The Company will grant leave of absence with pay to an employee whose child of less than sixteen (16) years of age is subpoenaed by the Crown as a witness.

The employee's Supervisor must be notified at the time of Jury Duty notification or subpoena and the usual written authorization signed.

14.06 Union Officers will be granted time off without pay to attend Executive meetings of the Union Local provided that the meetings are scheduled so that the majority of Officers attending would not

normally be on shift at that time. The Company must be notified in writing at least five (5) working days in advance of any requested leave of absence.

- 14.07 If an employee fails to report for work at the expiration of any leave granted, he shall be deemed to have resigned unless excused by the Company.
- 14.08 The Company will grant twenty-four (24) scheduled hours leave of absence to expectant fathers at the time of their child's birth. Such leave of absence will be with pay. The employee's Supervisor must be notified in advance with as much notification time as practical and the usual written authorization signed.
- 14.09 Leave of absence with pay, up to a maximum of one (1) scheduled shift will be granted to the appropriate department Union Steward, to attend the funeral of an employee of the Company.
- 14.10 Leave of absence may be granted to delegated Union members to attend Union sponsored safety and/or education seminars to a maximum of ten (10) scheduled shifts per employee per year. Leave of absence will not be refused unless it will critically affect the operation of the department involved.
- 14.11 All written requests for leave of absence to be answered within four (4) working days.

ARTICLE 15 - NOTICES AND ANNOUNCEMENTS

- 15.01 All Union bulletins to be posted in the plant must have prior approval of both the local Union President (or Union authorized signing officer), and the Employee Relations Coordinator (or designate). These approved Union Bulletins shall only be posted on bulletin boards provided by the Company.

Further, the Union agrees that it will not distribute any pamphlet, circular or petition in the Plant without prior approval of the Employee Relations Coordinator (or designate).

ARTICLE 16 - REPORTING ALLOWANCE

16.01 If an employee reports for work at the commencement of their usual shift and on time, they shall be entitled to a minimum number of hours pay equivalent to half of the employee's regular shift at no less than their regular payroll rate unless notified previously by the Company not to report, either orally or by notice on the bulletin board, or by message left at the employee's residence provided that, if requested by the Company, the employee shall perform a minimum number of hours equivalent to half of the employee's regular shift of such reasonable alternate work as the Company may assign; and provided further that there shall be no such obligation on the part of the Company to pay any reporting allowance if the lack of work is occasioned by circumstances beyond the Company's control.

16.02 If an employee is asked to come back to work after their regular hours, and if it is not an extension of their regular shift at the end of the regular shift, the employee is entitled to "CALL-IN" pay. An employee working any time up to two (2) hours at two (2) times the straight hourly rate. Time worked by an employee in excess of two (2) hours on "CALL-IN" will be subject to the overtime provisions of Article 21.04.

If, for their own convenience, an employee chooses to return later instead of extending their shift, it will be considered normal overtime instead of "CALL-IN".

The Union recognizes the Company's right to request the employee to work for the full time paid on "CALL-IN".

16.03 If an employee is designated on the Stand-by Duty Roster for a weekend or Company recognized holiday, the effected employee will receive sixty (\$60) dollars Stand-by day.

The inclusion of an individual's name on Stand-by Duty Roster is voluntary. However, once it is included it must remain for a three (3) month cycle. If anyone "trades-off" a weekend, the posted list

must be changed by Friday 10:00 a.m. at the latest by the person originally designated for duty.

- 16.04** If an employee is contacted while on vacation and subsequently voluntarily agrees to work for any period during that vacation, they will receive 1 ½ times their normal wage rate for that period. Also the equivalent time worked will be granted at a later date as regular vacation.

ARTICLE 17 - TECHNOLOGICAL CHANGE

- 17.01** It is agreed that it is to the advantage of both the Company and the employees to utilize all possible technological variation, automation, and scientific improvements.
- 17.02** It is agreed that for the purpose of this Article, technological changes shall be defined as the effect upon employees of the permanent elimination of an operator or majority of an operator's time brought about by major changes in machinery design. This, in no way, is to be interpreted in a manner which would prevent the Company from making normal improvements and savings through increased efficiency or establishing new work standards by altering or improving the production methods and efficiency of machinery or personnel, provided such acts are consistent with the terms of this Agreement.
- 17.03** The Company shall notify the Union not less than thirty (30) calendar days before the introduction of any technological change and shall endeavour to furnish all information necessary to an understanding of the proposed change and shall discuss with the Union methods of achieving the change to ensure that the interest of the Company and the employees are fairly and effectively protected.
- 17.04** In addition to notice of separation, any employee discharged by the Company as the result of technological change will be eligible for a

severance allowance on the basis of one (1) week's pay at their straight time hourly rate for each full year of seniority to a maximum of twenty-six (26) weeks' pay.

Severance pay will be paid to the severed employee each regular pay day until the maximum severance pay has been paid to the employee as explained in this clause. If the employee is rehired during the period that he is entitled to severance pay - severance pay will cease immediately on rehiring. If an employee is willing to accept another position in the department in lieu of severance, employees will be given this opportunity in order of seniority if such positions are available. If the employee accepts a new job in lieu of severance he shall then receive the rate of his former job for a period of one (1) week for each six (6) months of seniority with a maximum of thirteen (13) weeks and a minimum of three (3) weeks.

17.05 In the event a technological change creates a job classification that immediately requires skilled employees the Company will have the right to hire skilled employees. If, however, a technological change creates a job classification whereby the Company has sufficient time to train present employees for this position, then the employees in the department will be given the opportunity, in order of seniority, to train for the position, provided in the judgment of the Company the employee or employees concerned have the necessary qualifications to be trained for the job.

17.06 When a technological change creates a new job classification the Company will set the rate of pay for this job. If the rate is not satisfactory to the employee concerned it may become the subject of a grievance.

ARTICLE 18 - COMPANY RECOGNIZED HOLIDAYS

18.01 The following days are Company recognized holidays for the purpose of this Agreement.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Eve (i)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday Day After Boxing Day	One Floating Holiday (ii)

- (i) The day designated is the day before Christmas unless that day is a Saturday or Sunday, then a day in the week following Christmas.
- (ii) The floating holiday will be observed annually on a day to be mutually agreed upon by the Company and the Union. However, in the event the Federal Government legislated Heritage Day, the floating holiday will be observed on the day so designated.

Christmas Shutdown Days and Floating Holiday will be as follows:

2004

December 27, 2004	Monday	-Christmas Eve
December 28, 2004	Tuesday	-Christmas Day
December 29, 2004	Wednesday	-Boxing Day
December 30, 2004	Thursday	- Day after Boxing Day
December 31, 2004	Friday	- New Years Day

2005

June 30, 2005	Thursday	-Floater
December 26, 2005	Monday	-Boxing Day
December 27, 2005	Tuesday	-Day after Boxing Day
December 28, 2005	Wednesday	-Christmas Eve
December 29, 2005	Thursday	- Christmas Day
December 30, 2005	Friday	- New Years Day

2006

June 30, 2006	Friday	- Canada Day
July 3, 2006	Monday	- Floater
December 25, 2006	Monday	- Christmas
December 26, 2006	Tuesday	- Christmas Eve
December 27, 2006	Wednesday	- Day after Boxing Day
December 28, 2006	Thursday	- Christmas Eve

2007

January 1, 2007	Monday	- New Years Day
June 29, 2007	Friday	- Floater
July 2, 2007	Monday	- Canada Day

- 18.02** For all personnel, except injection, compression, quality assurance, storekeeper and caretaker (when on twelve (12) hour shift, seven (7) day continuous operation) the above Company recognized holidays will be paid for regardless of when they fall. Employees shall receive pay on the basis of their straight time hourly rate for the number of hours they would have worked if the holiday had been a normal work day.
- 18.03** For all personnel, except injection, compression, quality assurance, storekeeper and caretaker, (when on twelve (12) hour shift, seven (7) day continuous operation) in the event of a paid holiday falling on a Saturday, Sunday or during the vacation period, another day will be declared in lieu of the holiday.
- 18.04** Authorized work performed on a Company recognized holiday shall be paid for at two (2) times the basic straight time hourly rate of the individual plus holiday pay, where applicable.
- 18.05** In the case of injection, compression, quality assurance, storekeeper, and caretaker, (when on twelve (12) hour shift, seven (7) day continuous operation), all Company recognized holidays have been traded off except Christmas Eve, Christmas, Boxing Day, and New Year's Day. The above mentioned personnel will receive all Company recognized holidays, including the above named, when

the injection and compression departments close for the Christmas holiday period. Alternatively, at the discretion of the Company the banked statutory holidays can be taken as per the trade off.

Work performed by the above personnel on Company recognized holidays will be at two (2) times the basic straight time hourly rate, plus Weekend Premiums if applicable. This will apply the day the Company recognizes the holiday for the balance of the plant.

Twelve (12) hour shift employees will be paid twelve (12) hours pay for all Statutory holidays, except Christmas Eve, Christmas Day, Boxing Day and New Year's Day which will be paid at eight (8) hours.

If an employee operating on the above schedule leaves the employ of the company for any reason he will receive eight (8) hours straight time pay for each of the Company recognized holidays, during the term of his employment, if the person has not already received holiday pay for that day, and if he complied with the terms of Article 18.06.

Notwithstanding the above paragraph, if ~~an~~ employee was on the twelve (12) hour schedule and actually worked on a Company recognized holiday, that employee, when leaving the Company for any reason, will receive twelve (12) hours straight time pay for each of the Company recognized holidays they worked during the term of employment, if that person has not already received holiday pay for that day and if they comply with the terms of Article 18.06.

18.06 Employees shall not be eligible for Company recognized holiday pay if they:

- (a) Have not completed their probationary period.
- (b) While on lay-off refuse work by not exercising their bumping rights or refuse call-in work having received at least twenty-four (24) hours prior notice.

- (c) Fail to work or complete the regular scheduled shift on the working day immediately prior to, and following the holiday, unless excused by the Company. When employees are absent due to illness, accident, layoff, approved vacation, or bereavement in the immediate family, provided evidence satisfactory to the Company is produced, then they shall be paid for any Company recognized holiday that arises. An employee will not lose holiday pay by being late on the shift before or after the holiday, as long as the lateness does not exceed one-half hour.
- (d) In any event, an employee must have worked within the three (3) week period immediately prior to the holiday, as well as the shift on the day before the holiday, except if on approved vacation, and as referred to in paragraph (b) to qualify for Company recognized holiday pay.

18.07 Any regular working day that **is** traded with a Premium Day by mutual agreement between the Company and the Union, shall be treated as a standard day for all terms of this Collective Agreement.

Any request for trade-off by Production Departments should be presented in writing to the Company by the Union Executive at least thirty (30) calendar days, or shorter period by mutual agreement, prior to the requested change. In the event the Company requests trade-off by Production Departments, the same notice period shall apply.

ARTICLE 19 - VACATIONS WITH PAY

19.01 All employees who, on June 30th of any one year, have the number of years consecutive service outlined in the following schedule shall be entitled to the number of weeks vacation and the percentage of annual earnings applicable thereto:

Years of Seniority on June 30th	Vacation Time	Percent of Annual Earnings
Up to three (3) months		4 %
Three (3) months but less than six (6) months	1 week	4 %
Six (6) months but less than five (5) years	2 weeks	4 %
Five (5) years but less than twelve (12) years	3 weeks	6 %
Twelve (12) years but less than twenty (20) years	4 weeks	8 %

Twenty (20) years but less than thirty (30) years	5 weeks	10%
Thirty (30) years	5 weeks + 1 day	10%
Thirty One (31) years	5 weeks + 2 days	10%
Thirty Two (32) years	5 weeks + 3 days	10%
Thirty three (33) years	5 weeks + 4 days	10%
Thirty Four (34) years	6 weeks	10%

Employees who are entitled to vacation period in excess of vacation plant shutdown shall have their remaining vacation at the time mutually agreed between the Company and the employee concerned. Where mutual agreement is not reached by December 31st, a

maximum of one (1) week's vacation time may be deferred to no later than March 31st.

19.02 Total ~~annual~~ earnings for vacation pay computation shall include the employee's total earnings in the preceding twelve (12) month period ending June 30th of the current vacation year.

Lost time from work, while receiving Workers' Compensation or Company Sick Benefit, shall be included in the Annual Earnings upon which vacation pay is calculated, ~~as~~ if the employee has received his full regular pay during such absence.

19.03 Employees leaving the Company's employ prior to the vacation shutdown will receive vacation pay on the basis set out in 19.01 on earnings since the previous computation date.

19.04 The Company at its discretion may shut down the plant for vacation period (normally during the two (2) weeks prior to Civic Holiday), at which time the employees will take their vacation, if not required to work during this period. Notice of such vacation shutdown will be posted two (2) months prior to the vacation period.

19.05 *An* employee who becomes seriously disabled and who is receiving WSIB or Weekly Indemnity benefits before and during the plant shutdown shall be entitled to take vacation time and pay at a later date, as may be mutually agreed. Notice of vacation deferment must be received from the employee prior to the plant shutdown.

ARTICLE 20 - WAGES

20.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the schedule of job classifications and wage rates as set out in Appendixes "A" and "B" which are attached to and form part of this Agreement.

There shall be weekly payment of wages effective January 1, 1987,

20.02 In addition to the rates of pay listed in Appendixes "A" "B" and "C" the Company will pay the following premiums:

Shift Premium

- (a) Injection, Compression, Quality Assurance, Storeskeeper and Caretaker (when on shift F).

For hours worked from 7 p.m. to 7 a.m., 6% of base rate per hour.

- (b) All other Departments including above departments when on eight (8) hour shift schedules.

Shift No. 1 - No Premium

Shift No. 2 - 4% of base rate per hour

Shift No. 3 - 6% of base rate per hour

Week-End Premiums

Injection, Compression, Quality Assurance, Storeskeeper and Caretaker (when on shift F).

For hours worked from 7 a.m. Saturday to 7 a.m. Sunday, 12% of base rate per hour.

For hours worked from 7 a.m. Sunday to 7 a.m. Monday, 20% of base rate per hour.

If schedules are started involving Saturday or Sunday as **part** of a regular schedule, other than the twelve (12) hour schedule as mentioned above, weekend premiums will be negotiated. **If** agreement is not reached within sixty (60) days, voluntary binding arbitration will be invoked.

- 20.03** **An** employee temporarily transferred to another job for a period of fourteen (14) calendar days or less **will** receive the rate of the job to which the employee is transferred or the rate of the previously held **job**, whichever is higher. This fourteen (14) day period may be extended by mutual agreement of **the** Company and the employee.

An employee transferred in lieu of layoff or at their own request will receive the rate of the job to which the employee is transferred.

An employee temporarily transferred on a job posting will receive the rate of the job to which the employee is transferred or the rate of the previously held job, whichever is higher.

20.04 It is agreed that the Company has the option to apply rates above the scheduled hiring rates when persons hired have previous experience either with this Company or elsewhere.

20.05 There shall be no pyramiding of any premium or overtime payment with any other premium or overtime payment.

Overtime will be calculated on base rates only, shift premiums or other premiums will then be added.

20.06 **An** employee suffering an injury in the course of their employment who is required to leave the plant premises, will be paid to the end of their regular shift.

The Company reserves the right to investigate all reported injuries on Company premises, and if through medical investigation it is found that the employee was not required to leave the plant premises at the time of the injury, then the employee will not be paid as provided above.

20.07 In addition to the rates of pay outlined in Appendices "A, B, and C", a Cost of Living Allowance (C.O.L.A.) of .65 of the percentage increase in the Consumer Price Index (C.P.I. 1986 = 100) as published by Statistics Canada for each full 0.2 increase in the C.P.I. will be calculated based on an employee's rate of pay as set out in "Wage Appendices" and will become payable as follows:

COLA adjustment to commence beginning with the first full pay period after the publication of any index exceeding 1.075 multiplied by the August 2004 C.P.I..

In the case of decreases in the C.P.I. the COLA, if any, will be reduced on the same formula as increases are calculated. Hours granted for recognized holidays will be considered as worked hours for the purpose of this clause.

At September 20, 2007, the COLA, if any, will be folded into the base rate.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

21.01 This Article defines the Normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours per day or per week, or days of work per week or as a restriction on the scheduling of a longer or shorter day or work week whenever, in the opinion of the Company, it is necessary to meet business requirements.

21.02 The following shall be the standard shifts of the Company:

A One (1) shift per day.

Shift Times: 8:00 a.m. to 12:00 noon
12:30 p.m. to 4:30 p.m.

Rest Periods: Two (2) fifteen (15) minute per shift (paid)
Lunch Period: One (1) thirty (30) minute per shift
(unpaid)

B Two (2) shifts per day in a service department.

Shift Times: Shift 1 - 8:00 a.m. to 12:00 noon
12:30 p.m. to 4:30 p.m.

Shift 2 - 3:00 p.m. to 7:00 p.m.
7:30 p.m. to 11:00 p.m.

Rest Periods: Two (2) fifteen (15) minute per shift (paid)

Lunch Period: One (1) thirty (30) minute per shift (unpaid on day shift, paid on afternoon shift)

C Two (2) shifts per day in a production department not requiring continuous operation during rest and lunch periods.

Shift Times: Shift 1 - 7:00 a.m. to 11:00 a.m.
11:30 a.m. to 3:30 p.m.

Shift 2 - 3:30 p.m. to 7:30 p.m.
8:00 p.m. to 11:30 p.m.

Rest Period: Two (2) fifteen (15) minute per shift (paid)

Lunch Period: One (1) thirty (30) minute per shift (unpaid on day shift, paid on afternoon shift)

D Two (2) shifts per day in a production department requiring continuous machine operation during rest and lunch periods.

Shift Times: Shift 1 - 7:00 a.m. to 3:00 p.m.

Shift 2 - 3:00 p.m. to 11:00 p.m.

Shift 1 - variations:
6:00 a.m. to 2:00 p.m.
7:00 a.m. to 3:00 p.m.
8:00 a.m. to 4:00 p.m.
9:00 a.m. to 5:00 p.m.
10:00 a.m. to 6:00 p.m.

Rest Periods: One (1) fifteen (15) minute per shift (paid)

Lunch Period: One (1) *thirty* (30) minute per shift (paid)

E. Three (3) shifts per day.

Shift Times: Shift 1 - 7:00 a.m. to 3:00 p.m.

Shift 2 - 3:00 p.m. to 11:00 p.m.

Shift 3 - 11:00 p.m. to 7:00 a.m.

Rest Periods: One (1) fifteen (15) minute per shift (paid)

Lunch Period: One (1) thirty (30) minute per shift (paid)

F. Twelve (12) hours per day and thirty-six (36) hours per week, when three (3) shifts fall between 7 a.m. Sunday and 7 a.m. the following Sunday or it will be twelve (12) hours per day and forty-eight (48) hours per week when four (4) shifts fall between 7 a.m. Sunday and 7 a.m. the following Sunday all in accordance with the printed schedule.

Shift Times: Day - 7:00 a.m. to 7:00 p.m.

Night - 7:00 p.m. to 7:00 a.m.

Rest Periods: One (1) fifteen (15) minute per shift (paid)

Lunch Periods: Two (2) thirty (30) minute per shift (paid)

NOTE 1:

The timing of the rest periods in all departments are to be scheduled by the Company. An employee will normally take his first break no earlier than 1 1/2 hour and no later than 3 hours into his shift.

NOTE 2:

The present schedules are as follows:

A or B Plant Services, Materials Handling excluding Storeskeeper and Caretakers

C and D Not presently used

E Injection, Compression, Finishing, Quality Assurance, Storeskeeper and Caretakers

The Company reserves the right to alter any or all of the above schedules by advising the employees in the department or job classification concerned and the Union at least seven (7) calendar days prior to the above shift schedules, unless a shorter period is mutually agreeable to the parties to this Agreement.

The shift schedules as set out in Article 21 may not be changed without a consultation meeting between management and the Union to discuss alternatives.

Where more than one shift in a department is outlined in this Agreement, Shift 2 and Shift 3 will be filled on a rotation basis if volunteers are not available. Rotations will not be longer than two (2) week intervals.

A new shift starting after 9 p.m. or ending before 8 a.m. shall include a paid thirty (30) minute lunch break.

NOTE 3:

Notwithstanding the above for the life of this Collective Agreement, except by negotiation:

- (a) Injection, Compression, Quality Assurance, Storeskeeper, and Caretakers who are in the Company's employ as of July 17, 1978 will not be requested to work on a schedule that includes Saturday or Sunday as part of a regular schedule, other than the standard F shift as defined in this Agreement.

(b) In all other departments, any personnel who are in the Company's employ as of July 17, 1978, will not be requested to work on a schedule that includes Saturday or Sunday as part of a regular schedule.

21.03 Overtime hours are those worked in excess of the standard daily or weekly hours as listed in this Article. However, for the purpose of this Article only, overtime hours for Injection, Compression, Quality Assurance, Storeskeeper and Caretaker will be defined as those hours in excess of thirty-six (36) hours per week when three (3) shifts fall between 7 a.m. Sunday and 7 a.m. the following Sunday, or forty (40) hours per week when four (4) shifts fall between 7 a.m. Sunday and 7 a.m. the following Sunday.

21.04 Overtime will be paid at the rate of time and one half (1 ½) the employee's regular rate for time worked in excess of regular weekly hours up to and including four (4) hours, except in the case of Sunday or Company recognized holiday where double time will apply. Time worked over four (4) hours in excess of regular weekly hours will be paid at two (2) times the employee's regular rate. Notwithstanding the foregoing, the standard weekly hours must be worked subject to the provisions of 21.05.

Should an employee fail to complete his standard work week and that failure is not occasioned by the provisions of 21.05, then, the above overtime hours, beginning with those overtime hours in excess of four (4), shall be forfeited to make up the hours of the standard work week and the hours so forfeited shall be payable at the employee's regular rate.

For the purpose of this Article Sunday shall be:

Injection, Compression, Quality Assurance, Storeskeeper and Caretaker

From 7 a.m. Sunday to 7 a.m. Monday

All other departments

From 11 p.m. Saturday to 11 p.m. Sunday

21.05 Notwithstanding the provisions of 21.04 above, it is agreed that if an employee works in excess of their standard daily hours in any one (1) day and is subsequently prevented from completing his standard work week, overtime will be paid if that failure to complete is occasioned by:

- (a) Company layoff;
- (b) Illness, provided that the Company shall have the right to require validation of such illness;
- (c) Absence from work for reasonable cause;
- (d) A Company recognized holiday;
- (e) With prior permission of Company;
- (f) Lateness up to one (1) hour.

21.06 Employees are expected to cooperate and perform overtime work when requested to do so by the Company. However, no employee will be penalized if overtime is refused.

21.07 The Company will endeavour to distribute overtime as fairly as possible within each calendar year.

21.08 The Company will endeavour to provide employees with at least forty-eight (48) hours notice before scheduling overtime hours.

When overtime extends two (2) hours or more beyond a regular shift, and overtime notice is not given prior to the current shift, a Meal Allowance of \$10.00 will be paid to employees. The same Meal Allowance will be made to an employee who has been contacted prior to their shift and asked to come to work three (3) hours or more earlier than their regular starting time.

21.09 Employees are required to contact the Human Resources office or their shift supervisor before the start of their regular shift, if they do not expect to report to work, or at the latest within one (1) hour after the start of their regular shift.

21.10 If an employee is sent home between midnight and 6 a.m. and does not have private transportation available, the Company will pay taxi fare to the employee's home.

- 21.11 For overtime work on production machine operations, overtime operators shall be permitted to change machines at the end of the regular daily shift provided that request is made prior to shift change and the operator is qualified to operate the alternate machine.
- 21.12 In cases of overtime as an extension of a normal work day, a paid fifteen (15) minute break will be provided at the beginning of the overtime and at the beginning of each two (2) hours worked thereafter.
- 21.13 If **an** employee is reassigned from the shift he would otherwise have been working on to a different shift the Company shall give seven (7) working days notice. This does not apply to changes resulting from switches with other employees, overtime, normal shift rotations, call-in, layoff, a change agreed to by the employee or emergencies which will critically affect the operation of the department involved.

21.14 Principles of Training Participation and Pay for Training

1. Training is a shared responsibility between the Company and employee and both parties benefit from the training.
2. Participation in training outside of normal working hours is voluntary except when training is primarily as required by legislation. Such training will be scheduled with the least disruption to the employee's personal time as possible.

Company Initiated Training

3. **An** employee involved in training will be paid at the employee's regular hourly rate. Shift premiums will apply if the training occurs during the employee's normal "B" or "C" shift.
4. Training provided for employees within the plant or in Midland will be scheduled in the following order of preference:
 - a) during regular shift
 - b) within scheduled work week
 - c) beyond the scheduled work week

5. In all cases pay for Company initiated training shall be at straight time and time spent in training will not be considered time worked for overtime calculation providing that the combined hours spent in training and hours worked do not exceed six (6) hours over the regular scheduled work week in any one (1) week. In the event that such combined hours exceeds the regular scheduled work week and the six (6) hours allowance, normal overtime rates will apply to hours in excess of the above.
6. Where Company sponsored training takes place outside Midland (ie. Barrie, Toronto, Detroit, etc.) an employee may be required to travel on their own time. If such training takes place over a continuous number of days, the employee will normally be paid for eight (8) hours per day regardless of whether the training is longer or shorter than eight (8) hours per day.

Employee Initiated Courses

7. Where an employee initiates participation in a course with potential work related benefit but also for their own personal upgrading and advancement, the employee will be advanced funds for tuition and books up front. If the employee shows proof of successful completion, the advance will be forgiven. If the course is not successfully completed, 50% of the advance will be forgiven and the other 50% will be repaid to the Company.

Time spent in the employee initiated courses will not be paid. In order to be entitled for reimbursement there must be advance written approval by the Human Resources office. Determination of whether the course has work-related benefit will be the sole judgment of the Human Resources office.

ARTICLE 22 - EMF YEE BENEFITS

- 22.01** All full-time employees who qualify under the terms of the underwriters contracts shall become eligible for Company paid benefits on the first day following the fifty-fifth (55th) day worked. A twelve (12) hour shift will be considered as one and a half (1½) days worked for the purpose of seniority.
- 22.02** The Company will provide and pay the full cost of the following employee benefits for all eligible employees and eligible dependents as "defined" in the agreements or contracts between the Company and the Contract Holders. In the case of premium cost reduction on any Company paid benefits, the Company will receive the benefit of the decrease.
- 22.03** Schedule of Company paid benefits:
- (a) **Maritime Life Healthcare** (formerly 1982 Blue Cross) including semi-private hospital and a two dollar (\$2.00) deductible prescription drug provision (or equivalent coverage with another insurer), and including a \$300.00 per person annual Chiropractic benefit in insurer's standard terms. Prescription drugs exclude drugs available without a prescription (i.e over the counter) and fertility drugs.
 - (b) **Maritime Life (or equivalent) Dental Plan** fixed at. October 1, 2004 until September 30, 2005 2002 ODA rates will apply. (October 1, 2005 until September 30, 2006, 2003 ODA rates will apply) (October 1, 2006 until September 30, 2007, 2004 ODA rates will apply.) Coverage will include 75% coverage for Root Canals and Dentures to a maximum of \$1,000.00 per person each 36 month period.

Orthodontic coverage for employees and dependants under age eighteen (18) effective October 1, 2001. Coverage will be 33% of actual expenditure to a life time maximum of \$1000.00

(c) Group Life Insurance and Accidental Death and Dismemberment

(A.D. and D. Plan) to a maximum of \$22,500.00
Optional Group Life will be provided at the employee's expense for employees. (Not portable)

(d) Sickness and Accidental Benefit

- (i)** For compensable accidents the employee will receive normal wages for remainder of shift on day of accident.
- (ii)** In cases of non-compensable disability or sickness, the insuring Company, upon verification of continuous disability or illness, will reimburse the employee 66-2/3% of their basic rate of pay, beginning on the 1st day of accident or hospitalization, the 4th day of sickness, continuing to the end of the 26th week. The three (3) day waiting period for the sickness benefit will be waived if the sickness lasts two (2) calendar weeks or more.
- (e)** One thousand (\$1,000.00) dollars, paid up Life Insurance upon retirement age 60, providing the retiring employee has at least fifteen (15) years continuous service with the Company.
- (f)** The Company will pay fire and theft insurance on employee owned tools while on the Company premises. Coverage will be limited to the deductible and maximum rates and the scheduling requirements.
- (g)** Vision Care to a maximum of \$200.00 per person every two (2) years effective October 1, 2003.

Laser eye surgery will be paid up to \$500.00 (life-time maximum) for employees.

22.04 The Company provides a "**Contributory**" **Pension Plan** for all eligible employees. Pension benefits will be based on calendar

years of service with employee contributions monthly (based on time worked) as follows:

Years of Service	Monthly Benefit per Year of Service	Employee Monthly Contribution
2004	\$35.00	\$24.00
2005	\$36.00	\$25.00
2006	\$36.25	\$25.25
2005	\$36.50	\$25.50

For monthly benefits per year of service prior to 2003 see previous collective agreements.

- 22.05** Benefits (excluding Pension) coverage during sickness, and injury: During periods of certified sick leave, the Company will pay the full cost of benefits for eligible employees for a minimum of two (2) full calendar months and a maximum of two (2) months of benefits for each year of service to a maximum of twelve (12) months.

Benefits during period of approved leave of absence will be continued for thirty (30) calendar days only.

Benefits during periods of compensable injury will be paid by the company.

Notwithstanding all circumstances above, extension or continuation of benefit coverage shall be subject to the terms and conditions of the Contract Holder.

- 22.06** Employees should contact the ~~Human~~ Resources office to obtain the necessary application forms for Sickness and Illness Benefits. The

Human Resources office will furnish, if necessary, claim application forms for any other employee benefit.

- 22.07** Benefits will terminate for employees who are laid off at the end of the month following the month of layoff. Benefits will recommence at the date of rehire.

In the case of Healthcare and Dental benefits, these may be carried through the Company on a pay direct basis. for the duration of layoff, for a one (1) year period only.

Premiums for these benefits will be the responsibility of the employee, who must make the appropriate arrangements through the Human Resources office. Premiums for the month in which a rehire occurs will be shared by the Company and the employee, pro-rated according to the number of days the employee was actually employed during the month of recall.

ARTICLE 23 - SAFETY AND HEALTH

- 23.01** The Company agrees to make reasonable provisions for the safety and health of its employees during their working hours, and the Union agrees to cooperate in the observance of safety rules and regulations of the Company.

The Company agrees that the Safety Committee will meet monthly. A minimum of one (1) Union representative from each plant and one (1) Management representative shall be certified members and that one (1) Union and one (1) Company Committee representative shall do a monthly safety inspection of all departments. This Committee will act in accordance with the Occupational Health and Safety Act of Ontario R.S.O. 1990 in all matters pertaining to the health and safety of employees for the duration of the Collective Agreement.

- 23.02** Employees with one (1) year's seniority or more who are required to wear safety footwear will be allowed a subsidy of a maximum of two (2) pair of safety shoes in any one (1) year period as follows:

The Company will pay the 100% cost of the first pair of safety shoes up to a maximum ninety (\$90.00) dollars, , and the cost of a second pair up to a maximum of ~~fifty~~ (\$50.00) dollars, or 50% of the purchase price, whichever is the lesser.

The Company will provide one (1) pair of prescription safety glasses per year, where required, to each employee. Design **and** supplier to be designated by the Company.

ARTICLE 24 - NOTIFICATION

24.02 Except as otherwise provided, any notices which either party desires to give the other shall be given by registered mail

(a) To the Company:

Baytech Plastics Inc.
320 Elizabeth Street
MIDLAND, Ontario
L4R 4L6

(b) To the Union:

UNITE HERE Ontario Council
460 Richmond Street, West
2nd Floor
Toronto, ON M5V 1Y1

(c) To the President, UNITE, Local 1476
Currently
MIDLAND, Ontario

ARTICLE 25 - DURATION AND TERMINATION

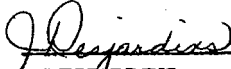
25.01 This Agreement shall be considered effective from September 20, 2004 to September 19, 2007 inclusive, and shall automatically continue thereafter for annual periods of one (1) year each, unless either party notifies the other in writing within the period of ninety (90) calendar days before the date of expiry that it desires to amend or terminate the Agreement, and negotiations shall start within fifteen (15) calendar days following such notification.

25.02 If the parties enter into negotiations for the purpose of amending this Agreement and agreement to the renewal or amendment of this Agreement is not reached prior to the normal termination date hereof, the termination of this Agreement shall be automatically extended until consummation of a new Agreement or completion of the conciliation proceedings prescribed under the Labour Relations Act, 1980 of the Province of Ontario, and fourteen (14) calendar days following issuance of the Conciliation Boards report thereunder (if any), whichever should occur first.

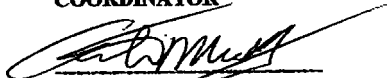
This instrument and the exhibits attached hereto and made part hereof constitute the entire agreement between the parties.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by their duly authorized representatives as of this 12th day of September, 2004.

**FOR BAYTECH PLASTICS
INC.**



**J. DESJARDINS
EMPLOYEE RELATIONS
COORDINATOR**



**A. MUDDÉ
PRESIDENT**



**D. WEBSTER
CHIEF FINANCIAL OFFICER**



**P. BURT H.R. SYSTEMS
& PAYROLL COORDINATOR**

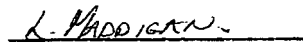
**FOR UNITEHERE ONTARIO
COUNCIL & LOCAL 1476**



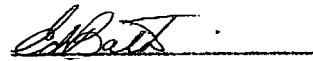
**JAMES BRUNELLE
LOCAL PRESIDENT**



**DARIN DONNON
V-PRESIDENT**



**LIZ MADDIGAN
FINANCIAL SECRETARY**



**ED BATH
RECORDING SECRETARY**



**DEB LABATTE
CHIEF STEWARD**

WAGE APPENDIX

The starting rate for an employee who has changed classification shall be the next rate level lower than their current rate level, except where the employee had previously attained the top rate for their new classification. In no instance will the employee receive any lower rate when moving to a higher classification. Any employee who successfully completes five (5) shifts after a transfer will progress to the next higher wage rate.

The wage progression effective September 20, 1999, as a % of the top rate for each classification shall be:

on hiring	88%
after 4 months worked	92%
after 9 months worked	97%
after 12 months worked	100%

On September 20, 1999, no employee will have their rate reduced as a result of implementing this revised wage progression.

**APPENDIX "A"
WAGE SCHEDULE**

SEPTEMBER 20, 2004- SEPTEMBER 19, 2005

	HIRING	4 MONTHS	9 MONTHS	12 MONTHS
Compression Operator	13.57	14.19	14.95	15.42
Finishing Tech	14.13	14.78	15.58	16.06
Tech. Grade 3	14.13	14.78	15.58	16.06
Tech. Grade 2	15.33	16.03	16.90	17.44
Tech. Grade 1	16.62	17.38	18.33	18.89
Team Leader				20.00
Coordinator				21.35
Finisher	13.45	14.05	14.81	15.27
Silkscreener	13.70	14.33	15.11	15.57
Tech. Grade 3	14.08	14.72	15.52	16.00
Tech. Grade 2	14.59	15.25	16.08	16.57
Tech. Grade 1	15.63	16.35	17.23	17.77
Team Leader				18.87
Spray Painter 3	13.45	14.05	14.81	15.27
Spray Painter 2	14.02	14.66	15.45	15.93
Spray Painter 1	14.46	15.12	15.94	16.43
Injection Operator	13.45	14.05	14.81	15.27
				16.37
Injection Lead Operator				
Grinding Tech	14.13	14.78	15.58	16.06
Tech. Grade 3	14.13	14.78	15.58	16.06
Storeskeeper	15.10	15.79	16.65	17.16
Tech. Grade 2	15.33	16.03	16.90	17.44
Tech. Grade 1	16.62	17.38	18.33	18.89
Team Leader				20.00

	HIRING	4 MONTHS	9 MONTHS	12 MONTHS
Process Improvement Tech.				20.39
Stockhandler 2	14.23	14.87	15.68	16.16
Stockhandler 1	14.23	14.87	15.68	16.16
Stockhandler Team Leader				17.26
Coordinator				18.74
Caretaker	13.45	14.05	14.81	15.27
Head Caretaker	13.95	14.59	15.38	15.85
Maintenance Assistant	14.39	15.04	15.86	16.35
Tech. Grade 3	14.61	15.27	16.10	16.59
Tech. Grade 2	15.56	16.27	17.15	17.69
Tech. Grade 1	17.64	18.44	19.43	20.04
Maintenance Team Leader				21.14
Maintenance Coordinator				23.19
Toolmaker Assistant	14.58	15.24	16.07	16.56
Toolmaker Grade 3	17.27	18.05	19.03	19.62
Toolmaker Grade 2	18.37	19.20	20.24	20.87
Toolmaker Grade 1	21.28	22.25	23.45	24.18
Toolmaker Team Leader				25.30
Toolmaker Co-ordinator				26.80
	13.74	14.35	15.13	15.60

	HIRING	4 MONTHS	9 MONTHS	12 MONTHS
Q.A. Tech Grade 3				
Q. A. Tech Grade 2	15.09	15.76	16.63	17.13
Q. A. Tech Grade 1	15.58	16.29	17.17	17.71
Team Leader				18.82

APPENDIX "B"
WAGE SCHEDULE

SEPTEMBER 20, 2005 - SEPTEMBER 19, 2006

	HIRING	4 MONTHS	9 MONTHS	12 MONTHS
Compression Operator	13.91	14.54	15.32	15.81
Finishing Tech.	14.48	15.15	15.97	16.46
Tech. Grade 3	14.48	15.15	15.97	16.46
Tech. Grade 2	15.71	16.43	17.32	17.88
Tech. Grade 1	17.04	17.81	18.79	19.36
Team Leader				20.50
Coordinator				21.88
Finisher	13.79	14.40	15.18	15.65
Silkscreener	14.04	14.69	15.49	15.96
Tech. Grade 3	14.43	15.09	15.91	16.40
Tech. Grade 2	14.95	15.63	16.48	16.98
Tech. Grade 1	16.02	16.76	17.66	18.21
Team Leader				19.34
Spray Painter 3	13.79	14.40	15.18	15.65
Spray Painter 2	14.37	15.03	15.84	16.33
Spray Painter 1	14.82	15.50	16.34	16.84
Injection Operator	13.79	14.40	15.18	15.65
Injection Lead Operator				16.78
Grinding Tech	14.48	15.15	15.97	16.46
Tech. Grade 3	14.48	15.15	15.97	16.46
Storeskeeper	15.48	16.18	17.07	17.59
Tech. Grade 2	15.71	16.43	17.32	17.88
Tech. Grade 1	17.04	17.81	18.79	19.36
Team Leader				20.50
Process Improvement Tech.				20.90
	14.59	15.24	16.07	16.56

	HIRING	4 MONTHS	9 MONTHS	12 MONTHS
	HIRING	MONTHS	MONTHS	MONTHS
Stockhandler 2				
Stockhandler 1	14.59	15.24	16.07	16.56
Stockhandler Team Leader				17.69
Coordinator				19.21
Caretaker	13.79	14.40	15.18	15.65
Head Caretaker	14.30	14.95	15.76	16.25
Maintenance Assistant	14.75	15.42	16.26	16.76
Tech. Grade 3	14.98	15.65	16.50	17.00
Tech. Grade 2	15.95	16.68	17.58	18.13
Tech. Grade 1	18.08	18.90	19.92	20.54
Maintenance Team Leader				21.67
Maintenance Coordinator				23.77
Toolmaker Assistant	14.94	15.62	16.47	16.97
Toolmaker Grade 3	17.70	18.50	19.51	20.11
Toolmaker Grade 2	18.83	19.68	20.75	21.39
Toolmaker Grade 1	21.81	22.81	24.04	24.78
Toolmaker Team Leader				25.93
Toolmaker Co- ordinator				27.47
Q.A. Tech. Grade 3	14.08	14.71	15.51	15.99
Q.A. Tech Grade 2	15.47	16.15	17.05	17.56
Q.A. Tech 1	15.97	16.70	17.60	18.15
Team Leader				19.29

**APPENDIX "C"
WAGE SCHEDULE**

SEPTEMBER 20, 2006 - SEPTEMBER 19, 2007

	HIRING	4 MONTHS	9 MONTHS	12 MONTHS
Compression Operator	14.26	14.90	15.70	16.21
Finishing Tech	14.84	15.53	16.37	16.87
Tech. Grade 3	14.84	15.53	16.37	16.87
Tech. Grade 2	16.10	16.84	17.75	18.33
Tech. Grade 1	17.47	18.26	19.26	19.84
Team Leader				21.01
Coordinator				22.43
Finisher	14.13	14.76	15.56	16.04
Silkscreener	14.39	15.06	15.88	16.36
Tech. Grade 3	14.79	15.47	16.31	16.81
Tech. Grade 2	15.32	16.02	16.89	17.40
Tech. Grade 1	16.42	17.18	18.10	18.67
Team Leader				19.82
Spray Painter 3	14.13	14.76	15.56	16.04
Spray Painter 2	14.73	15.41	16.24	16.74
Spray Painter 1	15.19	15.89	16.75	17.26
Injection Operator	14.13	14.76	15.56	16.04
Injection Lead Operator				17.20
Grinding Tech	14.84	15.53	16.37	16.87
Tech. Grade 3	14.84	15.53	16.37	16.87
Storeskeeper	15.87	16.58	17.50	18.03
Tech. Grade 2	16.10	16.84	17.75	18.33
Tech. Grade 1	17.47	18.26	19.26	19.84

	HIRING	4 MONTHS	9 MONTHS	12 MONTHS
Team Leader				21.01
Process Improvement Tech.				21.42
Stockhandler 2	14.95	15.62	16.47	16.97
Stockhandler 1	14.95	15.62	16.47	16.97
Stockhandler Team Leader				18.13
Coordinator				19.69
Caretaker	14.13	14.76	15.56	16.04
Head Caretaker	14.66	15.32	16.15	16.66
Maintenance Assistant	15.12	15.81	16.67	17.18
Tech. Grade 3	15.35	16.04	16.91	17.43
Tech. Grade 2	16.35	17.10	18.02	18.58
Tech. Grade 1	18.53	19.37	20.42	21.05
Maintenance Team Leader				22.21
Maintenance Coordinator				24.36
Toolmaker Assistant	15.31	16.01	16.88	17.39
Toolmaker Grade 3	18.14	18.96	20.00	20.61
Toolmaker Grade 2	19.30	20.17	21.27	21.92
Toolmaker Grade 1	22.36	23.38	24.64	25.40
Toolmaker Team Leader				26.58
Toolmaker Co-Ordinator				28.16
	14.43	15.08	15.90	16.39

	HIRING	4 MONTHS	9 MONTHS	12 MONTHS
Q.A. Tech. Grade 3				
Q.A. Tech Grade 2	15.86	16.55	17.48	18.00
Q.A. Tech 1	16.37	17.12	18.04	18.60
Team Leader				19.77

NOTE 1: Length of service for Technicians and Toolmakers for purposes of wage schedule is dated from appointment to their classification and not length of service with Company. Persons in these categories must spend minimum of time in each grade according to the requirement: before being tested for reclassification.

Employees transferred in a technical position will receive the top rate of the classification upon successfully completing their exams.

NOTE 2: Technicians, Toolmakers or other persons, will, while on a shift not covered by a department supervisor or team leader receive \$1.00 per hour above their schedule rates, if assigned supervisor responsibility on that shift.

NOTE 3: A stock handler driving a single axle truck beyond a radius of twenty-five (25) kilometres from Midland will receive 7% premium above their schedule rate for those hours.

NOTE 4: Employee's writing technical exams shall be paid straight time hourly rate for the time prescribed for the test which will be after or before regular hours.

NOTE 5: Spray painters, while wearing pressurized painting suits, will receive fifty (\$0.50) cents per hour premium above the schedule rates for that shift.

NOTE 6: Toolmaker Apprentices will be compensated for hours worked as a percentage of the Toolmaker Grade 1 rate as follows:

On Hiring	50%
After 1 year	60%
After 2 years	70%
After 3 years	80%
Upon certification	100%

NOTE 7: Students will be paid at 75% of the scheduled rates.

NOTE 8: Employees requiring a DZ license for their job at Baytech will be reimbursed the difference between the cost of the DZ license and regular license

**APPENDIX “D”
LETTER OF INTENT**

In the event of termination resulting from a plant closure or relocation or a permanent closure of a department, an employee who has completed more than three (3) years of service and who is terminated, will receive a separation allowance based on his/her regular hourly rate as follows:

One (1) week of pay per year of service. Payment will be made within thirty **(30)** days unless otherwise agreed.

The Employment Standards Act, as updated from time to time, shall be used to determine the conditions and restrictions, except as referred to in this letter.

APPENDIX "E"
INJECTION DEPARTMENT - WEEK-END SHIFTS

The technicians, on a voluntary basis, work weekends under the following conditions:

1. "A Shift"

11 p.m. Thursday	7 a.m. Friday	8 hours
11 p.m. Friday	11 a.m. Saturday	12 hours
11 p.m. Saturday	11 a.m. Sunday	12 hours

"B Shift"

3 p.m. Friday	11 p.m. Friday	8 hours
11 a.m. Saturday	11 p.m. Saturday	12 hours
11 a.m. Sunday	11 p.m. Sunday	12 hours

2. Technicians are paid for forty (40) hours work each week with a 6% night shift premium for "A" shift and at a 2% premium for "B" shift (no Saturday or Sunday rates applicable). C.O.L.A. is paid for forty (40) hours. Supervision rates paid for twenty-four (24) hours per week.
3. Holidays for Technicians are to be given by eliminating the eight (8) hour Friday shift for that week.
4. There are no mould changes or setups required. The shifts run machines already setup with a view to obtaining the maximum number of parts. The Technician's responsibilities include considerable part quality checks to ensure that only good parts are produced.
5. The duration of this shift for technicians is no more than eight (8) consecutive weeks at one time.

Conditions of work for operators:

1. When two (2) twelve (12) hour shifts are worked they shall be as follows:

"A Shift"

11 p.m. Friday	11 a.m. Saturday	12 hours
11 p.m. Saturday	11 a.m. Sunday	12 hours

"B Shift"

11 a.m. Saturday	11 p.m. Saturday	12 hours
11 a.m. Sunday	11 p.m. Sunday	12 hours

2. The work week for employees who have seniority on a regular forty (40) hour shift, employed on these week-end shifts, will be thirty-two (32) hours consisting of two (2) twelve (12) hour weekend shifts and one (1) eight (8) hour shift. The eight (8) hour shift will be one (1) of the regular forty (40) hour shifts as determined by management on a call-in basis. During this shift the employee will work as an operator or any other reasonable required work.
3. The work week for employees who do not have seniority on a regular forty (40) hour shift, employed on these weekend shifts will be twenty-four (24) hours consisting of two (2) twelve (12) hour weekend shifts, or sixteen (16) hours, consisting of two (2) eight (8) hour shifts.
4. The operators are paid at their regular rates with a 6% night shift premium for "A" shift and at a 2% premium for "B" shift (no Saturday or Sunday rates will be applicable). and regular shift rates for the shift worked during the week.
5. An employee who is switching from any other shift to the weekend shift shall have at least twelve (12) hours off between the end of work on the other shift to the start of work on the weekend shift and the Company may assign employees to start at either 11 p.m. or 11 a.m. If the employee has not had at least twelve (12) hours off, he shall be paid at the overtime rate until twelve (12) hours have elapsed except where the employee so requests.

General

1. On each twelve (**12**) hour shift there will be:
 - one (1) fifteen (15) minute rest period (paid)
 - two (**2**) thirty (30) minute lunch periods (paid)
2. For purposes of building up seniority, each eight (**8**) hours worked will count as one (1) day, provided at least twenty-four (24) hours are worked on the weekend.
3. Company recognized holidays, if eligible under the provisions of the contract, will be paid at eight (**8**) hours.

Each shift will normally consist of one (1) technician, Grade 1 or 2, plus three (3) operators running four (4) machines.

REQUESTS FOR VACATIONS

Requests for the 3rd, 4th, 5th week of vacation will be handled through the employee's Supervisor as follows, **if** mutual consent between parties cannot be reached:

1. The Company may determine the number of employees who may be away from any classification/department at any one time.
2. Prior to April 1st, seniority will determine the vacation priority.
3. After March 31st, vacation priority will be determined on a first come basis.

In all cases acknowledgment of vacation requests will be given within five (5) scheduled shifts.

AGREEMENT ON POLICY

Policy for pay:

- (a) Shortage in wages will be corrected by issuing a cheque or if the amount is small, immediately advancing the estimated "NET PAY" out of Petty Cash funds. Any advance will be deducted from the next week's pay, at which time the shortage will also be corrected. In the event of an employee's oversight the shortage will be adjusted on the next pay.
- (b) Bank transfers will be initiated on Thursday of each week. When Monday is a statutory holiday the transfer will be initiated on Friday of that week. The Company will post notice of this at least two weeks prior to the Friday pay and attach individual notice to pay stubs at least one week prior to the Friday pay.

LETTER OF AGREEMENT

Re: Benefit Administration

There will be a Joint Benefits Committee. Management Representatives shall meet with the Union Representatives as required to discuss issues arising out of administration of the benefit plans.

LETTER OF AGREEMENT

Re: Spray Painting

For the term of this Agreement, to be entitled to bump into the Spray Painting department, an employee must have previously demonstrated his ability to satisfactorily perform in that department.

The Company shall notify employees that they have an opportunity to demonstrate their ability provided that they have signed up prior to four (4) months before a layoff notice. New employees shall have such opportunity after six (6) months of employment.

The employee shall be paid at straight time rates for time spent in such demonstration provided that if such time is outside of his regular working

hours it shall not be deemed to be hours worked for the purpose of overtime calculation.

The operation of this letter shall be reviewed every six (6) months.

LETTER OF UNDERSTANDING

The Union acknowledges that the Company may require a medical examination by a Company approved Doctor or Doctor of Chiropractic on hiring or transfers between departments.

LETTER OF UNDERSTANDING RE: PAY FOR UNION REPRESENTATIVES

The appropriate Union Representatives will be paid for regular scheduled working hours lost on the following business:

1. For negotiating meetings with management to a maximum of eight (8) hours per day.
2. For grievance or discipline meetings **as** in Article 6.06, and for all other meetings called by management.

If such a meeting takes place outside **an** employee's normal working hours he shall be paid at straight time rates but that time shall not be counted as hours worked.

EARLY RETIREE HEALTHCARE COVERAGE

An employee who retires early after at least fifteen (15) years service and age 60 shall be entitled to participate in the Company Healthcare Plan at their expense to age 65.

LETTER OF AGREEMENT

The parties hereby agree to jointly explore models of pay for skills. The purpose is to assess possible ways of more appropriately encouraging and rewarding individual initiative and effort.

LETTER OF AGREEMENT

The parties hereby agree to jointly work on a system for annual employee reviews. The purpose is to ensure that individuals are properly classified, feedback is given and individual future training and development is considered.

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LETTER OF AGREEMENT

Re: O.H.I.P.

If during the life of this Collective Agreement, the Ontario Government repeals the Employer Health Tax and enacts legislation permitting employers and employees to share the cost of health insurance premiums, it is agreed that the Company will pay the full cost of such premiums necessary to maintain the basic level of health insurance provided by the Employer Health Tax.

LETTER OF AGREEMENT

Re: Military Service

If an employee is conscripted to active Canadian Military service or required while on active reserves duty the employee will retain existing seniority for a period up to, but not exceeding the seniority before entering active military service. Upon release from military service, the Company will provide, to an employee who retains seniority, an employment opportunity if:

1. A job similar to the one vacated on conscription presently filled by a lesser seniority employee exists.

The employee is able and willing to perform the job.

LETTER OF UNDERSTANDING

The Company agrees, where practical and cost effective, to give preference to apparel made by Canadian, Union – Made suppliers.

LETTER OF UNDERSTANDING

In the interest of improving technical training and skills upgrading, the parties agree to meet to improve the process.

LETTER OF UNDERSTANDING “EARLY RETIREMENT BENEFIT”

An employee who retires early will see their Company pension as follows for ages:

Age 64	95% of regular pension
Age 63	90% of regular pension
Age 62	85% of regular pension
Age 61	80% of regular pension
Age 60	75% of regular pension

LETTER OF AGREEMENT

Volunteer fire-fighters will be paid 50% of lost wages for time missed from their regular scheduled **shift** when responding to a community emergency.

**RENEWED: LETTER OF UNDERSTANDING re: SELECTION
COMMITTEE**

(Agreed **upon** but will not be *in* the Collective Agreement)

**RENEWED: LETTER OF AGREEMENT re: WORKER'S
COMPENSATION**

(Agreed **upon** but will not be in the Collective Agreement)