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THIS AGREEMENT made and entered into this 16th day of
March, 1994.

B E T W E E N:

HALEY INDUSTRIES LIMITED

hereinafter called the "Company"

OF THE FIRST PART

- and -

**UNITED STEELWORKERS OF AMERICA
and its Local Union 4820**

hereinafter called the "Union"

OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT THE PARTIES
AGREE TO AS FOLLOWS:

ARTICLE I - PURPOSE

1.01 The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Company and the Union with respect to the bargaining unit as defined herein, to secure and promote the prompt disposition of grievances and the efficient operation of the Company business.

ARTICLE II - RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its office and clerical employees at its plant at Haley, Ontario, save and except

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supervisors, persons above the rank of supervisor and engineering and technical staff.

2.02 Wherever the female gender is used throughout this Agreement, it is agreed that the male gender is to be substituted whenever and wherever applicable.

ARTICLE III - RELATIONSHIP

3.01 There shall be no discrimination by the Company or the Union or any of its members against any employee by reason of being or not being a member of the Union or any employees' organization or because of ethnic origin, age, sex, religious creed or political belief, or performing her lawful Union activities within the terms of this Agreement. It is further agreed that there shall be no intimidation against any employee for any reason whatsoever.

3.02 The Union and the Company recognize that sexual harassment is an unlawful employment practice in violation of the Ontario Human Rights Code which defines it as:

"A course of vexatious comment or conduct or a sexual advance or solicitation that is known or ought reasonably to be known to be unwelcome perpetrated by a person's employer, someone acting for the employer, or a co-worker."

Complaints of alleged harassment by a member of the bargaining unit will be handled with all possible confidentiality by a joint committee consisting of the Local President and/or the Plant Chairman of the Union and the Plant Manager and/or the Human Resources Manager of the Company.

3.03 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Management.

3.04 The Company agrees to deduct from the wages paid to each employee bi-weekly union dues, fees and assessments as certified by the local union to be currently in effect in accordance with the Union's Constitution. Such deduction shall be made bi-weekly for all employees who have worked five (5) or more days in a month and shall be remitted, not later than the fifteenth (15th) of the month following the month in which deductions are made, to the International Treasurer with copies to the Financial Secretary of the local union.

3.05 No person shall be required, as a condition of employment, to become or remain a member of any Union or other employees' organization and no statements or representations to the contrary shall be made.

3.06 No employee shall solicit members, collect monies or engage in any Union activity during his working hours, or on Company time, save as expressly provided by this Agreement, nor shall any employee or Union official solicit members, collect monies, or engage in any Union activity on Company premises in such manner, place or time as to interfere with other employees during the working hours of the latter, save as expressly provided by this Agreement, nor shall the Union or any of its members hold meetings at any time on the Company premises except as permitted by the

Company, the place for such meetings to be designated by the Company.

ICLE [- REPRESENTATION

4.01 The Company agrees to recognize a Grievance Committee consisting of three (3) stewards, one (1) of whom shall be chairperson, elected by the Union. All members of the Grievance Committee and all stewards shall have at least three (3) months seniority status with the Company during their term of office. The chairperson and one (1) steward only may be involved with management with the processing of any grievance.

4.02 The Union will inform the Company in writing of the names of the stewards and members of the Grievance Committee and of any subsequent changes in the names of any steward or member of the Grievance Committee, The Company shall not be asked to recognize any steward or member of the Grievance Committee until such notification from the Union has been received.

4.03 A Negotiating Committee shall be comprised of the duly elected President of the Local and two (2) others selected or elected at large plus an alternate for the purposes of substitution. Employees so authorized to conduct negotiations shall be afforded the necessary time off, and on days of direct negotiations, prior to conciliation, with the Company without loss of basic pay.

ARTICLE V - MANAGEMENT RIGHTS

5.01 The Union recognizes and acknowledges that the management of the office and direction of the working force are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend, retire and to discipline or discharge any employee for just cause, provided that any claim by an employee who has acquired seniority may be the subject of a grievance and dealt with as herein before provided.
- (c) make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees. Company rules and regulations affecting employees will be posted on existing bulletin boards, with any new or amended rules and regulations becoming effective only after such posting.
- (d) determine the nature and kind of business conducted by the Company, the kinds and locations of equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the judgment of employee qualifications, the content of jobs, the schedules of operations, the number of employees to be employed, the extension, limitations, curtailment of cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.
- (e) The Company agrees to exercise its functions in a manner not inconsistent with the provisions of this Collective Agreement.

5.02 An employee, whose job is not in the bargaining unit, shall not work on any job which is included in the bargaining unit except for the purpose of instructing, training, experimentation or during emergencies or when qualified bargaining unit employees are

not available. This clause does not apply to students employed during the school vacation period.

ARTICLE I - GRIEVANCE 1 11 ARBITRATION

6.01 It is agreed that grievance work will be done in accordance with Item 6.02. If it is necessary for a steward or committeeperson to take time off during working hours to attend to such work, she will arrange with her supervisor to be off at a time which will least interfere with her work and will give the supervisor as much advance notice as possible. Stewards or committeepersons who are required to leave their departments in an investigation of a grievance shall receive permission from their immediate supervisor before leaving their department, and shall obtain permission of the supervisor of the department they wish to visit, before entering the department, and shall report back to their immediate supervisor before returning to work. The supervisor involved shall not withhold permission unreasonably.

6.02 If an employee has a grievance as to the interpretation, application or non-application or alleged violation of this Agreement, the matter may be taken up in the following manner, providing it is taken up within ten (10) full working days of the occurrence of the circumstances giving rise to the grievance.

6.03 Grievances dealing with safety and health will be dealt with as a third stage grievance. All other grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1: The aggrieved employee, in the presence of his or her shop steward, shall present her grievance orally or in writing to her supervisor. If a settlement satisfactory to the employee concerned is not reached within two (2) full working days (or any longer period which may be mutually agreed upon), the grievance may be presented as follows at anytime within two (2) full working days thereafter.

Step No. 2: The aggrieved employee shall, with her steward and chairperson, present her grievance (which shall be reduced to writing on a form supplied by the Union and approved by the Company) to the Department Manager, who shall consider it in the presence of the person or persons presenting same, and the supervisor, and render her decision in writing. Should no settlement satisfactory to the employee be reached within two (2) full working days, the next step in the grievance procedure may be taken at any time within two (2) full working days thereafter.

Step No. 3: The aggrieved employee may submit his or her grievance in writing to the Union Grievance Committee. The Union Grievance Committee shall meet within five (5) working days with the management to consider the grievance. At this stage, they may be accompanied by a representative of the International Organization.

6.04 If final settlement of the grievance is not completed within seven (7) working days after the meeting in Step No. 3 and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred

by either party to a Board of Arbitration, as provided in this Agreement, at any time within twenty-one days thereafter but not later.

6.05 The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union, and a third person to act as chairman chosen by the other two members of the Board.

6.06 Within seven (7) working days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

6.07 Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on a third person within seven (7) days of the notification mentioned in 6.06 above, the Minister of Labour for the Province of Ontario will be asked to nominate an impartial person to act as chairman.

6.08 The decision of a Board of Arbitration constituted in the above manner shall be binding on both parties.

6.09 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

6.10 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the chairman.

6.11 No person shall be selected as arbitrator who has been involved in attempts to negotiate or settle the grievance.

6.12 Any differences which arise directly between the Union and the Company concerning the interpretation, application or non-application, or violation of this Agreement, instead of following the procedure hereinbefore set out, may be submitted in writing by either of the parties to the other with opportunity to be provided within seven (7) working days for oral discussion between the officers of the Union and the management representatives designated for that purpose by the Company, Failing settlement within seven (7) working days of such first oral discussion, either the Company or the Union may give notice in writing requiring a meeting within seven (7) working days between such management representatives or such other senior officials of the Company as the Company may designate for this purpose and a representative of the International Union of the United Steelworkers of America accompanied, if she so desires, by a Grievance Committee to discuss the matter. The decision of the party to whom the matter was first submitted shall be given within seven (7) working days after such meeting.

6.13 In the event that any difference concerning the interpretation, application or non-application, or violation of this Agreement shall not have been satisfactorily settled under the foregoing provisions, the matter may then, by notice in writing given by one party to the other, within fifteen (15) working days from the giving of the decision of the management representative at

Stage Three, or the decision of the Company in the preceding paragraph, be referred to arbitration as hereinafter provided. If no decision be given within seven (7) working days' period allowed above, the notice of arbitration may be given within fifteen (15) working days after the expiry of such seven (7) working days period.

6.14 Where two or more employees in the same department have complaints which are sufficiently common in nature that they may be conveniently dealt with together, such complaints shall constitute a group grievance and shall be handled as follows:

A group grievance shall be presented at Stage Two by a minimum of two (2) employees, accompanied by the appropriate number of Stewards or Grievance Committeepersons.

A grievance affecting the entire department, or the plant as a whole, may be taken up by the Union at Stage Three of the Grievance Procedure. If a satisfactory solution is not reached, the matter may be processed, including arbitration.

Grievances processed under this section shall comply with the time limits set out above.

6.15 Time Limits - Saturday, Sunday and holidays shall not be counted in determining the time within which any action is to be taken in each of the foregoing stages. Any and all time limits fixed by this Article may at any time, be extended by agreement in writing between the Company and the Union.

6.16 It is understood and agreed that the provisions of Section 6.14 of this Agreement may not be used by the Union to process the grievances of individual employees.

6.17 Notwithstanding the foregoing provisions, it is agreed that an employee grievance alleging unjust discipline or discharge may be referred to a single arbitrator selected by the parties. The provisions of this Agreement relating to the powers of a Board of Arbitration shall apply to a single arbitrator. The parties acknowledge and recognize the existence of the provisions of Section 45 of The Ontario Labour Relations Act.

ARTICLE VII - DISCHARGE CASES AND SPECIAL CASES

7.01 In the event of an employee, who has attained seniority, being discharged or suspended from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

7.02 A claim by an employee, who has attained seniority, that she has been unjustly discharged or suspended from her employment shall be treated as a grievance if a written statement of such grievance, signed by the employee, is lodged with the Supervisor within five (5) working days after the employee is notified of her discharge or suspension. All preliminary steps of the grievance procedure prior to Step No. 3 will be omitted in such cases.

7.03 Such special grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee in her former position with full compensation for time lost, or by any other arrangement which is just and equitable in

the opinion of the conferring parties or of the Board of Arbitration, as the case may be.

7.04 An employee who has been discharged or immediately suspended shall be permitted to discuss such discharge or suspension with the Local Union Chairperson before leaving the Company office for a period of time not to exceed one (1) hour.

7.05 When an employee is being disciplined either orally or in writing and such discipline is to be recorded on her file, it shall be done in the presence of her department steward or some other Union official if the steward is not immediately available.

7.06 It is agreed that any written warning or reprimand shall be removed from an employee's record after a period of six (6) months. It is further agreed that any suspension shall be removed from an employee's record after a period of twelve (12) months.

ARTICLE VIII - NO [KES - NO LOCKOUTS

8.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strike, picketing, slowdown, or stoppage of work either complete or partial, and the Company agrees that there will be no lockout.

ARTICLE IX - WAGES

9.01 Appendix "B", headed Classifications & Wages, attached hereto, is hereby made a part of this Agreement.

9.02 It is recognized that during the term of this Agreement, changing conditions or circumstances or the more effective operation of the business may from time to time cause the Company to add new jobs, eliminate existing jobs, or adjust, modify, combine, or consolidate existing jobs. In the event a new job is added, the Company will determine the appropriate job title and rate applicable to the job. If the Company concludes that any adjustment, modification, combination, or consolidation of an existing job justifies a change in the job title or rate of the job, the Company will determine the appropriate job title and rate applicable to the job as revised.

9.03 The procedure in Section 9.02 above having been followed by the Company, job title, and rate for the new or revised job will be discussed with the Union, and a sincere effort made to arrive at an agreement. If agreement is not reached, the job title and the rate prepared by the Company shall be put into effect.

9.04 If, after a period of thirty (30) days, or such longer period as may be agreed upon by the Company and the Union, the Union claims any inequity with respect to the job class, job title, or base rate assigned the job by the Company, the Union may initiate a grievance alleging such inequity. In considering any such grievance, the parties and the Board of Arbitration, if the matter is referred to arbitration, shall determine the issue by a

comparison of the rate for the new or revised job with rates paid at the plant for other jobs requiring similar skills.

9.05 Any settlement reached by the parties, or directed by an Arbitration Board, shall be effective as of the date the duties of the new or revised job were first performed.

9.06 Employees shall be paid on an hourly basis for time actually worked except for unworked time specifically covered by other Sections of this Agreement.

ARTICLE X - HOURS OF WORK AND OVERTIME

10.01 The following sections and paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

10.02 The regular work week varies with individual classifications and are set out in Appendix "B" to this Agreement. These hours include a ten (10) minute paid rest period in the forenoon and a paid ten (10) minute rest period in the afternoon and exclude an unpaid lunch break.

10.03 Time and one-half the employee's hourly rate shall be paid for all work performed in excess of the employee's regular work day and for all work performed on Saturday. Double the employee's hourly rate shall be paid for all work performed on Sunday. Upon an employee's written request on the designated form, filed not later than 4:00 p.m. on Monday of the pay week, the employee will be permitted to bank time as overtime hours to be taken in the future as time off at straight time, in lieu of

overtime pay at the applicable premium rate. Once banked for the purpose of future time off, the employee shall not be entitled to be paid the wages in lieu of time off.

10.04 The Company agrees so far as possible, to avoid scheduling overtime work on the day of the Union's regular monthly membership meeting.

10.05 Any employee who has completed her shift and has left the Company's premises and is then recalled to work extra time shall be paid time and one-half for the extra hours worked, and will receive not less than the equivalent of four (4) hours pay at the employee's regular rate of pay.

10.06 If an employee reports for work by addressing herself to her supervisor, or failing that, to a management representative, without having been previously notified not to report, she shall be given at least four (4) hours pay at her normal rate. This shall not apply to an employee, who is returning to work, after an absence without leave, or who, if on leave, failed to report for work on her regular work period immediately following the termination of her authorized leave of absence, or, if work is not available, for any cause beyond the control of the Company.

10.07 The Company agrees to pay supper allowance of five dollars (\$5.00) to employees who work two (2) hours or more overtime beyond the employee's daily shift, The Company shall furnish transportation home if necessary.

10.08 Upon an employee's written request on the designated form, filed not later than 4:00 p.m. on Monday of the pay week, the

Company will hold in trust that portion of the employee's wages as designated by the employee. Upon the employee's written request on the designated form, filed in the same manner, the Company shall pay to the employee, that portion of the employee's wages held in trust as is designated by the employee. In all cases, the monies designated to be held or paid out shall be in multiples of at least \$25.00 and not more than one (1) transaction shall occur in a pay period except under extenuating circumstances.

10.09 Overtime is on a voluntary basis and the opportunity to share overtime will be equally available to those employees normally performing the work. However, it is understood that management reserves the right to assign required overtime work to the junior employee(s) qualified to perform the work where the Company's efforts to obtain senior qualified volunteers have failed. In determining equal sharing of overtime, the senior employee refusing an overtime assignment shall be charged with the overtime as if worked and to the same extent as the junior employee working the assignment. It is also understood that the Company shall not be required to distribute overtime with any mathematical accuracy over any given period. Rosters showing the distribution of overtime shall be kept with personnel and be available at the Union's request. The rosters shall show the accumulated number of overtime hours worked and/or charged to each employee.

ARTICLE XI - VACATIONS WITH PAY

11.01 Employees with less than one year's continuous service shall be granted vacations in accordance with the Employment Standards Act of Ontario,

Employees with one (1) year's continuous service will be granted two (2) weeks' vacation with pay.

Employees who have five (5) or more, but less than nine (9) years of continuous service will be granted three (3) weeks' vacation with pay. Employees who have had nine (9) or more years continuous service but less than sixteen (16) will be granted four (4) weeks' vacation with pay. Employees who have had sixteen (16) or more years of continuous service will be granted five (5) weeks' vacation with pay.

The payment of two (2) weeks' vacation will be based on four percent (4%), for three (3) weeks' vacation on six percent (6%), for four (4) weeks' vacation on eight percent (8%), for five (5) weeks' vacation on ten percent (10%), and for six (6) weeks' vacation on 12% respectively of such employee's total earnings in the twelve-months period immediately preceding June 30th.

Employees will be provided with a statement of earnings prior to receiving their vacation pay.

If a paid holiday falls within an employee's approved vacation period, the employee will be allowed an extra day off with pay at a time convenient to the employee and to the Company, providing the employee otherwise qualifies for payment for the holiday.

It is agreed that the annual vacation shutdown, where business conditions permit, will be the last week of July and the

first week of August. If the Company deems it necessary to change the vacation period, the Union will be notified at least three (3) months in advance.

11.02 Employees entitled to vacation with pay must take their vacation during the vacation year. The vacation year will be as currently exists for individual employees. It is further agreed that a vacation bonus of \$50.00 will be paid to each employee for each full calendar week of vacation taken between January 1st and April 30th in the vacation year.

11.03 Employees who have twenty (20) or more years of continuous service on or after ratification of this Agreement shall be entitled to one (1) additional day's vacation for each year of service in excess of twenty (20) years to a maximum of five (5) days.

ARTICLE XII - PAID HOLIDAYS

12.01 The following twelve (12) statutory holidays are considered paid holidays for those employees who have completed more than thirty (30) continuous calendar days in the employ of the Company.

New Year's Day	Thanksgiving Day
Good Friday	Day before Christmas Day
Victoria Day	Christmas Day
July 1st	Boxing Day
Labour Day	Day before New Year's Day
Armistice Day	Floater Day

If any of the above holidays falls on a Saturday or a Sunday, they will be recognized and paid for either on the Friday

or Monday, after consultation with the Union and two (2) weeks' notice.

An employee shall make a written request to the Company at least three (3) weeks in advance of the day to be taken as her Floater holiday and shall be subject to the agreement of the Company.

12.02 The amount paid to the employee will be equivalent to the number of hours she would have regularly worked on multiplied by her normal hourly rate provided she works her last scheduled shift prior to, and her next scheduled shift after, such holiday. In order to qualify for payment of a holiday, the employee must have performed work for the Company within the two (2) calendar weeks prior to or within the two (2) calendar weeks following the holiday.

12.03 It is understood that an employee required to work during any of the above holidays will, in addition to her holiday pay, be paid at time and one-half her hourly rate,

ARTICLE XIII - SENIORITY

13.01 Seniority will be determined by the employee's length of continuous service in the bargaining unit. New employees in the service of the Company who have put in a period of up to ninety (90) days of actual work, will be considered as probationary, and will have no seniority during this period of up to ninety (90) days of actual work, At this time they will be considered as regular employees, and their seniority will date from the day they were employed. The termination of a probationary employee shall be deemed to have been for just cause.

13.02 An employee shall accumulate seniority under any of the following conditions:

- (a) while she is at work for the Company, after she has completed her probationary period as set out in Article 13.01;
- (b) during any period when she is prevented from performing her work for the Company by reason of injury arising out of and in the course of her employment for the Company and for which she is receiving compensation under the provisions of the Workers' Compensation Act;
- (c) during any absence due to non-occupational illness, accident, layoff or written leave of absence in accordance with Article 13.03 (c).

13.03 Seniority and employment shall terminate when an employee:

- (a) quits for any reason;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is laid off by the Company for a period exceeding twelve months if he has two (2) years or less seniority; or is laid off for a period exceeding twenty-four months if he has more than two (2) years seniority; or is laid off for a period exceeding forty-eight months if he has more than two (2) years seniority and the layoff occurs during the life of this collective agreement.
- (d) fails to report for work within ten (10) working days after being notified by the Company by registered mail, personal service or delivery to her home following a layoff, or fails to inform the Company within three (3) working days of recall that she will report for work;
- (e) works for some other employer while on leave of absence from his work, except when the Company approves such other employment.
- (f) has been absent from work for more than three (3) consecutive working days without notifying

the Company and providing an explanation satisfactory to the Company for her absence.

13.04 In all cases of promotion, demotion and transfers to higher paid jobs or better jobs with equal pay within the bargaining unit, the following factors shall be considered:

- (a) seniority;
- (b) skill and ability.

Where the employee possesses the above minimum requirements, seniority shall govern.

The successful candidate will **be** given a minimum of ten (10) working days up to thirty (30) working days for familiarization and the opportunity to demonstrate his/her skill and ability to perform the job. During this period the Company shall assess the employee's ability to perform and the employee shall determine if he wishes to remain in the job. If after the trial period the employee is returned to his job, he will be returned to his former job, and all subsequent employees will be returned to their former job(s).

When management decides that the work force in the bargaining unit is to be reduced, the Unit Chairperson of the Union shall, after reduction in forces continues to the point where he or she would otherwise be laid off, be retained at work provided he or **she** can immediately perform the work required without trial or training. Where it is not possible to retain the Unit Chairperson, the Union shall have the right to designate an alternate Chairperson from the employees retained. The intent of this provision is to retain **in** active employment a Unit Chairperson for the purpose of maintaining

continuity in the administration of the collective agreement in the interest of all employees as long as the work force is maintained.

13.05 An employee's reinstatement after sick leave will be conditional on her supplying, when requested, a certificate from a physician that she is recovered from the sickness which caused her absence.

13.06 Seniority lists will be maintained on a current basis and revised at least every three (3) months. A copy of the list will be posted on the bulletin board and a copy given to the Chairperson of the Union.

13.07 It is the employee's responsibility to keep the Company informed of her current address, and telephone number at which she can be reached.

13.08 An employee who is unable to work because of sickness or other legitimate reason, shall notify the Company as soon as possible and in any event within one (1) hour after the start of her shift, unless there are extenuating circumstances making it impossible to report within the hour. Such circumstances must be explained to the satisfaction of the Company.

13.09 It is agreed that employees who are to be laid off shall receive three (3) days notice of layoff or three (3) days pay in lieu thereof. It is further agreed that any such layoffs shall take place on a Friday.

13.10 An employee who is transferred to a position outside the bargaining unit, who is transferred back to the bargaining unit within sixty days, shall on his/her return, be credited with the

seniority which he/she held at the time of his/her exit, plus the time spent outside the bargaining unit. All current staff as at March 10, 1992, are deemed to have expired this sixty day period, and therefore retain no seniority.

13.11 In the event of layoff for lack of work, the least senior employee shall be laid off first, and the most recently laid off employee shall be the first recalled; excepts for RNA and those classifications that have been mutually agreed requiring four (4) or more learner periods where the employee must be qualified to perform the work.

ARTICLE XIV - JOB POSTING

14.01 When any of the jobs in the bargaining unit or any new jobs created under 9.02 above becomes vacant on a permanent basis, the Company will post a notice of the vacancy for a period of three (3) working days on the bulletin board. The notice will contain the job title, and the rate of pay. An employee who wishes to be considered for the position so posted, shall signify her desire by submitting an application in writing to the Industrial Relations Manager within three (3) working days of the posting of the notice. Any employee off work due to illness or injury will be provided with a form, upon request, allowing him or her to express an interest in selective job postings which may occur during their absence. Should such a posting become available, the Company will contact the employee by phone allowing him the opportunity to apply for the selective postings indicated on the form submitted by the employee and arising after the Company's receipt of the form.

14.02 In filling the vacancy, the Company shall consider the following factors:

- (a) seniority; and
- (b) skill and ability.

Where the employee possesses the above minimum requirements, seniority shall govern.

14.03 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job on the same or lower classification for six (6) months from the date of her successful bid except with the Company's permission.

14.04 Only the original vacancy and the first resulting vacancy shall be posted and all vacancies which may occur as a result of having filled the original vacancy shall be filled in accordance with the provisions of **14.02**.

14.05 Any job which is vacant because of illness, accident, vacation or leave of absence, shall not be deemed to be vacant for the purposes of this Article. Such vacancy may be filled by a temporary transfer under the provisions of Article 15, and management shall make its best efforts to fill such vacancy in accordance with Article 14.02 subject to the efficient operations of the office.

ARTICLE XV - TEMPORARY TRANSFERS

15.01 Any employee who, for the convenience of the Company, is temporarily transferred to another job for which the rate of pay is different from that in effect for such employee's regular job, shall be paid the higher rate while so employed.

15.02 Any employee who, for the convenience and benefit of the employee, is temporarily transferred to another job instead of being laid off due to lack of work, breakdown of machinery, or other like cause, shall be paid the rate for the job to which she is transferred while so employed.

ARTICLE XVI - LEAVE OF ABSENCE

16.01 The Company may grant leave of absence if an employee requests it in writing from the management, and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the office.

16.02 Leaves of absence without pay to attend Union conventions, conferences and educational seminars may be granted to not more than two (2) employees, provided such leave does not unreasonably interfere with the efficient operations of the office. Application for such leave of absence shall be made by the Union in writing at least two (2) weeks prior to the requested leave.

16.03 The Company shall grant one (1) employee a leave of absence without pay of not more than one (1) year for full time Union business, provided the employee has requested such leave in writing and the Union has approved the request.

16.04 Within five years of the date an employee would be entitled to normal retirement and upon the employee's written application setting out the commencement and end of a leave, the Company shall grant a one time only leave of absence for up to twelve (12) consecutive months for pre-retirement planning without pay or benefits and without loss of seniority. An employee who

fails to return to active employment upon the expiry of the approved leave shall be deemed to have quit for all purposes. Any employee may continue his benefits for this period by paying the appropriate premiums through the Company at the group rate with the exception of weekly indemnity benefits and long term disability.

ARTICLE XVII - BULLETIN BOARDS

17.01 The Company shall provide a bulletin board which may be used by the Union for posting notices of Union meetings, Union appointments, the results of Union elections and similar matters of interest to Union members. No notice shall be posted on such bulletin board without first receiving the approval of the Personnel Manager. Such boards will be located in each break room.

ARTICLE XVIII - BEREAVEMENT LEAVE

18.01 In the event of the death of a member of an employee's family, the employee, provided she has completed her probationary period, will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work up to a maximum of three (3) days for the purposes of making funeral arrangements or attend the funeral. The term "a member of the employee's family" means: mother, father, spouse, children, brother, sister, parents-in-law, daughter-in-law and son-in-law.

18.02 A bereavement leave of one (1) day shall be granted as above in case of the death of a brother-in-law, sister-in-law or a grandparent.

ARTICLE XIX - JURY DUTY & CROWN WITNESS LEAVE

19.01 An employee required to serve on a legally constituted jury or subpoenaed as a Crown witness during a period when she would otherwise be scheduled to work for the Company shall be paid the wages she would have received during this period, computed on the basis of her regular number of straight time hours and the then current rate of pay. Such employee will notify the Company of the requirement to attend the Court and shall furnish adequate proof of the amount of pay received, which shall be deducted from her next pay cheque. The Company will not require the employee to work any other than her regularly scheduled hours while on jury duty, or Crown witness, but may require an employee excused from jury duty or Crown witness to complete the balance of her regular shift.

ARTICLE XX - SAFETY AND HEALTH

20.01 The Company recognizes its obligations under the Occupational Health and Safety Act of Ontario.

20.02 The parties agree to establish a Safety Committee comprised of one (1) employee from the Bargaining Unit and one (1) member of management. The Committee shall meet once every three (3) months during working hours without loss of basic pay, provided an agenda has been prepared at least two (2) weeks in advance of the meeting, and exchanged with the other member of the Committee. Tours of the office shall be made in conjunction with general meetings of the Committee. Additional meeting may be held at the request of either member of the Committee.

20.03 Employees who are injured on Company premises and are sent home or to doctor, or to the hospital, by the Company because of such injury shall receive pay at their normal rate for the balance of the shift on which the injury occurred.

20.04 Where an employee covered by this Agreement is assigned to work in an area of the plant where the wearing of safety boots and glasses are mandatory, the same allowances will be made as are provided for production workers in the plant.

20.05 The Company agrees to continue to supply five (5) uniforms per year to the plant nurse.

ARTICLE XXI - HEALTH AND WELFARE

21.01 Subject to the provisions of this section, the Company agrees to pay one hundred (100%) percent of the premium cost of the existing benefit plans for employees in service as follows:

(a) Major Medical Plan covering the following:

1) weekly indemnity on a 1-1-8-15 basis. 2) The Company will continue to administer its present policy of wage continuance while an employee is off on sick leave. 3) The Company will eliminate the pay direct drug card subject to suitable employee credit arrangements being made with at least 1 drug store in each of Renfrew, Pembroke, Shawville and Cobden/Eganville.

(b) Group Life and Accidental Death and Dismemberment Insurance to a maximum of two times annual earnings as defined in the Policy;

(c) Basic Dental Plan(one year drag). Maintain 1 (one) year gap from current O.D.A. Schedule in each year of agreement;

(d) The pension benefits accruing to each employee shall be continued through the introduction of a new plan for this bargaining unit.

21.02 The Long Term Disability Plan presently in force shall be continued with premiums payable by employees through payroll deductions.

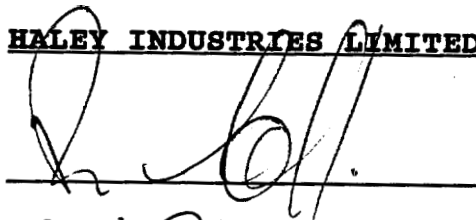
ARTICLE XXII - FULL STATEMENT OF RELATIONSHIP

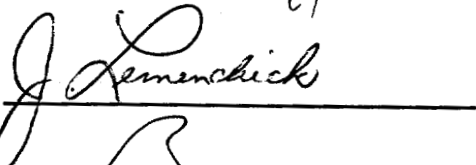
22.01 This Agreement shall be regarded as a complete and full statement of the relationship between the Company and the Union.

ARTICLE XXIII - TERMINATION

23.01 This Agreement shall become effective on the 16th day of March, 1994 and shall remain in full force and effect until the 15th day of March, 1996.

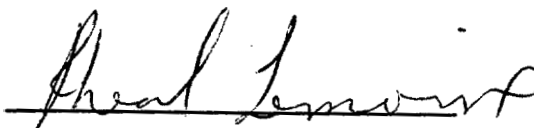
HALEY INDUSTRIES LIMITED



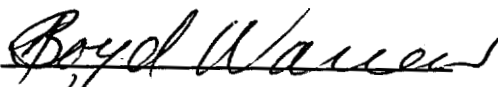




**UNITED STEELWORKERS OF
AMERICA and its Local
Union 4820**









APPENDIX "A"

ATHLETIC ASSOCIATION

The Company agrees to deduct from the pay of employees who are members of the Athletic Association the sum of three dollars (\$3.00) per month on the written authorization of such employees and remit such deductions to the Joint Athletic Association.

OFFICE AND CLERICAL

APPENDIX "B"

CLASSIFICATIONS & WAGES

Hrs/Yr	Job Title	March 16 1994	L.P.
2015	Receptionist	10.75	2
1885	Prod. Control Clerk Quality Clerk Office Clerk Purchasing Clerk	11.46	3
1885	Computer Operator I Computer Operator II Sales Clerk Accounts Receivable Accounts Payable	12.50	3 4 3 3 3
2080	Nurse	12.38	RNA
1885	Costing Clerk	17.16	4
1885	Accounting Clerk	19.30	5
2080	Internal Sales Rep. Estimator	19.77	6
2080	Janitor	11.00	1

Notes:

- (1) Each learner period shall be of six (6) months duration.
- (2) Each increment shall be three percent (3%) of the top classification rate.

OFFICE AND CLERICAL

EXPLANATORY NOTES TO APPENDIX "B"

1. The following employees remain red circled until catch up to Appendix "B" rates but with lump sum payments during life of the collective agreement as set out below, in addition to their current actual rate of pay:

Effective Date	March 16, 1994*
	\$

Don C. Smith	\$3,331.00
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- * Payable in quarterly instalments equal to one-quarter of the lump sum.
2. During the term of the agreement, to the extent that the COLA formula in the Production and Maintenance unit generates an increase, the same increase and form of payment shall apply to those rates in Appendix "B", except for that employee named in Paragraph 1 above.
3. \$100.00 lump sum payment at 1994 and 1995 summer shutdown.

OFFICE AND CLERICAL

CONTRACTING OUT

The Company agrees that it will not contract out work normally performed by Members of the Bargaining Unit to the extent that it results in the layoff or displacement of Members of the Bargaining Unit.



COMPANY
COMPAGNIE



UNION
SYNDICAT

PHONED FOR AGREEMENT/
APPEL POUR CONVENTION
COLLECTIVE

DATE: *May 5/95*

CONTACT: *Murray Brown*

PHONE #:
TELEPHONE #: *613-432 8841*

COMMENTS :
COMMENTAIRES:

Will send a copy

SURVEYED BY:
CONTACTE PAR:

Lezore

FILE #:

DE DOSSIER: *09371(02)*