



AGREEMENT

**THE GATES RUBBER
COMPANY**

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AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO AS OF

THE 20TH DAY OF NOVEMBER 1999

BETWEEN

THE GATES RUBBER COMPANY

IN WINDSOR, ONTARIO

HEREINAFTER REFERRED TO AS "THE COMPANY"

AND

LOCAL NO. 195

OF THE NATIONAL AUTOMOBILE, AEROSPACE

AND AGRICULTURAL IMPLEMENT WORKERS

UNION OF CANADA (C.A.W. -CANADA)

HEREINAFTER REFERRED TO AS "THE UNION"

Any dispute arising over any interpretation of the language printed in this booklet, the original signed collective agreement papers will be consulted, and if any differences or discrepancies occur between the two, then the original signed collective agreement will prevail over the printed words in this booklet.

ARTICLE I - PURPOSE

1. The ~~general~~ purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its ~~employees~~, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain ~~mutually~~ satisfactory working ~~conditions~~, hours of work, wages, and all other conditions of employment, for all ~~employees~~ who are ~~subject~~ to the provisions of the Agreement.

ARTICLE II - SCOPE AND RECOGNITION

1. The Company recognizes that the Union is the ~~sole~~ and ~~exclusive~~ bargaining agent for ~~all employees~~ of the Company ~~at its plant~~ in the City of Windsor, ~~save~~ and except supervisors, persons above the rank of ~~supervisor~~, office and ~~sales~~ staff, and persons ~~employed~~ in The ~~Gates~~ Rubber Company Engineering Centre.
2. Supervisors, persons ~~above~~ the rank of supervisors, office and ~~sales~~ staff, and persons employed by The Gates Rubber ~~Company~~ Engineering Centre, who are not ~~covered~~ by the provisions ~~of~~ this contract, shall not perform the work of a member of the bargaining unit except as follows:
 - a) For the purpose of instruction ~~or~~ training, including the demonstration of the proper method to accomplish the task ~~assigned~~ and experimental and developmental prototype work. However, ~~members~~ or a ~~member~~ of the bargaining unit shall be ~~involved~~ in the manufacture of ~~experimental~~

and ~~developmental~~ prototype work of a significant level. In no event, however, will any member of the bargaining unit be laid off or suffer a loss of earnings as a result of ~~said~~ work.

- b) In the event of an emergency situation with prior notification to a Union Committee person.

ARTICLE III - NO DISCRIMINATION

1. The parties hereto agree not to discriminate against any employee because of religious or political affiliation, or race, colour or national origin, age, sex, marital status (including common-law relationship) or sexual orientation, or disability in accordance with the Human Rights code, providing that such physical disability does not unduly interfere with the employee's ability to adequately do the work.
2. There will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by the Company or its representatives against any employee because of the employee's membership in, or in connection with the Union.
3. There will be no discrimination, intimidation, interference, restraint or coercion exercised by the Union or any of its members against any of the employees of the Company.

ARTICLE IV - MANAGEMENT RIGHTS

1. The Union recognizes that it is the function of the Company to hire, promote, demote, transfer, classify, reclassify, discharge, and discipline for just cause, and

layoff any employee in accordance with the provisions herein provided, except that a claim by an employee who has acquired seniority, that he or she has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

2. The Union further recognizes that it is the sole responsibility of the Company to manage its affairs consistent with sound business practices and in accordance with its commitments, responsibilities, and policies.
3. Without restricting or limiting the generality of the foregoing, the Company retains all rights and responsibilities of management not specifically relinquished or modified by this Agreement:
 - a) To maintain order, discipline, and efficiency and to establish and enforce rules and regulations (which shall not be inconsistent with the terms and conditions of this Agreement) and to enforce the same.
 - b) To plan, direct, control, schedule and supervise the work of the employees, and the operations of the business, including the introduction of new and improved methods, facilities, equipment, and other changes.
 - c) To plan, arrange, increase, reduce, and assign work duties, time off, and whatever other employment arrangements in its opinion are necessary for the efficient management of the business.

- d) To ~~determine~~ the size of, and direct the work force and to extend or curtail ~~operations~~.
- e) In the exercising of ~~such~~ rights the Company will not ~~invalidate~~ any other ~~portions~~ of the Agreement.

ARTICLE V - STRIKES AND LOCK OUTS

1. The Company agrees that it ~~will~~ not cause or ~~direct~~ any lock out of the employees ~~covered~~ by this Agreement during the term of the Agreement.
2. The Union agrees that there shall be no strike, ~~sit~~ down, slow down, or other ~~collective action~~ which will ~~stop~~ or interfere ~~with~~ production during the term ~~of this~~ Agreement.
3. The Union ~~will~~ inform its ~~membership~~ that ~~any member~~ who participates in any strike not authorized by the Union will be subject to disciplinary action.
4. The Union ~~reserves the~~ right, and Section 1, 2, and 3 of this Article shall not be applicable if the Legislation of the Province of Ontario allows the ~~right~~ to strike on Health and Safety.

ARTICLE VI - UNION REPRESENTATION AND SHOP COMMITTEE

1. The Company acknowledges the right of the Union ~~members~~ employed by the Company to appoint or ~~otherwise~~ select from the Plant Union membership, a Shop Committee composed of not more than three (3)

members who shall have at least nine (9) months continuous ~~service~~ with the Company, and the Company will recognize the ~~said~~ Committee for the purpose of handling any ~~grievance~~ or bargaining on any matter properly ~~arising from t~~ i to time during ~~the~~ continuance of the Agreement, including the negotiating of amendments for a new contract. The Union will ~~have the right to appoint~~ a steward for ~~each~~ of the off ~~shifts~~. Additionally, if the off shift steward is absent, ~~the~~ Union will appoint an ~~alternate~~ and ~~so~~ advise the Company.

2. A National Representative of the Union or ~~designee~~ from the Local may be present and participate in any meeting ~~between~~ the Plant Committee and the Company herein provided for.
3. It ~~is understood and agreed that the~~ Committeeperson or steward ~~as well as~~ other employees have regular duties to perform in connection with their employment. A Committeeperson or steward, with the approval of the Supervisor, shall be permitted during regular working hours, without loss of time ~~at~~ his or her regular hourly rate of pay, to ~~leave his~~ or her regular duties for a reasonable period of time to adjust and present grievances or handle any business arising from the administration of this agreement with Company Representatives. Whenever in the opinion of the Supervisor more than a reasonable period of time is ~~taken~~ by a Committeeperson or steward ~~to~~ accomplish ~~such~~ grievance adjustment and ~~presentation~~ or handle any business arising from ~~the~~ administration of this agreement with Company Representatives, the Supervisor shall decline to approve payment for ~~such~~ period of time as might be

considered ~~excessive~~. The Company will compensate the three (3) members of the Shop Committee for the hours they would have worked during contract negotiations with Company officials. Such pay shall be limited to eight (8) meetings and limited to eight (8) hours pay, per day, per individual, at their regular rate of pay.

4. The Company will make every effort consistent with its business operation to provide a suitable meeting place for meetings between its officials and the Plant Committee when necessary during regular working hours.
5. The Union agrees to supply the Company with the names of all Committee ~~persons~~ and stewards and to keep such list up to date at all times.
6. The Union Plant Committee and the Company Representatives shall meet on the first Wednesday of the month providing there is business for their joint consideration as mutually agreed upon and if grievances are part of the agenda, then these grievances shall abide by the time limits as set forth in the grievance procedure. Necessity for a meeting will be indicated by a letter or note from either party, three (3) working days prior to the requested meeting, to the other party containing an agenda of the subjects to be discussed.
7. Members of the Shop Committee and members of the Local Executive Board will be retained in the employ of the Company during their respective terms of office notwithstanding their position on the seniority lists, so long as work is available which they are able and

willing to perform. Shop Committee members will be retained on the day shift. In those circumstances where a Committee person is required by Management to stay after their regular shift or to report prior to their regular shift, they will be paid at the appropriate rate of pay.

8. To provide the Union with time to conduct Union business, it is agreed that while the Plant Chairperson has assigned duties to perform for the Employer, he or she will be allowed two and three-quarter (2 ¾) hours per day (inclusive of clean-up and break periods) to attend to Union business with pay. It is further agreed that the said time may be spent either in or outside of the plant, that there will be no day to day accumulation of this time if it is unused and that the Plant Chairperson will undertake, wherever possible to use this time for processing grievances. Union business spent outside the plant will not be considered an absence under Article VI (11). The two and three-quarter (2 ¾) hours Union business time shall occur during the last two and threequarter (2 ¾) hours of the shift. This Union time will be in addition to the time the Plant Chairperson is already granted elsewhere in the Agreement. It is further agreed that if time is required to be spent out of the Plant on Union business relating to The Gates Rubber Company, with prior notice given and approved by the Company for any of the Committee members, the Company will credit the affected Committee members' vacation and pension accruals as if they had been actively at work. It is also agreed that the Company will provide the Union with a file cabinet, chairs, and telephone in order for the Union Committee to have the ability to maintain and have access to their Union records.

9. The Chairperson will **have access** to the plant during working hours upon the **request** of the Union Representative provided, however, that the said Chairperson **reports to the Supervisor** of the shift upon entering the premises.
10. In the **processing** of grievances and complaints the Plant Chairperson **will be the primary person to handle such matters**, except that in the absence of the Chairperson, a Committeeperson shall perform this duty.
11. In the absence of the Plant Chairperson, one of the regular plant committee will be appointed to *act* as an **alternate chairperson** and will be provided all union time privileges as defined herein.
12. In the event the whole **committee is absent**, one **alternate will be appointed to cover the day shift**. In the event of an **absence** of an off shift steward, the Union will appoint an **alternate to cover** the off shift. Employees who are appointed as **alternates** will assume the responsibilities and duties **of the committeeperson or steward** they are replacing. However **alternate committeepersons/stewards** will only be allowed time off the job in accordance with Article(6) Sub(3).
13. Twenty-four **(24)** hours notice will be **given**, in writing, whenever possible to the Company in the event an **alternate** is appointed.
14. One member of the plant committee shall be scheduled to work, provided they are capable of performing the work, on the day shift, Saturdays,

Sundays, holidays or during ~~vacation~~ shutdown. In the ~~event~~ none of the committee members ~~accepts~~ such ~~opportunities~~, an ~~alternate~~ will be ~~appointed~~ from those ~~employees~~ already ~~scheduled~~ to work. In the ~~event~~ a ~~committee~~ ~~person~~ is scheduled to work under this provision, such assignment of work will not form the basis ~~of a~~ grievance from any employee in the ~~classification~~ in which the work was assigned or create ~~an~~ imbalance in the ~~overtime~~ equalization procedure.

ARTICLE VII -GRIEVANCE PROCEDURE

1. Disputes arising from the interpretation of this agreement or from any other ~~cause~~ affecting any employee or group ~~of~~ employees covered by the agreement, shall be negotiated ~~between~~ the Plant Committee of the Union and the Company. It is the ~~mutual~~ desire of the parties hereto that ~~complaints and grievances~~ of employees shall be adjusted as quickly as ~~possible~~ and it is understood that an employee has no grievance until he or she has first given his or her supervisor an opportunity of adjusting the complaint. He or she shall do this within ~~five (5)~~ days after the ~~alleged circumstances~~ originated or ~~occurred~~, or ~~within five (5)~~ days after the same were discovered.
2. If any differences arise hereafter between the Company and the union, or any employee or employees as to the proper meaning or application of the terms of this agreement, there shall be no stoppage or suspension of work ~~on~~ account of such ~~differences~~, but such differences shall be ~~submitted~~ through the following grievance and arbitration procedures. ~~An employee~~ shall not ~~leave~~ his or her job to discuss any matter until the Company has had

reasonable time to provide a relief person

3. **STEP 1:** Any employee seeking adjustment of a complaint, shall confer with his or her supervisor, accompanied by a committee person. Should this employee or the committee person not receive satisfaction from the supervisor within two (2) working days, the matter may be deemed a grievance, and dealt with as hereinafter provided.
4. **STEP 2:** The grievance of the employee shall be reduced to writing on a standard form, and shall be signed by the employee and the committee person, and presented to the Industrial Relations Manager within two (2) working days from the date the Supervisor's decision was rendered at Step 1. The Industrial Relations manager shall discuss the matter with the committee person and may upon his consideration, discuss the matter with the employee with his or her committee person present and with or without the supervisor concerned, and then render a decision within three (3) working days of receipt of the grievance. If the decision is not satisfactory to the employee concerned, it may then be referred to the Plant Committee.
5. **STEP 3:** Within five (5) working days of receipt of management's answer at Step 2, the Plant Committee will meet and discuss the grievance with representatives of the management of the Company, and at this meeting any national representative of the Union or designee from the local may be present, if his or her presence is requested by either party. Any meeting of the plant committee and management will be held at a time mutually agreed upon but not later

than ~~five~~ (5) days ~~after~~ notice has been given, or any *extension* of time as may be mutually agreed upon. If the grievance is not settled to the satisfaction of the plant committee and management, then the grievance may be referred to arbitration.

6. Any settlement arrived at between the Company and the Union at any stage of the grievance procedure, except Step 1, shall be put in writing and shall be considered to be, with respect to that grievance, final and binding upon the Company, the Union, and the employees or employees concerned.
7. The time limits specified in Article VII shall be deemed to be ~~exclusive~~ of Sundays, Saturdays, and statutory holidays as defined herein, and may be extended by agreement between the parties concerned. It is understood and agreed, that in the event there is no agreement to extend the time limits:
 - a) Any grievance which is not filed or processed within the time limits ~~set~~ out in the preceding grievance procedure clause, will not be considered under any circumstances, and any grievance which is not answered by the company and placed within the union mailbox or given directly to a union representative within the above limits, will be considered as settled in the union's favour on a non precedent basis, except when time limits have been extended by the parties.
 - b) The provisions of Article VII 7(a) and VIII(1) shall apply notwithstanding any legislative provisions to the contrary. Grievances disposed of pursuant to these articles shall be on a without prejudice basis.

8. If the Company has a grievance, it shall be **taken** up by plant **management** with the plant committee and if not **settled satisfactorily** within a further **five (5)** days, the grievance may **proceed** to arbitration under the provision **of** Article VIII.
9. Where grievance settlements involve monetary awards, such awards shall be made by separate cheque by the next pay period, if the grievance settlement is for an amount greater than eight hours **pay**.

ARTICLE VIII - ARBITRATION

1. If any decision is not **satisfactory** to management or the Union, written notice of appeal may be *served* on management or the Union within ten (10) regular working days **of** the delivery **of** the decision appealing therefrom to an impartial arbitrator. If the grievance is not **referred** to arbitration in writing within **ten (10)** regular working days of the decision **given** by management at **step #3** of the grievance procedure, then the grievance shall be deemed **resolved** as per management's **last** answer at **step #3**.

Both parties **agree** that the following arbitrators shall be used to arbitrate grievances:

- 1) Michael V. Watters
- 2) Professor W.B. Rayner
- 3) Professor E.E. Palmer
- 4) Professor J.W. Samuels
- 5) Professor G.J. Brandt

Arbitrators shall be designated in numerical order. The decision of the arbitrator shall be final and binding upon both parties.

2. The arbitrator shall not have jurisdiction to alter, or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, not to give any decision inconsistent with the terms and provisions of this agreement.

The Arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such penalty, as in the opinion of the Arbitrator, is just and equitable. Also, no grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the grievance, and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

3. Each of the parties hereto will bear one-half (1/2) of the expense of the Arbitrator. The Union, it is agreed, will pay the lost time of the interested party or parties to the Arbitration, and any Union witnesses that might be required for the hearing. The Company shall pay the Union Chairperson for one day, eight hours at his/her straight time rates for attendance at arbitration. If there should be an accumulation of grievances to be referred to Arbitration, one Arbitrator shall be constituted to deal with all such grievance disputes.
4. Any statement used by the Grievor, or the Union, or the Company will not preclude the subsequent use of

other clauses of this contract in support of, or denial of, the grievance up to and including Arbitration.

5. All reasonable ~~arrangements~~ **Will** be made to ~~permit~~ the conferring parties to ~~have~~ access to the Plant to ~~view~~ the disputed operations, and to confer with the necessary witnesses.
6. An allegation by the Union, that the Company, or an allegation by the Company, that the Union has ~~violated~~ or misinterpreted this Agreement may be lodged in writing as a Policy Grievance to the party concerned. Failing satisfactory settlement, the Policy ~~Grievance~~ may then be appealed to an Arbitrator selected as herein provided,

ARTICLE IX - DISCHARGE CASES

1.
 - a) When an employee has been discharged or suspended, he or she shall be ~~advised~~ **that** he or she may interview with his or her Committeeperson. If the employee ~~so chooses~~, this will be done in private for a reasonable period of time before leaving the Plant ~~premises~~.
 - b) When ~~an employee~~ is suspended for any length of ~~time~~, Saturdays, Sundays ~~and~~ holidays will ~~be~~ counted if these days are scheduled for the employee to work.
2. A claim by an employee that he or she has been ~~wrongfully~~ suspended, or discharged, shall be treated as a Special Grievance, if ~~a~~ written statement of such grievance is lodged with the Management or ~~its~~ designated representative within ~~five (5)~~ **working days**.

Failing satisfactory settlement, the grievance may then be appealed to an Arbitrator selected as herein provided.

3. The Company will notify the Committee person prior to the start of the meeting, the nature of the meeting, or the discipline to be imposed.
4. The Company will supply the Plant Chairperson with a copy of the documents pertaining to the discipline imposed.
5. The Company will provide notification to the union of the discharge of any bargaining unit employee.

ARTICLE X - DISCIPLINARY ACTION PROCEDURE

1. To enforce plant rules and regulations, the Company will follow a progressive discipline system which may include warnings, suspensions, and terminations.
2. When any employee is called to the office for an interview for work record counselling or for disciplinary action, no disciplinary action will be taken until a Union Representative or designee is present, provided there is one available. The company will notify the union representative or designee of the subject matter prior to the meeting.
3. The specific discipline imposed depends on the breach of rules and regulations and the circumstances. In serious cases such as theft, the employee may be discharged without any prior disciplinary steps.

4. Disciplinary **measures** should suit the offence **and** the principles of progressive discipline. The **employee** may treat verbal warnings, **written** warnings, suspensions, or discharge as grounds for **a** grievance.
5. Each individual warning or disciplinary notice will be in effect for **one** year from the date of **issue**. Upon **expiry** of the **period** above, **such** entries shall be removed from the employee's record and will not be used in imposing future disciplinary action against **said** employee.
6. When discipline (written warning, **suspension**, and discharge) is to **be** imposed by the Company, **said** discipline shall be imposed within ten (10) work days from the date the Company was aware **of the** infraction, including the identity **of** the **alleged** offender(s). If the above time limits are not **strictly** adhered to, the discipline will not be imposed or recorded. These time limits may be extended by written agreement of both parties. For the purpose **of** this article, work days shall exclude Saturdays, Sundays, holidays and days the alleged offender is absent from the plant.

ARTICLE XI - SENIORITY

1. **An** employee will be considered on probation and will not be **placed** on a seniority list until after he or **she** has worked for a total of eighty (80) working days for the Company within **a period** of **twelve (12) consecutive** months. Seniority shall date from eighty (80) days prior **to** the completion of their probation **period** with the Company, and will accumulate thereafter. The probationary employee will have the right to process

any grievance during his or her probationary period, except that the discharge of a probationary employee is ~~at~~ the sole discretion of the Company and shall not be the subject matter of a grievance under this ~~agreement~~ unless such discharge is contrary to Article III, Sub ~~I~~ of this agreement, the ~~proof~~ of which shall be upon the Grievor.

2. Seniority lists of employees shall be maintained by the Company on a plant-wide basis, and each list shall show the date of hiring of each employee.
3. Seniority lists will be revised every three (3) months and will be ~~posted~~ in the plant with one copy to each member of the Plant Committee and one copy to the Union ~~so~~ that they are ~~available~~ to the employees concerned at all times. ~~If~~ an employee does not challenge the position of his or her name on the list within the ~~first ten~~ (10) working days from the date his or her name first appears ~~on~~ the list, then he or she shall be ~~deemed~~ to have his or her proper seniority standing for the purpose of the application of seniority ~~to~~ promotion, demotion, transfers, layoffs, ~~recalls~~, ~~provided however~~, that any clerical error in the seniority list shall be subject to correction at any time ~~neither~~ the Company nor any employee shall suffer as a result of ~~such~~ error or the correction of ~~such~~ error.
4. When an employee ~~is~~ removed from the payroll, the Company will notify the Chairperson of the Plant Committee ~~wherever~~ possible, prior to the said removal.
5. Any ~~future~~ appointees to ~~supervision~~, or ~~excluded~~ jobs, are to maintain their seniority as of the date of transfer

providing the employee returns to the bargaining unit within ~~six~~ (6) months from the date of the employee's date of transfer or appointment.

ARTICLE XII - LAYOFF AND RECALL

1. When there is a reduction in the working force the following procedure shall be used:
 - a) Probationary employees throughout the plant will be the first to be laid off.
 - b) Thereafter, employees shall be laid off according to seniority procedure on a plant-wide basis. The most senior employee will be retained as long as there is work available which they are able to perform.
 - c) Where a layoff is necessary, with the exception of temporary layoff as provided for in Article XIII, the Company will give at least forty-eight (48) hours notice of such layoff to the employee or employees affected, and to the Chairperson of the Plant Committee or pay in lieu of notice eight (8) hours at straight time rates to the employee or employees affected. This pay in lieu of notice shall not be required if the layoff is a result of an Act of God, mechanical failure, or circumstances beyond the control of the Company.
 - d) An employee who is moved from one classification to another due to a reduction in the workforce will be returned to his/her previous classification in accordance with seniority should an opening occur in that classification within

~~twelve (12) months~~ from the date of the reduction. This provision shall not apply to any employee who has been a successful applicant on a job posting during the ~~twelve~~ month period.

2. a) When there is an increase in the working force ~~after~~ a layoff, the reverse of the above layoff procedure shall be followed.
 - b) If the employee cannot be reached by telephone, the Company **agrees** to send recall notices by registered letter to the ~~last~~ address shown on the Company records.
 - c) Each employee who is laid off shall **keep** the Company informed as to his or her current address, failing which **the** Company **will** not be responsible if notice of recall to work ~~fails~~ to reach ~~said~~ employee.
3. A list of employees to be laid off will be made available to the Plant Committee at least ~~forty-eight (48)~~ hours, prior to the layoff becoming **effective**.
 4. **An** employee will ~~be retained on~~ the **seniority list** during a layoff and **will** accumulate seniority during such period, subject to the limitations under Article XVI (1e) Loss of Seniority provisions.

ARTICLE XIII - TEMPORARY LAYOFF

1. The Company may layoff employees on a temporary layoff of ~~two (2)~~ working days or ~~less~~ without observing the layoff procedures contained in this agreement. This ~~provision~~ applies to emergency situations (eg. fire,

Rood, power failure, lack of parts, major mechanical breakdown). These provisions will only apply two (2) times per contract year.

For temporary situations arising from customer demand, the company *may at* its option, offer any available work to the most senior employee in the classification where the work is being performed, or pay the most senior employee in the classification the equivalent hours being worked by a less senior employee in the classification. The above provisions will only apply for two (2) working days or less and two (2) times per contract year.

ARTICLE XIV -JOB POSTING

1. Whenever an opening occurs, notices of such openings shall be posted on the bulletin boards within twenty-four (24) hours and be posted for a period of three (3) working days. An employee wishing to apply may do so on a form provided within the said three (3) day period. The decision to fill such vacancy shall be made in favour of the applicant having the greatest plant-wide seniority who is able and willing to perform the work. An employee who is transferred as a result of a job posting will not be eligible to apply for another job for a period of six (6) months. An employee who has been disqualified by the Company during the trial period, may apply for a different job classification within the six (6) month period.
2. Probationary employees shall be eligible to bid for jobs during their probationary periods, however, this in no way restricts the Company from utilizing them on jobs to see where they can be fitted in as employees.

3. A **successful** applicant shall be transferred to the new position within **five (5)** working days of the completion of the posting period.
4. a) A successful applicant will be given training for a period of up to **twenty-five (25)** working days, of which at least **five (5)** days shall be consecutive (**subject** to unforeseen circumstances). This training period may be extended with the mutual agreement of the parties.
- b) It is understood that management may disqualify an employee during this training period if the ability and physical capabilities to perform the job have not ~~been~~ demonstrated.
- c) In addition, **after** the first **five (5)** days of training, if the Company feels the employee is qualified to **perform the work**, it shall notify the ~~employee~~. The ~~employee~~ may accept the position immediately, or may delay their decision by **24** hours, following which they may **accept the position by** so signing in writing, or decide to return to their previous classification.
- d) Any employee may during the **twenty-five (25)** day training period give up the position and return to their former classification. Employees who have **been** disqualified or have given up their position may not apply for the **same** job classification for a period of **twelve (12)** months.
- e) If the employee returns to their former classification within the **twenty-five (25)** day

training period or is disqualified from the position, the Company will return to the original job posting for selection of the next applicant in accordance with Article XIV(1), and so forth.

5. a) It is understood that the job classification of Industrial Millwright Mechanic will not be a posted job, but will instead be filled by outside journeymen or work years equivalency candidates.

If the company deems it necessary to create a millwright apprenticeship opening, this opportunity would be afforded to internal applicants who have satisfactorily passed a qualifying aptitude test and have the seniority to gain the position.

- b) It is understood that the job classification of Q.C. Technician will not be a posted job, but instead will be filled by outside candidates.
6. The Company will maintain a minimum of one backup per shift for the classification of QC inspection, SPC technician, shipper/receiver, lift truck, maintenance setup and janitor. An employee shall not be entitled to hold more than one backup position. Any permanent vacancy that occurs in the backup list will be filled through a posting in the same manner as regular full time postings.
 7. When it becomes necessary to temporarily transfer employees from one classification to another classification the following procedure will apply:

- a) The backup person on shift will be the first transferred if one is available.
- b) If there is no backup, it will be offered to the high seniority ~~employee~~ on shift who is able to perform the work.
- c) If there are no seniority ~~employees~~ on shift who volunteer to transfer then the low seniority employee on shift who is able to perform the work will be transferred.

Such ~~employees~~ as may be assigned to the temporary work shall receive the pay of their regular job classification or the top rate of the job classification in which the temporary work occurs, whichever is the higher.

8. Employees who are absent from work at the time of a full time job posting shall be eligible to apply for that posting if they return to work within two (2) weeks, from the day the posting went up.
9. In the event that bargaining unit employees are assigned to train other employees, ~~seniority~~ employees within classifications other than assembly, will be normally responsible for the training of trainees and will receive a training rate pursuant to the training letter of agreement #5.

ARTICLE XV - TRANSFER OF OPERATIONS

1. In the event the operations of the Employer's Windsor, Ontario plant are transferred to another plant location elsewhere in Ontario, Canada, each seniority

employee shall be given the opportunity to transfer to the new location retaining their cumulative seniority before new employees are hired.

ARTICLE XVI - LOSS OF SENIORITY

1. Seniority rights and employment of an employee shall cease for any one of the following reasons:
 - a) If the employee quits his or her employment.
 - b) If the employee is discharged and such discharge is not reversed through the grievance or arbitration procedures.
 - c) Failure to return to work within five (5) working days after issuance of the Company's notice of recall by registered mail to the last address shown on the Company records after a layoff. This clause shall not apply if the employee furnishes satisfactory reasons for such failure.
 - d) If the employee fails to report for work within three (3) working days after the expiration of any leave granted to him or her, unless the employee furnishes satisfactory reason for such failure.
 - e) If an employee has been laid off for the following period:

From date of seniority to 1 year: One year recall from layoff.

1 year and over: Length of service up to a maximum of **six years** from layoff

- f) If an employee is absent for more than four **(4)** consecutive working days without advising the Company unless the employee provides **satisfactory reason** for his or her absence.
- g) If **an** employee is **engaged** in gainful employment for any other person, firm, or corporation during a leave of absence.

ARTICLE XVII - LEAVE OF ABSENCE

1. Personal Reasons: **An employee** will be allowed a **sixty (60) day leave** of absence without pay for personal reasons if:
 - a) He or she requests it from Management in writing.
 - b) The leave is for a good reason and does not interfere with the operations. However, in **emergency** situations, leave shall not be unreasonably denied.
 - c) Any employee granted an emergency leave of absence will not be required to take their **vacation** entitlement prior to a leave being granted.
2. *All* requests for **leave** of absence under this **Article** shall be made **at** least thirty (30) days, whenever possible, prior to **the** proposed **commencement** of the said **leave** of absence. The Union will be notified of all leaves granted under this section.

3. During the leave of absence the employee shall not engage in gainful employment for any other person, firm, or corporation.
4. **Leave of Absence to Attend Union Convention :**
An employ~~ee~~ who has **been elected** or appointed by the Union to attend Union Conventions or Conferences shall be granted a leave of absence without pay for this purpose. **The** Union will inform **the** Company of the names of the delegates. Such leave of absence shall not **exceed** nine (9) consecutive working days at any one time, or an aggregate of **fifty** (50) working days for all employ~~ees~~ in any **twelve** (12) month period.
5. a) **Leave for Union Business:** The Company will grant a leave of absence without pay, **social** security, **vacation** pay, and holiday pay, to employ~~ees designated~~ by the Union who become members of the Union's National Staff or **Local 195** Union office, and **such** leave of absence shall extend from **p a r** to year, **subject** to renewal thereof on **the** anniversary **date** of the **granting** of such leave of absence.
- b) **Leave for General Council Business:** The Company will **gran**t a leave of **absence** for four **(4)** hours without pay **to** those general council delegates working on the **afternoon** shift in order to attend General Council Meetings. The Union will **keep** the Company fully informed as to the Delegate **names** and schedule of meeting dates.

6. **Education Leave:** The Company shall grant Union sponsored education leave for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time. Said leave of absence will be intermittent over a twelve (12) month period from the first day of leave. Employees on leave of absence will continue to accrue seniority and benefits during such leave.
7. **Affect of Leave of Absence :** Any leave of absence will be in writing and no such leave will affect any employee's seniority rights when used for the purpose granted, provided he or she returns to work at the expiration of his or her leave.
8. **Pregnancy/Parental/Adoption Leave:** Employees will be granted a leave in accordance with the Employment Standards Act. Employees will be granted an additional seventeen (17) weeks at the end of their pregnancy leave at no cost to the Company.
9. **Jury Duty:** When an employee is summoned and reports for Jury Duty or Crown Witness, the Company will pay the employee his or her regular wages for the scheduled hours of work, less the payment received from the court. The employee must present a letter or receipt indicating the amount paid by the court.
10. **Bereavement Leave:** In the event of the death of an immediate relative, an employee shall be granted a paid leave of absence of three (3) consecutive work days at the employee's regular rate of pay, one of

which days shall be the day of the funeral. These days shall be exclusive of weekends and paid holidays.

Should the funeral occur during a weekend or a paid holiday, the leave shall be granted on any three consecutive workdays immediately preceding or following the weekend or paid holiday.

Immediate relative shall mean employee's mother, father, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, stepchildren, foster children, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparent of spouse, common-law spouse, parents of common-law spouse and children of common-law spouse.

For purposes of this subarticle, common-law spouse shall be as defined in the Family Law Act, and provided that the employer has recorded the spouse as the beneficiary of the group life insurance and/or a dependent on health and welfare coverage. This latter requirement shall not apply if the employee was or is required to provide such coverage to a former spouse pursuant to a court order or separation agreement.

Bereavement leave during an employee's scheduled vacation will extend the vacation with pay by the number of qualified days. Extended vacation will be taken at a time mutually agreeable to the Company and the employee.

11. The Company will grant a leave of absence to any employee who is convicted under the provision of the Criminal Code of Canada, and the Highway Traffic Act

(Ontario) relating to offences arising out of the operations of a motor vehicle (the same to include driving a motor vehicle while intoxicated) if the employee is sentenced to a term of imprisonment therefore. This leave of absence shall not exceed 120 days.

12. If an employee is sentenced to imprisonment of 30 days or less for a Criminal Code offence not provided for in subarticle 11, the employee may apply for a leave of absence, and the Company will accept the sentence as a satisfactory reason for the employee's absence from work during the term of imprisonment, on a one time basis only. This article shall not prevent the Company from disciplining employees for just cause for matters which have lead to imprisonment.

ARTICLE XVIII - BULLETIN BOARDS

1. The Company will provide the Union with two bulletin boards. One board to be located in the employee lunchroom, and the other located in a prominent location in the plant.

ARTICLE XIX - UNION SECURITY AND CHECK-OFF OF UNION DUES AND INITIATION FEES

1. It is agreed by the parties that all employees shall sign a Union Membership Card and shall remain members of the Union as a condition of employment. The Company agrees to give to each new employee a copy of the Collective Agreement.
2. It is also agreed by the parties that all present employees of the Company shall pay Union Dues and

Initiation Fees as a condition of employment. All new employees hired shall also, as a condition of employment, have deducted from their pay, the monthly Union Dues, or an equivalent sum, and shall at the completion of the probationary period, have deducted from their pay, the Union Initiation Fee, which will be checked-off by the Company. Union dues shall be deducted during the second week of the month according to the Gates accounting calendar.

3. The amounts so deducted shall be such sums as may from time to time be assessed by the Union on its members in accordance with the Constitution and/or Bylaws of the National and Local Union. In case of any conflict, the Bylaws or Constitution of the National Union shall govern.
4. The Company agrees to forward to the Financial Secretary of the appropriate Local Union by cheque each month, not later than five (5) working days following completion of the first full week of the following month from which deductions were made, the total amount deducted, and also a list of the employees from whom the deductions were made, and who were not checked off and the reason.
5. The Financial Secretary of each Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fees, that may from time to time take place in line with constitutional requirements.
6. The Company shall be free from any liability by reason of the deductions authorized in this Article.
7. The monies referred to in this Article are to be held in

trust by the Company. **These** monies cannot be used in any fashion by the Company or **its** agents or any **agents acting on behalf of its** creditors. The **sole** and **exclusive** role of the Company is to deduct the **monies** and hold them in trust until **such** time **as** they are remitted to the Union in accordance with this **Collective** Agreement.

ARTICLE XX - PAID EDUCATION

1. On prior approval of the Company, an employee who **successfully completes** a course related to their job function, shall be reimbursed for one hundred (100) percent of the tuition **fees** associated with such **course**.

ARTICLE XXI - PAYMENT OF WAGES

1. Payment of wages shall normally be made prior to lunch period *on* Thursday on the employee's scheduled shift, except that when a holiday occurs on a Monday, payment of wages shall normally be made on Thursday prior to the end of the employee's shift. **However**, for those employees on the midnight shift when a holiday occurs on a Monday, payment of wages shall normally be made during their Friday shift. Those affected employees will have the option of obtaining their cheques via the reception office at the end of the day shift on Thursday, upon providing satisfactory identification.
2. If a holiday falls during the pay week, the Company will have to submit payroll **on** the prior Friday. In these **cases** the Company will have to estimate the balance of the week's hours and make any plus or minus

adjustments the following week.

- a) If the holiday **falls** on a Friday, the same procedure will **be** followed **as** described in 2 above. In these **cases** then, pay cheques will be available on Wednesday prior to the shift end. **Except** that those **employees** on the midnight shift, shall receive their pay **cheques** on Thursday prior to shift end. Those affected employees will have **the** option of obtaining their **cheques** via the **reception office** on Wednesday at the end **of** the day shift upon providing satisfactory identification.
3. Whenever a pay cheque **is** in error by an amount greater than three (3) hours of that **person's** wages, a new or **an** additional cheque in the proper **amounts** **is** to be given forthwith.
 - a) The only **exception** to this **is when** the only cheque error **is** caused by a discrepancy between estimated hours and actual hours worked for instances described in 2 above.

ARTICLE XXII - HEALTH AND SAFETY

1. The Company agrees to maintain adequate sanitary, **safety**, and **health** conditions throughout its buildings, and will provide the following protective clothing and devices:

Plant Personnel Protective Clothing and Devices:

1. Protective smocks or **coats** or coveralls.
2. Gloves, knit or rubber as applicable.

3. Safety glasses, non prescription, and prescription per plan.
4. Safety footwear.
5. Aprons where required.
6. Finger tape.
7. Powder.
8. Armlets if requested.
9. Hearing protection if requested/required.
10. Barrier cream.
11. **wrist** supports **as requested**.
12. **Plastic boots if requested**.

The Company **reserves** the right to **stipulate** the terms and conditions under which protective devices are **issued** and used by **the** employees, **subject** however, to the Occupational Health and Safety Act and Regulations of Ontario, and amendments thereto. No **employee** will be disciplined for refusal to **use** any equipment which, in the **opinion** of the Chairperson of the **Safety Committee** **and** the **Safety Supervisor** is not in safe operating order. If there is a disagreement between the Chairperson of the Union Safety Committee and the Safety Supervisor, the Plant Chairperson may institute a grievance.

2. A **Safety Committee** composed **of** both Union and

Company representatives shall be set up as provided for by law. The Health and Safety Committee shall meet monthly or at such other times as may be desirable.

3. The purpose of the Committee will be to meet regularly and to have periodic tours of the plant in order to check on possible health and/or safety hazards. Further, the Committee will meet to investigate any lost time accidents with a view to implementing measures to prevent further occurrences of the same nature.
4. It is understood that the purpose of the Safety Committee is not to place blame, but work cooperatively in a matter which will protect all employees from safety and health hazards. Recommendations made by the joint committee should be given careful consideration by top management and implemented as soon as possible.
5. There shall be adequate ventilation in the plant. The Company shall ensure that fumes from all tanks in the plant are removed promptly from all areas where employees are required to perform work.
6. The Company agrees to provide safety glasses in designated areas. Prescription glasses will be provided when required to seniority employees only. The Company will pay up to one hundred and twenty dollars (\$120.00) within a two (2) year calendar period (January 1 to December 31) for prescription safety glasses purchased through the Company approved vendor. The Company will replace damaged safety glasses, or pay for necessary repairs to same, when the damage materially affects their use and if the

damage was not ~~caused~~ through the employee's negligence. If ~~an~~ employee loses his/~~her~~ safety glasses, the employee will ~~be~~ required to pay the full ~~cost~~ of replacement.

7. **Each** seniority employee will be entitled to an allowance of up to ninety dollars (\$90.00) per pair of safety **shoes**, through the Company approved **vendor**, **once every** calendar year (January 1 to **December 31**) upon receipt by the Company of proof of purchase.
8. It is **agreed that** heat ~~passes~~, when ~~requested~~, will not ~~be~~ unreasonably withheld.
9. **The** Company **agrees** to provide **each** seniority employee with Company approved ear plugs or one headset, if ~~requested~~. The headset shall remain the property of the Company and the employee shall **be** required to pay the full ~~cost~~ of replacement *if* lost or damaged.

ARTICLE XXIII - INJURY ALLOWANCE

1. An employee injured on the job shall **be** paid for the balance of his or her eight (**8**)hour *shift* on which the injury **occurred**, **if, as** a result of *such* injury, the **employee is sent** home or to **an** outside hospital. The Company will make available transportation for *such* injured employee.

If an employee requires further treatment for his or her injury, he or **she** shall be allowed to take said **treatments** during the *working* hours without suffering any **loss** in pay. Provided ~~however~~, he or she is to **attend for the** treatment and return to work **as** quickly

as is reasonably possible. And, provided further, the employee is not to take the aforementioned time from work if the treatment can be given to the employee at a time other than during working hours.

ARTICLE XXIV - REPORTING ALLOWANCE

1. Employees who are regularly scheduled and have not received notice as hereinafter provided, not to report to work, and those who are notified to report for work, and having reported are prevented from working for reason beyond the control of the Company, shall be paid a minimum of four (4) hours at their prevailing rates. As a condition of payment, the employee shall perform any available work which is requested of him or her by the Company during the four (4) hour period.
2. Any notice required to be given under this section by the Company shall be deemed to be sufficient if delivered to the last address of the employee on file with the Company or telephone to the last telephone number of the employee recorded with the Company and a message left.

ARTICLE XXV - OVERTIME AND EMERGENCY CALL-IN

1. An employee who has completed their shift, and having clocked out and left the premises, is then asked to work overtime, shall receive a minimum of four (4) hours pay at overtime rates for such additional work.

ARTICLE XXVI - OVERTIME RATES AND CONDITIONS

1. Time and a half ~~after~~ eight (8) hours.
2. a) All work performed on Saturday be paid ~~at~~ one and one half (1 1/2X) times rate of pay.

b) All work performed on Sunday to be paid ~~at~~ double (2X) times rate of pay.
3. All overtime work shall be voluntary, except for necessary work ~~created~~ by an ~~Act~~ of God, or where in the ~~event~~ any urgent or emergency work is required to ~~be~~ done under which the Company has no control, or as provided for below in items 5(g), 6(a), and 6(b). Any employee who refuses to work overtime shall be considered ~~as~~ having worked overtime that day for future allotted overtime work.

Assignment of mandatory overtime ~~as~~ outlined above will be given by the end of the shift Thursday ~~except~~ when the overtime requirement is due to circumstances beyond the control of the Company.

Employees assigned to work mandatory overtime and who ~~have~~ more than one absence on an overtime day in any rolling twelve month period may be required to provide medical certification for future absences.

The Union is to assist and cooperate with management in ~~securing~~ any overtime ~~as~~ hereinbefore ~~set~~ out.

4. a) Total overtime hours will be accumulated on a yearly basis from January 1 through December 31

inclusive, then ~~erased~~. No more than thirty (30) hours overtime will be allowed ~~at year's end~~ between any ~~employee~~ within the same ~~job classification~~ and on the same shift. **Overtime hours shall be charged on a straight time basis.**

b) Notice of ~~overtime~~ opportunity must be given ~~at least~~ one (1) hour before the shift ends for an ~~extended~~ shift, or in the ~~case~~ of a weekend, such as Saturday, Sunday, or a holiday, the work notice for ~~overtime~~ work must be given prior to the last hour of the shift on the Thursday prior to the week end, and in the event of a holiday not on a weekend, a thirty-six (36) hour notice is to be given. If these time limits are not met, the ~~employee(s)~~ will not be charged for overtime opportunities refused.

5. In order that there be conformity in the granting of overtime, the following guidelines are to be allowed:

a) Overtime will be offered within the classification on the ~~basis~~ of low hours ~~by~~ shift. In the event all hours are equal or ~~at~~ zero, overtime will be offered by shift to high seniority first. **An** exception to the ~~requirement~~ of offering overtime ~~by~~ low hours by classification and shift can be made for ~~circumstances~~ requiring overtime work of one ~~(1)~~ hour or less.

Daily/Weekday Overtime:

For ~~daily/weekday~~ overtime, the Company will ~~normally~~ offer overtime on the following basis:

- i)Firstly: Overtime will be offered to seniority employees in the plant by low hours on the shift within classification.
- ii)Secondly: If insufficient classified seniority employees accept the overtime, the backup on shift for the classification, by seniority will be asked for overtime provided one is available.
- iii)Thirdly: Probationary employees in the plant on the shift in the classification.
- iv)Fourthly: TPT employees in the plant on the shift in the classification.

Weekend Overtime:

1. When the Company operates on all shifts, and all shifts are scheduled to work either full or partial shifts, overtime for each shift will be offered in accordance with the following procedure:
 - i)Firstly: Seniority employees by low hours on the shift within the classification.
 - ii)Secondly: If insufficient classified seniority employees accept the overtime, the backup on shift for the classification, by seniority will be asked for overtime provided one is available.
 - iii)Thirdly: Probationary employees on the shift within classification.

iv)Fourthly: TPT employees on the shift.

2. When the Company schedules full or partial weekend overtime shifts, and it will not involve the scheduling of all of the shifts that the Company normally operates, the weekend overtime will be offered by classification to the shift(s) with the lowest average overtime hours as of the end of the previous weekend (end of the afternoon shift on Sunday) in accordance with the following procedure:

i)Firstly: Seniority employees by low hours on the shift(s) in the classification.

ii)Secondly: If insufficient classified seniority employees accept the overtime, the backup on shift for the classification, by seniority will be asked for overtime provided one is available.

If there are an insufficient number of employees available to perform the scheduled work on the scheduled shift(s), the Company will offer the remaining work in accordance with the following procedure:

iii)Firstly: Seniority employees on the shift(s) not scheduled to work with the second lowest average overtime hours, and so forth, will be asked for overtime in the classification, by low hours.

iv)Secondly: Probationary employees on the shift in the classification then probationary employees in the classification on the

shift(s) not scheduled to work.

- v)Thirdly: Any other seniority employee willing to work outside their normal classification who is able to perform the work.
- vi)Fourthly: TPT employees.

Subject to production requirements, when running weekend overtime, **efforts** will be made to maintain employees on their **regularly** assigned shift providing, that shift has been deemed to work the overtime on the basis of low average hours by classification.

If the averaging of hours is equal between shifts then the employees on the Same shift in which the overtime is to occur will **be** asked to work in accordance with the asking procedures.

- b) Employees returning from sick leave (short and/or long term disability), workers' compensation, leave of absence, or vacation, all in excess of two weeks, will be given an **average** of the total accumulated hours per person within their classification on their respective **shift**. If an employee is absent for two (2) weeks or less and their **name** comes up for overtime they will be charged **as** if refused. Any employee who is absent on the day overtime is **offered** but returns to work the next day, they will inform the supervisor of their availability to work.
- c) If for any reason an employee enters a classification for more than **fifteen (15)** working days or **re-enters** a classification after being out of

the classification for more than fifteen (15) working days, that employee will be given the highest number of accumulated Overtime hours in that classification on that shift.

- d) For Overtime equalization, backup employees and temporarily transferred employees assuming the duties of an absent full time employee for fifteen (15) working days or less shall not be charged with the overtime worked. Rather backup and temporarily transferred employees shall be charged for overtime opportunities missed in their regular classification, as if absent. This overtime shall be payable at the rate for the job performed.
- e) New employees will be issued the highest number of overtime hours within their classification upon obtaining their seniority.
- f) It is understood that employees outside their classification on overtime who do not hold a trainee/backup position shall not be charged with hours worked. Non-chargeable overtime will be offered on a rotational basis. This overtime shall be payable at the rate for the job performed.
- g) Overtime will be normally offered to maintenance classification personnel on the basis of low hours by shift pursuant to the above asking procedures. If there are insufficient volunteers to work overtime then the low hour employee(s) within the maintenance classification shall be scheduled to work by shift. This condition shall not apply to Sunday or paid holiday overtime.

6. a) Overtime opportunities in the Quality Control Department will be offered on the basis of low hours on the ~~shift~~ pursuant to the ~~above~~ asking procedures for Monday to Friday, Sunday or ~~paid~~ holidays.
- b) Saturday overtime in the Quality Control Inspection classification will normally be offered on the basis of low hours by shift pursuant to the ~~above~~ asking procedures. If there are insufficient volunteers to work overtime, then the low hour ~~employee(s)~~ within the quality control inspector classification shall ~~be~~ scheduled to work by shift.
- c) Employees scheduled and report for quality control overtime and are subsequently assigned to another ~~classification~~ will ~~receive~~ the higher rate of pay for that day.
7. Employees who having agreed to work any weekend or holiday overtime and decline on Friday or do not attend work on their scheduled ~~overtime shift~~, will be charged two times (2X) the normal amount of hours. However for equalization purposes, if this situation were to occur near year end, it will not ~~give rise~~ to an inequity in overtime hours beyond the thirty hour rule.
8. Employees shall not be entitled to work more than eight (8) ~~consecutive~~ hours of overtime unless agreed to by the Company and employee.
9. Employees who are on a steady shift, ~~beyond~~ the normal two week rotation system, will have their ~~overtime~~ hours ~~accumulate~~ but will be red circled and will not count in the equalization, or averaging, of

overtime hours.

10. In the event employees **are** contacted by phone for weekday overtime prior to the start of their shift, this **overtime** will be chargeable whether worked or refused. However, **if** the **employee** cannot **be** contacted, then no hours will **be** charged. Whenever **possible, supervisors** contacting employees by phone for **these** purposes will have a union representative present to witness **the** call.
11. Prior to assigning an **employee** to work the mandatory Saturday overtime in the Quality Control or Maintenance classification, *it* will be **offered** to **the** backups in the classification, who have the ability to perform the **available work**. **If no back up volunteers to cover the shift, the low hour classified employee on the shift** will be assigned.

ARTICLE XXVII - PAID HOLIDAYS

1. The Company will pay **to all** employees, their regular **rate** of pay for nine (9) **paid** holidays in **each** year of the **contract** if so qualified as per the following **schedule**:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

Plus, two **(2)** floating holidays starting first year, **scheduled** in accordance with production requirements.

2. To be eligible for holiday pay, you must work both the full regularly scheduled work day immediately preceding and immediately following the holiday. Absence on these qualifying days will be excused when the employee has obtained written permission from his or her immediate supervisor prior to the holiday. Excused absences will be at the Company's discretion. Proven unavoidable tardiness up to a maximum of one hour will be accepted.
3. An employee required to work on any paid holiday is to receive two (2) times the employee's regular hourly rate in addition to regular pay.
4. Laid off employees will be eligible for holiday pay if they are laid off within fifteen (15) working days of the observance of the holiday.
5. If a holiday falls on a working day during an employee's vacation, he or she will receive a days pay for such holiday in addition to his or her vacation pay, and will be granted an additional day off work.
6. For pay purposes, when any of the above holidays fall during the period when an employee is covered by short-term disability benefits, the employee will be paid \$ 64.00 for the holiday pay by the group insurance carrier and the Company will pay the additional amount to ensure those employees affected receive full holiday pay. Employees who are receiving long term disability (LTD) or Workers' Compensation benefits will not receive holiday pay.
7. Backup employees who have worked both the full regularly scheduled work day immediately preceding

and immediately following the holiday, in their backup classification will be paid the rate of that classification for the holiday.

ARTICLE **XXVIII** - VACATION PAY

1. Employees shall receive vacation pay in accordance with the provision outlined below:

Length of Service	Vacation Pay	Vacation Time
0 < 1 year	4% of gross earnings	-- days
1 - 5 years	4% of gross earnings	10 days
Upon completion of 5 yrs. up to 15 yrs.	6% of gross earnings	15 days
Upon completion of 15 yrs. and beyond	8% of gross earnings	20 days

2. It is agreed, the vacation pay will be computed on a July 1st through June 30th base, in the following manner:
 - a) Vacation pay will be paid on the last Thursday in June, by separate cheque(s).
 - b) Vacation pay will be calculated on gross earnings from the vacation-pay calculation date of the previous year, to the Friday preceding the last Thursday in June of the current year.
3. a) The Company will advise the employees by notice **posted** on the bulletin board, by May 31 in each year whether it intends to schedule a plant shutdown or a partial shutdown during the period

June 25 through Labour Day of that vacation year.

In ~~cases~~ where there is a scheduled shutdown or partial shutdown, up to two (2) weeks of any employees' vacation eligibility will be scheduled by the Company during such period. The Company reserves the right to limit the number of employees on vacation at any one time.

In ~~cases~~ where there is a partial shutdown the following procedure will apply

- I. Any seniority employee who is scheduled for vacation time off that falls within the partial shutdown will be deemed to be on vacation during that period. However, the Company reserves the right to limit the number of employees on vacation at any one time.
- II On or before March 15 of *each* year, the Company will post a sign up list requesting volunteers who wish to work during the partial shutdown period. The list shall remain posted until March 31. Employees who have requested vacation time which coincides with the partial shutdown period shall not be eligible to work during this period. Eligible employees who have volunteered to work the partial shutdown period will be scheduled to work, if needed, on the basis of seniority among those who have volunteered.
- III. Any employee who has used up their vacation eligibility prior to the shutdown or has been scheduled for vacation time off after the shutdown

may **be** scheduled to work in accordance with **seniority** and production requirements.

- IV. **Any employee** who **has** vacation **eligibility** and **has** not submitted **a vacation** request may be scheduled to work in accordance with seniority and production requirements. **If** there are more employees who fall in this category than the production requirements need, they will be deemed to **be** on vacation for that period.
 - V. **Any employee** who has no **vacation** eligibility and is not required to work during this period will be deemed to be on lay off.
- 3. b) In the **event** there **is** no scheduled **shutdown** or **partial** shutdown, **vacations** will be granted by the **employer** in accordance with seniority. However, **the** Company **reserves** the right to limit the number of employees on vacation **at** any one time, consistent with **production** requirements and sound business practices.
 - 3. c) All **vacation** time requests must be submitted to the Company in writing on or before **April 1** of **each year**. **Employees** will have the opportunity to submit two (2) **vacation** preferences. **Employees** may submit **vacation** requests for incremental **periods** of **less** than one (1) week **to** be taken **after** Labour Day of that vacation year. These incremental vacation periods in total however will not **exceed** one (1) week of **vacation** eligibility.
 - 3. d) The Company will **post** **each** year, the **April** 1st deadline **noting** employees to submit their

vacation requests. The Company will respond to **vacation** requests no later than June 8th of each year.

4. **An** employee who becomes ill during a vacation period, does not **receive** an extension of such a vacation period.
5. Vacation time off, must be taken within the year, and **likewise** can not be accumulated from one year to the next. For the purpose of this article, the vacation year shall be January 1 to December 31.
6. In all instances, an **employee** must work **one thousand** (1000) hours during the period referred to in paragraph 2(b), to qualify for vacation pay, and also, in all instances, the employee will receive the eligible percentage of **earnings** or pay for the appropriate time off, whichever is greater. If an employee does not **attain one thousand** (1000) hours, **government** law will apply.
7. **An employee** who has earned vacation scheduled prior to July 1st shall **receive** an applicable vacation pay cheque at the time of taking such vacation, provided sufficient advance notice is given to the Company.

ARTICLE XXIX - BENEFIT COVERAGE

1. The Company will pay the premium costs covering the following items for **seniority** employees and their eligible dependants. The Company **reserves** the right to **select** the carrier of **each** plan.

1. Extended Health Services Plan **GC**
- \$2.00 co-pay; Prescription Drugs
2. Vision Plan **EHC Plan GC**
- \$120/24 months for glasses
- \$275/24 months for medically necessary contact lenses
3. Audio Plan **EHC Plan GC**
- \$300/5 years
4. Out of Province Plan **OP**
5. **Semi-Private Plan 1**
6. Dental Plan **2S**
-100% current ODA fee guide; \$25 single/family deductible per calendar year
-Effective November 20, 1999, orthodontics coverage at 50% co-pay up to a \$1500.00 maximum lifetime amount for eligible dependants only (17 years and younger).

The Company will pay the premium costs covering the following items for seniority employees only. The Company reserves the right to select the carrier of each plan.

- I. Group Life Insurance
- equivalent to 2X annual wage based on regular earnings.
2. Accidental Death and Dismemberment
- equivalent to 2X annual wage based on regular earnings.

3. Weekly Indemnity 1/1/8/26

November 20, 1999 \$320.00

1st day accident, 1st day hospital, 8th calendar day illness maximum 26 weeks. Submission to ~~carrier~~ within 90 days.

4. Long Term Disability insurance

-60% basic monthly income limited to a maximum of \$5000.00, subject to reductions. However, your overall benefit from all sources shall be limited to 85% of your monthly income. Long Term Disability commences at the completion of 26 weeks of Weekly Indemnity and is payable to your 65th birthday.

Long Term Disability Definition

A state of complete and continuous incapacity, resulting from illness or accidental injury, which wholly prevents the participant from performing:

- a) Each and every function of his regular employment during the elimination period and during the twenty-four months immediately following, without regard to the availability of such occupation; and
- b) Afterwards, any remunerated function or work for which he or she is reasonably fitted by training, education or experience.

Disability will only be recognized under a) above if the participant is receiving no remuneration arising either

directly or indirectly from any employment, except under a rehabilitation program approved by the insurer.

For disability to be acknowledged, the participant's condition must require both regular and continuous medical care **actually given by** an appropriate **specialist** and appropriate therapy, considered satisfactory by the insurer.

The above list of **benefits** is only a general **description** of the **benefits** as negotiated between the parties. Full detail and particulars are specified in the **legal plan texts** and shall be considered the **governing** documents.

2. Employees who are off work because of a Workers' Compensation disability will be covered by the plans during their entire **period** of absence. **However**, if it is **determined** by the Workers' Compensation Board that the injured employee will be unable **to** return to the Company employ, the Company will **cease** to pay the premiums on her/his behalf.
3. **Benefit** plan coverage will be maintained for those seniority employees **who** are on layoff or leave of **absence to** the end of the **second** month following the month **of** layoff or commencement of leave of absence.
4. **Benefit** plan coverage will be maintained for those seniority employees who are absent due to non-compensable illness or injury for a period of **twelve** (12) months following the month in which the absence commenced.

ARTICLE XXX - HOURS OF WORK

1. The hours of work will be maintained in accordance with the following schedule:

Shift	Starting Time
First Shift	6:45 AM
Second Shift	3:45 PM

2. However, it is understood, that the Company reserves the right to alter the hours of work due to production requirements.
3. Employees required to rotate shifts shall be assigned for a consecutive period of two weeks on the off shift and such period on day shift, as to ensure equal distribution of rotation to all rotating employees. Shift exchanges shall be at the mutual Agreement of the employees involved, however, such variations shall be put in writing, and approved by the departmental supervisor in the week prior to the rotation. Such approval will not be unreasonably denied. Backup employees may only exchange shifts with employees in the same primary and backup classifications.
4. If conditions require the operation of a third shift, the Company will negotiate a fair and equitable rotation schedule with the Shop Committee.
5. Probationary employees will rotate at the discretion of the Company.

ARTICLE XXXI - REST PERIOD

1. A rest period of ~~fifteen~~ (15) minutes for the first half shift and ~~fifteen~~ (15) minutes for the second half shift will be allowed. The time for each rest period to be mutually agreed to by the Company and the Union.
2. A five (5) minute clean up period will be granted to each employee at the end of the regular shift, as well as at lunch break.
3. The Company grants to the employees a ten (10) minute rest period following the completion of the regular shift, prior to the commencement of an overtime period, ~~provided~~ the employee is scheduled to work one (1) hour or more, and ~~provided further~~, the employee receives one wash up period of five (5) minutes only, ~~taken at~~ the completion of overtime.

ARTICLE XXXII - PRODUCTION STANDARDS

1. It is the responsibility of the Company to establish production standards that:
 - a) Are fair and equitable.
 - b) Are based on the working capabilities of a normal worker.
 - c) Give due consideration to the quality of the workmanship required.
 - d) Give due consideration to fatigue, personal time, and delays.
 - e) Give a complete description of the methods and conditions under which the standard was established.

ARTICLE XXXIII - ESTABLISHMENT OF NEW CLASSIFICATION

- 1.** Within **fifteen (15)** working days following the establishment of a classification not shown in this Agreement, the Company will submit to the Union, a description summary of the job and the classification to which it has been assigned.
- 2.** In order to provide an appeal against a new classification and/or rate structure, the following procedure will be used:
 - a)** The Union shall lodge **the** appeal in writing to Management.
 - b)** The **appeal shall** outline **the** reason or **reasons** for disputing the **description** and classification and rate of pay assigned and these shall be the only subjects of the appeal.
 - c)** Failing a satisfactory disposition of the appeal, either **party** may refer the matter to Arbitration.

ARTICLE XXXIV -WAGES

- 1.** General wage increase to all bargaining unit employees **of** fifty (50) cents per hour, **effective** May 31, 1999.
- 2.** General wage increase to all bargaining unit employees **of** fifty (50) cents per hour, **effective** November 20, 2000.

3. General ~~wage~~ increase to all bargaining unit employees ~~effective~~ November 20, 2001, in the amount of fifty (50) cents per hour.

ARTICLE XXXV -WAGE RATE AND CLASSIFICATION

Classification	31/05/99	20/11/00	20/11/01
Assembler	\$14.50	\$15.00	\$15.50
Q.C. Inspector	\$15.98	\$16.48	\$16.98
Shipper Receiver	\$15.23	\$16.23	\$16.73
Q.C. Technician	\$20.49	\$20.99	\$21.49
S.P.C. Technician	\$17.37	\$17.87	\$18.37
Lift Truck Driver	\$14.75	\$15.50	\$16.00
Maintenance Set Up Machine Repair	\$16.62	\$17.12	\$17.62
Janitors	\$14.50	\$15.00	\$15.50
Industrial Millwright	\$22.54	\$23.54	\$24.04
Stores/Maintenance setup	\$16.62	\$17.12	\$17.62

Shift Premium: Afternoons \$.35, Midnights \$.35

Module ~~Leaders~~ to receive \$.50 above the rate of Assembler.

Special Training Rate - \$.25 additional to regular rate.

Inequity increase for the following classifications of ~~fifty (50)~~ cents per hour, ~~effective~~ August 3, 1999:

- Industrial Millwright
- Shipper/Receiver

Inequity increase for the following classification of ~~twenty-five (25)~~ cents per hour, ~~effective~~ August 3, 1999:

- Lift Truck Driver

Rework shall be considered work of the assembly classification. The Company shall **post** the **rework position** pursuant to Article XIV(**Job Postings**), to be bid upon by shift. The rework positions shall be treated **similarly to** the back up positions for **the** purposes of this collective agreement. The successful applicants will be assigned to rework duties on their shift by seniority, as needed, and will **be** paid the assembly rate plus a premium of ten (\$.10) cents per hour, for **each** hour of rework.

ARTICLE XXXVI - NEW EMPLOYEES WAGE PROGRESSION

- 1 It is **agreed** that the following procedure will be used with regards to newly hired employees:
 - a) They **will start** out **at 80%** of the permanent rate of **pay**.
 - b) Upon attaining forty **(40)** working days, they **get 90%** **of** the permanent rate.
 - c) Upon attaining seniority status, they then advance to the **full** rate of pay.
 - d) Classification of Industrial Millwright may be hired in **at top of** permanent rate.
2. It is also agreed that for the **first eighty (80)** working days of employment with the Company, an employee is considered **to be a** probationary employee, and **is** likewise not eligible to receive any **benefits and/or** holiday pay.

ARTICLE XXXVII - DURATION OF AGREEMENT

1. This **Agreement** shall be ~~effective~~ from ~~the~~ twentieth day of November, 1999, and shall continue in force through the nineteenth day of November 2002, and shall continue automatically thereafter for annual periods of one year ~~each~~, unless written notice is ~~given~~ to either party not more than ninety (90) days ~~immediately~~ prior to the expiration date or anniversary date of any ~~yearly period, that is desired to terminate or~~ to amend the **Agreement**. In the ~~event~~ such notice is given, the parties shall commence negotiations within ~~twenty~~ (20) days thereafter. The final termination of the Agreement will be in accordance with the Ontario Labour **Relations Act**.

This agreement is hereby duly executed by the said parties, the 19th day of November 1999.

For: The Gates Rubber Company

Mark Dutell	Director, Corporate Labour Relations
Anthony Papa	Division Manager, Human Resources
Peter Roberts	Manufacturing Manager
Nancy McDonald	Human Resources Administration

For: National Union, United Automobile Aerospace and Agricultural Implement Workers of Canada (C.A.W. - Canada)

Ken Maheux	National Representative
Rose Foster	Plant Chairperson
Valerie Breault	Recording Secretary
Annette Garvey	Plant Committeeperson

**LETTERS OF UNDERSTANDING ON THE FOLLOWING
SUBJECTS:**

1. SUBSTANCE ABUSE

- a) Substance abuse is recognized to be a ~~serious~~ medical and social problem, that can *affect* employees. The Company and the Union have a strong interest in encouraging ~~early treatment~~ and assisting employees towards full rehabilitation.
- b) Company assistance will continue to ~~provide~~ a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees, by the Company, to appropriate counselling ~~services~~ or treatment and rehabilitation facilities, ~~such as Brentwood~~.
- c) The Company will provide all normal group insurance ~~benefits~~ while under a medically prescribed course of treatment.
- d) A committee will be ~~set~~ up comprising representation of the ~~Company~~ and the Union, to administer the program.

2. SEXUAL HARASSMENT

- a) The Union and the Company ~~recognize~~ the problem of ~~sexual~~ harassment in the work place, and are committed to ending it. Sexual harassment shall be defined ~~as~~:
 - i) Unnecessary touching or patting.

- ii) Suggestive remarks or other verbal abuse.
- iii) **Leering at** a person's body.
- iv) Compromising invitations.
- v) **Demands** for sexual favours.
- vi) Physical **assault**.

- b) Grievances under this **clause** will be handled with all possible confidentiality. In settling the grievances, **every** effort will be made to discipline and relocate the harasser, not the victim.

3. MEDICAL DISPUTE

In the **event of** a medical dispute regarding an **employee's** sick claim under **weekly** indemnity, or long term disability, the Union and the Company will select a mutually agreed upon third party **medical** specialist, whose decision will **resolve** the dispute.

4. UNION INFORMATION FOR NEW EMPLOYEES

The Employer will acquaint new employees with the fact that a Collective Agreement is in **effect**, and with the condition of **employment set** out in the articles dealing with Union **Security** and Dues **Check-Off**. A new **employee** will be introduced to his or her Committeeperson, and provided with a copy of the Collective Agreement.

5. TRAINING

- For the purpose of the Agreement, Training means any theoretical and or practical training given by the Employer **with a view** to **enabling** the employees to **perform effectively**, a function, a

duty, or a ~~set of~~ functions and duties. Training must be sufficient and adequate. The Employer will ~~give~~ such training to:

- a) Any newly hired employee.
 - b) Any employee who moves from a position to another, or who is assigned to duties requiring new knowledge.
 - c) Any new employee who moves from one class of employment to another.
2. In the event training is conducted by a fellow bargaining unit employee, that employee shall maintain a record of hours spent training and the tasks and duties which have been trained. This information will be submitted to the supervisor for verification and approval. Upon this approval, the employee providing the training shall be paid a training premium of ~~twenty-five~~ ~~(\$0.25)~~ cents per hour in addition to the regular rate ~~of~~ pay for his/her classification.

6. FULL PLANT CLOSURE

In the event a full plant closure occurs during the life of this Agreement:

- a) The Company will notify the Local and National Union at least ~~sixty~~ (60) days prior to the cessation of assembly operations.
- b) Following such notification, the Local and National Union will have the right to discuss

and **explore**, with the Company, any **possible** means of **averting** the closure.

- c) If attempts to avert the plant closure are not **successful**, Company and Union **representatives** will meet to negotiate the manner in which the closure is **carried** out.
- d) It is understood that all employees and Union ~~Committee~~**persons** will make **every** effort to maintain the efficiency ~~of~~ operations during any *such period* of *notification*.

7. CONTRACTING OUT

This **letter** will confirm that during the contract negotiations, the **parties agreed** with the following:

- a) The Company will undertake not to contract *out*, work normally performed by members of the bargaining unit *if* the *effect* of such contracting out results in the lay off of members of the bargaining unit.
- b) **However**, it is also **agreed**, that in pursuit of new business, and in keeping with sound business practices, the Company may, from time to time engage in short term production runs in connection with sample and or pilot programs of which the Union will **be** kept fully informed. The discontinuance ~~of~~ these production runs will not be regarded as contracting out.

- c) *Also*, the transfer of work between corporate plants shall not constitute contracting out for the purpose of this Agreement.

8. PENSION PLAN

Effective November 20, 1999, the Company will contribute thirty-five (35) cents per compensated hour for each employee.

Effective November 20, 2000, the Company will contribute forty (40) cents per compensated hour for each employee.

Effective November 20, 2001, the Company will contribute forty-five (45) cents per compensated hour for each employee.

These monies shall be forwarded to the Canada-Wide Industrial Pension Plan. The Company further agrees that all monies will apply to all years of service.

9. QUALITY CONTROL TRAINING

Within the Quality Control Inspector classification, the Company will make every reasonable effort to cross train the employees to perform in-process, receiving, and quarantine inspections so that they will be able to perform all of these activities in a satisfactory manner.

10. MODULE LEADER APPOINTMENTS

1. Assignments and removal of Module Leaders will be at the discretion of the Company.

2. Acceptance of a Module **Leader** position by an employee is voluntary.
3. In the event of a layoff, it is understood, a person holding a **Module Leader** assignment will be subject to all layoff provisions as provided for in the Collective Agreement.
4. Module **Leaders** have no authority to administer discipline. Should the plant committee feel that a Module **Leader** has abused his/her responsibilities, the Plant Chairperson shall point out the abuses to Management and if upon further investigation, the allegations are substantiated, in the Company's opinion, the Module Leader will be cautioned.

11. LEAVE OF ABSENCE RESPONSE

A request for leave of absence except in **case** of emergency will be responded to by the Supervisor within **Seven (7)** working days either granting it, rejecting it, or advising more time will be needed for a decision to **be** made.

12. EMPLOYEE CALL-IN

To permit the Company to efficiently schedule work and **staff** the plant, an employee who is not able to report to work must call in before they are scheduled to start work, unless there are **extra-ordinary** circumstances. The number to call for this purpose is **945-6689**. The employee is to provide the following information:

1. Name
2. Department
3. Supervisor's name
4. Reason for absence

13. CHAIRPERSON INFORMATION

The Company shall provide to the Chairperson, the following list of information:

- a) Seniority list
- b) Leaves of Absence
- c) Phone numbers and addresses of employees
- d) Union dues deductions
- e) Job postings, applications, and successful applicants
- f) Bulletin board notices pertinent to the Union
- g) Notice of all employees removed from the seniority list as a result of resignation, or loss of recall rights prior to said removal.
- h) Copies of overtime records
- i) Copies of TPT list and hours worked, to be updated monthly.

14. TEMPORARY PART-TIME EMPLOYEES

The Company agrees that the TPT employees hired under the TPT language will be The Gates Rubber Company employees and subject to the terms of the TPT provisions.

The Company may hire additional personnel to fill in for assemblers who are absent due to the following reasons:

- a) Absences due to Sickness and Accident, Workers' Compensation.
- b) Paid personal holidays.
- c) **Leaves** of absence.
- d) Vacation.
- e) To cover overtime vacancies *after* the overtime procedures have been exhausted.

Such additional employees shall be classified as temporary part-time (TPT) and will not be ~~permitted to~~ gain seniority **status**, notwithstanding the provision of **Article XI**.

TPT employees may not work if **seniority** employees are on ~~layoff~~. If a layoff does occur, TPT employees will be the first employees laid off.

TPT employees shall be subject to the same **conditions** of employment as probationary employees, ~~save~~ and except the seniority provisions, overtime rates, ~~benefit~~ coverage, and wage provisions of this agreement.

TPT ~~employees~~ will ~~be~~ limited in number to that of the assemblers absent from work ~~unless mutually~~ agreed to by the parties. During the period of **May 1** to Labour day, students can be hired in addition to the numerical provisions of this paragraph. Students shall be hired ~~as~~ TPT employees.

TPT employees ~~shall be~~ the first employees ~~sent~~ home if a work shortage ~~occurs~~.

TPT ~~employees~~ may also be used to cover secondary absences ~~created~~ by the backup ~~persons~~ covering

absences in other classifications.

TPT employees may only work a maximum of 1040 hours in a calendar year.

On or *after* January 1, 1994, TPT employees may be employed in accordance with the provision *set* forth herein.

TPT employees shall *receive* the same starting rate of a probationary employee and remain at that rate.

TPT employees shall *receive* overtime rates *after* working *over* forty (40) hours in a week.

TPT employees shall *receive* four (4) hours reporting allowance pursuant to Article XXIV of the Collective Agreement.

15. EXTRA WORK

The Company will post for a list of volunteers to perform work which is not normally performed by the Bargaining Unit, *such* as painting, or supplementing floor cleaning, *etc.*

Employees wishing to *have* the opportunity to perform *available* extra work which they are capable of doing *will* place their names on the sign up list for this purpose. *Postings* will be made every *six* (6) months and shall remain up for one *week*.

An employee who does not put their name on the *list* will *be* allowed to do *so* on the next *available* posting.

Work assignments will be made on a rotational basis in accordance with plant wide seniority excepting that janitors and backup janitors will be first utilized provided they are available, prior to assigning workers via the extra work crew list. These extra hours will not be charged against the employee's overtime record excepting for those employees in the janitorial classification.

Extra work will be paid at the rate of pay for the job performed.

16. RACK ASSEMBLY

The parties agree that the duties of rack assembly shall be the responsibilities of the maintenance setup classification. However, material handling activities requiring movement of product off or onto the racks is the responsibility of the lift truck driver classification.

17. SHIFT PRIOR TO CHRISTMAS SHUTDOWN

On the last day worked prior to Christmas, shifts will be on a five (5) hour basis with one fifteen (15) minute break only, provided it does not affect production requirements and provided that shift start times can be agreed upon.

18. PAID EDUCATION LEAVE

The Company agrees to pay into a special fund, one (1) cent per hour, per employee, for all compensated hours for the purpose of providing paid education leave. Such monies to be paid on a quarterly basis into a trust fund. Cheques are to be mailed to C.A.W.

Leadership Training program, P.O. Box 897, Port Elgin, Ontario, NOH 2C0.

The Company further agrees, that members of the bargaining unit, selected by the Union to attend *such* courses, will be granted a *leave* of absence, without pay, for *twenty* (20) days of *class* time, plus *travel time*, where necessary. Said leave of absence *to be* intermittent *over* a *twelve* (12) month period from the first day of leave. Employees *on such* leave of absence will continue to *accrue* seniority, and benefits during such *leave*. No more than one (1) *employee* to be off *on* such leave at one time.

19. CHRISTMAS SHUT DOWN

The Company will schedule a Christmas shut down as follows:

1999	2000	2001
Dec.27 Paid Hol	Dec.25 Paid Hol	Dec.25 Paid Hol
Dec.28 Paid Hol	Dec.26 Paid Hol	Dec.26 Paid Hol
Dec.29 Shutdown	Dec.27 Shutdown	Dec.27 Shutdown
Dec.30 Shutdown	Dec.28 Shutdown	Dec.28 Shutdown
Dec.31 Paid Hol	Dec.29 Shutdown	Dec.31 Shutdown
	Jan.1/01 Paid Hol	Jan.1/02 Paid Hol

Plant wide seniority by classification will govern if employees are needed to work. Employees who work during this period:

- a) On a paid holiday will be paid in accordance with Article XXVII; or
- b) On a shut down day will be paid two (2) times his/her regular rate.

Any employee may opt to have ~~some~~ of his/her ~~vacation~~ pay deferred to the last pay period prior to the Christmas shut down, in which ~~case such monies shall~~ be deducted from his/her June vacation pay out amount.

20. MIDNIGHT SHIFT

The Company and Union agree that if the midnight shift cannot be staffed by the current ~~agreed~~ process of requesting ~~volunteers~~, the parties ~~will develop~~ a process to ~~staff~~ the shift based on a rotation system.

21. STORES/MAINTENANCE SETUP

It is ~~agreed between~~ the parties that the employee in the ~~role~~ of Stores/Maintenance Setup will ~~act~~ as one of the backups for maintenance Setup and will ~~be asked~~ for these backup opportunities ~~after~~ their regular backup (per the backup posting list) on shift has been asked to perform the duties.

22. EMPLOYEE INFORMATION CHANGE NOTICE

It shall be the responsibility of each employee to keep the Company advised of his/her address and telephone number and to notify the Company in Writing on the proper form provided by the Company of any change of address or telephone number.

When trying to reach employees at home, the Company will rely upon the last telephone number on record with the Company.

When trying to reach employees by mail, the Company will rely on the last address on record with the Company. When using the mail to notify employees for discharge or termination, the Company will use registered mail.

23. CUSTOMER VISITATION

When sending bargaining unit members to customer locations, the Company will endeavour to utilize seniority employees.

IT IS AGREED THAT LETTERS OF UNDERSTANDING WILL FORM PART OF THE COLLECTIVE AGREEMENT UNLESS OTHERWISE PROVIDED.