

MEMORANDUM OF SETTLEMENT

BETWEEN

RUBBERMAID CANADA INC.

hereinafter referred to as "EMPLOYER"

AND

NATIONAL AUTOMOBILE, AEROSPACE AND

AGRICULTURAL IMPLEMENT WORKERS

OF CANADA (CAW)

AND ITS LOCAL 252

hereinafter referred to as "UNION"



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COLLECTIVE AGREEMENT

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ARTICLE 1

PURPOSE

1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union to secure prompt and fair disposition of grievances, to secure the efficient operations of the Employer's business without interruption or interference with work and to provide fair wages, hours, and working conditions for the employees. It is recognized by this agreement to be the duty of the Employer, the Union and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2

SCOPE & RECOGNITION

2.01 This Agreement shall apply to all employees in the bargaining unit defined in the Certificate issued by the Ontario Labour Relations Board on the 27th day of July, 1967, that is all employees of Rubbermaid Canada Inc. in the town of Mississauga, save and except foremen, persons above the rank of foreman, office and sales staff, and students employed during the school

vacation period (May 1 to September 30) or on a cooperative training basis.

2.02 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Employer in the bargaining unit defined above.

2.03 No employee excluded from the bargaining unit shall perform work normally performed by employees in the bargaining unit except as follows:

(a) to protect the safety and welfare of employees;

(b) in emergencies such as when necessary to prevent damage to facilities or equipment or loss of materials in process;

(c) in the instruction or training of employees;

(d) in experimenting with new processes, materials or equipment or in developing a new product or work procedure;

(e) when qualified employees are not available:

(f) in providing assistance to employees.

ARTICLE 3

MANAGEMENT'S FUNCTIONS

3.01 The Employer shall be entitled to exercise all of the customary rights of management and without limiting the generality of the foregoing, management functions shall include:

(a) the right to maintain order, discipline, and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees;

(b) the right to discipline or discharge employees for just cause provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and dealt with as hereinafter provided;

(c) the right to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall employees, and select employees for positions excluded from the bargaining unit;

(d) the right to determine the locations of operations and their expansion or their curtailment;

(e) the right to direct working forces, to subcontract work, to schedule operations, the number of shifts, the methods, processes and means of production, to determine job content, quality and quantity standards;

(f) the right to use improved methods, machinery and equipment;

(g) the right to decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times;

(h) the right to determine financial policies, including general accounting procedures and customer relations: and

(i) the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.

3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provision of this Agreement.

ARTICLE 4

UNION SECURITY

4.01 A seniority employee covered by this Agreement, who on the date of signing of this Agreement is not a member of the Union shall become a member of the Union. Upon completion of their probationary period, employees covered by this Agreement shall be required, as a condition of employment, to become members of the Union. The employee shall execute and deliver to the Employer, an authorization for payroll deduction of regular monthly Union dues, assessments, and where necessary, Union initiation fees.

4.02 The parties hereto agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity, in any labour organization.

4.03 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Vice-President, Manufacturing or in his absence the Vice-President, Human Resources.

4.04 During the term of the Agreement, the Employer agrees to deduct from the second pay of each month, Union initiation fees and assessments where necessary, and regular monthly Union dues, as certified by the Union to be currently in effect according to the Constitution of the National Union, from the wages of each employee who has signed an authorization form and to remit the amount so deducted along with a record of those from whom deductions have been made to the Financial Secretary-Treasurer of the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW) Local 252 no later than the 15th day of the month following the month the dues were deducted. A copy of this information will be sent to the Plant Chairman.

4.05 The Employer shall furnish to the Plant Committee Chairperson, the Local and National offices, an address list of all employees covered by this Agreement on January 1 and July 1, of each year.

4.06 The Employer agrees to permit the Union to conduct Plant Committee elections on Company premises. The Employer will be notified at least one week in advance of the election date so that facilities can be properly arranged. Balloting will be conducted prior to the beginning of regular

shifts, during lunch breaks and at the end of regular shifts so that the election process will not interfere with normal operations.

ARTICLE 5

NO STRIKES OR LOCK-OUTS

5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown, stoppage of or interference with work or production, either complete or partial and the Employer agrees that there will be no lock-out of employees.

5.02 Any employee who violates Article 5.01 shall be subject to discipline, including discharge.

ARTICLE 6

REPRESENTATION

6.01 The Employer will recognize a Plant Committee of three (3) members, one of whom shall act as Plant Committee Chairperson and be

selected by the membership of the Union from among the employees, for the purpose of handling and settling grievances. One (1) Committeeperson shall be selected from employees in the Plastics/Facilities Departments. One (1) Committeeperson shall be selected from the employees in the Warehouse Department. One (1) Committeeperson shall be selected from employees in the C.M. Department. The Union shall notify the Employer in writing of the names of such Committeepersons at the time of their appointment. Each member of the Plant Committee shall have at least one (1) year's seniority. The three (3) members of the Plant Committee will be retained on the dayshift in their individual classifications so long as it is consistent with Company requirements and so long as the employee(s) in question is capable of performing the work required.

6.02 Where a shift has no Committeeperson representation, the Employer will recognize one (1) Steward for each unrepresented shift. Such Stewards will be selected from among the employees on these unrepresented shifts and will have at least one (1) year's seniority. The Stewards will not be members of the Plant Committee. The Union shall notify the Employer in writing of the names of such Stewards at the time of their appointment.

6.03 The Steward, Committeeperson or the Plant Committee shall investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement. At any further negotiations for the renewal of this Agreement, the bargaining unit will be represented by the Plant Committee as defined in Article 6.01, the Union's National Representative and/or the President of Local 252.

6.04 No Steward or Committeeperson shall leave his work to investigate or process any grievance or negotiate with the Employer without the prior consent of his supervisor, which consent shall not be unreasonably withheld, but in no event longer than one (1) hour prior to the end of the shift in which the grievance occurs.

6.05 The Employer will pay Stewards and Committeepersons at their regular straight time hourly rate for all regular straight time lost in investigation or processing grievances provided that, in the opinion of the Employer, the time so spent is not unreasonable. The Employer will pay Plant Committeepersons at their regular straight time hourly rate for all regular time lost in negotiating the renewal of this Agreement.

ARTICLE 7

DISCRIMINATION

7.01 There shall be no discrimination, intimidation or coercion by the Employer or the Union or its members against any employee in accordance with the Human Rights Code.

7.02 Whenever the masculine gender appears in this Agreement it shall also mean the feminine gender as the text requires.

ARTICLE 8

GRIEVANCE PROCEDURE

8.01 A grievance is any complaint, dispute, or controversy between an employee or the Union and the Employer relating to the interpretation, application, administration or alleged violation of this agreement and any question as to whether a matter is arbitrable.

8.02 The grievance procedure shall be as follows:

Step 1: An employee should first discuss his complaints with his immediate supervisor, and if

not satisfactorily resolved, the employee's complaints relating to the interpretation, application, administration or alleged violation of this Agreement shall be reduced to writing by the employee or his Steward or Committeeperson on the form provided for this purpose setting forth the facts giving rise to the grievance, the Agreement provisions which it is claimed were violated and the relief requested, and submitted to the employee's immediate supervisor within five (5) working days after the occurrence of the facts giving rise to the grievance. The employee may be represented by his Steward or Committeeperson at any meeting with the supervisor prior to his written decision. Within five (5) working days after the written grievance is submitted to him, the supervisor shall deliver his written decision to the Steward or Committeeperson.

Step 2: If the grievance is not disposed of in Step 1 then a written notice of appeal on the form provided shall be delivered by the Plant Committee Chairperson to the Department Manager within three (3) working days of delivery of the Supervisor's written decision. The employee may be represented by the Plant Committee Chairperson and Steward, if necessary, at any meeting with the Department Manager prior to his written decision. Within three (3) working days after the appeal is submitted to him the Department

Manager shall deliver his written decision to the Plant Committee Chairperson.

Step 3: If the grievance is not disposed of in Step 2, then a written notice of appeal on the form provided shall be delivered by the Plant Chairperson to the Vice-President, Manufacturing or in his absence the Vice-President, Human Resources, within five (5) working days of delivery of the Department Manager's written decision. Within five (5) working days after receipt of the notice of appeal by the Vice-President, Manufacturing or Vice-President, Human Resources, as the case may be, the members of the Plant Committee shall meet with the Vice-President, Manufacturing or in his absence the Vice-President, Human Resources to attempt to resolve the grievance unless otherwise mutually agreed. If requested by either party, a National Representative of the Union, shall attend the meeting. Within five (5) working days following this meeting, the Vice-President, Manufacturing or in his absence the Vice-President, Human Resources, shall deliver his written decision to the Plant Committee Chairperson. If a National Representative is not available the Local Union President may attend the meeting in place of the National Representative. Prior to any third stage grievance appeal, the Union may request the supervisor involved in the grievance be in atten-

dance at the appeal hearing for purposes of investigation. Similarly the Company may request the presence of the grievor.

Step 4: If the grievance is not disposed of in Step 3, then the Plant Committee Chairperson may demand arbitration pursuant to paragraph 8.05 of this Agreement.

8.03 If any grievance involves more than three (3) employees, the Plant Committee Chairperson may present the grievance to the Vice-President, Manufacturing or in his absence the Vice-President, Human Resources, by completing the form provided for grievances at Step 1 and delivering it to the Vice-President, Manufacturing, or in his absence, the Vice-President, Human Resources, within five (5) working days after the grievance arises. Thereafter, the procedure outlined in Steps 3 and 4 above shall be followed.

8.04 Any time limitation specified in paragraphs 8.02, 8.03 and 8.05 may be extended by mutual agreement of the parties set forth in writing only. Any complaint or grievance not filed or not appealed to the next step within the time permitted by this Agreement shall be considered settled on the basis of the last decision and shall not be subject to further consideration. If either party fails to adhere to the time limits specified in

this Article, then the grievance shall be deemed to be conceded.

8.05 If arbitration is desired, the Plant Committee Chairperson or a National Representative of the Union shall deliver within ten (10) working days after delivery of the decision in Step 3 of the grievance procedure, a written demand therefore to the Vice-President, Manufacturing, or in his absence, the Vice-President, Human Resources, identifying the grievance and the names of the Union's choice for an arbitrator.

8.06 The Employer shall, within five (5) working days after receipt of the demand, advise the Union of the names of the employer's choice for arbitrator.

8.07 The Union and the Employer shall, within five (5) working days or at a time mutually agreed upon, select an arbitrator from the names submitted. If the parties fail to appoint an arbitrator, within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitrator shall hear the grievance and shall issue an award which shall be final and binding upon the parties and upon any employee affected by it.

8.08 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.09 The parties will jointly share the expenses, if any, of the Arbitrator.

8.10 The Arbitrator shall not be authorized to make any award inconsistent with the provisions of this Agreement or to alter, modify, or amend any part of this Agreement.

8.11 No grievance may be submitted concerning the termination of employment, layoff or disciplining of a probationary employee.

8.12 The grievor may be involved at any step of the grievance procedure and will be paid for any regular time lost in processing his grievance.

ARTICLE 9

DISCHARGE AND SUSPENSION

9.01 When an employee is discharged he shall be given a reasonable opportunity to interview with his Committeeperson or Steward before leaving the plant, except, if in the opinion of the Employer, the discharged employee is threatening, belligerent, abusive or disorderly.

9.02 An employee who is discharged or suspended for more than three (3) working days may file a grievance at Step 3 of the Grievance Procedure within three (3) working days after such discharge, or suspension. The Employer will schedule a meeting to discuss the grievance within two (2) working days after receipt of the grievance. The grievance shall contain the information required at Step 1 of the Grievance Procedure. An employee suspended for three (3) working days or less shall take up his grievance at Step 1.

9.03 In imposing discipline the Employer will not take into account any infraction of a major nature which occurred more than twelve (12) months previously provided the employee has had no disciplinary notices on the file during the twelve (12) month period. For the purpose of this clause an infraction of a major nature is defined as a written warning of discipline, suspension or discharge.

ARTICLE 10

ATTENDANCE

10.01 Regular attendance is expected from every employee. Employees unable to work, for any cause, shall so advise their supervisor before the regular starting time of their shift, if possible.

ARTICLE 11

SENIORITY

11.01 Plant-wide seniority shall mean an employee's length of continuous service with the Employer.

11.02 New employees shall serve a probationary period of ten (10) weeks in a 12 month period before acquiring seniority rights which shall then date back to their respective date of starting work with the Employer. Probationary employees may be discharged without entitling the employee to recourse to the Grievance Procedure.

11.03 Seniority will apply only to the extent that it is expressly provided for in this Collective Agreement.

11.04 Seniority lists will be supplied to the Union and posted on the bulletin boards on January 1st and July 1st of each year of the Agreement.

11.05 Seniority once established for an employee shall be forfeited under the following conditions:

- (a) if he voluntarily quits;

(b) if he is discharged for any cause and not reinstated through the Grievance Procedure;

(c) if he fails to report for duty after a lay-off or leave of absence in accordance with the provision of this Agreement;

(d) if twelve months have elapsed from the day of lay-off or a time equal to his seniority, whichever is greater; or

(e) if he is absent from work for more than three scheduled working days without notifying the Employer, unless in the circumstances it was impossible for the employee to give notice to the Employer.

11.06 If an employee is suspended as a disciplinary measure, he shall retain all seniority rights if and when the penalty terminates.

11.07 Those promoted to positions not covered by this Agreement, will retain their seniority after promotion and if transferred back into the bargaining unit, the time served in the non-bargaining position shall not be included in the seniority standing.

11.08 The Employer shall have the right to select any employee for the purpose of inventory-taking

without regard to department, seniority or classification. An employee selected for inventory-taking will maintain his basic hourly rate without increase or decrease. If, in the opinion of the Employer, an employee is capable of performing inventory-taking then the senior employee will be asked first.

11.09 If the Employer reduces the work force or eliminates classifications, the Employer will consider job requirements and the ability, training and skill of each individual to perform the normal required work in determining which employee is to be laid off or recalled from layoff. If, in the opinion of the Employer, these factors are equal, seniority will be applied as outlined in paragraphs 11.10 through 11.15.

11.10 Temporary layoff shall be deemed to be a layoff up to and including five (5) consecutive working days. An employee will be placed on temporary layoff without regard to department, seniority or classification. In no event will an employee be required to lose more than ten (10) working days during a twelve (12) month period because of temporary layoff. If, under this provision, an employee accumulates more than ten (10) days temporary layoff in a twelve (12) month period, subsequent layoff in excess of ten (10) days shall be in accordance with the indefinite

layoff provisions contained in paragraphs 11.11 and 11.12. This Article will be used in an emergency only.

11.11 Indefinite layoff shall be deemed to be a layoff in excess of five (5) consecutive working days. If the Employer announces an indefinite layoff, the Employer will determine the classification(s) to be reduced and will remove the employees with the least plant-wide seniority in the classification(s) affected. The Employer will give five (5) days of notice of indefinite layoff. In the event the five (5) days of notice is not given, the Employer will pay the balance up to five (5) days regular pay in lieu thereof. No notice or pay in lieu thereof will be required where the indefinite layoff is caused by events beyond the control of the Employer such as equipment breakdown, fire, loss of customers, cancellation or delay of orders, Acts of God, etc.

11.12 An employee who is reduced from his classification because of indefinite layoff may exercise his plant-wide seniority in any lower classification within his department and may replace a lesser serviced employee in the classification selected as long as such employee is capable of performing the work of the less senior employee. *In such a reduction, an employee who bumps will be afforded a one day familiarization period. If*

there are no employees with less plant-wide seniority in the department, he may replace a lesser serviced employee within the plant provided he is able to perform the normal work required in the classification. For the purpose of Article 11.12, department is defined as Plastics, CM (including Wire and Finishing), Warehouse and Facilities.

11.13 No employee shall displace another employee who is employed in a higher classification *except in the case where a senior employee has exhausted his/her seniority rights under Article 11.12 and is about to be laid off out of the plant, or off his/her shift. In such case, a senior employee may displace a junior employee in a higher classification provided he/she, in the opinion of the Employer, is fully qualified to perform the normal requirements of the job.*

11.14 Employees will be recalled from layoff in inverse order of layoff subject to principles outlined in paragraph 11.09 except that no employee will be recalled to a classification and shift and department that the employee refused prior to the effective date of layoff. The employee will be required to signify his refusal by signing a form provided for this purpose prior to the effective date of layoff. A laid off employee may refuse a recall to work without jeopardizing his

recall rights in 11.05(d) where the work assignment offer is of a duration of two (2) weeks or less. For the purpose of Article 11.14 department is defined as Plastics, C.M., Warehouse and Facilities.

11.15 Probationary employees and students will be the first to be laid off and the last to be recalled from layoff.

11.16 When recalling an employee after layoff he shall be notified by registered mail or telegram and allowed five (5) working days to report for work, and in the meantime, if an employee is recalled and is not immediately available for work other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five (5) day period as outlined. It shall be the employee's responsibility to keep the Employer notified as to change of addresses, and their telephone numbers so that they will be current at all times. The five (5) working day reporting period may be extended to ten (10) working days where the employee is required to give notice of termination to another employer.

11.17 For the purpose of this Article, levels of classification will be determined by the hourly rate of pay for each classification.

11.18 Notwithstanding the foregoing, members of the Plant Committee will be the last to be laid off and the first to be recalled regardless of their position on the seniority list.

ARTICLE 12

BULLETIN BOARDS

12.01 The Employer shall provide bulletin boards in the plant premises to be used by the Union for the purpose of posting notices related to the Union's business. Such notices shall be approved by the Vice-President, Manufacturing, or in his absence, the Vice-President, Human Resources, prior to their being posted.

12.02 Each notice posted on a bulletin board shall include the date the notice is to be posted and the date the notice is to be removed.

ARTICLE 13

SAFETY & HEALTH

13.01 The Employer shall make all reasonable provisions for the safety and health of the employees and the employees are encouraged

to make suggestions to the Employer respecting safety. The parties agree that applicable parts of the Occupational Health and Safety Act (OHSA Ontario) will be adhered to.

13.02 The Employer and Union agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.

13.03 A Safety Committee shall be appointed and shall be composed of three (3) representatives of the Employer and three (3) representatives of the Union.

13.04 The Health and Safety Committee will be provided upon request with known information on known toxic materials being used in Plant operations. Employees using materials should be familiarized with the safe handling of same. Assignment to departments where toxic materials are used will be noted in the employee's personnel file.

ARTICLE 14

JURY DUTY

14.01 An employee who is selected for service as a juror or witness will be compensated for loss of pay from his regular scheduled shift due to such services. Such compensation will be based

on his regular scheduled hours at his current straight time hourly rate less the fee received for such services. However, should the employee present himself for selection as a juror and not be selected, then he is required to return to the plant to complete his remaining normally scheduled work day.

14.02 In order for an employee to qualify for payment under Article 14.01, he must:

(a) inform his supervisor within twenty-four hours of receipt of notice of selection for service as a juror or witness;

(b) if released from service as a juror or witness and four hours or more remain in the employee's regular scheduled hours, he must return to the Plant to complete his remaining normally scheduled work day;

(c) provide a written statement to the Employer indicating the date of his service as a juror or witness, and the time so spent and the fee received for his services; and

(d) have completed his probationary period

14.03 Employees selected for jury or witness duty who are on other than the day shift may be assigned to the day shift for those days they are required to serve if work schedules permit.

ARTICLE 15

BEREAVEMENT PAY

15.01 Should an employee's parent, step-parent, spouse, as defined by the Family Law Reform Act, child, step-child, brother, sister, step-brother/sister, parent-in-law, step-parent-in-law, child-in-law, brother or sister-in-law, grandparent, grandchild or grandparent-in-law die, the employee will be granted a leave of absence with pay to a maximum of three (3) days for the purpose of attending the funeral, one day of which shall be the day of the funeral. If the employee does not attend the funeral, he shall be allowed one (1) day of leave with pay for the purpose of attending an official memorial service. For the purpose of this article, pay during the leave will be at the employee's regular straight time hourly rate for regular time lost.

15.02 If any of these days fall on a Saturday, Sunday or Plant Holiday, or during the employee's vacation or leave of absence, then bereavement pay is not paid for such days.

15.03 In order to qualify the employee must:

(a) have completed his probationary period;
and

(b) provide written proof of death and of the date of the funeral from an authorized source such as a doctor, funeral director, clergyman or newspaper.

ARTICLE 16

PLANT HOLIDAYS

16.01 The following shall be recognized as holidays to be paid for at the regular straight time hourly rate (except for probationary employees):

<i>July 1, 1989</i>	<i>July 1, 1990</i>
<i>August 7, 1989</i>	<i>August 6, 1990</i>
<i>September 4, 1989</i>	<i>September 3, 1990</i>
<i>October 9, 1989</i>	<i>October 8, 1990</i>
<i>December 25, 1989</i>	<i>December 24, 1990</i>
<i>December 26, 1989</i>	<i>December 25, 1990</i>
<i>December 27, 1989</i>	<i>December 26, 1990</i>
<i>December 28, 1989</i>	<i>December 27, 1990</i>
<i>December 29, 1989</i>	<i>December 28, 1990</i>
<i>January 1, 1990</i>	<i>January 1, 1991</i>
<i>April 13, 1990</i>	<i>March 29, 1991</i>
<i>May 21, 1990</i>	<i>May 20, 1991</i>

or days celebrated in lieu thereof, regardless of the day on which it falls.

16.02 If an employee works on any of the said holidays, he shall be paid as provided in paragraph 16.01 plus double time for all hours worked.

16.03 An eligible employee who is absent from work for the full scheduled shift before or the full scheduled shift after a holiday will not receive holiday pay unless the absence is authorized in writing by the Employer. The Employer will authorize absence due to illness which shall be verified by a certificate from a licensed physician, if requested by the Employer, and such certificate is presented to the Employer within five (5) working days after the day of observance of the holiday. Notwithstanding the foregoing, an employee who is receiving Workmen's Compensation or who is absent from work for any reason for more than five (5) working days prior to or after a holiday is ineligible for holiday pay.

16.04 If any of the above holidays fall or are observed during an employee's vacation, he shall be entitled to an extra day's vacation with pay at the end of his scheduled vacation period.

ARTICLE 17

VACATIONS

17.01 An employee who on the first day of July has:

(a) one year or more continuous service but less than five years of continuous service with the Employer shall receive two weeks vacation per year with pay equal to 4% of the total pay of the employee in the year for which the vacation is given or in accordance with the Employment Standards Act as amended.

(b) five years or more continuous service but less than 12 years of continuous service with the Employer shall receive three weeks vacation per year with pay equal to 6% of the total pay of the employee in the year for which the vacation is given.

(c) twelve years or more continuous service with the Employer shall receive four weeks vacation per year with pay equal to 8% of the total pay of the employee in the year for which vacation is given.

(d) twenty years or more continuous service with the Employer shall receive five weeks

vacation per year with pay equal to 10% of the total pay of the employee in the year for which vacation is given.

*(e) thirty years or more continuous service with the Employer shall receive six weeks vacation per **year** with pay equal to 12% of the total pay of the employee in the year for which vacation is given. The sixth week must be taken between January 1 and May 31st.*

17.02 An employee with less than one (1) year of continuous service as of July 1st shall receive no vacation but shall receive vacation pay of 4% of his total pay through June 30 of the current vacation year or in accordance with the Employment Standards Act as amended.

17.03 All vacations must be approved by the Employer and taken during the vacation year following the eligibility date. For the purpose of this Article, vacation year is defined as the period from July 1 to the following June 30.

17.04 Vacation pay will be paid July 1st or at the time vacation is taken upon notification by the employee.

17.05 The Union and the Employer agree that vacation entitlement will be taken unless the

employee has been absent during the twelve months preceding the normal vacation period for a time exceeding the employee's vacation entitlement. Upon this occurrence an employee may request to forfeit earned vacation entitlement.

ARTICLE 18

JOB POSTING

18.01 When a job in the bargaining unit becomes vacant, the Employer will post a notice of the vacancy for a period of two (2) working days. The Notice will contain the nature of the job, the shift, the qualifications required and the rate of pay. An employee who wishes to be considered for the position so posted shall signify his desire by signing his name to the posting indicating his department and his qualifications for the job.

18.02 In filling any posted vacancy under this Article, the Employer will consider the training, skill and ability of the applicants to perform the work in question and where these are relatively equal seniority shall govern. If the job is not filled as a result of the posting, the Employer reserves the right to hire.

18.03 There will be a maximum of three (3) postings for a vacancy — the original posting to fill the vacancy and two (2) subsequent postings for the vacancies created by successful applicants. Any further vacancy that occurs after the second subsequent posting may be filled by the Employer without posting. Should the successful applicant to a posting be unsatisfactory, he shall be returned to his former job and the vacancy may be filled without further posting.

18.04 A newly hired employee or any employee who has successfully bid under this Article shall not be entitled to bid for a subsequent posted job for *four (4)* months from the date of his employment or date of his successful bid, except with the Employer's permission.

18.05 Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers or promotions and temporary vacancies shall not be deemed to be vacant for the purposes of this Article. *However, where it is expected that the temporary vacancy caused by any of the above reasons will exceed 3 months, the Company will post the job on a temporary basis. It is understood that when the original incumbent returns from such leave, the employee who filled the temporary vacancy shall return to his or her job.* The Employer reserves the right to reassign an employee who

has returned to work after an absence of more than six (6) months due to illness or accident if, in the opinion of the Employer, the employee cannot perform his regular job.

18.06 Wherever possible, a successful applicant to a job posting will get transferred to the job applied for within ten (10) working days from the date of his successful application. If not transferred at the end of ten (10) working days, the successful applicant will be paid the training rate of the job to which he was the successful applicant.

ARTICLE 19

BASE CLASSIFICATION RECALL PRIVILEGE

19.01 For the purpose of administering these provisions base classification is defined as:

(a) the classification to which an employee was originally a successful applicant through the job posting procedure subject to the limitation in item 2 of this provision, or

(b) the classification into which an employee is permanently assigned if the employee did not obtain the classification through the job posting procedure.

An employee will have one (1) base classification at any time.

19.02 A seniority employee who is removed from his base classification for an indefinite period of time due to a shortage of work and is employed in another classification will retain recall privileges to the base classification in the same department and shift for a period not exceeding twelve (12) months or a time equivalent to the employee's seniority from the date the employee was originally removed from the classification, whichever is greater. When base recall privileges are exercised the Employer is not required to implement the job posting procedure.

19.03 An employee will forfeit base classification recall privileges when:

(a) The employee becomes a successful applicant to another classification through the job posting procedure in which case the new classification becomes the base classification.

(b) the employee does not exercise base classification recall privileges when so offered in which case the classification to which the employee is presently assigned becomes the base classification.

(c) twelve (12) months or a time equivalent to the employee's seniority have elapsed from the

date of being removed from the base classification, whichever is greater, without being given an opportunity to exercise base classification recall privileges in which case the classification to which the employee is presently assigned becomes the base classification.

19.04 These provisions, in no way, are meant to alter the provisions for temporary transfers contained in the Collective Agreement.

ARTICLE 20

TEMPORARY TRANSFERS

20.01 The expression “temporary transfer” used in this clause shall mean the transfer for four hours or more of an employee from one classification to another by the Employer with the intention of returning the employee to his regular job classification as soon as practicable, but not in excess of ten (10) working days unless mutually agreed upon between the Union and the Employer. When an employee is temporarily transferred at the employer’s option and the rate of pay for the job classification to which the employee is transferred is higher than the rate for his regular classification, he shall be paid at least the next higher increment of the job to which he is temporarily transferred over his regular rate.

20.02 If an employee is transferred at the Employer's option from one job classification to another on a temporary transfer and if the rate of pay for the job classification to which the employee is temporarily transferred is less than his regular job classification, he shall be paid at his regular rate of pay consistent with other provisions contained in this Agreement.

20.03 If an employee is temporarily transferred in lieu of layoff at the employee's option to a job classification where the rate of pay is less than his regular job classification, he shall be paid the rate of the classification to which he is transferred unless specifically excepted by the Employer.

ARTICLE 21

HOURS OF WORK AND OVERTIME

21.01 Hours of work shall be as provided in Schedule B to this Agreement.

21.02 The Employer does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.

21.03 Overtime shall be voluntary. Time and one-half shall be paid for all hours worked in

excess of the scheduled daily hours as set out in Schedule B. When overtime is required, as much notice as possible will be given.

21.04 Wherever possible, only the initial offering of overtime in each calendar year will be made to the most senior employee present who normally performs the work on the same shift. Thereafter, the employer will endeavour to distribute overtime as evenly as practicable, providing that it is consistent with the continuation of work among the employees normally performing the work on the same shift.

21.05 The Employer reserves the right to reschedule the working hours of employees whose normally scheduled daily working hours are less than eight and whose normally scheduled working week is less than forty hours per week so that the normally scheduled daily working hours of these employees shall be eight hours per day and the normally scheduled working week shall be forty hours per week. If the Employer so reschedules the working hours in accordance with this Article, overtime for the purpose of paragraph 21.03 shall be paid in accordance with the rescheduled normal daily and weekly working hours so that such employees shall be paid time and one-half for all hours worked in excess of eight hours per day.

21.06 Time and one-half shall be paid for all hours worked on a Saturday. Double time shall be paid for all hours worked on a Sunday. Payments under this paragraph are premiums for working on Saturday or Sunday and if an employee works on either day and such work is part of his regular Friday or Monday shift, he will not be paid any premium under this paragraph.

21.07 All employees who work on a holiday, as provided for in Article 16 herein, shall be paid for the holiday in addition to the rate of double time for all hours worked on the holiday subject to any other provisions contained in this Agreement.

21.08 Effective date of *ratification* a shift premium of *thirty (30)* cents per hour shall be paid for all work performed by employees on the regularly scheduled afternoon and night shifts. *Effective July 1, 1990, this premium to be thirty-one (31) cents.*

21.09 Shift premium shall be paid only for actual hours worked and no overtime or premium shall be calculated thereon. Article 21.08 shall not be interpreted so as to pyramid the shift premium in addition to overtime rates paid to employees working overtime in conjunction with their regularly scheduled shift.

21.10 Employees shall not receive overtime or any other premium for hours spent before or after their normally scheduled daily working hours for the purpose of meeting with supervision in the Plant or participating in any course provided by the Employer.

21.11 Employees will be granted one ten minute break each half shift.

ARTICLE 22

LEAVE OF ABSENCE

22.01 The Employer may grant a leave of absence to a maximum of three (3) months without pay to employees for legitimate personal reasons. The employee may request in writing only one (1) extension of the leave prior to the end of the first leave of absence. Requests for leave of absence must be in writing on the form provided for this purpose. The employee will give as much notice of request for leave as is possible but in any event not less than one (1) week prior to the commencement of the requested leave. An employee who becomes ill or injured and whose claim is supported by adequate medical proof will be granted a leave of absence without pay for a maximum of two (2) years or a time equal to his

seniority at the commencement of the leave, whichever is greater.

22.02 The Employer will grant a leave of absence without pay to a pregnant employee upon her written request and a proper physician's certificate verifying her pregnancy for a period of three (3) months prior to her anticipated date of delivery; but nothing in this Agreement shall prevent the Employer from requiring a pregnant employee to go on leave of absence for such longer period as the Employer desires on the grounds that the employee's physical condition constitutes a hazard to her fellow employees or is interfering with her ability to perform available work on her shift and in her department or work in her base classification, which she is capable of doing. Leave of absence due to pregnancy will be granted to an employee who has completed her probationary period.

22.03 At the written request of the Union, the Employer will grant a renewable one (1) year leave of absence without pay or benefits to a Union representative who has been selected by the National Union or elected to a position in the Local Union that will require the employee to be absent from work on Union business for an indefinite period of time. The request for leave shall be submitted at least one (1) month in

advance of the start of the leave. The leave will be renewed annually if requested in writing by the National or Local Union. Not more than one (1) such leave of absence shall be granted at any time. To be eligible for Union leave an employee must have more than one (1) year of seniority.

ARTICLE 23

REPORTING PAY

23.01 Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available in the employee's regular classifications shall receive not less than four hours of any work that is available at the rate of pay applicable to the job provided, or if no work at all is available, shall receive four hours pay at their regular straight time hourly rate.

23.02 The provisions of this article shall not apply in the event the employees were notified not to report for work or in the event of strikes, power failures, or other conditions beyond the control of the Employer which prevent the Employer from providing work.

ARTICLE 24

EMERGENCY WORK

24.01 If an employee has left the company property and is called in for work outside his normally scheduled working hours to perform work of an emergency nature, he shall receive a minimum of four (4) hours pay at the applicable rate for the job performed.

ARTICLE 25

JOB CLASSIFICATIONS AND RATES OF PAY

25.01 The job classifications and rates of pay shall be as set forth in Schedule A attached hereto and forming part of this Agreement.

ARTICLE 26

FRINGE BENEFITS

26.01 Effective the first day of the first premium month following date of ratification of this Agreement the Employer will make available and pay the full cost for all eligible employees and their eligible dependents, the following benefits subject to limitations and standard provisions appearing

in the individual insurance contracts. The benefits shall apply only to those claims the circumstances of which arose after the date of ratification of this Agreement.

(a) Group Life Insurance — \$16,000 and effective July 1, 1990 \$17,000.

(b) Ontario Health Insurance Plan (O.H.I.P.)

(c) Semi-private hospital care insurance.

(d) Weekly Sickness and Accident Income Indemnity Insurance. This plan pays benefits from the first day of disability if disability is due to an accident and from the first day of hospitalization as a bed patient if disability is due to illness. Treatment in an emergency department or a hospital does not qualify an employee for first day coverage unless one of the above criteria is met. Benefits are payable from the sixth day of disability if disability is caused by any other illness.

Benefits will be payable under the Company's Weekly Indemnity Plan from the first day of disability if an employee is disabled as a result of an outpatient surgical procedure, but only under the following conditions:

1. The surgical procedure must be pre-scheduled;

2. The surgical procedure must be performed in a hospital on an out-patient or day care surgery basis and this information must be clearly indicated on the section of the weekly indemnity claim form that is completed by the attending physician;

3. The employee must be unable to work as a result of the surgical procedure; and

4. The employee must advise the Company on the appropriate Request Form at least two weeks in advance (unless there is an emergency situation) that the surgical procedure is to be performed and give anticipated dates of absence from work.

The maximum period of benefit will be 26 weeks for each period of disability with the benefit being equal to the U.I.C. maximum benefit. The Employer shall retain 100% of any premium reduction granted by U.I.C. from registration of this wage loss replacement plan.

(e) Extended Health Care Insurance benefits with the calendar year deductible provision of \$10.00 per person and \$10.00 per family with a maximum lifetime benefit of \$10,000. The specific details of this plan will be as outlined in the insurance carrier's policy.

26.02 For the purpose of this Article, eligible employees are defined as those employees who have completed their probationary period and are on the active payroll of the Employer. Eligible dependents shall be defined by the insurance carriers. Employees who have completed their probationary period shall be enrolled in the programmes outlined in Article 26.01 effective the first of the month following completion of their probationary period. An employee will be removed from the active payroll of the Employer in the case of leave of absence or layoff at the last *day of the calendar month next following the calendar month in which such leave of absence or leave* begins, or in the case of extended illness, or accident at the end of the sixth month following the commencement of the illness or accident.

26.03 Any liability resulting from increased premium costs of the plans specified in Article 26.01 shall be absorbed by the Employer. Any benefit resulting from reduced premium costs of the plans specified in Article 26.01 shall accrue to the Employer.

26.04 Effective July 1, 1977 a dental plan equivalent to the Blue Cross dental plan #7 will be implemented and the costs of such a plan will be borne 50% by the Employer and 50% by the employee. Effective the first of the month following

ratification of this Agreement the 1988 Ontario Dental Association tariff schedule shall be used in calculating benefits under this plan. *Effective July 1, 1990, the 1989 Ontario Dental Association tariff schedule shall be used in calculating benefits under this plan.*

26.05 The Company will pay into a designated trust fund one (1) cent for each hour worked, to be paid on a quarterly basis. This fund shall be used expressly for upgrading Rubbermaid employees, Employees selected by the Union to attend such courses will be granted a leave of absence without pay for a maximum of 20 days of class time during a 12 month period plus travel time where necessary.

26.06 For employees in the Maintenance and Set-up *and Warehouse* classifications the Company will pay up to \$40.00 per year and effective July 1, 1990, \$41.00 per year towards the cost of a pair of company approved safety boots. *The wearing of such boots shall be mandatory.*

26.07 Pensions. Effective date of ratification the pension plan shall be amended to provide a payment of \$14.00 per month per year of credited service and effective July 1, 1990 this payment shall be increased to \$15.00 per month per year of credited service.

26.08 *The Employer will pay an allowance of fifty dollars (\$50.00) every two (2) years towards the cost of prescription safety glasses to be worn at work. The glasses shall be obtained from a supplier selected by the Employer after obtaining the necessary forms from Personnel.*

ARTICLE 27

TERM OF AGREEMENT

27.01 This agreement shall be for a period commencing on the date of ratification and ending on the 30th day of June, 1991, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty days nor more than sixty days prior to the expiry date hereof of the party's intention to terminate this Agreement or to negotiate revisions thereto.

For the Union:

H. Kyle
A. Harvey
C. Stoutt
R. Height

For the Company:

R.F. Barauskas
L. Porcellato
C. Polito

Executed at Mississauga, Ontario this 8th day of *August, 1989.*

RUBBERMAID CANADA INC.
SCHEDULE A
WAGES

TOP RATES EFFECTIVE

CLASSIFICATION	July 1, July 1	
	C o d e	1989 1990
Maintenance Specialist	47	15.98 16.48
Plastics Set-up' 1 st	49	14.46 14.96
Maintenance 1 st	35	14.46 14.96
Maintenance Trainee 1	34	14.46 14.96
Maintenance A	36	13.08 13.58
Plastics Set-up A	38	13.08 13.58
Driver	26	13.08 13.58
Maintenance Trainee 2	33	13.08 13.58
Injection Molding Trainee 2	38	13.08 13.58
Head Receiver	22	12.86 13.36
CM. Set-up	45	12.86 13.36
Set-up Operator A	40	12.47 12.97
General Maintenance	37	12.43 12.93
Plastics Set-up B	39	12.43 12.93
Maintenance Trainee 3	32	12.43 12.93
Injection Molding Trainee 3	39	12.43 12.93
High Reach Operator	48	12.42 12.92
Mixer	14	12.19 12.69
Warehouseman	20	11.99 12.49
Packaging Stockman	24	11.99 12.49
Shipper/Receiver	21	11.99 12.49
Maintenance Trainee 3 (1st yr)	32	11.94 12.44
I.M. Trainee 3 (1st yr)	39	11.94 12.44

Utility	1	11.62	12.12
C.M. Operator	46	11.62	12.12
Picker/Packer	29	11.35	11.85
Repair Classifier	12	11.22	11.72
Merge Operator	31	11.22	11.72
Wire Welder	11	11.01	11.51
IMO/MOP	13	10.73	11.23

RUBBERMAID (CANADA) INC.
SCHEDULE A
WAGES

1. Progression to the top rate will be based on training, skill, ability and qualifications.
2. Hiring rates or initial rates for employees in classifications will be at the discretion of the Employer.
3. Lead Hand — receives .20 cents per hour over the highest rate led.
4. Where the Company establishes a new classification, the Company will negotiate with the Union, wherever possible in advance of the classification being established, but no later than 10 weeks after establishment, an appropriate wage rate for the new classification. If agreement on the wage rate is not reached, the Company may assign a temporary rate until a rate is agreed upon. The negotiated rate will be retroactive to the first full shift when the job was assigned.

SCHEDULE B
HOURS OF WORK

DEPT.	SHIFT	LUNCH	HOURS OF WORK/SHIFT
Warehouse	all shifts	30 min.	8
Finishing	all shifts	30 min.	8
			except as below
Plastics	all shifts	30 min.	8
			except as below
Facilities	all shifts	30 min	8
C.M.	all shifts	30 min.	8
			except as below

Where continuous 3 shift operations do not permit an overlap of shifts, the Employer may schedule 7 1/2 hour shifts exclusive of lunch time.

The Employer reserves the right to reschedule the hours of work as herein provided. Wherever practicable the Employer will notify the Union prior to rescheduling the hours of work.

July 20, 1978

Mr. Don Gordon
International Representative
Canadian Headquarters of the U.A.W.
205 Placer Court
Willowdale, Ontario

Dear Mr. Gordon:

Further to discussions during recent contract negotiations, it was agreed that in the event the Company relocates its Distribution operations within Mississauga, those employees associated with the Distribution Department will be offered an opportunity to transfer to the new location within Mississauga and will be covered by this Collective Agreement.

Sincerely,

D.R. Hancocks
Vice-President, Personnel

June 28, 1989

Mr. Hugh Kyle
National Representative
C.A.W.
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Kyle:

This will confirm that effective the date of ratification 1980, the Employer has agreed to replace tools broken at work by Maintenance and Set-up personnel upon proof that such tool was broken at work.

Effective the date of ratification 1989, the Employer has agreed to provide Maintenance employees, with more than six months service, a fifty dollar (\$50.00) tool allowance in each contract year, for the purchase of tools, specified by the Employer as being required.

Yours truly,

R.F. Barauskas
Vice-President, Human Resources

September 13, 1983

Mr. Roy Scott
International Representative
Canadian Headquarters of the U.A.W.
205 Placer Court
Willowdale, Ontario

Dear Mr. Scott:

Resulting from our 1983 negotiations for a renewed Collective Agreement, we agree that should specialized or metric tools be required to perform maintenance and set-up work, the Employer will make specialized or metric tools available for such work.

Sincerely,

D.R. Hancocks
Vice-President, Personnel

September 13, 1983

Mr. Roy Scott
International Representative
Canadian Headquarters of the U.A.W
205 Placer Court
Willowdale. Ontario

Dear Mr. Scott:

If technological change is introduced, the Employer will endeavour to retrain employees directly affected by the change where circumstances permit.

Yours truly,

D.R. Hancocks
Vice-President, Personnel

September 13, 1983

Mr. Roy Scott
International Representative
Canadian Headquarters of the U.A.W.
205 Placer Court
Willowdale, Ontario

Dear Mr. Scott:

Work normally performed by the bargaining unit will be assigned to that unit where practicable having regard for considerations such as production requirements, expense, facilities and ability to perform the work, time constraints and safety requirements.

Yours truly,

D.R. Hancocks
Vice-President, Personnel

July 25, 1985

Mr. Roy Scott
International Representative
Canadian Headquarters of the UAW
205 Placer Court
Willowdale, Ontario

Dear Mr. Scott:

In the event of the closure of the Mississauga facilities caused by the Company relocating elsewhere in Ontario, Employees will be given preferential consideration for available jobs in such new facilities provided they are fully qualified to perform the required work.

Yours truly,

P.M. Twigg
Vice President, Human Resources

January 6, 1987
Mr. G. R. Scott
International Representative
C.A.W.
205 Placer Court
Willowdale, Ontario
M2H3H9

Dear Roy:

As you may know, the Company has opened a Commercial Products operation at Oakville, which will take the place of the Brampton facility. Although the Oakville Commercial Products location is outside the jurisdiction and scope of our present Collective Agreement the Company intends to apply the Agreement to the location as it did in Brampton. This will avoid any conflict in the transferring of personnel between the two locations.

Our decision to apply the Collective Agreement is without prejudice and does not in any way constitute voluntary recognition of the Union at any future facilities which Rubbermaid may open or acquire.

Yours truly,

Pat Twigg
Vice President, Human Resources
c.c. A. Harvey

August 13, 1987

Mr. Ted Murphy
National Representative
C.A.W.
205 Placer court
Willowdale, Ontario
M2H 3H9

Dear Mr. Murphy:

Further to discussion during our recent contract negotiations, it was agreed, that before an indefinite layoff, the General Manager will review outboarded molds which have normally been run in the Plant for reassignment where practicable considering contractual commitments, time constraints and customer orders.

Yours truly,

P.M. Twigg
Vice President, Human Resources

August 13, 1987

Mr. Ted Murphy
National Representative
C.A.W.
205 Placer court
Willowdale, Ontario
M2H 3H9

Dear Mr. Murphy:

Further to discussion during our recent contract negotiations, for Article 2.01, Scope & Recognition, we defined school vacation period to be May 1 to September 30.

It was also agreed that students who are hired during any other part of the year when regular employees are not willing to perform the required work, will likewise be excluded from the collective agreement.

Yours truly,

P.M. Twigg
Vice President, Human Resources

June 28, 1989

Mr. Hugh Kyle
National Representative
C.A.W.
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Kyle:

This will confirm that the Company will endeavour to have pay cheques available for the 3rd shift by Thursday at 7:30 a.m.

It is recognized that due to various circumstances, the Company may be unable to meet this objective and in such cases, will provide the employees as much advance notice as is practicable.

Yours truly,

R.F. Barauskas
Vice President, Human Resources

June 28, 1989

Mr. Hugh Kyle
National Representative
C.A.W.
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Kyle:

This will confirm that during the first year of the 1989-1991 Collective Agreement, there will be selected one person by the Union and one by the Employer from the Health & Safety Committee to attend a mutually agreed to Health & Safety course, without loss of regular earnings for a maximum period of 3 weeks.

It is understood that the course will focus on WHMIS and related safety matters to assist these persons in carrying out their existing duties as representatives on the Health & Safety Committee.

Yours truly,

R.F. Barauskas
Vice President. Human Resources

June 28, 1989

Mr. Hugh Kyle
National Representative
C.A.W.
205 Placer Court
Willowdale, Ontario
M2H 3H9

Dear Mr. Kyle:

This will confirm our understanding concerning benefits and pension coverage should the Union request a renewable one (1) year leave of absence for a Union representative for National Union business.

We understand the C.A.W. is prepared to pay for maintenance of all benefit coverages (OHIP, Supplemental Hospital, Extended Health, Dental, Life Insurance and AD & D) at applicable rates, on a month-end basis.

The Company will retain such individual on the Pension Plan at no cost to the C.A.W.

Yours truly,

R.F. Barauskas
Vice-President, Human Resources