

Collective Agreement

Between



Collins & Aikman Plastics, Ltd.

Stratford, Ontario

And

United Steelworkers of America

Sunday, November 22, 1998

to

Saturday, October 27, 2001

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Article 1 - Purpose

1.01 The purpose of this agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and fair disposition of grievances, to eliminate interruptions of work and to promote the efficient operation of the Company's operations.

Article 2 - Recognition

2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of the Company employed in the City of Stratford, (inclusive of travel outside the City of Stratford on Company business), save and except foremen and persons above the rank of foreman, office, clerical and sales staff, persons regularly employed for not more than 24 hours per week.

2.02 Supervisors and any other non-bargaining unit personnel will not perform work which is normally done by employees of the bargaining unit except:

- (a) In cases of emergency, i.e. an unplanned event, which will endanger employees, equipment, or product.
- (b) When giving initial instructions to new employees in their department.
- (c) When performing development work on a piece of equipment or product that is not a part of the regular production process.
- (d) In the event of unexpected absenteeism and trained bargaining unit employees are not available.

It is understood that, as a result of (a), (b), (c), or (d) bargaining unit employees will not be displaced from their jobs, or otherwise prevented from doing this bargaining unit work.

2.03 It is agreed that the Company may hire students during the school vacation period from April to September inclusive. Students hired during this period shall be identified as student employees. All provisions of the agreement apply to students except for Article 10 (Seniority), Article 19 (Benefits) and Article 18 (Regular Straight Time Hourly Rate). Students shall stay at a flat rate of \$10.00/hour for the duration of their employment from April to September. The dismissal of a student employee shall not be the subject of a grievance and no arbitrator shall have jurisdiction to interfere with or substitute his opinion for a decision made by the company to dismiss a student employee. Students will not be hired to perform bargaining unit work while any employee with seniority is on layoff.

Article 3 - Management Rights

3.01 The Union recognizes that the management of the business and the direction of the working forces 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, discipline and efficiency;

- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees subject to the right of employees with seniority to grieve to the extent and manner provided herein if the provisions of this agreement are violated in the exercise of these rights;
- (c) make, and enforce and alter from time to time, rules and regulations to be observed by the employees provided such rules are not unreasonable or inconsistent with the provisions of this agreement.

Article 4 - Union Security

4.01 All employees shall, as a condition of employment, be members of the Union and shall maintain such membership in good standing. All new employees shall, at the commencement of their employment, have deducted from their pay the initiation fees required by the Union in accordance with its constitution.

4.02 All employees shall have deducted from their regular pay union dues as set forth in the Union constitution. Such deductions shall be made by the Company and the dues so deducted shall be remitted to the International Treasurer of the Union no later than the 15th day of the month following the month for which deductions are made.

4.03 The monthly dues remittances shall be accompanied by a list of employees from whom deductions were made. Such list will also list employees from whom no deductions are made and the reasons why. The information provided will be on forms supplied to the Company by the International Union.

4.04 The Company shall indicate the amount of Union dues deducted on the employees' T4 slips.

Article 5 - Union Representation

5.01 The company recognizes the right of the Union to appoint one shop steward for each twenty-five (25) members or major portion thereof.

5.02 The Union acknowledges that shop stewards have regular duties to perform on behalf of the Company and that he will not leave his work to assist an employee in presenting a grievance without first obtaining permission from his immediate supervisor. Permission to leave work for purposes of assisting an employee in presenting a grievance will not be unreasonably withheld.

5.03 A steward shall not suffer any loss of pay for all time necessarily spent in assisting employees in presenting grievances.

5.04 The Company will pay Union Committee members (at the appropriate rate) for time spent in meetings with the Company in the execution of their duties under the terms of this Collective Agreement.

5.05 The employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership.

Such interviewing will take place on a group basis during the orientation program for employees.

5.06 Union Office - Collins and Aikman Plastics, Ltd. agrees to provide a suitable office facility to the United Steelworkers of America, Local 6720 within the facilities located at 291 Griffith Road, Stratford, Ontario.

5.07 This office facility will be ready for use by the designated Union representatives within six (6) months after ratification of this Agreement.

5.08 It is further understood by both parties that this facility is solely to be used to conduct legitimate Union business. The Union will be responsible to equip this facility with appropriate office furniture. The Company will provide a telephone and extension number for the office. The Union will be responsible for telephone charges other than local calls.

5.09 Paid Representation Time - The Company agrees to provide the President of the Local Union, or the designated replacement in absence of the President, with up to five (5) hours per week to conduct in plant legitimate Union business that is not a part of the normal representation process. It is understood that the five (5) hours will be reasonably spread out over the workweek. If, due to special circumstances additional time is required, the President will meet with the Human Resources Manager and they will attempt to work out an equitable solution.

Article 6 – Strike and Lockout

6.01 The Company agrees that there will be no lockout of employees and the Union agrees that there will be no strike of the employees during the life of this agreement.

6.02 The Union agrees that its officers, agents and representatives will not condone or cause or encourage any strike, including any slowdown, or any other concerted activity designed to restrict or interfere with the operation or business of the Company.

Article 7 - Grievance Procedure

7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has given his foreman an opportunity of adjusting his complaint. Such complaint shall be discussed (the employee may request the assistance of a steward) with his foreman within five calendar days after the circumstances giving rise to the complaint has occurred and failing settlement, it may then be taken up as a grievance within seven calendar days following advice of the foreman's decision, in the following manner and sequence:

STEP NO. 1

The employee, assisted by a steward if he so desires, may submit a written grievance to his foreman. The nature of the grievance and the remedy sought shall be set out in the grievance.

The foreman will deliver his decision in writing within three calendar days following the day on which the grievance is presented to him. Failing settlement at Step No. 1 then:

STEP NO. 2

Within seven calendar days following the decision under Step No. 1, the Union may submit the written grievance to the Plant Manager or his designated representative.

The Union and the Company shall meet to discuss a grievance at Step No. 2, at a mutually agreeable time and place. Such meeting shall take place within 14 calendar days from the date the Plant Manager receives the grievance. A staff representative of the Union may be present at such meeting together with a Union steward. The response of the Company will be given within five working days of such meeting.

7.02 A complaint or grievance arising directly between the Company and the Union concerning the interpretation or alleged violation of this agreement (which would not normally be grieved by an individual employee) shall be originated under Step No. 2. In order to avoid duplication of grievances, the Union may initiate a grievance at Step No. 2 of the grievance procedure on behalf of a group of employees where the subject matter of the complaint is common to all employees and individual grievances are not appropriate. Failing settlement under Step No. 2 within 30 calendar days, it may be submitted to arbitration in accordance with Article 8.

7.03 Where no answer is given within the limits specified in the grievance procedure, the employees concerned, the Union and the Company shall be entitled to submit the grievance to the next step in the grievance procedure or to arbitration as the case may be.

7.04 Where the parties come to an impasse in the grievance procedure, by mutual consent, they may submit the grievance to a Grievance Mediation Officer and jointly bear the fees incurred.

Article 8 – Arbitration

8.01 Failing settlement under the grievance procedure of a grievance arising from the interpretation, application or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration.

8.02 A written request for arbitration must be received within 30 calendar days after the decision in Step No. 2 of the grievance procedure is given. If no written request for arbitration is received within 30 calendar days after the decision in Step No. 2 is given, it shall be deemed settled and not eligible for arbitration.

8.03 If the Company or the Union requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this agreement and at the same time, propose the name of an acceptable arbitrator. Within seven calendar days thereafter, the other party shall agree to an arbitrator proposed or notify the other party of the name or names of arbitrators agreeable to it. If the parties are unable to agree on an arbitrator, they may then request the Minister of Labour for the Province of Ontario to appoint an arbitrator.

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

8.05 The Arbitrator shall not have jurisdiction to amend or add to any of the provisions of the agreement or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement.

8.06 The decision of the Arbitrator will be final and binding upon the parties. The parties will jointly bear the fees and expenses of the Arbitrator.

Article 9 - Discipline or Discharge

9.01 Employees who have successfully completed their probationary period shall not be discharged except for just cause.

9.02 (a) A grievance by an employee who has completed his probationary period that he has been unjustly discharged shall be commenced at Step 2 of the Grievance Procedure. The employee shall grieve within seven calendar days of the date of his discharge.

(b) When an employee is disciplined, a union steward shall be present and will receive a copy of the discipline.

(c) When an employee is suspended or discharged, the President or Vice President shall be present, if possible, or in his absence, the Steward of the shift shall be present. A copy of the discipline will be given to the Union Representative at the time, and a copy shall be sent to the Union's Area Office.

9.03 The Company agrees to notify the Union in writing of any discharge. Such notification will be in writing to the Chief Steward and by registered mail directed to the attention of the Staff Representative of the Union. Failure to provide notification will not invalidate the discharge.

9.04 Where an employee is required to meet with a supervisor for a disciplinary matter, or discussion of a matter that may lead to discipline, or to discuss the employee's rights under the collective agreement, the supervisor will insure a Union steward is present prior to any discussion of the matter with the employee.

9.05 Any notice of disciplinary action or any notation regarding possible infractions of Plant Rules or Health & Safety Rules, which is intended to form part of the employee's personnel record shall be given in writing, within ten (10) calendar days from the date the Employer became aware of the infraction, with a copy to the Union.

9.06 In administering any disciplinary action, the Company will not rely on any warning in an employee's record that does not have the signature of a Union representative, or any discipline in an employee's record that is twenty-four (24) months old.

Article 10 – Seniority

10.01 Seniority is defined as the length of service with the employer since date of last hire.

10.02 An employee will be considered on probation and will not be subject to the seniority provisions of this agreement, nor shall their name be placed on the seniority list until after they have sixty (60) days worked within a period of twelve (12) months. An employee shall be entitled to aggregate successive periods of employment in any twelve (12) month period for the purposes of calculating the sixty (60) working days probationary period. Upon successful completion of such probationary period, the employee's name shall be placed on the seniority list with seniority dating from the date the employee was last hired by the Company. The dismissal of a probationary employee shall not be the subject of a grievance and no

arbitrator shall have jurisdiction to interfere with or substitute their opinion for a decision made by the Company to dismiss a probationary employee.

10.03(a) A seniority list shall be posted every six months. After such posting, the list shall become final with respect to the employees designated thereon except as to any employee who has disputed the accuracy of his seniority date within four weeks of the posting, in which case it will be subject to adjustment, if established to be accurate.

(b) Each December the Company will issue a seniority list to the Union containing the employee's address.

10.04 In the event of a lay-off resulting from a shortage in available work and for purposes of recall, seniority shall govern provided the employee has the skill, ability, qualifications and physical capacity to perform the available work.

In all cases of layoff, the Local Union President, Vice President, Recording Secretary, Financial Secretary, and Treasurer shall be retained as long as they are capable of performing available work.

Any dispute with respect to the application of these provisions shall be subject to the grievance procedure.

Seniority for Skilled Trades employees shall be governed by the provisions of Article 21.

10.05 A person shall lose all seniority and shall be deemed to have terminated employment with the Company if he:

(a) voluntarily quits the employ of the company;

(b) is discharged and such discharge is not reversed through the Grievance Procedure.

(c) fails to notify the Company that he will report for work within five working days following a lay-off after being notified by the Company to report for work by Registered Mail to his last known address on the Company file or subsequently fails to report for work within five (5) days after being notified to report for work;

(d) is absent three consecutive working days without notifying the Company unless a satisfactory reason is given;

(e) fails to return to work upon the termination of an authorized leave of absence unless a satisfactory reason is given or utilized a leave of absence for purposes other than those for which a leave of absence was granted; or

(f) is absent due to lay-off of;

(i) more than six months for employees with less than six months seniority.

(ii) time equal to their seniority for employees with six months to twelve months seniority.

(iii) one year for employees with twelve months to twenty-four months seniority.

(iv) two years for employees with more than twenty four months seniority.

10.06 Employees are required to notify the Company of their current address and telephone number. The Company shall be entitled to rely upon the last address and telephone number furnished by the employee for all purposes.

10.07 (a) Seniority shall be maintained and accumulated during leaves of absence.

(b) Employees transferred to positions not subject to the provisions of the Agreement shall retain their bargaining unit seniority to the date of transfer for a period of up to three (3) months. If the employee fails to return to the bargaining unit after three (3)

months outside the bargaining unit, the employee shall lose all bargaining unit seniority.

If an employee returns to the bargaining unit after the three (3) month period has expired, the employee shall retain full Company service for the purpose of computing vacation credits. Bargaining unit seniority would begin from the date of transfer back into the bargaining unit.

(c) All employees within the preceding twelve (12) months who have accepted positions outside of the bargaining unit shall be given three (3) months after the signing of this Agreement to return to the bargaining unit to retain their seniority.

10.08 The Company shall post notice of permanent job vacancies for Level 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 jobs for a period of three working days before any such job is permanently filled.

Senior qualified employees who may be absent from work at the time of the posting and are expected to return to work within thirty (30) days, must be considered as applicants for the job posting.

The Company shall select the senior applicant who has the skill, ability and physical capacity to perform the job.

The number of times an employee can post for a lateral or downward transfer shall be limited to two (2) times during any twelve (12) month period.

If there is a dispute as to the senior applicant's ability to perform the job, the Union and Company will review the job requirements and a reasonable trial period may be implemented.

REQUEST FOR TRANSFER - When an employee at Job Level 1 desires a position on another Line within Level 1, the employee may fill out a "Request for Transfer Form" supplied by the Company. The Company will move the most senior employee requesting the transfer to their desired position when an opening occurs. The Union will receive a copy of all transfer requests and will also be advised when a transfer occurs.

Employee transfers under this provision of the agreement will be limited to four (4) times in any calendar year.

10.09 Where an employee at a Level 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 position wishes to be permanently placed on a Level 1 job, the employee shall notify the Company in writing of his desire to move to the lower rated job. The Company shall consider such request prior to filling a Level 1 vacancy.

10.10 A successful applicant shall be given a trial period of up to 15 working days (in the case of lead hand and lead hand trainees on the injection moulding machines, the trial period may be extended to run up to sixty working days). If the successful applicant is unable to perform the duties of a job for which he has applied, he shall revert to his former job and other employees who have been moved as a result of the initial promotion shall be placed in the jobs held by them prior to the selection of the applicant.

10.11 Lead hand vacancies will be posted. In selecting lead hands, the Company shall consider seniority, skill, ability, qualifications, physical capacity to perform the work and leadership qualities of the candidate.

10.12 The Union recognizes the need for flexibility in the Company's operations. When an employee (who is not laid off from his regular job and therefore not able to exercise seniority rights pursuant to 10.04) temporarily substitutes in or performs the principal duties of any

occupational classification for the convenience of the Company, an employee shall be paid at the higher of his regular straight time hourly rate or the regular straight time hourly rate of the classification to which he has been transferred for the period of such temporary transfer. Where such transfer is for more than one hour in the shift, the employee will be paid the higher rate for the time worked on that job.

- 10.13 (a) Nothing in this Article shall be construed as restricting the right of the Company to temporarily assign an employee to a job on a temporary basis until arrangements have been made to promote or transfer the employee selected to fill a vacancy.
- (b) Temporary Involuntary Transfers within Level One (1), to another department, will be assigned to the most junior available/ capable employee.

10.14 A temporary transfer shall not be in excess of thirty (30) working days. Vacancies which are expected to exceed thirty (30) days, but not to exceed six (6) months, to replace employees in Level 2 or higher due to sick leave, maternity leave, WSIB, or other leaves of absence shall be posted as temporary. Under this provision such posting shall be limited to the primary temporary vacancy and one (1) additional secondary opening created by filling the primary opening. Subsequent requirements to fill openings created by this procedure will be filled by offering the open position the highest seniority employee in the next level below the position to be filled. Experience gained on a temporary transfer shall not be credited for the purpose of acquiring the job on a permanent basis.

Article 11 - Annual Vacation

11.01 Employees working for the Company in the 12-month period preceding July 1st shall be entitled to vacation and vacation pay computed on the following basis according to the employee's length of continuous service:

- (a) For employees with more than one year of continuous service as of July 1st, ten working days plus:
- (i) 4% of gross wages earned during the 12-month period preceding July 1st; or
 - (ii) two weeks pay at regular straight hourly rates provided the employee has worked at least 1400 hours in the 12 months preceding July 1st;
- Whichever is greater.
- (b) For employees with more than five years continuous service as of July 1st, 15 working days plus:
- (i) 6% of gross wages earned during the 12-month period preceding July 1st; or
 - (ii) 3 weeks pay at regular straight time hourly rates provided the employee has worked at least 1400 hours in the 12 months preceding July 1st;
- Whichever is greater.
- (c) For employees with more than twelve years continuous service as of July 1st, 20 working days plus:
- (i) 8% of gross wages earned during the preceding July 1st; or
 - (ii) 4 weeks pay at straight time hourly rates provided the employee has worked at least 1400 hours in the 12 months preceding July 1st, whichever is greater.

11.02 For purposes of calculating vacation pay and 1400 hours of work in 11.01, the following shall be included:

- (a) all hours of work actually performed;
- (b) vacation and vacation pay;
- (c) union business pursuant to Article 15.02;

- (d) statutory holidays;
- (e) Jury Duty or Subpoenaed Witness;
- (f) Bereavement Leave

11.03 The Company will post notice of annual vacation dates two (2) months in advance of the vacation, whenever possible.

11.04 Vacation entitlements will first be applied to applicable customer summer shutdowns pursuant to company operational requirements. Additional vacation entitlement will be accommodated by seniority provided vacation requests are submitted to the Company by May 1. All vacation requests submitted after May 1 will be granted on a first come, first serve basis, pursuant to company operational requirements. The company will make every possible effort to post vacation schedules by May 15.

11.05 When a statutory holiday occurs during an employee's vacation, the employee will be entitled to one (1) extra day to be taken on the first regularly scheduled day following as vacation.

Any year in which the Company does not wish to have a vacation shutdown, it shall notify the Union of this change not later than May 1st each year.

If the Company requires employees to work during the plant shutdown, senior employees will be given the first opportunity to work.

Employees who work during a shutdown shall be allowed to select their vacation at a later date desired. This must be scheduled by mutual agreement between the employee and the Company.

Article 12 - Plant Holidays

12.01 An employee who has completed his probationary period shall receive the following plant holidays with pay:

Good Friday	Civic Holiday
Victoria Day	Labour Day
Canada Day	Thanksgiving Day
Christmas 1998-99	- Dec. 24,25,28,29,30,31, Jan.1
Christmas 1999-00	- Dec. 24,27,28,29,30,31, Jan.3
Christmas 2000-01	- Dec. 22,25,26,27,28,29, Jan.1
Christmas 2001-02	- Dec. 24,25,26,27,28,31, Jan.1

12.02 Plant holiday pay will be computed on the basis of eight hours pay at the employee's regular straight time hourly rate plus applicable premiums. Employees who normally work a 9 or 10 hour shift shall be paid for the full shift.

12.03 (a) In order to qualify for plant holiday pay, an employee shall work the full shift immediately preceding and the full shift immediately following the plant holiday(s) concerned unless said employee was absent due to:

- (i) verified illness or accident not exceeding ten calendar days inclusive of the plant holiday;
- (ii) lay-off for a period not exceeding fifteen days inclusive of plant holidays;
- (iii) vacation granted by the Company;
- (iv) a leave of absence for a period not exceeding five days inclusive of the plant holidays.

- (b) If an employee fails to work the full shift immediately prior to or immediately following the plant holiday(s), he shall receive holiday pay based on time worked. (Loss of pay = loss of time).
- (c) If an employee fails to show for work on either of the qualifying days at the Christmas Holidays, the maximum penalty would be the loss of one of the paid holidays.
- (d) If an employee fails to show for work on both of the qualifying days at the Christmas Holidays, the maximum penalty would be the loss of two of the paid holidays.
- (e) If an employee with more than one (1) year of seniority is laid off from work after November 15 and is not recalled prior to the Christmas Holidays, then he shall receive 1/52 of the worth of the Christmas Holidays for each week the employee worked from the previous January 1st.

12.04 Notwithstanding 12.03 (a) above, no payment shall be required if an employee receives Workers' Compensation for the plant holiday.

12.05 An employee who is required to work on a Plant Holiday will be paid for authorized work performed on such day at double his straight time hourly rate of pay in addition to his holiday pay.

12.06 Holidays occurring on a Saturday shall be observed on the previous Friday. Holidays occurring on a Sunday shall be observed on the following Monday.

Holidays occurring on a Tuesday, Wednesday, or Thursday may be rescheduled with the mutual consent of the parties.

The party requesting the rescheduling must make such request in writing a least thirty (30) days in advance of the holiday

The above provisions are agreed to providing there is not conflict with the holidays of our customers. If such a conflict arises over the course of this agreement, the parties will meet to reach a mutually agreeable solution to the conflict.

Article 13 - Hours Of Work and Overtime

13.01 Subject to Article 13.03 below, the normal scheduled hours of work will be 40 hours per week and eight hours per shift.

13.02 It is expressly understood that the provisions of this Article are not a guarantee as to the hours of work per day not as to the days of work per week.

13.03 Except for employees assigned to a three-shift operation (i.e., a three-shift rotation), lunch periods shall not be considered time worked. Any employee on a twenty four (24) hour continuous production operation shall receive a thirty (30) minute paid lunch. Employees who are assigned to a three-shift operation shall be given a one-half hour paid lunch period, which shall be considered time worked for purposes of calculating overtime entitlement.

13.04 Authorized work performed in excess of the employees normal scheduled shift of eight hours (i.e., in the 24-hour period from the commencement of the shift) or normal week of 40 hours will be paid at the rate of time and one-half the employee's regular straight time hourly rate.

13.05 Authorized work performed on;

(a) Saturday shall be paid at 1 ½ the employee's regular straight time hourly rate.

(b) Sunday shall be paid at twice the employee's straight time hourly rate.

(c) In order to reduce the need for mandatory overtime, all weekend work schedules shall be posted on Wednesday. If by the end of the Day Shift on Thursday, there are not sufficient qualified volunteers to meet the requirements for the weekend overtime which is being scheduled, the low senior employees in the Department(s) that is scheduled to work will be required to work the overtime.

(d) No employee shall be required to work weekend overtime if other qualified employees are available to perform the work required. This shall be determined by the posting of a notice of weekend overtime and any qualified volunteers shall be scheduled first. If there are not enough qualified employees who have volunteered to work the weekend shift(s), then the low senior employee(s) from the department(s) shall work.

13.06 Shift premiums of **\$0.40** and **\$0.45** per hour for afternoon and night shifts respectively will be paid to employees assigned to such shifts. Shift premium will not be paid for any hours in which an employee received an overtime rate and such shift premium will not form part of an employee's regular straight time hourly rate.

13.07 Premium payments under any of the terms of this Article or of this agreement shall not be duplicated or pyramided for the same hours worked.

13.08 Employees shall be given one 10 minute paid rest period for each half shift worked.

Article 14 – Bulletin Board

14.01 The Company agrees to provide a bulletin board for use by the Union for posting notices of Union business.

Article 15 - Absences

15.01 Leave of absence for legitimate personal reasons may be granted at the discretion of the Company upon written request by the employee.

15.02 The Company will grant leave of absence to four employees for a period not exceeding thirty working days in one calendar year provided reasonable notice is given to the Company and provided adequate replacement can be found and does not unduly jeopardize the Company's operation. The Company may grant additional leaves of absences throughout the year.

15.03 Maternity leave will be provided in accordance with the provisions of the Employment Standards Act.

15.04 Upon receipt of thirty (30) days advance written notice, the Company will grant a leave of absence of up to three (3) years without pay, and without loss of seniority, to no more than two (2) employees at any one time who are elected or appointed to positions with the United Steelworkers of America. Any request for extension or for leaves of absence beyond the numbers provided in this Article shall be in writing and any such request may be granted at the discretion of the Company.

Article 16 - Bereavement

When a death occurs in the employee's immediate family, the employee will be granted up to three (3) normally scheduled working days leave of absence with pay. The employee may commence such leave of absence at any time up to and including the day of the funeral and ending with the second calendar day after the day of the funeral. The employee's immediate family means the following persons:

Spouse, common-law partner, parent, step-parent, or grandparent;

Parent, step-parent or grandparent of current spouse/common-law partner;

Child, step-child, grandchild, brother/stepbrother, sister/stepsister, half-brother, half-sister, son-in-law or daughter-in-law.

When a death occurs with other family members, the employee will be allowed to attend the funeral without pay.

Under special circumstances, an employee may request an extended unpaid leave of absence and such request will not be unreasonably withheld.

Article 17 - Court Duty

17.01 The Company will pay an employee who is required to serve on a jury or appear as a subpoenaed witness, the difference between the employee's normal earnings for the time of the absence and the pay received for jury or witness service. The employee will present proof of service and the amount of pay received.

Article 18 - Regular Straight Time Hourly Rates

18.01 The straight time hourly rate of employees shall be as set out in Appendix "A" attached hereto and forming part of this agreement.

The Company and the Union may, by mutual agreement, discuss and establish classifications and rates during the term of this agreement.

Appendix A

Regular Straight Time Hourly Rates

	<u>START</u>	Effective 11-22-98 <u>30 DAYS OF WORK</u>	<u>60 DAYS OF WORK</u>
LEVEL 1			
Assembler	12.30	12.50	12.80
LEVEL 8			
Millwright	20.43	20.78	20.93
LEVEL 9			
Machinist	20.49	20.74	21.24
LEVEL 10			
Electrician	20.80	21.05	21.55
LEVEL 11			
Tool and Die Maker	23.48	23.73	24.23
		Effective 11-21-99	
LEVEL 1			
Assembler	12.37	12.62	13.12
LEVEL 8			
Millwright	20.7	20.95	21.45
LEVEL 9			
Machinist	21.02	21.27	21.77
LEVEL 10			
Electrician	21.33	21.58	22.08
LEVEL 11			
Tool and Die Maker	24.09	24.34	24.84
		Effective 11-19-2000	
LEVEL 1			
Assembler	12.70	12.95	13.45
LEVEL 8			
Millwright	21.24	21.49	21.99
LEVEL 9			
Machinist	21.56	21.81	22.31
LEVEL 10			
Electrician	21.89	22.14	22.64
LEVEL 11			
Tool and Die Maker	24.71	24.96	25.46

The Company retains the right to start an employee at a higher rate than set out herein and to move such employee through the wage progression in advance of the stipulated time periods provided that such employee shall not receive a rate greater than the maximum set out for the classification. Lead Hands shall be paid a premium of \$0.75 per hour above their regular straight time hourly rate.

Appendix A	<u>NEW WAGE</u>	<u>1998 11/22/98</u>	<u>1999 11/21/99</u>	<u>2000 11/19/00</u>
LEVEL 1				
Assembler	12.49	12.80	13.12	13.45
LEVEL 2				
Moulding Operator	12.79	13.11	13.44	13.77
LEVEL 3				
Material Handler	13.86	14.21	14.56	14.93
LEVEL 4				
Material Handler/Glue Mixer	14.69	15.06	15.43	15.82
Truck Driver	14.69	15.06	15.43	15.82
LEVEL 5				
Quality Assurance	14.99	15.36	15.75	16.14
LEVEL 6				
Laboratory Technician	17.69	18.13	18.59	19.05
Material Control Specialist	17.69	18.13	18.59	19.05
LEVEL 7				
Moulding Technician	17.99	18.44	18.90	19.37
LEVEL 8				
Millwright	20.42	20.93	21.45	21.99
LEVEL 9				
Machinist	20.72	21.24	21.77	22.31
LEVEL 10				
Electrician	21.02	21.55	22.08	22.64
LEVEL 11				
Tool and Die Maker	23.64	24.23	24.84	25.46

Article 19 - Benefits

19.01 The Company agrees to provide the following insurance coverage for all employees on the active payroll of the Company who have completed their probationary period:

- (a) One hundred (100%) percent of the premium cost of life insurance in the amount of \$26,000 effective 11-22-98; \$27,000 effective 11-22-99; and \$28,000 effective 11-22-2000.
- (b) One hundred (100%) percent of the premium cost of Accident, Death and Dismemberment Insurance in the amount of \$26,000 effective 11-22-98; \$27,000 effective 11-22-99; and \$28,000 effective 11-22-2000.
- (c) Amend the major medical benefit plan to include a \$1.00 prescription drug card and place a cap on the dispensing fee of \$10.00.
- (d) One hundred (100 %) percent of the premium cost of a weekly indemnity plan providing that employees who have completed their probationary period are eligible to receive benefits under the plan, will receive 56% effective 11-22-98, 58% effective 11-22-99, and 60% effective 11-22-2000, per week in the event of non-occupational sickness or accident. The plan will be devised so that benefits will begin commencing with the first day in case of accident or hospitalization and the fourth day in case of sickness and will be payable for a maximum of 26 weeks.
- (e) Effective 11-22-98, Vision care will increase to family coverage of \$150.00 every 24 months for each member with a maximum of \$424.00 per family per year.
- (g) Effective January 1/96
 Dental Plan equivalent to Blue Cross #7 Based on 1996 O.D.A.

19.02 - **Pension Plan** - The Company will establish a new defined benefit plan effective January 1, 1999. For the term of this agreement, the defined benefit will be \$15.00 per month per year of credited service starting January 1, 1999. For the purposes of vesting within this new plan, the following will apply:

- Any employee on the rolls as of 12-31-98, who has two (2) years seniority, will be vested immediately.
- Any employee on the rolls as of 12-31-98, who has less than two (2) years seniority, will vest when they obtain two (2) years seniority.
- Any employee hired after 12-31-98, will vest in the plan after acquiring two (2) years of seniority.

The parties have agreed to the following for existing employees who were hired prior to January 1, 1995 and who subsequently retire under the pension plan established effective January 1, 1999. Employees hired prior to January 1, 1995, who retire under these provisions, will receive a supplement of \$100.00 for each full year of service from seniority date until date of retirement.

It is expressly understood that the foregoing is not to be construed as a guarantee as to specific coverage or eligibility for benefits. These will be in accordance with the provisions of the specific policies held. Copies of the group insurance agreements will be mailed to the International Representative of the United Steelworkers of America.

The Company will provide each employee with a summary of their benefit coverage.

Article 20 – Duration

20.01 This agreement shall be effective from Sunday, November 22, 1998 until midnight on Saturday, October 27, 2001 and shall continue automatically thereafter for annual periods of one (1) year, unless either party notifies the other in writing not less than thirty (30) days and

not more than ninety (90) days prior to the expiration date, that it desires to amend or terminate the agreement.

20.02 Negotiations shall begin within 15 days following notification for amendment as provided in the preceding paragraph.

Article 21 – Skilled Trades Section

Contracting Out

21.01 If contracting out of work normally performed by the bargaining unit becomes necessary, the Company will meet with the Union and explain the reason for contracting out.

21.02 When a contractor is performing work for the Company, the Company (where possible), will give preference to such employees under the jurisdiction of a trade union.

21.03 The Company will not eliminate jobs or deprive skilled trades of overtime by outsourcing work normally performed by skilled trades employees. Work presently and normally performed by skilled trades employees who are subject to the provisions of this Agreement will not be contracted out except:

- (a) When sufficient technical skills are not available or;
- (b) Sufficient employees qualified to perform the work are not available from the active or laid off skilled trades employees or;
- (c) When essential equipment is not available and it would not be practical to acquire such equipment or;
- (d) When existing employees cannot satisfy urgent business requirement.

21.04 Contracting out, Apprenticeship, and Skilled Trades Committee (C.A.S.T.)

A joint committee of three (3) appointed from the Company, and three (3) appointed from the Union, including at least one (1) skilled trades person, will meet on a monthly basis to;

- (1) Discuss contracting out of skilled trades work,
- (2) Advise on all phases of the apprenticeship program,
- (3) Advance skills within the trades,
- (4) Develop a list of tools for each trade,
- (5) Determine future need for apprenticeships,
- (6) Determine status of employees who fail to complete their apprenticeship program,
- (7) Prioritize the skilled trade's workload.

21.05 All outside contractors will wear, at all times, an identification badge as provided by the Company.

21.06 All non-bargaining employees and any employees not in a skilled trades classification shall not perform work belonging to skilled trades, unless approved in advance by the Joint Skilled Trades Committee CAST, or in case of an emergency when the CAST committee is not available.

Skilled Trades

21.07 All employees classified in the skilled trades as a part of section 21.08 below are subject to all provisions of the Collective Agreement except as specifically provided in the skilled trades section.

21.08 Skilled trades for the purpose of this Agreement shall be those trades listed below:

Electrician
Industrial Millwright
Machinist
Tool and Die Maker

21.09 The term *Journey person* as used in this Agreement shall mean any person who:
(a) presently holds a journey person certification in any of the skilled trades listed above or;
(b) has served a bona fide apprenticeship of 8000 or 9000 hours and holds a certification which substantiates their claim.

21.10 Any further employment in the skilled trades classifications as listed above shall be limited to journey persons and apprentices, unless otherwise agreed to by CAST.

21.11 Seniority lists shall be maintained by trade seniority and shall be non-interchangeable with other trades.

21.12 In the event of a reduction in the workforce in the skilled trades department, skilled trades employees will be displaced from their respective classification in accordance with the following procedure:

- (1) probationary employees
- (2) apprentices
- (3) the most junior employee(s) within the classification
- (4) if the displaced skilled trades employee has sufficient plant wide seniority to hold the plant, the employee will displace the least senior non-skilled trade employee on a job they are capable of performing.

21.13 An employee in the skilled trades department will not be required to perform duties of another skilled trade or production employee without approval of the CAST committee, or in the event the CAST committee is not available to consult with in advance, the Company will explain their position at the next scheduled meeting of the CAST committee.

21.14 The Company will maintain the tool room and maintenance equipment in a safe manner and to a condition that the trades may perform their job.

21.15 Union made coveralls or workshirt and pants will be provided for the skilled trades and moulding technicians on the basis of five (5) changes per work week. Employees designated as spares in the Moulding Department will continue to receive these work clothes on the basis of five (5) changes every two (2) weeks. The provider is responsible for cleaning and maintaining this clothing.

21.16 Overhead crane training and licensing will be provided to all necessary personnel within three (3) months of signing of this Agreement.

Apprenticeship Program

21.17 All apprentices will be registered with the Ontario Ministry of Labour and the Ontario Training and Adjustment Board. All apprentices will sign a written apprenticeship agreement with the Company. All apprentices must have all Ontario Academic credits. Apprentices will be required to attend school on a full-time basis through the block program (two(2) months per year) OSATB.

21.18 Apprentices will exercise their seniority in their own classification, over another apprentice. The apprentice will obtain skilled trades seniority upon completion of the apprenticeship program. It is understood that an apprentice is under a journey person and will not be crewed on a shift without one except:

- (a) an emergency or;
- (b) to perform other duties (cleaning, painting etc.) or;
- (c) in the last year of apprenticeship with the agreement from the CAST committee or;
- (d) overtime where a journey person is not available.

21.19 Apprentices wage percentage will be as follows:

- first year – 60% of journey person's wage
- second year – 70% of journey person's wage
- third year – 80% or 85% of journey person's wage, depending on the trade.
- fourth year – 90% or 95% of journey person's wage, depending on the trade.

21.20 The ratio of apprentices to journey persons shall be no greater than one (1) apprentice to every three (3) journey persons. During the first year of this new agreement, the Company has agreed to place one (1) new apprentice into the program. In the event that a significant decline in business volume hinders the Company's ability to meet this commitment during the first year, the CAST committee will make the determination as to which year it can be met.

21.21 Notice of apprenticeship openings will be posted. Seniority employees who are eligible will have preference. Applicants meeting the minimum requirements will be turned over to the joint CAST committee for approval or disapproval. The Committee shall have the authority to cancel apprenticeship agreement for cause pertaining to apprenticeship such as:

- (a) failure to learn or;
- (b) unsatisfactory work or;
- (c) lack of interest in work or education.

21.22 Upon completion of the final block of school, the apprentice must obtain certification within eighteen (18) months or return to production.

21.23 The Company and the Union agree, because of new technology, skills upgrading is important to keep skilled trades personnel current. Therefore, the Joint Skilled Trades and Apprentice Committee will develop training programs to meet this end. This could include such things as PLC training. The Joint Committee will determine the cost of such training and how such will be allocated. The Company will pay the cost of training associated with the employee's job requirement.

Article 22 - Shift Changes

22.01 An employee who is required to change their shift during the course of the regularly scheduled work week will be given as much advance notice as possible prior to such change, and in any event, not less than twenty four (24) hours. Such shift change will not result in a loss of forty (40) hours pay in that work week.

22.02 Any employee who is required to change shifts and departments shall be given as much advance notice as possible in order for the employee to make appropriate arrangements.

22.03 If an employee is required to change shifts contrary to the provisions of 22.01 when less than twenty four (24) advance notice is provided, the next shift shall be paid at time and one half.

22.04 Call In - Employees called in to work at times other than their regular shift, will be paid the greater of four (4) hours at their straight time rate or time and one half for all hours worked.

Article 23 - Reporting Allowance

23.01 Should any employee report for work on their regularly scheduled shift and find that the Company has not sufficient work to occupy them for a period of four (4) hours and the employee is sent home from work, the employee shall be paid for up to four (4) hours at their base or regular hourly rate. It is understood that the Company shall not be responsible for such reporting allowance in any case where it is not the fault of the Company that work is not available or for any reason over which the Company has no control.

Article 24 - Humanity Fund

The company agrees to deduct on a weekly basis, the amount of (not less than \$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked and to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

Article 25 - Day of Mourning

25.01 The parties recognize April 28th as the annual day of remembrance for workers killed or injured on the job. The Company agrees to:

- (a) lower to half mast all flags flown at the workplace;
- (b) stop working and provide a minute of silence for all employees at 11:00 am in memory of workers killed or injured on the job;
- (c) provide unpaid time off for two (2) employees selected by the Bargaining Unit to attend the Day of Mourning ceremonies in the community. Such time off will include reasonable travel time to and from the ceremony.

Article 26 - Union Educational Leave of Absence

26.01 The Company will provide paid educational leave for Union officers up to ten (10) days per year total.

26.02 The Company agrees to provide unpaid leave of absence for employees who the Union selects to attend Union educational courses, conferences, and/or conventions. The Union shall submit requests for Educational Leaves of Absence under this Article directly to the Human Resources Manager. Such requests for leaves of absence must be submitted at least two (2) weeks in advance by the Union, and are limited to no more than three (3) employees at the same time.

Article 27 – Pay Equity

27.01 During the life of this agreement, the Company and the Union agree to re-examine, and to make appropriate adjustments in compensation as required to the existing plant Pay Equity Plan using the SES2 program.

27.02 Any job currently classified as “Assembly” or “Operator” that requires set-up of dies, bucks, fixtures or any other modification of machines, or components of machines, will be subject to job evaluation using the SES program. Any new business requiring similar work shall be evaluated in the same manner prior to production.

27.03 The Company and the Union mutually agree that the new levels and job classifications in Appendix A of this Agreement are consistent with the terms of the posted pay equity plan and that there are no legal inequities.

Article 28 – Sexual Harassment

The Union and the Company recognize the problem of sexual harassment in the workplace and are committed to preventing it. Sexual harassment shall be defined as;

- (i) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
- (ii) complied or expressed promise of reward for complying with a sexually oriented request; or
- (iii) implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- (iv) sexually oriented remarks and behaviour, which may reasonably be perceived to create a negative psychological and emotional environment for work and study.

Complaints under this clause will be handled with all possible confidentiality. In settling this complaint, every effort will be made to discipline and if appropriate, relocate the harasser, not the person who was harassed.

Article 29 – Racial Harassment

The Union and the Company recognize the problem of racial harassment in the workplace and are committed to preventing it.

Racial harassment means engaging in conduct that is known, or ought reasonably to be known, to be unwelcome where such conduct consists of words or actions which disrespect or cause humiliation because of his or her race, colour, creed, ancestry, place of origin or ethnic origin.

Article 30 – Union Membership or Activity

There shall be no discrimination against, or intimidation of, any employee for reasons of Union membership or lawful Union activity, or for the exercise of rights provided for in this agreement.

Article 31 - Tool Allowance

31.01 A tool allowance shall be \$150.00 for the first year, \$200.00 for the second year, and \$250.00 for the third year, with the option to carry over to the next year at the employee's option.

31.02 The Company recognizes the tools of a Journey person as personal property. At the request of the Company, tools may be examined with the Journey person and a selected Union representative present. The Journey person will be present for any calibration or certification of tools.

31.03 Tools are not to be removed from a Journey person's toolbox or workbench without permission.

31.04 The Company agrees to replace worn, broken, or stolen tools with a similar or greater value tool in a timely manner.

Article 32 – General

32.01 Payroll Errors

Payroll errors of twenty dollars (\$20.00) or more will be adjusted on payday by cash or cheque. Errors of less than twenty dollars (\$20.00) will be adjusted on the next input. If such adjustment is not made at that time, it will be adjusted on payday by cash or cheque.

32.02 Co – Worker Harassment

On going and persistent antagonistic behavior by one employee towards another may be treated as harassment and shall be dealt with accordingly as outlined in the Company Policy.

Article 33 – Health and Safety

33.01 The parties agree that employees have the right to safe working conditions. Any issue regarding the safety of employees shall be referred to the Joint Health and Safety Committee for a complete investigation and resolution of the issue involved. If the matter is not resolved by the Joint Health and Safety Committee, the matter may be referred to the Grievance Procedure or the appropriate provisions of the Occupational Health and Safety Act.

33.02 (a) A joint Health and Safety Committee has been established which is composed of an equal number of Union and Company representatives, with a minimum number of four (4) representatives. The Union reserves the right to choose its representatives at its discretion.

The Joint Health and Safety Committee shall be co-chaired by one (1) Union representative and one (1) Company representative. The Joint Health and Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Union or by the Company to jointly consider monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be made available to the employees and the Union.

(b) Any representative on the Joint Health and Safety Committee shall be eligible to participate in training programs offered by the Worker's Health and Safety Centre (WHSC) or other Agency as designated by the Joint Health and Safety Committee. The Company will pay for the costs of such training as designated by the Joint Health and Safety Committee. This also includes the normal wages of those designated by the Joint Health and Safety Committee for training.

(c) From among the Health and Safety representatives on the Joint Health and Safety Committee who have been certified by the Centre, the Union will appoint one (1) worker for every one hundred and fifty (150) workers regularly employed in the workplace or majority portion thereof, whom the Company will recognize as the "Certified Health and Safety Representative"- (Certified Representative)

(d) The Joint Health and Safety Committee shall conduct a Workplace Hazard Assessment. The purpose of the assessment is to determine any specific hazards of the workplace and to determine any additional training needs of the Joint Committee members and the general workforce. Upon completion of the assessment, the Joint Committee shall determine what training is necessary. The Company agrees that such training will be conducted by the Worker's Health and Safety Centre, or other Agency, or other resources as recognized by the Joint Health and Safety Committee. The Company agrees to pay the associated costs.

(e) The Company agrees not to unreasonably restrict access of technical advisors selected by the Joint Health and Safety Committee or Health and Safety Representatives employed by the Union to the workplace. The Parties may designate, from time to time, no more than two (2) such persons who may attend meeting of the Joint Health and Safety Committee as advisors.

(f) The parties agree that access to accurate technical information is essential to the functioning of the Joint Health and Safety Committee. Whenever such information is required, the Committee will agree on the selection of such technical experts. The Company agrees to pay the associated costs.

(g) The Company agrees that all Occupational Health and Safety reports and those portions of other reports that deal with Occupational Health and Safety issues, including the results of environmental and personal monitoring, shall be provided to the members of the Joint Health and Safety Committee.

(h) In addition to other training specified in this Agreement, the Company agrees to ensure that the Joint Health and Safety Committee is trained in a course, or courses, to be determined by the Committee to enable them to address ergonomic needs on a priority basis and work to improving the workplace, work station, or tool to fit the worker.

33.03 (a) The Company agrees to review proposed changes to machines, equipment, and work methods that are being made for reasons of safety with the Joint Health and Safety Committee prior to implementing the change.

(b) The Company shall provide to the Joint Health and Safety Committee copies of all reports and other data pertaining to workplace health and safety.

(c) The Company shall provide the Joint Health and Safety Committee once a month with a summary of all lost time incidents, medical aid claims, reported near misses, and

occupational disease claims. The Committee shall review this information to determine the causes and propose methods of reducing the likelihood of a reoccurrence of an injury or illness.

33.04 The Company agrees that all bargaining unit employees will be provided with safety training. This will normally consist of a total of thirty (30) minutes per month.

33.05 An employee injured at work shall be paid for the balance of their scheduled shift (Including overtime) on which the injury occurred if, as a result of such injury, the employee requires medical treatment as defined under the Workplace Insurance Board Act.

33.06 The Parties recognize that job rotation can often prevent or delay the onset of repetitive strain injuries. Therefore, the subject of job rotation has been referred to the Joint Health and Safety Committee. The committee will review job rotation throughout the plant and make recommendations as to where and how this may be useful for the purposes of health and safety of employees. Non compliance with the recommendations of the Joint Health and Safety Committee may be subject to the grievance procedure.

33.07 The Joint Health and Safety Committee members may attend available trade shows or other similar events to review improved tools and safety equipment. The Committee will determine the extent of this activity.

Article 34 – Production Standards

34.01 If the Company establishes production standards on a job, employees who are being evaluated as a part of this process will be informed. Results of a production standard study will be given to the Union. If there is a dispute regarding the results of the production standard study, the Union may have their own “time study” expert review the results. The Company will furnish all reasonable and relevant information necessary to enable the Union’s expert to complete their investigation of this matter. If there is a continuing dispute over said production standard, the Union may present the matter as a grievance at Step Two of the Grievance Procedure as outlined in Article 7 of this Agreement.

34.02 Established standards will not be changed except for a change in material, equipment, process, method of manufacturing, a change in volume, a new job standard evaluation, or by mutual agreement with the Union.

Article 35 – Day Care

35.01 During the first year of the Agreement, the Union and the Company will meet to discuss the subject of Day Care.

Article 36 - Transition Pay

36.01 An employee who is transferred from their posted job due to Job Elimination or Combining of Jobs will receive transition pay as follows:

- For the first sixty (60) days following the transfer from the job, the employee will receive the next lower level of pay provided it is not Level 2 to Level 1. In that case, the employee would continue to receive Level 2 for the sixty (60) day transition period.

Article 37 – Training

37.01 The Union and the Company agrees to implement the following training procedure for normal production jobs:

- (a) Each production department shall have one (1) trainer, designated by the Company, based on seniority and ability to perform and train all jobs in the department.
- (b) The function of the trainer shall be to assist and instruct all new employees within that department with any problems performing their normal Level One (1) duties.
- (c) The trainer will be chosen from among the Level One (1) employees within the department.
- (d) The trainer will receive a \$.25 premium for all hours spent performing the duties of a trainer.
- (e) When not training, the trainer will be expected to perform the duties of their normal job.

37.02 If during the term of this agreement, it is necessary to add a new department(s) because of new products or processes, the Company and the Union will meet to discuss how this training procedure will be applied.

Combined Jobs

Definition: A combined job is one that meets the following criteria:

- (a) Two (2) or more jobs from different job classifications are combined together to form a single job.
- (b) The primary duties of the jobs in (a) above are combined into the duties of another job in an existing or new classification.
- (c) One (1) or more employees are permanently displaced as a result of combining jobs.

Procedure

- (a) The Company will notify the Union in advance of its intent to combine jobs. Such notice will normally be at least thirty (30) days prior to the effective date of such change.
- (b) The Company will notify the Union of the classification and rate for the combined job in (a) above.
- (c) If the parties do not agree of the classification and rate in (b) above, the Union may utilize its SES evaluation system and present the results to the Company.
- (d) If there is still a dispute between the parties as to classification and/or rate, the matter may be taken up through the Grievance Procedure as provided for in Article 7 of the Collective Agreement.

Job Elimination

Definition: Any job classification that is to be eliminated, displacing one (1) or more employees.

- (a) The Company will notify the Union in advance of its intent to eliminate a job classification. Such notice will normally be at least thirty (30) days prior to the effective date of such change.
- (b) If there is a dispute between the parties, the matter may be taken up through the Grievance Procedure as provided for in Article 7 of the Collective Agreement.

New Technology

If the Company plans to introduce new equipment and the introduction of such equipment would directly:

- (a) result in the layoff of employees (other than probationary employees), or
- (b) result in the reclassification of non-probationary employees to lower paying job classifications.

The Company shall provide the Union with at least thirty (30) days notice in advance of the implementation of such equipment. Such notice shall be in writing and include:

- (a) The type of new equipment being introduced.
- (b) The anticipated date on which the Company proposes to introduce the new equipment.
- (c) The approximate number and classifications of the employees likely to be affected by the introduction of the new equipment.

If the Union requests, the Company and Union will meet to discuss the changes and the prospects for relocation or re-training of the employees affected.

For the purposes of this Article, new equipment means equipment utilizing production processes or techniques not currently used at this location.

LETTER OF AGREEMENT # 1 WEEKEND SHIFT

The Union and the Company mutually agree that:

- 1. A weekend shift will be implemented for the Moulding Department.
- 2. An employee working a weekend shift shall work two (2) twelve (12) hour shifts and be paid for forty-two (42) hours at their regular straight time rate.
- 3. The pay breakdown will be twelve (12) hours at time and one-half (1 ½) and twelve (12) hours at double time.
- 4. Shifts shall commence at 11:00 p.m. Friday night and 11:00 a.m. Saturday morning respectively.

Shift 1	Shift 2
11:00 p.m. Friday to 11:00 a.m. Saturday	11:00 a.m. Saturday to 11:00 p.m. Saturday
11:00 p.m. Saturday to 11:00 a.m. Sunday	11:00 a.m. Sunday to 11:00 p.m. Sunday

- 5. Bereavement Pay: Pay for bereavement will only occur if time is lost.
- 6. An employee will give the Company two (2) weeks notice of wishing to leave the weekend shift.
- 7. Weekend shift will be offered by master seniority within the Department.
- 8. Sickness and Accident Insurance shall be paid as per Collective Agreement with the weekend shift equalling five (5) days, and five (5) days equalling a weekend.

9. Paid Christmas Holidays for 1998 shall be December 26th and 27th, in 1999 December 25th and 26th, and in 2000 December 23rd and 24th.
10. Annual vacation: One (1) weekend shift will equal one (1) week of vacation.
11. Overtime during the week shall be offered to the employees working through the week, and employees working the weekend shift will be asked to work only if no one from the department wishes to work the overtime. All other overtime will be as per the Collective Agreement.
12. Attendance: One (1) day absent will equal one (1) point.
One (1) late, up to three (3) hours, or a "left early" of three (3) hours will Equal half a point.
Recovering points shall be as follows:
2.5 days per day worked on the weekend shift.
13. Mould Technicians:
The Union and the Company agree that there will be two (2) job postings for Operator/color change/tool change to help with color changes and tool changes. These jobs will be paid at the higher rate for all hours that the employee is performing the jobs of color change/tool change.
14. Tool changes will be carried out by two (2) mould technicians, who have been scheduled to work, at all times for safety purposes.
15. Seniority shall be accumulated as one (1) weekend shift will equal one (1) week of seniority. One (1) day on the weekend shift will equal 2.5 days of seniority.
16. If three (3) or more moulding machines are scheduled to be running, there will be a second Mould Technician and Material Handler scheduled for work.
17. Mould Technicians shall receive a \$.75 premium while performing supervisor's duties.
18. The weekend shift will be manned accordingly with operators for relief for breaks and lunches.
19. Breaks shall be one (1) paid half (1/2) hour lunch and three (3) paid 10-minute breaks.
20. Employees shall be paid twelve (12) hours for plant holidays, but shall not necessarily get the time off.
21. No employee shall be compelled to work this shift.
22. In the event of a reduction in force in the Moulding Department, the weekend shift will be eliminated first.

Miscellaneous

- The Union and the Company agree to recognize December 6 as National Day of Remembrance and Action on violence against women.
- The new contract booklet will be in a pocket size with an appropriate index.

Policy – Short Term Layoff

In the event of a short term layoff, the Company shall, when practical, take the following steps;

1. Ask for volunteers from the affected individuals on a rotating basis.
2. If enough volunteers from the affected individuals cannot be found, then the junior individuals shall be laid off.

3. Short Term Layoff is now clarified to mean a Layoff of less than two (2) shifts.

Letter of Intent

Re: Health and Safety

The parties agree that all of the current plant Health and Safety provisions shall be continued. This is intended to, but shall not necessarily be limited to, the provisions of a Joint Health and Safety Committee with its' current schedule of meetings, the right to refuse unsafe work per the present Health and Safety Act, designated substance policies, and all other policies, which have been established by the Joint Health and Safety Committee.

Letter of Understanding

During the 1995 contract negotiations, it was understood and agreed that those employees, on continuous twenty four hour production, being paid for a one half hour lunch would be at their work stations, performing their job, at the start and the end of their shifts.

Work-boot Allowance

The Company shall cover the cost of CSA approved work-boots in the following manner:

	<u>Work-boots</u>	<u>Static Dissipating Boots</u>
1999	\$80.00	\$100.00
2000	\$90.00	\$110.00
2001	\$100.00	\$120.00

This annual allowance shall only be paid to employees who are required to wear these boots on their jobs (i.e. Moulding Operators, Lift Truck Operators, Glue Mixers, Maintenance, Mould Technicians, and Shipping & Receiving).

Miscellaneous Non-Monetary

1. The Attendance Policy will be changed to reflect that the first two (2) days absent in any calendar year will not be counted if there is no other time absent from work in the previous six (6) months.
2. The Attendance Policy will be changed to reflect that time lost from work while on a legitimate Weekly Indemnity claim will not result in discipline.
3. Each journey person will be provided with a workbench.

Policy - Bargaining Unit Employees Travelling On Company Business

The existing policy of choosing bargaining unit employees to travel and perform work outside the City of Stratford for the Company shall be at the sole discretion of the Company regardless of seniority or job classification.

IN WITNESS WHEREOF each of the parties has caused this agreement to be signed by its duly authorized representative this 22nd day of November 1998.

COLLINS & AIKMAN PLASTICS LTD.

Sue Tuer
Gina Smith
Bill Ott

UNITED STEELWORKERS OF AMERICA

Doug Brown
Ben Haynes
Nicole Sneddon
Ron Calder
Steve Neziol
Brenda Holden

Signature and Date Sheet:

COLLINS & AIKMAN PLASTICS LTD.

Sue Tuer _____ Date: _____

Gina Smith _____ Date: _____

Bill Ott _____ Date: _____

UNITED STEELWORKERS OF AMERICA

Doug Brown _____ Date: _____

Ben Haynes _____ Date: _____

Nicole Sneddon _____ Date: _____

Ron Calder _____ Date: _____

Steve Neziol _____ Date: _____

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