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LABOUR AGREEMENT

BETWEEN

GENCORP CANADA INC.

OF WELLAND, ONTARIO

AND

LOCAL UNION NO. 455
THE UNITED RUBBER, CORK, LINOLEUM AND
PLASTIC WORKERS OF AMERICA
AFL - CIO - CLC
OF WELLAND, ONTARIO

APRIL 1, 1990 · JUNE 1, 1993

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INDEX		Page	Para.
Article			
I	Purpose		
	Desire of Company and Union	1	1.01
	Financial Difficulty	1	1.02
II	Recognition		
	Union Recognition	1	2.01
	Bargaining Subjects	2	2.02
III	Discrimination		
	Company or Union	2	3.01
	No Discrimination	2	3.02
IV	Management		
	Management Functions	2	4.01
V	Union Security		
	Union Membership	2	5.01
	Authorization (New Employees) ..	3	5.02
	Dispute Concerning Employees'		
	Membership	3	5.03
	Definition of Union Member	3	5.04
VI	Deduction of Union Dues		
	Responsibility of Company	3	6.01
	Authorization Form (New		
	Employees)	4	6.02
	Duration	5	6.03
	Incorrect Deduction of Dues	5	6.04
	Union Ceasing to be Bargaining		
	Agent	5	6.05
VII	No Strike or Picketing	6	7.01
	No Lockout	6	7.02
VIII	Grievance Procedure		
	Grievance Committee Personnel..	6	8:01
	Grievance Procedure	6	8:02
	Step 1 - Foreman with Employee		
	and/or Steward	6	
	Step 2 - General Foreman with		
	Employee and/or Steward ..	7	
	Step 3 - Company Grievance		
	Committee with Bargaining		
	Committee	7	

i
ended 10/09/91

Article	Page	Para.
Step 4 - Personnel Manager and Company Representatives with Bargaining Committee with International Union Representative	8	
Step 5 - Arbitration	8	
Arbitration Costs	9	8:03
Scope of Arbitration Board.....	9	8:04
Arbitration Board Decision.....	9	8:05
Time Limit Additional Cases- Arbitration Board	9	8:06
Discharge or Suspension for Cause	9	8:07
No Consideration of any Dispute (Art. VII Violated)	10	8:08
Union Time Study Engineer Studying Operations	10	8:09
(A) Time Limit for Study	10	8:10
Retroactive Payment--Rate Grievance	10	
(A) Maximum Period of Retroactivity Investigation of Grievance During Working hours.. Union Representative	10	8:11
Investigation of Grievance After Working Hours-- Bargaining Committee	11	8:12
Labour - Management Monthly Meeting	11	8:13
Employee's Compensation for Loss of Time	11	8:14
Bank of Hours	12	8:14A
Dispute.....	12	8:15
Disciplinary Action	12	8:16
IX Seniority		
Defined.....	12	9:01
Probationary Employees	12	9:02
Loss of Seniority	13	9:03

Article	Page	Para.
Retention of	14	9:04
Accumulation of	14	9:05
Seniority Groupings "A" - "B"	14	9:06
Lists -- Posting	14	9:07
Employees in Armed Forces	14	9:08
Reference Due to Factory Injuries	15	9:09
Supervisors Returned to		
Bargaining Unit	15	9:10
X Lay-Off and Recall		
Department Layoff	15	10:01
Plant Wide Layoff	15	10:02
Departmental Job Choices When		
Employee Affected by Layoff.....	16	10:03
Plant-Wide Job Choices when		
Employee Affected by Layoff.....	16	10:04
Choice Left to Last Employee		
Affected by Plant Wide Layoff	16	10:05
Notice of Layoff	17	10:06
Meeting with Union on Major		
Layoffs	17	10:07
Order of Recall.....	17	10:08
Recalled Employee Failing to		
Report	17	10:09
Laid Off or Recalled Employee		
refusing Job Offer	17	10:10
Employee's Plant-Wide Seniority		
Transferred to New Job	18	10:11
Preference for Previous Job	18	10:12
XI Transfers		
Applicants for	18	11:01
Time Limit on Job Posting	19	11:02
Temporary Jobs not Posted	19	11:03
Procedure	20	11:04
Reassigned Job	20	11:05
XII Leave of Absence		
For Specific Reasons	21	12:01
Due to Sickness or Injury	21	12:02

Article	Page	Para.
Selected as an Officer or Representative of the International Union.....	22	12:03
Due to Pregnancy	22	12:04
Representative attending Conventions or Municipal Duties..	23	12:05
XIII WAGES		
Description of Wage Rates	23	13:01
Management Determining Method of Procedure	24	13:02
Review of Standard Practice by Union Representatives	24	13:03
Establishment of Future Piecework Rates	24	13:04
(A) 80 TUHR Expectancy	24	
(B) 95 TUHR Limit (100 TUHR Opportunity-Clean time card-) ..	25	
(C) MIL Payment up to an 80 TUHR	25	
(D) M/L Payment to an 90 TUHR (Press Operation)	25	
(E) Establishment of Piecework Rates from Accumulated Data ..	25	
(F) Payment when Rate Changes ..	25	
(G) Payment of A.S.T.H.E. Piecework Operations When no Piecework Rate Established	26	
Computation of Earnings on Daily Basis	26	13:05
(A) Application of Job Hourly where A.S.T.H.E. Paid	26	
(B) Calculation of Job Hourly Limit where Two or More Jobs Worked	26	
(C) Combination Incentive--Job Hourly Rated Operations	26	
Fatigue Factors	26	13:06
Allowance for Lunch Time	26	13:07

Article	Page	Para.
Changes Affecting Old Piecework Rates	27	13:08
Minimum Rate Payment	27	13:09
Temporary Piecework Rates -- When Used	27	13:10
Temporary Piecework Rates -- Method of Establishment.....	27	13:11
Posting of Piecework Rates	28	13:12
Minimum Rates for Non- Production Time.....	28	13:13
Utilization of Machine Limitation Time	28	13:14
Permanent Piecework Rate Change	28	13:15
(A) Due to Change in Methods, Materials, etc	28	
(B) Due to Clerical or Mathematical Errors	28	
(C) Due to Request by Employee or The Union	28	
(D) Due to Request by Employee or the Union (Rates Prior to 1/1/54)	29	
Payment of a Company Transferred Employee.....	29	13:16
Payment of a Transferred Employee <i>Due to No Work</i>	29	13:17
Payment of Unusual Conditions Not Covered by Incentive Rates ..	29	13:18
Nonpayment of Lost Time	30	13:19
Payment of Lost Time -- Employer's Request	30	13:20
Time Wages Paid to Employee On Night Shift	30	13:21
(A) Time Wages Paid to Employee During Plant Shutdown	30	
(B) Short Pay	30	
Training of Time Study Engineer ..	30	13:22

Article	Page Para.	
General Wage Increase.....	30	13:23
(A) Effective APRIL 16, 1990	30	
(B) Effective JUNE 1, 1991	31	
(C) Effective JUNE 1, 1992	31	
(D) Interim Increase Formulae	32	
Night Shift Premium.....	32	13:24
Shift Premium Exclusion	32	13:25
XIV Hours of Work		
Production	32	14:01
No Guarantee of	33	14:02
Pay Week Defined	33	14:03
Work Day Defined	33	14:04
Shift Starting Defined.....	33	14:05
Regular Working Schedule	33	14:06
Rest and Lunch Periods-- Hourly Rated Employees	33	14:07
Rest and Lunch Periods-- Incentive Rated Employees.....	34	14:08
Time of Rest and Lunch Period....	34	14:09
Wash-Up Time	34	14:10
XV Wage Policies for Special Conditions		
Shower Time-Certain Operations	34	15:01
Report In Pay.....	35	15:02
Factory Injuries	35	15:03
Meal Allowance	36	15:04
Jury Duty	36	15:05
Union Representatives on Safety Committee	36	15:06
Compassionate Leave and Payment	36	15:07
XVI Overtime		
Defined-- Production Employees	37	16:01
On Saturday.....	37	16:02
On Sunday.....	37	16:03
Co-operation in Performing Necessary Overtime	37	16:04
Statutory Holiday Considered Part of Work Week	38	16:05

Article	Page	Para.
No Offsetting of Overtime Work ..	38	16:06
Call in Pay	38	16:07
Where Not Paid	38	16:08
No Double Compensation for Same Hours of Work	39	16:09
XVII Holiday Pay		
Recognized Statutory Holidays and Pay When Worked	39	17:01
Qualifications for Payment and Method of Payment	39	17:02
Falling During Vacation	41	17:03
Falling During Shutdown or Sunday	41	17:04
Falling on Saturday	41	17:05
XVIII Vacations		
Eligibility and Pay	42	18:01
(A) For Employees with Less Than One (1) Years Service	42	
(B) Definition of Total Earnings.....	42	
(C) Minimum Vacation Pay in Case of Sickness	43	
(D) Fifth & Sixth Week Vacation are Optional	43	
Employee Leaving Employment of Company	43	18:02
Time and Pay	44	18:03
Vacation Period	44	18:04
Postponement of Vacation.....	44	18:05
Employee working his Vacation Period	45	18:06
XIX Miscellaneous		
Union Notices	45	19:01
Health and Safety	45	19:02
Reference to Both Genders.....	45	19:03
Average Straight Time Hourly Earnings.....	45	19:04
Notification of Union Representatives	45	19:05

Article	Page	Para.
Supervisor's Performing Production Work	46	19:06
Provision of Coveralls	46	19:07
Company Trainees on Production Equipment	46	19:08
Relief for Personal Needs	47	19:09
Discipline Notices	47	19:10
Definition of "Working Days"	47	19:11
Guaranteed Minimum 4 Weeks After Transfer	47	19:12
Letters Form Part of Agreement ..	47	19:13
Mold Installer Advance	47	19:14
XX Amendments		
Amendment to Agreement	48	20:01
XXI Duration and Termination		
Duration, Termination		
Commencement of Negotiation	48	21:01
Letter to Union Re: Multiple		
Absentees	50	Ltr#1
Letter to Union Re: Employee Returning to Work After Illness	51	Ltr#2
Letter to Union Re: Temporary Transfers	52	Ltr#3
Letter to Union Re: Lost Time Due to Boiler Failure	53	Ltr#4
Letter to Union Re: Opportunity to Earn Up To 100 TUHR	54	Ltr#5
Letter to Union Re: Overtime	54	Ltr#6
Letter to Union Re: Safety Shoes	56	Ltr#7
Letter to Union Re: Gloves	56	Ltr#8
Letter to Union Re: Maintenance Tradesmen,	57	Ltr#9
Letter to Union Re: Coveralls, Rainwear, Rubber Boots	58	Ltr#10
Letter to Union Re: Conversion Incentive Jobs to Hourly Rates	59	Ltr#11
Letter to Union Re: Weekend Crew Conditions	60	Ltr#12

Letter to Union Re: Employment for Disabled Employee	61 Ltr#13
Letter to Union Re: Mold Installer Advance	62 Ltr#14
Letter of intent:	63 Ltr#15
Letter Task Force	64 Ltr#16
Letter Temporary Transfer/ Production Supervisor	65 Ltr#17

It is understood and agreed that the attached April 16, 1990 Wage Schedule " A and the Skilled Trades Agreement form a part of the Memorandum of Agreement.



Article Index

	Page
Article 1	
Eligibility for a Regular Benefit	154
Article II	
Amount of Benefits	162
Article III	
Credit Units & Duration of Benefits	169
Article IV	
Application & Determination of Eligibility..	174
Article V	
Administration of the Plan and Appeal Procedure	176
Article VI	
Financial Provisions	184
Article VII	
Conditions to Effectiveness and Continuation of Plan	194
Article VIII	
Miscellaneous	195
Article IX	
Definitions	198
Article X	
Duration and Termination	205

This AGREEMENT made and entered into this 1st. day of April 1990,

BY AND BETWEEN
GENCORP CANADA INC.

of Welland, Ontario, hereinafter referred to as the
Company,

AND

LOCAL UNION NO. 455, UNITED RUBBER, CORK,
LINOLEUM AND PLASTIC WORKERS OF AMER-
ICA, AFL-CIO-CLC,

of Welland, Ontario, hereinafter referred to as the
Union.

ARTICLE 1

Purpose

1:01 It is the mutual desire of both parties to promote co-operation and harmony and to provide an amicable method of settling any differences or grievances which may arise.

1:02 Should the Company find itself in financial difficulty it will discuss or review same with the accredited representatives of the Union.

The Company shall give *six* (6) months notice to the Union of any proposed relocation of the plant or any part thereof.

ARTICLE II

Recognition

2:01 The Company recognizes the Union as the sole and exclusive collective bargaining agency for all the employees of the Company employed in and about the Company's manufacturing plant located at Welland, Ontario, Canada, save and except shift foremen and foreladies, and all persons above the rank of shift fore-

men and foreladies, all salaried office staff, salaried laboratory staff, trainees and watchmen.

2:02 The Company agrees to meet with and bargain with the accredited representatives of the Union on matters pertaining to rates of pay, hours of work and working conditions.

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ARTICLE III

Discrimination

3:01 Both the Company and the Union agree that there shall be no discrimination or intimidation of any sort practiced by either representatives of the Management or representatives of the Union because of membership or non-membership in the Union.

3:02 There shall be no discrimination against any employees on account of sex, age, race, colour, creed or national origin.

ARTICLE IV

Management

4:01 The Company has the sole right to manage the business, operate the plant and direct the working forces, including the right to hire, suspend or discharge for just cause, promote, demote, transfer or lay-off, provided that the Company shall not use these rights in conflict with any of the provisions of this agreement.

7
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ARTICLE V

Union Security

5:01 As a condition of employment, any employee who is a member of the Union in good standing on the thirtieth (30th.) day following the effective date of this agreement shall maintain his membership in the Union, and any employee hired on or after the effective date of this agreement or transferred into the bargaining unit, shall become a member of the Union following his hire or

transfer into the Bargaining Unit and shall maintain membership; and not later than the thirtieth (30th.) day following the effective date of this agreement all employees in the Bargaining Unit who are not members of the Union shall become members of the Union and shall maintain membership as a condition of employment.

A) The above provisions shall apply for the life of this agreement.

B) The above provisions shall not apply to any employee in the Bargaining Unit to whom membership in the Union is denied or whose membership therein has been terminated for reasons other than the failure of such employee to tender or pay to the Union the amount of periodic dues uniformly required as a condition of acquiring or retaining Union membership.

5:02 Any employee hired on or after the effective date of this agreement shall become a member of the Union, and he shall, as a condition of employment, maintain his Union membership to the extent of paying membership dues.

5:03 Any dispute arising as to an employee's membership in the Union shall be subject for the Grievance Procedure.

5:04 "Member of the Union" where used herein means any employee who is a member of the Union and is not more than three (3) months in arrears in the payment of Union dues or assessments.

ARTICLE VI

Deduction of Union Dues

6:01 The Company will deduct the authorized Union dues and assessments from the second pay received in each calendar month by each employee in the Bargaining Unit, or from any benefits paid under the Supplemental Unemployment Benefits Plan whichever is appli-

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cable, and remit said deductions to the Treasurer of Local 455, URCLPWA, within ten (10) days of the deduction. An employee who has no pay or who does not have sufficient earnings to pay his Union dues in the second pay period, will have his Union dues deducted from his following pay in which he has sufficient earnings to make the deduction. These deductions will be included in the following month's remittance. If an employee is employed for less than thirty-two (32) hours in any one month, he shall not be required to pay Union dues for that month, unless changed by the constitution of the United Rubber, Cork, Linoleum and Plastic Workers of America. Once each month the Company will give the Treasurer the following information:

A) A record of names, clock numbers and amount from whom pay deductions have been made.

B) A list of the employees who have signed assignment or authorization forms, from whom no deductions have been made with the reason whether they did not have sufficient wages on the second pay period of the month, or whether they had left the employ of the Company and date of termination or transfer out of the Bargaining Unit.

C) A properly filled out check-off certification form supplied by the Union.

D) A properly filled out application for Union Membership Card supplied by the Union.

6:02 Authorization for Union deductions shall be signed in triplicate by the employee concerned and one copy returned to Treasurer of the Union. The following form of deduction shall be supplied to the Company by the Union, and shall be used: "I hereby authorize Gen-Corp Canada Inc. to deduct from my pay and the Trustee of the Supplemental Unemployment Benefit Fund to deduct from any benefits paid to me under the Supplemental Unemployment Benefits Plan, first months dues, current monthly Union dues and any unpaid regular

monthly dues, *for* a period not to exceed three (3) months, and approved assessments which are established by Local Union No. 455, and to be checked off in accordance with the Agreement, said dues to be turned over to the Treasurer of Local No. 455. This assignment and authorizations shall be irrevocable in accordance with the provisions of Paragraph 6:03 of the Collective Labour Agreement between the Union and the Company.

Signature _____

Address _____

Clock Card No _____

Date _____

6:03 The assignments and authorizations once executed shall be irrevocable for the duration of this agreement or any renewal thereof, provided that if the termination of this Agreement or any renewal thereof is followed by the execution of a new agreement, these assignments and authorizations shall be deemed to be automatically renewed for the duration of such new agreement.

6:04 The Union shall indemnify and save the Company and/or the Trustee of the Supplemental Unemployment Benefit Fund harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of the Company and/or the Trustee of the Supplemental Unemployment Benefit Fund making any deductions in accordance with the foregoing authorizations and assignments, and the Union will refund direct to all employees from whom a wrongful deduction was made.

6:05 Should the Union at any time cease to be the authorized bargaining agent of the Employees of the Company, any dues held by the Company shall be repaid to the individual employee from whose pay such dues were deducted.

ARTICLE VII

Strike and Lockout

7:01 The Union agrees that there shall be no strike, partial or complete, picketing, slowdown or stoppage of work, so long as this Agreement continues to operate.

7:02 The Company agrees there shall be no lockout so long as this Agreement continues to operate.

ARTICLE VIII

Grievance Procedure

8:01 A Bargaining Committee consisting of not more than five (5) members, all of whom shall be regular employees with at least one (1) year's seniority with the Company, shall be selected by the employees of the Company, and the Company shall be kept informed by the Union of the Personnel of this Committee.

8:02 The grievance, in order to receive consideration, must be based on a claimed violation of some right established by this Agreement. The Grievance must begin to be processed through the procedure within fifteen (15) days of the event occurring that is the basis for the complaint, or within fifteen (15) days of the time that the individual was aware of the incident, or should have been aware of the incident. The Grievance must be submitted in accordance with the following procedure:

Step #1 The Employee and/or the Steward, shall discuss a grievance with his Foreman or Forelady. If no satisfactory agreement can be reached, the grievance shall be reduced to writing and two (2) copies of the grievance will be presented in writing to the Foreman or Forelady. The Foreman or Forelady shall render his or her written answer to the employee and/or the Steward within three (3) working days.

A) The written grievance must show the date of presentation as well as the date of alleged violation.

B) Said answer shall be final unless within three (3)

working days after receipt thereof by the Employee and/or the Union Steward the written grievance is taken to Step 2 of the Grievance Procedure.

Step #2If the Employee and/or the Steward fail to receive a satisfactory adjustment from the Foreman or Forelady, he shall submit the original written grievance to the General Foreman. A meeting shall be held with the General Foreman within two (2) working days of the time of presentation of the Grievance. The General Foreman will render a written decision within three (3) working days after the date of such meeting.

A) Said answer shall be final unless within five (5) working days after receipt thereof by the Union Steward the original written grievance is taken to Step 3 of the Grievance Procedure.

Step #3If the Union Steward fails to satisfactorily adjust said grievance with the General Foreman, he shall turn the written grievance over to the Union Bargaining Committee. Within five (5) working days of presentation thereof, said Committee shall meet with the Company's Grievance Committee, one (1) of whom shall be a representative of the Company's Personnel Department. Piece work rate grievances may be handled by one (1) representative of the Company's Personnel Department or his authorized representative. The Departmental Steward or Chief Steward may be present at said meeting if deemed necessary by the Union Bargaining Committee.

A) Within three (3) working days after the conclusion of said meeting, the Company's Personnel Department representative shall give a written answer to the Union.

B) Said answer shall be final unless within five (5) working days after receipt thereof by the Union Bargaining Committee, the Union signifies its intent in writing to take the Grievance to Step 4 or 5 of the Grievance Procedure.

C) Once a Grievance has been submitted to the

Bargaining Committee it shall be settled only through the Bargaining Committee or with the consent and approval of that Committee.

Step #4 The Union may request, in writing, an International Representative to participate in the negotiation of said Grievance. Such meeting between the Company Personnel Department Representative and four (4) other Company representatives, if desired by the Management, but in no case less than two (2) Company representatives, and the Union Bargaining Committee including the International Union Representative present, shall be held within ten (10) working days of the time of presentation of the Grievance. Piece Work Rate Grievances may be handled by one representative of the Company's Personnel Department or his authorized representative.

A) Within three (3) working days after the conclusion of said meeting the Company's Personnel Department representatives shall give a written answer to the Union.

B) Unless otherwise mutually agreed, said answer shall be final unless within two (2) working days after the next regular scheduled Union Membership meeting either party signifies by written notice its intention to arbitrate the dispute.

Step #5 Arbitration - should either party signify by written notice to the other party its intention to arbitrate the dispute, it shall name its arbitrator. Within ten (10) days after receiving such notice the other party shall designate its arbitrator in writing. The two (2) Arbitrators so designated shall, if possible, within five (5) days, but in all cases within ten (10) days, select a third Arbitrator who shall be Chairman. If the appointees have not agreed upon a third member of the Board within ten (10) days, they shall request the Minister of Labour of the Province of Ontario to nominate a Chairman.

A) Notwithstanding the provisions of this clause either

party may make application under Section 45 of the Ontario Labour Relations Act for a single Arbitrator.

8:03 Each party shall pay the costs and expenses of its appointees and the costs and expenses of the Chairman shall be borne equally by the parties.

8:04 No such Arbitration Board shall have any jurisdiction to alter, change, or amend any of the provisions of this Agreement, or to make any decisions inconsistent with the provisions of this Agreement. The Arbitration Board shall not have authority to determine a question involving the General Wage Level.

8:05 The decision of a majority of such Board of Arbitration shall be final and binding on both parties.

8:06 No grievance or dispute may be submitted to the same Arbitration Board by the Union or the Company less than ten (10) days before the hearing is to be held.

8:07 Any employee who has attained seniority, found to be unjustly given a written reprimand or discharge or suspension shall be reinstated to his former job and shall be compensated at his average straight time hourly earnings for the time lost as a result of the incident, less pay for any penalty time decided upon provided the employee files a written grievance of such written reprimand or discharge or suspension with the Company within five (5) working days from the date of his discharge or suspension. If the Bargaining Committee so desire, it may process the grievance immediately, starting at Step #3 of the Grievance Procedure.

8:07(B) With respect to a probationary employee a designated Union Steward will be present during the assessment and the President or his designate will be present at the point of release.

8:08 In the event there is an interruption in plant operation because of a strike, slowdown, picketing or other act in violation of Article VII of this Agreement, the Company and the Union shall not consider the merits of any dispute nor shall any arbitration proceed or continue until such time as the interruption has been terminated.

8:09 In the event of a dispute between the parties involving a rate or standard is appealed to Step #4 of the Grievance Procedure, the Company, upon receiving written request from the Union, will permit a qualified Time Study Engineer, approved by the International Union, to enter the Plant for the purpose of making studies of the rate or standard in dispute in order that the Union may be in a position to properly present its case to the Employer for further negotiations or to the Arbitration Board for determination. An Employer's Time Study Engineer shall be present during such studies or observations by the Union Time Study Engineer.

A) Such Union-Sponsored Time Studies, described in 8:09 above, must be made within six (6) months of the date the relevant grievance was filed, otherwise the said grievance shall automatically be voided.

8:10 Upon settlement of any grievance with respect to pay or rate increase, any adjustment based on such grievance shall be made retroactive to the date that the rate or rate change became effective, provided the grievance is filed within seven (7) working days after the rate change became effective otherwise the retroactive date shall be the date the grievance was filed.

A) The maximum period of retroactivity shall not exceed ninety (90) days unless the job, which is the subject of the grievance has not been performed in the sixty (60) day period immediately preceding the date of the time study, in which case the maximum period of retroactivity shall be six (6) months.

8:11 In the event it becomes necessary for the Stew-

ard or Chief Steward(1) to leave his place of work for the purpose of investigating a grievance in a Department or Departments over which he has jurisdiction, he will report to his Foreman and advise him as to his destination. The Steward or Chief Steward (1) will report to the Foreman of the Department where the alleged grievance originated. In the event the representative is on a job that affects the production of an Employee or group of Employees, the Foreman will make the necessary arrangements to relieve the representative. The representative will remain on the job until such arrangements can be made. The Union President or his designated representative (a member of the Bargaining Committee) and one other member of the Bargaining Committee or the Chief Steward (who has department jurisdiction) shall be allowed to investigate a grievance or complaint-plant-wide. In all cases, each of the above designated personnel shall report to his Foreman immediately upon his return.

8:12 Any member of the Bargaining Committee shall be permitted to enter the plant for the purpose of making an investigation of any grievance, and upon request shall be furnished a pass permitting entrance to the plant for such purpose.

8:13 There shall be one (1) regular meeting between the Company and the Bargaining Committee each month.

8:14 An employee who is a designated Union Representative shall be compensated for time lost during his regular shift when Time Studying in the plant as a result of a piecework rate grievance processed into Step #3 of the Grievance Procedure or a practice study for a maximum period of ten (10) working days in any one (1) year or if attending a scheduled grievance and negotiation meeting with the Company representatives. The rate of pay shall be average straight time hourly earnings. The

total liability of the Company for payment of Union Representatives shall be the maximum of ten (10) hours per week per one hundred (100) employees, the number of employees to be rounded to the next one hundred (100) for the purpose of calculation.

(A) In addition the Union President and/or his designated official(s) will be allotted an additional **six** hundred (600) bank of hours plus one hundred (100) hours per each one hundred (100) employees or fraction thereof to conduct unscheduled union business.

The Union President will be in charge of monitoring the accumulation of these hours. Any unused hours in any year shall be carried over into the next year.

8:15 If the Bargaining Committee so desire, it may process a dispute, starting at Step #3 of the Grievance Procedure. The dispute, in order to receive consideration, will be presented in writing and must be based on a claimed violation of some right established by this Agreement.

8:16 When an employee is brought into the office on a matter likely to result in a reprimand, or other disciplinary action, such employee shall be reminded of his right to have Union Representation in the presence of a Union official.

ARTICLE IX

Seniority

9:01 The principle of seniority is to give preference to employees covered by this agreement in the matter of promotions, demotions, layoffs, and recalling after layoffs in accordance with their length of continuous service, based upon a combination of plant wide and departmental seniority.

9:02 No seniority rights are recognized during the first three (3) months which shall be the probationary period of the new employees. The Company shall have the right

27
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to transfer or otherwise terminate the service of new employees during their probationary period without prejudice to itself. On completion of the probationary period seniority shall extend back to date of hire.

Where warranted the probationary period may be extended by mutual agreement between the Company and the Union in advance of the scheduled expiration of the employee's probation period.

A) A probationary employee who is laid off or whose services are terminated while on leave of absence due to illness or injury and is rehired within a twelve (12) month period shall accumulate service for the time worked and it shall be credited to his probationary service.

9:03 Seniority will be broken for the following reasons:

A) Voluntary termination of employment by the employee.

B) Discharge for just cause not reversed by the Grievance Procedure.

C) Failure of the employee to notify the Company of his intention to return to work within three (3) working days after notice has been sent by registered mail by the Company to the laid off employee and failure of the employee to return to work without reasonable excuse within seven (7) days after such notice has been sent by the Company. Notice to return to work shall be sent to the last address on the company's records of the laid off employee. It shall be the employee's responsibility to notify the Company of changes in address.

D) Accepting other employment or self-employment while on leave of absence, except due to ill health and under doctor's orders and confirmed by the company's doctor.

E) Out of active service with the Company for any reason beyond twelve (12) months except as otherwise provided for in this agreement.

F) Overstaying leave of absence without a reasonable excuse.

G) Failure to report absence from work for three (3) working days without reasonable excuse.

1) Upon receipt of the employee's reason for absence from work and within the time period specified in this sub-section, the Company shall notify the employee at the last address on the company's records that his reason for absence was unacceptable.

H) Acceptance of a Service Award.

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9:04 A laid-off employee with three (3) months or more, but less than two (2) year's seniority shall accumulate seniority as per clause 9:05 and shall be eligible for recall for two (2) years. A laid-off employee with two (2) years or more seniority shall accumulate seniority as per clause 9:05 and shall be eligible for recall for five (5) years.

9:05 A) Seniority shall accumulate for seven (7) months, provided such seniority accumulation shall not exceed his actual service at time of layoff.

B) An employee with five (5) or more years seniority at time of layoff will be entitled to accumulate seniority to a maximum period of fifteen (15) months.

9:06 The job classifications in the plant are divided into two (2) seniority groups A and B as outlined in Schedule " A of this Agreement.

9:07 Seniority Lists shall be posted in each department of the plant every three (3) months, The Union shall be furnished with seven (7) copies of these seniority lists. Any contemplated change in the structure of a department will be discussed with the bargaining committee.

9:08 Employees who leave the employment of the Company to enter the Country's Armed Forces shall be granted a leave of absence until such time as service with the Armed Forces is terminated. Seniority will

accrue under such leave, provided the employee makes application for his **job** within thirty (30) **days** after receiving Honourable Discharge, and provided the employee is capable of performing the work required of his job. The Company will make every effort to place employees who have become handicapped during such service.

9:09 Any employee who suffers a serious injury or impairment from his employment with the Company, which results in permanent disability, and he is unable to continue working on his own operation, the Company will endeavour to place him on a suitable job for which he is qualified and capable of performing in accordance with his seniority. Once so placed seniority may be waived in the case of other employees displacing such employee.

9:10 Any employee presently in or who has been in what is now the Bargaining Unit, who transfers to a supervisory position or any position outside the Bargaining Unit directly connected with the operation of the plant and who has had at least three (3) months' service in the Bargaining Unit or what is now the Bargaining Unit, and returns or is transferred to a job within the Bargaining Unit, upon reinstatement shall, consistent with his seniority, be placed in accordance with the terms of Paragraph 10:04 (3) provided he is able to do the work and shall receive credit for seniority for the time spent on such supervisory or other position.

ARTICLE X

Layoff and Recall

10:01 An employee with less than one (1) year's continuous service with the Company shall be laid off on the basis of departmental seniority within his group.

10:02 An employee with one (1) or more year's continuous service with the Company shall be laid off on the basis of plant-wide seniority. Such employee affected, if qualified, shall have the right to the job held by the

employee with the least seniority in the plant.

A) If he is not qualified to displace the employee as stated above he shall, if qualified, displace the employee with the least seniority in the Production Unit. If he does not qualify for the job held by the employee with the least service in the Production Unit, he shall be laid off and provided he has one (1) or more year's service will be entitled to S.U.B. payments.

10:03 When due to job abolishment or curtailment of production necessitating a reduction of an employee on a job the employee affected and qualified shall be given the following choice of jobs but only in the order listed below:

- 1) A vacancy in both groups within his department.
- 2) A vacancy in one group within his department and the job held by the employee with the least seniority in the other group.
- 3) The job held by the employee with the least seniority in either group within his department.

Should a vacancy exist in another department at the time of layoff it shall posted, however, no subsequent vacancies will require posting.

10:04 An employee to be displaced from his group within his department, shall if qualified, be given the following choice of jobs but only in the order listed below:

- 1) A subsequent vacancy in both groups.
- 2) A subsequent vacancy in one group and the job held by the employee with the least seniority in the other group within the plant.
- 3) The job held by the employee with the least seniority in either group within the plant.

Should a vacancy exist at the time of layoff it shall be posted, however, no subsequent vacancies will require posting.

10:05 The employee subsequently affected shall have the right to the job held by the employee with the

least seniority in the plant.

10:06 When it becomes necessary to lay off employees in the plant in accordance with this Agreement, the Company will give the employees three (3) normal days notice or a maximum of three (3) normal days pay in lieu of notice. The Company will post a notice stating the names of the employees being placed on layoff within the first hour of the shift on day one of the three day notice period, which will then constitute the three days of notice. During that shift the Company will have all employees affected by said layoff to acknowledge the layoff notice as posted. Employees resigning from the Company shall give the Company seven (7) days notice.

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10:06(B) Should any employee be declared surplus and forced to leave his classification or department in accordance with the layoff procedure, it is understood that the employee may at his discretion displace a weekend work shift employee only if he/she is fully qualified.

10:07 In the event of a substantial cutback in production involving lay-offs, the Company agrees to meet with the Bargaining Committee of the Union to discuss a practical solution to the problem.

10:08 In the process of recalling after a layoff, the employees having the greatest plant-wide seniority shall have the first privilege of being recalled, providing the laid-off employee has the necessary qualifications to meet the requirements of the job.

10:09 A laid-off employee who fails to report for a work assignment without a reasonable excuse when recalled will be considered a voluntary quit.

10:10 If, due to job abolishment or curtailment of production, the employee is transferred to a job for which he is qualified to perform, and he refuses to accept such job, he will be considered a voluntary quit. If a laid-off

employee is recalled to a job for which he is qualified to perform, and he refuses to accept such job, he will be considered a voluntary quit.

10:11 An employee's plant wide seniority shall be transferred with him from job to job.

10:12 For a period of twelve (12) months following an employee's transfer to another job within his department or to another department or recall to a job other than the one held at the time of his layoff shall, consistent with his seniority, have the preference to return to his former job before any job vacancies are posted provided that he has a minimum of six (6) months seniority and his application to return to his former job is on file. This application to return to his former job shall remain on active file for a period of one (1) year.

To qualify for this preference the employee must make written application to the Personnel Department within fourteen (14) days of his transfer or recall or prior to the expiry date of the first posting of his former job if such posting is earlier.

ARTICLE XI

Transfers

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11:01 Employees may file application for transfer in the event a vacancy occurs or a new job is created. The filling of job vacancies shall be accomplished through the job posting procedure. The senior applicant with basic minimum qualifications will be selected. The successful applicant shall be moved to his new classification within twenty (20) working days, (provided the replacement(s) is/are fully trained on the job(s) being vacated.) An employee not moved to his new classification within the time period noted above shall be paid the 100 true unit hour of the new job or his average hourly earnings, whichever is the greater.

In the event that new jobs are created employees will be notified as soon as possible. The Company will provide

the employees with a description of the necessary qualifications and skills. If additional educational requirements are a pre-requisite, tuition funding will be provided for both night school or day release classes under the Co-operative Education Program.



11:02 A) Notices of job-vacancies will be posted for three (3) working days. Only written applications made by the employees and submitted to the Company Personnel Department during the time the jobs are posted will be considered. When multiple jobs are posted, employees may indicate on the job posting form, their choice of jobs in the order of preference.

B) In the week immediately preceding an employee's vacation period or authorized leave of absence an eligible employee may file a written application and submit it to the Company Personnel Department for a job that may be posted during the period of absence specified in this paragraph. Upon the employee's return to work such written application shall be automatically cancelled.

11:03 Temporary jobs will not be posted. Temporary jobs are:

1. Jobs of three (3) weeks duration or less.
2. Vacancies created by Article XII - Leave of Absence.
3. Vacancies created by Article XVIII - Vacations.

(A) When it becomes necessary to temporarily transfer an employee under the conditions of 11:03, the Company will transfer employees qualified to perform the work required.

In the case of the employee filling the vacancy created by the Leave of Absence, Paragraph 10:02 will apply to that employee upon completion of said leave. An employee transferred at the request of the Company shall return to the job from which he transferred upon completion of the job required.

11:04 Job vacancies created by requested transfers must not exceed two transfers in any one (1) chain within the department or plant. Any vacancy created after two (2) transfers shall be filled at the option of the Company.

A) An employee refusing to accept the job assigned to him as a result of his request for transfer shall forfeit all right to the job from which he transferred. He will be sent to the Personnel Department and given his choice of available jobs that he is qualified to perform. If no jobs are available, he will be laid off.

B) An employee assigned to a job as a result of a requested transfer, who fails to perform satisfactorily on the new job or who is determined unqualified shall be given his choice of available job openings if he is qualified to perform the work required, or he may be returned to his former job or placed on another job in accordance with the seniority regulations of this agreement, if qualified, otherwise, he shall be laid off.

C) An employee shall be limited to two (2) requested transfers in a two (2) year period. An employee with less than one (1) year of continuous service with the company shall not be eligible for a requested transfer.

D) If an employee requests a transfer in accordance with the Job Bidding Procedure outlined in this paragraph and the job is curtailed or abolished, this job bid shall not constitute a bid as defined in Paragraph 11:04 (C).

E) An employee recalled to other than his original group or who was forced into the other group because of a layoff shall have the right to bid back to his original group and this will not constitute a bid as defined in Paragraph 11:04 (C).

11:05 In the event a job is reassigned from one department to another, the employees affected will be given a choice to transfer with the job or remain in the department should the job be a combination job, and the major portion of the combination job is reassigned to another department, the employees affected will be given a choice to transfer with the job or remain in the

department. Seniority will apply in the department to which such job is reassigned.

ARTICLE XII
Leave of Absence

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12:01 An employee wishing a Leave of Absence for a period of more than two (2) weeks shall make written application to the Personnel Department. If granted, such leave shall be in writing and a copy furnished to the Union. A Leave of Absence will normally not exceed thirty (30) days and under no circumstances ninety (90) days. A Leave of Absence will not be granted for self-employment or employment elsewhere. The person on leave must return by the expiration date of the leave and upon reinstatement shall, consistent with his seniority, be placed on his previous or comparable work, provided he is able to do the work. Upon reinstatement he shall receive credit for seniority for the time he was on such approved Leave of Absence.

12:02 An employee with more than ninety (90) days seniority but less than two (2) years' seniority shall be granted a Leave of Absence for sickness or injury and will be entitled to accumulate seniority up to the maximum period he is entitled to receive Weekly Sickness Indemnity payments. An employee with two (2) years seniority but less than ten (10) years seniority shall be granted leave of absence for sickness or injury and will be entitled to accumulate seniority for a maximum period of eighteen (18) months. An employee who has ten (10) years or more seniority shall be granted leave of absence for sickness or injury and will be entitled to accumulate seniority for a maximum period of two (2) years. An employee who is unable to return to work following his entitled accumulated seniority under this section will be retained on the active payroll until he is able to return to his job, or to a job vacancy provided he is able to do the work. In such case Paragraph 11:02 of this Agreement will not apply. The provisions of this section shall not

apply to a female employee who is granted leave of absence for pregnancy according to Paragraph 12:04. A certificate from his physician to the Company Personnel Department is necessary from an employee requiring a leave of absence or returning to work from such leave of absence. In addition, one week's notice to return to work shall be required. The person on leave must return to work by the expiration date of the leave and upon reinstatement shall, consistent with his seniority, be placed on his previous or comparable work provided he is able to do the work.

An employee who is receiving Worker's Compensation benefits shall continue to accumulate seniority subject to the provisions of Article IX, Paragraph 9:03.

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12:03 An employee selected for full time duty as an officer or representative of the International U.R.C.L.P.W.A. or Canadian Labour Congress, or Ontario Federation of Labour, will upon written application to the Personnel Department be granted a leave of absence. This leave shall be for a period not to exceed one (1) year and will, under the above condition, be extended upon written application to the Personnel Department. With the exception of a person who is totally and permanently disabled at the expiration of the leave of absence, any person covered by this provision must make written application for reinstatement within twenty (20) days after being released from such full time duty. Upon reinstatement he shall, consistent with his seniority, be placed on his previous or comparable work provided he is able to do the work. In both cases upon reinstatement, he shall receive credit for seniority for the time he was on such leave of absence provided, however, that so much leave of absence as exceeds five (5) years shall not be credited to his seniority.

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12:04 A) A female employee will be granted a leave of absence for pregnancy in accordance with Part (Xi) of the Employment Standards Act, 1974. Within a two (2)

month period after child birth she shall report to the Personnel Department with a Doctor's certificate stating date of birth of child and declaring her physical fitness and shall return to her regular full time employment, seniority permitting.

B) A female employee with five (5) or more years seniority shall be granted a leave of absence for the period of time necessary (not to exceed six (6) months) to meet the requirements of adopting a child. When such leave is exhausted she shall be returned to her former job (seniority permitting) with the seniority and pension credits she had at the commencement of said leave.

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12:05 Any employee selected or elected for Union duties including attending conventions or performing municipal elective duties shall apply for in writing, and be granted, a leave of absence not to exceed two (2) weeks, provided wherever possible the employee or the Union give the Company seven (7) days' notice prior to the commencement date of such leave of absence. On his return, he shall be reinstated to his former job. His seniority shall accumulate during such leave of absence.

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ARTICLE XIII

Wages

13:01 Except as hereinafter provided, the General Wage Scale and various rates contained therein, such as hiring rates, job hourly rates, base rates, expectancies and limits, in effect immediately following the effective date of this agreement, will remain in effect for the life of this agreement.

Nothing in this article shall be interpreted as prohibiting the Company from placing any job on a piecework basis.

A) The established hiring rates, base rates, job hourly rates, expectancies and limits, as set forth in Paragraph 13:01 above shall be made a part of this agreement and are attached hereto as Schedule "A".

B) New established piecework rates on new jobs or

operations within the same job classification will carry the same hiring rate, base rate, job hourly rate, expectancy and limit as is commensurate with those established jobs in effect.

13:02 It shall be a function of Management to determine the method of procedure (standard practice) used in performing an operation. Rates shall be established to conform to this method and procedure.

A copy of the standard practice for a permanent piecework rate shall be available in the Department Foreman's Office for review upon request by the department employee.

A) All workers shall adhere to the standard practice.

B) The Company shall have the right to time study any job at any time.



13:03 In establishing piecework rates for new jobs or operations or for changed jobs or operations, the following procedure shall be followed:

A) The foreman of the department, or a Company representative, shall show a copy of all new permanent standard practices to the Union representative of the department so that he may review how the Company wants the job performed. This shall be done prior to the Time Study Department's making a time study of the job or operation.

B) The Union representative shall select a qualified employee on his shift to be studied. The Union Steward will be present for the duration of the time study.

13:04 Future piecework rates shall be so established so that an eighty (80) true unit hour pays not more nor less than the job hourly expectancies established by the terms of this Agreement, and which, together with the procedure for arriving at said expectancies, are listed in the Schedule "A" of this Agreement.

A) An eighty (80) true unit hour shall be the job expectancy of the plant with the exception of Banbury

operations where the job expectancy will be an eighty-five (95) true unit hour.

B) A ninety-five (95) true unit hour shall be the plant limit except that employees will have the opportunity to earn and be paid in excess of a ninety-five (95) true unit hour up to a maximum of one hundred (100) true unit hour with a clean time card.

It is understood and agreed between the parties signing this Collective Labour Agreement that the term "clean time card" referred to above shall have the following interpretation and meaning:

A clean time card means any time card that does not contain a job hourly rate payment.

C) With the exception of the operations listed in Paragraph 13:04 (D), cycle or machine controlled, individual, group or crew jobs or operations shall be paid machine limitation (M.L.) up to an eighty (80) true unit hour when the machine or cycle capacity does not allow the unit to perform at a true eighty (80) unit hour or better. An eighty (80) true unit hour shall pay the expectancy of the job.

D) On press operations in the container and plastic molding (where machine assignments apply), mechanical rubber goods molding and join block press operations, where operators are loaded below a ninety (90) true unit hour, machine limitation (M.L.) will be paid up to a ninety (90) true unit hour or better. On Banbury operations machine limitation (M.L.) will be paid at an eighty-five (85) true unit hour.

E) In the case of new operations that are the same as existing operations on which the Company has accumulated data, the piecework rate for such operations may be computed from existing data. The Union may request a Time Study check on any new rate so established.

F) In the event that a temporary or permanent rate cannot be established at the time of a change, the actual measured effective elapsed time of the element or elements added shall be paid for at the employee's average straight time hourly earnings until a temporary or permanent rate can be established.

G) All new piecework operations having no permanent rate or temporary rate shall be paid for at average straight time hourly earnings until a piecework rate can be established on the job.

1) If the employee does not work at make-out effort, he shall be paid only his job hourly rate for the time he was working on such new piecework operation.

13:05 Employee's earnings for any one day shall not exceed the job hourly limit as shown in Schedule " A which is made a part of this agreement. It is understood that employee's earnings shall be computed on a daily basis.

A) An employee transferred to another job due to lack of work, job bid or recall, and who is being paid average straight time hourly earnings on the job, whose job hourly limit is lower than the employee's average straight time hourly earnings, shall receive only the job hourly limit for the period of time spent on this job and in accordance with Paragraph 13:05 above.

B) If during the shift an employee is working on two (2) or more jobs whose job hourly rate is different, the job hourly limit for each job multiplied by the number of hours worked on each job will be used to determine the job hourly limit for the day.

C) If during the shift an employee is working on an incentive rated operation and a job hourly rated operation the job hourly limit for the incentive operation may not apply.

13:06 Fatigue factors decided upon by the terms of this agreement will be used as a guide in determining future fatigue factors to be allowed in future piecework rates, and are attached hereto as Schedule "A" which forms a part of this Agreement.

13:07 Five percent (5%) of the differential granted between the job hourly rates and the job expectancy rates has been granted in lieu of payment for lunch time

as such, and it is agreed that future piecework rates shall not contain **any** additional allowances for lunch time.

13:08 Until such time as additional changes are made in job factors affecting a piecework rate, **those jobs** or operations which have been established prior to January 1st., 1954, will not be changed unless otherwise mutually agreed. Any change in job factor made after January 1st., 1954 in the aforementioned piecework rate, which affects the piecework rate will result in a complete re-study of the job or operation and the re-establishment of the piecework rate as outlined in this article.

A) The foregoing paragraph shall not conflict with Paragraph 13:14.

B) The foregoing paragraph shall not conflict with Paragraph 13:15 (C).

13:09 The minimum rate for all employees shall be the job hourly rate of their job. If a probationary employee with one (1) month or less service is placed on an incentive rated job, he shall receive the hiring rate for the job, or his actual earnings, whichever is the greater.

13:10 Temporary rates may be used on new jobs and for jobs which are in the process of development. Such rates shall be designated as temporary and an element sheet provided and shall automatically be cancelled when a permanent rate is established.

13:11 Temporary piecework rates shall pay for job conditions, lay-out and effective method prevailing when studying and setting the rate. Temporary rates shall not be used for more than sixty (60) working days for that job.

A) When a Time Study has been completed on a job that was established in accordance with Paragraph 13:04 (C) or a temporary piecework rate the following shall apply.

- i) A rate established in accordance with Paragraph 13:04 (C) will be re-established as a temporary

or permanent piecework rate.

- ii) **A** temporary rate will be re-established as a permanent piecework rate.

13:12 Piecework rates will be posted on a rate board to be provided in each department.

A) Permanent piecework rates shall become effective after being posted for one (1) working day. This time may be shortened by mutual agreement.

B) Temporary piecework rates shall become effective in the first working day after they are posted. However, where a change in a permanent or temporary rate may be made under the provisions of Paragraph 13:15 or Paragraph 13:18, the new temporary rate shall become effective immediately upon posting.

13:13 The guaranteed minimum for all non-productive time shall be the job hourly rate, with the exception of a probationary employee with one (1) month or less service whose rate shall be the job hiring rate of his job.

13:14 Time allowed for machine or job limitation may be utilized without increasing the total piecework rate.

13:15 After a permanent rate has been established it will not be changed except for one of the following reasons:

- A)** The Company makes a change of methods, materials, tools, design or style of product resulting in a change in the job factor affecting the rate. The rate will be changed to the extent of such change in job factor.
- B)** Clerical and/or mathematical errors will be corrected when found. If said errors prove the employee's earnings have been adversely affected, such employee shall receive not more than a maximum of ten (10) working days retroactive payment in the amount of the error.
- C)** **A** legitimate request by the Union for a re-study

and the results of the study warrant a change.

- D) A request is made by the employee or the Union to re-study old **piecework** rates (**rates established** prior to January 1, 1954). These jobs will be re-studied and established under the terms of this agreement.

13:16 An incentive or hourly rated employee temporarily transferred at the request of the Company while his regular work is available shall be paid his average straight time hourly earnings, or the rate of the job transferred to, whichever is the higher. The same shall apply when he is requested to perform experimental work.

13:17 When work is not available on an employee's regular job and he is offered other work on an hourly rated job, he shall receive his hourly rate for that particular job to which he is transferred. If offered work on an incentive rated job, he shall receive the hourly rate for that job or his regular hourly rate or his actual earnings, whichever is the greatest.

13:18 Employees required to carry on their operation under unusual conditions that are found to exist in material, mechanical, or operation, that are beyond the employee's control, which have not been included in the incentive rate or machine limitation, when they are unable to maintain normal output when working at normal speed (make out effort), shall be *bonused* up to average straight time hourly earnings from the time such condition is reported to the department foreman or applicable night shift supervisor, and the condition is found to exist. The job may be restudied and a temporary rate established for the balance of the time such condition continues to exist. Should it be found that the unusual condition did not exist, the employee will be paid his regular piecework rate.

- A) If the employee does not work at make out effort for

the full shift, he shall be paid only his job hourly rate for the time he is working on the unusual condition described above.

13:19 Lost time due directly to work stoppages, slow-downs or strikes within the plant shall not be paid for by the Company.

13:20 An employee shall be paid his average straight time hourly earnings, for time lost on his operation if called away from same at the employer's request.

13:21 When possible, all employees working on the night shift will receive their wages on pay day before leaving the plant.

A) Provided the payroll department works the week following the plant shutdown for the vacation period, an employee on vacation, if he so requests, will be given his pay cheque (for work performed in the week prior to his vacation) at the plant between the hours of 8:30 a.m. and 5:00 p.m. on any normal pay day.

B) The Payroll Department will issue a cheque for any short pay which exceeds \$25.00 during the same pay week.

13:22 The Company agrees to the principle that a qualified time study engineer should assist the local union in disputes involving piecework rates and standard practices as they relate to the piecework rate and will cooperate in the training of such engineers.

A) It is agreed that all expenses incurred in the training of such men will be borne by the Union.

51
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13:23 A) Effective April 16, 1990, a boxed wage increase of 50 cents per hour. Effective June 1, 1990 a C.O.L.A. adjustment will be calculated that will reflect one cent (1¢) per hour for each full .3 points that the C.P.I. index exceeds the base for calculation. The base for calculation is May, 1990, increased by six percent (6%). Once this point is

reached any increase will be based on the C.P.I. for the second full month after the point is reached compared to the base. The last calculation for each contract year will be for the month of May. The following Job Classifications will be increased by the amounts indicated and this amount will be added to the Job Hourly Rate.

- (1) Maintenance Trades - 50 cents ✓
- (2) Tool and Die Makers - 50 cents
- (3) Take-off Checker - 05 cents
- (4) S.P.C. Analyst - .64 cents

B) Effective June 1, 1991, a boxed wage increase of 45 cents per hour.

Effective June 1, 1991 a C.O.L.A. adjustment will be calculated that will reflect one cent (1¢) per hour for each full .3 points that the C.P.I. index exceeds the base for calculation. The base for calculation is May, 1991, increased by six percent (6%). Once this point is reached any increase will be based on the C.P.I. for the second full month after the point is reached compared to the base. The last calculation for each contract year will be for the month of May.

The following Job Classifications will be increased by the amounts indicated and the amount will be added to the job hourly rate.

- (1) Maintenance Trades - 20 cents ✓
- (2) Tool and Die Makers - 20 cents

C) Effective June 1, 1992, a boxed wage increase of 45 cents per hour.

Effective June 1, 1992 a C.O.L.A. adjustment will be calculated that will reflect one cent (1¢) per hour for each full .3 points that the C.P.I. index exceeds the base for calculation. The base for calculation is May, 1992, increased by six percent (6%). Once this point is reached any increase will be based on the C.P.I. for the second full month after the point is reached compared to the base. The last calculation for each contract year will be for the month of May. The following Job Classifications will be increased by the amounts indicated and the amount will be added to the job hourly rate.

(1) Maintenance Trades - 20 cents ✓

(2) Tool and Die Makers - 20 cents

D) Each adjustment specified in Paragraph 13:23 A) B) C) will replace the previous adjustment, if any, in its entirety. The amount of C.O.L.A. increase shall be calculated and recalculated as provided above on the basis of the Consumers Price Index (C.P.I.) published by Statistics Canada (1971 = 100%)

E) For incentive rated operations they will be added to the hiring rate, job hourly rate and to the average straight time hourly earnings (not exceeding the 95 T.U.H.R. limit for the job classification) by job classification and grouping. Period used to determine the average straight time hourly earnings will be the last four (4) full weeks in April of each contract year.

Night Shift Premium ⁴⁴ ~~100025~~

13:24 For hours worked between three (3:00) p.m. to eleven (11:00) p.m. there shall be paid a premium rate of twenty-five cents (25c) per hour. For hours worked between eleven (11:00) p.m. to seven (7:00) a.m. there shall be paid a premium rate of thirty cents (30c) per hour.

13:25 Shift premiums shall not be included in calculation of overtime compensation. Shift premiums shall not be used for the purpose of calculating incentive earnings. ⁴⁵⁰⁰³⁰

ARTICLE XIV

Hours of Work

14:01 The normal working hours of the employees covered by this Agreement shall be eight (8) hours per day, five (5) days per week, making a normal work week of forty (40) hours. The normal work week shall be from eleven (11:00) p.m. Sunday to eleven (11:00) p.m. Friday.

The Company may also establish shift schedules for continuous operations.

In the event the Company finds it is necessary to implement a continuous operation, both parties will discuss the most feasible and effective schedule.

14:02 The Company does not guarantee to provide any work to the extent of the hours or days indicated in Paragraph 14:01 of this Article.

14:03 The pay week shall begin with the shift starting nearest Sunday, eleven (11:00) p.m. and end with the shift ending nearest Sunday, eleven (11:00) p.m.

14:04 The work day shall be the twenty-four (24) hours following the employee's starting time.

14:05 The first shift will start at eleven (11:00) p.m. Sunday or the time nearest eleven (11:00) p.m. where production requirements make it necessary, except that straight day shift operations will start at seven-thirty (7:30) a.m. Monday.

14:06 A) The regular working schedule for incentive and hourly rated employees shall be as follows:

Eight (8) hour rotating shifts-

Seven (7:00) a.m. to three (3:00) p.m.

Three (3:00) p.m. to eleven (11:00) p.m.

Eleven (11:00) p.m. to seven (7:00) a.m.

Should a multi-shift operation revert to a single shift the above hours of work shall apply.

B) The regular working schedule for incentive and hourly rated employee's shall be as follows:

Straight day shift

Seven-thirty (7:30) a.m. to eleven-thirty (11:30) a.m.

Twelve (12:00) noon to four (4:00) p.m.

14 07 Employees on hourly rated jobs will be allowed the following rest and lunch period without loss of earnings

- (I) Eight (8) hour rotating shifts - ('A' Classification Jobs)
 - One (1), twenty (20) minute lunch period
 - Two (2) ten (10) minute rest periods
- (II) Straight day shifts

One (1) ten (10) minute rest period, morning and afternoon.

- (III) Eight (8) hour rotating shifts - ("B" Classification Jobs)
one (1), thirty (30) minute lunch period.
two (2), ten (10) minute rest periods.

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14:08 Employees on incentive jobs will be permitted the following rest and lunch periods without increasing the rate or making any additional allowances:

- (I) Eight (8) hour rotating shifts ("A" Classification Jobs).
One (1), twenty (20) minute lunch period.
Two (2), ten (10) minute rest periods.
- (II) Straight day shifts
one (1), ten (10) minute rest period, morning and afternoon.
- (III) Eight (8) hour rotating shifts ("B" Classification Jobs).
one (1), thirty (30) minute lunch period.
two (2), ten (10) minute rest periods.

14:09 The time of rest and lunch periods shall be so arranged as not to interfere with production cycles.

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14:10 Employees shall be allowed five (5) minutes without loss of pay at the end of each shift for the purpose of washing up immediately before quitting time, except on operations—designated by the Company as continuous operations where employees shall continue to operate their jobs until relieved by the following shift operator. This shall not apply when an employee leaves prior to his regular scheduled quitting time. This time allowance shall not be used as a means of increasing an incentive rate.

ARTICLE XV

Wage Policies for Special Conditions

15:01 Banbury operators, Banbury millmen, Com-

pound men, open mill mixing operators; employee(s) who loads outside scrap truck, (east end of north building and mixing department) and lift truck operator(s) when handling carbon black, and Goodman Cutter while located in Mixing Department, will be allowed fifteen (15) minutes shower time upon completion of their shift, at straight time pay at the applicable hourly rate.

A maintenance employee(s) assigned to repairing mixing and milling equipment (in excess of one (1) hour) shall be allowed fifteen (15) minutes shower time upon completion of said assignment. Should the assignment be for a full shift he (they) shall be allowed fifteen (15) minutes shower time upon completion of their shift at their straight time pay at the applicable hourly rate. If it appears that this clause is being abused it may be necessary to establish control to eliminate the abuse.

15:02 An employee reporting for work who has failed to receive notice at his last recorded address at least four (4) hours in advance not to report, and receives less than four (4) hours shall be paid for not less than four (4) hours at his average straight time hourly earnings. An employee or employees covered by this paragraph is required to ring in his time card report to his foremen and ring out his time card if no work is available. Reporting pay will not be paid when:

- A) An employee has not been notified because he was absent or on vacation or leave of absence at the time of announcement of no work was made.
- B) In the event of strikes, stoppages of, or interference with work in connection with labour disputes, catastrophies, failure of utilities, acts of public enemy, or breakage of major equipment.

15:03 An employee who is injured while on duty and is treated in the first aid department shall be paid average straight time hourly earnings for time lost while at the first aid department. An employee injured at work and referred by the Company for out of plant treatment or

examination by a physician or a hospital shall be paid at average hourly earnings for necessary time lost from his regular shift for the first authorized treatment. Under no circumstances will an employee be paid for time before or after shift hours.

15:04 Any employee required to work through two (2) or more hours in excess of his regular shift without advance notice will be given a meal allowance of five dollars (\$5.00).

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15:05 An employee who is selected for jury duty or subpoenaed as a Crown witness shall be reimbursed by the Company at his average straight time hourly earnings for normal working hours lost, less any payment received for time spent on said jury or other defined duty during the normal work week. The proof of payment for said jury or other defined duty is to be forwarded by the employee to the Company Personnel Department prior to any Company reimbursement being made.

15:06 Time spent by the two (2) Union Safety representatives on the monthly safety tour and the four (4) Union Safety representatives attending the Safety meeting will be paid at their average straight time hourly earnings.

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Bereavement Pay

15:07 An employee will be granted a leave of absence from work because of death in his immediate family, and shall be paid his average straight time hourly earnings for his scheduled working hours so excused during the first three (3) payroll days starting on the payroll day following the death of a member of his family and ending on the day of the funeral. If on the day of the funeral an employee is scheduled to work on the 11:00 p.m. - 7:00 a.m. shift he shall be granted a leave of absence and be compensated for time lost on this shift provided such payment does not exceed the maximum three (3) day period specified in this paragraph. The term "member of his family" means

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a husband or wife, child, foster children, grandparents, grandchild, parent, stepparent, parent-in-law, brother or sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouses grandparent, spouses brother-in-law, spouses sister-in-law, the category of relatives specified above include legal and blood relationships. No extra pay allowance will be paid for multiple or simultaneous deaths occurring within any three (3) day period. Should the death occur on the calendar day Thursday, and burial takes place on Monday, then the payroll day Monday shall be included as the third (3rd) day provided for in this paragraph. Any pay received for compassionate leave on a holiday shall be in lieu of pay for such holiday under Article XVII.

~~Article XVI~~
Overtime

16:01 An hourly and/or incentive rated employee, working in excess of eight (8) hours in any twenty-four (24) hour period, shall be paid at the rate of time and one-half.

16:02 All work performed by hourly and/or incentive rated employees between the hours of eleven (11:00) p.m. Friday and eleven (11:00) p.m. Saturday, shall be paid at the rate of time and one-half provided the employee(s) has worked or been compensated by the Company for forty (40) regular hours in the week, except that normal working hours not worked due to Union leave or other approved leaves of absence shall be counted as time worked for purposes of computing weekly overtime.

16:03 All work performed by hourly and/or incentive rated employees between the hours of eleven (11:00) p.m. Saturday and eleven (11:00) p.m. Sunday shall be paid at the rate of double time.

16:04 It is recognized that it may be necessary to work beyond the normal work day or work week. Every

reasonable effort will be made to avoid having employees work in excess of twelve (12) consecutive hours in any twenty-four (24) hour period. The Union, the employees and the Company are expected to co-operate in performing necessary overtime. Overtime will be distributed in accordance with Letter #6 of the Collective Labour Agreement.

16:05 Any holiday as listed in Paragraph 17:01 of Article XVII occurring during the work week whether worked or not shall be considered as part of the normal work week as defined in Paragraph 14:01 and 14:02 of Article XIV.

16:06 Employees who worked overtime shall not be required to take time off to offset such overtime.

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16:07 When an employee is called back to work because of an emergency after leaving the Company premises he shall be entitled to receive his time and one-half pay for hours worked but in no case shall be paid less than four (4) hours pay at job hourly rate.

On the first day of the work week a maintenance employee(s) called in to work on an emergency prior to the start of his regular scheduled shift shall be paid time and one half for hours worked but in no case paid less than four (4) hours pay at job hourly rate.

16:08 Work performed by an employee in excess of eight (8) hours in any twenty-four (24) hour period will not be paid for at time and one-half when:

- A) Such overtime is caused by a personal arrangement made between two (2) employees, that is, where one employee works for another.
- B) A change is made in an employee's working hours at his own request.
- C) The time is spent by the Bargaining Committee members in grievance meetings with Company representatives during the member's regular

scheduled shift hours, however, such time will be considered part of the representatives regular shift hours in determining overtime hours on regular department work.

D) It is caused by the regular weekly shift change.

16:09 Compensation for overtime work shall not be paid twice for the same hours of work.

ARTICLE XVII
Holiday Pay

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17:01 The following days shall be recognized as holidays and paid for at the rate of double time for hours worked, in addition to the holiday pay where eligible:

First Year of Agreement.

Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, December 24, Christmas Day, Boxing Day, December 27, New Year's Day, Good Friday, Victoria Day.

Second Year of Agreement.

Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, December 23rd, December 24th, Christmas Day, Boxing Day, New Years Day, Good Friday, Victoria Day.

Third Year of Agreement

Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, December 24th, Christmas Day, December 28th (Boxing Day), December 29th, New Year's Day, Good Friday, Victoria Day.

17:02 The Company will allow the following with pay on the basis of one (1) normal day at average straight time hourly earnings less any weekly sickness indemnity payment for such days. In the case of the Mix-Mill Operation, the quality bonus shall be included in this payment:

First Year of Agreement.

Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, December 24th, Christmas Day, Boxing Day, December 27th, New Year's Day, Good Friday, Victoria Day.

Second Year of Agreement.

Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, December 23rd, December 24th, Christmas Day, Boxing Day, New Year's Day, Good Friday, Victoria Day.

Third Year of Agreement.

Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, December 24th, Christmas Day, December 28th (Boxing Day), December 29th, New Year's Day, Good Friday, Victoria Day.

To qualify for payment on the above designated holidays, when not worked, the employee must work his last regular shifts immediately prior to and immediately following such holiday unless his absence is caused by any of the following reasons:

- A) An employee whose absence is due to personal injury or proven unavoidable illness of the employee, the employee's spouse or unmarried child, must work his last full scheduled shift within thirty (30) calendar days prior to the day on which the holiday falls or his first full scheduled shift within thirty (30) calendar days following the day on which the holiday falls. "Proven unavoidable illness" shall be interpreted to mean that the burden of proof rests on the employee.
- B) Employees who refuse or who absent themselves when scheduled for work on a holiday shall not receive holiday pay unless the reason for absence is personal injury or proven unavoidable illness of the employee, the employee's spouse or unmarried child.
- C) Employees who due to an approved leave of absence leave work or return to work during the work week in which the holiday falls shall be paid for such holiday, provided such employees work their last full scheduled shift prior to and their first full scheduled shift after the holiday.
- D) Employees who are laid off in the work week in which a holiday occurs shall be paid for such

holiday provided they qualify under Paragraph 17:02 (A) and (B) above.

- E) Employees returning to work after a layoff must work at least one (1) day during the week in which such holiday falls as well as qualify under Paragraphs 17:02 (A) and (B) above.
- F) Plant operations will normally be completed by four (4:00) p.m. on Christmas and New Year's Eve and any emergency work scheduled after four (4:00) p.m. on these days will be performed on a voluntary basis.
- G) With the change of starting time from the normal Monday morning start-up to the eleven (11:00) p.m. Sunday start-up for the purposes of payment for the designated holidays spelled out in this clause whether worked or not or for any overtime payment, the designated holiday shall commence at eleven (11:00) p.m. the day preceding the holiday and end at eleven (11:00) p.m. the day of the holiday.

17:03 Should such a holiday as defined in this Article fall during an employee's vacation period, such employees as eligible under Paragraph 17:02 shall be paid for such holiday on the basis of one (1) normal day at their average straight time hourly earnings in addition to vacation pay.

17:04 Should the holiday occur within the annual plant shutdown or on a Sunday, the Holiday will be taken on the Monday in the next work week to the actual date of a holiday.

17:05 Should the holiday occur on a Saturday, the holiday will be taken on the Friday preceding or the following Monday in conjunction with a survey of the local industries.

ARTICLE XVIII

Vacations

18:01 All employees who prior to December 31st of the current year have been

54 continuously employed for the following periods will receive vacation with pay as follows:

01-02 1 - 5 years - two (2) weeks vacation with pay - four percent (4%) of total earnings.

05-03 5 - 12 years - three (3) weeks vacation with pay - six percent (6%) of total earnings.

12-04 12 - 20 years - four (4) weeks vacation with pay - eight percent (8%) of total earnings.

20-05 20 - 30 years - five (5) weeks vacation with pay - ten percent (10%) of total earnings.

30-06 30 years and over - six (6) weeks vacation with pay - twelve percent (12%) of total earnings.

A) An employee with less than one (1) year's continuous service with the Company shall receive four percent (4%) of his total earnings for his service prior to January 1st of the current year.

B) "Total Earnings" shall be the gross earnings from the Company (including Ontario Health Insurance Commission Plan Premiums, which are paid by the Company on behalf of the employee and which are regarded as income under the provisions of the Income Tax Act, and Worker's. Compensation payments for lost time) during the twelve (12) months prior to January 1st of the current year and short work week benefits paid under the Supplemental Unemployment Benefits plan. This is intended to bring all employees to a standard vacation period for the express purpose of computing vacation pay during their employ with the Company. The vacation pay therefore will be computed on the gross earnings in the previous calendar year starting on January 1st and ending on December 31st.

Commencing with the vacation year 1979, weekly accident and sickness benefits as defined in Section 2, A, (1) of the Welfare and Insurance Agreement, paid to an employee in the preceding calendar year, shall be in-

cluded as part of "Total Earnings" as defined above.

C) When an **employee has been** unable to work during a portion of the preceding year owing to sickness or injury not covered by the Worker's Compensation Act and for these reasons only, his vacation pay calculated in accordance with this clause is less than three hundred and eighteen dollars (\$318.00) per week the vacation pay to which he is entitled will be increased to the above minimum, provided he has worked a minimum of three (3) months in the vacation year.

D) The fifth and sixth weeks of vacation in each year are optional to any employee entitled to receive them and in order to be eligible to take and observe such additional weeks of vacation in the current year the employee must notify the employer that he will be observing such additional week or weeks of vacation by not later than June 1. Failure by the employee to notify the employer in accordance with this section will deprive the employee of the right to take time off to observe such additional weeks of vacation but will not deprive him of his vacation pay for the additional week or weeks. Employees wishing payment for the fifth and sixth weeks of vacation not to be taken, must notify the Company in writing two (2) weeks prior to payment.

18:02 An employee whose employment with the Company is terminated for any reason (other than lay-off) and who has not received his vacation payment in the current calendar year shall receive with his last pay cheque, a vacation payment based on the applicable percentage defined in Paragraph 18:01 of his total earnings for the preceding calendar year. Vacation pay awarded under this section will be for services rendered in the prior year. In addition, he shall receive vacation pay based on the applicable percentage as defined in Paragraph 18:01 of his total earnings from January 1st of the current calendar year until his termination date. Vacation pay awarded under this section will be for services rendered in the current year. An employee who has received his

vacation pay during the current calendar year will receive with his last pay cheque the applicable percentage as defined in paragraph 18:01 of his total earnings from January 1st of the current year until his termination date. Vacation pay awarded under this section will be for services rendered in the current year.

The estate or beneficiary of a deceased employee shall be paid a vacation payment in accordance with the provisions of this section.

A) A laid-off employee shall receive prior to the plant vacation period a vacation payment based on the applicable percentage defined in Paragraph 18:01 of his total earnings for the preceding calendar year.

18:03 All employees will receive their vacation pay prior to the vacation period. The Company will provide the employees with their vacation pay for the period of the vacation to be taken on the last pay period prior to the commencement of their vacation. The employee will give two weeks written notice, if possible.

18:04 Vacations shall be granted at such time between June 1st and September 1st inclusive as the Company finds most suitable considering the wishes by seniority of the employees and the efficient operation of the plant.

The Company may schedule a shutdown for vacation period. The Company will make reasonable effort to post the time of such vacation period by March 1st of the current year. Vacation dates, however, may be changed by the Company in cases where it is found necessary for the efficient operation or due to emergency conditions.

18:05 Vacations may not be postponed from one vacation period to another and will be forfeited unless completed during the vacation period, except when an employee is required to work during the vacation period, then such employee's vacation shall be completed by December 31st of the current year.

18:06 At the option of the Company any employee or employees may be asked to work during the vacation period and if the employee or employees work during this vacation period they shall be entitled to vacation pay in addition to their regular pay, as provided in Paragraph 18:01 of this Article, except in cases falling under Paragraph 18:05 of this Article.

ARTICLE XIX

Miscellaneous

19:01 Bulletin Boards - The Company agrees to post notices of meetings and other Union business and affairs on bulletin boards provided for such purpose. There shall be one (1) such bulletin board at the north gate and one (1) at the main gate. It is agreed, that such notices must be approved by the Manager of Industrial Relations of the Company, or his designated representatives.

19:02 Health and Safety - The Company will continue to make reasonable and necessary provisions for the health and safety of its employees while employed. Proper safety devices and other necessary equipment shall be provided by the Company in accordance with its present practice. Four (4) representatives of the Union shall be included on the Plant Safety Committee.

19:03 It is understood that where the masculine pronoun is used in this agreement it shall refer to both genders unless the contents of the clause require otherwise.

19:04 "Average Straight Time Hourly Earnings" wherever used in the agreement shall be the average earnings exclusive of overtime and night shift premiums and shall be computed from the second previous pay period prior to the week in which they are to be used. If an employee was absent for this period, the preceding week's pay period shall be used.

19:05 No employee shall be recognized by the Com-

pany as a steward, or as a member of the Executive Board of the Union until the Manager of Industrial Relations has been notified in writing of his status and jurisdiction, by the President, Vice-President, or Secretary of the Union. Each member of the Executive Board shall have at least one (1) year's seniority with the Company and shall be regular employees of the Company during their time of office.

31

19:06 Members of factory management shall not do the work which is normally assigned to direct workers, except for temporary periods in emergencies or in relieving employees for personal time or in instructing employees or in carrying out functions necessary to the fulfillment of their supervisory responsibilities, such as checking workmanship, and quality and running equipment to check on operating problems or maintenance needs. It is recognized that in the performance of experimental and development work on production equipment, it is sometimes necessary for supervision or technical personnel to perform operations for occasional short periods of time in order to "get the feel" of the operation. Direct work by supervisors and technical personnel shall be for the purpose stated above and shall not be for the purpose of displacing direct workers.

19:07 The present Company policy of providing coveralls to female employees, shall be continued for the duration of this agreement.

19:08 The Company shall have the right to place a number of trainees throughout the plant, not to exceed two percent (2%) of the factory enrollment. These trainees will be used for educational and self-training purposes and may be assigned to production equipment for these purposes. The trainee(s) shall not displace a direct worker and may be retained on any one **job** classification for a maximum period of three (3) months.

19:09 The Company agrees to provide adequate relief for normal personal needs in any department where the work requires continuous operation.

19:10 An employee will be given a copy of any discipline notice concerning his conduct at the time it is placed in his personal record. A copy of every discipline notice will be forwarded to the secretary and to the Union President's designated representative by the Personnel Manager of the Company. Disciplinary notices for offenses not repeated within a one (1) year period will be cancelled and not used for disciplinary action, however, they will remain a part of the employee's record for a period of five (5) years and then will be removed and destroyed.

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19:11 The term "Working Days" whenever it appears in the Agreement shall be interpreted to mean normal working days, excluding Saturdays, Sundays and paid holidays unless such specified days are scheduled and worked by a majority of employees.

19:12 For a maximum period of up to four (4) weeks immediately following an incentive rated employee's transfer due to job abolishment, or curtailment of production, or job bid, the guaranteed minimum for productive time provided the employee works at make out effort shall be his actual incentive earnings but not less than the hiring rate for the job classification worked.

19:13 All letters one (1) through seventeen (17) addendums or appendices by title shall form part of the Collective Agreement.

19:14 This Letter (#14) only applies to the occupants of the former classification of Mold Installer and shall cease to exist when the individuals either attain an Ontario Provincial Certification, cease to be an employee of the the Company, or bid to another classification.



ARTICLE XX

Amendments

20:01 Amendments to the Agreement may be made by mutual agreement of both parties. Proposed amendments shall be submitted in writing by the party submitting the change and negotiations on such proposals shall begin within thirty (30) days. During the negotiations and thereafter, if no conclusion is reached, the provisions of this Agreement shall remain in effect.

ARTICLE XX1

Duration and Termination

21:01 Save as the Pension Plan and Service Award Agreement, The Welfare and Insurance Agreement and the Supplemental Unemployment Benefits Plan Agreement and Separation Payment Plan signed between the parties, this Collective Agreement shall be the entire one and shall be effective from the 1st day of April, 1990, and shall continue in force until the 1st day of June, 1993, and for yearly periods thereafter unless written notice is given to either party within ninety (90) days immediately prior to the expiration date or the anniversary date of any yearly period that it is desired to terminate or to amend the Agreement. In the event such notice is given the parties shall commence negotiations within fifteen (15) days thereafter and if such negotiations are not concluded prior to the termination date of this Agreement, it shall continue in full force and effect thereafter until negotiations have been concluded, subject to cancellation by either party upon thirty (30) days' written notice to the other party or until the procedure contemplated by the Labour Relations Act has been completed.

In witness whereof the parties hereto have executed this Agreement this 1st day of April, 1990.

Signed, sealed and delivered in the presence of:

LOCAL 455,
UNITED RUBBER,
CORK, LINOLEUM &
PLASTIC WORKERS OF
AMERICA, AFL-CIO-CLC.

F. Houle
L. Munro
N. Labbe
B. Martin
P. Droblyen
C. Scime International
Field Representative

GENCORP
CANADA INC.
WELLAND,
ONTARIO.

D.E. Servos
D. Whidden
B. Baird
W. Denbesten
S. Thompson

Letter No.1

April 1, 1990

President, Local 455,
United Rubber, Cork & Linoleum
and Plastic Workers of America
214 King Street,
Welland, Ontario.

Dear Sir:

It is the intention of the Company that multiple absentees who are unable to provide satisfactory explanation to the Medical Centre or Personnel Department for their absences will be required to report to the Medical Centre or Personnel Department after each subsequent absence prior to commencing work.

In the event of an employee being told to report to the Medical Centre he will be paid from the time he was scheduled to report provided he is ready and willing to return to work.

The purpose of this visit is to provide an adequate follow up and control of absenteeism.

Multiple absentees will be reviewed with the Union. A "Multiple Absentee" is defined as an employee who has four (4) separate unexcused absences during a seven (7) month period. The multiple absentee who does not lose unexcused time over a five (5) month period will have his name removed from this list (Worker's Compensation cases will be excluded).

The Arbitration decision of November 12, 1986, becomes part and parcel of this letter.

Yours very truly,

D. E. Servos
Manager, Human Resources

Letter No. 2

April 1, 1990

President, Local 455
United Rubber, Cork, Linoleum
and Plastic Workers of America
214 King Street
Welland, Ontario

Subject: Procedure Return to Work After Illness

Dear Sir:

For many years services of a fully equipped Medical Centre have been provided to all employees of *this* Company. From time to time everyone has utilized these services for themselves or in some cases members of their families. Qualified and experienced personnel are available and ready to assist you. With this in-plant service, illnesses are often detected and arrested in the early stages. Complete medical histories for each employee have been compiled and are referred to when needed. The Medical Centre therefore is provided for your benefit.

Due to your record of frequent absences you are hereby advised that you must report to the Medical Centre for clearance before returning to work following any future absences. Your schedule for the first work day that follows such an absence will begin at the time you are scheduled to report to the Medical Centre and are ready and willing to return to your regular job.

To minimize any lost time it is suggested that you contact and clear the Medical Centre in advance of your return to work. If you have obtained clearance from your own doctor, please bring in the certificate at this time.

This procedure will remain in effect until your absentee record has improved to the extent outlined in the letter to the Union President, dated April 1, 1990, at which time you will be notified accordingly. As you are aware the Medical Centre is open from 8:00 a.m. to 4:30 p.m.

Monday to Friday.

Yours very truly,

D. E. Servos
Manager, Human Resources

Letter No. 3

April 1, 1990
President, Local 455
United Rubber, Cork, Linoleum
and Plastic Workers of America
214 King Street
Welland, Ontario

Dear Sir:

As agreed to during these negotiations it is understood and agreed that temporary transfers are exempt from the provisions of Article IX, X, XI of this Collective Labour Agreement.

For a period of up to one (1) work week, in case of temporary curtailment of production necessitating a reduction of an employee or employees on a job the employee or employees affected, shall, if qualified, be temporarily transferred on the following basis:

1. For the first work day or balance of the shift, the employee or employees affected on the job on that shift, shall, if qualified, be transferred to available jobs in the department or plant on that shift.
2. For the second work day or shift and for the balance of that work week, the employee with the least seniority on the job in the department on that shift, shall, if qualified, be transferred to available jobs in the department or plant.
3. If the curtailment of production continues into the following work week the provisions of Article X shall apply to the employee with the least seniority in the department or plant.

4. If the work offered to the employee described in Section 1 and 2 above is hourly rated, he shall receive the hourly rate for that particular **job** to which he is transferred or the hourly rate of his regular job whichever is greater. If offered work on an incentive rated job, he shall receive the hourly rate for that job or the hourly rate of his regular job or his actual earnings whichever is greatest.

Yours very truly,

D. E. Servos
Manager, Human Resources

Letter No. 4

April 1, 1990.

President, Local 455,
United Rubber, Cork, Linoleum
and Plastic Workers of America,
214 King Street,
Welland, Ontario

Dear Sir:

It is understood and agreed that when work is not available on an employee's regular job due directly to a failure of boiler facilities such time lost shall be paid for at an employee's average hourly earnings if offered other work or his actual earnings if greater, provided that the boiler breakdown exceeds two (2) or more hours during the work shift.

If an employee does not work at make out effort he shall be paid only his job hourly rate for the time spent on such other job.

Yours very truly,

D. E. Servos (signed)
Manager, Human Resources

Letter No. 5

April 1, 1990

President, Local 455
United Rubber, Cork, Linoleum
and Plastic Workers of America
214 King Street
Wetland, Ontario

Dear Sir:

It is understood and agreed that every reasonable effort will be made to provide an employee with the opportunity to earn up to the 100 T.U.H. rate by keeping him on incentive operations throughout his shift.

An employee has the right to appeal any decision that is inconsistent with the intent of this letter through the usual grievance procedures.

Yours very truly,

D. E. Servos
Manager, Human Resources

Letter No. 6

April 1, 1990

President, Local 455
United Rubber, Cork, Linoleum
and Plastics Workers of America
214 King Street
Welland, Ontario

Dear Sir:

It is understood and agreed that every reasonable effort will be made by the Company to distribute necessary overtime work in a fair and equitable manner.

To accomplish this undertaking the following sequential procedure shall determine the employee(s) eligible to work the required overtime. A refusal at any one of the sequential steps in this procedure nullifies the employee(s) eligibility for any required overtime work.

1. The employee(s) in the departmental job classification who normally works that shift on the equipment or machine required, including employee(s) temporarily transferred out of the job classification.
2. An employee who has at Company request temporarily transferred for at least three (3) consecutive days to the departmental job classification on the specific shift, on the equipment or machine prior to the overtime work requirement.
3. The senior employee in the departmental job classification who normally works that shift on other comparable equipment or machine.
4. The senior employee in the same departmental job classification who normally works on other shifts.
5. The senior qualified departmental employee who normally works on another job on the shift involved.
6. The senior qualified departmental employee who normally works on another job on other shifts.
7. A qualified employee from another department in the plant.

It is further understood and agreed by the Union that certain emergency conditions may occur that may preclude the above procedure being followed. It is the intention of both parties to minimize this type of case.

Yours very truly,

D. E Servos
Manager, Human Resources

Letter No. 7

April 1, 1990

President, Local 455
United Rubber, Cork, Linoleum
and Plastic Workers of America
214 King Street
Welland, Ontario

Dear Sir:

The Company will subsidize an employee forty dollars (\$40.00) towards the cost of purchase of one (1) pair of leather safety shoes per year for his personal use during his regular working hours. This payment will be made to each employee during the third pay period of January of each year. It shall be mandatory for all employees to wear safety shoes when on Company premises.

Yours very truly,

D. E. Servos
Manager, Human Resources

Letter No. 8

April 1, 1990

President, Local 455
United Rubber, Cork, Linoleum
and Plastic Workers of America
214 King Street
Welland, Ontario

Dear Sir:

As agreed during these negotiations, the Company shall provide gloves on operations that require the use of this hand protective equipment.

The initial pair of gloves shall be supplied at no cost to the employee. Provided the employee returns the worn pair to Stores a replacement pair of gloves shall be at no cost to the employee, otherwise the full cost of the replacement pair shall be borne by the employee.

Current prices of this hand protective equipment shall be posted on the Stores bulletin board.

Yours very truly,

D. E. Servos
Manager, Human Resources

Letter No. 9

April 1, 1990

President, Local 455,
United Rubber, Cork, Linoleum
and Plastic Workers of America
214 King Street
Welland, Ontario

Dear Sir:

The present practices listed below shall be continued for the duration of this Agreement.

1. Replace at no cost to the maintenance tradesman or set-up men any worn or damaged tools.
2. The scheduling of maintenance tradesmen's week-end work as contained in the "Maintenance Week-end Work Schedule".
3. Upon request the Company will cooperate with employees in certifying work experience so as to enable the employee to apply for U.R.W. journeyman card.

Yours very truly,

D. E. Servos
Manager, Human Resources

Letter No. 10

April 1, 1990

President, Local 455
United Rubber, Cork, Linoleum
and Plastic Workers of America
214 King Street
Welland, Ontario

Dear Sir:

For the duration of this Agreement the Company agrees to:

1. Supply seven (7) pairs of pants and shirts purchased by the Company for employees in the following classifications and will be replaced every three (3) years:
Maintenance Trades
2. The Company will continue the present practice of providing and cleaning coveralls to the following classifications:
Mixing
Set-Up
Trucker - Department 101
3. Rainwear will be provided to all employees working outside in inclement weather.
4. The Company will furnish one (1) pair of safety rubber boots to Janitors for use when working outside in inclement weather or washing down the shower room area. These rainwear boots will be made available through the Stores and returned to the Stores when not being used.

Yours very truly,

D E. Servos
Manager, Human Resources

Letter No. 11

April 1, 1990

President, Local 455
United Rubber, Cork, Linoleum
and Plastic Workers of America
214 King Street
Welland, Ontario

Dear Sir:

During the 1987 contract negotiations the Company and Union have been discussing the desirability of converting some incentive jobs to an hourly rate. The parties agree that there may be some merit in doing so especially in connection with cycle or machine controlled operations. Because of the complications involved the parties agree to establish a joint committee within 30 days of ratification. This committee shall consist of three (3) Union appointees and three (3) company appointees to investigate these matters and to implement the changes where the committee agrees a change should be made subject to membership approval.

Compensation for time spent on subject matter shall be paid at average hourly earnings.

Yours very truly

D E Servos

Manager Human Resources

Letter No. 12

April 1, 1990

President, Local 455
United Rubber, Cork, Linoleum
and Plastic Workers of America
214 King Street
Welland, Ontario

Dear Sir:

Until all employees on layoff are offered recall, the weekend crew will not be utilized in a department unless the department is being worked to capacity on a five (5) day basis.

Employees on layoff who refuse an offer of weekend crew work will retain their seniority rights on all recall lists. These employees will not be offered weekend crew work again unless they give thirty (30) days notice that they wish to be considered again for weekend crew.

Employees on layoff who accept an offer of weekend crew work, will regardless of any other language, retain their seniority rights to return to the regular work force.

Yours very truly,

D. E. Servos
Manager, Human Resources

Letter No. 13

April 1, 1990

President, Local 455
United Rubber, Cork, Linoleum
and Plastic Workers of America
214 King Street,
Welland, Ontario

Dear Sir:

As agreed to during these negotiations it is understood and agreed that Clause 9:09 of Article IX shall be handled in the following manner.

When an employee is permanently disabled as a result of his employment with the Company and medical documentation of the employee's restrictions has been provided to the Company, and no job has been found by the Company which the employee can perform, a Joint Committee consisting of the President, Vice President of the local Union, the Manager, Human Resources and the Company Safety Representative, shall meet and determine what jobs the employee is capable and qualified to perform in the plant.

The employee shall be placed on said job, if a vacancy exists at that point in time. If no vacancy exists the employee shall be placed on layoff until a job vacancy he is capable of performing becomes available. If, during this layoff period, the employee receives compensation other than pension benefits due to his disability, he shall continue to accrue seniority for this period of time.

The vacancy described herein shall *not* be posted, in accordance with Article XI of this Agreement.

Yours very truly,

D. E. Servos
Manager, Human Resources

Letter No. 14

April 1, 1990

President, Local 455
United Rubber, Cork, Linoleum
and Plastic Workers of America
214 King Street
Welland, Ontario

Dear Sir:

Classification: Mold Installer Advanced

Rate: Last level attained in the progressions rate.

Duties: Border lining maintenance and department set up all duties performed by the former classifications of Mold Installer within Department 6, including trouble shooting within valve system. Maintaining valves, stop-blocs, steam regulators, etc. pertaining to soft rubber mold installing in good operating condition.

Restrictions: Department 6 only: not included in any trade inequities unless specifically stated. Minimal welding, burning and rigging to be performed under the direction of maintenance supervision.

Yours very truly,

D. E. Servos
Manager, Human Resources

Letter No. 15

April 1, 1990

President, Local 455,
United Rubber, Cork, Linoleum and
Plastic Workers of America,
214 King Street,
Welland, Ontario

Dear Sir:

The Company recognizes the difficulties that may be created when temporarily transferring an employee to a different shift. The Union recognizes the importance of maintaining productivity, quality and safety standards. Accordingly within this understanding the Company will make every reasonable effort to minimize this problem.

Yours very truly,

D.E. Servos,
Manager, Human Resources.

LETTER OF UNDERSTANDING

Letter No. 16

April , 1990

President, Local 455
United Rubber, Cork, Linoleum and
Plastic Workers of America

Dear Sir,

During the 1990 negotiations, the Company and the Union have agreed to form a joint task force, whose specific assignment will be to review the Incentive System as outlined in Article XIII.

This committee will be made up of six (6) members, three (3) members from the Union and three (3) members from Management.

This committee shall be required to present its recommendations to the Company Bargaining Committee and the Union Bargaining Committee.

Any decision to act upon or not act upon the Task Force recommendations will be the sole responsibility of the joint bargaining committee.

Yours very truly,

D. E. Servos,
Manager, Human Resources.

Letter of Intent No. 17

April 1, 1990

President, Local 455,
United Rubber, Cork, Linoleum and
Plastic Workers of America,
214 King Street,
Welland, Ontario

Dear Sir:

Any bargaining unit employee who accepts a temporary transfer to act as a Production Supervisor for training purposes, vacation, sick replacement or overtime replacement shall have the responsibility for directing the work force in regards to - job assignments, quality of work, proper process controls in effect, adherence to specifications, scheduling of overtime, replacement employees to cover for absenteeism, shift reports, time cards, S.P.C. requirements, maintenance requirements. Their authority will not extend into the disciplinary procedure.

The intent of these assignments is to allow those interested employees to increase their overall knowledge with "hands on" responsibility in an industrial environment.

Yours very truly,

D. E. Servos,
Manager, Human Resources

WAGE SCHEDULE "A"
Production
Group "A"

57-A
/

Classification	Hiring Transfer Rate: Hour	Base Rate Hr. Includes % Block	Job Hourly, Training Rate Operations Code 431 & 423	Job Hourly Rate Incentive Operations Code 431 & 423	80 True U.H.R. Expectancy	95 True U.H.R. Limit	100 True U.H.R. Limit
Banbury Operator	10 42	7.4475	11 350	8 316	10.551 (85)	11.790	12.413
Banbury Mill & Compounder	10 42	7.3950	11 280	8 258	10.476 (85)	11 710	12.325
95 Banbury Compounder Serv	10 42	7.3950	11 280	8 258	10.476 (85)	11.710	12.325
Open Mill Mixing	10 42		11 230				
Open Mill Compounder	10 42		11 300				
Trucker	10.42		10 920				
Extruding Machine Operator	10 42	7.1650	10 590	8.001	9.553	11 345	11 942
Warm-up Mill	10 42	7.1400	10 560	7.973	9.520	11 305	11 900
Extruding T/O Helper	10 42	7.0880	10 490	7.906	9.440	11 210	11 800
Extruding T/O Checker	10.42	7.1650	10 590	8.001	9.553	11 345	11 942
Prod Repair & Sand Blast	10 42	7.0800	10 490	7.906	9.440	11 210	11 800
Phosphate & Sew Optpr	10 42	7.1650	10 600	8.001	9.553	11 345	11 942

MRG Molder	10 42	7 1650	10 600	8 001	9 553	11 345	11 942
Mold Technician	10 42	7 1650	10 600	8 001	9 553	11 345	11 942
Utility Operator	10 42		10 820				
Vulcanizer Operator	10 42	7 1175	10 490	7 948	9 490	11 270	11 863
Dry Cure	10 42	7.0800	10 490	7 906	9 440	11 210	11 800
Service Operator	10 42		10 560				
Department Set-Up	10 42		11 200				
Dry Ice Tumbling	10 42	7.2000	10 650		9 600	11 400	12 000
Screen Tumbling	10 42	7.2000	10 650		9 600	11.400	12 000
General Labour	10.42	7.0800	10.490		9 440	11 210	11 800
				8 040			
S Q C Inspector	10.42		11 020	8 040			
Lift Truck Operator	10 42		10 970	7 906			
Scale Counter Raw	10 42		10 870				
Material Rec & Hdig	10 42		10 820				
Shipping	10 42		10 920				
S.P.C			11 940				

WAGE SCHEDULE "A"
Production
Group "B"

Classification	Hiring/ Transfer Rate/ Hour	Base Rate/Hr. Includes % Block	Job Hourly/ Training Rate Day Work Operations Code 431 & 423	Job Hourly Rate Incentive Rated Operations Code 431 & 423	80 True U.H.R. Expectancy	95 True U.H.R. Limit	100 True U.H.R. Limit
Group I							
Join Block Press Operator	10.14	6.8650	10.230	7.666	9.154	10.870	11.442
Group II							
Brown-Boggs Press Operator	10.14				9.120	10.830	11.400
Sorters	10.14				9.120	10.830	11.400
General Finishing	10.14				9.120	10.830	11.400
Misc. Labour	10.14				9.120	10.830	11.400
Product Repair	10.14						
Group III							
Tobacco Cutter (Manual)	10.14	6.9025	10.280	7.708	9.204	10.930	11.504
S/B Assembly Operator	10.14	6.9025	10.280	7.708	9.204	10.930	11.504

8

**WAGE SCHEDULE
Group A**

Classification	Hiring Rate	180 Days	270 Days	360 Days
Draftsman 1 1	\$ 11.55	\$ 11.80	\$ 12.05	\$ 12.55
Draftsman 1	\$ 10.05	\$ 10.20	\$ 10.35	\$ 10.55
Q.C. Engineer	\$ 10.30	\$ 10.55	\$ 10.80	\$ 11.30
Lab Technician 1 1	\$ 10.80	\$ 11.05	\$ 11.30	\$ 11.80
Lab Technician 1	\$ 10.05	\$ 10.30	\$ 10.55	\$ 10.80
Production Scheduler 1 1	\$ 10.80	\$ 11.05	\$ 11.30	\$ 11.80
Production Scheduler 1	\$ 9.40	\$ 9.60	\$ 9.75	\$ 9.90
Storekeeper	\$ 10.05	\$ 10.30	\$ 10.55	\$ 10.80
Compound Tester	\$ 9.40	\$ 9.60	\$ 9.75	\$ 9.90

69

Group B

Computer Operator	\$ 9.80	\$ 9.95	\$ 10.10	\$ 10.30
Senior Clerk	\$ 10.56	\$ 10.71	\$ 10.86	\$ 11.06
Data Entry	\$ 9.09	\$ 9.34	\$ 9.39	\$ 9.59
Purchasing Clerk	\$ 9.80	\$ 9.95	\$ 10.10	\$ 10.30
Cost Clerk	\$ 8.80	\$ 8.95	\$ 9.10	\$ 9.30
Accounts Receivable	\$ 10.06	\$ 10.26	\$ 10.41	\$ 10.56
Accounts Payable	\$ 10.06	\$ 10.26	\$ 10.41	\$ 10.56
Switchboard Operator	\$ 9.09	\$ 9.34	\$ 9.39	\$ 9.59
Production Clerk	\$ 10.06	\$ 10.26	\$ 10.41	\$ 10.56

WAGE SCHEDULE
SKILLED TRADES AGREEMENT

Mechanical
Maintenance

Lead Hand	\$14.39/hour	
1st. Class Progression Rates	Starting Rate	\$13.56/hour
	Three (3) Months	\$14.02/hour

2

This Skilled Trades Agreement has been developed in cooperation between Gen Corp Canada Inc., Welland, Ontario, known as The Company and Local 455, United Rubber, Cork, Linoleum and Plastic Workers of America, known as The Union.

1. Purpose: The purpose of this write up is:

- (A) To lay down rules and regulations for working in the Maintenance Department.
- (B) To enable the Maintenance Department to maintain plant facilities in good operating condition thus keeping equipment downtime to a minimum. With this in mind, complete co-operation and assistance between Supervisory and Trade Groups a paramount necessity.

2. General:

The parties agree that the Maintenance Department shall participate in any Company sponsored training programs during normal working hours.

It is recognized that courses during an employee's regular working hours will be paid for at their hourly rate. Courses may also be offered outside the employees normal working hours and shall be paid as follows:

ATTENDANCE MANDATORY - Employee paid his applicable rate of pay including premiums.

ATTENDANCE VOLUNTARY - Employee paid his applicable rate of pay.

71

3. Definitions: QUALIFICATIONS FOR SKILLED TRADESMAN

A skilled tradesman must possess a current Ontario Certificate of Qualification in the Trade applied for or on the date of ratification is presently working on a listed trade classification and receiving the top rate for such classification.

WAGE SCHEDULE
SKILLED TRADES AGREEMENT

4. Trade Classifications and Qualifications:

A skilled tradesman will be classified as one of the following and possess the Ontario Certificate of Qualification in his respective trade.

Skilled Trades as specified by Ontario Provincial certification shall be but not limited to the following:

INDUSTRIAL MECHANIC-MILLWRIGHT
ELECTRICIAN
PLUMBER
MOTOR VEHICLE MECHANIC
GENERAL CARPENTER

The Company and Union agree that in the event of an emergency a skilled tradesman may be requested to perform duties outside of his classification if insufficient tradesmen are available on shift in the category in which such emergency arose.

The definition of an emergency shall consist of one or more of the following conditions:

1. Equipment conditions which threaten the safety of Personnel and safe alternatives are not available.
2. Breakdown or failure of production equipment which will cause excessive reduction and/or shutdown of production.

- 3 Equipment conditions which will cause major breakdown if not repaired immediately. In this situation the Engineering and Maintenance department normally initiate the shutdown of the equipment.

By the same token the job descriptions shall not be construed or intended to confine or restrict the trade duties to the detriment of the Company's obligation to operate the business efficiently

**WAGE SCHEDULE
SKILLED TRADES AGREEMENT**

It is recognized that the Company will continue to supply any additional tools and equipment in addition to that recommended for each trade. Every endeavour must be made to maintain these tools and equipment.

25/10-1

EXTRUDED DIE MAKERS APPRENTICE AND APPRENTICE MAINTENANCE TRADESMAN

When apprenticeship vacancies exist the Company will post a memo and furnish the membership with a list of qualifications required to become eligible for this position and must submit in writing their interest to the Personnel Department.

The Company will maintain the right to select the candidate for apprenticeship from the submissions.

The Company will furnish the Skilled Trades Maintenance designate with documents indicating the apprentices progression
The Company will credit the apprentice with all hours worked and while attending night school or day class training but shall not be compensated for schooling hours
The Company will accredit the apprentice with previous experience from former employers providing proper documentation can be provided.

Upon completion of 8000 hours the Company will subsidize the apprentice with \$250.00 for tool allowance

GROUP "A"

STARTING RATE -	\$12.28 per hour
1st. 750 hours -	\$12.77 per hour
2nd. 750 hours -	\$12.83 per hour
3rd. 750 hours -	\$12.88 per hour
4th. 750 hours -	\$12.95 per hour
5th. 750 hours -	\$13.04 per hour
6th. 750 hours -	\$13.12 per hour
7th. 750 hours -	\$13.20 per hour

There shall be a six (6) months review of classification by Supervisor.

Tool and Die Makers final year of progression through the Apprentices Program

On completion of the seventh level of the apprenticeship- rate	\$13.86
Three months	\$13.96
Six months	\$14.06
Nine months	\$14.16

APPRENTICE MAINTENANCE TRADES

Upon completion of the seventh level of the apprenticeship program progression through the final year of the apprenticeship program \$13.56

Three months	\$13.67
Six months	\$13.78
Nine months	\$13.89
Twelve months	\$14.02

Handwritten initials/signature

**WAGE SCHEDULE
SKILLED TRADES AGREEMENT**

NOTE: To warrant increases in the above rate schedule, the Apprentice's Progress must be satisfactory in the Opinion of Technical and/or Maintenance Manager. If proper progress is not shown by the apprentice, rate increases may be held in abeyance for a maximum of two (2) 750 hour periods. In the event this situation occurs, it could be considered that the apprentice has not proven himself suitable for this work and liable for discharge.

It is understood that The Company cannot guarantee steady work. **but** will make every reasonable effort to supply the same.

75

TOOL AND DIE MAKER

STARTING RATE
THREE (3) MONTHS

**\$13.86/HR.
\$14.16/HR.**

JANITOR'S RATE

**\$10.49/HR
\$10.67/HR JOB HOURLY RATE AFTER
ONE (1) MONTH**

WAGE SCHEDULE
SCHEDULE OF INCREASE ON PROGRESSION RATES

PRODUCTION

76

Classification	Hiring Rate	After One (1) Work Month From Hiring Date	After Three (3) Work Month From Hiring Date	After Four (4) Work Month From Hiring Date	Job Hourly Rate (day Work Operation) 10/1/88	10/1/89
Banbury Operator	10.42	11.02	ON MERIT	11.35	11.350	
Banbury Mill	10.42	11.02		11.28	11.280	
Banbury Compounder	10.42	11.02		11.28	11.280	
Open Mill mixing	10.42	11.08			11.230	
Open Mill Compounding	10.42	11.04		11.30	11.300	
Working Group Leader	10.42		ON MERIT		10.950	
Utility Operator	10.42	10.77	10.82		10.820	
Sei-Up	10.42		ON MERIT	11.15	10.820	
S.Q.C. Patrol Inspector	10.42		ON MERIT		10.620	
Lift Truck Driver	10.42	10.77	ON MERIT		10.970	
Scale Counter	10.42	10.78	10.87		10.870	
Transport Driver (Tandem)	10.42	10.97	11.37		11.370	

MEMORANDUM OF AGREEMENT

Subject! Week-end Work Crew

This Memorandum of Agreement is supplemental to the Agreement entered into by and between Local 455, United Rubber, Cork, Linoleum and Plastic Workers of America, and GenCorp Canada Inc., Welland, Ontario.

The parties agree that it is in their mutual interest to ensure that the Company remains competitive and reaches the highest levels of productivity possible. To this end the following understanding is entered into.

The signing of this Memorandum of Agreement and the understandings contained therein shall supersede certain provisions of the Collective Bargaining Agreement only as they apply to employees employed as part of the week-end crew. It is understood that this Agreement is necessary to clarify the conditions and terms of employment under which individuals will work on week-end crews.

It is the Company's intent to employ the week-end crew for the shifts outlined below. If a week-end crew employee is to be transferred to a Monday to Friday operation, the Company will discuss the reason for the transfer with the Union. No transfer shall take place without the Union Bargaining Committee's agreement.

The Company at its sole discretion may institute week-end work shifts. The Company may unilaterally at any time discontinue such week-end work shifts. The normal hours of work for individuals assigned to these shifts would be twelve (12) hours per day and twenty-four (24) hours per week. Employees who work their normal work week would earn twenty-four (24) hours pay per week and such pay would be calculated as follows:

Twelve (12) hours straight time pay for Saturday work.

Twelve (12) hours straight time pay for Sunday work.

Probationary Period

No seniority rights are recognized during the first six (6) months which shall be the probationary period of the

new employees. On completion of the probationary period seniority shall extend back to date of hire.

- A) Where warranted the probationary period may be extended by mutual agreement between the Company and the Union in advance of the scheduled expiration of the employee's probation period.

Due to the unique character of the week-end crew, certain benefits and provisions of the Agreement between the parties will be applied in a different manner as regards to week-end crew employees.

Week-end work crew vacancies shall be posted for bid, but openings will be awarded to the most senior qualified employees in each classification. Under the terms of this Agreement it is understood that "qualified" shall be interpreted to mean fully qualified for pay purposes, therefore, only fully qualified employees may exercise a shift bid or preference to the week-end work crew.

Due to the unique character of the week-end work crew employees, those employees assigned to the week-end crew will be so assigned for a minimum period of six (6) months and will not be allowed to exercise bid rights or shift rights for that period. The illustration below perhaps best explains the concept.

Normal Work Week	Week-End Crew
Fully qualified on ----->	Same job
job (At top rate)	
Same job classification <-----	After 6 months
	on same job on
Another job classification <-----	week-end shift

Employees may exercise shift preference or bidding rights when vacancies occur except no week-end work crew employees will be allowed to bid on vacancies which occur on the week-end crew in other classifications. Such employee will have first right to transfer to the regular shift **schedule**. If a transfer of an employee

occurs from the week-end operation to the regular Monday to Friday operation he will accrue service for pension and vacation benefits as provided by the provisions of the Collective Agreement. Weekend Work Crew employees will not be eligible to transfer to the Monday to Friday Operation while Monday to Friday employees are waiting recall from layoff.

Due to the character of the work involved, it is anticipated that no inexperienced personnel will be assigned to the week-end work crew. Employees on the week-end crew will be permitted to trade shifts with other week-end crew personnel only with the permission of the supervisor.

Should an employee be declared surplus and forced to leave his classification or department in accordance with lay-off procedure, it is understood that the employee may at his discretion displace a week-end work shift employee only if he/she is fully qualified.

Compensation

Employees working on the week-end work crew will be paid in accordance with the rate structure established at the plant. Pay cheques will be distributed on Saturday of each work week.

Employees of the week-end work crew will normally work a twelve (12) hour shift on Saturday and Sunday.

Payment for overtime hours worked by week-end crew employees will be paid at the rate of time and one-half for hours worked in excess of twelve (12) on Saturday and Sunday and in excess of forty (40) in a work week. In addition, time and one-half shall be paid for all hours worked in excess of eight (8) in any work day during the first five (5) days of the work week (Monday through Friday).

Double time will be paid for all work performed on holidays. There will be no pyramiding of overtime.

Shift premium -- for hours worked between eleven (11:00) p.m. to eleven (11:00) a.m. there shall be paid a

thirty-six cents (36c) shift premium per hour.

A week-end crew employee reporting for work who has failed to receive notice not to report and receives less than one-half the normal work day shall be paid for not less than one-half the normal work day at his average hourly earnings subject to the provisions of Paragraph 15:02.

A week-end crew employee called in at a time other than his regular shift by reason of emergency work shall receive at least six (6) hours pay at the straight-time rate if called in on Saturday or Sunday.

Lunch and break periods for the week-end crew will be recognized on the basis of two (2) break periods of fifteen (15) minutes and one thirty (30) minute lunch period.

Benefits

Due to the unique character of the week-end crew, Statute Benefits will be applicable only. Statute Benefits shall be as follows: Unemployment Insurance Commission, Canada Pension Plan, Worker's Compensation. Company will also pay 40% of the Ontario Hospital Insurance Plan Premium. No other benefits covered by the Collective Agreement shall apply to the week-end crew employees.

Holiday Pay

Employees of the week-end crew will receive nine (9) hours pay at average hourly earnings for nine (9) statutory holidays, namely, New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day, in lieu of having holidays off. Should a holiday fall on Saturday or Sunday and be celebrated on such day in accordance with the Agreement, week-end employees will be required to work on such a holiday and will receive a normal work day pay at average hourly earnings and the holiday premium for such work.

The normal holiday eligibility requirements of the Agreement shall apply to week-end work crew personnel.

Vacation

Employees assigned to the week-end work crew with the exception of maintenance personnel will be required to take vacation during the scheduled plant shutdown. Should their vacation eligibility exceed the shutdown period, they will be paid vacation pay in lieu of time off for additional vacation periods.

When an employee has been unable to work during a portion of the preceding year owing to sickness (excepting pregnancy) or injury not covered by the Worker's Compensation Act and for these reasons only, his vacation pay calculated in accordance with this clause is less than one hundred and fifty dollars (\$150.00) per week the vacation pay to which he is entitled will be increased to the above minimum, provided he has worked a minimum of three (3) months in the vacation year.

Jury Duty

Week-end work crew employees are ineligible for jury duty pay unless they are specifically required to serve on jury duty on their normal week-end scheduled days of work. In such cases, the provisions of Paragraph 15:05 shall apply.

Funeral Leave

Should a week-end work crew employee suffer a death in his family in accordance with Paragraph 15:07 the employee shall be entitled to sixteen (16) hours of straight time pay should the funeral occur Monday through Friday. If the funeral should occur on his regular shifts (Saturday-Sunday) he shall be compensated for twenty-four (24) hours. Such pay shall not be considered as time worked for overtime purposes.

In witness thereof, the parties hereto, by their duly authorized representatives, have executed this Agreement at Welland, Ontario, on the 1st day of April, 1990.

LOCAL 455, UNITED RUBBER, CORK, LINOLEUM AND PLASTIC WORKERS OF AMERICA, AFL-CIO-CLC.	GENCORP CANADA INC. WELLAND, ONTARIO
---	---

F. Houle	D.E. Servos
L. Munro	D. Whidden
N. Labbe	B. Baird
B. Martin	W. Denbensten
P. Droblyen	S. Thompson
C. Scime International Field Representative	

Subject: Continuous 6-2/3 Day Schedule

This Memorandum of Agreement is supplemental to the Agreement entered into by and between Local 455, United Rubber, Cork, Linoleum & Plastic Workers of America, Welland, Ontario, and GenCorp Canada Inc., Welland, Ontario on the 1st day of April, 1990.

In order to provide the Welland plant the opportunity to become efficient and competitive, the Company and the Union agree to enter into the following Memorandum of Agreement.

The purpose of this Agreement as signed by both parties will serve to outline the conditions of work in relation to the 6-2/3 days four (4) crew rotating schedule.

Based on this Memorandum of 6-2/3 days four (4) crew rotating schedule the following conditions will apply

Implementation

The Company reserves the right, at its sole discretion,

to place any or all job classifications, as is necessary, on a 6-2/3 days four (4) crew rotating schedule. However, should it become necessary the Company reserves the right to discontinue such schedule at its sole discretion.

Hours of Work

The normal working hours shall be eight (8) hours per day and forty (40) hours per week. The normal work week shall be from eleven (11:00)p.m. Sunday to eleven (11:00)p.m. the following Sunday. The Company shall reserve the right to schedule employees on the open shift as per production and maintenance requirements dictate.

Overtime

The Company will pay time and one half for all hours worked in excess of eight (8) in one twenty-four (24) hour period or forty (40) straight time hours in any work week. Hours that are not worked due to Union leave of absences or other approved leave of absence shall be counted as time worked for purposes of computing weekly overtime payment.

Designated Holiday

Should a designated holiday fall on an employee's scheduled work day the holiday will be worked, if required, and the employee will be compensated accordingly in lieu of time off. If a designated holiday falls on an employee's scheduled day off he will not receive a day in lieu neither shall the hours paid be used for the purpose of computing weekly overtime payment.

Vacation

A calendar ~~week~~ Sunday through Saturday will be the

vacation schedule for the 6-2/3 four (4) crew rotating schedule.

The signing of this Memorandum of Agreement and the understanding contained therein shall supersede certain provisions of the Collective Labour Agreement only as they apply to the employees employed as part of the 6-2/3 day four (4) crew rotating schedule.

In witness thereof, the parties hereto, by their duly authorized representatives, have executed this Agreement at Welland, Ontario, on the 1st day of April, 1990.

LOCAL 455,
UNITED RUBBER, CORK
LINOLEUM AND PLASTIC
WORKERS OF AMERICA,
AFL-CIO-CLC

GENCORP
CANADA INC.
WELLAND,
ONTARIO

F. Houle
L. Munro
N. Labbe
B. Martin
P. Droblyen
C. Scime International
Field Rep.

D.E. Servos
D. Whidden
B. Baird
W. Denbesten
S. Thompson

WELFARE & INSURANCE

WELFARE AND INSURANCE

AGREEMENT

between

GENCORP CANADA INC.

**LOCAL UNION NO. 455 OF THE
UNITED RUBBER, CORK,
LINOLEUM AND PLASTIC
WORKERS OF AMERICA
AFL-CIO-CLC**

April 1, 1990

AGREEMENT FOR INSURANCE BENEFITS

Welfare and Insurance Agreement between GenCorp Canada Inc. and Local Union No. 455 of the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO-CLC, April 1, 1990.

ARTICLE I

Insurance Program

The Insurance Program described herein shall be made effective for all hourly employees represented by the Union, (such employees and all other employees hereafter represented by the Union being hereinafter referred to as the "Employees"), on April 1, 1990.

Section 1. Group Life Insurance and Non-Occupational Accidental Death and Dismemberment Insurance.

- A. The Company will provide without cost to the employees;

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1. Life Insurance Benefits of \$23,000 for each regular full-time employee.
2. Non-Occupational Accidental Death and Dismemberment Insurance Benefits of \$23,000 for each regular full-time employee, beginning on the date this program becomes effective, or, the date following the date on which he completes three (3) months of accumulated service, whichever is later, provided that an employee not actively at work on the date his coverage would otherwise become effective, would immediately become insured upon return to active employment with the Company: provided, however, that employees already covered under the terminated insurance program shall be insured hereunder for the amount of Life Insurance and Accidental Death and Dismemberment Insurance Benefits in effect under the terminated plan, until they return to active employment.
3. The foregoing shall not be construed to exclude coverage for employees who are on vacation, leave of absence for local Union activities, in an official representative capacity, or who are working less than their standard shift.
4. There will be no duplication in whole or part in payment of benefits under the terminated Insurance Program and the Insurance Program of April 1, 1990.

B. The full amount of Accidental Death and Dismemberment Insurance Benefits shall be payable if a non-occupational accident causes the loss of:

Life	One Hand and One Foot
Both Hands	One Hand and Sight of One Eye
Both Feet	One Foot and Sight of one Eye
	Sight of Both Eyes

One-half of such amount shall be payable if a non-occupational accident causes the loss of one hand, one foot, or the sight of one eye; provided, however,

that the full amount will be paid only once to or on account of any employee. The loss must occur within *six* (6) months after the accident to qualify for benefits.

C. Unless otherwise specifically provided in this Paragraph C, all insurance coverage under this Section 1 shall cease on the date of termination of an employee's regular active employment with the Company regardless of the reason therefor. Exceptions shall be made with respect to such cessation of coverage only in the following cases to the extent indicated:

1. During an authorized leave of absence, except for military service coverage under this Section 1 will be continued for a period not to exceed ninety (90) days, except that coverage under this Section 1 shall be continued in force during the period of any leave of absence granted by the Company for Union activities for those employed by a local Union in an official or representative capacity.

(A) In the event of lay-off:

(I) An employee who is not eligible for Supplemental Unemployment Benefits will have his Life Insurance Coverage and Non-Occupational Accidental Death and Dismemberment Insurance Coverage continued to the end of the calendar month following the month during which lay-off occurs and

(II) an employee who is eligible for Supplemental Unemployment Benefits will have his life insurance and Non-Occupational Accidental Death and Dismemberment Insurance Coverage continued until the last of the weekly Supplemental Unemployment Benefits with respect to such lay-off is paid or until the expiration date of six (6) months from the date of the lay-off whichever is the shorter period

- (III) If an employee is laid off and is already in receipt of weekly accident and sickness benefits under this Agreement, the Life Insurance and Non-occupational Accidental Death and Dismemberment Insurance in respect to such employee, shall continue for the period to which he is entitled under Article 1-Section II of this Agreement but he shall not be entitled to any additional extension of his coverage during the period of lay-off.
 - (IV) An employee will have the privilege of continuing his Life Insurance and **Non-occupational** Accidental Death and Dismemberment Insurance Coverage at his expense at the prevailing group rates for a period of twelve (12) months from the date his coverage would otherwise have been discontinued.
2. The Life Insurance (but not the Accidental Death and Dismemberment Insurance) coverage of a covered employee, who becomes totally disabled for employment after he has completed ten (10) or more years continuous service for the Company, and who does not receive a service award, will be continued in the full amount until age 65. Evidence of continued total disability must be provided by the Employee at any time. If such employee receives a service award, Life Insurance coverage will be continued in the amount of \$2,500.
 3. The Life Insurance (but not the Accidental Death and Dismemberment Insurance) coverage of an insured employee who becomes totally disabled for employment before he has completed ten (10) years of continuous service for the Company, and who does not receive a service award, will be continued in the full amount for the period of such disability not to exceed the period of employment

completed prior to such disability and in no event to exceed five **(5) years**. Evidence of continued total disability must be provided by the employee at any time. If an employee receives a service award after completing at least five (5) years but less than ten (10) years service, Life Insurance coverage will be continued in the amount of **\$2,500**.

4. The Life Insurance (but not the Accidental Death and Dismemberment Insurance) coverage of a covered employee who is retired on his normal retirement date or special early retirement or on early retirement under the the Company's Pension Plan and is entitled to a pension thereunder will be continued thereafter only in the amount of **\$8,000**.
 5. The Life Insurance (but not the Accidental Death and Dismemberment Insurance) coverage of a covered employee who is retired under the Company's Pension Plan before his normal retirement date because of permanent disability (as defined in said Pension Plan) will be continued in the full amount until the employee attains his normal retirement date: thereafter his Life Insurance (but not the Accidental Death and Dismemberment Insurance) coverage will be continued in the amount of **\$8,000**.
 6. The terminated Life Insurance is continued for a thirty-one (31) day period during which application and payments of required premiums by the employee can be made to the Insurance Company to convert any part but not less than **\$500** of the full amount of terminated Life Insurance. The converted policy will be the type customarily issued by the insurance carrier, except term insurance or a policy containing Disability Benefits.
- D. Survivor Income Benefit Insurance
- (A) Transition Survivor Income Benefit.
The Company agrees to provide (to other than a

retired employee) Transition Survivor Income Benefit Insurance in the amount of \$450.00 per month for a period up to a maximum of twenty-four (24) months. Such Transition Survivor Income Benefit Insurance shall be in force only after an employee has had one year of continuous service with the Company and while he is insured for Non-Occupational Accidental Death and Dismemberment under Article I Section 1-A-2, and only while he has at least one eligible dependent.

(B) Payment of Transition Survivor Income Benefit. In the event of death of an insured employee from any cause, benefits shall be payable monthly commencing on the first day of the calendar month following the death of the employee, and on the first day of each month thereafter until twenty-four (24) such payments have been made or until there are no eligible survivors in any class of eligible survivors, if earlier. In no event will the maximum amount payable on account of the death of any employee exceed \$450.00 per month or \$10,800.00 in total. Payments shall be made to the eligible survivor or in equal shares to the eligible survivors in the first of the classes of survivors set forth in subsection (C) herein in which there is an eligible survivor or survivors.

(C) Classes of Eligible Survivors.

The classes of Eligible Survivors (also referred to herein as Eligible Dependents) and the order of qualifying for benefits are as follows:

Class A: The spouse of a deceased employee, but only if legally married to the deceased for at least one (1) year immediately prior to this death or was a common law spouse for no less than one (1) year immediately prior to this death.

Class B: Any child of the deceased employee, who, at the time a transition Benefit first becomes payable to him, is both unmarried and under twenty-one (21) years of age, but such child shall cease to be a Class B Eligible Survivor upon marrying or reaching his twenty-first birthday.

Class C: A parent of the deceased employee for whom the employee had during the calendar year preceding the employee's death, provided at least fifty percent (50%) of the parent's support.

(D) Sequence of Payment

Payments shall be made to the eligible survivors as set forth in Subsection (C) above in the following order:

(I) Class A Eligible Survivors.

If a Class A Eligible Survivor dies or becomes ineligible prior to the payment of the maximum number of twenty-four (24) benefit payments, the right to any remaining payments shall pass in equal shares for the balance of the maximum number of payments to any surviving children who then qualify under Class B or, if there are none, then in equal shares for the balance of the maximum number of payments to any surviving parents who then qualify under Class C.

(II) Class B Eligible Survivors.

If, after having qualified under Class B, a child marries, or dies, or attains age twenty-one (21), any remaining payments shall be divided equally among any surviving children who continue to qualify under Class B. After the last child marries, dies, or attains, age twenty-one (21). any remaining pay-

ments shall be divided equally among any surviving parents who then qualify under Class C.

(III) Class C Eligible Survivors.

If more than one (1) parent qualifies under Class C and either parent dies, any remaining payments shall be payable to the surviving parent.

(IV) No Eligible Survivor.

If no Eligible Survivor of the employee qualifies in any class on the first of the month following the death of the employee, no payments will be made hereunder. Once begun, payments will cease when there is no eligible survivor in any class.

(E) For the Eligible Class A survivor of an employee who was actively at work on or after April 1, 1990 and who died since that date, the amount of the transition survivor benefit shall be \$450.00 per month reduced by the amount of any survivor's Disability or Retirement Benefit payable under the Canada Pension Plan or by any Old Age Security Benefits payable under the Old Age Security Act in accordance with the terms of such plan and acts as may be now in effect or hereafter amended; provided that in no event shall the monthly Transition Survivor Benefit be reduced below the sum of \$200.00.

For the Eligible Class B or Class C Survivor or Survivors of an employee who was actively at work on or after April 1, 1990 and who has died since that date, the amount of the Transition Survivor Benefit shall be \$450.00 for any month for which no Eligible Survivor or Survivors of the deceased employee is or are entitled to a Survivor's Disability or Retirement Benefit payable under the Canada Pension Plan or an Old Age Security Benefit payable under the **Old** Age

Security Act in accordance with the terms of such plan **and acts as** may **be** now in effect or hereafter amended, and shall be reduced to \$200.00 for any month for which an Eligible Survivor or Survivors is or are entitled to such a statutory benefit, except that for months in which two or more survivors share a Transition Survivor Income Benefit immediately following the death of the employee, each survivor's share is computed as a fraction of the Transition Survivor Income Benefit that would be paid to him as a sole survivor according to his own eligibility for a statutory benefit.

- (F) Survivor Income Benefits for Class A eligible survivor age 47 or over at the time of death of employee. There shall also be payable in accordance with the terms and conditions of this Subsection to a Class A eligible survivor, both terms as defined in Subsection (C) above, who was forty-seven (47) years of age or more on the date of the employee's death and who has received twenty-four (24) monthly payments of the Transition Survivor Income Benefit provided in Subsections (A), (B) and (C) above, an additional Survivor Income Benefit of \$450.00 per month (hereinafter referred to as a Bridge Survivor Income Benefit) as follows:
- (I) The Bridge Survivor Income Benefit will become payable commencing with the first month following the month for which the twenty-fourth monthly payment of the Transition Survivor Income Benefit is paid.
 - (II) The Bridge Survivor Income Benefit will cease to be paid immediately upon the occurrence of:
 - (A) The death or remarriage of the Class A eligible survivor or

- (B) Attainment by the Class A eligible survivor of such age at which Old Age Security Benefits become payable, other than on a "needs" basis under any Federal or Provincial Legislation, as now in effect or hereafter enacted or amended.
 - (III) The amount of the Bridge Survivor Income Benefits shall be reduced by any Survivor's Disability Benefit payable under the Canada Pension Plan, as now in effect or **as** hereinafter amended.
- (G) Optional Contributory Life Insurance- to be effective.
 - (A) Employee Life Insurance.

In addition to the Company-provided Basic Life Insurance, an eligible employee may elect, in writing an additional \$13,000 of Life Insurance on his life. Such Life Insurance shall be on a contributory base.

The current rate of weekly contributions, which will be deducted from an employee's earnings is \$2.10. Should the rate charged by the Insurance Company for this contributory benefit be altered, the employee's contribution will be altered accordingly. An election to participate must be made within 31 days of becoming eligible or evidence of insurability will be required before coverage can become effective.

Once an election to participate has been made, an employee may cancel his optional coverage at any time, in writing, but evidence of insurability will be required if he subsequently decides to reapply for optional Life Insurance and any insurance would take effect the first of the month following election and acceptance by the

insurance company of evidence of insurability.

The cost, if any, of providing evidence of insurability will be the responsibility of the employee.

The details concerning total and permanent disability are the same as those pertaining to the Company's Basic Life Insurance Plan as set out in Article I, Section 1, A-2, of this Insurance Program Agreement. Eligibility to participate in this Optional Life Insurance Plan ceases upon termination of employment, retirement, or attainment of age 65 whichever occurs first, except that the conversion provisions outlined in Article 1, Section 1-C-7 of this Agreement will apply.

The Optional Life Insurance described above shall be provided conditional upon at least 50% of eligible employees applying for such coverage on or before April 1, 1987.

A medical examination at the employee's expense may be required to provide evidence of insurability satisfactory to the carrier: if the employee does not enroll during the enrollment periods described in (A) above; if an employee hired after the effective date does not enroll within thirty-one (31) days after becoming eligible; or if the Optional Contributory Life Insurance previously terminated because an employee revoked the required payroll deduction authorization or failed to make the required contribution.

- (B) Dependent Life Insurance.
Provided that an eligible employee has applied for or maintained the coverage described in (A) above, he may elect in writing

Dependent Life Insurance on a contributory basis, in the amount of \$5,000 for a spouse and \$1,000 for each dependent child. Spouse and dependent child are as defined in Section III, (5) of the Insurance Program Agreement.

The current rate of weekly contribution, which will be deducted from an employee's earnings is \$.58. Should the rates charged by the insurance company for this contributory benefit be altered, the employee's weekly contribution rate will be altered accordingly. An election to participate must be made within thirty-one (31) days of becoming eligible, or evidence of insurability at the expense of the employee, will be required before coverage can become effective.

Section II Accident Sickness Benefits for Employees

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100 A. The Company will provide without cost to the employee: 77/06 7:55 5

1. Weekly Accident and Sickness Benefits at the rate of $66\frac{2}{3}\%$ of the employee's average hourly earnings times 40 hours to a maximum of the UIC weekly amount with a minimum payment of \$250.00 a week.

2. General.

Benefits will be paid to employees for accident or sickness not covered by a Worker's Compensation Act, while under the care of a doctor licensed to practice medicine. For purposes of a preceding sentence, a doctor licensed to practice medicine means either a doctor of medicine (M.D.) or a doctor of Osteopathy (D.O.) or a Doctor of Chiropractic (D.C.).

Benefits will be payable from the first day of dis-

ability due to an accident, or the eighth day of disability due to sickness except that the disability results in the confinement to hospital of the employee or out patients surgery performed in a hospital, the benefits will be paid as, from and including the first day of such hospitalization. Benefits will be paid for the duration of the disability but not exceeding fifty-two (52) weeks of any such disability for an employee.

Benefits will be limited to six (6) weeks for all disabilities due to any one pregnancy. Benefits for disabilities due to pregnancy will be available only if the pregnancy commences while the employee is insured under this program, and are payable from the time the employee ceases work.

An employee shall be deemed to be totally disabled and eligible for benefits if the disability is such that the employee is unable to work. There will be no limit to the number of different periods of disability for which benefits will be paid. Periods of disability due to the same cause will be considered the same period of disability, unless separated by a return to full-time work for at least two (2) weeks. Periods of disability due to different causes will be considered different periods of disability if separated by a return to full-time work. Disabilities giving rise to claims for any accident and sickness benefits may be verified by the Company by medical examination at any time. Benefits may be suspended if the claimant fails to have such examination made. Employees who become disabled shall notify the employing Company's insurance department of such disability not later than ten (10) days following the first day of the period for which benefits under this Section II are claimed, and shall give new notice thereof at intervals of no more than thirty (30) days thereafter for the duration of such disability. If any such notice is not timely filed, no benefits

will be paid for periods previous to such notice unless the delay shall be shown to have been unavoidable and satisfactory evidence of physician's care and disability is furnished.

In the event an employee's Worker's Compensation claim is delayed for a period greater than six (6) weeks or is rejected and such claim is appealed the employee shall be provided with the weekly Sickness Indemnity Benefits provided for under this Section. If and when the Worker's Compensation claim is allowed for the accident the Worker's Compensation Board will first reimburse the Company to the extent of the payments made before any payment is made to the employee.

3. Should the earnings index under the Unemployment Insurance Act change the criteria for maximum benefits, the Company will adjust the weekly benefit to the extent of maintaining the minimum qualification requirements of the weekly indemnity plan for premium reductions under the Unemployment Insurance Act.
4. Eligibility for Insurance.
 - A. A regular full-time employee will receive coverage under this program on the effective date or the date following the date on which he completes the required period of eligibility, whichever is later, provided that an employee not actively at work on the date his coverage would otherwise become effective, would immediately become insured upon his return to active employment with the Company. Employees already covered under the terminated insurance program shall be insured hereunder for benefits in effect under the terminated plan, but there will be no duplication in whole or part in payment of benefits under the terminated insurance program.

The foregoing shall not be construed to exclude employees from coverage who are on vacation, or leave of absence for local Union activities.

- B. Unless otherwise specifically provided in this Paragraph B, all insurance coverage, under Section II shall cease on the date of termination of an employee's regular active employment with the Company, regardless of the reason therefor. Exceptions shall be made with respect to such cessation of coverage only to the extent indicated.
 - 1. Accident and Sickness Benefits will be continued in force during a period of any leave of absence granted by the Company for Union activity for those employed by the local Union in an official or representative capacity.
 - 2. If an employee is re-employed with credit for prior service, coverage under the plan will be reinstated immediately, provided the probationary period had been completed prior to lay-off.
- C. An employee hired after the date this program becomes effective will become insured on the date following the completion of three (3) months of accumulated service, provided he is actively at work on the effective date. Employees not actively at work on the effective date will become insured immediately upon return to active employment with the Company.

Section III Hospitalization, Medical, Surgical, and Extended Health Care.

A. Hospital and Medical and Surgical Benefits for em-

ployees and dependents.

1. Benefits will be provided by the Company and without cost to the employees as provided by the Ontario Health Insurance Organization Act (1971). The amount of the monthly premium, the due date of payment and the benefit period provided by such payment shall be such as are prescribed by the regulations of the Ontario Health Insurance Commission.
2. In addition by way of a supplementary hospital benefit, the Company agrees to pay the whole of the monthly premium in respect to each employee eligible to receive this benefit from the Company, as a result of the enrolment of himself and his dependents, if any, in an authorized form which will provide such employee and his dependents, if any, with reimbursement or indemnity for the excess of the cost incurred by him and/or his dependents for hospital accommodation provided at the semi-private rate level over the cost of hospital accommodation at the standard or public ward level provided and included in the inpatient insured services supplied under the Hospital Services Commission Act of Ontario.
3. For the purpose of determining whether an employee or other person is eligible to have the premium or premiums referred to in (1) and (2) above of this Section paid by the Company with respect to any particular month, such employee or person shall be deemed to be so eligible with respect to the first and each succeeding month in which he is described in part B hereof as being eligible for the benefits of the plan arising out of death, bodily injury or sickness suffered or incurred in such month and each succeeding month so that the Company's obligation to provide benefits will be fully discharged by the making of the payment of the monthly premiums as aforesaid on such dates notwithstanding that the

said employee or other person may not be entitled under the plans described in (1) and (2) above of this Section to receive the benefits of the services therein provided in concurrent months or succeeding months.

- B. 1. The Company will provide and pay the cost of the Blue Cross Comprehensive Extended Health Care Plan as contained in Addendum #1 (Ex. 740) or its equivalent coverage through an insurer or carrier of its choice for its employees and eligible dependents. $\frac{70-5}{100}$
- 1a. It is understood and agreed that the coverage for eye glasses will be based on a maximum of \$135.00 every two (2) years. $\frac{70-6}{100}$
- 1b. It is understood and agreed that the safety eye-glass program will be instituted by the Company and allow the employees to purchase at no cost to the employee prescription eye-wear every two (2) years.
- 1c. Coverage for hearing aid on a one time only basis for employees \$500.00. $\frac{70-11}{100}$
- C. 1. The surviving spouse of a deceased employee or of a deceased pensioner shall be given the right to purchase at his or her own expense directly from the insurer or insurers providing them, the benefits described in Article 1, Section III, A-2 and B-1, on a pay-direct basis if the Company is able to arrange such coverage with the insurer on this basis.
- D. Eligibility for Insurance.
1. An employee will receive coverage under this program on the effective date or the date following the date on which he completes the required period of eligibility, whichever is later, provided that an employee not actively at work on the date his coverage would otherwise become effective, would immediately become insured upon his return to active employment with the Company. Employees already covered under the termi-

nated insurance program shall be insured hereunder for benefits in effect under the terminated plan, but there will be no duplication in whole or part in payment of benefits under the terminated insurance program. The foregoing shall not be construed to exclude employees from coverage who are on vacation, or leave of absence for local Union activities.

2. An employee hired after the date of this program becomes effective will become insured on the date on which he is actively at work following the date on which he completed three months service credit.
3. If an employee is re-employed with credit for prior service, coverage under the plan will be reinstated immediately, provided the probationary period had been completed prior to lay-off.
4. Coverage for an employee's dependents will become effective on the same date as the employee's coverage except that if a dependent is confined in a hospital (other than by reason of birth) when the insurance for that dependent would otherwise become effective, the insurance will become effective upon final discharge from the hospital.
5. An employee's dependents are:
 - (A) Spouse.
Spouse is defined as a person legally married to the employee or a person opposite in sex not married to the employee, who has been **co-habiting** for a period not less than one (1) year with the employee.
 - (B) An employee's unmarried children less than twenty-one (21) years of age. The word "child" in addition to the employee's own children includes such step-children, foster children, or other children (all unmarried) as depend wholly upon the employee for support and maintenance and live with

him in a normal parent-child relationship.

If an employee **acquires a child dependent** other than by birth, legal adoption, or marriage, such dependent shall not become eligible until three months have elapsed from the date such child was added to the employee's insurance record.

The employee shall complete proper insurance forms to be made available to him for the recording of eligible dependents. The employee shall promptly advise the Company of any change in eligible dependents. Maternity benefits under this Section III will be paid only for the pregnancies of a female employee or wife of an employee or dependent child that commence while the female employee or the wife of an employee or dependent child is insured under this program.

- (C) An unmarried child 21 years to 25 years of age, who is dependent on the employee for support and maintenance, and who is either a full-time student or mentally or physically incapable of self-support, will be entitled to the benefits provided under Article I, Section III, A-2 and Article I, Section III, C.
6. There shall be *no* duplication of benefits under this Section III with respect to the insurance of any person covered hereunder, whether such duplication would arise from a person's status as an employee or dependent. Any employee who works for another employer, and by reason of such employment, he or his dependents are covered by another employer-furnished non-contributory Ontario Health Insurance Commission Plan and Blue Cross Comprehensive Extended Health Care Plan or its equivalent, shall be entitled only to the benefits of this Section III which are in excess of the other plan

provided his credited length of service is less with the Company than with the other employer. If the spouse or other dependent of an employee is employed and, by reason of such employment, is covered by another employer-furnished non-contributory Ontario Health Insurance Commission Plan and Blue Cross Comprehensive Extended Health Care Plan or its equivalent, for himself or dependents, the amount payable under this Section III shall be reduced by the value of any benefits which are provided under such other plan. In those cases where the husband and spouse are employed, the male employee shall be covered by the primary insurance and include his dependent children. The female employee shall be covered as a single individual with no dependent. Any payment of benefits under Section III which is payable to a hospital or physician shall be paid directly to the hospital or physician entitled thereto.

E. Termination of Insurance.

- (I) Except as described in this Paragraph E, all insurance under this Section III will terminate when employment with the Company terminates except as follows:
 - (A)(I) An eligible employee who is laid off with one or more years of seniority and entitled to the receipt of a Supplemental Unemployment Benefit under the Supplemental Unemployment Benefit Plan with the Company shall be entitled to the Benefits described in Section III, Article A and B arising out of any bodily injury or sickness suffered or incurred by himself or his dependents during the period from the date of his lay-off that he receives weekly Supplemental Unemployment Benefits under the Supplemental Unemployment Benefits Plan with the Company or during the period ending six

- (6) months from the date of his lay-off, **whichever is the shorter period**, but **he shall** not be entitled to the benefits described in Section II, Article A, arising out of any bodily injury or sickness suffered or incurred after the date upon which the lay-off occurred.
- (II) An eligible employee who is laid off with one or more years of seniority and not entitled to the receipt of a Supplemental Unemployment Benefit under the Supplemental Unemployment Benefits Plan with the Company, or an eligible employee who is laid off with less than one year's seniority shall, in either case, be entitled to the benefits described in Section III, Article A and C arising out of any bodily injury or sickness suffered or incurred by himself or his dependents during the period ending upon the last day of the calendar month following the month during which the lay-off occurs, but shall not be entitled to benefits described in Section II, Article A, arising out of any bodily injury or sickness suffered or incurred after the date upon which the lay-off occurred.
- (B) During authorized leave of absence except for military service, coverage under Section III will be continued for a period not to exceed 90 days, except that all coverage under this insurance program shall be continued in force during the period of any leave of absence granted by the Company for Union activities for those employed by a local Union in official or representative capacity.
- (C) Employees off work due to injury or sickness will continue to **be** insured under Section I and III, subject to the provisions of this insurance program during the period in which they accumulate seniority.

- F. 1. Employees who have retired and are eligible for a pension pursuant to the Pension Plan, or employees who have reached their normal retirement date and who are eligible for a service award, shall receive the benefits provided for in this Section III A2 and B1 except that the dependents of such employees will not be covered unless they were dependents at the time of the employee's retirement.
 - (A) Employees who have retired prior to their normal retirement date and are eligible for a pension pursuant to the pension plan shall receive the benefits provided in this Section III, A-1, A-2 and B-1. The provisions of Section III, A-1 shall cease when the pensioner reaches his normal retirement age at which time hospital-medical coverage will be as provided under the terms of the Ontario Health Insurance Act.
2. The benefits provided under this Welfare and Insurance Agreement will not be applicable either before or after an employee's normal retirement date for any employee who terminated employment and is eligible for a deferred vested pension, or who is entitled to early retirement or a service award as a result of complete and permanent closure of the Company's factory in accordance with the terms of the Agreement for Pensions and Service Awards as amended April 1, 1990.

Section IV. - General Provisions

- A. It is further agreed between the parties that, so long as the employee is on the active payroll of the Company, wherever Ontario Health Insurance Commission rules and regulations conflict with the provisions of the Welfare and Insurance Agreement, the rules and regulations of the above-named Commission will supercede the applicable provisions of the Welfare and Insurance Agreement.

B. Medical Examination by the Company.

1. Disabilities giving rise to claims for any benefits under this Insurance Program may be verified by the Company by medical examination at any reasonable time. Benefits may be suspended if the claimant fails to have such examination made.
2. If any dispute shall arise concerning the disability of any employee, such difference shall be resolved as follows:

The employee shall be examined by a physician appointed for the purpose by the Company. If the employee's physician and the Company's physician should disagree concerning disability that question shall be submitted to a third physician selected by such two physicians. The medical opinion of the third physician after examination of the employee and consultation with the other two physicians shall decide such question.

It is agreed and understood that when a third (3rd) physician's medical opinion is required, the Company will absorb the cost.

C. Definition of "Physician".

1. Wherever the word "Physician" or "Doctor" is used in this Insurance program it shall mean either a doctor of medicine (M.D.) or a doctor of Osteopathy (D.O.) or a doctor of Chiropractic (D.C.).

D. There will be no duplication in whole or part, in payment of benefits under the terminated insurance program.

E. All changes in benefits in this Agreement for Insurance Benefits are effective April 1, 1990 and are applicable to all employees with the exception of those who retired prior to June 1, 1981.

F. This Insurance Program as described above may be appropriately modified where necessitated by Federal or Provincial Government statute or regulation.

G. An Insurance Certificate or Rider shall be issued to each employee outlining his benefits in connection

with the insurance coverage provided hereunder.

H. The Company may alone or in conjunction with other corporations subsidiary to or affiliated with the Company, enter into a contract or contracts with an insurance company or insurance companies to provide the insurance benefits described herein, and upon so doing, the Company shall be relieved of any individual liability to any employee or any beneficiary designated by such employee other than to maintain such contract or contracts in force for the duration of this Agreement. The employer shall be liable for benefits described in this Insurance Program which are not provided in said insurance contracts. In the event any dispute shall arise based on the question whether the insurance contract provides the insurance coverage hereinabove described, such dispute shall be subject to the grievance procedure of the Labour Agreement, including arbitration; omitting, however, all steps preceding presentation of grievance to the Industrial Relations Department of the Company.

1. The benefits provided by this Insurance Program in lieu of any and all similar benefits which are or may be provided by any law or laws. Any amounts required to be paid by the Company as contributions, taxes or benefits under any law or laws providing non-occupational Insurance Benefits shall reduce to the full extent thereof the amounts the Company shall be required to pay hereunder, and appropriate adjustment shall be made in the benefits available hereunder.

I. Premium reductions brought about by the introduction on January 1, 1972 of the Ontario Health Insurance Organization Act (1971) combining Ontario Hospital Services Commission and Ontario Health Insurance Plan shall be retained by the Company to pay the increased premiums for improved benefits and refunds outlined in this memorandum. The improvements made in the weekly Sickness Indemnity Payments are with the understanding that the Ontario

Health Insurance Legislation will permit savings (brought about by **this** legislation) to be returned to employees in the form of additional benefits.

J. In consideration of the fact that the Company is herein improving benefits, the Parties hereto agree that the Company shall be entitled to retain the full amount of any premium reduction under the Unemployment Insurance Act, i.e., twelve-twelfths (12/12) of the premium reduction granted by the Unemployment Insurance Commission.

K. The Company will undertake to provide the benefits of Blue Cross extended Health Care Plan or its equivalent for all pensioners who retired prior to and subsequent to June 1, 1972.

It is understood that should any legislation come into effect which would provide any or all of these benefits, the Company's obligation will be reduced to the portion of benefit not affected by the legislation and the Company will not be responsible for any rebate payments to the pensioners.

ARTICLE II

Duration and Termination

1. Subject to the approval of this Agreement by the Company and by the local Union, this Agreement shall become effective on April 1, 1990.
2. This Agreement constitutes a settlement for the duration of this Agreement of **all** issues with respect to the subject matters covered hereby, and, while this Agreement continues in effect, the Company shall have no obligation to negotiate or bargain with any local Union with respect to any subject matter covered hereby, nor shall there be any strike or work stoppage with respect to such matters.
3. This Agreement shall continue in force until midnight, May 31, 1993, and **thereafter** shall renew itself for yearly periods unless written notice of desire to

amend this Agreement is given by either the Union or the Company to the other not less than sixty **(60)** days, or more than ninety (90) days prior to the expiration date of the original term or any renewal term. In the event such notice is given, negotiations shall begin within fifteen (15) days unless otherwise mutually agreed. If negotiations are not satisfactorily concluded prior to said expiration date, this Agreement shall continue in full force and effect thereafter, subject to the right of either the Union or the Company to terminate this Agreement, by giving ninety (90) days written notice to the other.

4. In the event of the refusal of the Board of Directors of the Company to approve this Agreement on or before the 1st day of December, 1990, or in the event that this Welfare and Insurance Agreement is terminated pursuant to Section III of this Article II, either the Union or the Company may apply to the Ontario Labour Relations Board for permission to terminate any Collective Labour Agreement then in effect and the other party shall join in such application. If, subsequent to notice of termination of such Collective Labour Agreement or subsequent to termination of this Agreement the parties settle any difference between them and this Agreement is reinstated or a successor Agreement is made then such Collective Labour Agreement, if terminated, shall be reinstated to continue in full force until subsequently terminated according to its provisions as contained therein.

In witness thereof, the parties hereto, by their duly authorized representatives, have executed this Agreement at Welland, Ontario, on the 1st day of April, 1990.

LOCAL 455,
UNITED RUBBER, CORK,
LINOLEUM AND PLASTICS
WORKERS OF AMERICA,
AFL-CIO-CLC

GENCORP
CANADA INC.
WELLAND,
ONTARIO

F. Houle
L. Munro
N. Labbe
B. Martin
P. Droblyen
C. Scime International
Field Representative

D.E. Servos
D. Whidden
B. Baird
W. Denbensten
S. Thompson

DENTAL CARE

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DENTAL CARE PLAN

It is understood that, effective the first of the month following the date of ratification, arrangements will be made to provide for all eligible employees and their dependents, dental coverage outlined in the Excelsior Dental Care Plan, or any other carrier of the Company's choice which is identical to Blue Cross Dental Plan #7, which is based on the 1980 Ontario Dental Association Fee Guide.

Furthermore, the Excelsior Dental Care Plan #7 will be effective as of the first of the month following the date of ratification for all employees and their dependents eligible for benefits under the Welfare and Insurance Agreement who were actually at work on or after the date of ratification. New employees hired after the effective date of this coverage will become eligible for coverage according to Article I, Section III - D-2 of the Welfare and Insurance Agreement. Benefits of the Basic Plan will apply to retirants who are otherwise eligible provided their pensions become effective on or after June 1, 1978 and they were actively at work on or after that date.

On October 1, 1978 the Excelsior Riders #1 and #2 identical to Blue Cross Riders #1 and #2 became effective. On the first day of the month following ratification of the C.L.A. the Excelsior Rider #4 will become effective. Benefits relative to Excelsior Riders #1 and #2 will become effective for eligible employees and their dependents according to the Welfare and Insurance Agreement provided they were actively at work on or after the effective date of the introduction of the Riders. The Riders will also apply from date of introduction to those persons retired on or after June 1, 1978 provided they were actively at work on or after June 1, 1978.

Benefits relative to Excelsior Rider #4 will become effective for eligible employees and their dependents according to the Welfare and Insurance Agreement provided they were actively at work on or after the effective date of the introduction of the Rider. The Rider will also apply from date of introduction to those persons retired on or

after June 1, 1984 provided they were actively at work on or after June 1, 1984.

Effective April 1, 1990, the 1988 O.D.A. Schedule will become effective for all employees. This 1988 O.D.A. Schedule will also apply from the date of introduction to those persons retired on or after April 1, 1990, provided they were actively at work on or after April 1, 1990.

Effective June 1, 1991 the 1989 O.D.A. Schedule will become effective for all employees. This 1989 O.D.A. Schedule will also apply from the date of introduction to those persons retired on or after June 1, 1991, provided they were actively at work on or after June 1, 1991.

Effective June 1, 1992 the 1990 O.D.A. Schedule will become effective for all employees. This 1990 O.D.A. Schedule will also apply from the date of introduction to those persons retired on or after June 1, 1992, provided they were actively at work on or after June 1, 1992.

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The Dental Plan will be included in the Welfare and Insurance Agreement but will be attached as a separate addendum.

In witness whereof the parties have executed this Agreement this 1st day of April, 1990.

LOCAL 455,
UNITED RUBBER, CORK,
LINOLEUM AND PLASTIC
WORKERS OF AMERICA,
AFL-CIO-CLC

GENCORP
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B. Baird
W. Denbesten
S. Thompson

PENSION PLAN & SERVICE AWARD

PENSION PLAN AND SERVICE AWARD

Agreement dated April 1, 1990 between GenCorp Canada Inc., Welland, Ontario, hereinafter called the "Company" and the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO-CLC, Local Union No. 455, hereinafter called the "Union".

ARTICLE I

Benefits and Obligations

Paragraph 1:01

The Pension Plan and Service Awards of the General Tire and Rubber Company of Canada Limited, Industrial Products Division, effective as of December 1, 1955 set forth in the Agreement April 1, 1955, between the parties thereto amended effective as of December 1, 1959, December 1, 1964, December 1, 1967, December 1, 1970, June 1, 1972, June 1, 1975, June 1, 1978, June 1, 1981, June 1, 1984, April 1, 1987 is hereby adopted between the parties hereto as further amended effective as of April 1, 1990, as to employees (as defined in the Pension Plan) retiring on or after that date so that the Pension Plan and Service Award Agreement between the parties hereto shall read as follows.

Paragraph 1:02

The Company agrees that prior to midnight June 1, 1993, it will not modify amend or terminate the Pension Plan or Service Awards as amended, insofar as they apply to employees in such Bargaining Unit, and, further, that so long thereafter as this Agreement continues in effect, the Company shall continue to make the Pension Plan and Service Awards, as amended, available to all employees in such Bargaining Unit.

Paragraph 1:03

Both parties agree that the Pension Plan and Service Awards, as amended, constitute full settlement of all Pension and Service Award demands by the Union, and that any and all other Pension Benefits, Service Awards or Plans heretofore provided or made available for any of the employees of the Company may be withdrawn, suspended, discontinued or cancelled without in

any case consulting with the Union and without giving rise to or cause for any grievance or any charge of unfair labour practice.

Paragraph 1:04

It is understood that the Pension Plan and Service Awards may be made available to any other persons employed by the Company or by any subsidiary or affiliated corporation. If desirable for the sound and efficient operation of the Pension Plan, necessary records may be consolidated by the Company and not kept separately for particular groups of employees.

Paragraph 1:05

A report will be prepared annually covering the operations of the Pension Plan and the Union shall be furnished with copies thereof. From time to time during the term of this Agreement, the Union shall be furnished such additional information as shall be reasonably required for the purpose of enabling it to be properly informed concerning the operation of the Pension Plan insofar as it affects the employees.

Paragraph 1:06

All of the commitments made by the Company in this Agreement are contingent upon and subject to:

- (A) Receipt by the Company of a written ruling by the relevant tax authorities as the Company may deem necessary to establish that the Company is entitled to deduct the amount of its contributions to the Pension Fund as an expense before taxes under the provisions of the Income Tax Act, or any other applicable tax laws as now in effect or as hereafter amended or adopted.
- (B) Obtaining authorization from the Board of

Directors and the Shareholders of the Company for the establishment of the Pension Plan and Service Award Agreement.

Paragraph 1:07

The following terms, wherever used in this Plan, shall have the meanings set forth below, despite any definitions at variance therewith in any other document:

1. "Actuarial Equivalent" means a benefit having, at the date of determination an actuarially equivalent value when computed at the rate of interest last adopted by the Pension Board on the recommendation of the actuary retained by the Pension Board.
2. "Company" means GenCorp Canada Inc.
3. "Continuous Service," "Credited Service," "Service" or "Seniority" mean an employee's record of unbroken service which shall be equivalent to his continuous service with the Company and its predecessors of the General Tire & Rubber Company of Canada Limited, Industrial Products Division, Mansfield-Denman General Company Ltd., as it appears on his seniority record maintained by the Company in conformity with the Collective Labour Agreement between the Company and the Union effective April 1, 1981, with respect to any former employee of Joseph Stokes Rubber Company Limited including any employee of the Company acquired by it prior to July 31, 1951, continuous service shall include service with such companies prior to July 31, 1951, which continued after that date with the General Tire & Rubber Company of Canada Limited, Industrial Products

Division, Mansfield-Denman General Company Limited, and subsequent thereto with the Company.

- (A) Continuous service or seniority *is* broken in accordance with the terms of the Collective Labour Agreement between the Company and the Union effective April 1, 1990.
4. "Effective Date" of the Plan means December 1, 1955.
5. "Employee" means any person who is regularly employed by and rendering service to the Company, and who is a person to whom, or is a member of a group of persons to whom the benefits of this Plan have been made and continue to be available by designation by the Company, but the term does not include any person engaged on a temporary, probationary or casual basis.
6. "Employing Company" means:
- (A) The Company;
- (B) Any participating subsidiary Company, but only for a period of time for which it has been designated as such by the Company;
- (C) Any corporation or business which after the effective date of this plan is merged into or consolidated with, or substantially all of whose assets are acquired by the Company or any participating subsidiary company or any such corporation or business, and is designated as an employing Company by the Company;
- (D) Any parent of the Company; or
- (E) Any other subsidiary of a parent of the Company.
7. "Normal Retirement Date" means the first day of the calendar month coinciding with

- or next following the sixty-fifth birthday of an employee;
8. "Other Pension" means any pension or payment in the nature of or on account of a pension from any source or fund to which an employing Company or any subsidiary or any predecessor thereof shall have directly or indirectly contributed; but this term does not include:
 - (A) A pension to be paid pursuant to the provisions of this Plan; or
 - (B) A pension payable pursuant to the provisions of any private plan adopted by an employing Company subsequent to the effective date of this Plan which specifies that pensions thereunder shall not be deducted from benefits payable under this Plan.
 9. "Pension Board" means the Board constituted under Article VI to administer the Plan.
 10. "Pension Date" means the first day of the month in which the employee retires in accordance with the terms of the plan or the first day of the month in which the employee's permanent disability is finally established, provided the employee's written application is received by the Pension Board not later than the end of the month following the month of such retirement or establishment of permanent disability; otherwise the pension dates shall be the first day of the subsequent month in which said written application is received by the Pension Board.
 11. "Pensioner" or "Retirant" means a person who has retired and has been granted pension benefits in accordance with this Plan.

12. "Permanent Disability" or "Permanently Disabled" for the purpose of this Plan means:
 - (A) that a person has been totally disabled by bodily injury or disease as certified by a qualified medical practitioner so as to presumably wholly prevent him during the remainder of his life from meeting the job requirements of any job in the bargaining units; and
 - (B) that such total disability shall have continued for a period of not less than six **(6)** consecutive months.
13. "Plan" means the Pension Plan as set forth herein and as modified or amended from time to time.
14. "Service Award" means any service allowance or payment of a similar kind by an employing Company.
15. "Statutory Benefit Date" shall mean the date at which any benefit becomes payable on an unreduced basis under the provisions of the Old Age Security Act, Canada.
16. "Statutory Benefit" means the amount of any old age or disability benefit payable under any Federal and/or Provincial Legislation now in effect or under any future Federal or Provincial Legislation amending, superseding, supplementing or incorporating existing Federal and/or Provincial Legislation to which a pensioner shall be or upon application would be entitled; provided that such term does not include Worker's Compensation or a benefit payable pursuant to occupational disease laws or a benefit payable on a "means test" basis or solely on account of blindness or service in the Armed Forces or other National Service or a benefit payable to or in respect of

dependents or a benefit payable under the Old Age Security Act, Canada.

17. "Subsidiary" means any corporation of whose outstanding voting stock more than fifty percent (50%) is, at the time in question, owned directly or indirectly by the Company or another subsidiary.
18. "Trust Agreement" means any agreement by and between the Company and a Trustee under the terms of which a trust fund is operated for the purposes of providing the benefits of this plan.
19. "Years of Credited Service" means the years and fractions thereof, computed in twelfths to the nearest calendar month, of an employee's period of continuous service.

ARTICLE II Retirement

Paragraph 2:01

An employee who subsequent to the effective date of the Plan shall have reached his normal retirement date shall retire and after his retirement receive a pension determined in accordance with Article III of the Plan.

Paragraph 2:02

An employee who shall have completed at least ten (10) full years of credited service and who shall become, through some unavoidable cause, permanently disabled after the effective date of the Plan, shall be eligible to retire and after his retirement to receive a pension, commencing not earlier than the seventh month following the occurrence of the disability determined in accordance with Article III of this Plan. A pension for permanent disability shall continue only so long as the pensioner shall continue to be perma-

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nently disabled. Disability shall be deemed to have resulted from an unavoidable cause, for the purpose of this plan, unless it (I) was contracted, suffered or incurred while the employee was engaged in, or resulted from his having engaged in, a criminal enterprise, or (II) resulted from a wilfully self-inflicted injury. Permanent disability resulting from any such enumerated cause or exclusively from military service after the effective date of the Plan which prevents him from returning to employment and for which he receives a pension from the Federal or Provincial government shall not entitle the employee to a pension under this Paragraph. A continued existence of permanent disability may be verified by the Company by medical examination at any time prior to the employee's normal retirement date and should the pensioner refuse to submit to medical examination, any pension granted under this Paragraph shall be discontinued until withdrawal of the refusal.

- (A) If after his retirement on disability retirement but before his normal retirement date, a pensioner shall cease to be totally and permanently disabled or if he shall be able to meet the job requirements of any job in the Bargaining Unit, his disability retirement may be terminated at the Company's option, and, if so terminated by the Company upon his prompt application, he shall be rehired in a capacity consistent with his seniority and his physical and mental ability. If the former pensioner shall be rehired, he shall be credited upon subsequent retirement, with the credited service he had at the time of his disability retirement, and shall accumulate further service from the time he starts to work after his rehire.

Paragraph 2:03

An employee, who qualifies and applies for early retirement, special early retirement, or normal retirement, but is absent due to physical disability or lay-off or approved leave of absence which commenced subsequent to the effective date of the "Plan", shall be eligible to receive a pension provided that his service is not broken in accordance with Article I of this Agreement.

ARTICLE III

Pension Amount

Paragraph 3:01 -- Normal Retirement

(A) The monthly amount of any pension payable under this Plan to an employee retiring on his normal retirement date shall be:

(1) A basic monthly pension for life calculated as follows:

(I) The first fifteen (15) years of credited service at nineteen dollars and twenty five cents (\$19.25) per month for each year of credited service.

(II) The second fifteen (15) years of credited service at twenty one dollars and twenty five cents (\$21.25) per month for each year of credited service.

(III) All credited service in excess of thirty (30) years of credited service at twenty two dollars and seventy five cents (\$22.75) per month for each year of credited service.

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The above amounts are payable to all employees retiring on or after April 1, 1990, and

(2) (A) A type A supplementary pension payable with each monthly payment of the Basic Pension up to and including the payment for the month in which the statutory benefit date occurs, the

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amount of such supplementary pension to be **thirteen dollars (\$13.00)** if retirement takes place on or after April 1, 1990.

The applicable supplementary pension shall be multiplied by the number of years of credited service up to a maximum of thirty (30) years of service, and

- (B) A Type B supplementary pension payable with each monthly payment of the Basic Pension from and including the payment for the month following the month in which the statutory benefit date occurs, the amount of such supplementary pension to be \$4.30 multiplied by the number of years of credited service up to a maximum of thirty (30) years of such service less the statutory benefit, less the deductions provided for in Article IV.
- (C) An employee may retire with thirty (30) or more years of service with an unreduced pension. Pension Plan Supplement shall not be reduced for taking Canada Pension Plan early, or becoming eligible for such.

Paragraph 3:01

- (B) In calculating the supplementary pension payable under the provisions of Paragraph 3:01 (A) (2) (B) for an employee eligible to receive a statutory benefit from the date of his retirement, the monthly amounts to which he is so entitled from and after retirement (or would be except for an act or a failure to act by him or by another on his behalf) constitute the monthly amounts of his statutory benefit for the purposes of the Plan and

are not to be affected by any Pension Index, Earnings Index, or other similar escalation in the statutory benefit after his retirement.

In calculating the supplementary pension payable under the provisions of Paragraph 3:01 (A) (2) (B) for an employee who is not eligible to receive a statutory benefit from the date of retirement, but from some future date upon attainment of his statutory benefit date.

- (1) The statutory benefit is to be deemed to commence at the normal earliest date of eligibility therefor;
- (2) The monthly amounts of statutory benefits are to be determined on the basis of the laws, regulations, rules and practices in effect at the date of retirement;
- (3) Such amounts of statutory benefits are not to be affected by:
 - (I) any pension index, earnings index, or other similar escalation in the statutory benefit after retirement, and
 - (II) any change in laws, regulations, rules or practices taking effect after retirement, and
 - (III) any change in benefit due to earnings after retirement, and
 - (IV) any act or a failure to act by him or by another on his behalf.
- (4) No account is to be taken of any option to receive a statutory benefit in a reduced amount on account of receiving it prior to normal earliest date of eligibility therefor and the statutory benefit and the earliest date of eligibility therefor are to be determined as if such option had not been and could not be exercised but a statutory benefit on account of disability is not to be construed as an option to receive a statutory benefit in a reduced amount on ac-

- count of receiving it at an earlier age.
- (5) The employer may use an estimated statutory benefit designed to protect the plan against overpayment and to that end it **may** be determined as if the pensioner had been in full-time active employment with the Company from and including the first day of January 1966 up to the date of retirement.

Paragraph 3:01

- (C) 1. Provided that if the pensioner makes application for his actual statutory benefit within twelve (12) months of his first date of eligibility for such statutory benefit and furnishes evidence, satisfactory to the employer that
- (I) The earliest date of eligibility for statutory benefit anticipated by the employer is in advance of the actual earliest date of eligibility therefor, and
 - (II) The deferment from the anticipated date to the actual date is not due to
 - (A) any act or failure to act by him or by another on his behalf, or
 - (B) any change in laws, regulations, rules or practices taking effect after his retirement.

The earliest date of eligibility of statutory benefit is to be corrected, the monthly amount of his statutory benefit are to be re-estimated and his pension is to be recalculated accordingly.

2. Further provided that if the pensioner makes application to the employer for use of his actual statutory benefit within twelve (12) months of his earliest date of eligibility for the statutory benefit and furnishes evidence, satisfactory to the employer that
- (I) the amounts of his statutory benefit

differ by at least \$1.00 per month from the estimated amounts of statutory benefit, and

- (II) such difference does not result from any act or failure to act by him or by another on his behalf.

His application for use of actual statutory benefit is to be accepted by the employer and his pension is to be recalculated accordingly but taking into account the provisions of Paragraph 3:01 (B) (1) of Article III.

Paragraph 3:02 - Disability

The monthly amount of pension payable to an employee retiring due to a permanent disability in accordance with Paragraph 2:02 of Article II of this Plan shall be on the basis of service credited in accordance with the Collective Labour Agreement, the basic amount and supplementary amount shall be calculated as for normal retirement and shall be payable from the date he ceases to receive remuneration from the Company or draw weekly indemnity benefits. Such monthly disability pensions shall be subject to the deductions described in Article IV of this Agreement. The supplementary amount will cease to be paid under the same conditions as set out in Paragraph 3:01 of Article III of this Plan. An employee who applied and qualifies for a disability pension under this Plan shall not be eligible for any other pension under any other section or article of this Agreement.

Paragraph 3:03 - Special Early Retirement

- (A) An employee who has attained age sixty-two (62) and has ten (10) or more years of credited service or an employee who has attained age fifty-five (55) but not age sixty-two (62) and who has thirty (30) or more years of credited service may retire

at the option of the employee on or after the effective date of the pension plan and prior to his normal retirement date and shall be entitled to a pension upon his retirement. Such pension shall be an immediate pension, the monthly amount of which as to the basic and supplementary pensions shall be computed as if he were a pensioner entitled to a pension at normal retirement date and with the credited service which he has at the date of such early retirement. The payments shall be subject to the deductions provided for in Article IV and shall continue as to the basic pension to be paid monthly throughout the lifetime of the early pensioner but the supplementary pension will be reduced in accordance with the provisions set forth in Paragraph 3:01 of Article III.

(B) An employee who has thirty (30) or more years of credited service, may retire on or after the 1st day of April, 1990 and is eligible for a Special Early Retirement Pension upon his retirement.

2. Such Special Early Retirement Pension is to be calculated as to the basic portion and the supplementary portions, in the same manner as for normal retirement.

Paragraph 3:04 - Early Retirement

(A) An employee who has attained age sixty (60) and has ten (10) or more years of credited service or has attained ~~age fifty-five (55)~~ but not age sixty (60) and whose combined years of age and years of credited service (being computed to completed months for a fractional year in each case) shall ~~total eighty-five (85) or more~~, may retire at the option of the employee on or after the effective date of this Agreement and prior to his normal retirement date and shall be entitled to a pension upon his retirement.

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(B) The pension payable upon an early retirement in

accordance with subsections (A) and (B) of Paragraph 3:04 of this Article III shall consist of either:

- (I) A deferred monthly pension based upon his credited service at the date of such early retirement and computed as to the basic and supplementary pensions in accordance with the provisions of Paragraph 3:01 of Article III, the payment of which shall commence with the first day of the month coincident with or next following the month in which the employee attains sixty-two (62) years of age and payments of which shall be subject to the deductions provided for in Article IV and shall continue as to the basic pension to be paid monthly throughout the lifetime of the early pensioner, but the supplementary pension will be reduced in accordance with the provisions set forth in Paragraph 3:01 of Article III, or

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Paragraph 3:04

- (B) (II) An immediate pension, the monthly amount of which as to the basic and supplementary pensions shall first be computed as if he were a pensioner entitled to a pension at normal retirement date not subject to the deductions provided for an Article IV and with the credited service which he has at the date of such early retirement but each payment of such pension, whether becoming payable before, during, or after the month in which he is first eligible for any statutory benefit, shall be reduced, for each complete month to elapse from his retirement until the earlier of the first day of the month coincident with or next following the month in which he attains sixty-two (62) years of age or the first day of the month

coincident with or next following the month in which he would have completed thirty (30) years of credited service had he not retired, by 4/10ths of 1% of the amount so computed for the first monthly payment before deductions and the payments as so reduced shall then be subject to the deductions provided for in Article IV and shall continue as to the basic pension to be paid in the reduced amount monthly throughout the lifetime of the early pensioner, but the supplementary pension will be reduced in accordance with the provisions set forth in Paragraph 3:01, of Article III.

The above deductions, other than those provided for in Article IV, shall not apply to the basic pension of an employee who has attained age 55 but not age 62 and who has 30 or more but less than 37 years of credited service.

- (C) An employee who has attained age fifty-five (55) but not age sixty (60) and has ten (10) or more years of credited service. may be retired at the option of the company or under mutually satisfactory conditions and in either such event shall be entitled to a pension upon his retirement. Such pension shall consist of an immediate pension, the monthly amount of which as to the basic and supplementary pensions shall be computed as if he were a pensioner entitled to a pension at normal retirement date and with the credited service which he has at the date of early retirement. The payments shall then be subject to the deductions provided for in Article IV and shall continue as to the basic pension to be paid throughout the lifetime of the early pensioner but the supplementary pension will be reduced in accordance with the provisions set forth in Paragraph 3:01 of this Article III.

Paragraph 3:05 - Deferred Vested Pension

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(A) Any employee with continuous service with the Company whose services with the Company are terminated after the effective date of this Pension Plan, and who has two (2) or more years of credited service at the date of termination of employment, but is ineligible for either a pension or service award shall, upon application not earlier than sixty (60) days prior to his normal retirement date, be considered a pensioner for the purpose of the Pension Plan but for no other purpose and shall be entitled to his vested interest in the Pension Plan (but no other benefits), commencing with the later of (1) the month following that in which he attains age sixty-five (65), or (2) the month following that in which application is made therefor.

"Nevertheless, if application for pension is made after the former employee has attained age 65 and such former employee had attained age 45 prior to terminating employment, he will also receive retroactive monthly pension payments for the period from his normal retirement date to the date his application is received."

There will be no liability for the payment of interest or for any delay in payment unless and until application has been made. The monthly amount of such payment shall be computed as if he were a pensioner entitled to a pension at normal retirement date with the credited service which he had at the date of the termination of his service with the company and shall apply only to the basic pension described in Paragraph 3:01 of this Article III and the payments as so computed shall then be subject to the deductions provided for in Article III.

(B) If such employee is subsequently re-employed by the Company and subsequently becomes eligible for a pension on retirement the amount of

his benefit including deferred vested pension will not exceed the amount he would have been entitled to had his credited service with the Company both before and after re-employment been continuous

- (C) The provisions dealing with deferred vested pension in each previous Pension Plan and Service Award Agreement between the Company and the Union shall continue to apply to an employee whose employment was terminated during the currency of each such Agreement

Paragraph 3:06

Each pension shall be paid in monthly installments commencing on the first day of the month following or coincident with the date of retirement, and the last monthly installment shall be payable during the month in which the pensioner's death shall occur. At the discretion of the Pension Board, the last monthly installment of a pension payable under this Plan may, in the event of death of a pensioner prior to receipt of such installments, be paid to the surviving spouse or other dependents of such pensioner.

Paragraph 3:07 - Optional Form of Normal Pension

- (A) The basic monthly pension payable for life to an employee retiring under the plan on normal retirement, disability retirement, early retirement or special early retirement or on the retirement of a former employee entitled to a deferred vested pension, less the deductions provided for in Article IV shall be guaranteed for five (5) years from the date of his retirement and shall be paid in sixty (60) consecutive monthly payments from such date, during his lifetime and after his death the balance remaining, if any, of such sixty (60) consecutive monthly payments shall be paid to the beneficiary of such deceased pensioner or, if

none, to his estate.

- (B) An employee has the right, by notice in writing on a form provided by the Company and submitted to the Company on or before the employee's 60th birthday, or after the employee's 60th birthday but prior to the date the employee leaves active employment and before he reaches age sixty-five (65) and accompanied by evidence of good health satisfactory to the Company to elect that, if and when he becomes entitled to a pension following normal retirement and without affecting his supplementary pension or the deductions from his pension, his lifetime basic pension before deductions shall be converted into a reduced pension of equal actuarial value as determined by the Company payable for a ten (10) or fifteen (15) year term, as specified in said notice of election and for the employee's remaining lifetime, if any.
- (C) An employee who has made an election pursuant to this Article, may, at any time prior to age sixty-five (65) revoke the election by submitting written notice of such revocation to the Company but may not thereafter make an election under this Article. An election made by an employee pursuant to this Article shall be inoperative and ineffective in the event of the death of the employee prior to retirement. Where an election pursuant to this Article comes into effect and the pensioner dies prior to the month of expiry of the term certain elected, payments of the actuarially equivalent pension, but not the supplementary pension, will be made to the pensioner's beneficiary, if any, otherwise to his estate, from and including the month following the pensioner's death to and including the month of expiry of the term certain elected. The estate of a pensioner or of a beneficiary shall have the right at any time when entitled to receive any payments pursuant to this Article, to elect to receive in lieu of the remaining

payments to the estate, a lump sum settlement equal to the commuted value to be determined on the basis of interest at such rate as may be determined by the Company.

Paragraph 3:08 - Beneficiary

- (A) Subject to the provisions of this Section, an employee or pensioner who has attained the age of twenty-one (21) years, who is domiciled in and ordinarily a resident in the Province of Ontario, may designate a beneficiary or a new beneficiary to receive the payments, if any, to be made under this plan after his death. An employee or pensioner who has designated a beneficiary or a new beneficiary pursuant to this Article may revoke any such designation.
- (B) The right to designate or to revoke a designation of a beneficiary pursuant to Paragraph 3:08 (A) of this Article is to be exercised by the execution by the employee or pensioner and by delivery to the Board of an instrument in writing which expressly provides that the designation or revocation whichever is the case, is made with reference to this Plan.
- (C) Upon delivery to the Board, prior to or on or after the death of the employee or pensioner, of a designation or revocation of a designation of a beneficiary made pursuant to Paragraphs 3:08 (A) and (B) of this Article, the designation or revocation, even if it is contained in a will or in an instrument purporting to be a will, relates back to and has effect as and from the date of its execution but without prejudice to this Company on account of any payment or payments made under this plan prior to such delivery.
- (D) Where an employee or pensioner is not permitted to make a designation under the provisions of this Article, any payments to be made with respect to him after his death, will be made to his estate. No

provision of the Pension Plan is to be construed as taking away any rights of such an employee or pensioner to direct how his monies received by his estate are to be distributed or otherwise dealt with by his personal representatives.

Paragraph 3:09 - Pensioner Unable to Care for his Affairs

If the Board finds that any pensioner to whom a pension is payable from the Pension Fund is unable to care for his affairs because of illness or accident, any payment due (unless a prior claim therefor shall have been made, by a duly appointed guardian, committee or other legal representative) may be paid to the spouse, a child, a parent, or a brother or sister, or to any person deemed by the Board to have incurred expense for such pensioner. However, the Board shall endeavour to give effect to the wishes of the pensioner in this respect when such wishes shall have been expressed in writing by the pensioner before he shall have become unable to care for his affairs. Any such payment shall be a payment for the account of the pensioner and shall be a complete discharge of any liability under the Plan therefore.

Paragraph 3:10 - Spouse Option

Notwithstanding any of the provisions of this Pension Plan and Service Award Agreement, a Spouse Option Pension may be payable in accordance with the provisions of this Paragraph 3:10. An employee who shall have attained age fifty-five (55) and is accumulating seniority and has a spouse to whom the employee is and has been legally married at least one (1) year or a common-law spouse with whom he has been living for at least one (1) year and whom he has publicly represented as his spouse, may thereafter and prior to the employee's retirement elect as a

spouse option election that the employee's pension **be payable as follows:**

- (A) Provided the employee's election is in effect **at his normal special early or early** retirement, the basic monthly pension amount determined pursuant to Paragraph 3:01 (A) (B) (C) (D) of Article III shall be converted into a reduced pension of equal actuarial value as determined by the employer and shall be payable each month thereafter during the employee's lifetime. Commencing with the month following the month of the death of the pensioner, a spouse option pension equal to fifty (50) percent of such actuarially reduced basic monthly pension shall be payable to the said spouse, provided such spouse is then living, each month thereafter during the lifetime of such spouse.

Any Type A supplementary pension payable to the employee shall be payable as otherwise provided in this Pension Plan and Service Award Agreement:

- (B) If the employee dies while accumulating seniority, while eligible to retire and prior to the employee's retirement and while the employee's election under this Paragraph 3:10 is in effect. there shall be a spouse option pension payable to the said spouse, provided such spouse is then living, commencing with the month following the month of the employee's death and each month thereafter during such spouse's lifetime. The amount of the spouse option pension shall be equal to fifty (50) percent of that basic monthly pension amount which would have been payable to the employee if the employee had retired immediately prior to death and the em-

86
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ployee's basic monthly pension had been determined and converted in accordance with (A) above.

An employee's spouse option election shall be made by application in writing on a form supplied by the employer and submitted to the employer with proof of age and of the marriage or common-law arrangement, such election shall be irrevocable, provided however, that the death of said spouse or dissolution of their marriage prior to the date on which the first pension payment is due to the employee shall nullify the spouse option election. An employee's spouse option election shall be effective upon submission of the employee's application if such application is also accompanied by evidence of the employee's good health satisfactory to the employer, otherwise such election shall be effective at the earlier of (I) the expiration of a two (2) year period from the date of submission of application with proof of age and of the marriage or (II) submission of such evidence of good health and proof of age and of the marriage or common-law arrangement, provided however, that no election may become effective after the employee's retirement date.

If an employee's election under this Paragraph 3:10 shall have become effective, the amount of any basic monthly pension payable under this Pension Plan and Service Award Agreement shall be further reduced. The amount of such reduction shall be determined on the basis of the period, or periods, any one or more spouse option election was in effect and at a rate of 6/10ths of 1 percent per year computed to 1/

12 year for each completed month of such period or periods. If there is more than one period, the amount of reduction shall be cumulative. If the spouse option election is not in effect at the employee's retirement, pension benefits will be payable as otherwise provided in this Pension Plan and Service Award Agreement.

ARTICLE IV

Deductions

Paragraph 4:01

- (A) There shall be deducted from the amount of pension payable to each pensioner and each recipient of a total and permanent disability pension under the provisions of Articles II and III, a sum equal to the full amount of any benefit, annuity, pension or payment of similar kind payable of such person after retirement for any period of service covered by this plan, under any other plan of the Company or its parent or any affiliate or subsidiary of either to which the person is or shall be or, upon application would become entitled; provided that, if such person shall have contributed to the source or fund from which any such benefits, annuity, pension or payment shall be paid or become payable, such full amount of the deduction for such benefit, annuity, pension or payment shall be decreased by the amount which shall be attributable to the contributions which such person shall have made to such source or fund.
- (B) The deductions from pensions referred to in Paragraph 4:01 of this Article IV shall not be made from the monthly or lump sum payments to a beneficiary or the estate of a pensioner where an employee has elected an optional form of pension in accordance with Paragraph 3:07 of Article III.
- (C) There shall be deducted from the amount of Type

A supplementary pension payable to each recipient of a total and permanent disability pension under the provisions of Article III or to the recipient of an early retirement pension under the provisions of Article III.

The sum equal to the amount of statutory benefit to which the pensioner shall or could be entitled to receive upon application.

Paragraph 4:02

Each person who retires under the plan shall furnish to the Board proof satisfactory to it of the amount of any such benefit, annuity, pension or payment to which he is or shall be or upon application would become entitled and, upon request of the Board, will authorize the Board to obtain information relating to such benefit, annuity, pension or payment from any government agency. If any applicant for a pension or pensioner shall fail to furnish any such proof or authorization, the Board may compute his pension and deductions on the basis of estimates which in its judgement are reasonable. The deductions which are provided for in this Article III shall be made not only with respect to any of the above-mentioned payments which shall actually be received by a pensioner, but also with respect to any such payments to which he would be entitled, except for some act or failure to act by him or on his behalf, such as leaving Canada, failure to make application therefor or failure to notify the proper authority of his address.

Paragraph 4:03

If any of the payments which are deductible from pensions under this Article IV shall be paid in the case of a pension from a pension plan established by the General Tire and Rubber Company of Canada Limited or its parent or otherwise paid

or payable to a pensioner in a lump sum, it shall be prorated on a monthly basis from the date on which it shall be paid in the case of a pension from a pension plan established by the General Tire and Rubber Company of Canada Limited or its parent or otherwise paid or payable (at a rate each month equal to the entire amount of pension otherwise payable to such pensioner from the pension fund in such month) and no pension shall be payable to such pensioner under the plan until said payment, as thus prorated shall be exhausted.

ARTICLE V

Application For Retirement

Paragraph 5:01

Each application for retirement shall be in writing on the form or forms provided by the pension board and shall be made to the Pension Board and shall be filed in such manner and with such person as the Pension Board may specify. The Pension Board may require that there be furnished to it in connection with any such application for retirement proof of age and any other information as may reasonably be required. If an applicant fails to furnish such information or proof, the Pension Board may compute his pension, if any, on any basis by it deemed reasonable.

ARTICLE VI

Administration

Paragraph 6:01

The administration of this Plan shall be the responsibility of the Company and shall be carried out by a Pension Board, which shall consist of three (3) or more persons from the management of the employing Company to be appointed annually by the Board of Directors of the employing

87
17
2

Company and to serve until their successors shall have been appointed in like manner. At the time of their appointment, the Board of Directors shall designate one (1) of the members of the Pension Board as its Chairman.

Paragraph 6:02 - The Pension Board Shall Have Authority:

- (A) To grant pensions in the amounts and upon the terms and conditions provided for under this Plan; provided such action as shall be taken is in no way inconsistent with any applicable laws, rules or regulations that may have been or shall be adopted or promulgated by a government authority having jurisdiction over the Fund or Plan;
- (B) To interpret and apply the provisions of the Plan, to resolve ambiguities and to correct errors, and to make, amend, repeal, and enforce such rules and regulations as it may deem necessary or proper for the efficient operation of this Plan;
- (C) From time to time, to adopt mortality tables and the interest rate to be used as the basis for all actuarial calculations;
- (D) To appoint an actuary who shall recommend to the Pension Board the mortality tables and interest rates, and shall make actuarial valuations of the assets and liabilities of the Plan; and
- (E) To perform such other duties as may be assigned to it from time to time by the Board of Directors of the employing Company.

Paragraph 6:03

The Pension Board shall hold meetings upon such notice, at such place or places, and at such time as the members of the board shall determine from time to time. A majority of the members of the Pension Board at the time in office shall constitute a quorum for the transaction of business; but a majority of those present, though less

than a quorum, may adjourn any meeting from **time to time** until a quorum shall have been obtained. Any action approved by the vote of a majority of those present at any meeting, if those present constitute a quorum, shall be the action of the Pension Board, the Pension Board may take action without meeting if approval of the action is in writing by all members at the time in office.

Paragraph 6:04

The Pension Board shall prepare or cause to be prepared, an annual report within a reasonable period of time after the end of each calendar year after the effective date setting forth in reasonable summary the operation of the Plan for such year.

Paragraph 6:05

The Company shall provide to each member a written explanation of the terms and conditions of the Plan and amendments thereto applicable to him, together with an explanation of the rights and duties of the employee with reference to the benefits available to him under the terms of the Pension Plan.

ARTICLE VII

Payment of Pensions

Paragraph 7:01

The Company is free to determine the manner and means of making provisions for, and paying, the pension benefits set forth in this Plan; however, the Company agrees to reserve or set aside each year the amount required on a sound actuarial basis to pay the pension benefits provided by the Plan for the life of each pensioner retired under the Plan during such year.

Paragraph 7:02

For the purpose of this Plan, the Company may

establish, or cause to be established, alone or in conjunction with other employing Companies, a pension trust or trusts. Any employing Company may pay, or cause to be paid, into such trust or trusts such amounts as the Company shall approve.

Paragraph 7:03

The funds of any such trust or trusts may be invested, reinvested and used for the payment of or making provisions for pensions granted in accordance with this plan and for the payment of such costs and expenses, including taxes, of operation and administration of this plan as may be required by law or as may from time to time be directed or approved by the Pension Board; but in the discretion of the Company such funds or any part or parts of them may be commingled with any other fund or funds established for use in connection with the payment of pensions to any employees of any employing company. No part of the assets of the trust or trusts may be used for or diverted to purposes other than the exclusive benefit of employees at any time prior to the satisfaction of all liabilities to employees covered by the trust or trusts.

Paragraph 7:04

Notwithstanding anything to the contrary contained elsewhere in this Article, payments to the Fund, the investment and loan of monies constituting said Fund, and the payment of pensions, shall be made in such manner as to comply with legislation that may have been or shall be adopted or promulgated by a governmental authority having jurisdiction over the Fund or Plan. Appropriate adjustments shall be made in the Plan where necessary.

ARTICLE VIII

General Provisions

Paragraph 8:01

Nothing in this Plan shall be **deemed** to give any employeethe right to be retainedin the service of an employing Company or to interfere with the right of the employing Company by which he shall then be employed to discharge any employee at any time. The foregoing shall not be deemed to modify the provisions of any Agreements which may be made by any of the employing Companies with **the** recognized Collective Bargaining representative of any of their employees.

Paragraph 8:02

Sale, transfer, anticipation, assignment, pledge or any kind of encumbrance of pensions will not be permitted or recognized under any circumstances. Neither pensions, nor any payment on account thereof, shall be subject to attachment or other legal process for or against a pensioner.

Paragraph 8:03

Subject to the provisions of any Agreements which may be made by any of the employing Companies with the recognized Collective Bargaining representatives of any of their employees, the Company reserves the right to modify, amend or terminate this Plan, in whole or in part, at any time and for any reason. On and after termination of this Plan, no further pension rights or obligations shall accrue under this Plan to any employee who has not retired thereunder prior to such termination provided, however, that no pension granted prior to the date of such termination shall be reduced, suspended or discontinued, except as otherwise specifically provided herein.

Paragraph8:04

In the event of termination, all assets of the Plan shall be used for the exclusive benefit of the participants and no part thereof shall be returned to the Company, except the excess, if any, which may exist because of erroneous actuarial computation.

Paragraph8:05

No employee prior to his retirement under the conditions of eligibility for pension benefits as provided by this Plan shall have any rights or interest whatsoever in or to any portion of any funds which may be paid into any pension trust or trusts established for the purpose of paying pensions and no employee or pensioner shall have any right to pension benefits except to the extent provided in this Plan.

15 Jun 11
3

Paragraph 8:06

The Company may act for and on behalf of any or all of the employing Companies in all matters pertaining to the operation and administration of this Plan.

ARTICLE IX

Conditions

Paragraph9:01

The Plan and all of the Company's obligations and employee's rights thereunder are conditioned on and subject to the approval of the relevant governmental tax authorities. If on the effective date of the Pension Plan the Company has not all the approvals which it may deem necessary to establish that it is entitled to deduct the amount of its contributions to the Pension Plan as an expense before taxes under the provisions of the Income Tax Act, or any other appli-

cable tax laws, as now in effect or as hereafter amended or adopted. the Plan shall not become effective.

Paragraph 9:02

In the event of refusal by the Board of Directors or by the relevant authorities, to approve this Agreement on or before the 1st day of December 1990 or in the event of the government tax authorities refusing to approve this Agreement, as defined in Section 9:01 hereof, after such date or of their withdrawal after such date of approval of this Agreement previously given, either the Union or the Employer may apply to the Ontario Labour Relations

Board for permission to terminate any Collective Labour Agreement then in effect, and the other party shall join in such application. If subsequent to notice of termination of such Collective Labour Agreement, or subsequent to termination of this Agreement, the parties settle any difference between them and this Agreement is reinstated or a successor Agreement is made, then such Collective Labour Agreement if terminated, shall be reinstated to continue in full force until subsequently terminated according to its provisions as contained therein.

ARTICLE X

Service Awards

Paragraph 10:01

Under the following terms and conditions, the Company will pay a Service Award:

- (A) an employee must have five (5) or more years of credited service;
- (B) an employee is no longer able to meet the requirements of his job and cannot qualify for transfer, under the terms of the Labour Agreement, to another job within the plant, and is ineligible for any pension under the Pension Plan. The employee's qualifica-

tions are to be determined by the Company.

Paragraph 10:02

Any employee who becomes eligible for a Service Award under the conditions as stated in Paragraph 10:01 above shall have said Service Award calculated on the basis of a percentage of his aggregate earnings during his period of continuous service determined as follows: for an employee with at least five (5) and less than ten (10) years of continuous service - two percent (2%); For an employee with at least ten (10) and less than fifteen (15) years of continuous service - two and one-half percent (2-1/2%); For an employee with fifteen (15) or more years of continuous service - three percent (3%); For an employee with twenty (20) or more years of continuous service - four percent (4%); For an employee with at least five (5) years of continuous service who retires on his normal retirement date - three percent (3%).

Paragraph 10:03

An employee who is laid off and is eligible for recall shall not be entitled to a Service Award.

Paragraph 10:04

An employee, by his acceptance of a Service Award, thereby terminates his service with the Company and loses all seniority and re-employment rights, and he may be rehired only at the option of the Company, and then only as a new employee without credit for previous service.

Paragraph 10:05

An employee discharged for cause forfeits all rights to and is not eligible for for a Service Award.

Paragraph 10:06

In the event that all operations of the employer at the plant covered by this Agreement shall be completely and permanently discontinued, an employee who is not offered like employment and/or a transfer in or to another substituted factory of the employer in Canada, and is released from employment as a result thereof, shall be entitled to early retirement (but no other benefit) without the consent of the Company, if such employee is otherwise eligible for early retirement under the provisions of the Pension Plan. If such employee is ineligible for a pension under such Pension Plan, and is ineligible for a Service Award under the Service Award Plan (but has five (5) or more years of continuous service), the Company will pay to such employee the Service Award (but no other benefit) which he would be eligible to receive if he were released from employment because he had become physically or mentally unable to perform the work of his classification or that of another classification to which he might be eligible for transfer.

ARTICLE XI

Appeals Procedure

Paragraph 11:01

If any differences shall arise between any employing Company or the Pension Board and any employee who shall be an applicant for retirement or pensioner as to:

- (A) The number of years of credited service of such employee or pensioner; or
- (B) The age of such employee or pensioner; or
- (C) The amount of pension or service award to which an employee or pensioner is entitled; or
- (D) Whether such employee or pensioner, if he shall have been determined to be perma-

nently disabled but shall not have reached his normal retirement date, became permanently disabled through some unavoidable cause;

And if agreement cannot be reached between the Pension Board and the employee or pensioner such question may be taken up as a grievance under the grievance procedure provided for in the applicable Labour Agreement at the level at which a grievance is presented to the Company's Grievance Committee. If any such grievance shall be taken before an impartial umpire or arbitrator in accordance with such procedure, then the impartial umpire or arbitrator shall have authority only to decide the question pursuant to the provisions of this Agreement applicable to the question, but he shall have no authority in any way to alter, add to or subtract from any of such provisions. The decision of the impartial umpire or arbitrator on any such question shall be binding on the employing Company, the Pension Board and the employee or pensioner and all other interested parties.

Paragraph 11:02

If any differences shall arise between any employing Company and any employee as to whether such employee is or continues to be permanently disabled, such differences shall be resolved as follows:

The employee shall be examined by a physician appointed for the purpose and compensated by the employing Company and by a physician appointed for the purpose, and compensated by the employee or the Union. If they shall disagree concerning whether the employee is perma-

nently disabled, that question shall be submitted to a third physician selected by such two physicians. The medical opinion of the third physician, after examination of the employee and consultation with the other two physicians shall decide such question. The fees and expenses of the third physician shall be borne by the employing Company. In the event the employee refuses to be examined or fails to appoint or cause to be appointed, a physician to represent him for the purposes of this Paragraph, he shall have no rights to any pension under the plan until the refusal is withdrawn or such appointment is made.

ARTICLE XII

General Provisions

Paragraph 12:01

During the term of this Agreement, but only so long as the provisions of Article I hereof, and the Pension Plan and Service Awards, insofar as they apply to the employees represented by the Union, shall continue in effect without modification or change, neither the Union nor any of its officers or representatives nor any of the employees shall:

- (A) demand that the Company increase the rates of pay of the employees on account of or for use in paying the cost, in whole or in part, of pension benefits or Service Awards for the employees; or
- (B) demand that the pension benefits under the Pension Plan, or Service Awards, or the provisions of Article 1 of this Agreement be changed in any respect or terminated or that new pension, Service Awards, or similar benefits be established or that the amount which the Company is required by the provisions of Article 1 of this Agreement

- to pay or cause to be paid or provided for any or all such benefits for the employees represented by the Union be increased; or
- (C) engage or continue to engage in or in any manner encourage or sanction any strike, work stoppage, interruption or impeding of work at any of the plants or establishments of the Company for the purpose of securing any such increases or any such change or any other action with respect to pension benefits and/or service awards and the Company shall not have any obligation to negotiate or bargain with the Union with respect to any of the matters covered by, or relating to, Clauses (A), (B), (C) of this Paragraph.

Paragraph 12:02

Subject to the foregoing, this Agreement shall become effective April 1, 1990 and shall continue in full force and effect in respect to all benefits at least until the first day of June, 1993 or if no notice is given as provided in the following paragraph, then this Agreement shall be extended from year to year thereafter, the last day of the original period or of any extended period being referred to herein as the termination date.

Paragraph 12:03

Either the Union or the Company may give to the other a written notice of its desire to modify or its intention to terminate this Agreement not **less** than sixty (60) days nor more than ninety (90) days prior to the termination date. In such event, negotiations will commence within fifteen (15) days of notification unless otherwise mutually agreed and if negotiations are not completed prior to **the** termination **date**, this Agreement shall continue in full force and effect thereafter, **subject**

to termination upon at least sixty (60) days' written notice by either party to the other given on or after the termination date.

Paragraph 12:04

Termination of this Agreement shall not have the effect of automatically discontinuing the Pension Plan insofar as It affects the pensions of those retiring before the termination date and no pension granted prior to such termination shall be varied, reduced, suspended or discontinued except as specifically provided in the Pension Plan.

Signed this **1st** day of April, **1990**, at Welland, Ontario, between:

**LOCAL 455,
UNITED RUBBER, CORK,
LINOLEUM AND PLASTIC
WORKERS OF AMERICA,
AFL-CIO-CLC**

**GENCORP
CANADA INC.
WELLAND,
ONTARIO.**

**F. Houle
L. Munro
N. Labbe
B. Martin
P. Drobyen
C. Scime International
Field Representative**

**D.E. Servos
D. Whidden
B. Baird
W. Denbesten
S. Thompson**

3/2

**11TH AMENDED AGREEMENT ON
SUPPLEMENTAL UNEMPLOYMENT BENEFITS)
PLAN**

This Agreement is made and entered into this 1st day of April, 1990, by and between GenCorp Canada Inc. (hereinafter referred to as the "Company") and Local Union No. 455, United Rubber, Cork, Linoleum and Plastic Workers of America (hereinafter referred to as the "Union").

Whereas the parties hereto established a Supplemental Unemployment Benefits Plan by an Agreement on Supplemental Unemployment Benefits dated the 3rd day of March, 1957 as amended.

And whereas the parties desire to provide for certain modifications and amendments thereto.

Now, therefore, it is mutually agreed as follows:

Article Index	Page
Article 1	
Eligibility for a Regular Benefit	154
Article II	
Amount of Benefits	162
Article III	
Credit Units & Duration of Benefits.....	169
Article IV	
Application & Determination of Eligibility..	174
Article V	
Administration of the Plan and Appeal Procedure.....	176
Article VI	
Financial Provisions	184
Article VII	
Conditions to Effectiveness and Continuation of Plan	194
Article VIII	
Miscellaneous.....	195
Article IX	
Definitions.....	198
Article X	
Duration and Termination	205

ARTICLE I

Eligibility for Benefits

Section 1. Eligibility for a Regular Benefit

An employee shall be eligible for a regular benefit for any week beginning on or after the effective date of this Agreement if with respect to such week he:

(A) was on a qualifying layoff, as described in Section 4 of this Article, for all or part of the week;

(B) received an Unemployment Insurance System Benefit not currently under protest by the Company or was ineligible for an Unemployment Insurance System Benefit for only one or more of the following reasons:

1. He did not have prior to layoff a sufficient period of employment or earnings covered by the Unemployment Insurance System;
2. Exhaustion of his Unemployment Insurance System Benefit rights;
3. The amount of his pay, from the Company or otherwise;
4. He was serving an Unemployment Insurance System "waiting week" while temporarily laid off out of line of seniority pending placement under the terms of the Collective Labour Agreement provided that the provisions of this Item (4) shall not be applicable to: 1) plant rearrangement, (2) inventory layoff, (3) when he has refused or delayed placement to a job to which his seniority entitles him;
5. The week was a second "waiting week" within his benefit year under the Unemployment Insurance System, or was an Unemployment Insurance System "waiting week" immediately following a week for which he received an Unemployment Insurance System benefit, or occurring within less than fifty-two (52) weeks since

- his last Unemployment Insurance System "waiting week";
6. He refused a Company work offer which he has an option to refuse under the Collective Labour Agreement or which he could refuse without disqualification under Section 4 (B) (3) of this Article;
 7. He was on layoff because he was unable to do work offered by the Company while able to do other work in the plant to which he would have been entitled if he had had sufficient seniority;
 8. He failed to claim an Unemployment Insurance System Benefit and his pay received or receivable from the Company for the week was not less than his allowable earnings, minus \$2.00;
 9. He was receiving pay for military service with respect to a period following his release from active duty therein;
 10. He was entitled to statutory retirement or disability benefits which he received or could have received while working full time;
 11. He was denied an Unemployment Insurance Benefit and it is determined, with the concurrence of the Canada Employment and Immigration Commission, that, under the circumstances, it would be contrary to the intent of the Plan and Commission policy to deny him a benefit;
 12. He was required to take work under the Unemployment Insurance law paying less than 80% of his "weekly straight time pay";
 13. He voluntarily took work paying less than 80% of his "weekly straight time pay".
- (C) Was actively seeking work or had accepted work other than that covered by the Bargaining Unit which paid **less than 80%** of his "weekly straight time pay", had not failed or refused to accept work

deemed suitable under the applicable Unemployment Insurance System and has met any registration and reporting requirements of an employment office of such applicable Unemployment Insurance System, except that this subsection does not apply to any employee who was ineligible for an Unemployment Insurance System benefit or "waiting week" credit for the week only because of the amount of pay or his failure to claim an Unemployment Insurance System benefit when Company pay was not less than his allowable earnings minus \$2.00 (as specified, respectively in Items (3) and (8) of Subsection 1 (B) above);

- (D) Has to his credit a credit unit or fraction thereof;
- (E) Did not receive an Unemployment Benefit under any contract or program of another employer or under any other "sub" plan of the Company (and was not eligible for such a benefit under a contract or program of another employer with whom he has a greater seniority than with the Company nor under any other "sub" plan of the Company in which he has credit units which were credited earlier than his oldest credit units under this plan);
- (F) Was not eligible for an automatic short week benefit;
- (G) Has made a benefit application in accordance with procedures established by the Company hereunder.

Section 2. Eligibility For A Special Short Week Benefit

An employee shall be eligible for a Special Short Week benefit for any week beginning on or after the effective date of this Agreement if;

- (A) During such week he performed some work for the Company or performed compensated work for the Union or was otherwise compensated by

the Company for a day or part thereof but his compensated or available hours were less than the number of hours in his standard work week. During a week of scheduled shutdown, compensation for a holiday or holidays (but only with respect to an employee laid off in a reduction of force in accordance with the applicable Collective Labour Agreement), for vacation or for work for the Union or a combination thereof, shall not of itself qualify him for a benefit hereunder;

- (B) With respect to such week his Company pay and any Company pay which he would have received for hours scheduled for or made available to him but not worked did not equal or exceed his allowable earnings;
- (C) With respect to such week he satisfied all of the eligibility conditions for regular benefit.

Section 3. Eligibility For An Automatic Short Week Benefit

- (A) An employee shall be eligible for an Automatic Short Week benefit for any week beginning on or after the effective date of this Agreement if:
 - 1. During such week he performed some work for the Company, or performed compensated work for the Union or was otherwise compensated by the Company for a day or part thereof, but his compensated or available hours were less than the number of hours in his standard work week. During a week of scheduled shutdown, compensation for a holiday or holidays (but only with respect to an employee laid off in a reduction of force in accordance with the applicable Collective Labour Agreement), for vacation or work for the Union or a combination thereof, shall not of itself qualify him for a benefit hereunder;

2. He had at least one (1) year of seniority as of the last day of such week;
 3. He was on a qualifying layoff, as described in Section 4 of this Article, for some part of such week;
 4. With respect to such week his Company pay and any Company pay which he would have received for hours scheduled for or made available to him but not worked, equalled or exceeded his allowable earnings; and
 5. He did not have a period or periods of layoff in the week and in the preceding or following week occurring in such sequence as to constitute a "week of unemployment" (as defined under the applicable Unemployment Insurance System) which included some part of the week; provided, however, that when an employee has a period of layoff with respect to which he has established such an Unemployment Insurance System "week of unemployment", which starts on a day other than Sunday or Monday, he will be entitled (if otherwise eligible) to receive a partial automatic Short Week benefit with respect to any hours of layoff on days within a work week which are not included in such (or any other) established Unemployment Insurance System "week of unemployment".
- (B) No application for an Automatic Short Week benefit, other than a partial Automatic Short Week benefit, will be required of an employee. However, if an employee believes himself entitled to an Automatic Short Week benefit for a week which he does not receive on the date when such benefits for such week are paid, he may file written application therefore in accordance with procedures established by the Company.

- (C) An Automatic Short Week benefit payable for a week shall be in lieu of any other benefit under the Plan for that week, except that this provision does not apply to a partial Automatic Short Week benefit.

Section 4. Conditions With Respect to Layoff

- (A) A layoff for the purposes of this Plan is any layoff resulting from a reduction in force or temporary layoff, or from the discontinuance of a plant or operation if the employee is not entitled to benefits under Article 10 of the Pension Plan and Service Award Agreement dated June 1, 1981, or successor Agreement, or a layoff occurring or continuing because the employee was unable to do the work offered by the Company although able to perform other work in the plant to which he would have been entitled if he had had sufficient seniority. Medically restricted employees awaiting suitable placement will be considered on layoff occurring in a reduction in force.
- (B) An employee's layoff for all or part of any week will be deemed qualifying for Plan purposes only if:
1. Such layoff was from the Bargaining Unit;
 2. Such layoff was not for disciplinary reasons, and was not a consequence of:
 - I) Any strike*, slowdown, work stoppage, picketing (whether or not by employees), or concerted action, at a Company plant or plants, or any dispute of any kind involving employees or other persons employed by the Company, and represented by the Union whether at a company plant or plants or elsewhere;
 - II) Any war or hostile act of a foreign power (but not government regulation

or controls connected therewith);

- III) Sabotage or insurrection; or
- IV) Any act of God; provided, however, this Subsection (IV) shall not apply to the first two (2) weeks of layoff resulting from such cause;

*At the end of any legal strike by employees, the Company and the Union shall mutually agree as to the period of time necessary for normal start-up which shall be incorporated as part of any strike settlement memorandum. After such period of time an employee will not be disqualified for S.U.B. solely because of such strike.

- 3. With respect to such week the employee did not refuse to accept work when recalled pursuant to the Collective Labour Agreement and did not refuse an offer by the Company of other available work, which he had no option to refuse under the Collective Labour Agreement; provided, however, that where maintenance employees refuse production work it will not disqualify them under this Sub-paragraph (3);
- 4. With respect to such week the employee was not eligible for and was not claiming:
 - (I) Any accident or sickness or any other disability benefit (except a Canada Pension Plan Disability Benefit) to a medically restricted employee waiting suitable placement under the terms of the applicable Collective Labour Agreement or except a benefit which he received or could have received while working full time; or
 - (II) Any Company pension or retirement benefit; and
- 5. With respect to such week the employee was not in military service or on military leave.

(C) If, with respect to some but not all of his regular

- work days in a week, an employee is ineligible for a benefit by reason of Subparagraph (B) (2) or (B) (4) of this Section, (and is otherwise eligible for a benefit), he will be entitled to a reduced benefit payment as provided in Section 1 (C) of Article II.
- (D) The determination of eligibility under this Article shall be based upon the reasons for the employee's last separation from the Company.

Section 5. Disputed Claims for Unemployment Insurance System Benefits

- (A) With respect to any week for which an employee has applied for a benefit and for which he:
1. Has been denied an Unemployment Insurance System benefit, and the denial is being protested by the employee through the procedure provided therefor under the Unemployment Insurance System, or
 2. Has received an Unemployment Insurance System benefit, payment of which is being protested by the Company through the procedure provided therefor under the Unemployment Insurance System.

And the employee is eligible to receive a benefit under the plan except for such denial, or protest, the payment of such benefit shall be suspended until such dispute shall have been determined.

- (B) If the dispute shall be finally determined in favour of the employee, the benefit shall be paid to him if and to the extent that he had not exhausted credit units subsequent to the week to which the Unemployment Insurance System Benefit in dispute is applicable.

Section 6. Vacation Shutdowns

It is understood that an employee who is eligible for week of paid vacation in an amount not less than the period of scheduled plant vacation shutdown, will not be eligible to

receive a benefit under the Plan for the period of plant shutdown, regardless of whether he has taken his vacation prior to or is deferring his vacation until after the shutdown, and regardless of his eligibility for unemployment compensation under these circumstances. An employee who has taken vacation during a week or weeks when he otherwise would have been scheduled off in a curtailment of production shall not be disqualified from benefits under the plan, as provided above, to the extent of such week or weeks so taken.

ARTICLE II

Amount of Benefits

Section 1. Regular Benefits And Special Short Week Benefits

- (A) The regular benefit payable to an eligible employee for any week beginning on or after the effective date of this Agreement shall be an amount, which, when added to his Unemployment Insurance Benefit and other compensation, will equal 80% of his weekly straighttime pay for each week for which he is eligible for a regular benefit.
- (B) The Special Short Week benefit payable to an eligible employee for any week beginning on or after the effective date of this Agreement shall be an amount which, when added to the employee's Unemployment Insurance Benefit and other compensation, (excluding the amount of any pay received or receivable from the Company) will equal the product of the number by which his standard work week exceeds his compensated or available hours, counted to the nearest tenth of an hour, multiplied by 80% of his Short Work Week average hourly earnings; provided, however, that a regular benefit shall be payable for the week if the amount of such regular benefit is equal to or greater than the amount of the Special Short Week benefit.
- (C) An otherwise eligible employee entitled to a benefit

reduced, as provided in Subsection 4(C) of Article 1, because of ineligibility with respect to part of the week, will receive the greater of:

1. 1/5 computed under Subsection (A) of this Section for each work day of the week for which he is eligible under this Plan, provided, however, that there shall be excluded from such computation any pay which could have been earned, computed, as if payable, for hours made available by the Company but not worked during the days for which he is not eligible for a benefit under Subsection 4(C) of Article 1; or
2. Any Special Short Week benefit computed under Subsection (B) of this Section for which he may be eligible.

Section 2. Automatic **Short** Week Benefit

(A) The Automatic Short Week benefit payable to any eligible employee for any week beginning on or after the effective date of this Agreement shall be an amount equal to the product of the number by which the number of hours in his standard work week exceeds his compensated or available hours, counted to the nearest tenth of an hour, multiplied by 80% of his Short Work Week average hourly earnings.

(B) An eligible employee entitled to a partial Automatic Short Week benefit with respect to certain hours of layoff not included in an Unemployment Insurance System "Week of unemployment", as provided in Section 3(A) (5) of Article 1, will receive an amount computed as provided in Subsection 2(A) above, based on the number by which the hours for which the employee would regularly have been compensated exceeds his compensated or available hours, with respect to the days within the work week not included in such Unemployment Insurance System "week of unemployment".

Section 3. Unemployment Insurance Benefit and Other Compensation

(A) An employee's Unemployment Insurance Benefit and other compensation for a week means:

1. The amount of Unemployment Insurance System benefit received or receivable by the employee for the week or the estimated amount which the employee would have received if he had not been ineligible therefor solely as set forth in Item **(8)** of Section 1 (B) Article I (concerning a week for which his pay received or receivable from the Company was not less than his allowable earnings minus \$2.00); plus
2. All pay received or receivable by the employee from the Company and except in determining the amount of a Special Short Week benefit, any amount of unearned pay computed, as if payable, for hours made available by the Company but not worked after notice consistent with practices under the Collective Labour Agreement has been given for such week; and provided, that if wages or remuneration are received or receivable by the employee from employers other than the Company and are applicable to the same periods as hours made available by the Company, only the greater of (A) such wages or remuneration in excess of his allowable earnings from other employers; or (B) any amount of pay which could have been earned, computed, as if payable, for hours made available by the Company shall be included; and further provided, that any pay received or receivable for a shift which extends through midnight shall be allocated:
 - (I) To the day on which the shift started if he was on layoff with respect to the corresponding shift on the following day,
 - (II) To the day on which the shift ended if he was on layoff with respect to the corre-

sponding shift on the preceding day, and
(III) **According to the pay for the hours worked** each day, if he was on layoff with respect to the corresponding shifts on both preceding and the following days: and, in any such event, the maximum regular benefit amount shall be modified to any extent necessary so that the employee's benefit will be increased to offset any reduction in his Unemployment Insurance System benefit which may have resulted solely from the Unemployment Insurance Systems' allocation of his earnings for such a shift otherwise than as specified in this Subsection: plus

3. **All wages or remuneration**, as defined under the law of the applicable Unemployment Insurance System, in excess of his allowable earnings received or receivable from other employers for such week (excluding such wages or remuneration which were considered in the calculation under Subsection **(A)** (2) of this Section): plus
 4. The amount of all other benefits in the nature of compensation or benefits for Unemployment received or receivable under any Province or Canadian government system.
- (B) For purposes of Subparagraph **(A)** (1) above, the estimated amount of the Unemployment Insurance System benefit which would have been received by the employee shall be equal to whichever of the following amounts is applicable:
1. If he has an established and currently applicable weekly benefit rate under the Unemployment Insurance System, such benefit rate plus any dependents allowances, or
 2. In all other cases, the Unemployment Insurance System benefit which would apply to an individual having the same number of dependents as the employee and having weekly earnings equal to

- the employee's weekly straight time pay,
- (C) If the unemployment Insurance System benefit actually received by an employee for a week shall be for less, or more, than a full week (for reasons other than the employee's receipt of wages or remuneration for such week), because
1. He has been disqualified or otherwise determined ineligible for a portion of his Unemployment Insurance System benefit for reasons other than set forth in Section 1 (B) of Article 1, or
 2. The applicable Unemployment Insurance week includes one or more "waiting period effective days", or
 3. Of an underpayment or overpayment of a previous Unemployment Insurance System benefit, the amount of the Unemployment Insurance System benefit which would otherwise have been paid to the employee for such Unemployment Insurance week shall be used in the calculation of "Unemployment Insurance benefit and other compensation" for such Unemployment Insurance week.
- (D) If the Unemployment Insurance System benefit applies to a period of less than seven (7) days due to commencement or termination of unemployment other than on the first or last day of the normally applicable week, the seven (7) day period of the normally applicable Unemployment Insurance week will be used in calculating Unemployment Insurance benefit and other compensation for such Unemployment Insurance week.

Section 4. Definition of Scheduled and Unscheduled Short Work Week

- (A) For purposes of the Plan, a scheduled short work week with respect to an employee is a short work week which Management schedules in order to reduce the production of the plant, department or other

unit in which the employee works, to a level below the level at which the production of such plant, department, or unit would be for the week were it not a short work week, but only where such reduction of production is for the purpose of adjusting production to customer demand.

(B) For purposes of the Plan, an unscheduled short work week with respect to an employee is any short work week:

1. Which is not a scheduled short work week as defined in Subsection 4 (A) above;
2. In which an employee returns to work from layoff to replace a separated or absent employee (including an employee failing to respond or tardy in responding to recall), or returns to work, after a full week of layoff, in connection with an increase in production, but only to the extent that the short work week is attributable to such cause.

(C) The Company will advise a designated Union representative, or representatives, of the local Union at the time of layoff of the reason or reasons causing any short work week involving a substantial number of employees.

Section 5. Insufficient Credit Units For Full Benefit

If an employee has to his credit less than the full number of credit units required to be cancelled for the payment of a benefit for which he is otherwise eligible, he shall be paid the full amount of such benefit and all remaining credit units or fractions thereof to his credit shall be cancelled.

Section 6. Effect of Low Trust Fund Position

Notwithstanding any of the other provisions of the Plan, if, and as long as the applicable trust fund position for any week shall be less than 4%, no benefit for such week shall be paid.

Section 7. Benefit Overpayment

- (A) If the Company or the Board determines that any benefit(s) paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the employee receiving the benefit(s) and he shall return the amount of overpayment to the trustee, providing, however, that no repayment shall be required if the cumulative overpayment is \$3.00 or less or if notice has not been given within 120 days from the date the overpayment was established or created, except that no such limitation shall be applicable in cases of fraud or willful misrepresentation.
- (B) If the employee shall fail to return such amount promptly, the trustee shall arrange to reimburse the fund for the amount of overpayment by making a deduction from any future benefits (not to exceed \$15.00 from any one benefit except in cases of fraud or willful misrepresentation), or by requesting the Company to make a deduction from compensation payable by the Company to the employee (not to exceed \$25.00 from any one pay cheque except in cases of fraud or willful misrepresentation), or both. The Company is authorized to make such deduction from the employee's compensation and to pay the amount deducted to the trustee.

Section 8. Withholding Tax

The trustee shall deduct from the amount of any benefit any amount required to be withheld by the trustee or the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, provincial, or municipal government of Canada.

Section 9. Minimum Regular Benefit

Whenever an employee performs no work for the Com-

pany or any other employer, in a week and his regular benefit computed under Section 1 (A) of this Article provides no benefit or benefits of less than \$10.00 for the week, he shall be paid an amount sufficient to bring his benefit for the week up to \$10.00.

Section 10. Deduction of Union Dues

The trustee shall deduct from benefits paid under the Plan, to those employees who have signed a written authorization, union membership dues in such amount as may be fixed by the local Union.

ARTICLE III

Credit Units and Duration of Benefits

Section 1. General

Credit units shall have no fixed value in terms of either time or money, but shall be a means of determining eligibility for the duration of benefits.

Section 2. Accrual of Credit Units

(A) For work weeks commencing on or after the effective date of this Agreement, credit units shall be credited at the rate of 1/2 of a credit unit for each work week for which an employee receives any pay from the Company and for work weeks for which he does not receive pay from the Company but for which he receives a leveling week benefit.

(B) For the purpose of accruing credit units under this Section:

1. Pay in lieu of vacation shall be considered as pay for the work week in which it is paid; and
2. Back pay shall be considered as pay for each work week to which it may be allocable.
3. Non-occupational accident and sickness payments, and Workers' Compensation payments shall be considered as pay for the work week for

which they are paid.

4. Time lost when excused for local Union business and a leave of absence for local Union business shall be included in determining a work week under this Section.

(C) No employee may have to his credit in the aggregate at any one time under this plan and under any "S.U.B." Plan of the Company more credit units than specified below:

Years of Employee's Seniority	Maximum Credit Units
Less than five (5)	52
Five (5) but less than ten (10)	78
Ten (10) but less than fifteen (15)	104
Fifteen (15) but less than twenty-five (25)	130
Twenty-five (25) and over	208

However, any employee who has at any time to his credit in the aggregate a total of the applicable maximum number of credit units (as specified above) under this Plan and any other "S.U.B." Plan of the Company and who would otherwise accumulate additional credit units in the Bargaining Unit in which he is currently employed, may direct that such additional credit units shall be credited to him and a corresponding number of credit units accumulated under this Plan in any other Bargaining Unit or under any other "S.U.B." Plan of the Company, shall be cancelled, as long as the aggregate of his credit units at any one time does not exceed the applicable maximum.

(D) No employee shall be credited with any credit unit prior to the first day of which he:

- (I) Has at least one year of seniority; and
- (II) Is on the active payroll in the Bargaining Unit (or was on such active payroll within forty-five (45) days prior to such first day) but as of such day he shall be credited with credit units for weeks subsequent to his Company service date at the rate

specified in Paragraph (A) of this Section. For the purposes of this Subparagraph only, an employee is on the active payroll in any pay period for which he draws pay while in a Bargaining Unit or is on authorized leave of absence which is limited, when issued, to ninety (90) days or less: during the first ninety (90) days of continuous absence due to illness or injury; on disciplinary layoff: absent without leave up to fourteen (14) calendar days from his last day worked.

- (E) An employee who has credit units as of the last day of a week shall be deemed to have them for all of the week.
- (F) At such time as the amount of any benefit overpayment is repaid to the fund, except as otherwise provided in the Plan, the number of credit units, if any, theretofore cancelled with respect to such overpayment of benefits shall be restored to the employee, except to the extent that such restoration would raise the number of his credit units at the time thereof above the applicable maximum, and except as otherwise provided with respect to credit unit forfeiture under Section 3 of this Article.

Section 3. Forfeiture of Credit Units

A person shall forfeit permanently all credit units with which he shall have been credited if at any time:

- (A) He shall be removed from the rolls of the Company for any reason other than layoff or entering military service,
- (B) He shall lose his rights to rehire with credit for back service,
- (C) He shall be on layoff from the Bargaining Unit for a continuous period of twenty-four (24) months (or for employees with fifteen (15) but less than twenty-five (25) years of seniority, thirty (30) months, or for employees with twenty-five (25) or more years of seniority, forty-eight (48) months). or

(D) He shall willfully misrepresent any material fact in connection with an application by him for benefits under the Plan.

Section 4. Credit Unit Cancellation on Payment of Benefits

The number of credit units to be cancelled for any benefit shall be determined in accordance with the following table on the basis of:

1. The seniority of the employee to whom such benefit is paid; and
2. The trust fund position applicable to the week for which such benefit is paid.

If the seniority of the person to whom such benefit is paid is:

1-5	5-10	10-15	15-20	20 yrs
years	years	years	years	&over

If the trust fund position applicable to the week for which such benefit is paid is:

The credit units cancelled for such benefit shall be:

80% or over	1.00	1.00	1.00	1.00	1.00
70 - 79.99%	1.15	1.00	1.00	1.00	1.00
60 - 69.99%	1.30	1.15	1.00	1.00	1.00
50 - 59.99%	1.50	1.30	1.15	1.00	1.00
40 - 49.99%	2.00	1.50	1.30	1.15	1.00
30 - 39.99%	2.50	2.00	1.50	1.30	1.15
20 - 29.99%	3.33	2.50	2.00	1.50	1.30
10 - 19.99%	5.00	3.33	2.50	2.00	1.50
4 - 9.99%	7.50	5.00	3.33	2.50	2.00
Under 4%	--- NO BENEFIT PAYABLE ---				

Exceptions to the credit unit cancellation rates in the above table are as follows:

1. 1/2 of the number of credit units will be cancelled for an unscheduled automatic short week benefit pay-

able for three (3) or more hours when with respect to such week the employee has earned from the Company an amount equal to or in excess of 80% of his weekly straight time pay; and

2. No credit unit shall be cancelled when an employee receives:

(I) An automatic short week or special short week benefit for a scheduled short work week;

(II) A levelling week benefits; or

(III) An automatic short week benefit for an unscheduled short work week payable for less than three (3) hours.

Section 5. Armed Services

An employee who enters the Armed Services of Canada directly from the employ of the Company shall, while in such service, be deemed, for purposes of the Plan, to be on leave of absence and shall not be entitled to any benefits. All credit units credited to an employee at the time of his entry into such service shall be credited to him upon his reinstatement as an employee.

Section 6. Transfer Out of Bargaining Unit

If an employee is transferred out of the Bargaining Unit to a job which is not covered by a similar supplemental Unemployment benefit plan of the Company, his credit units shall be cancelled. They shall be reinstated, however, if he is transferred back to the Bargaining Unit with, or after he acquires, at least one years seniority therein.

Section 7. Exhaustion of Credit Units

On exhaustion of an employee's credit units he shall not be entitled to further benefits.

Section 8. Cancellation of Credit Units

When an employee's credit units are cancelled under the provisions of Section 3 of this Article, he shall be entitled to no further benefits until he shall have been credited with additional credit units.

ARTICLE IV

Application and Determination of Eligibility

Section 1. Applications

(A) Filing of Applications.

An application for a benefit may be filed either in person or by mail in accordance with procedures established by the Company. Such procedures shall require the applicant to apply for a benefit within sixty (60) days after each week for which he is claiming benefits: provided, however, that if the payment of the benefit is delayed because of an Unemployment Insurance System benefit being protested, an application may be made within two (2) weeks after the protest has been settled. Under such procedures an employee applying for a benefit shall be required to appear personally at a location designated for this purpose to register as an applicant and to supply needed information at the time of, or prior to, making his first application following layoff.

(B) Application Information.

Applications filed for a benefit under the Plan will include:

1. In writing any information deemed relevant by the Company with respect to other benefits received, earnings and the source thereof, dependants, and such other information as the Company may require in order to determine whether the employee is eligible to be paid a benefit and the amount thereof; and
2. With respect to a regular or special short week benefit the exhibition of the employee's Unem-

ployment Insurance System benefit cheque or other evidence satisfactory to the Company of either

- (I) His receipt of or entitlement to an Unemployment Insurance System benefit, or
- (II) His ineligibility for an Unemployment Insurance System benefit only for one (1) or more of the reasons specified in Section 1 (B) of Article 1; provided, however, that in the case of Unemployment Insurance System benefit ineligibility by reason of the pay received from the Company or otherwise (Item 3 of Section 1(B) of Article 1), Unemployment Insurance System evidence for such reason of ineligibility shall not be required.

Section 2. Determination of Eligibility

(A) Application Processing by Company

When an application is filed for a benefit under the Plan and the Company is furnished with the evidence and information required, the Company shall determine the employee's entitlement to a benefit. The Company shall advise the employee of the number of credit units cancelled for each benefit payment and the number of credit units remaining in his credit after such payment.

(B) Notification of Trustee to Pay

If the Company determines that a benefit is payable, it shall deliver prompt written notice to the trustee to pay the benefit. The payment of benefits under the Plan may be made by, and the return of amounts of overpayment may be made to, the representatives of the trustee appointed by it for such purpose. Such representative may be employees of the Company.

(C) Notice of Denial of Benefits

If the Company determines that an employee is not entitled to a benefit, it shall notify him promptly, in

writing, of the reason(s) for the determination.

(D) Union Copies of Application and Determinations

The Company shall furnish promptly to the local Union S.U.B. representative a copy of each application and a copy of all Company determinations of benefit payment ineligibility or overpayment.

ARTICLE V

Administration of the Plan and Appeal Procedures

Section 1. Powers and Authority of the Company

(A) Company Powers

The Company shall have such powers and authority as are necessary and appropriate in order to carry out its duties under this Article, including without limitation, the following:

1. To obtain such information as the Company shall deem necessary in order to carry out its duties under the Plan:
2. To investigate the correctness and validity of information furnished with respect to an application for benefit;
3. To make initial determinations with respect to benefits:
4. To establish reasonable rules, regulations and procedures concerning:
 - (I) The manner in which and the times and places at which applications shall be filed for benefits; and
 - (II) The form, content and substantiation of applications for benefits,
5. To designate an office or department at the plant, or in the alternative a location in the general area of the plant, where employees laid off may appear for the purpose of complying with the Plan requirements;
6. To determine the maximum funding of the fund and the trust fund position;

7. To establish appropriate procedures for giving notices required to be given under the Plan;
8. To establish and maintain necessary records; and
9. To prepare and distribute information explaining the Plan.

(B) Company Authority

Nothing contained in this Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine or modify at any time levels of employment, hours of work, the extent of hiring and layoffs, production schedules, manufacturing methods, the products and parts thereof to be manufactured, where and when work shall be done, marketing of its products, or any other matter relating to the conduct of its business or the manner in which its business is to be managed or carried on, in the same manner and to the same extent as if this Plan were not in existence; nor shall it be deemed to confer either upon the Union or the Board of Appeal any voice in such matters.

Section 2. Appeals Procedure

(A) First Step Appeals

The Company shall designate one person to serve as its representative for the consideration of appeals by applicants and the Union shall designate a representative for the same purpose. The employee designated as the representative of the Union shall be paid for time lost from work in attending meetings with the Company representative for the consideration of such appeals. Such payment shall be made directly by the Company.

Any person who shall have been determined by the Company not to be entitled to a benefit. who shall have been determined to be entitled to be paid a benefit that is lesser in amount than the amount to

which such person believes he is entitled, who questions the number of credit units credited to him at the time of layoff, who has had more of his credit units cancelled than he believes correct or who is determined to be ineligible for a benefit which determination is disputed by him, may appeal such determination by presenting an appeal (other than determinations made in connection with Section 1 (B) (11) of Article I), on a form to be provided for the purpose, either to the Company representative or to the Union representative. In situations where a number of employees had filed applications for benefits under substantially identical conditions, an appeal may be filed with respect to one of such employees and the decision thereon shall apply to all such employees. If there is no local Union or plant S.U.B. representative at the plant because of discontinuance of such plant, the appeal may be filed directly with the Board of Appeals.

Appeals concerning determination made in connection with Section 1 (B) (11) of Article I (contrary to intent of plan) shall be made directly to the Board. Such written appeal must be filed within thirty (30) days following the date of notice of such determination or denial or reduction of such benefit to such person, or within thirty (30) days after the date of mailing of a cheque of such smaller amount by the trustee to such person. The representative who receives said written appeal will promptly furnish one (1) copy to the representative of the other party. If either the Company representative or the Union representative shall find that such appeal is justified, he shall so notify the other representative and the Company representative and Union representative shall meet within ten (10) days from the date of the appeal (or such extended time as may be agreed upon) to determine the disposition of such appeal. In the event the two (2) parties cannot agree upon the disposition of the appeal, either representative may

refer the matter to the Board of Appeals for disposition, on a form to be provided for that purpose.

- (B) 1. Within twenty (20) days after disposition of an appeal by the Company and Union representatives, the Union representative may request a ruling by the Board of Appeals. Such a request shall be in writing, shall specify the respects in which the Plan is claimed to have been violated and shall set forth the facts relied upon as justifying a reversal or modification of the determination appealed from. A copy of said request will be furnished to the Company representative. The Board of Appeals shall have no jurisdiction to act upon an appeal made after the time specified above or upon an appeal which does not otherwise comply with this Subparagraph. Subject to the limitations of Subparagraph (2) set forth below, the handling and disposition of such request to the Board of Appeals shall be in accordance with the regulations and procedures established by the Board.

The Union representative, or the Union member of the Board of Appeals may withdraw any appeal to the Board at anytime before it is decided by the Board.

2. In ruling upon appeals, the Board shall have no authority to waive, vary, qualify, or alter in any manner, the eligibility requirements set forth in the Plan, the procedure for applying for benefits set forth herein, or any other provisions of the Plan, and shall have no jurisdiction other than to determine, on the basis of the facts presented and in accordance with the provisions of the Plan:
- (I) whether the first step appeal and the appeal of the Board were made within the time and in the manner specified in this Section;
 - (II) whether the employee is an eligible person with respect to the benefit involved and, if so;

- (III) the amount of any benefit payable;
 - (IV) whether the accrual or cancellation of credit units was properly determined,
 - (V) any question by either the Company or the Union concerning the interpretation or application of this Plan unless specifically excluded from the appeals procedure.
3. There shall be no appeal from the decision of the Board of Appeals. It shall be final and binding upon the Union, its members, the employee involved, the trustee, and the Company. The Union will discourage any attempt of its member to appeal and will not encourage or co-operate with any of its members in any appeal to any court or labour board from any decision of the Board, nor will the Union or its members by any other means attempt to bring about a settlement of any claim or issue on which the Board is empowered to rule hereunder.

(C) Applicability of Appeals Procedure

The appeals procedure set forth in this Section may be employed only for the purposes specified in the Plan. Such procedure shall not be used to protest a denial of an Unemployment Insurance System unemployment benefit or to determine whether or not a benefit should have been paid under an Unemployment Insurance System. (Appeal procedures under Unemployment Insurance law being the exclusive remedy therefor). The Board of Appeals shall have no power to determine questions arising under any Collective Labour Agreement, even though relevant to the issues before the Board. All such questions shall be determined through the regular procedures provided therefor by the Collective Labour Agreement, and all determinations made pursuant to such Agreement shall be accepted by the Board.

(D) Composition and Procedure - Board of Appeals.

1. There shall be established a Board of Appeals consisting of four (4) members, two (2) of whom

shall be appointed by the Company (hereinafter **referred to as** the Company members). and two (2) of whom shall be appointed as follows: one (1) by the International Union, United Rubber, Cork, Linoleum and Plastic Workers of America, and one (1) by Local 455, hereinafter referred to as the Union members. Each member of the Board shall have an alternate. In the event a member is absent from a meeting of the Board, his alternate may attend, and when in attendance, shall exercise the powers and perform the duties of such member. Either the Company or the Union at any time may remove a member appointed by it and may appoint a member to fill any vacancy among the members appointed by it. The Company and the Union each shall notify the other in writing of the members respectively appointed by it before any such appointment shall be effective.

2. The members of the Board shall appoint an impartial chairman, who shall serve until requested in writing to resign by two (2) members of the Board. If the members of the Board are unable to agree upon a chairman, he shall be selected in accordance with the applicable provisions of the Collective Labour Agreement. The impartial chairman shall be considered a member of the Board, but shall attend meetings and shall vote only in matters within the Board's authority to determine, and only when the other members of the Board shall have been unable to dispose of a matter by a majority vote, except that the impartial chairman shall have no vote concerning determination made in connection with Section 1 (B) (1) of Article I (contrary to intent of Plan).
3. At least one (1) Union member and one (1) Company member shall be required to be present at any meeting of the Board in order to constitute a quorum for the transaction of business. At all meetings of the Board, the Company members

shall have a total of two (2) votes and the Union members shall have a total of two (2) votes, the vote of any absent member being given to the member present, appointed by the same party. Decisions of the Board shall be by a majority of the votes cast.

4. The Board shall not maintain any separate office or staff, but the Company and Union shall be responsible for furnishing such clerical and other assistance as its respective members of the Board shall require. Copies of all appeals, reports, and documents to be filed with the Board pursuant to the Plan shall be filed in duplicate, one (1) copy to be sent to the Company members at the address designated by them, and the other to be set to the Union members at the address designated by them.

Section 3. Determination of Dependents

(A) Regular Benefits

In determining an employee's dependants for purposes of regular benefits determinations, the Company shall be entitled to rely upon the official form filed by the employee with the Company for income tax withholding purposes, and the employee shall have the burden of establishing that he is entitled to a greater number of withholding exemptions than he shall have claimed on such form.

(B) Allowable Earnings

In calculating an employee's allowable earnings, the Company shall be entitled to rely upon such information as may be available listing dependants. The employee shall have the burden of establishing that he is entitled to a different number of dependants than that being used by the Company.

Section 4. To Whom Benefits Are Payable In Certain Conditions

Benefits shall be payable only to the eligible employee, except that if the Company shall find that the employee is deceased or is unable to manage his affairs for any reason, any benefit payable to him shall be paid to his duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relatives or dependants of the employee as the Board in its discretion may determine.

Any benefit so paid shall be a complete discharge of any liability with respect to such benefit, in the case of death, no benefit shall be payable with respect to any period following the last day of layoff immediately preceding the employee's death.

Section 5. Nonalienation of Benefits

Except for a deduction specifically provided for under this Plan, no benefit shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind and any attempt to accomplish the same shall be void. In the event that such an attempt has been made with respect to any benefit due or to become due to any employee, the Company in its sole discretion may terminate the interest of the employee in the benefit and apply the amount of the benefit to or for the benefit of the employee, his spouse, parents, children, or other relatives or dependants as the Company may determine and any such application shall be a complete discharge of all liability with respect to the benefit.

Section 6. Applicable Law

The Plan and all rights and duties thereunder shall be governed, construed, and administered in accordance with the laws of the Province of Ontario, except that the eligibility of an employee for, and the amount and dura-

tion of, Unemployment Insurance System benefits shall be determined in accordance with the Unemployment Insurance laws of the Unemployment Insurance System.

Section 7. Grievance Procedure

No question involving the interpretation or application of the Plan, except to the extent otherwise specified in Section 2 of this Article, shall be subject to the grievance procedure provided in the Collective Labour Agreement.

ARTICLE VI

Financial Provisions

Section 1. Establishment of Fund

The Company shall maintain a fund in accordance with this Supplemental Unemployment Benefit Plan, with a chartered bank or banks or a qualified trust company or companies selected by the Company as trustee. The Company's contributions shall be made into the Fund, the assets of which shall be held, invested and applied by the trustee, all in accordance with the Plan. Benefits shall be payable only from such fund. The Company shall provide in the contract with the trustee that the fund shall be held in cash or invested only in general obligations of the Government of the Dominion of Canada and/or the Government of a Canadian Province.

Section 2. Maximum Funding And Trust Fund Position

(A) Maximum Funding

There shall be a maximum funding of the fund for each calendar month (and for each pay period when required by the provisions of Subsection (B) of this Section). Commencing with the month following the month in which the Plan becomes effective and for any month thereafter the maximum funding of the

fund shall be determined by multiplying the sum of (I) **the number of employees on the active payroll** and (II) the number of persons laid off from work who are not on the active payroll but who have credit units; the above number of employees and persons shall be as determined by the company as the latest period for which the figures are available prior to the first Monday in the month for which the maximum funding is being determined (or prior to the pay period if the maximum funding is being determined for a pay period) by the applicable amount as shown in the following table:

(1) For the month of July, 1975 and succeeding months	\$350
(2) For the month in which the trust fund amount first reaches \$350 and succeeding months	\$375
(3) For the month in which the trust fund amount first reaches \$375 and succeeding months	\$400
(4) For the month in which the trust fund amount first reaches \$400 and succeeding months	\$425
(5) For the month in which the trust fund amount first reaches \$425 and succeeding months	\$450
(6) For the month in which the trust fund amount first reaches \$450 and succeeding months	\$475
(7) For the month in which the trust fund amount first reaches \$475 and succeeding months	\$500
(8) For the month in which the trust fund amount first reaches \$500 and succeeding months	\$525
(9) For the month in which the trust fund amount first reaches \$525 and succeeding months	\$550
(10) For the month in which the trust	

fund amount first reaches \$550 and succeeding months	\$575
(11) For the month in which the trust fund amount first reaches \$575 and succeeding months	\$600
(12) For the month in which the trust fund amount first reaches \$600 and succeeding months	\$625
(13) For the month in which the trust fund amount first reaches \$625 and succeeding months	\$650
(14) For the month in which the trust fund amount first reaches \$650 and succeeding months	\$675
(15) For the month in which the trust fund amount first reaches \$675 and succeeding months	\$700
(16) For the month in which the trust fund amount first reaches \$700 and succeeding months	\$725
(17) For the month in which the trust fund amount first reaches \$725 and succeeding months	\$750
(B) Trust Fund Amount	

There shall be trust fund amount for the fund for each month commencing with the month of March, 1958. The trust fund amount for any particular month shall be determined by dividing the current market value of the total assets in such fund as of the close of business on the Friday preceding the first Monday of such month, as certified by the trustee, by the sum of (I) the number of employees on the active payroll and (II) the number of persons laid off from work who are not on the active payroll, but who have credit units, such total number to be that used in determining the maximum funding for such month in accordance with Paragraph (A) of this Section. The trust fund amount for the fund for any particular month commencing with March, 1958, shall be applied in connection with such

fund for all purposes under the Plan to each of the pay periods beginning within such month.

(C) Trust Fund Position

There shall be a trust fund position (stated as a percentage) for the fund for each calendar month commencing with the month of March, 1958. The trust fund position for the fund for any particular month shall be determined by dividing the current market value of the total assets in such fund as of the close of business on the Friday preceding the first Monday of such month, as certified by the trustee, by the maximum funding of such fund for such month. The trust fund position for the fund for any particular month shall be applied in connection with such fund for all purposes under the Plan to each of the pay periods beginning within such month; provided, however, that after March 1, 1958, whenever the trust fund position for the fund for any particular month is less than 10%, such trust fund position shall be applied in connection with such fund for all purposes under the plan only to the first pay period beginning within such month. And thereafter there shall be determined a trust fund position (stated as a percentage) for such fund for each pay period until the trust fund position for a particular pay period equals or exceeds 10%. When the trust fund position for a particular pay period equals or exceeds such percentage such trust position shall be applied in connection with such fund for such purposes to each pay period until a trust fund position for the following calendar month shall be applicable pursuant to this Section. The trust fund position for the fund for a particular pay period shall be determined by dividing the current market value of the total assets in such fund as of the close of business on the Friday preceding such pay period, as certified by the trustee, by the maximum funding of such fund for such pay period.

(D) Finality of Determinations

No adjustment in the maximum funding, trust fund

amount, or the trust fund position of the fund shall be made on account of any subsequently discovered error in the computations or the figures used in making the computations, except (I) in the case of an error in bad faith, or (II) in the case where after discovery of an error adjustment is practicable, and then the adjustment shall only be prospective in effect, unless such adjustment would be substantial in the opinion of the Company. Nothing in the foregoing shall be construed to excuse the Company from making up any shortage in its contributions to the fund.

Section 3. Contributions by Company

(A) Company Contributions

1. Commencing with the pay period beginning April 1, 1990, and with respect to each pay period thereafter, for which the applicable trust fund amount is less than the figure shown in Column A; the Company shall make a contribution to the fund of an amount to be determined by multiplying the applicable figure in Column B by the total number of hours for which employees shall have received pay from the Company for such pay period (or such lesser amount as will bring the total market value of the fund to the then applicable trust fund amount in Column A, in which case the remainder of said total number of hours shall be multiplied by the next lower figure in the applicable Column B).

Column A	Column B
\$150	\$.17
\$300	\$.15
\$450	\$.13
\$600	\$.11
\$650	\$.09
\$750	\$.07

2. In addition to the contributions otherwise required by this Article, the Company shall contribute to

the fund the amount of any automatic short week **and special short week benefits paid from the fund** as scheduled short work week benefits for any pay periods for which the trust fund amount is less than \$180.00.

3. Notwithstanding any other provisions of this Agreement the Company shall not be obligated to make any contribution to the fund with respect to any pay period for which the applicable trust fund amount is more than \$750.00, and no contributions to the fund for any pay period shall be in excess of the amount necessary to bring the total market value of the assets in such fund up to \$750.00.

(8) When Contributions are Payable

1. Contributions by the Company shall be made on or before the close of business on the first regularly scheduled work day in the third calendar week following the pay period with respect to which the contribution is being made.
In periods in which the trust fund position equals or exceeds 10% weekly contributions may be accumulated and made on or before the close of business on the first regularly scheduled work day of the calendar week in which the Friday used for determining the trust fund position falls.
2. The first contribution by the Company to the fund shall be made on the Monday following the last Friday of the calendar month next following the calendar month in which fulfillment of all of the applicable conditions to effectiveness of the Plan with respect to such fund set forth in Article VIII shall have been completed.
3. The first contribution by the Company to the fund shall cover all amounts required to be paid under this Article to such fund with respect to each pay period beginning within the period of time commencing after April 1, 1990, and ending with the last day of the last pay period immediately pre-

ceding the date on which the first contribution under Subsection (A) (1) of this Section shall become payable.

(C) Reductions from Contributions

Contributions required by the provisions of Section 3(A) of this Article shall be reduced by the following:

1. The cost of providing hospital-medical benefits for laid off employees as specified in the Pension Plan and Severance Award Agreement and the Health and Life Insurance Agreement less the period following layoff for which the Company pays otherwise;
2. The amount of money added to each vacation cheque at the time written due to short week benefit payments, consistent with the terms of the Collective Labour Agreement;
3. If contributions to the fund are not required for any period, or if the contributions required are less than the amounts to be offset under this Paragraph (C), then any subsequently required contributions shall be reduced by the amount not previously offset against contributions:
4. Any such amounts not previously offset against contributions shall be deducted from the market value of the assets in the fund in determining trust fund position and the relationship of the fund to maximum funding;
5. If the Company at any time shall be required to withhold any amount from any contribution to the fund by reason of any government, or provincial law or regulation, the Company shall have the right to deduct such amount from the contribution and pay only the balance to the fund.

Section 4. Liability

- (A) The Company shall not be obligated to make up or to provide for making up, any depreciation, or **loss** arising from depreciation, in the value of the **securi-**

ties held in the fund (other than as contributions by the Company may be required under the provisions of this Article when the market value of the assets of the fund is less than the maximum funding): and the Union shall not call on the Company to make-up, or to provide for making up, any such depreciation or loss.

- (B) The Company, the trustee, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely on the correctness of any information furnished to it by an authorized representative of any of the others.
- (C) Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for willful misconduct or fraud.
- (D) The trustee shall not be liable for the making or retaining of any investment or for realized or unrealized loss thereon whether from normal or abnormal economic conditions or otherwise.

Section 5. No Vested Interest

No employees shall have any right, title, or interest in or to any of the assets of the fund, or in or to any Company contribution thereto.

Section 6. Reports

(A) Report by the Company

1. The Company shall notify the local Union and the International Union monthly of the amount of maximum funding, trust fund amount and the trust fund position for the fund as determined by it under the Plan, and shall furnish a statement showing the number of employees on the active payroll and the number of laid off employees having credit units upon which the trust fund position determination was made.
2. On or before June 1 of each year the Company

shall furnish to the local Union and International Union an statement certified by a qualified independent firm of certified public accountants selected by the Company;

- (I) showing the number of hours for which employees drew pay from the Company and with respect to which the Company shall have made contributions to the fund during each period of the preceding year, and
 - (II) Verifying the accuracy of the information furnished by the Company during the preceding year pursuant to Subsection (A) (1) of this Section.
3. The Company will comply with reasonable requests by the Union for other statistical information on the operation of the Plan which the Company shall compile. Such information will include the following:
- (A) The number of employees on layoff monthly;
 - (B) The amount of regular benefits paid, special and automatic short week benefits paid;
 - (C) The duration of regular benefits;
 - (D) The number of employees who have exhausted their regular benefits each calendar year;
 - (E) The number of employees laid off and ineligible for regular benefits because of having less than one (1) year of seniority;
 - (F) The total number of employees who received one (1) or more regular benefits, special and automatic short week benefits;
 - (G) The amount of the reductions monthly from contributions reduced by the provisions of (C) of Section 3 and the amounts under each category listed in (C);
 - (H) The number of employees who drew more than fifty-two (52) credit units during a

continuous period by designated seniority brackets each calendar year:

- (I) On or before February 28th of each year, the Company shall furnish to each employee the amount of benefits received by him under the plan;
 - (J) The Company will comply with reasonable requests by the International Union for other statistical information on the operation of the Plan which the Company may have compiled.
- (B) Reports by the Trustee
1. Within ten (10) days after the commencement of each month, beginning with the month in which the Company shall have made its first contribution under the Plan, the trustee shall be required to furnish to the local Union, International Union and the Company a statement showing the amounts received from the Company for the fund during the preceding month.
 2. No later than the second Tuesday following the first Monday of each month, the trustee shall furnish to the local Union, International Union and the Company (I) a statement showing the total market value of the fund as of the close of business on the Friday following the last Monday of the preceding month, and (II) a statement showing the amounts, if any, paid as benefits from the fund each week during the preceding month.

Section 7. Cost of Administering the Plan

(A) Expense of Trustee.

The costs and expenses incurred by the trustee under the Plan and the fees charged by the Trustee shall be charged to the fund.

- (B) The compensation of the impartial Chairman, which shall be in such amount and on such basis as may be determined by the other members of the Board, shall

be paid from the fund, reasonable and necessary expenses of the Board for forms and stationery required in connection with the handling of appeals shall be borne by the fund. The Company members and the Union members of the Board shall serve without compensation from the fund.

(C) Cost of Services.

The Company shall be reimbursed each year from the fund for the cost of the Company of bank fees and auditing fees.

Section 8. Benefit Drafts Not Presented

If the trustee has segregated any portion of the fund in connection with any determination that a benefit is payable under the Plan and the amount of such benefit is not claimed within a period of two (2) years from the date of such determination, such amount shall revert to the fund.

ARTICLE VII

**Conditions to Effectiveness and
Continuation of Plan**

Section 1. Effect of Amended Agreement

This amended Agreement on Supplemental Unemployment benefits, when it becomes effective shall supersede and completely replace and supplant the original Agreement on Supplemental Unemployment benefits concluded between the parties March 3, 1957, as from time to time thereafter amended.

However, until such time as this Agreement becomes effective, the Plan shall be governed in all respects by the terms of the original Agreement of March 3, 1957, as heretofore amended.

Section 2. Income Tax Rulings

This amended Agreement shall not become effective unless and until the Company shall have received from

the Minister of National Revenue and the applicable Provincial Treasury Department, a currently effective ruling or rulings, satisfactory to the Company, holding that the amendment of the Plan accomplished hereunder does not modify, alter, or change in any manner, the rulings previously issued by the Minister and applicable provincial Treasury Department, with respect to the Plan, including particularly their determination that Company contributions to the Plan shall constitute a currently deductible expense, and that such contributions are not taxable income to the trust under the Dominion Income Tax Act, applicable provincial and/or municipal Corporation Tax Acts, as now in effect, or as may be hereafter in effect, or under any other applicable Dominion or provincial and/or municipal Income or Corporations Tax law.

Section 3. Unemployment Insurance Commission Rulings and Supplementation.

It is the purpose of the Plan to supplement Unemployment Insurance Benefits to the levels herein provided, and not to replace or duplicate them.

Section 4. Application for Rulings

The Company shall apply promptly for any required rulings from the appropriate agencies. Copies of all correspondence covering such rulings shall be mailed to the International Union and the local Union.

ARTICLE VIII Miscellaneous

Section 1. Receipts of Benefits

Neither the Company's contribution nor any benefit paid under the Plan shall be considered a part of any employee's wages for any purpose. No person who receives any benefit shall for that reason be deemed an

employee of the Company during such period, and he shall not thereby accrue any greater right to participate in, accrue credits or receive benefits under any other employee benefit Plan to which the Company contributes than he would if he were receiving such benefits.

Section 2. Effect on Revocation of Federal Rulings

In the event that any ruling required under Sections 2 and 3 of Article VII, having been obtained, shall be revoked or modified in such manner as no longer to be satisfactory to the Company, all obligations of the Company under the Plan shall cease, and the Plan shall thereupon terminate and be of no further effect (without in any way affecting the validity of operation of the Collective Labour Agreement or any other Agreement between the Company and the Union), except for the purpose of paying the expenses of administration and paying benefits, all in accordance with the provisions of the Plan, until the assets of the fund shall have been exhausted, except that Section 6 of Article II shall not be applicable. If there are assets still remaining in the fund, the provisions of Section 3(B) of Article VIII shall apply to their disposition.

Section 3. Amendment and Termination of the Plan

(A) So long as the Collective Labour Agreement of which this Supplemental Unemployment Benefits Plan as amended is a part shall remain in effect, the Plan shall not be amended, modified, suspended or terminated, except as may be proper or permissible under the terms of the Plan or the Collective Labour Agreement. Upon termination of the Collective Labour Agreement, the Company shall have the right to continue the Plan in effect and to modify, amend, suspend or terminate the Plan, except as may be otherwise provided in any **subsequent** Collective Labour Agree-

ment between the Company and the Union.

- (B) Upon any termination of the Plan, the Plan shall terminate in all respects, except that the assets then remaining in the fund shall be subject to all of the applicable provisions of the Plan then in effect, and shall be used until exhausted to pay expenses of administration, and to pay benefits to eligible applicants laid off, or thereafter laid off, in the order each week of the respective date as of which they were laid off. Section 6, Article II, shall not be applicable. In the event there are any assets in the fund after all of the above payments have been made, the parties shall negotiate an Agreement for the equitable distribution of the funds, and if agreement is not reached within a period of ninety (90) days, the funds then remaining after paying all expenses of administration, shall be divided in equal amounts per capita among all the employees at that date on the active payroll of the Company who have credit units uncancelled and remaining to their credit, in amounts proportionate to such credit units.
- (C) Notwithstanding any other provisions of the plan, the Company, with the consent of the Union, may make such revisions in the Plan not inconsistent with the purpose, structure, and basic provisions thereof as shall be necessary to obtain or maintain any rulings required under the Plan. Any such revision shall adhere as closely as possible to the language and intent of the Plan.
- (D) This Agreement and the obligation of the Company to continue the Plan without change or modification (except as permitted hereunder) during the life of the Collective Labour Agreement shall be deemed supplemental to and part of the Collective Labour Agreement, and during the term of the Collective Labour Agreement neither the Company nor the Union shall request any change in, deletion from, or addition to the Plan or Agreement.

Section 4. Ratification

This Agreement shall not become effective unless and until this Agreement and the Collective Labour Agreement, executed concurrently herewith, shall both have been ratified and approved by the Local Union and also the International Union and written notice of such ratification and approval shall have been received by the Company.

Section 5. Union Identification of Benefit Cheques
All cheques payable for any benefit or payment under the Plan shall indicate that the benefit or payment is being made in accordance with the Agreement on Supplemental Unemployment benefits between the Company and the Union.

ARTICLE IX

Definitions

As used herein:

1. "Active Payroll" - an employee is on the active payroll in any pay period for which he draws pay;
2. "Average Hourly Earnings" means an employee's hourly earnings plus his off shift premium but excluding overtime based on a six week pay period immediately preceding the date of his lay off, provided that if such employee was assigned or transferred to a new operation at a lower rate during such six week pay period, the hours worked and his earnings on such new job will be excluded from his average hourly earnings. Provided, however, that should the employee have no earnings during such six week period other than as a learner, his average hourly earnings shall be based on the first work week preceding such learning period.

If a general wage increase has become effective between the period for which average hourly earnings has been calculated. and the date of layoff, such general wage increase shall be added to the hourly

earnings so calculated.

In order to provide a minimum appropriate to the current wage scales in the plant, the average hourly earnings shall in **no case** be deemed to be less than two dollars and thirty-five cents per hour, for the purpose of calculating the benefits payable.

3. "Bargaining Unit" - means a unit of employees covered by the Collective Labour Agreement.
4. "Benefit" - means an automatic short week benefit, regular benefit, special short week benefit, *or* any or all three (3) as indicated by the context.
 - (A) "Automatic Short Week Benefit" means the benefit payable to an eligible employee for a short work week for which his Company pay and any Company pay which he would have received for hours scheduled for or made available to him but not worked equalled or exceeded his allowable earnings.
 - (B) "Leveling Week Benefit" means the weekly supplemental benefit payable to an eligible employee for all or part of a week because, with respect to the week, he was serving an Unemployment Insurance System "waiting week" and during such week or part hereof he was temporarily laid off out of line of seniority pending placement in accordance with the terms of the Collective Labour Agreement.
 - (C) "Regular Benefit" means the benefit payable to an eligible employee for a week of layoff in which he performed no work for the Company, or in which he performed some work for the Company but neither the period worked nor pay received was sufficient to disqualify him for an Unemployment Insurance System benefit and the amount of the special short work week benefit calculated for such week was less than the regular benefit amount;
 - (D) "Special Short Week Benefit" means the benefit payable to an eligible employee for a short work

week for which his Company pay and any Company pay which he would have received for hours scheduled for or made available to him but not worked did not equal or exceed his allowable earnings;

(E) "Weekly Supplemental Benefit" means either a regular benefit or a special short week benefit, payable under the Plan.

5. "Board" means the Board of Appeals.
6. "Collective Labour Agreement" means the currently effective Collective Labour Agreement between the Company and the Union which incorporates this Plan by reference and the Supplements thereto.
7. "Company" shall mean GenCorp Canada Inc., Welland, Ontario.
8. "Compensated or Available Hours" for a week shall be the sum of:
 - (A) All hours for which an employee receives pay from the Company (including reporting pay and holiday pay, but excluding pay in lieu of vacation) with each hour paid at premium rates to be counted as one hour;
 - (B) All hours scheduled for or made available to the employee by the Company but not worked by him after notice consistent with existing practice under the Collective Labour Agreement (including any period on leave of absence). When work is offered and refused, hours charged will not exceed hours made available and such hours will be charged in the following order:
 1. To the employees who actually performed the work offered.
 2. To employee? who signified their intention to work and then failed to report.
 3. To employees who first refused the opportunity for the work in the event that insufficient employees offered to work the hours available (includes absent employees who otherwise would have been offered the

- work).
- (C) All hours not worked by the employee because of any of the reasons disqualifying the employee from receiving a benefit under Subsection 4 (B) (2) of Article I; and
 - (D) All hours not worked by the employee which are in accordance with a written Agreement between local Management and designated local Union representatives; and
 - (E) All hours which are attributable to absenteeism of other employees, providing such absenteeism was not caused by an act of God; and
 - (F) With respect to any employee who is regularly scheduled less than the hours of the standard work week (40), the number of hours by which his regularly scheduled hours are less than the hours of the standard work week; and
 - (G) All hours not worked by the employee because of work sharing required by the Collective Labour Agreement except:
 - (I) Where the Union is not asked by the Company to waive the work sharing provisions; or
 - (II) When the Union refuses to waive the work sharing provisions and the Company, after the work sharing period, fails to lay off;
 - (H) All hours not worked by the employee because of a change in shift resulting from a request of the employee.
9. "Credit Units" means the units determining duration of an employee's benefits which are credited to him generally by reason of his weeks of active service and cancelled at specified rates for the payment of certain benefits;
10. "Dependent" means any person recognized as such under the provisions of the Dominion Unemployment Insurance Act, 1955, by the Unemployment Insurance Commission.
11. "Employee" means an employee of the Company

while, during the life of this Agreement, he is in the Collective Bargaining Unit as defined in and covered by the Collective Labour Agreement.

12. "Allowable Earnings" means the amount of earnings the employee is permitted to earn before any deductions would be made from his weekly unemployment insurance benefits.
13. "Fund" means a trust fund established under the Plan to receive and invest Company contributions and to pay benefits.
14. "Plan" means the Supplemental Unemployment Benefits Plan established by "Agreement on Supplemental Unemployment Benefits" between the Company and the Union dated March 7th, 1957, as from time to time amended, and as continued under this Agreement.
15. "Plant" means GenCorp Canada Inc., Welland, Ontario.
16. "Seniority" means seniority status under the Collective Labour Agreement.
17. "Short Work Week" means a work week during which an employee performs some work for the Company or performed compensated work for the Union or was otherwise compensated by the Company for a day or part thereof but his compensated or available hours for such week are less than the number of hours in his standard work week. During a week of scheduled shutdown, compensation for a holiday or holidays (but only with respect to an employee laid off in a reduction of force in accordance with the applicable Collective Labour Agreement), for vacation or for work for the Union or a combination thereof, shall not of itself qualify him for a benefit hereunder;
18. "Unemployment Insurance System" means the system or program, established by law, for paying benefits to persons on account of their unemployment, under which an individual's eligibility for benefit payments is not determined by application of a "means" or "disability" test; including any such system or

program established for the primary purpose of education or vocational training where such programs may provide for training allowances.

19. "Unemployment Benefit" means a benefit payable under such Unemployment Insurance System including any dependency allowances and training allowances (excluding any allowance for transportation, subsistence, equipment or other cost of training). If an employee receives a Workers' Compensation Benefit while working full time and a higher Workers' Compensation benefit while on layoff from the Company, only the amount by which the Workers' Compensation benefit is increased shall be included.
20. "Supplementation" means recognition of the right of a person to receive both an Unemployment Insurance System benefit and a weekly supplemental benefit under the Plan for the same week of layoff at approximately the same time and without reduction of the Unemployment Insurance System benefit because of the payment of the weekly supplemental benefit under the Plan.
21. "Trustee" means the trustee or trustees of the fund established under the Plan.
22. "Trust Fund Position" means the percentage position of the fund as determined periodically pursuant to the provisions of Article VI.
"Trust Fund Amount" means the dollar amount in the fund per eligible employee as determined periodically pursuant to the provisions of Article VI.
23. "Union" means Local 455 of the United Rubber, Cork, Linoleum and Plastic Workers of America.
24. "Week" when used in connection with eligibility for and computation of benefits with respect to an employee means:
 - (A) A period of layoff equivalent to a work week;
 - (B) A work week for which a full-time employee shall have been scheduled or offered work *for* less than twenty-seven (27) hours including hours paid for *but* not worked, if on a standard eight (8)

hour day;

(C) A short work week.

"Week of Layoff shall include any such week; provided, however, that if there is a difference between the starting time of the work week and of a week under an applicable Unemployment Insurance System, the work week shall be paired with the Unemployment Insurance System week which corresponds most closely thereto in time; except that if an employee is ineligible for an Unemployment Insurance System benefit because of any of the reasons set forth in Section 1 (B) of Article I (excluding the reasons under Items (3) and (4) thereof) for the entire continuous period of layoff, the week under the Unemployment Insurance System shall be assumed to be the same as the work week. If an employee becomes ineligible for an Unemployment Insurance System benefit because of the reasons set forth in Section 1 (B) of Article I, (excluding Items (3) and (4) thereof), during a continuous period of layoff, the week under the Unemployment Insurance System shall be assumed to continue to be, for the duration of the layoff period during which he remains so ineligible, the seven (7) day period for which an Unemployment Insurance System Benefit was paid to the employee during such continuous period of layoff. Each week within a continuous period of layoff will not be considered a new or separate layoff. Notwithstanding the foregoing provisions of this definition, if an employee is ineligible for an Unemployment Insurance System benefit because of the reason set forth in Item (3) of Section 1 (B) of Article I, the week under the Unemployment Insurance System shall be assumed to be the seven (7) day period which would have been used by the Unemployment Insurance System if the employee had applied for an Unemployment Insurance

System benefit on the first day of partial or full layoff in the work week and had been eligible otherwise for such Unemployment Insurance System Benefit.

25. "Weekly Straight Time Pay" an amount equal to an employee's average hourly earnings (as determined for a weekly supplementary benefit) multiplied by forty (40) or in the case of a part time employee, by the proportionately reduced number of hours.
26. "Work Week" or "Pay Period" means seven (7) consecutive days beginning on Sunday at the regular starting time of the shift to which the employee is assigned or was last assigned immediately prior to being laid off.
27. "Standard Work Week" - the standard work week for the purpose of computing a special short week benefit, the automatic short week benefit and a regular benefit when comparing with a special short week benefit shall be no more than forty (40) hours, and shall be the number of hours in the standard work week as stated in the Collective Labour Agreement.

ARTICLE X

Duration and Termination

This eleventh amended Agreement shall become effective on April 1, 1990 and shall continue in effect without change or modification except as provided above for a period of three years expiring on June 1, 1993. (The prior Agreement concluded between the parties on April 1, 1990, having been in effect from April 1, 1987 to June 1, 1990).

This Agreement shall continue in force after June 1, 1993 from year to year unless either party gives the other party notice in writing of cancellation or proposals for revision within a period of not less than two (2) months or more than three (3) months prior to the anniversary date. If either party gives the other a notice of cancellation, this Agreement shall terminate in accordance with such

notice. If either party gives the other a notice of proposals for revision in accordance with the above terms, the parties shall meet to consider the proposed revisions within fifteen days of the date of delivery of such notice. If no agreement on the proposed revisions is reached by midnight June 1, 1993, or by midnight of any other subsequent anniversary date, as the case may be, this Agreement shall be continued in operation for a period not exceeding one year until a new Agreement is reached or until the procedure contemplated by the Labour Relations Act has been completed.

This Memorandum of Agreement is subject to the approval of the membership of Local 455 and the International Union, United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO-CLC.

Signed this 1st day of April, 1990, at Welland, Ontario, between:

LOCAL 455,
UNITED RUBBER, CORK,
LINOLEUM AND PLASTIC
WORKERS OF AMERICA,
AFL-CIO-CLC

GENCORP
CANADA INC
WELLAND,
ONTARIO

F. Houle
L. Munro
N. Labbe
B. Martin
P. Droblyen
C. Scime, International
Field Representative

D. E. Servos
D. Whidden
B. Baird
W. Denbesten
S. Thompson

April 1, 1990

The President,
Local Union 455,
The United Rubber, Cork, Linoleum
and Plastic Workers of America,
214 King Street,
Welland, Ontario

Dear Sir:

It is understood and agreed that an employee who would be eligible for a regular benefit under the Supplemental Unemployment Benefits Agreement will not be disqualified from receiving an amount equal to such regular benefit when he is retired from the Company at his normal retirement date and is ineligible for a pension under the terms of any Company Pension Plan and Service Award Agreement in effect at the date of his retirement.

The amount of such benefit will be calculated in the same fashion as a regular benefit under the Supplemental Unemployment Benefits Agreement and shall be paid by the Company. However, the Company will be entitled to reimburse itself for such payment or payments and deduct the same from future contributions it is required to make to the fund set up under the Supplemental Unemployment Benefits Agreement. Credit units covering such payments will be cancelled in accordance with the provisions of such Agreement.

Yours very truly,

D. E. Servos (signed)
Manager, Human Resources

April 1, 1990

The President
Local Union 455,
The United Rubber, Cork, Linoleum
and Plastic Workers of America,
214 King Street,
Welland, Ontario

Dear Sir:

This letter will serve to confirm the undertaking given to you by the Company during recent negotiations that the provisions for reductions from contributions as outlined in Article VI, Subsection 3 (C) (1) of the S.U.B. agreement will not apply during the term of this Agreement.

Yours very truly,

D. E. Servos (signed)
Manager, Human Resources



Separation Payment Plan

This Agreement made and entered into as of this 1st day of April, 1990, by and between GenCorp Canada Inc., (hereinafter referred to as the "Company") and Local No. 455, United Rubber, Cork, Linoleum and Plastic Workers of America (hereinafter referred to as the "Union").

Whereas the parties hereto established a Supplemental Unemployment Benefits Plan by an Agreement on Supplemental Unemployment Benefits dated the 3rd day of March, 1957, which has been amended from time to time.

And whereas in conjunction with such Plan the parties have agreed to enter into this Separation Payment Plan. Now therefore it is mutually agreed as follows:

Section 1. Definitions

- (A) The term "Company" shall mean GenCorp Canada Inc., Welland, Ontario.
- (B) The term "Plan" as used herein shall mean the Agreement on Supplemental Unemployment Benefits entered into by the Company and the Union as it may be amended from time to time and in such Agreement the term "Plan" shall be construed to include the Separation Payment Plan except where such construction would be inconsistent with the provisions of this Agreement.
- (C) The term "Separation Payment" means such benefit as is payable to eligible employees in accordance with the terms of this Separation Payment Plan.
- (D) The term "Union" means Local 455 of the United Rubber, Cork, Linoleum and Plastic Workers of America, representing certain employees at GenCorp Canada Inc., Welland, Ontario.
- (E) Other Terms:
Any other term used herein which has a counterpart which is defined in the Supplemental Unemployment Benefits Agreement as amended shall have the same meaning for the purposes of this Separation Payment Plan as such term has under the Supplemental Unemployment Benefits Agreement.

Section 2. Eligibility

31
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An applicant who is an employee on or after June 1, 1984 shall be eligible for a Separation Payment provided that:

- (A) On or after June 1, 1984 he is laid off from the Company and has recall rights under the Collective Labour Agreement; and the reason for layoff was not the result of any of the circumstances specified in Article 1 - Section 4 (B), (2), (3), (4) of the Supplemental Unemployment Benefits Plan, and the layoff is for a continuous period of at least two years or such shorter period as the Company may determine on the basis of re-employment prospects; and

- (B) He has had two or more years of seniority on the last day worked for the Company; and
- (C) He has not received or is not eligible to receive a service award under any Pension Plan and Service Award Agreement of the Company; and
- (D) He has made application for a Separation Payment in accordance with the procedure established by the Company subsequent to twenty-four (24) months from the commencement date of the layoff and prior to the date he loses his seniority under the Collective Labour Agreement, except in the case of an applicant whose seniority is lost on the expiry of two years of layoff who must apply within thirty days after the loss of his seniority rights to be eligible.

Section 3. Method of Payment

- 32
98
- (A) A Separation Payment shall be payable to the employee by the Company in a lump sum.
 - (B) When the applicable trust fund position for the week in which a Separation Payment becomes payable is equal to or in excess of fifty (50%) percent such payment shall be a first charge against any and all future Company contributions to the trust fund.
 - (C) When the applicable trust fund position for the week in which a Separation Payment becomes payable is less than fifty percent (50%) such payment shall not be charged against future contributions to the trust fund for the purpose of computing trust fund position or otherwise and shall be paid by the Company directly.

Section 4. Amount of Separation Payment

- (A) The amount of the Separation Payment payable to an eligible applicant shall be the following:
 - (I) For an employee having two or more but less than three completed years of credited service with the Company prior to his most recent layoff, his

average hourly earnings multiplied by fifty (50)

- (II) For an employee having three or more but less than four completed years of credited service with the Company prior to his most recent layoff, his average hourly earnings multiplied by seventy-five (75).
 - (III) For an employee having four or more but less than five completed years of credited service with the Company prior to his most recent layoff, his average hourly earnings multiplied by one hundred (100).
 - (IV) For an employee having five or more but less than ten completed years of credited service prior to his most recent layoff, two percent (2%) of his total earnings (as defined in Subsection (B) of this Section 4.)
 - (V) For an employee having ten or more but less than fifteen completed years of credited service prior to his most recent layoff, two and one-half percent (2-1/2%) of his total earnings (as defined in Subsection (B) of this Section 4.)
 - (VI) For an employee having fifteen or more completed years of credited service prior to his most recent layoff, three percent (3%) of his total earnings (as defined in Subsection (B) of this Section 4)
- (B) (1) In computing total earnings for the purpose of calculating any Separation Payment all earnings from the Company for the period of credited service shall be included
- (2) For whole or fractional years of credited service during which he was in employment prior to 1955, earnings for the year 1955 determined as afore-said increased proportionately to reflect a full year's earnings if no earnings have been included for one or more pay period in 1955, but if any employee had no earnings for 1955 (either actual or included in accordance with the preced-

33
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ing sentences), his earnings for the next succeeding year in which he had earnings, increased proportionately to reflect a full year's earnings, if no earnings have been included for one or more pay periods in such year, shall be taken to be the rate of his earnings for all such whole and fractional years of credited services prior to 1955.

- (3) Earnings for years of credited service from 1955 until five years preceding his last layoff shall be averaged proportionately on an annual basis for years during which the employee lost time from work by reason of being laid off due to a reduction in the work force or leave of absence for Union activity.
- (4) Earnings for the five years immediately preceding the date of his last layoff shall be his actual earnings.

Section 5. Effect on Seniority and Benefits

An applicant, upon acceptance of a Separation Payment, shall cease to be an employee and shall have his seniority cancelled as of the date his application for such Separation Payment was received by the Company, and shall forfeit any and all pension, insurance or other rights under any pension plan or other employee benefit plan financed in whole or in part by the Company.

Section 6. Repayment

If a person is again employed by the Company after he has received a Separation Payment no repayment by the person of such Separation Payment paid previously shall be required or allowed and no seniority cancelled previously shall be reinstated.

Section 7. Withholding Tax

The Company shall deduct from the amount of any

Separation Payment as computed upon this Separation Payment Plan any amount required to be withheld by the Company by reason of any law or regulation for payment of taxes or otherwise of any Federal, Provincial or Municipal Government.

Section 8. Overpayment

If the Company determines after issuance of a Separation Payment that the Separation payment should not have been issued or should have been issued in a lesser amount, written notice thereof shall be mailed to the applicant and he shall return the amount of the overpayment to the Company.

Section 9. Reports by the Company

The Company shall furnish to the Union from time to time a listing showing the names of the persons who, during the period covered by the report, accepted a Separation Payment provided under this Separation Payment Plan, together with both the individual gross and net amounts of such Separation Payments.

Section 10. Conflict

In the event that there should be any conflict between the provisions of this Plan and the provisions of the Supplemental Unemployment Benefits Plan, the provisions of this Plan shall be paramount and shall govern.

Section 11. Duration and Termination

This Plan shall remain in effect for the duration of the Supplemental Unemployment Benefits Plan now in effect between the parties and shall terminate whenever such Plan is terminated.

In witness whereof the parties hereto have executed the above at Welland, Ontario. this 1st day of April, 1990.

LOCAL 455,
UNITED RUBBER, CORK,
LINOLEUM AND PLASTIC
WORKERS OF AMERICA,
AFL-CIO-CLC

GENCORP
CANADA INC.,
WELLAND,
ONTARIO

F. Houle
N. Labbe
B. Martin
P. Droblyen
C. Scime, International
Field Representative

D. E. Servos
D. Whidden
B. Baird
W. DenBesten
S. Thompson

April 1, 1990

The President,
Local Union 455,
The United Rubber, Cork, Linoleum
and Plastic Workers of America,
214 King Street
Welland, Ontario

Dear Sir:

This letter will confirm the undertaking given to you during recent negotiations that the Company will undertake to advise those former employees mentioned under Section 2 (D) of the Separation Payment Plan of the requirements to apply for a Separation Payment.

Former employees will be notified by registered mail thirty (30) days prior to the expiration of their seniority and a copy of each such notice will be mailed to the Secretary of the Union.

Yours very truly,

D. E. Servos (signed)
Manager, Human Resources

Letter of Understanding

June 1, 1990

President, Local 455,
United Rubber, Cork, Linoleum and
Plastic Workers of America,
214 King Street,
Welland, Ontario.

Dear Sir,

As discussed and agreed during the 1990 Negotiations, the Automatic Short Work Week Benefit Fund will only be charged the amount of hours that are made available to work, as outlined in Definition Number eight (8) of the S.U.B. Agreement.

It is further agreed when an employee works the over-time make-up hours she/she will not forfeit the Short Work Week Benefit and shall receive premium rate for the make-up hours.

Yours very truly,

D. E. Servos,
Manager, Human Resources.