

SOURCE	CO		
EFF.	96	63	05
TERM.	99	63	04
No. OF EMPLOYEES	120		
NOM. RE D'EMPLOYES	JFC		

Between:

**Chatham Plastic Division
 Ventra Group Inc.
 Hwy #2 West
 Chatham, Ontario
 N7M 5L3
 Hereinafter referred to as "The Company"**

And:

**National Automobile
 Aerospace and Agricultural
 Implement Workers Union of Canada
 (CAW - Canada)
 and its Local Union No. 127
 Hereinafter referred to as "The Union"**

1. The parties herein agree that the terms of this Collective Agreement will be from March 5, 1996 to ~~March~~ 4, 1999.

Article 1 - PURPOSE OF AGREEMENT

- 1.01 It is mutually agreed that the purpose and intent of this Agreement is to promote co-operation and harmony between the Employer, the Employees and the Union; to secure for the parties the full benefits of orderly Collective Bargaining, to recognize mutual interest and to provide a channel through which information and problems may be transmitted from one to the other, and to provide an amicable method for the fair and peaceful disposition of all Grievances, to promote efficiency in the production of quality products, and to set forth the conditions of employment to be observed by the Employees, the Union and the Company. The Company agrees that in the administration of their management right, they will do so in a fair and equitable manner.
- 1.02 In this Agreement, words using the masculine gender include the feminine and neuter; the singular includes the plural, and the plural, singular where the text so indicates.

Article 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive Collective Bargaining agent of all regular plant employees at its plant location Hwy #2, West Chatham, Ontario save and except supervisor, persons above the rank of Supervisor, office staff, plant clerical staff, sales staff, technical staff (such as work measurement staff), engineering staff (such as professional engineers, engineering technicians, designers, draftsmen).
- 2.02 Employees defined in Clause 2.01, not in the Bargaining Unit and Supervisors excepted, will not perform any work which is recognized as work of the Bargaining Unit, except for the purpose of instruction, experimenting or in emergency situations.

Experimenting is defined as: Making samples or trying out new or changed processes or procedures. When the process is in continuous operation mode, including twenty-five (25) sample cycles of the process, and including I.S.I.R. samples, a bargaining unit employee will be present to observe or operate the process.

Article 2.03 - PLANT CLOSURE

In the event the Company moves the plant (more than fifty (50%) percent of the business) to a new location within one hundred (100) km of the present plant and does comparable work (i.e. moulding, decorating or assembly of lenses and tail lights), the employees covered by this agreement will have first priority to transfer. All terms of this collective agreement will prevail, provided such transfer does not conflict with any contractual relationships that might be binding upon the Company in the new factory. It is understood that the affected employees will be given only one (1) opportunity to transfer.

The Company agrees to notify the Union at least six (6) months prior to the cessation of production and following such notification, the Union and Company will explore every possible means of averting the closure.

Article 3 - MANAGEMENT RIGHTS

3.01 The union recognizes and acknowledges that management of the plant and direction of the working force are fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company, to operate and administer its affairs, to direct the working force, **to** plan, direct and control operations, to make and alter rules of procedure and conduct as required, to determine the number of employees to be employed and the right to hire, promote, demote, transfer, classify, rehire, discipline, suspend or discharge employees for just cause, to determine the nature and kind of business conducted by the Company, the kinds and location of plants, equipment, product components, parts and materials to be used, the methods and techniques of work, the engineering, designing and material required for production and, control all materials and operations pertaining to the enterprise; the content of jobs, the schedules of production, the right to establish and change occupational production standards, subject to the provisions of this Agreement.

Article 4 - UNION MEMBERSHIP AND CHECKOFF

4.01 Union Security and Check-off of Union Dues and Initiation Fees -- 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 each new employee a copy of the Collective Agreement.

4.02 It is 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 shall also, **as** a condition of employment, have deducted from their pay, the weekly 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.

4.03 **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 (currently after forty (40) hours worked or paid in any month) and/or Bylaws of the National and Local Union. In case of any conflict, the Bylaws or Constitution of the National Union shall govern.

4.04 (a) The Company agrees to forward to the financial secretary of Local 127 by cheque each month, not later than ten (10) working days following completion of the 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.
(b) If a regular employee, or probationer, has no earnings during the week in which the deductions were made, dues, deductions shall be deferred to the second pay period in the following week subject to 4.03 of this Agreement.

4.05 The financial secretary of Local 127 will notify the Company of any change in the amount of Union Dues and/or Initiation Fee, that may from time-to-time take place in line with constitutional requirements.

4.06 The Company is to forward to the Union the names and addresses, including postal codes, of all employees covered by the collective agreement and will forward any changes of addresses upon receiving a change from the employees on a quarterly basis.

4.07 The Union agrees to indemnify and save the Company harmless from any and all claims and/or disputes arising out of the Company's action in compliance with this Article.

Article 5 -DISCRIMINATION

- 5.01 The Company and Union agree that there will be no discrimination or intimidation exercised or practiced by the Company, Union or its representatives against any person because of race, colour, religion, age, sex, marital status, national origin, handicap, political or union affiliation, as provided in the Ontario Human **Rights** Code or as amended by Provincial Statutes.
- 5.02 Joint Statement of Policy on Human Rights (to be printed in the rear of contract)

Article 6 - UNION REPRESENTATION

- 6.01 The Company acknowledges the right of the Union to elect a Plant Committee which will be composed of one (1) Plant Chairperson and a maximum of seven (7) Committee persons.

The Committee persons will be made up of a maximum of one per scheduled shift per department plus one from the skilled trades. The duty of the Plant Committee will be to represent the employees as provided for in this Agreement.

The Committee persons will rotate with their respective departments. The Plant Chairperson will work the day-shift only, and be assigned to an agreed upon indirect job. Sufficient time will be given as needed, in order to properly perform his responsibilities. When the regular Chairperson is absent, for an extended period (more than two (2) scheduled work days) the company agrees to recognize a temporary replacement chairperson and provide sufficient time to properly perform his responsibilities.

- 6.02 The Union will inform the Company in writing of the names of the Committee Persons, their Alternates and Plant Chairperson and any subsequent change in the names of the Plant Committee. The Company will not be required to recognize the Committee Persons, Alternate Committee Persons, and Plant Chairperson until such notification has-been received from the Union.
- 6.03 The Committee Person, the Plant Chairperson and/or Grievor shall report to and obtain permission from their Supervisor or his representative, whenever it becomes necessary to leave their work, for the purpose of grievance investigation, processing of grievances, and Contract interpretation. Such permission will not be unreasonably withheld by the Company. The Committee Person, the Plant Chairperson and/or Grievor shall report back to their Supervisor or his representative at the time they return to work.
- 6.04 Company approved time off work by the Committee persons, will be paid by the Company at applicable hourly rate, to maximum of twelve (12) hours total accumulated time, collectively, in any one (1) work week.
- 6.05 The Company agrees to recognize and deal with a Negotiating Committee of not more than four (4) regular employees of the Company along with a Representative from the National Union and/or the President of the C.A.W. Local 127. This Committee will be made up of three (3) Committee persons plus the Plant Chairperson.

During negotiation of issues pertaining to skilled trades, the company agrees to recognize the skilled trades representative on the negotiating committee.

- 6.06 The plant bargaining committee and company representatives will meet on a regular basis at least nine (9) times per contract year or more frequently as mutually agreed. The purpose of these meetings, will be to improve communications and deal with plant issues.

- 6.07** The Company agrees to provide for Union use of a glass covered, locked bulletin board to post notices regarding meetings and matters pertaining only to the Union. Before posting, all such matters must be approved by the Senior Manager or his representative.
- 6.08** It is agreed that the Union, its members or agents shall not distribute or cause to be distributed, any hand bills, pamphlets, literature or Union material detrimental to the Company on the Company's premises or time except for arrangements agreed to between the Union and the Company.

Article 7 - STRIKES AND LOCK-OUTS

- 7.01** The parties hereto agree that during the term of this Agreement there shall be no strikes or lock-outs.
- 7.02** The words "Strikes and Lock-outs" as used herein, are agreed to have the meaning defined in the Ontario Labour Relations Act.

Article 8 - GRIEVANCE PROCEDURE

8.01 Step One

- Any employee having a grievance may submit his verbal complaint to his immediate supervisor, within three (3) working days from the date of the alleged violation of the agreement. The employee may request the supervisor to call a committee person to discuss the specific grievance.

Step Two

- Failing an answer or a satisfactory settlement as in Step one, within three (3) working days, the aggrieved employee accompanied by a Committee Person will meet with his immediate Supervisor or his representative. At this time, the grievance must be submitted to the Company in writing and must state in what respect the Agreement has-been alleged to be violated or misinterpreted with reference to the specific Clause or Clauses relied upon and the nature of relief or remedy sought. A decision in writing will be rendered by his immediate Supervisor, or his representative, to the employee within three (3) working days following the meeting.

Step Three

- Failing an answer or a satisfactory settlement as in Step Two, within three (3) working days, the aggrieved employee, with the Plant Chairperson, will refer the grievance to the Senior Manager, or his representative. A third step meeting will be held, the Plant Chairperson, two (2) Committee persons (day-shift) and a representative from the National Office of the Union and/or the President of the Local may be present, if requested by the Union or the Company. The Senior Manager, or his representative will render his decision in writing to the employee, the Plant Chairperson and the National Representative or other designated Union Official, within five (5) working days from the date the grievance was submitted to him in writing.

- 8.02** When mutually agreed upon, the union and the company will use a Grievance Mediator to handle grievances not resolved during the third step meeting.
- 8.03** Failing a satisfactory settlement as in Step Three, the grievance may be submitted to Arbitration as outlined in Article 10 of this Agreement.

- 8.04** Policy, production standards, discharges and Group grievances, initiated by the Company or the Union will be originated at the Third Step of the Grievance Procedure, with strict adherence to the terms of the Third Step Grievance Procedure.
- 8.05** The time limits specified **at** any of the written steps of the Grievance or the Arbitration procedure must be strictly adhered to by the Company and the Union or the grievance will be considered abandoned or considered **as** having been adjusted to the satisfaction of the Company or the Union; unless extended by mutual consent in writing by both parties.
- 8.06** The following special procedure will be applicable to a grievance alleging improper discharge or suspension of an employee:
- (a) The grievance may be lodged in writing beginning at step three within five **(5)** working days of the discharge or suspension. If the decision is not satisfactory the grievance may be presented to arbitration **as** herein provided.
 - (b) Prior to the discharge or suspension of any employee, Management will notify the Committee Person having jurisdiction, or the Plant Chairperson of the Company's intention.
 - (c) **An** employee being discharged or suspended will have the right to discuss his discharge or suspension with his Committee Person and/or Plant Chairperson, prior to leaving the Plant.

Article 9 - DISCIPLINE/DISCHARGE

9.01 Employees directed by the Company to attend a disciplinary meeting will be accompanied by a Committee person having jurisdiction and the Chairperson may attend discipline meetings held on the chairperson's shift. All first level disciplinary meetings will be conducted in private with a maximum of two (2) Company representatives present.

9.02 Each disciplinary action given to an employee will remain in effect on the employee's personnel record for a period of twelve (12) months from the date of each disciplinary action.

9.03 DISCIPLINARY PROCEDURE

There are five (5) steps of discipline:

Counselling

1. Step One - Written Warning
2. Step Two - One Day Suspension
3. Step Three - Three Day Suspension on paper
4. Step Four - Five Day Suspension
5. Step Five - Termination

Employees with two (2) or more infractions in any thirty (30) day period are subject to disciplinary action being taken against them.

There will be three (3) categories:

1. Attendance
2. Job Performance
3. Safety

The three (3) categories will be handled separately for discipline but may be combined only if an employee has broken Company rules and regulations.

A No Show/No Call will result in an immediate written warning or the next step, unless they provide a valid reason. A safety violation will start at Step 1 of the disciplinary steps.

Violations of other Company rules and regulations will be subject to disciplinary action depending on the nature of the offense, the circumstances surrounding the case, and the overall record of the employee.

When there has been no further disciplinary action taken against an employee during a clean four (4) consecutive month period, any discipline following this period will be at the previous step.

Article 10 - ARBITRATION

10.01 Within fifteen (15) days of Notice of Arbitration, the Company and the Union shall select an Arbitrator. The grieving party will submit a list of three (3) Arbitrators to the other party and the Plant Chairperson and the Senior Manager will select an Arbitrator from said list. If Plant Chairperson and the Senior Manager cannot agree on the selection of an Arbitrator, each person will stroke off a name from the list of Arbitrators and the one (1) remaining will be the sole Arbitrator.

10.02 The parties recognize those rights to Expedited Arbitration that exist under Section 46 of the Ontario Labour Relations Act.

- 10.03 The Arbitrator shall not have jurisdiction to alter or change any provisions of the Collective Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.04 The Arbitrator, in respect to a grievance involving a suspension or discharge, will be entitled to modify or set aside such penalty, if in the opinion of the Arbitrator it is just and equitable to do so.
- 10.05 The decision of the Arbitrator shall be binding upon both parties and the final answer to the point in question.
- 10.06 The Company and the Union shall share equally the expenses and fee of the Arbitrator.

Article 11 - **PROBATIONARY PERIOD**

- 11.01 New hires will be considered probationary employees until they have completed a total of forty-five (45) days actually worked, within a twelve (12) consecutive month period, after which they will become regular employees as defined in Clauses 2.01 and 2.02 and their seniority rating will be their original hiring date.
- 11.02 During their probationary period, probationers will be subject to release by the Company at any time, and the Company will have no responsibility for re-employment of probationers if they are laid-off.
- 11.03 Probationary employees will have no rights of grievance under any terms of the Collective Agreement, except for termination. The employment of a probationary employee may be terminated at the discretion of the Company and the employee may file a grievance alleging that termination was exercised in bad faith. Probationary employees will be paid the classification they are working on, less .50 cents per hour.
- 11.04 The Chairperson will be advised of the termination of any Probationary employees.
- 11.05 (a) Students hired for summer employment will not be eligible for seniority status.
- (b) The Company may elect to hire students for summer employment within a period of May 15th through Sept. 15th, providing there are no seniority employees on layoff.
- (c) If employment continues past Sept. 15th, on a full time basis, then the seniority date becomes the original hiring date. The decision on hiring the student full time is at the option of the Company.
- (d) Students will receive the rate of the job classification they are working on, less .50 cents per hour.

Article 12 - **SENIORITY**

- 12.01 The term "Seniority" as used herein, will mean accumulated service calculated from the employee's original hiring date as described in Clause 11.01.
- 12.02 In the case of equality in seniority ranking, seniority will be determined by alphabetical order of the employee's last name as originally hired.

12.03 An employee will lose his seniority and his employment with the Company will be terminated, for any of the following reasons:

- (a) If he voluntarily quits.
- (b) If he is discharged, and not reinstated through the grievance Procedure.
- (c) If he is retired, under the Company retirement policy.
- (d) If the employee is absent without Company approved leave of absence, for more than three (3) consecutive working days.
- (e) [i] If any employee has been laid off due to lack of work and does not return to work within five (5) working days after being contacted personally to report for duty.

When the employee cannot be contacted, the Company will notify the employee by registered mail to his last known address, and he will be allowed no more than five (5) working days from the registration date of such notification, to report for duty. A copy of the registered letter will be provided for the Plant Chairperson, at the time of mailing.

- [ii] If an employee is at work with another employer he will not lose seniority if he reports for work with the Company within five (5) working days following his notice of recall, as outlined in 12.03 (e) (i)

- (f) If an employee overstays a Company approved leave of absence without receiving an extension in writing of such leave of absence, unless he has a valid reason acceptable to the Company.

- (g) The employee engages in gainful employment while on a leave of absence without first obtaining consent, in writing, of the Company.

- (h)(i) If an employee with less than twelve (12) months seniority is laid off work and not recalled for a period of twelve (12) consecutive months (effective with new hires after March 5, 1996)

or

If an employee with twelve (12) months or more seniority is laid off work and not recalled for a period of thirty-six (36) consecutive months or the length of the employee's seniority, whichever is greater.

or

If an employee chooses to receive severance pay.

- (h)(ii) If a dispute arises on the continuing seniority of an employee on a non-work related injury or illness, the dispute will be sent to Medical Arbitration. The Medical Specialist's decision will be binding on both parties. The cost of the arbitration will be shared equally, The parties will mutually agree upon a Medical Specialist to serve as the Arbitrator.

12.04 It will be the responsibility of the employee to notify the Company in writing promptly of any change in their address and phone number (listed or unlisted). If an employee fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee.

12.05 Employees transferred to a position outside the Bargaining Unit may return within two (2) months with the same seniority as when they left. After two (2) months of such transfer, employees returned to the Bargaining Unit will be returned as a probationary employee.

- 12.06 The Company agrees to post on the bulletin board, an up-to-date seniority list quarterly. A copy of the seniority list will be provided for the Plant Chairperson.
- 12.07 In the event an employee suffering a major disability or serious illness, exception may be made to the seniority provisions of the Agreement, in favor of such employee if agreed to between Management and the Negotiating Committee. Such exception will normally include the displacement of a less senior employee.
- 12.08 The Company and the Union will establish a Committee to deal with the Modified Work Program under Bill 162 of the Workers' Compensation Act. The Union Negotiating Committee will be part of the Committee.

Article 13 - LAY-OFF

- 13.01 When there is a reduction in the working force, the following procedure will be used:
- (a) All temporary and probationary employees throughout the plant will be laid off, skilled trades excepted.
 - (b) It is agreed that temporary layoffs of less than one (1) working day, seniority by classification and shift will apply
 - (c) For a period of up to two (2) full working days duration, departmental seniority will apply.

For the following plant-wide indirect classifications, seniority by classification will apply for the purposes of 13.01(c): SPC Specialist/Q.C. Inspector, Janitor/Housekeeping, Shipper/Receiver and Material Handler.
 - (d) When the Company deems it necessary to reduce the workforce for more than two (2) full working days, plant-wide seniority will prevail. Consistent with the Company's right to maintain a work force of employees whose services are required under special circumstances, with the following specific exceptions at each layoff or recall: mould setup/process technician, maskmaker/setup assembly, setup paint, and skilled trades - may be retained, or called to return to work regardless of their seniority. Such designation will not become effective until approved by the Senior Manager, after full discussion with the Plant Chairperson and will cover only employees whose positions cannot be filled by those with seniority.
- 13.02 For the purpose of taking inventory, employees whose services are required because of their job classification, will be first to be selected, by seniority. Any additional requirements beyond this will be offered to those employees possessing the greatest plant-wide seniority.
- 13.03 When the Company deems it necessary to reduce the workforce in the plant, the Company, when possible will give regular employees at work, four (4) working days notice of the layoff. The Company will notify employees to be laid-off by posting a notice on the appropriate bulletin boards. Employees not working in the plant at the time of notice of layoff will be advised by registered letter. Copies of employee layoff notices and/or registered letters will be provided to the Plant Chairperson.
- 13.04 The Union and the employees agree that any employee may not refuse a transfer to the available work under Clause 13.01.

- 13.05 If no work is available because of fire, lack of power; Act of God, or for any other reason beyond the control of the Company, employees may be laid-off for a period not to exceed three (3) working days and the seniority provisions of Clause 13.01 and the layoff notice provisions of Clause 13.03 will not apply. Probationary employees in the plant will be laid-off first.
- 13.06 The Plant Chairperson and the Committee persons will not be laid-off as long as work is available in their department or plant which ever is applicable, provided they can perform the work after a brief orientation not to exceed four (4) hours.

Article 14 - **RECALL**

- 14.01 Recall of employees after layoff will be in the reverse order of layoff as outlined in the provision of Clause 13.01. (d)
- 14.02 Any employee who refuses a recall to any available job within the time limits outlined in Clause 12.03 (e) (i) or 12.03 (e) (ii) shall lose his seniority and his employment with the Company will be terminated.

Article 15 - **JOB POSTING**

- 15.01 (a) If a permanent job vacancy exists, or new job classifications are created in the Plant, such openings shall be posted immediately by the Personnel Dept. on the plant bulletin board for a period of three (3) working days. Seniority employees at work in the plant at the time of such job postings, will, place their names on the job posting notice. The job posting will contain all pertinent information relating to the vacancy. The results of the posting will be posted on the bulletin boards within two (2) days, containing the successful applicants and a copy will be given to the Plant Chairperson.
- (b) Seniority employees on Vacation, Sickness Leave, Leave of Absence or Worker's Compensation will be permitted to apply for any such **job** postings, except, that the Company has no obligation to advise such employees of any job postings.
- 15.02 Whenever job vacancies occur within the plant, seniority employees will be permitted to bid on such openings. Up to three (3) such transfers will be permitted per contract year. Transfers to either temporary or permanent positions will count against this total. Transfers to back-up positions will not count against this total.
- When a new classification has been created within the plant, all seniority employees will be permitted to bid regardless of the above procedure.
- 15.03 In filling vacancies under this job posting procedure, the employee with the greatest seniority who applied for the job, will be given preference, provided such employee meets the qualifications of the job posting.
- 15.04 Should a dispute arise as to an employee's qualifications to do the job, he will be given a ten (10) day trial period in which to prove himself. However, if he fails to qualify or requests to be taken off the job within the ten (10) day trial period, he will lose his classification and be placed by the Company on any available job in the plant. In such case, the Company will then fill the job with the next applicant in line with 15.03. In jobs which require additional skills, the trial period can be extended by mutual agreement.

If any employee is removed from a job, for just cause, after the trial period has been completed, he will lose his classification and will be placed by the Company on any available job in the plant.

The Company agrees to provide newly transferred employees sufficient training such that an average employee could perform his job efficiently and produce quality parts. This training will include on-the-job training by the immediate Supervisor and/or his representative that could include a qualified operator and when necessary, include classroom techniques.

- 15.05 The subsequent job vacancy plus two (2) additional vacancies created by successful job bidding will be filled by job postings. Any subsequent job vacancy will be filled by the unclassified high seniority person.
- 15.06 Nothing contained in this Article will be construed to limit the Company's right to hire new employees from outside, if there are no qualified employees within the Bargaining Unit to fill the vacancy available.
- 15.07 In the event the Company establishes a new job classification or substantially changes the duties in an established classification, the Company agrees to notify the plant Chairperson. Within thirty (30) days of giving such notification, an assigned rate of pay may be negotiated. Failing a negotiated settlement, a grievance may be filed in accordance with **Art. 8**, beginning at step 3.

Article 16 - TEMPORARY TRANSFER & BACKUP PROCEDURE

Temporary Daily Transfer (one (1) day or less)

16.01 Temporary Daily Transfer will be in effect on shift basis for the following reasons:

1. Call-in's for one (1) day or less
2. When employees need to be excused for personal business
3. When employees are required to leave their work area for meetings or training
4. Minor schedule changes of two (2) hours or less that occur during the day
5. Any other mutually agreed reason

- 16.02 (a) Backup Operators - In the case of key indirect labour jobs, backup openings for specific shifts will be posted and employees will be selected from the direct labour force within the specific department. In the case of plant-wide classifications direct labour employees **from** anywhere in the plant will be eligible. These selections do not count when applying **Art. 15.02**.
- (b) In the case of the posted backup in the Indirect Classification on the same shift, the eligible backup person from the shift will be the first person to be transferred.
- (c) Where a backup is not available in the Indirect Labour classifications preference will be given to employees with the greatest seniority provided they have had previous experience in performing the job, or a similar job. A brief orientation not to exceed one (1) hour is allowable. A listing of eligible employees for each classification will be made up in advance by the Committee person and Supervisor on each shift.
- (d) In the case of an additional person required in a classification because of one (1) of the reasons, noted above, the junior employee from the classification (within the Department) being reduced will be transferred, except on temporary transfers to higher paying jobs within the department, senior employees within the classification reduced shall be given preference to the transfer.

- (e) In the case where additional employees are required from another department on the same shift. First, the senior employee with classification rights to the other department and classification will be the first to be transferred. Secondly, on transfers to higher paying jobs the senior person, in the classification being reduced will be given preference to the transfer, if not applicable then the person with the least seniority shall be transferred.
- (f) Any employee moving from a lower paying classification to a higher paying classification will be paid the higher rate for the entire day. An employee who is transferred from a higher paying classification to a lower paid classification will maintain the higher rate for the entire day. Employees will be paid their own rate or the rate to which they were transferred, whichever is higher.

16.03 A transfer will be considered temporary provided it does not exceed thirty (30) days. Vacant jobs created as a result of illness, injury, leave of absence, or occupational accident exceeding thirty (30) days will be posted temporarily. A transfer that exceeds thirty (30) days for any other reason will be posted on a permanent basis.

16.04 In the Direct Labour Classifications the Company and the union agree that those with the greatest seniority will be given preference in higher paying jobs and that those with the least seniority will be first to be demoted or transferred, provided in either case that the employee can perform the work required after a brief orientation not to exceed four (4) hours.

Article 17 - STATUTORY HOLIDAYS

17.01 The following will be considered as paid Statutory Holidays under the terms and conditions of Article 17 of the Collective Agreement:

FIRST YEAR

- Good Friday - April 5th, 1996
- Victoria Day - May 20th, 1996
- Canada Day - July 1st, 1996
- Labour Day - Sept. 2nd, 1996
- Thanksgiving - Oct. 14th, 1996
- Christmas Shutdown - Dec. 23rd, 1996
Dec. 24th, 1996
Dec. 25th, 1996
Dec. 26th, 1996
Dec. 27th, 1996
Dec. 30th, 1996
Dec. 31st, 1996
Jan. 1st, 1997
Jan. 2nd, 1997

SECOND YEAR

- Good Friday - March 28th, 1997
- Victoria Day - May 19th, 1997
- Canada Day - July 4th, 1997
- Labour Day - Sept. 1st, 1997
- Thanksgiving - Oct. 13th, 1997
- Christmas Shutdown - Dec. 23rd, 1997
Dec. 24th, 1997
Dec. 25th, 1997
Dec. 26th, 1997
Dec. 29th, 1997
Dec. 30th, 1997
Dec. 31st, 1997
Jan. 1st, 1998
Jan. 2nd, 1998

THIRD YEAR

- Good Friday - April, 10th, 1998
- Victoria Day - May 18th, 1998
- Canada Day - July 3rd, 1998
- Labour Day - Sept. 7th, 1998
- Thanksgiving - Oct. 12th, 1998
- Christmas Shutdown - Dec. 22nd, 1998
Dec. 23rd, 1998
Dec. 24th, 1998
Dec. 25th, 1998
Dec. 28th, 1998
Dec. 29th, 1998
Dec. 30th, 1998
Dec. 31st, 1998
Jan. 1st, 1999

- 17.02 In order to qualify for the aforementioned paid holidays, an employee must work his last scheduled work day preceding the holiday and his first scheduled work day after the observance of the holiday, unless:
- (a) he has been granted a leave of absence in writing which commenced not more than thirty **(30)** calendar days prior to the date of the holiday: or
 - (b) he has been absent due to vacation: or
 - (c) he has been absent due to layoff due to lack of work provided that such layoff commenced not more than thirty (30) calendar days prior to the date of the holiday: or
 - (d) he has been absent due to a non-occupational sickness or accident, confirmed by a doctors' certificate, provided such absence commenced not more than forty (40) calendar days prior to the date of holiday: or
 - (e) he has been absent and in receipt of Worker's Compensation for not more than forty (40) calendar days prior to the date of the holiday.
 - (f) It is understood that probationary/part-time employees or students are not entitled to pay for any paid holiday during their probationary period.
- 17.03 **An** employee will be allocated an additional day(s) off if a Statutory Holiday falls within an employee's annual vacation and will be paid for such day(s).
- 17.04 Employees eligible for payment of a Statutory Holiday will be paid on the basis of applicable hourly rate of their job classification, multiplied by eight **(8)** hours.
- 17.05 It is agreed that in 17.02 (d) & (e), the payment for any statutory holiday will be only, the difference between the daily amount received for sickness and accident benefit or Worker's Compensation and the daily amount of payment outlined in Clause 17.04.

Article 18 - VACATION

- 18.01 Vacations with pay will be granted to all employees on the payroll of the Company on the basis of seniority with the Company **as** defined in Article 12 of the Collective Agreement.
- (a) Employees with less than one (1) year seniority **as** of May 1st, will be paid vacations in accordance with the provisions of ~~Part~~ VIII of the Ontario Employment Standards Act.
 - (b) Employees with one (1) year but less than five **(5)** years seniority as of May 1st, will be granted two **(2)** weeks vacation pay of four (4%) percent of the previous year's gross earnings.
 - (c) Employees with five **(5)** years but less than (10) years seniority **as** of May 1st, will be granted three (3) weeks vacation pay of six **(6%)** percent of the previous year's gross earnings.
 - (d) Employees with ten (10) years but less than fifteen **(15)** years seniority **as** of May 1st, will be granted four **(4)** weeks vacation pay of eight **(8%)** percent of the previous year's gross earnings.
 - (e) Employees with fifteen **(15)** years and over as of May 1st, will be granted five **(5)** weeks vacation pay of ten (10%) percent of the previous year's **gross** earnings.
 - (f) Employees are expected to take vacation time off unless they have been absent for extended periods of layoff, sickness or injury.
 - (g) Vacation pay cheques will be issued on a separate cheque and issued one (1) week prior to the employee taking vacation. An employee may request in writing prior to May 15th, for his vacation pay entitlement, stating the firm dates for his vacation. The Company will issue the requested cheques no earlier than May 20th of each year.
 - (h) Employees eligible for more than two **(2)** weeks vacation may request one (1) week in separate days. When requesting five **(5)** separate vacation days, the employee should identified and submit them on a vacation request form. This request will be limited

to no more than four employees at one (1) time, and no more than two (2) employees per department.

- 18.02 (a) The Company will give notification by May 1 of each year of the date of the plant shutdown period(s).
- (b) The period or periods during which an employee may take his vacation shall be determined by the needs of the Company. However, consideration will be given to the most senior employee for preferred vacation dates provided such employee makes application in writing to the Personnel Department, not later than May 15th of each year.
- (c) The Company will advise (post) employees of their requested and approved vacation schedules by June 1, of each year.

Article 19 - HOURS OF WORK

19.01 The work week will consist of five (5) eight (8) hour days and forty (40) hours will constitute a normal work week.

19.02 The normal hours in a work day on a one (1) or two (2) shift operation will be:
7:00 a.m. to 3:30 p.m.
3:30 p.m. to 12:00 midnight

The normal hours in a work day on a three (3) shift operation will be:
7:00 a.m. to 3:00 p.m.
3:00 p.m. to 11:00 p.m.
11:00 p.m. to 7:00 a.m.

For a three (3) shift operation the normal work week will start at 11:00 p.m. Sunday.

- 19.03 (a) In the event it becomes necessary for the Company to change the starting and stopping times of the normal shifts, the Company will inform the Plant Chairperson three (3) days before such changes are to take place.
- (b) If such change of shifts or new shifts exceeds one (1) hour before or after the established shifts outlined in 19.02, the Company will meet with the Negotiating Committee to mutually agree on such change or new shift.

19.04 It is agreed and understood by the Union and its members that employees will be required to rotate shifts every fourteen (14) calendar days. The normal shift rotation will be Nights to Afternoons to Days.

19.05 Lunch periods -

- (a) For shifts that are not part of a three (3) shift operation, an unpaid thirty (30) minute lunch period is provided and is not part of the shift's eight (8) hours. Employees on a continuous shift operation excepted. The time of such lunch periods to be designated by the Company.
- (b) For those shifts that are part of a three (3) shift continuous operation, the Company provides for a twenty (20) minute paid lunch period which is part of the shift's eight (8) hours. The time of such lunch periods to be designated by the Company.

19.06 Rest periods -

A paid rest period of fifteen (15) minutes duration will be granted during each half-shift. The time of such rest periods to be designated by the Company.

19.07 Wash-up Periods -

A wash-up period of five (5) minutes, without loss of pay, will be provided immediately prior to the employees' scheduled lunch period and at the end of the employees' shift. Employees on continuous operations (machine operators) will have the five (5) minutes added prior to their lunch period and will continue to work the straight eight (8) hours with no wash-up at the end of the employees shift.

Article 20 - OVERTIME

20.01 Hours worked in excess of forty (40) hours actually worked in the normal work week, or eight (8) hours in the normal work day will be paid for at the rate of time and one-half (1 1/2) the applicable hourly rate, including all hours worked on Saturday. All Sunday hours will be paid at two (2) times the applicable hourly rate.

20.02 Work performed on any Statutory Holiday listed in Clause 17.01 of this Agreement will be paid for at the rate of two (2) times the applicable hourly rate in addition to the pay for the Statutory Holiday.

20.03 Overtime premiums shall not be paid more than once for any hours worked and there shall be no pyramiding of overtime. Shift premiums shall not be included in the calculation of overtime compensation.

20.04 When overtime is required on their shift in their department(s), the committee person(s) will be canvassed first, provided that they can perform the work that is available, and they will be paid the job rate for the work that they perform. If the shift committee person refuses, the next Union Committee person in the department will be asked for overtime. The Plant Chairperson will be asked to work first when both departments are working on the day shift.

20.05 **Direct Labour**, during the normal scheduled work week. For the purposes of overtime, the Relief Operator classification will fall under this article.

(a) **When overtime is available during the normal work week for three hours or less at one time**, it will be offered to seniority employees in the following order after satisfying the requirements of Article 20.04:

1. Seniority employees posted in the classification, on the affected shift, according to lowest overtime hours,
2. Seniority employees who are laid off from the classification and who are assigned to work in the department, on the affected shift according to lowest overtime hours,
3. Seniority employees who are unclassified but who are assigned to work in the classification, on the affected shift, according to lowest overtime hours,
4. Seniority employees in the department, on the affected shift, according to lowest overtime hours,
5. Seniority employees in other departments, on the affected shift, according to lowest overtime hours,
6. Repeat above steps for employees on other shifts.

(b) **When overtime is available during the normal work week for more than three hours at one time**, it will be offered to seniority employees in the following order after satisfying the requirements of Article 20.04:

1. Seniority employees posted in the classification, on the affected shift, according to lowest overtime hours,
2. Seniority employees posted in the classification, on other shifts, according to lowest overtime hours,
3. Seniority employees who are laid off from the classification and who are assigned to work in the department, on the affected shift, according to lowest overtime hours,
4. Seniority employees who are laid off from the classification and who are assigned to work in the department, on other shifts, according to lowest overtime hours,
5. Seniority employees who are unclassified but who are assigned to work in the classification, on the affected shift, according to lowest overtime hours,
6. Seniority employees who are unclassified but who are assigned to work in the classification, on other shifts, according to lowest overtime hours,
7. Seniority employees in the department, on the affected shift, according to lowest overtime hours,
8. Seniority employees in the department, on other shifts, according to lowest overtime hours,
9. Seniority employees in other departments, on the affected shift, according to lowest overtime hours,
10. Seniority employees in other departments, on other shifts, according to lowest overtime hours.

20.06 **Direct Labour**, outside the normal scheduled work week (**Weekends**). For the purposes of overtime, the Relief Operator classification will fall under this article.

(a) **When overtime is available outside the normal work week**, it will be offered to seniority employees in the following order after satisfying the requirements of Article 20.04:

1. Seniority employees posted in the classification, on any shift, according to lowest overtime hours,
2. Seniority employees who are laid off from the classification, on any shift, according to lowest overtime hours,
3. Seniority employees who are unclassified but are assigned to work in that classification, on any shift, according to lowest overtime hours,
4. Seniority employees in the department, on any shift, according to lowest overtime hours,
5. Seniority employees in other departments, on any shift, according to lowest overtime hours.

(b) In the event that there are insufficient employees available for the overtime required, employees with the least amount of overtime in the classification will be assigned to work, but not for more than eight (8) hours, within any two (2) week shift rotation as defined in Art. 19.04.

20.07 **Indirect Labour**, during the normal scheduled work week

(a) **When overtime is available during the normal work week for three hours or less at one time**, it will be offered to seniority employees in the following order after satisfying the requirements of Article 20.04:

1. Seniority employees posted in the classification, on the affected shift, according to lowest overtime hours,
2. Seniority employees laid off from the classification, on the affected shift, according to lowest overtime hours,
3. Seniority employees qualified as backup for the classification, on the affected shift, according to lowest overtime hours,
4. Seniority employees qualified to do the work, on the affected shift, according to lowest overtime hours.
5. Repeat above steps for employees on other shifts.

(b) When overtime is available during the normal work week for more than three hours at one time, it will be offered to seniority employees in the following order after satisfying the requirements of Article 20.04:

1. Seniority employees posted in the classification, on the affected shift, according to lowest overtime hours,
2. Seniority employees posted in the classification, on other shifts, according to lowest overtime hours,
3. Seniority employees laid off from the classification, on the affected shift, according to lowest overtime hours,
4. Seniority employees laid off ~~from~~ the classification, on other shifts, according to lowest overtime hours,
5. Seniority employees qualified as backup for the classification, on the affected shift, according to lowest overtime hours,
6. Seniority employees qualified **as** backup for the classification, on other shifts, according to lowest overtime hours,
7. Seniority employees qualified to do the work, on the affected shift, according to lowest overtime hours.
8. Seniority employees qualified to do the work, on other shifts, according to lowest overtime hours.

20.08 Indirect Labour, outside the normal scheduled work week (Weekends)

(a) When overtime is available outside the normal work week, it will be offered to seniority employees in the following order after satisfying the requirements of Article **20.04:**

1. Seniority employees posted in the classification, according to lowest overtime hours, up to eight (8) hours scheduled overtime,
2. Seniority employees laid off from the classification, according to lowest overtime hours, up to eight (8) hours scheduled overtime,
3. Seniority employees posted in the classification who have agreed to work eight (8) hours overtime, according to lowest overtime hours, up to twelve (12) hours scheduled overtime,
4. Seniority employees laid off from the classification who have agreed to work eight (8) hours overtime, according to lowest overtime hours, up to twelve (12) hours scheduled overtime,
5. Seniority employees posted **as** backups and scheduled to work in the classification during the normal work week, according to lowest overtime hours, up to eight (8) hours scheduled overtime,
6. Seniority employees posted **as** backups in the classification but not scheduled to work in the classification during the normal work week, according to lowest overtime hours, up to eight (8) hours scheduled overtime,

7. Seniority employees who are qualified to perform the work, first in the department and then plant wide, according to lowest overtime hours, up to eight **(8)** hours scheduled overtime,
- (b) In the event that there are insufficient employees available for the overtime required, employees with the least amount of overtime in the classification will be assigned to work, but not for more than eight **(8)** hours, within any two (2) week shift rotation **as** defined in Art. 19.04.
- 20.09 Employees who agree to work outside the normal work week (weekends) will be scheduled according to the following steps:
1. Employees will first be assigned to work the same shift on the weekend that they are scheduled to work during the week.
 2. If the number of employees is not distributed across the shifts as required, the employees with the highest overtime hours who have agreed to work will be reassigned to a different shift **as** necessary to achieve a balanced work schedule.
 3. No employee will be required to work two consecutive shifts **as** a result of reassignment to a different shift. To avoid double shifts, resulting from reassignment, the Company will first ask for volunteers to change shifts, then ask for the next available employee to work overtime.

If an employee who has agreed to work overtime on a weekend subsequently removes himself from the overtime schedule, the company will fill the vacancy with the next available employee. The company will not be required to adhere strictly to the above steps in scheduling the changed employee, but may schedule the replacement employee onto the shift where the vacancy was created.

- 20.10 When overtime opportunity is available, all seniority employees at work will be canvassed by Wednesday of each week **as** to their availability for overtime work. On Thursday each week the Company will post the overtime work available and publish its lineup no later than 3:00 p.m..
- 20.11 For the purpose of canvassing and scheduling work outside of the plant, a list will be posted each Monday for the following week. Employees who want to be considered for work outside the plant will add their name and clock number to the list. The responsibility is with the individual employee to withdraw or add his name to the list.

The Company will ask available qualified employees on the list in order of seniority for work assignments outside the plant. Refer to Letter of Understanding

- 20.12 The Union agrees that in Emergency situations, the union Committee will attempt to persuade employees to work the overtime required.

20.13 Overtime Hours Lists -- Charging and Balancing Overtime Hours

- (a) Overtime will be equitably distributed among those seniority employees posted in the same classification. The Company will distribute overtime in any classification within a differential **of** forty (40) hours of overtime work, unless prevented from so doing by matters outside the Company's control. Refer to Letter of Understanding.
- (b) The Company will maintain a list of hours of overtime charged to each employee. A separate list will be kept for classified and unclassified employees working in each

classification. Lists will be posted weekly, and a copy will be provided to the Plant Chairperson. Refer to Letter of Understanding.

- (c) All overtime hours worked or refused will be charged to the employee. Scheduled overtime hours will be charged to employees that were in line to work but were not available because of absence. Employees on work assignment outside of the plant, will be charged the overtime hours they actually work or the in plant hours they were in line for, whichever is greater.
- (d) For weekend overtime, employees absent on the day of canvassing must advise the Company by 12:00 P.M. (Noon), Thursday, that they are available to work the said overtime or they will be charged as if they had worked. In the event of this occurrence, the last employee(s) scheduled will be the first to be deleted from the overtime work schedule.
- (e) For the purposes of Workers' Compensation or Sick Leave, any employee who is absent for up to two weeks will be handled according to (c) above.
Any employee who is absent for two or more full scheduled work weeks because of Workers' Compensation or Sick Leave, or any employee accepting or assigned a new posting or transferred for more than a week to a different classification will not be allowed to make up the hours of overtime lost, and he will assume the average overtime hours in his classification.
- (f) Employees recalled from layoff and new hires will assume the highest overtime hours in their classification.
- (g) Subject to equalization of overtime, employees on the Modified Work Program will be eligible to share in the scheduled overtime opportunities of the employee's permanent classification if the required work falls within their restrictions. If an unforeseen situation develops during overtime work, and an employee is assigned to perform any work that is part of the modified work program, the modified employees will have no claim to such overtime.
- (h) Union Committee persons, alternate Committee persons, and Worker Safety Representatives will not be subject to overtime equalization.
- (i) For the purpose of taking inventory, on an overtime basis, employees whose services are required because of their job classification will be the first to be selected. Employees with the lowest overtime per job classification required, will be asked first. If additional employees are required, they will be canvassed on a plant wide basis using the employees with the least amount of overtime.

Article 21 - SHIFT PREMIUMS

- 21.01 (a) A shift premium of three (3%) percent of the employee's base hourly rate per hour for all hours worked will be paid to all employees working on the afternoon shift.
- (b) A shift premium of four (4%) percent of the employee's base hourly rate per hour for all hours worked will be paid to all employees working on the midnight shift.

Article 22 - OCCUPATIONAL ACCIDENTS OR ILLNESS

- 22.01 When an employee is injured on the job so seriously that the attending physician determines the employee cannot return to work that same day, he will receive pay for the balance of his regular shift at the same rate of pay as if the employee had not been injured. The Company will supply transportation to the doctor's office and/or hospital plus return transportation to the plant. Where circumstances dictate, will also supply transportation to his home.
- 22.02 When such employee returns to work, he will be reinstated to his former classification.

- 22.03 Any employee's reinstatement after an occupational accident or illness is conditional on his supplying a certificate from a physician that he is fully recovered from the occupational accident or illness which caused his absence. The cost of this certificate will be paid by the Company.

Article 23 - SICK LEAVE OF ABSENCE

- 23.01 Employees who are permitted to go home by the Company due to non-occupational illness or injury will not be paid for the remainder of their shift.
- 23.02 Any employee's reinstatement after sick leave exceeding more than three (3) working days, is conditional on his supplying a certificate from a physician that he is recovered from the sickness which caused his absence, if requested by the Company.
- 23.03 When such an employee returns to work, he will be reinstated to his former classification.

Article 24 - LEAVE OF ABSENCE

- 24.01 (a) The Company will grant up to two (2) weeks leave of absence each contract year without pay, to any seniority employee for personal reasons. Any employee who is absent with such written permission will continue to accumulate seniority. Request for such leave will be given to the Personnel Department at least two (2) weeks in advance and will be limited to no more than four (4) employees at one (1) time, and no more than two (2) employees per department.
- (b) The Company agrees that an employee on approved leave of absence for any reason, will return to the same shift on which they were working at the commencement of such leave.
- 24.02 (a) The Company will grant leave of absence to employees for authorized Union business such as, meetings, conventions, delegations and to become members of the National staff and they will accumulate seniority during their absence subject to receipt of such request by the Personnel Department five (5) working days prior to the commencement of said leave.
- (b) An employee elected to or appointed by the Union to attend Union conventions or meetings, will be granted a leave of absence without pay for a period not to exceed one (1) calendar month, and the Personnel Department is given a minimum of five (5) working days notice in writing of such absence, and not more than four (4) employees will be granted such leave of absence at any one (1) time.
- (c) The Company agrees to provide salary continuance for employees absent from the plant on authorized Union business as well as that referred to in (b) above and will be reimbursed by the Union upon the Company's submission of their invoice/statement.
- 24.03 Maternity/Parental Leave of Absence will be granted in accordance with the Employment Standards Act.
An employee may be granted an extension of her/his maternity/parental leave after the time limits provided under the Employment Standards Act, if medically required and substantiated by a physician's certificate. Provided, such extensions are requested in writing to the Personnel Department at least ten (10) working days prior to the termination of her/his original leave.
- 24.04 A leave of absence not exceeding one hundred twenty (120) days shall be granted to an employee for time during which he is serving a sentence of imprisonment imposed on a conviction arising

from the operation or use of a motor vehicle. The Company will consider other minor offenses also under this clause.

- 24.05 A leave of absence without pay or benefits will be granted for a period not to exceed one (1) year without loss of seniority to an employee with at least one (1) year of seniority in order that the employee can attend a recognized college, university, trade or technical school full time, provided that the course of instruction is related to the employee's employment opportunities with the Company. Before receiving the leave or an extension thereof, the employee will submit to the Company satisfactory evidence that the college, university or school has accepted him as a student and on the expiration of each semester or other school term, will submit proof of attendance during such term. Such leaves will be extended for additional periods not to exceed one (1) year each.

Such employee will give notice in writing to the Personnel Office at least four (4) weeks prior to the date he plans to return to work.

Article 25 - BEREAVEMENT LEAVE OF ABSENCE

- 25.01 If a death occurs in the immediate family of a regular seniority employee, such employee will be given not more than three (3) days leave of absence, (excluding Saturday and Sunday, scheduled vacation and statutory holidays) with pay, at his applicable hourly rate up to a maximum of eight (8) hours, for each day of leave of absence, for the purpose of making funeral arrangements and/or attending the funeral. An employee's request for additional days off will be granted without pay where circumstances deem necessary.

(a) An employees immediate family shall include:

spouse	grandmother
mother	grandfather
father	step parents
son	step sister
daughter	step brother
brother	current spouses parents
sister	current Spouse's Brother
stepchildren	current Spouse's Sister
sister's Current Spouse	brother's Current Spouse
grandchildren	

- 25.02 Bereavement leave approval must be obtained from the employee's immediate Supervisor.
- 25.03 Such paid bereavement leave as described in clause 25.01 is only payable where the employee would otherwise be at work during this period.
- 25.04 Proof of date of death may be requested by the Company.

Article 26 - JURY DUTY

- 26.01 An employee who has been summoned or subpoenaed and reports for jury duty; including Crown Witness, will be excused from work for the day(s), on which he was required for selection and/or serves, and he will receive for each day of service on which he otherwise would have worked, the

difference between eight (8) times his applicable hourly rate and the payment he receives for such services. The employee will present proof of service for the amount of pay received therefore.

Article 27 - REPORTING-IN PAY

- 27.01 An employee who has not been notified in advance "not to report for work" and who reports for his regular shift will be given at least four (4) hours work, and if no work is available, he will be paid for a minimum of four (4) hours at his applicable rate or overtime rate if applicable.
- 27.02 This obligation on the Company will not prevail:
- (1) If no work is available because of
 - (a) A power shortage or a failure of power supply.
 - (b) Any other conditions beyond the control of the Company.
 - (2) If the employee has not kept the Company informed of his current address and telephone number.

Article 28 - CALL- BACK PAY

- 28.01 An employee who has completed his full daily or weekly shifts and who has left the plant and is called back to perform additional or emergency work will be paid for all hours worked with a minimum of four (4) hours at the appropriate overtime rate. For clarification purposes, scheduled work performed prior to the start of a shift does not fall under this clause.

Article 29 - HEALTH AND SAFETY

- 29.01 The parties to this Agreement mutually agree to promote safety and the observance of established safety rules and procedures in the plant and abide by the terms and provisions of the Occupational Health and Safety Act of the Province of Ontario R.S.O. 1990, and its amendments as well as any other applicable legislation.
- 29.02 The Company will maintain sanitary arrangements throughout the plant, provide proper safety devices and give attention to the elimination of any condition of employment which is a hazard to the safety and health of the employees. Material data sheets, in-plant test results and company safety bulletins will be made available to the Joint Health and Safety Committee as required.
- 29.03 The Joint Health and Safety Committee (referred to hereafter as "The Joint Committee") will be composed of three (3) worker representatives (one (1) for each production shift), plus the Plant Chairperson, and a maximum of three (3) employer representatives.
- 29.04 The Joint Committee will have two (2) co-chairpersons. One (1) elected or appointed by the members representing workers and one (1) elected or appointed by members representing management.
- 29.05 The Joint Committee will also designate one (1) member representing each of the parties of the Joint Committee to tour the total plant facilities on a monthly basis for the purpose of inspection and the whole committee will meet monthly following such inspection to review and recommend actions to be undertaken regarding the health and safety conditions within the plant.

- 29.06 The purpose of the Joint Committee is to develop and monitor health and safety programs including liaison and the accumulation of published materials pertaining to health and safety within the plant, to assure the safety and health of all employees. In addition the Joint Committee will: promote compliance with pertinent legislation; designate one (1) member of each of the parties to be notified immediately in the event of serious injury.
- 29.07 Further detail regarding the role of the Joint Committee, the responsibilities, the schedule and format of the meetings, the information to be used and details regarding the minutes can be found in the Policy and Procedures Manual of the Joint Health and Safety Committee. This Committee will have the exclusive authority to modify and/or add to this policy.
- 29.08 (a) As set forth in the Occupational Health and Safety Act, Province of Ontario R.S.O. 1990, and its amendments each party to this agreement will have a representative accompany any Ontario Ministry of Labour, Industrial Safety Branch Official on his scheduled plant audit and/or inspection tour. The results of such audits and/or inspection tour will be placed on the agenda and reviewed at the next regularly scheduled meeting of the Joint Committee.
- (b) The Joint Committee will be provided complete copies of all Form 7's and related accident reports (other than confidential wage and salary information), and perform investigations where necessary of all lost time, property damage and near-miss accidents and/or incidents in an effort to prevent their recurrence. Investigations of major accidents/incidents will take place immediately after the occurrence.
- 29.09 The Company agrees to post, in a conspicuous place, the rights and procedures pertaining to Part V, "Refusal to Work Where Health or Safety in Danger" of the Occupational Health and Safety Act, Province of Ontario R.S.O. 1990.
- 29.10 The Company agrees to provide personal protective apparel, equipment and devices on an "as required" basis without cost to the employee. The Company will provide gloves suitable for the type of work being performed. Where safety equipment has been issued and then lost on a continuing basis, the Union will cooperate in stopping the abuse. If the abuse continues an employee may be charged for such lost equipment. Safety equipment which is damaged and returned will be replaced free of charge. The initial pair of earmuffs will be issued free of charge, when the employee has a note from a doctor requiring the wearing of ear muffs over the conventional ear plugs.
- 29.11 It is agreed that a National or Local Union Safety Representative will be permitted to participate in specific safety issues only by mutual agreement of the time and date, of the Joint Committee and the Senior Manager.
- 29.12 In the event an employee believes that a hazardous condition exists in his work area, he will discuss the matter directly with his supervisor. If the supervisor fails to satisfactorily resolve the employee's concern, the employee will ask his supervisor to call the worker safety representative, who will meet with the supervisor to resolve the concern. If the concern is still not resolved the supervisor will contact the Plant General Supervisor who in company with the worker safety representative will make a decision on the concern. Nothing in this article will preclude an employee from exercising his rights provided by the Occupational Health and Safety Act, Ontario.
- 29.13 The Company recognizes the need for training and updating of the Health and Safety representatives both prior to assuming their responsibilities and while on the job. Appropriate training will be made available and delivered at the Company's expense.

Article 30 - See Letter of Agreement

Article 31 - SKILLED TRADES

- 31.00 All employees in the skilled trades are subject to the provisions of the collective agreement, except as otherwise specifically covered in these Skilled Trades Clauses.
- 31.01 The term "Journeyman" as used in this agreement shall mean any person:
- (a) Who presently holds a journeyman's classification in a skilled trades occupation as listed in 31.02.
 - (b) Who has served a **bonafide** apprenticeship of four (4) years - eight thousand (8000) hours or nine thousand (9000) hours where applicable and holds a certificate which substantiates his claim of such services, or holds a C.A.W. journeyman's card.
- 31.02 Skilled trades, for the purpose of this agreement, *will* be those trades listed below:
- Tool & Die Maker (Mould Maker)
 - Electrician
 - Millwright
- 31.03 Employees presently working in the trades listed in 31.02 above, will have total plant seniority credited and will be placed on a skilled trades seniority list in order. Layoff and recall will be by seniority in the classification. The present practice and framework of having the classifications perform secondary work in the other trades, will continue.
- 31.04 Future employees entering a trade will have date of entry seniority in the skilled trades as listed in 31.02 above.
- 31.05 Production workers will not carry seniority into the trades listed in 31.02 above nor will skilled trades workers exercise seniority into production, except where a trade is discontinued or eliminated. Such employee will then exercise his total Company seniority for the purpose of displacing a junior employee in the general production groups under this agreement.
- 31.06 The Company will extend training to cover technological changes that have taken place within the skilled trades.
- 31.07 The parties recognize that equipment suppliers or jobbers may have their employees install equipment and/or service such equipment. The Company agrees that it may be useful to have skilled trades **observe/aid** in work being done; and the Company will follow this procedure when it is practical, and does not interrupt their work assignment.
- 31.08 Apprentices - The parties agree to be open to discussion on apprentices (if applicable) if the opportunity and need arises.
- 31.09 The Company agrees **to** keep present practice for coveralls in effect. Three (3) summer pairs by March 30 and three (3) winter pairs by September 30 yearly.

Article 32 - AGREEMENTS

32.01 The Union agrees that this Agreement constitutes the entire Agreement between the parties and that any and all previous Agreements, supplementary Agreements, Letter of Intent, Understandings, etc., whenever made and whether or not reduced to writing, are hereby canceled and that, effective upon the signing of this Agreement, the Company's obligations respecting conditions of employment, working conditions, and employee benefits, are limited exclusively to those specifically stated in this Agreement.

Article 33 - WAGES - SCHEDULE "A"

33.01 The hourly wage rate for the individuals currently employed by the Company and new hires, are outlined in Schedule "A" of this Agreement and by reference herein are made part of this Agreement.

ARTICLE 33 - WAGES - SCHEDULE "A"

	OLD RATE MAR. 4/96	CHANGES NEW CONT.	NEW RATE +COLA (.28)+.40 MAR. 5/96
JANITOR/HOUSEKEEPING	\$11.03		\$11.71
PACKER	\$11.19		\$11.87
GENERAL LABOUR	\$11.19		\$11.87
LINE FEEDER	\$11.03		\$11.71
PAINTER	\$11.19		\$11.87
PAINTER/MASKWASHER	\$11.19		\$11.87
SET UP MAINT. PAINT	\$11.81		\$12.49
SET UP MAINT. ASSY	\$12.86		\$13.54
MASK MAKER	\$15.11		\$15.79
MACHINE OPERATOR	\$11.19		\$11.87
SCRAP REGRIND	\$11.19		\$11.87
RELIEF MACHINE OPERATOR	\$11.19		\$11.87
SET UP MOULD TRAINEE		\$12.92	\$13.60
PROCESS MOULD TRAINEE		\$13.92	\$14.60
SET/UP MOULD. TECH. LEVEL I		\$15.10	\$15.78
SET/UP MOULD. TECH. LEVEL II		\$16.50	\$17.18
MATERIAL HANDLING	\$11.19	+.25	\$12.12
SHIPPER/RECEIVER	\$11.81		\$12.49
SPC SPECIALIST/Q.C. INSPECTOR	\$11.81		\$12.49
DEC. SALVAGE INSPECTOR	\$11.81		\$12.49
MAINTENANCE HELPER	\$12.34		\$13.02
MAINTENANCE SKILLED TRADES	\$20.00		\$20.68
CHAIRPERSON	\$12.59	+.25+2.77	\$16.04

EXHIBIT "A" - WAGE AND SALARY SETTLEMENT

The Company agrees to an across the board increase to all classifications listed in Schedule "A" Wages of the plant Collective Agreement effective March 5th of each contract year

- 1st year - .40 cents per hour
- 2nd year - .28 cents per hour
- 3rd year - .26 cents per hour

Article 34 - EMPLOYEE BENEFITS - SCHEDULE "B"

34.01 The Employee Benefits section is designated Schedule "B" of this Agreement and by reference herein are made part of this agreement.

ARTICLE 34 - EMPLOYEE BENEFITS - SCHEDULE "B"

DATED 3/05/96 *

1. A.D. & D. - 1st yr. - \$22,000
2nd yr. - \$24,000
3rd yr. - \$25,000
2. Dental Care - increase basic services from 1993 to 1995/1996/1997 (increase basic every year by one year)(current benefits - perodontics & endodontics, repair dentures)

2nd yr. - Orthodontic - * \$1,000. Life time Maximum
3rd yr. - Crown/Bridgework - Basic service (current) plus
Crown/Bridgework will be a maximum of \$1,000 /person/year
3. Dependent Life - Spouse - \$2,000.
Each child - \$1,000
4. Ext. Health Care - .35 cent Drug Plan.
5. Life Insurance - 1st yr. - \$27,000
2nd yr. - \$29,000
3rd yr. - \$30,000
6. L.T.D. - ~~start~~ at 26 wks- 60% to \$1500. max.- to 65 yrs
7. Vision Care - \$120.00 per 2 yrs
8. Weekly Ind. - 26 wks (same as present with carve-out)
* Surgery not admitted to hospital - paid from first day
9. Canada Wide Industrial Pension Plan (C.W.I.P.P.) - (Current pension plan (March 4/96) ten (.10c) cents per regular hours actually worked, in any contract year, (overtime, vacations, and paid holiday(s) hours excepted), for each employee who has completed one (1) year of seniority or more, to the Canada Wide Industrial Pension Plan (C.W.I.P.P.) or equivalent.

Company will add - 1st year - .04 cents
- 2nd year - .03 cents
- 3rd year- .055 cents

Defined contribution per above will equate to \$6.00 per trustee in 3rd year
10. Safety Shoes - \$75.00 per designated employee(s) per contract year
11. Aprons - one per contract year per employee

* increases or new benefits effective **March 5, 1996**

COST OF LIVING ALLOWANCES

Each employee covered by this Agreement will receive a Cost-of-Living Allowance in accordance with the provisions noted below:

- (a) The Cost of Living Allowance will become effective March 5, 1996. A Cost of Living Allowance will be determined in accordance with changes in the Consumer Price Index published by Statistics Canada (1971 = 100).
- (b) The November - 1995 Index will constitute the base from which the Cost of Living will be calculated. The first such calculation and payment being March - 1996 and Quarterly thereafter. A one (.01) cent an hour adjustment will be made for each .3 rise or fall in the Consumer Price Index.
- (c) The Quarterly adjustments in the Cost of Living will be made effective at the beginning of the pay period following the week of publication of the Consumer Price Index.
- (d) The amount of any Cost of Living Allowance in affect at anytime will not be incorporated in the wage rates but will be paid on all hours compensated. The Cost of Living Allowance will not be used in computing premium rates for overtime nor for shift premiums.
- (e) COLA float will be folded on March 5th, of each contract year.

COST OF LIVING - EXAMPLES OF PAYMENT

Rise In Index of		Increase In Cents
.3	=	.01 cents
.6	=	.02 cents
.9	=	.03 cents
1.2	=	.04 cents
1.5	=	.05 cents
1.8	=	.06 cents
2.1	=	.07 cents
2.4	=	.08 cents
2.7	=	.09 cents
3.0	=	.10 cents
3.3	=	.11 cents
3.6	=	.12 cents
3.9	=	.13 cents
4.2	=	.14 cents
4.5	=	.15 cents
4.8	=	.16 cents
5.1	=	.17 cents
5.4	=	.18 cents
5.7	=	.19 cents
6.0	=	.20 cents
6.3	=	.21 cents
6.6	=	.22 cents
6.9	=	.23 cents
7.2	=	.24 cents
7.5	=	.25 cents
7.8	=	.26 cents
8.1	=	.27 cents
8.4	=	.28 cents

LETTERS OF UNDERSTANDING

Article 35 - DURATION OF AGREEMENT

35.01 This Agreement will become effective the **fifth** (5th) day of March, 1996 and will remain in effect until the fourth (4th) day of March, 1999 inclusive; and either party may give notice in writing, to enter into negotiation for **the** purpose of amending any of the terms of the Collective Agreement within a period of not more than ninety (90) days prior to the date of termination.

FOR THE COMPANY

FOR THE UNION

JOINT STATEMENT OF POLICY ON HUMAN RIGHTS

The Company and the Union recognize and support the spirit and intent of the Human Rights Legislation. Further in this regard, recognition is given to the importance of increased communication and cooperation in resolving promptly claims of Human Rights violations.

In this regard it is agreed that claims of Human Rights violation should be brought to the attention of the Senior Manager and Unit Chairperson to attempt a speedy resolution. This in no way restricts an employee's right to proceed under the law.

Harassment in the Workplace

1. Harassment is not a joke. It is a cruel and destructive behavior against others that can have devastating effects. Harassment by co-workers and/or management is contrary to our basic principles of equality.
2. It is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control: sex, race, disability, political or religious affiliation or place of national origin.
3. Harassment on any of these grounds can be made the basis of a complaint to most Provincial and Federal Human Rights Commissions.
4. Harassment can be defined as any unwelcome action by any person, in particular by management or a co-worker, whether verbal or physical on a single or repeated basis, which humiliates, insults or degrades.
5. "Unwelcome" or "unwanted" in this context means any action which the harasser knows or ought to reasonably know are not desired by the victim of the harassment.
6. Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind or sexual demands.
7. Racial harassment is any action, whether verbal or physical, that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

EXCERPTS FROM THE HUMAN RIGHTS CODE, 1989

Employment

Every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap.

Harassment in Employment

(Section 4 [2])

Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, family status or handicap.

Harassment Because of Sex in Workplace

(Section 6 [2])

Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee.

Sexual Solicitation by a Person in Position to Confer Benefit, Etc..

(Section 6 [3])

Every person has a right to be free from:

- a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.

Definitions

(Part II - Section 9 [F])

"Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome; ("harcelement")

EXCERPTS FROM THE HUMAN RIGHTS CODE, 1989 (CONT.)

Orders of Boards of Inquiry (Section 40 [13])

Where the board of inquiry, after a hearing, **finds** that a right of the complainant under **Part 1** has been infringed and that the infringement is a contravention of section 8 by a party to the proceeding, the board may, by order,

- a) direct the party to do anything that, in the opinion of the board, the party ought to do to achieve compliance with this Act, both in respect of the complaint and in respect of future practices; and

- b) direct the party to make restitution, including monetary compensation, for loss arising out of the infringement, and where the infringement has been engaged in willfully or recklessly, monetary compensation may include an award, not exceeding \$ 10 000. for mental anguish.

The Union and Company have agreed in the Collective Agreement Article V 5.02 against any form of discrimination.

**ANY PROVEN VIOLATION OF THE FORE-MENTIONED JOINT POLICY
COULD RESULT IN VERY SERIOUS DISCIPLINARY ACTION UP TO AND
INCLUDING DISCHARGE.**

FOR **THE** COMPANY

FOR **THE** UNION

Letters of Understanding

Subject: Issuing of Disciplinary Action

The Company and the Union have had discussions on this subject . The Company agrees that disciplinary information will be issued to the employee in a more prompt and timely fashion.

Subject: Voluntary Layoff

The Company and the Union recognize that senior employees may desire to take a short term layoff under clause 13.01 (b) in place of a more junior employee who would normally be laid off. When it will not interfere with quality or productivity, the Company will canvas employees by seniority to determine whether they would prefer to be laid off. This is understood to apply only to those employees working on the shift when the layoff starts.

Subject: Temporary Transfer & Back-up

The Company will make a conscientious effort to assure that all employees work in their respective classification and will give an explanation **as** to why and when they have to be transferred.

Subject: Overtime Equalization

The Company and the Union will continue to work together to find better ways to track controllable and uncontrollable hours for the purpose of overtime equalization.

Subject: Shift Change

Any shift change during a work week (ie Monday to Friday), will be on a voluntary basis and will not be made mandatory by the Company.

Subject: Working Day

For the purposes of clause 13.01 (b) a working day will be considered any continuous twenty-four (24) hour period. A working day does not need to start at 11:00 p.m.

Subject: Training of Backups

The Company will start to train successful applicants for key back-up positions **as** soon as possible, and no later than 90 days after being awarded the posting.

Subject: Mask Maker

The Union and the Company agree to have the CAW skilled trades representative evaluate the Mask Maker classification.

Subject: Work Outside the Plant

1. To be qualified to work outside the plant, an employee must:

- have a valid driver's license
- be able to communicate well and represent the company professionally to the customer
- be able to make reliable quality judgments
- be able to keep proper records of sorting
- be free to cross through customs and immigration if traveling outside the country (i.e. have no criminal record)
- be able to work without direct supervision.

2. At the discretion of the company, the employee may be required to accept the assignment of work at the customer for the full required term of up to one week.

For example, if a three day sorting assignment is required in Sandusky, the company may require an employee to commit to the entire three day assignment, rather than three different employees for the three days.

3. In cases where a customer indicates a requirement for a specific individual to be located in their facility, the customer's requirement will take preference over other provisions in this agreement. The requirement for a specific individual will be in writing and a copy provided to the Union.
4. Employees working outside the plant will be paid the rate of pay defined in the contract for Shipper/Receiver.

Subject: Cancelling Out of Overtime Schedule

Employees accepting overtime assignments for the weekend must notify their supervisor by 11 p.m. Thursday if they are unable to work the hours that they have accepted.

Failure to notify your supervisor prior to 11 p.m. on Thursday, the employee will be charged double the hours scheduled.

Subject: Miscellaneous Departmental Overtime

The Company agrees to use the people within a department with the lowest overtime hours for miscellaneous jobs provided they are qualified to perform the work.

Miscellaneous work examples are clean-up, equipment and facility maintenance or more work than the posted indirect labour person can accomplish in the time available.

If a dispute arises on qualifications, the Union and Company will discuss the issues before anyone is asked for overtime.

If not enough people are available in the department, then the outside department will be asked according to lowest overtime hours.

Subject: Pay Equity

The Company and Union have negotiated Pay Equity **as** required by Ontario Bill 154 and the Plan **has** become part of the collective agreement.

Subject: Paid Education Leave

The Company agrees to pay into a special fund two (.02) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. A cheque will be sent monthly to:

C.A.W. Leadership Training Fund
P.O. Box 897, Port Elgin, Ont.
NOH 2C0

Subject: National Day Of Mourning

The Company agrees to permit a one (1) minute silence on April 28 at 11:00 A.M. with the flag at half mast.

Subject: Error In Pay Cheques

In cases where there has been an error made by the Company of more than *two (2)* hours pay on an employee's cheque, the Company if requested, will provide an additional cheque within a twenty-four (24) hour period.

Subject: Contracting Out/Contracting In

It **is** agreed that the Company will meet with the Bargaining Committee before contracting in/out work which would result in the layoff, or delay in the recall **of** bargaining unit employees, provided that the work can be performed economically, and capacity is available at the time of requirements, and quality standards can be attained in-house.

Subject: Substance Abuse

During the 1986 negotiations, the Union and Company representatives discussed substance abuse **as** it affects our employees that you represent. In addition to the serious consequences to the individual, both parties recognize that substance abuse contributes to absenteeism and turnover and other disruptions of the work force, and it can adversely affect safety, job performance and employee morale.

The Company realized the importance of a continuous cooperative effort between its Management and the C.A.W. officials and members in this regard and it will be appropriate for the C.A.W. and the Company to review and discuss these problems from time-to-time, with a view to providing assistance to addicted employees, consistent with these employees' attitudes toward their problems.

Such assistance includes, but is not necessarily limited to, identification of the problem at its earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities, and a continuing education of members of Management and Union alike to recognize and deal constructively with such problems as they arise.

The Company will submit Sickness and Accident claims for employees who are undergoing a prescribed rehabilitation process in accordance with the Sickness and Accident Plan. The Company will strive to cooperate with the C.A.W. in supporting and emphasizing the objectives of an employee assistance program.

Subject: Paid Five Minute Wash-Up Period End Of Shift

The agreement is that the Company will allow, punching out at 3:25 pm with the understanding that there will be no lineups until 3:25 pm and that the employees will work until the end of the shift.

Subject: Laid Off Employees

The Company and Union agree that employees laid off outside the Plant for more than forty-five (45) calendar days from their last day worked, will lose the right to recall to their former classification. Openings resulting from the above will be posted as per Article 15 of the Collective Agreement.

Subject: Pay Cheque Distribution

The Company agrees to distribute the midnight paycheques by 7:00 A.M. Thursday and the day and afternoon shift during the shift on Thursday.

Subject: Lock Out/Tag Out/Noise Abatement/Heat Stress/Ventilation Programs

The Company and Union agree that a full review of the above programs will be commenced by the Joint Health & Safety Committee upon ratification of this collective agreement. The purpose of this review is to update the procedures and policies to the current legislation as well as to give the maximum possible protection to all of the workers.

A representative of the Local Union will be allowed to participate in these reviews if requested by the Union Committee.

Subject: Rotation System

The Company agrees to continue current job rotation practice. The concept of rotating to different jobs does not mean a wholesale change on a daily or weekly basis, however, the Company understands that some form of rotation is advantage to meeting the needs of some of the employees and the benefit of cross training for the Company. To this end the Company agrees to discuss this topic with Union representatives

during Union/Company meetings (Refer to Article 6.06), **as well as** when issues arise with the affected employee.

Subject: Communication of Quality Issues Between Shifts

The Union and the Company agree that sharing of information between employees on different shifts is important in improving Quality and Productivity. The Company and Union agree to cooperate in developing improved means of communicating between shifts.

SUBJECT: Out of Classification Transfer to Painter

Prior to employees being transferred to the work schedule as painters the following should occur:

1. In the presence of a Union Representative the employee will be told that because of his/her(s) seniority in their classification and Company, the painter classification is the only job available in the plant. The employee has the right, prior to going on the job, to decline and be laid off. They will be called back if and when openings in other classifications become available, in line with his/her(s) seniority.
2. If he/she agrees to assume the painter classification, it is expected that he/she will start producing immediately, and that within a maximum of ten (10) working days will be producing at the same rate **as** any other average painter. During this period the employee will be given training and orientation. His/her(s) performance will be reviewed on a daily basis in order to assure that they **are** continually improving. If it **is** concluded, that the employee cannot meet the quality and production targets, then they the employee will be laid off, if no other **job** in the plant is available in line with his/her(s) seniority.

Subject: Training on New Processes and Equipment

The Company recognizes the importance of knowledge and agrees to provide reasonable in depth training for skilled trades employees and Mould Set-up/Process Technician (where applicable), on new processes and equipment to allow the employee to properly perform his function.

Subject: Mould Setup/Process Technician Training & Progression

- 30.01 Entry into the Setup/Mould Technician will follow the normal job posting procedure (Article 15). A recognized mechanical aptitude test will be administered to all the applicants. Upon successful passing of the aptitude test seniority will then be the qualifying factor.
- 30.02 The Setup/Moulding Technician will have the following progression:
- a) Setup Mould Trainee
 - b) Process Mould Trainee
 - c) Setup/Moulding Technician Level I
 - d) Setup/Moulding Technician Level II
- 30.03 During the entire progression period each employee will participate in a formal review. This activity will take place every three (3) months and will identify any shortcomings and allow the employee to take the required corrective action.
- 30.04 Setup Mould Trainee: after the first three (3) months the trainee will participate in a formal written review so that corrective actions can be taken on any shortcomings. After six (6) months has been completed the trainee will be required to pass a practical on the job test. (Content of such test yet to be determined). The candidate will also have to [complete one prescribed night school course (if available) and two Paulsen Tapes supplied by the Company during this period]. Upon successful completion of the requirement the employee will receive an increase in pay. Failure to pass the above requirements within nine months with a maximum of two (2) attempts will mean disqualification and the employee will return to available work in the plant.
- 30.05 Upon disqualification of the above employee, the job will be again posted per Article 30.01 above. Applicants who have previously successfully completed the aptitude test do not have to repeat the test. The person disqualified is not eligible to post on the new posting.
- 30.06 Upon successful completion of the Setup Mould Trainee position the employee will advance to the Process Mould Trainee Position. This level will take nine (9) months to complete. Successful completion of a practical hands on/on the job test is necessary in order to advance to the next level. Certain basic requirements have to be demonstrated and also [prescribed courses and three Paulsen Tapes] have to be successfully completed. Failure to pass above requirements will mean that the employee will not advance to the next pay level until the requirements are met. A maximum of three such requests may be made by any one employee during each contract year with a minimum intervals of three (3) months.
- 30.07 Upon successful completion of the Process Mould Trainee position the employee will advance to the Setup/Moulding Technician Level I position. This level will take nine (9) months to complete. Successful completion of a practical hands on/on the job test is necessary in order to advance to the Setup/Moulding Technician Level II. Certain basic requirements have to be demonstrated and also [prescribed courses and three Paulsen Tapes] have to be successfully completed. Failure to pass above requirements will mean that the employee will not advance to the next pay level until the requirements are met. A maximum of three (3) such requests may be made by any one employee during each contract year.
- 30.08 The duties of each levels include the duties of the lower levels.
- 30.09 Layoffs from the Classification will be according to progress through the levels. If two or more employees are in the same level, then seniority will prevail.

- 30.10 The Company will provide a minimum of 30 hours per six week period of hands on training and eight (8) hours classroom training every six (6) weeks for Setup Mould Trainees and Process Mould Trainees. Setup/Moulding Technician Level I will have a minimum of 10 hrs hands on training and the Moulding Technician Level II as required.
- 30.11 Training outside the plant or outside of stated requirements will qualify for the Company's educational refund policy.
- 30.12 A committee comprised of Company and Union will be formed to investigate and recommend the various courses required in each level. Consideration will be given to content of each course and the availability. Though not limited to these only, examples are: night school courses, home study courses, and courses specifically designed and given in a classroom setting.
- 30.13 The request for an upgrade will be given in writing by the employee and the test will be given within 10 working days.
- 30.14 The Union and the Company agree that cooperation between employees in the classification is desirable and essential for success and to share their work load and assignments.
- 30.15 The Company will ensure that Bargaining unit employees will have full opportunity to enter the classification and demonstrate qualifications before going outside the Bargaining unit.
- 30.16 Backups will be given priority in entering the Setup Mould Trainee position when an opening occurs in the Mould Setup/Process Technician Classification and will start at the entry level.

Subject: Mould Setup/Process Technician - Incumbents presently in the Classification

The Union and the Company agree that the following will be introduced into the new Setup/Moulding Technician Classification in the following manner:

- 1. Affected employees will be Bill Mifflin (26), Mike Willson (34), Tom Robertson (66), Doug Boersma (99), Al Montgomery (106), and **Ross** Breschetti (130).
- 2. All employees will be placed in the new classification at the level of Process Mould Trainee.
- 3. If layoffs from the classification are required during the first **six** months of the contract, they will be by seniority in the classification. After the first six months The Letter of Understanding Mould Setup/Process Technician Training & Progression will prevail.
- 4. No Practical Test will be performed during the first eight (8) weeks of the new contract for advance through the levels of the classification. After eight (8) weeks, employees in the classification may request in writing a Practical Test. After an additional three months, employees may request in writing a repeat of the Practical Test if they have not completed it successfully. The Company will administer all requested testing within 10 working days of the request.
- 5. Employees grandfathered into the classification will be allowed a reasonable amount of time to complete classroom training such as Paulsen tapes and night school courses.
- 6. The Letter of Understanding Mould Setup/Process Technician Training & Progression will be applied to employees who advance levels while grandfathered, with the exception of 3 and 5, above.

7. The Letter of Understanding Mould Setup/Process Technician Training & Progression will be applied to all employees starting six months after the new contract, with the exception of 5, above.

Subject: Weekly Indemnity Benefit

The Union and the Company agree that when an employee qualifies for Weekly Indemnity Benefits, then if requested, the Company will advance the employee the amount of money due under the Weekly Indemnity Benefit or related Unemployment Insurance Payment. Prior to receiving such advancement from the Company, the employee will be required to sign a waiver committing the employee to repay all advanced funds as they are received from the insurer or the Unemployment Insurance Commission.

Subject: Training of Direct Labour Employees

The Company agrees that when there is a requirement to train Direct Labour employees, the Company may offer this training work to the senior employee in the classification on the affected shift(s). Direct Labour employees who provide training to others in their own classification will be paid at fifty cents (\$0.50) above the current applicable rate of pay for the classification.

Subject: Chairperson Rate of Pay

It is agreed that for the duration of this contract, the Chairperson will be paid twenty-five cents (\$0.25) above the current applicable rate of pay for the highest-paid classification other than skilled labour.

Subject: Coveralls

The Company will continue the current practice of supplying coveralls to certain indirect classifications. A current list will be provided to the Plant Chairperson.

Subject: Christmas Turkey

The Company agrees that each contract year (for the duration of this collective agreement), the employee will receive a Christmas Turkey, or a gift certificate of equal value, whichever the Company chooses. If they qualify under Article 17.02 of the Collective Agreement.