

COLLECTIVE AGREEMENT

between

**O-PEE-CHEE COMPANY
LIMITED**

and

**GLASS, ~~MOLDERS~~, POTTERY,
PLASTICS & ALLIED WORKERS
INTERNATIONAL UNION
AFL-CIO, CLC**

LOCAL UNION #49B

LONDON, ONTARIO

Expiry Date: April 30, 1992

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COLLECTIVE AGREEMENT

BETWEEN:

O-PEE-CHEE COMPANY LIMITED
(hereinafter referred to as "The Company")

AND

GLASS, MOLDERS, POTTERY, PLASTICS AND
ALLIED WORKERS UNION
(hereinafter referred to as the "Union" through its Local
#49B)

GENERAL

Wherever the masculine is used in this Agreement, it shall be construed as if the feminine had been used where the context so requires, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary have been made.

ARTICLE 1 PURPOSE

1.01 It is the intent and purpose of the parties hereto set forth herein the basic agreements covering wages, hours of work, other conditions of employment, and the methods of adjusting alleged grievances to be observed between the parties hereto, covering the employees defined in the recognition clause.

1.02 Where any clause or provision of this Collective Agreement is contrary to legislation which affects the parties, such legislation shall override the particular clause or provision.

ARTICLE 2
UNION RECOGNITION

2.01 The Company **recognizes** the Union as the sole bargaining agent for all the employees of the Company save and except foremen, foreladies, persons above the rank of foreman and **forelady** and office staff.

ARTICLE 3
RESERVATION OF MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency.

- (b) Hire, promote, demote, transfer, reclassify, discipline or suspend employees, to discharge any employee for proper cause, provided that a claim by an employee who has acquired seniority that he has been discharged without proper cause may be the subject of a grievance and dealt with as provided in clause 7.04 of this Agreement.

- (c) Operate and manage its business in all respects in accordance with its commitments and responsibilities and in pursuance of its policies; decide on the number of employees needed in any classification; establish job qualifications; determine the location of plants, the product to be manufactured, the schedules of production and sales; decide on the methods, processes and means of manufacturing and distributing and on the extension, curtailment or cessation of operations.

3.02 The Company agrees that the exercise of the above functions shall not be inconsistent with the provisions of this Agreement.

ARTICLE 4 STRIKES AND LOCKOUTS

4.01 The Union agrees that there will be no strikes or other activity on the part of employees which will halt, limit or interfere with normal business procedures during the life of this Agreement.

4.02 The Company agrees that there will be no lockout of employees during the life of this Agreement.

ARTICLE 5 UNION MEMBERSHIP AND CHECK-OFF

5.01 All present employees who are members of the Union shall be required to remain members of the Union during the term of this Agreement. Newly-hired employees will be required to become members of the Union and shall pay Union dues as defined below.

5.02 The Financial Secretary of the Local Union will keep the Company currently advised in writing of the amount of initiation fees and also of the amount of the regular monthly Union dues.

5.03 The Company agrees to deduct from its employees the regular monthly Union dues, and in the case of new employees, the regular initiation fee. Such dues deductions will be made from the first pay received by each employee in each calendar month, and the initiation fees commencing in the third month of the employee's service, and will be remitted to the Secretary-Treasurer of the International Union and the Secretary-Treasurer of the Local Union, in the amounts specified by the International, by the fifteenth (15th) day of each month along with a list of names showing from whom the deductions were made.

5.04 When the dues check-off deduction coincides with the issuance of an employee's vacation pay, Union dues will be deducted from such pay.

5.05 The Union agrees to save the Company harmless from any and all claims for amounts deducted from pay and remitted under the terms of this Article.

ARTICLE 6 UNION AFFAIRS

6.01 The Union and the Company agree that there will be no intimidation, interference, restraint or coercion exercised or practiced by either of them or their representatives, upon employees of the Company because of membership or non-membership in the Union.

6.02 The Union will select or appoint a committee consisting of not more than four (4) stewards plus a Plant Chairperson to represent employees in presenting their grievances under Article 7 of this Agreement.

6.03 The Company acknowledges the right of the Union to select or appoint a Negotiating Committee of five (5) employees including the Plant Chairperson. Those members of the Negotiating Committee who are in attendance at negotiation meetings with the Company except mediation shall be paid their scheduled job rate for their regularly scheduled hours the day of said meeting.

It shall be the Negotiation Committee's function to meet with the Company to negotiate the renewal and modification of this Agreement at the expiration of the current Agreement.

6.04 The Union shall notify the Company in writing of the names of the committee members and any alterations thereto. The Company shall not be required to recognize any steward or committee member until such notification from the Union has been received.

6.05 The Union agrees that committee members have their regular duties to perform on behalf of the Company and they will not leave their regular duties without first receiving permission from their supervisor. Such permission will not be unreasonably withheld. Committee members will return to their regular duties as expeditiously as possible.

6.06

- a) Committee members shall receive their scheduled job rate during meetings held with Company representatives during their normally scheduled hours of work.
- b) Employees processing a grievance under Article 7 shall receive their scheduled job rate during their normally scheduled hours of work.
- c) Payment under (a) and (b) above shall not include time spent in either Mediation or Arbitration proceedings.

6.07 The Company shall not unreasonably withhold permission for staff officers of the Union to confer with members of the Union Committee on request to the Human Resources Department.

ARTICLE 7
ADJUSTMENTS OF DISPUTES AND
GRIEVANCES

7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust the complaint. If an employee has a complaint, he shall discuss it with his immediate supervisor within five (5) working days after the circumstances giving rise to the complaint occur and failing settlement it may then be taken up as a grievance within three (3) working day following receipt of the immediate supervisor's decision as follows:

Step No. 1

An employee with a grievance shall present a signed, written complete statement outlining in detail the circumstances as well as the redress sought, to his immediate supervisor either directly or with the assistance of the committee member for his location. The immediate supervisor shall give his decision in writing to the employee within three (3) working days following presentation of the grievance to him.

Step No. 2

If the matter is not satisfactorily adjusted in Step No. I, the employee either alone or through his committee member or with him, may then take the written grievance up with the Manager in charge of that Department within five (5) working days after the date of the immediate supervisor's reply. Within three (3) working days of receipt of the grievance in this Step No. 2, the Manager shall give his decision in writing to the grievor and a copy to the committee member.

Step No. 3

If such grievance is not satisfactorily adjusted with the Manager in Step No. 2, it may be submitted in writing to the Vice-President - Manufacturing or his delegate within five (5) working days after the date of the Step No. 2 reply. Within five (5) working days of receipt of the grievance in this Step No. 3, a meeting will be **arranged** to discuss the grievance. At this meeting, the **grievor**, the committee member for the location concerned, the shop chairperson and a staff officer from the Union may be present at the request of either party. The Company may also have other management representatives in attendance. The Vice-President - Manufacturing shall give his decision in writing to the shop chairperson, with a copy sent to the staff officer from the Union, within five (5) working days following the date of the meeting.

7.02 Should any grievance not be submitted in writing within the time limits specified in this Article 7, it shall be considered to have been settled on the basis of the Company's reply to the grievance. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to submit the grievance to the next stage including Arbitration.

7.03

- a) **The Union may file a "Policy Grievance" at Step No. 3 of the grievance procedure. A "Policy Grievance" is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be handled as an individual employee grievance commencing at Step No. 1. Such "Policy Grievance" shall be in writing and signed by the Shop Chairperson.**

- b) The Company shall have the right to lodge a grievance with the Union concerning the application or interpretation of any provision of this Agreement. The grievance shall first be presented in writing to the Union and a meeting will be held within five (5) working days between representatives of the Company and the Union and the grievance shall be answered in writing by the Union within **five (5)** working days of such meeting.

7.04 An employee who has acquired seniority under this Agreement claiming that he has been discharged from employment without just cause may file a written statement of such claim at Step No. 3 of the grievance procedure providing such claim is lodged with the Vice-President - Manufacturing or his delegate within three (3) working days of the discharge.

7.05 An employee who has acquired seniority under this Agreement claiming that he has been laid off without just cause may file a written statement of such claim at Step No. 2 of the grievance procedure provided such claim is lodged with the Manager or delegate in charge of that Department within five (5) working days after the circumstances giving rise to the grievance.

7.06 The term "working days" in this Article shall mean plant working days.

7.07 Any steps of the Grievance Procedure may be waived by mutual agreement in writing between the Company and the Union.

7.08 Any employee receiving a disciplinary notation on his record will have such notation cancelled if the employee serves a period of twelve (12) months without a further disciplinary notation on his file. The plant chairperson shall be given a copy of all disciplinary notations being entered on an employee's file.

7.09 Failing settlement under the foregoing procedures of any grievance arising from the interpretation, application, non-application or violation of any provisions of this Agreement, including any questions as to whether a matter is **arbitrable** or in the case of an employee who has acquired seniority under this Agreement, a grievance alleging that he has been discharged without just cause, such a grievance may be submitted to Arbitration as provided in Article 8, providing a written request for Arbitration is received within ten (10) working days after the final decision is given in Step No. 3.

7.10 Time limits fixed in this Article may be extended by mutual agreement in writing between the Company and the Union.

ARTICLE 8 ARBITRATION

8.01

- a) A complaint regarding the meaning, interpretation application or alleged violation of this Agreement including a Union or Company Policy grievance as defined in Article 7, paragraph 7.03, or an allegation by an employee who has acquired seniority that he has been discharged without cause, which has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 7 and which has not been settled or abandoned, may be referred to a single

Arbitrator, at the written request of either of the parties hereto in accordance with Article 7, paragraph 7.09.

- b) The party requesting Arbitration shall advise the other party by registered mail stating the matter to be arbitrated and the name of three arbitrators. The recipient of such notice shall, by return mail, acknowledge receipt of such advice and, at the same time, provide the name of the arbitrator, if any, that it selects from the three names or the names of other arbitrators.

- c) If either of the parties fails to appoint an arbitrator, or if the parties fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.

- d) The parties may mutually agree to the appointment of a board of arbitration. If the parties agree to a board of arbitration the requesting party shall inform the other party of the name of an appointee to a board of arbitration. Within five (5) days the other party shall inform the requesting party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairperson. If either of the parties fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The

arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairperson governs.

8.02 The Arbitrator, or a Board of Arbitration, will not have the authority to alter, modify, or amend any part of this Agreement or, to make any decision inconsistent therewith, nor deal with any matter not covered by this Agreement.

8.03 Each party hereto will jointly bear the expenses of the Arbitrator or Chairperson of a Board of Arbitration, but each party shall bear the costs and expenses of its appointee to any Board of Arbitration.

8.04 Time limits fixed in this Article may be extended by mutual agreement in writing between the Company and the Union.

ARTICLE 9

SENIORITY AND PROMOTIONS

9.01 Seniority is based upon the length of continuous service with the Company.

9.02 An initial seniority list shall be established at the signing of this Agreement and shall be brought up to date every six (6) months thereafter. Only employees who have completed the probationary period shall be shown on the seniority list.

9.03

- a) An employee other than an employee in a classification within the Maintenance Department as outlined in Schedules "B" and "C" of this Agreement, shall be considered a probationary employee until he has worked a total of forty-five (45) days or longer if mutually agreed upon by the parties, within any continuous six (6) month period, and during this period he shall have no seniority rights.

- b) An employee in a classification within the Maintenance Department as outlined in Schedules "B" and "C" shall be considered a probationary employee until he has worked a total of seventy-five (75) days or longer if mutually agreed upon by the parties, within any continuous six (6) month period and during this period he shall have no seniority rights.

- c) It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Company.

- d) The parties agree that the discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

9.04

- a) On successful completion of the probationary period an employee shall be placed on regular staff, his name shall be placed on the seniority list and his seniority shall date back to his last date of hire.

- b) In the event two (2) or more employees were hired on the same day, their seniority shall be determined in the following sequence:
 - i) date application is received by human resources:
 - ii) time application is received by human resources.

This provision will only affect those employees who were hired after March 1, 1983.

9.05 Seniority will continue to accumulate during any authorized leave of absence, including vacations, provided for in this Collective Agreement.

9.06 The Union committee shall be given notice as soon as possible of any lay-off and it then shall be posted on the bulletin board.

9.07

- a) In the event of a layoff, employees shall be laid off in inverse order of seniority within the affected classification. An employee who is affected by a work shortage and who is subject to lay-off shall be entitled to claim the job held by another employee provided the affected employee possesses the necessary qualifications and ability to perform the job being claimed and also provided that:
 - i) the job rate being claimed is held by the employee with the least seniority who is currently working in that job classification; and
 - ii) the job rate being claimed is equal to or lower than the job being held by the employee making the claim.

- b) For reasons such as raw material shortage and machine breakdown, the Company may lay off any employee for a temporary period not exceeding three (3) working days, without regard to seniority provided that no individual employee shall be laid off by virtue of this section for more than ten (10) days in any calendar year. In the administration of this clause, any part of a day shall constitute one (1) day.

9.08

- a) Before new employees are hired, the Company will recall employees having seniority on lay-off who possess the necessary qualifications to perform the work available. When such employees are recalled, it shall be on the basis of seniority and qualifications.
- b) If the anticipated term of work on a recall is for a period of less than one (1) week, the employee will be advised and may elect to decline the recall without losing seniority under the provisions of 9.09 (a) (6).

9.09

- a) An employee's seniority shall be terminated and he shall be deemed to lose all status as an employee if:
1. He is laid off for a continuous period equal to one-half (1/2) the employee's seniority up to a maximum of eighteen (18) months; or
 2. He retires or is retired; or
 3. He is discharged and not reinstated in accordance with the grievance procedure; or

4. He is absent from work for a period in excess of three (3) working days without notifying the Company unless he subsequently satisfies the Company that his failure to so notify was for reasons beyond his control: or
 5. He voluntarily leaves the employ of the Company; or
 6. He fails to reply to a recall within forty-eight (48) hours of notification of such recall to his last known address, or subsequently fails to report for work within three (3) further days following such reply; or
 7. He uses a leave of absence for a purpose other than that for which it was granted; or
 8. He fails to return to work within twenty-four (24) months following the commencement of an absence due to an illness or accident.
- b) A person receiving Workers Compensation shall not lose seniority under Clause 9.09 (a) (8) above, until a qualified physician or the Workers' Compensation has determined that he will be unable to return to work or until three (3) years have elapsed, whichever occurs first.

9.10

- a) The term "vacancy" as used in this Agreement shall be defined as any job opening of more than thirty (30) working days duration except that vacancies of more than thirty (30) working days caused by employees

being on vacation: or off due to compensable or non-compensable accident or illness; or on an approved leave of absence shall be considered temporary.

- b) In the event new positions are created and established which are expected to exceed thirty (30) working days or a vacancy other than a temporary vacancy occurs in an existing position which the Company wished to fill, the available position will be posted on the Company's bulletin boards for a period of three (3) working days in order that employees may apply for such position.

The posting notice will specify the nature of the job, the qualifications required, the number of vacancies, the rate of pay and date of commencement of the job.

A copy of all postings will be given to the Shop Chairperson.

- c) No employee may change jobs through the exercise of job bidding under this Article more than twice in any twelve (12) month period.
- d) Packaging/Processing mechanics posted to the Maintenance Department in a classification as outlined in Schedule "B" may progress to Group 4 without the positions being posted provided the employee has successfully completed the full training programme and fully meets all of the criteria including qualifications, skill and ability of each group.

9.11

- a) The Company shall make a selection within five (5) working days of the termination of the posting period from those applicants who are deemed to have the

necessary skill and ability to perform the requirements of the position in a satisfactory manner. The position shall be assigned to the most senior of such applicants.

- b) Where the senior applicant is selected with or without an interview, there will be no requirements for the Company to interview less senior applicants.
- c) The Company shall not hire any outside applicants until all applications from present employees are considered.
- d) The Shop Chairperson shall be advised of all successful applicants and the names of all applicants shall be made available to him on request.
- e) Where an applicant is awarded a job through the job posting procedure, he shall be eligible for a training period. Such training period as determined by the Company will be from a minimum of two (2) working days for positions which demand lesser skills to a maximum of ten (10) working days for more skilled positions.

In the event the applicant proves unsatisfactory in the position during the aforementioned training period, or if the employee finds himself unable to perform the duties of the new position, he shall be returned to his former position without loss of seniority and with the current rate of wages for said former position.

In the event an employee is returned to his former position, any other employees who had been promoted or transferred as a result of the promotion or transfer of the returning employee shall be returned to their former positions without loss of seniority and with the current rate of wages for said former positions.

9.12 When an employee is to be laid off for a contemplated period of less than thirteen (13) weeks, it is not necessary for the Company to issue vacation pay unless requested to do so by the employee.

9.13

- a) The Plant Chairperson will not be required to work on other than the day shift.

- b) The Plant Chairperson for the purpose of layoff and or recall will have super seniority after the provisions in 9.07 (a) and 9.07(b) or 9.08 are exhausted. The super seniority will apply in the following manner: firstly to displace the most junior employee in an equal or lower classification for which he has the qualifications and ability to perform the work. Secondly he may displace the most junior employee in a classification for which he has the qualifications and ability to perform the work which is the next highest classification to his posted rate.

ARTICLE 10 LEAVE

10.01 An employee who for a consecutive period of thirteen (13) weeks has not been absent from work, nor late for work more than ten (10) minutes total in any one (1) month, shall be entitled to a period of leave equal to one-half (1/2) of the employee's normal work day, such paid leave to be cumulative and to be taken at such time as approved by the Company.

10.02

- a) The Company agrees to allow an employee a leave of absence of up to five (5) consecutive days from the date of the death of the employee's spouse or child. The

employee shall be paid at his regular hourly rate for all of his regularly scheduled hours that he is absent from work during this period.

- b) In the event of a death in an employee's immediate family (which shall only include parent, foster parent, sister, half-sister, brother, half-brother, father-in-law, mother-in-law, grandparent, grandchild, person to whom the employee is a court-appointed legal guardian), the Company agrees to continue to pay, on a straight time basis at the regular hourly rate for the actual time absent from work by each employee of the family involved to arrange and/or attend the funeral, but in no case to exceed three (3) regular working days. It is understood that the aforementioned three (3) regular working day period may include one (1) day following the funeral.
- c) In the event of the death of a brother-in-law or sister-in-law the Company agrees to continue to pay, on straight time basis at the regular hourly rate for the actual time absent from work for an employee to attend the funeral, but in no case to exceed one (1) regular working day.

10.03

- a) While it is the exclusive prerogative of the Company to grant a leave of absence, an employee who has completed his probationary period may apply, in writing, for an extended leave of absence without pay for a period not to exceed two (2) months in duration provided the Company is able to replace such employee with a competent trained substitute so as not to interfere with production. The Company shall advise the employee whether or not his request has been granted within one (1) week of receiving such request except any leave of

absence requested for the period of July 1st to August 31st. Requests for leaves of absence for the period of July 1st to August 31st shall be submitted to the Human Resources Department between March 1st and April 30th, and the employee shall be advised whether or not his request has been granted by May 15th.

- b) The Company will, if production requirements permit, consider one (1) extra week's leave without pay to allow employees to vacation with their families.

10.04

- a) The Company agrees to pay the difference between a full day's pay at the employee's straight time hourly rate and the amount the employee receives as jury duty pay (excluding payment for travelling, meals, or other expenses) for each day the employee is required to absent himself from work in order to serve on a jury.
- b) Employees on day shift who are on Jury or Witness Duty and are not required and let go by eleven (11:00) o'clock shall go into work for the afternoon.
- c) Employees on other than the day shift who are required for such service in excess of four (4) hours shall not be required to go to work on their normal shift that day.

ARTICLE 11

BULLETINBOARD

11.01 The Company shall provide a bulletin board for the use of the Union. The Shop Chairperson or his designate may post notices relating to official Union functions.

11.02 All other matters which the Union may want to post will have to be approved by the Company.

ARTICLE 12

WAGES AND OTHER ALLOWANCES

12.01 The Company agrees to pay and the Union as the sole bargaining agent for employees of the Company covered by the Agreement, agrees to accept during the life of this Agreement, the scale of wages set forth in Schedules "A", "B" and "C".

12.02 An employee required to work on other than the normally scheduled day shift, will be compensated, in addition to normal earnings, by a premium of thirty cents (.30) per hour on the afternoon shift and thirty-five cents (.35) per hour on the night shift.

12.03 Employees will be paid by cheque. Except in the event that a paid holiday falls on a Monday, the afternoon and night shift employees will be given their cheques at the end of their Thursday shift and Friday morning respectively; all other employees will receive their pay cheques prior to the end of the shift on Thursday. In the event that a paid holiday falls on a Monday, employees working on the day shift will be given their cheques prior to the end of their shift on Friday and all other employees will be able to receive their cheques from the payroll clerk after 10:00 a.m. on the Friday. For the purpose of this Article, employees shall be paid either by cheque or by direct deposit into the personal bank account of the employee's choice.

12.04

- a) Employees, other than employees in a classification within the Maintenance Department as outlined in Schedules "B" and "C", who, for the convenience of the Company are temporarily transferred to a job normally paying a different basic rate shall:

- i) retain their scheduled job rate should it be greater than the established basic rate for the job classification to which they are transferred;
 - ii) be paid the basic rate normally paid for the work to which they have been temporarily transferred should it be higher than their scheduled job rate.
- b) Employees in a classification within the Maintenance Department as outlined in Schedules "B" and "C" who are temporarily assigned to a piece of equipment or a classification for which they have not received credits, will not receive credits for such equipment or classification until they have met all of the established criteria as set out in the training requirements such that the employee is fully able to perform the job in an efficient manner without further training.

12.05

- a) An employee who claims a lower rated job under the provisions of Article 9, paragraph 9.07 shall retain his scheduled job rate as shown on the weekly manpower schedule for the balance of the week. Employees shall then receive the job rate of the scheduled job subject to 12.05 (b), (c), (d) and (e).
- b) Employees with three (3) or more years of seniority as of April 30, 1986, who are posted under the provisions of Article 9, paragraph 9.11 as of April 30, 1986 and claim a lower rated job under the provisions of Article 9, paragraph 9.07 shall receive a job rate of not less than ten cents (.10) per hour less than the employee's posted job rate subject to 12.05 (c), (d), and (e).

- c) In the event an employee covered under paragraph 12.05 (b) above does not:
- i) accept training on another machine in his classification: and
 - ii) successfully meets the required qualifications, he shall revert back to the wage rate of the job of which he is performing.
- d) In the event an employee with three (3) or more years seniority as of April 30, 1986 does not perform work in his posted job grade for a six (6) month period of time, the employee's wage rate shall then revert back to the wage rate of his posted job rate as of April 30, 1986, subject to 12.05 (e).
- e) In the event there is subsequent work in the employee's former posted job, he shall be transferred back in order of seniority to said job at the appropriate job rate.

12.06 An employee required to use his personal vehicle for business shall be entitled to a travel allowance of twenty cents (.20) per kilometre.

12.07 The Company shall pay a First Aid Attendant with a current first aid certificate and duly appointed by the Company, a bonus of ten cents (.10) per hour above his scheduled job rate.

12.08 The Company shall pay a premium of thirty cents (.30) per hour for all hours worked by an employee when designated as a lead hand by Management on an unsupervised shift.

ARTICLE 13
HOURS OF WORK AND OVERTIME

13.01 The following paragraphs and clauses are intended to define the normal hours of work for the purpose of calculating overtime and shall not be construed either as a guarantee of any minimum or as a restriction on any maximum number of hours worked.

13.02 The normal work week shall be forty (40) hours comprised of five (5) days of eight hours Monday to Friday inclusive.

13.03

- a) The employee shall be paid overtime at the rate of time and one-half (1-1/2) the job rate for all hours worked:
 - i) in excess of eight (8) hours in any one (1) day, and
 - ii) on a Saturday.

- b) The employee shall be paid overtime at the rate of twice (2) the job rate for all hours worked:
 - i) on a Sunday and
 - ii) on a Paid Holiday.

- c) For the purpose of clause 13.03 (b) above, the shift commencing at 11:00 p.m. Sunday night shall be deemed to be work performed on a Monday.

13.04 The Company will make every effort to notify employees of Saturday overtime by Thursday noon; daily overtime by noon of the day overtime is required.

13.05 Overtime Prior To Or Following A Shift

The Company shall make every effort to offer overtime work among qualified employees who normally perform the work

where such work is required by following the procedure outlined in this clause:

- a) Overtime work will first be offered in order of seniority to employees within the classification who are performing the work on the shift.
- b) Where overtime is offered and there are more volunteers than required, overtime assignments shall be made to the most senior of those employees who have volunteered.
- c) Where overtime is offered and there are insufficient volunteers under 13.05 (a) to meet the requirements, the Company may offer the overtime work in order of seniority to employees within the classification on the shift.
- d) Where overtime is offered and there are insufficient volunteers under 13.05(c) to meet the requirements the Company may offer the overtime work in order of seniority to employees who are able to perform the work on the shift and within the Department where overtime is being offered.
- e) In the event overtime is offered and there are still insufficient qualified volunteers to meet the requirements, the Company may assign such overtime work to employees within the classification on the shift and within the Department but in inverse order of seniority.

OTHER OVERTIME

- a) The Company shall post a list of overtime required by 5:00 p.m. Wednesday. Employees may sign said list to

indicate that they are interested and available to work overtime. Said list shall be taken down by 12:00 noon Thursday and reposted by 2:45 p.m. Thursday indicating overtime assignments.

- b) In the event overtime is offered and there are more volunteers than required, overtime assignments shall be made in the following order:
 - i) in order of seniority to volunteers within the classification;
 - ii) in order of seniority to volunteers within the Plant who are qualified and able to perform the work.
- c) In the event overtime is offered and there are insufficient volunteers who are able to meet the job requirements, the Company may assign such overtime work to employees in the classification, but in inverse order of seniority.
- d) In the event there is a requirement for overtime after the posted assignments, the overtime will be offered in order of seniority to volunteers within the classification. The Company will attempt to contact said employees by telephone. in the event the Company is unable to contact or attract sufficient volunteers to meet the requirements, the Company may assign such overtime work to employees in the classification but in inverse order of seniority.

13.06 Subject to schedules of production, shift starting times will normally be as follows:

- a) One shift operation:
 - it 7:00 a.m., or
 - ii) 3:30 p.m., or
 - iii) 11:00 p.m.
- b) Two shift operation: 7 a.m. and 3 p.m.
- c) Three shift operation: 11 p.m., 7 a.m. and 3 p.m.

Effective as soon as possible but in any event no later than July 1, 1990, subject to schedules of production, shift starting times will normally be:

11:00 p.m.
7:00 a.m.
3:00 p.m.

13.07 The Company may, when necessary, vary the shift starting times provided in clause 13.06 above, or the starting time of any individual employee by up to one-half (1/2) hour.

13.08 Employees who are required by the Company to change their shift will be given a minimum of twenty-four (24) hours notice and will be paid for all time lost directly related to the change in shift. All employees changing their shift with less than twenty-four (24) hours notice will be paid at the rate of one and one-half (1-1/2) the job rate for the first eight (8) hours worked on the new shift. It is understood that the provisions of paragraph 15.01 do not apply to this situation.

ARTICLE 14 REST PERIODS

14.01 Effective as soon as possible but in any event no later than July 1, 1990:

Provided an employee is scheduled for a full eight (8) hour shift, he shall be assigned one (1) ten (10) minute rest period in the first half (1/2) of his shift as well as one-half (1 / 2) hour paid lunch period both of which shall be included as a part of the hours worked.

The question of whether these periods are taken on a staggered system or by means of stopping work in respective departments of the factory shall be decided by the Company from time to time or the foreman of the department involved. The time of such periods shall be computed from the time employees leave work to the time of return.

ARTICLE 15 REPORTING FOR WORK AND CALL-IN

15.01 **Reporting Allowance** Employees reporting for work who have not been advised in advance to the contrary, will be given work for at least six (6) hours at scheduled job rate, or if no work is available, will be paid six (6) hours at scheduled job rate in lieu of work.

This obligation shall not prevail when the lack of work is caused due to circumstances beyond the control of Management nor when the employee has not kept the Company advised of his address and telephone number.

Similarly this obligation does not apply in the event an employee is suspended from work, or leaves work on his own volition or is already paid under paragraph 13.08.

15.02 An employee who is recalled to the plant to perform overtime work in the event of an emergency will be paid for not less than the equivalent of four (4) hours time at overtime rates. An employee who is called into work immediately prior to his regular shift will be paid overtime rates for all hours worked prior to such regular shift.

ARTICLE 16 SAFETY AND HEALTH

16.01

- a) The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment. Except for safety shoes or boots, protective devices and other equipment deemed necessary by the Company to protect employees properly from injury shall be supplied by the Company.

- b) The Company shall pay seventy-five percent (75%) of the cost of one (1) pair of safety shoes per year for each employee up to a maximum of fifty-five dollars (\$55.00) commencing after an employee has been six (6) months with the Company. Effective May 1, 1991, the Company shall pay eighty percent (80%) of the cost of one (1) pair of safety shoes per year for each employee up to a maximum of fifty-five dollars (\$55.00) commencing after an employee has been six (6) months with the Company.

The Company shall pay one-half (1/2) the cost of a second pair of safety shoes if required in the year up to a maximum of twenty-five dollars (\$25.00) commencing after an employee has been six (6) months with the Company.

16.02

- a) A safety committee of not less than four (4) persons, with equal representation from the Union and the Company shall be formed to recommend action on safety matters.

- b)
 - i) The Safety Committee will meet at regular intervals at the call of the Chairman but in any event, except in an emergency situation, not less frequently than six (6) times per year and not more frequently than once per month.

 - ii) The Chairman will give committee members a minimum of ten (10) days advance notice of the meeting date in order that members may submit items for the agenda of such meeting. Agenda items will be submitted to the Chairman at least three (3) days prior to the scheduled meeting date.

 - iii) The Committee shall determine its own procedures and a majority of the Committee shall constitute a quorum.

 - iv) Regular committee meetings should include a tour of the work place if required.

- c)
 - i) Each Union nominee to the committee shall also act as a “health and safety representative” under the Occupational Health and Safety Act, 1978.

 - ii) In this regard, if, during the investigation of any complaint*under the Occupational Health and Safety Act, the health and safety representative concurs with the Company that no hazard exists or that the complaint has been remedied, the employee who lodged the complaint must then continue to work as directed.

ARTICLE 17

INSURANCEPLANS

17.01 The Company shall pay on behalf of all eligible full time employees subject to 17.03 who have completed their probationary period, the premium cost of the following insurance plans to be administered in accordance with the terms, rules and regulations of the respective plans:

- a) Semi-private hospital room.
- b) Extended health care (ten dollars (\$10.00) single, twenty dollars (\$20.00) family deductible).
- c) Dental plan (1988 O.D.A. Schedule). Effective July I, 1990, the 1989 O.D.A. fee schedule. Effective May I, 1991, the 1990 O.D.A. fee schedule.
- d) Life insurance with A.D. & D. in the amount of sixteen thousand dollars (\$16,000). Effective July I, 1990, life insurance with A.D. & D. in the amount of seventeen thousanddollars (\$17,000). Effective May I, 1991, life insurance with A.D. & D. in the amount of eighteen thousand dollars (\$18,000).
- e) Weekly Indemnity Plan based on 1 -1-4- 15 for all eligible employees who have ninety (90) days seniority with the Company. Payment shall be 66-2/3% of an employee's weekly earnings up to the maximum U.I.C. benefits.
- f) Effective August I, 1990, or earlier, the Company shall introduce a vision care plan which provides for each family member once in a twenty-four (24) month period sixty dollars (\$60.00) towards the purchase of prescription eyewear.

17.02 Employees shall not be eligible for any of the insurance plans as outlined in paragraph 17.01 after they have reached age sixty-five (65).

17.03 In the event an employee is off work due to a leave of absence or lay-off, the Company shall continue to pay the premiums of the insurance outlined in paragraph 17.01 for the balance of the month that the leave of absence or lay-off commenced. However, employees on leave of absence or lay-off may elect to retain coverage in each of the plans during the leave of absence or lay-off by prepayment of the full monthly premium.

17.04 It is understood and agreed that in assessing the expense required for these negotiated employee benefits outlined within this Article, the parties have taken into account any and all savings or increases in premiums or elimination of premiums that may be realized during the period of this Agreement under the Unemployment Insurance Act or any other Government legislated plan, and the full employee's portion of any savings resulting from this assessment are included as part of the negotiated wage increases and improved benefits contained in this Collective Agreement.

ARTICLE 18

PENSION

18.01 Effective May 1, 1989, the Company will establish an employee pension plan. The pension plan will comply with all existing applicable legislation and will be administered in accordance with the terms, rules and regulations of the plan. The pension plan will be funded on a money purchase basis. Employees will join the plan on the first day of the week following the date on which the employee completes the probationary period. The Employer will contribute 1.5%

of each member's gross earnings inclusive of vacation pay. Employees will be allowed to make voluntary contributions to the pension plan. All contributions shall be invested in Guaranteed Investment Certificates. Employees will receive semi-annual statements as provided by the plan carrier. Full vesting will occur after two (2) years of membership in the pension plan.

Effective May 1, 1991, the Company shall increase its rate of pension contribution from 1.5% to 2% for contributions from that date forward i.e. future contributions.

ARTICLE 19

PAID HOLIDAYS

19.01 The Company agrees to pay all employees who are subject to this Agreement one (1) day's pay at the employee's current job rate for each of the said paid holidays subject to the following conditions:

- a) A full time employee must have worked his full last work day preceding the paid holiday and must work his full first work day following the paid holiday to be eligible for pay for the holiday. If a full time employee is absent on either his last work day preceding or his first work day following the paid holiday due to illness, the employee shall be eligible for pay for the Holiday provided a medical doctor's certificate is supplied and the employee works either his last work day preceding or his first work day following the paid holiday.
- b) In order to be entitled to holiday pay, a new employee must have had at least four (4) consecutive weeks employment with the Company prior to the paid holiday.

- c) No employee who is off work due to leave of absence, sick leave or Workers' Compensation shall be entitled to pay for any paid holiday occurring within such period.
- d) Where the paid holiday occurs in the period in which an employee is on his scheduled vacation then the employee will receive pay for the paid holiday in addition to his scheduled vacation pay.
- e) Where any employee is laid off for a period exceeding fourteen (14) days and consequently absent from work either on the day prior to or the day following any such holiday, such employee shall not be entitled to pay for such holiday.

19.02 The following days shall be observed as paid holidays:

New Year's Day
The 3rd Monday in February or Heritage Day if declared
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
The day before Christmas day
Christmas Day
Boxing Day
The day before New Year's day

19.03 The Company will post the date on which the paid holiday shall be observed at least three (3) weeks prior to such date. Paid holidays which fall on a Saturday or Sunday shall be observed on a regular work day.

ARTICLE 20 VACATIONS

20.01 The vacation period shall be fixed for the two (2) weeks immediately prior to the Civic Holiday weekend and during such two (2) week period the plant will be closed except for maintenance or repair work as required. Any part of earned vacation period in excess of two (2) weeks shall be taken at a time convenient to the employee and the Company.

20.02 Entitlement for annual vacation is based on the employee's service with the Company.

20.03 Vacation entitlement for regular full time employees shall be based on years of continuous service as a regular full time employee as follows:

Years of Continuous Service	Vacation Entitlement
1 year but less than 5 years	10 days
5 years but less than 10 years	15 days
10 years but less than 20 years	20 days
20 years or more continuous service	25 days

Vacations must be taken within twelve (12) months from entitlement.

20.04 Vacation pay shall be the rate of two-fifths (2/5) of one per cent (1%) of the previous year's earnings for each day of vacation entitlement with a minimum of four percent (4%) of total earnings.

ARTICLE 21

LIMITATION OF WORK BY SUPERVISION

21.01 Non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit except in the following situations:

- i) instructing employees; or
- ii) testing or development of products, processes or equipment; or
- iii) emergencies provided the Company has attempted to rectify the situation.

ARTICLE 22

PAID EDUCATION LEAVE

22.01 The Company agrees to pay into a special fund one cent (.01) per hour per employee for all regular hours, for the purpose of providing paid educational leave.

The purpose of paid educational leave will be to upgrade the employees in all aspects of handling their Union functions in respect to employer/employee relations including social services rendered to employees (Workers' Compensation, U.K., C.P.P.), Such monies will be paid quarterly into a trust fund established and administered by the Union and accompanied by data showing the basis of payment.

The Company further agrees upon written notice received at least one (1) month in advance that up to six (6) members of the bargaining unit, no more than two (2) from any one department at one time, selected by the Union to attend the recognized Union educational courses, will be granted a leave of absence without pay for up to twenty (20) days actual instruction time, plus travel days, where necessary, in any twelve (12) month period. Seniority will continue to accrue during any such absence.



ARTICLE 23
TOOL ALLOWANCE

23.01 The Company shall continue its present policy of replacing broken or worn tools provided the damage was not as a result of negligence. The Company shall replace stolen tools provided there are signs of break and entry and there is a police report on file.

ARTICLE 24
DURATION

24.01 This Agreement shall become effective as of June 17, 1990, and shall remain in effect until and including April 30, 1992 and shall continue thereafter for successive terms of one (1) year unless within the period of ninety (90) days prior to the expiry date either party gives notice in writing of its desire to terminate or bargain with a view to the renewal with modifications, of the Agreement.

Signed at London, Ontario, the 20th day of November, 1990.

FOR THE UNION

Jack Erskine
Robert LaForge
Janette Baynham
Linda Thornton

FOR THE COMPANY

Garry Foster
Wendy Robertson
W.F. Broughton

SCHEDULE "A"

EFFECTIVE JUNE 17, 1990, ALL REGULAR HOURLY RATES SHALL BE AS FOLLOWS:

Classification	Job Grade	Hiring Rate 0 to 45 Working Days	46 to 120 Working Days	121 to 240 Working Days	241 Working Days or More
General Help: General Packer Big Mouth Drilling Card Slitter Novelty Candy Filling Box Machine Packers	1	8.76	8.91	8.96	9.01
Hollow Ball Inspector Slab Gum Inspector Turn Table Five Cent Bazooka Gum Catcher	2	9.02	9.17	9.22	9.27
Machine Operator For: Card Cross Cutter & Collator Machine General Packaging Mach. Mira Pak Machine Forgrove (Model 42B) Machine Packaging Machinery (Model Df) Machine Thrills, Bazooklets, O-Pee-Chees Machines Multi-Pak Machine Auto Wrap Machine	3	9.17	9.32	9.37	9.42
Flavour & Dye Mixer Operator Trainer	4	9.45	9.60	9.65	9.70
Quality Controller Material Handler Case Sealer Processing Helper Janitor Assistant Shipper	5	9.84	9.99	10.04	10.09

SCHEDULE "A" — cont.

Classification	Job Grade	Hiring Rate	46 to	121 to	241
		0 to 45 Working Days	120 Working Days	240 Working Days	Working Days or More
Extruder Operator Tablet Press Operator	6	10.25	10.40	10.45	10.50
Base Maker Powder Blander Pan Room Operator Polishing Room Operator	7	10.42	10.57	10.62	10.67
Shipper Gum Maker	8	10.70	10.85	10.90	10.95
Roaster and Fryer Operator	9	10.93	11.08	11.13	11.18

EFFECTIVE MAY 1ST, 1991 ALL REGULAR HOURLY RATES SHALL BE AS FOLLOWS:

Classification	Job Grade	Hiring Rate 0 to 45 Working Days-	46 to 120 Working Days	121 to 240 Working Days	241 Working Days or More
General Help: General Packer Big Mouth Drilling Card Slitter Novelty Candy Filling Box Machine Packers	1	9.36	9.51	9.56	9.61
Hollow Ball Inspector Slab Gum Inspector Turn Table Five Cent Bazooka Gum Catcher	2	9.62	9.77	9.82	9.87
Machine Operator For: Card Cross Cutter & Collator Machine General Packaging Mach	3	9.77	9.92	9.97	10.02
Mira Pak Machine Forgrove (Model 42B) Machine Packaging Machinery (Model Df) Machine Thrills, Bazooklets, O-Pee-Chees Machines Multi-Pak Machine Auto Wrap Machine					
Flavour & Dye Mixer Operator Trainer	4	10.05	10.20	10.25	10.30
Quality Controller Material Handler Case Sealer Processing Helper Janitor Assistant Shipper	5	10.44	10.59	10.64	10.69

Classification	Job Grade	Hiring Rate 0 to 45 Working Days	46 to 120 Working Days	121 to 240 Working Days	241 Working Days or More
Extruder Operator Tablet Press Operator	6	10.85	11.00	11.05	11.10
Bass Maker Powder Blender Pan Room Operator Polishing Room Operator	7	11.02	11.17	11.22	11.27
Shipper Gum Maker	8	11.30	11.45	11.50	11.55
Roaster and Fryer Operator	9	11.53	11.68	11.73	11.78

SCHEDULE "B"
EFFECTIVE JUNE 17, 1990, ALL REGULAR HOURLY RATES SHALL BE AS FOLLOWS:

CLASSIFICATION	BASE HIRING RATE 0 TO 45 WORKING DAYS			BASE RATE 46 TO 120 WORKING DAYS			BASE RATE 121 TO 240 WORKING DAYS			BASE RATE 241 OR MORE WORKING DAYS				
	ENTRY LEVEL			10.73			10.88			10.93			10.98	
	BASE RATE	RATE:1 1.50 PLUS BASE	RATE:2 2.50 PLUS BASE	BASE RATE	RATE:1 1.50 PLUS BASE	RATE:2 2.50 PLUS BASE	BASE RATE	RATE:1 1.50 PLUS BASE	RATE:2 2.50 PLUS BASE	BASE RATE	RATE:1 1.50 PLUS BASE	RATE:2 2.50 PLUS BASE		
GROUP 1 PACKAGING/ PROCESSING MECHANICS	11.38	12.88	13.88	11.53	13.03	14.03	11.58	13.08	14.08	11.63	13.13	14.13		
GROUP 2 PACKAGING, PROCESSING MECHANICS	12.24	13.74	14.74	12.39	13.89	14.89	12.44	13.94	14.94	12.49	13.99	14.99		
GROUP 3 PACKAGING, PROCESSING MECHANICS	12.91	14.41	15.41	13.06	14.56	15.56	13.11	14.61	15.61	13.16	14.66	15.66		
GROUP 4 PACKAGING, PROCESSING MECHANICS	13.47	14.97	15.97	13.62	15.12	16.12	13.67	15.17	16.17	13.72	15.22	16.22		

RECOGNIZED
CERTIFICATES

RATE 1 INDUSTRIAL MECHANICS
PACKAGING MACHINE MECHANICS

RATE: 2 MILL WRIGHT

SCHEDULE "B"

EFFECTIVE MAY 1, 1991, ALL REGULAR HOURLY RATES SHALL BE AS FOLLOWS:

CLASSIFICATION	BASE HIRING RATE 0 TO 45 WORKING DAYS			BASE RATE 46 TO 120 WORKING DAYS			BASE RATE 121 TO 240 WORKING DAYS			BASE RATE 241 OR MORE WORKING DAYS		
ENTRY LEVEL	11.33			11.48			11.53			11.58		
	BASE RATE	RATE:1 1.50 PLUS BASE	RATE:2 2.50 PLUS BASE	BASE RATE	RATE:1 1.50 PLUS BASE	RATE:2 2.50 PLUS BASE	BASE RATE	RATE:1 1.50 PLUS BASE	RATE:2 2.50 PLUS BASE	BASE RATE	RATE:1 1.50 PLUS BASE	RATE:2 2.50 PLUS BASE
GROUP 1 PACKAGING/ PROCESSING MECHANICS	11.98	13.48	14.48	12.13	13.63	14.63	12.18	13.68	14.68	12.23	13.73	14.73
GROUP 2 PACKAGING/ PROCESSING MECHANICS	12.84	14.34	15.34	12.99	14.49	15.49	13.04	14.54	15.54	13.09	14.59	15.59
GROUP 3 PACKAGING, PROCESSING MECHANICS	13.51	15.01	16.01	13.66	15.16	16.16	13.71	15.21	16.21	13.76	15.26	16.26
GROUP 4 PACKAGING, PROCESSING MECHANICS	14.07	15.57	16.57	14.22	15.72	16.72	14.27	15.77	16.77	14.32	15.82	16.82

RECOGNIZED
CERTIFICATES

RATE 1 INDUSTRIAL MECHANICS
PACKAGING MACHINE MECHANICS

RATE 2 MILLWRIGHT

Terms, Definitions and Conditions

- I. Employee priority for training shall be based on the needs of the Company and the Company will attempt to provide equal opportunity for training to all employees where a need for such training is identified by the Company. The Company shall determine if the employee has the skill, ability and aptitude to be trained on specific pieces of equipment.

2. The following is a list of machine categories and credits associated to each.

MACHINE CATEGORIES	CREDITS	MACHINE CATEGORIES	CREDITS
Auto Wrap Machine	15	Kettles, Pans	10
Card Collators	15	MiraPak Machine	10
Extruders	15	Mixers	10
Forgroves	15	Roasters	10
Fun Dip Machine	15	Rotary Presses	10
Multi Pak Machine	15	Spray Systems	10
Sugar Systems	15	Blenders	5
Thrills, Bazooklets ,		Card Slitters	5
O-Pee-Chee Machines	15	Flyers	5
Auto Drill Machine	10	Gold Rush Machine	5
Box Machine	10	Grinders	5
Box Machine	10	Novelty Fillers	5
DD 2 and 533 Presses	10	Over Wrap Machine	5
D.F. Card Machine	10	Shakers	5
D.F. Gum Machine	10	Shrink Wrap Machine	5
General Packaging Machine	10	Single Stroke Presses	5

3.
 - a) Employees will be assigned to machine categories for repairs and adjustments and will be reassigned to other machine categories to facilitate the training opportunities as per #I above whenever production requirements permit.

- b) Employees will receive **fifty** percent (50%) of a machine category credit after they have been assigned to the machine for a period of two hundred (200) working hours and during that period have demonstrated to the Company the necessary skills, abilities and aptitudes to maintain the equipment in a safe and efficient manner. An employee may only obtain a maximum of fifteen (15) credits under this provision, 3B.
 - c) Employees will receive the full credit for a machine category when they have met the established criteria set out in the training requirements.
 - d) After the employee has been assigned to a machine for:
 - 40 hours for a 5 credit machine; or
 - 80 hours for a 10 credit machine; or
 - 120 hours for a 15 credit machine,the employee may elect by written notice to his supervisor to complete the necessary tests to meet the established criteria set out in the training requirements in order to receive full credit for said machine.
4. An employee identified by the Company, who does not fully meet all of the criteria established by the Company for each piece of equipment for which he has received credit shall be required to take additional training to upgrade his skills to fully meet the established criteria as set out in the training requirements for said equipment.

In the event the employee does not:

- i) accept the training; or

ii) successfully meet the established criteria

he shall lose the credits associated with the machine in question, and he shall revert back to the wage rate associated with the number of credits for the machinery for which he is fully able to meet the required criteria.

5. No credits will be assigned other than those outlined in (2) above.

Any new piece of equipment which does not fall within the present categories will be rated by the Company after a six (6) week **familiarization** period.

6. The number of earned credits is based on the number of credits an employee has acquired, less the number of credits deducted as a result of equipment not in production for one (1) year or **re-designed** equipment.

7.

- a) Credit(s) will be deducted from any employee's rating for equipment that has been **re-designed** or has not been in production for one (1) year. The employee will have an opportunity to train in another category in order to maintain his credit levels.

- b) In the event an employee does not:

- i) accept training in another machine category; or
ii) successfully meet the established criteria as set out in the training requirements.

he shall revert back to the wage rate associated to the number of earned credits.

8. Other than for the purpose of experimentation, or testing a piece of equipment which has not been in production for one (1) year, an employee will regain all lost credits once the equipment is fully in production again and the employee has demonstrated that he fully meets all of the established criteria as set out in the training requirements.

9. A redesigned piece of equipment means extensive design changes which would result in an employee losing the credits assigned to that machine. Maintenance employees would then have to meet the established criteria as set out in the training requirements of the redesigned piece of equipment to qualify for the credits assigned to that machine.

A

SCHEDULE "C"

EFFECTIVE JUNE 17, 1990, ALL REGULAR HOURLY RATES SHALL BE AS FOLLOWS:

CLASSIFICATION	HIRING RATE 0 TO 45 WORKING DAYS	RATE 46 TO 120 WORKING DAYS	RATE 121 TO 240 WORKING DAYS	RATE 241 OR MORE WORKING DAYS
MACHINIST& ELECTRICIAN	16.15	16.30	16.35	16.40
APPRENTICESHIP LEVEL 1	11.38	11.53	11.58	11.63
APPRENTICESHIP LEVEL 2	12.24	12.39	12.44	12.49
APPRENTICESHIP LEVEL 3	12.91	13.06	13.11	13.16
APPRENTICESHIP LEVEL 4	13.47	13.62	13.67	13.72
STORES-B"	12.24	12.39	12.44	12.49
STORES "A"	12.91	13.06	13.11	13.16
GENERALWILDING MAINTENANCE-B"	12.24	12.39	12.44	12.49
GENERAL/BUILDING MAINTENANCE "A"	15.97	16.12	16.17	16.22

SCHEDULE "C"

EFFECTIVE MAY 1 ST, 199 1, ALL REGULAR HOURLY RATES SHALL BE AS FOLLOWS:

CLASSIFICATION	HIRING RATE 0 TO 45 WORKING DAYS	RATE 46 TO 120 WORKING DAYS	RATE 121 TO 240 WORKING DAYS	RATE 241 OR MORE WORKING DAYS
MACHINIST& ELECTRICIAN	16.75	16.90	16.95	17.00
APPRENTICESHIP LEVEL 1	11.98	12.13	12.18	12.23
APPRENTICESHIP LEVEL 2	12.84	12.99	13.04	13.09
APPRENTICESHIP LEVEL 3	13.51	13.66	13.71	13.76
APPRENTICESHIP LEVEL 4	14.07	14.22	14.27	14.32
STORES "B"	12.84	12.99	13.04	13.09
STORES "A"	13.51	13.66	13.71	13.76
GENERAL/BUILDING MAINTENANCE "B"	12.84	12.99	13.04	13.09
GENERAL/BUILDING MAINTENANCE "A"	16.57	16.72	16.77	16.82

SCHEDULE "C" cont'd.

The following is an outline of the criteria used to establish the various base rates.

Electrician/Machinist

Must have the qualifications and experience as well as being capable of learning and operating on all available or new equipment within their required specifications and doing all required operations and/or repairs in an efficient, co-operative manner demonstrating at all times, the necessary skills and ability to do the job while holding a valid Ontario Journeyman's License.

Electrician/Machinist

Apprenticeship

Apprenticeship Level 1 Employees entering an apprenticeship program with acquired hours of 0 to 2000.

Apprenticeship Level 2 Employees from Level 1 or those hired with acquired hours of 2001 to 4000.

Apprenticeship Level 3 Employees from Level 2 or those hired with acquired hours of 4001 to 6000.

Apprenticeship Level 4 Employees from Level 3 or those hired with acquired hours of 6001 to 8000.

Stores “A”

All the duties of “B” below and including setting up and maintaining an approved stores system, with appropriate documentation to track equipment costs, inventory costs, re-order quantities. Should be capable of using a computer terminal and prepared to take appropriate courses or seminars in order to upgrade and maintain new or existing systems.

Stores “B”

Receives, stores and issues materials. Fills orders from requisitions. Handles and identifies all types of material, and parts without instruction. Initiates purchase orders as required. Maintains the proper inventory of required parts and materials in an acceptable manner.

**Building/General
Maintenance “A”**

All the duties of “B” below and including the operating and maintaining of various types of stationary equipment and mechanical equipment such as boilers, pumps, compressors and refrigeration equipment etc. Lays out, installs and maintains complete high pressure piping installations for a variety of equipment such as compressors and boilers. Install and maintain low pressure installations, including sprinkler systems.

Must hold a government approved up to date certificate or license for:

1. Pipe Fitter or
2. Gas Fitter or
3. Third Class Operating Engineer or
4. Refrigeration or
5. Millwright

and/or equivalent.

**Building/General
Maintenance “B”**

Minor maintenance of building e.g. rough partitions, shelves, repair door/locks, etc. Construct and install racks, cabinets, benches, jigs and fixtures. Repair wooden equipment. Fabricate, assemble, installs and repairs sheet metal items. Assemble, installs and maintains air, gas, water and waste disposal systems, Assists in the layout, installation and maintenance of various types of plant operating equipment.

L E T T E R O F U N I T E D

**Mr. Jack Erskine
Glass, Molders, Pottery, Plastics
& Allied Workers International Union
400 Adelaide Street North
London, Ontario
N6B 3H6**

Dear Mr. Erskine:

Re: Schedule "B" Terms, Definitions, and Conditions

This letter will serve to confirm our understanding reached during negotiations that it is recognized that the Company does not at present have "established training requirements" for all machine categories listed in Schedule "B" but that the company will attempt to have "established training requirements" for all machine categories listed in Schedule "B" by December 31st, 1990. Whenever possible, the Company will obtain the equipment manual on any new equipment purchased. Where no equipment manual exists the Company, through its Maintenance Training Committee will endeavour to develop a manual as expeditiously as possible. Nonetheless training requirements will be established not later than six (6) months from the date the equipment was put into production.

Sincerely,
O-PEE-CHEE COMPANY LIMITED

**Mr. Garry W. Foster
Vice President Manufacturing**

Acknowledgement on behalf of the Union

Date: June 14, 1990

LETTER OF UNDERSTANDING

Mr. Jack Erskine
Glass, Molders, Pottery, Plastics
& Allied Workers International Union
400 Adelaide Street North
London, Ontario
N6B 3H6

Dear Mr. Erskine:

Re: The definition of a re-designed piece of equipment

This letter will serve to clarify the understanding reached between the parties with regard to the definition of a redesigned piece of equipment as provided for in Schedule "B" Terms, Definitions and Conditions Number 9, of the Collective Agreement.

An example of arc-designed piece of equipment is the U.F.O. machine. Originally a plastic bottom half was inserted into the machine manually. The plastic bottom half was then filled automatically with candy. The top half was placed over the bottom half manually and both pushed together by an air cylinder. A label is then placed on the top of the U.F.O. automatically, and then packed into a display box. This machine operated at a speed of seventy-two (72) strokes per minute.

The product U.F.O. has been discontinued and the machine n-designed to produce a combination of products which are Giant DinaSour Eggs, which have one (1) egg per box, Giant DinaSour Eggs, which have two (2) eggs per box and the Juice flavoured products.

These products are all small cartons of approximately the same size, which automatically feed into the machine. glued automatically on the bottom. filled automatically, glued automatically on the top and discharged from the machine to be packed into a display box at a speed of one hundred and forty (140) strokes per minute.

Each of the small cartons requires a certain amount of change-over time each time a different product is required.

The re-design was very extensive, ultimately changing the machine completely to produce different products.

continued

LETTER OF UNDERSTANDING
Definition of a Re-designed Piece of Equipment
Page 2

Often we will introduce auxiliary pieces of equipment to the main packaging machine, such as a packing aid for the packer. Although this is a change, it becomes part of the packaging machine requiring a certain amount of time to learn. The change is not extensive enough to be considered a re-design. Other examples of changes that have occurred in the past, which would not be considered as a re-design change are:

weight changes or size changes or count changes, such as 3 cent Bazooka, 5 cent Bazooka, 10 cent Bazooka, 15 cent SweetTarts, and 30 cent Bottlecaps

Changes to equipment that are of a minor nature that do not affect the basic operation, will not be considered as a re-design change.

Sincerely,
O-PEE-CHEE COMPANY LIMITED

Mr. Garry W. Foster
Vice President Manufacturing

Acknowledgement on behalf of the Union

Date: June 14, 1990

LETTER OF UNDERSTANDING

Mr. Jack Erskine
Class. Molders, Pottery, Plastics
& Allied Workers International Union
400 Adelaide Street North
London, Ontario
N6B 3H6

Dear Mr. Erskine:

Re: Promotion of Plant Employees to a Classification within the Maintenance Department as outlined in Schedules "B" and "C" of this Agreement.

This letter will confirm our understanding with regard to an applicant who is presently employed in the Production Department who successfully receives a position within the Maintenance Department that:

- (a) there would be probationary period of 60 working days:
- (b) if the employee was found not to be suitable, the employee would be transferred back to his previous classification; and
- (c) any vacancy caused by the posting for the Maintenance Department position would not be posted until the successful completion of the 60 working days probationary period.

Sincerely,

O-PEE-CHEE COMPANY LIMITED

Mr. Garry W. Foster
Vice President - Manufacturing

Acknowledgement on behalf of the Union

Date: June 14, 1990

LETTER OF UNDERSTANDING

Mr. Jack Erskine
Glass, Molders, Pottery, Plastics
& Allied Workers International Union
400 Adelaide Street North
London, Ontario
N6B 3H6

Dear Mr. Erskine:

Re: Production Incentive Bonus

This letter will serve to confirm the understanding reached during negotiations concerning the Production Incentive Bonus.

The attached outline details the method by which the Incentive Bonus System has operated in the past. It is agreed that such system will continue as outlined for the duration of the Collective Agreement now being entered into.

Sincerely,
O-PEE-CHEE COMPANY LIMITED

Mr. Garry W. Foster
Vice President - Manufacturing

Acknowledgement on behalf of the Union

Date: June 14, 1990

June 14, 1990

PRODUCTION INCENTIVE BONUS

The "Production Incentive Bonus" is a method of supplementing the hourly wage payment of production employees involved in packing operations and all employees in the Maintenance Department.

Production employees when performing "fill-in" or temporary jobs such as special promotions or prepacks (deals) and bulk packs, or other packing operations which are designated as such, do not participate in the bonus scheme.

The details of the Production Incentive Bonus system are as follows:

PRODUCTION EMPLOYEES

For every packaging machine operation in the plant, the Union and Management had mutually agreed on the speed of the machine in packages per minute, the amount of downtime required on the machine (i.e. lunch, breaks, changing paper, mechanical adjustments, personal fatigue, etc.) and the resulting output of the machine operating at 100% efficiency in an 8 hour shift.

From the above data, a bonus structure is developed which pays the employee 20 cent per hour for all hours worked on the bonus job, when the machine operates at 70% efficiency, increasing to 50 cents per hour for all hours worked on the bonus job, when the machine operates at 100% efficiency.

For efficiencies between 70% and 100%, bonus payments rise accordingly:

- ic. at 80% efficiency, the bonus payment is 30 cents per hour for all hours worked on the bonus job and at 90% efficiency, the bonus payment is 40 cents per hour for all hours worked on the bonus job. In summary, for each 1% increase in efficiency above 70%, the bonus rate increases by 1 cent per hour.

For efficiencies over 100%, bonus payments are paid accordingly:

- ic. at 101% efficiency, the bonus payment is 51 cents per hour for all hours worked on the bonus job and 110% efficiency, the bonus payment is 60 cents per hour for all hours worked on the bonus job

When employees are assigned to a specific packaging machine operation for less than a whole shift, the bonus structure is adjusted accordingly:

- ic. an employee operates a machine for 4 hours of a shift and is then transferred to another operation. If in the 4 hour period, the machine operates at 100% efficiency, the employee will be paid 50 cents per hour for the four hours.

A "pre-production" bonus shall apply for a 6-week period to new packaging operations or to existing packaging operations that have undergone a major change. This is to compensate employees while they are learning a new machine or operation. The "pre-production" Bonus operates at a level of efficiency of 70% of the final incentive schedule,

- ic. If the final 100% efficiency is to be 1000 boxes per shift, the 100% w-production efficiency will be $.70 \times 1000 = 700$ boxes and the 70% pre-production efficiency will be $.70 \times 700 = 490$ boxes. The hourly bonus rates are then adjusted to this efficiency schedule.

A minimum incentive bonus on production machines of 20 cents per hour on established bonus jobs, shall apply where production is reduced by more than one (1) hour, due to lack of supplies.

The Union, through its Union Committee, and/or the Company, has had the right to request a review of any bonus rate. Any such request to be in writing giving reason for review.

A review shall consist of 2 Work Studies to be completed within 30 days. Any adjustment up or down to an incentive bonus rate has then been discussed between the Union Committee, the employee involved, and the Company.

Bonus rates may also be reviewed by the Company because of the introduction of new material and/or new equipment, the simplification to present equipment and/or manufacturing methods of procedures and if errors have been made in the initial standards have changed by at least 5% as a result of the changes mentioned above.

Bonus rates for new products and/or operations (where feasible) are established between the Company and the Union Committee after the necessary work studies have been completed.

A manual outlining the schedules of the Production Incentive Bonus for each packaging machine operation in our plant is available on request.

████████████████████

All employees in the Maintenance Department receive a Promotion Incentive Bonus based on the weekly operating efficiency of all packaging machine operations as posted weekly by the Production Department. Based on a 40 hour week, all Maintenance employees receive an hourly incentive rate based on the following schedule:

PLANT OPERATING EFFICIENCY	INCENTIVE	RATE
Below 70%	0	cents per hour
At 70%	35	cents per hour
At 71%	35.5	cents per hour
At 72%	36	cents per hour
At 73%	36.5	cents per hour
At 74%	37	cents per hour
	etc.. etc., etc.	
At 100%	50	cents per hour
At 101%	50.5	cents per hour

June 14, 1990

LETTER OF UNDERSTANDING

Mr. Jack Erskine
Glass, Molders, Pottery, Plastics
& Allied Workers International Union
400 Adelaide Street North
London, Ontario
N6B 3H6

Dear Mr. Erskine:

Re: Machine Categories and Credits Associated to Each

This letter will serve to clarify the understanding reached between the parties with regard to machine categories and credits associated to each, as provided for in Schedule "B" - Terms, Definitions and Conditions Number 2, of the Collective Agreement.

Similar or like machines have been grouped together to create one (1) machine category. This normally occurs when the mechanical function of the machine is considered to be the same or similar or combined in an operation. Usually training is only required on one piece of equipment and the rest of the equipment in the same category may require no more than a few days of orientation.

ie. We currently have five (5) box machines:

1 Tart 'N' Tiny, 35 cent Nerds

1 - Gobstoppers, DinaSour Eggs, Ball Gums, Freckled Eggs

1 - Punkys, Flip Flops, Heart Breakers, Candy Coated Sweetarts

1 Runts, 10 cent Nerds, 35 cent Nerds, 10 cent Gobstoppers

1 Nerds, Bumbles and Guppie Containers

5 Total

Although there are five (5) separate machines, they are only considered to be one (1) category.

continued

LETTER OF UNDERSTANDING

Machine Categories and Credits Assigned to Each

Page 2

Each machine category has been assigned a specific number of credits, based on the degree of difficulty for each piece of equipment.

A rating of five (5) would be a machine that requires fewer skills and less experience to maintain in an efficient manner, where a higher rating of fifteen (15) would be a machine that requires a much higher degree of skill and a lot of experience to maintain in an efficient manner.

Therefore each category has been weighed based upon their degree of difficulty.

Sincerely,
O-PEE-CHEE COMPANY LIMITED

Mr. Garry W. Foster
Vice President - Manufacturing

Acknowledgement on behalf of the Union

Date: June 14, 1990

LETTER OF UNDERSTANDING

Mr. Jack Erskine
Glass, Molders, Pottery, Plastics
& Allied Workers International Union
400 Adelaide Street North
London, Ontario
N6B 3H6

Dear Mr. Erskine:

Re: **Student Union Dues**

This letter will serve to confirm the understanding reached between the parties regarding union dues for students. Students employed by O-Pee-Chee Company between May 1 and Labour Day only will not be required to pay union dues. Students hired prior to May 1 and students who are hired after May 1 who continue in the company's employ after Labour Day will be required to pay union dues for the full employment period.

Sincerely,
O-PEE-CHEE COMPANY LIMITED

Mr. Gerry W. Foster
Vice-President Manufacturing

Acknowledgement on behalf of the Union

Date: November 20, 1990

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