

COLLECTIVE AGREEMENT

BETWEEN

RUBBERMAID CANADA INC.

RECEIVED
and MAY 13 2009

NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW - CANADA) AND ITS LOCAL 252

July 1, 2008 – June 30, 2011

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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 co-operative 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 provisions 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 date of hire, 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 Director, Operations or in his absence the Manager, Human Resources.

4.04 During the term of the Agreement, the Employer agrees to deduct from each employee's bi-weekly pay, 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, Transportation and General Workers Union of Canada (CAW — Canada) 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 Chairperson.

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.

4.07 The Employer agrees to a skilled trades check-off that is applicable to those classifications as identified under Article 25 of this Agreement.

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, slow-down, 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 five (5) 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 Production Department. One (1) Committeeperson shall be selected from the employees in the Distribution Department. One (1) Committeeperson shall be selected from employees in the Technical Services Department. One (1) Committeeperson shall be selected from employees on Schedule D. 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 five (5) 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.

7.03 The Company is committed to a policy of providing a work environment free from har-

assessment and discrimination under the Human Rights Code. Each employee in the bargaining unit is equally committed to providing such an environment as part of employment at the plant. The Union, on its own behalf, is committed to this in its role under the Agreement.

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 Committee person 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 submit-

ted 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 Director, Operations or in his absence the Manager, 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 Director, Operations or Manager, Human Resources, as the case may be, the members of the Plant Committee shall meet with the Director, Operations and/or the Manager, Human Resources or his designate to attempt to resolve the grievance unless otherwise mutually agreed. If requested by either party, a National Representative of the Union, and/or the Local President, shall attend the meeting. Within five (5) working days following this meeting, the Director, Operations and/or the Manager, Human Resources, shall deliver his written decision to the Plant Committee Chairperson. Prior to any third stage grievance appeal, the Union may request the supervisor involved in the grievance be in attendance 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 Director,

Operations or in his absence the Manager, Human Resources, by completing the form provided for grievances at Step 1 and delivering it to the Director, Operations, and/or in his absence, the Manager, Human Resources or his designate, 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, 8.05 and 9.02 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 Director, Operations, or in his absence, the Manager, 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 limited, 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 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.

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. For employees promoted to positions outside the agreement subsequent to July 1, 2002, such employees will not retain seniority for purposes under the collective agreement.

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 (a) 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.

11.09 (b) In the case of the complete shutdown of a department, and only where there is no other job to which the person affected has the seniority and qualifications to bump, an employee in the department to be shutdown who is about to be laid off to the street will be given one opportunity to train for ten work days on a position over which they are able to exercise seniority, in order to become qualified for the position.

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 Production, Distribution, Technical Services.

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, provided he/she, in the opinion of the Employer, is fully qualified to perform the normal requirements of the job. In the case of an employee about to be laid off his/her shift, a senior employee may only displace a junior employee in a higher classification on his/her shift.

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 Production, Distribution, Technical Services.

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 lay-off 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 Director, Operations or in his absence, the Manager, 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 (OHS Act 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. The Committee shall meet on a regular basis and the minutes of the meeting shall be distributed within seven (7) days of the meeting.

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-par-

ent-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. A same-sex partner will receive bereavement leave on the same basis of a common-law spouse, provided the same-sex partner has been co-habiting with his/her partner for a period of one year prior to the bereavement leave being claimed. 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. 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.

15.02 For Continuous Operations, days shall be interpreted as the employee's regular shifts. Bereavement leave shall only be paid if the employee is required to be absent from a scheduled day. Pay during the leave will be at the employee's regular straight time hourly rate for regular time lost. If any of these days fall on

a 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):

	2008	2009	2010
Canada Day	Jun 30, 2008	Jul 1, 2009	Jul 2, 2010
Civic Holiday	Aug 4, 2008	Aug 3, 2009	Aug 2, 2010
Labour Day	Sept 1, 2008	Sept 7, 2009	Sept 6, 2010
Thanksgiving	Oct 13, 2008	Oct 12, 2009	Oct 11, 2010
Christmas Eve	Dec 24, 2008	Dec 24, 2009	Dec 24, 2010
Christmas Day	Dec 25, 2008	Dec 25, 2009	Dec 27, 2010
Boxing Day	Dec 26, 2008	Dec 28, 2009	Dec 28, 2010
Floater	Dec 29, 2008	Dec 29, 2009	Dec 29, 2010
Floater	Dec 30, 2008	Dec 30, 2009	Dec 30, 2010
New Year's Eve	Dec 31, 2008	Dec 31, 2009	Dec 31, 2010
New Year's Day	Jan 1, 2009	Jan 1, 2010	Jan 3, 2011
Family Day	Feb 16, 2009	Feb 15, 2010	Feb 21, 2011
Good Friday	Apr 10, 2009	Apr 2, 2010	Apr 22, 2011
Victoria Day	May 18, 2009	May 24, 2010	May 23, 2011

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

Plant Holidays for Continuous Operations:

New Year's Day	Thanksgiving
Family Day	Dec 24
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Dec 30
Civic Holiday	Dec 31
Labour Day	

Continuous Operations employees shall be paid their regular straight time hourly rate for regular time lost when a plant holiday falls on one of their scheduled Continuous Operations days of work. Continuous Operations employees shall be paid eight (8) hours' holiday pay when a plant holiday falls on one of their scheduled days off.

Continuous Operations employees working such plant holidays will receive double time for all hours worked, in addition to their regular rate for all hours worked.

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 and effective July 1, 1997 twenty-nine years, and effective July 1, 1998 twenty-eight 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 on bulletin boards and via phone recording. The Notice will contain the nature of the job, the shift, the qualifications required, the rate of pay, and estimated number of vacancies. 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 Postings will be awarded within three (3) working days of the posting being removed and the completion of any testing. Employees will be notified immediately upon their selection to the vacancy. 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.

Temporary Job Posting

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, the medical documentation substantiates that, 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 lesser 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 lesser 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

- (a) Hours of work shall be as provided in Schedule C to this Agreement.
- (b) As a condition of employment, any employee shall be required to work the Continuous Operation Schedule implemented by the Company. This condition of employment shall continue to apply notwithstanding that the employee may, for certain periods, work on non-continuous operations.

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, Schedule C or Schedule D. 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 endeavor 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 or 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.

This article is not applicable to Continuous Operations.

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.

Continuous Operations employees who work on a plant holiday, shall be paid at a rate of double time, plus their regular straight time hourly rate for all hours worked.

21.08 Effective July 1, 2000, a shift premium of forty (40) cents per hour shall be paid for all work performed by employees on the regularly scheduled afternoon and night shifts.

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.

Employees on Continuous Operations will receive meal and rest breaks in accordance with Schedule "C".

21.12 Employees working on Continuous Operations shall receive their pay checks bi-weekly.

21.13 If an employee who works Continuous Operations is scheduled off, but agrees to work overtime on a Sunday, he or she shall be paid double time for only those hours which fall on the Sunday.

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.

22.02 The Company will provide pregnancy/parental leave in accordance with the Employment Standards Act of Ontario (the "Act"). It is understood that this includes parental leave for adoption purposes as set out in the Act. It is further understood that seniority and benefits continue during the leave as required by the Act.

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 two (2) such leaves 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 EMERGENCYWORK

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 CLASSIFICATION AND RATES OF PAY

25.01 The job classifications and rates of pay shall be as set forth in Schedule "C" 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 (including AD&D coverage) — Within 30 days of ratification — \$29,000.00, effective July 1, 2003 — \$30,000.00, and effective July 1, 2004 — \$31,000.00.
- (b) Ontario Health Insurance Plan (O.H.I.P.).
- (c) Semi-private hospital care insurance.
- (d) Weekly Sickness and Accident Income Indemnity Insurance will be either equal to the EI maximum, or up to \$50.00 more than the EI maximum, if 65% of the employee's regular non-overtime weekly earnings would be greater than the EI maximum. 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 32 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 provi-

sion of \$10.00 per person and \$10.00 per family with a maximum lifetime benefit of \$13,000.00 within 30 days of ratification, \$14,000.00 effective July 1, 2003 and \$15,000.00 effective July 1, 2004 .

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 programs 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 80% by the Employer and 20% by the employee. Effective July 1, 2008, the 2007 Ontario Dental Association tariff schedule shall be used in calculating benefits under this plan. Effective July 1, 2009, the 2008 Ontario Dental Association tariff schedule shall be used in calculating benefits under this plan. Effective July 1, 2010, the 2009 Ontario Dental Association tariff schedule shall be used in calculating benefits under this plan.

The Dental Plan will provide 50% orthodontic coverage up to age 17 with a \$1,600.00 lifetime maximum.

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. Effective July 1, 1992, this payment shall be increased to two (2) cents for each hour worked. 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 The Company will pay a safety shoe allowance of up to \$180.00 and, in the case of skilled trades \$250.00, once during the three (3) year term of the Collective Agreement. As this is an advance, should the employee terminate employment, the Company may withhold from any amounts owing the employee an amount proportionate to the term remaining on the Collective Agreement. Wearing of safety shoes is mandatory for all employees.

26.07 Pensions. Effective July 1, 2002, the pension plan shall be amended to provide a payment of \$31.00 per month for every year of credited service; effective July 1, 2003 this will be increased to \$32.00 per month for every year of credited service and effective July 1, 2004 this will be increased to \$33.00 per month for every year of credited service. During the term of this Agreement, for employees who retire between the ages of 60 and 65, the Company will continue to provide Extended Health Care to the extent of Drugs and Hospitalization and Life Insurance in the amount of \$5,000.00, until the age of 65. Employees who retire prior to age 65 during the term of the Collective Agreement shall be entitled to re-

ceive as they come due any increases in pension entitlement provided for in Article 26.07 which become effective subsequent to their retirement but only until they reach the age of 65. There will be no cap of services at thirty-five (35) years.

26.08 The Company will supply employees with prescription safety glasses once every two years, using a supplier of the Company's choice.

26.09 Effective July 1, 2003, the Company agrees to provide a vision care plan in the maximum amount of One Hundred and Fifty Dollars (\$150.00) per employee every two years. It is understood that the employee may use the amount on his or her own behalf or designate the entire amount or any portion thereof be used by a member of his/her immediate family.

26.10 In the event that the company requires an employee to provide a medical report the company agrees to pay for the cost of this report. It is agreed that this does not apply to any medical reports that the employee must submit in connection with Weekly Sickness & Accident benefits or any medical notes provided by the employee to certify his/her absence for work.

ARTICLE 27
TERM OF AGREEMENT

27.01 This agreement shall be for a period commencing on July 1, 2008, and ending on the 30th day of June, 2011, 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:
Chris Stoutt
Ellie Leblanc
Ralph Height
Sukhvinder Johl
Abbott Harvey
Kelly Sparkman
Gow Rambarack

For the Company:
Patrick Bradley
Patricia Smith-Vanelli
Thomas White
Wayne Wylie

Executed at Mississauga, Ontario this 18th day of July 2007.

RUBBERMAID CANADA INC.
WAGE SCHEDULE EFFECTIVE JULY 1, 2007 — “SKILLED”

CLASSIFICATION	CODE	START RATE	TOP RATE
Electrician	52	\$24.48	\$25.98
Mechanic	51	\$24.48	\$25.98
Set-Up	50	\$22.48	\$23.98
Technical Support	37		\$21.38

RUBBERMAID CANADA INC.
WAGE SCHEDULE EFFECTIVE JULY 1, 2007 — “PRODUCTION”

CLASSIFICATION	CODE	TOP RATE
Driver	26	\$19.88
Head Receiver	22	\$19.66
Material Handler	28	\$19.22
Packaging Stockperson	24	\$19.22
Utility	01	\$18.74
BMO	15	\$18.74
Merge Operator	31	\$18.34
IMO/MOP	13	\$17.85

RUBBERMAID CANADA INC.

SCHEDULE A WAGES

1. For positions classified as “skilled”, progression to the top rate will be based on training, skill, ability and qualifications. The RCI “Skill Blocks” tests will be used to measure skill and ability. Each of the three (3) levels of “Skill Blocks” have a monetary value of 50 cents (\$0.50).
2. For all positions classified as “Production”, employees hired after July 1, 2008, may be paid 85% of the current top rate. Employees will progress to 90%, 95%, and 100% of the current top rate upon the completion of 12, 24 and 36 months’ service, respectively.

Employees hired prior to July 1, 2008, and, who are reclassified as a result of a job posting, will initially receive no less than 95% of the new classification’s top rate. Employees will receive the top rate upon being fully qualified.

3. Lead Hand — receives 20 cents per hour over the highest rate led.
4. Where the Company establishes a new classification, the Company will negoti-

ate 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.

5. The wage progression schedule is to be included in the Collective Agreement.
6. An Apprenticeship Training Program has been established as per Appendix "A' .

**SCHEDULE B
HOURS OF WORK**

DEPT.	SHIFT	LUNCH	WORK/SHIFT
Distribution	all shifts	20 min paid	8 except as below
Production	all shifts	20 min paid	8 except as below
Technical Service	all shifts	20 min paid	8 except as below

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56
—

Where continuous 3 shift operations do not permit an overlap of shifts, the Employer may schedule 8 hours shifts. 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.

SCHEDULE "C"
HOURS OF WORK
AND CONTINUOUS OPERATIONS

The following rules will govern the application of this agreement:

1. Schedule Changes

When the Company changes an employee's work schedule under this Agreement to the continuous eight/twelve (8/12) schedule or back to the current schedule. The Company will notify the Union and affected employees no later than the Thursday workday prior to the workweek during which the revised schedule will commence.

2. Continuous Eight/Twelve (8/12) Hour Schedule

The continuous Eight/Twelve (8/12) schedule ("8/12 Schedule") may be implemented for employee(s), in a particular operation or department or all of the employees in the plant.

The 8/12 Schedule will be utilized to provide seven (7) day, twenty-four (24) hour operations (except for the Wednesday "partial shifts") with seven (7) complements of employees working fixed consecutive periods of work during the work week as follows:

Crew	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
	A	A	A	A	A	D/F	D/F
	B/D	B/D	B	B/E	B/E		
	C/F	C/F	C	C/G	C/G	E/G	E/G
Monday – Friday			8 hour shifts				
Saturday – Sunday			12 hour shifts				

Employees will elect among the seven (7) work groups based upon seniority in the job classifications affected, except when it would result in an imbalance between experienced and inexperienced workers or other skill and ability requirements. Employees who are assigned by the Company to a particular crew to balance the skill and experience under the paragraph will be allowed to move to their seniority choice crew within thirty (30) calendar days.

3. Starting Times, Lunch and Breaks and Shift Changes

(a) The shift schedule will be as follows:

Crew A 8 hours/day (7 a.m. to 3 p.m.)
5 days, Monday through Friday

Crew B 8 hours/day (3 p.m. to 11 p.m.)
5 days, Monday through Friday

Crew C 8 hours/day (11 p.m. to 7 a.m.)
5 days, Monday through Friday

Crew D 12 hours/day (11 a.m. to 11 p.m.), Saturday and Sunday
8 hours/day (3 p.m. to 11 p.m.),
Monday and Tuesday

Crew F 12 hours/day (11 p.m. to 11 a.m.) Saturday and Sunday
8 hours/day (11 p.m. to 7 a.m.), Monday and Tuesday

Crew E 8 hours/day (3 p.m. to 11 p.m.),
Thursday and Friday
12 hours/day (11 a.m. to 11 p.m.), Saturday and Sunday

Crew G 8 hours/day (11 p.m. to 7 a.m.), Thursday and Friday
12 hours/day (11 p.m. to 11 a.m.), Saturday and Sunday

- (b) (i) For eight (8) hours shifts, one (1) ten (10) minute paid break will be provided prior to the twenty minute paid dinner/lunch period and one (1) ten (10) minute paid break will be provided following the dinner/lunch period.
- (ii) For twelve (12) hours shifts, two (2) ten (10) minute paid breaks will be provided prior to the thirty minute paid dinner/lunch period and two (2)

ten (10) minute paid breaks will be provided following the dinner/lunch period.

- (c) Dinner/lunch and break periods may be scheduled by the Company as fixed, staggered (as needed) or subject to relief, depending upon the requirements of the job involved.
- (d) The Company may change starting and quitting times for any employees or group of employees with appropriate notice to the Union and affected employees as provided for in paragraph 1 above.
- (e) If at least three (3) calendar days notice of a revised schedule is not provided, the employee will be paid at one and one-half (1-1/2) times his/her regular rate for the first full shift he/she works on the new shift/schedule. This penalty will not apply where the employee changes shift at his/her request or through the job posting procedure.

4. Normal Workday and Work Week

The normal workday under this 8/12 schedule will be eight (8) or twelve (12) hours per day and the normal work week will be forty (40) hours per week (plus work on the open

shift as scheduled), provided that nothing herein shall be construed to constitute a guarantee on the hours of work per day or per week. The normal workday for an employee shall be the twenty-four (24) hour period commencing with his/her scheduled shift starting time. For "A", "B" and "C" crews, the normal work week shall be the five (5) consecutive day period commencing with the starting time of the employee's first shift during the employee's regularly scheduled work week. For "D", "E", "F" and "G" crews, the normal work week shall be the four (4) consecutive eight (8) and twelve (12) hour days (per schedule) commencing with the starting time of the employee's first shift during the employee's regularly scheduled work week.

5. Shift Premiums

All regularly scheduled employees working on the second and third shifts of an eight (8) hour schedule and the second shift of a twelve (12) hour schedule shall receive a shift premium of forty cents (40¢) per hour.

6. Alternative Continuous 8/12 Shift Schedule

In the event the Company determines at any time that it is not able to staff the continuous 8/12 Schedule set out in Item

2 herein, in an adequate manner for its needs, the Company reserves the right to schedule the alternative continuous operating schedule which follows for classifications in the Technical Services Department, (which are also referred to as "Skilled in the Wage Schedules to the collective agreement):

Crew A 8 hours 7:00a.m. to 3:00p.m.
 Crew B 8 hours 3:00p.m. to 11:00p.m.
 Crew C 8 hours 11:00 p.m. to 7:00 a.m.

Crew D 12 hours 7:00a.m. to 7:00p.m.
 Crew E 12 hours 7:00a.m. to 7:00p.m.
 Crew F 12 hours 7:00p.m. to 7:00a.m.
 Crew G 12 hours 7:00 p.m. to 7:00 a.m.

WEEK 1

Crew	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total Hrs. Scheduled
A		d8	d8	d8	d8	d8		40
B		a8	a8	a8	a8	a8		40
C		n8	n8	n8	n8	n8		40
D		d12	d12			d12	d12	48*
E	d12			d12	d12			36
F		n12	n12			n12	n12	48*
G	n12			n12	n12			36

d = dayshift, a = afternoon shift, n = night shift

WEEK 2

Crew	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total Hrs. Scheduled
A		d8	d8	d8	d8	d8		40
B		a8	a8	a8	a8	a8		40
C		n8	n8	n8	n8	n8		40
D	d12			d12	d12			36
E		d12	d12			d12	d12	48*
F	n12			n12	n12			36
G		n12	n12			n12	n12	48*

d = dayshift, a = afternoon shift, n = night shift

***NOTE TO WEEK 1 & WEEK 2 CHARTS:**

For determination of overtime on a weekly basis, those employees who work a scheduled forty-eight (48) hour week under this schedule will be paid for forty (40) hours at straight time and eight (8) hours at one and one half (1-1/2) times the basic hourly rate for the eight hours in excess of forty hours: paid breaks will be as described in Item 3 herein.

- In addition to the circumstances set out in Item 6, it is agreed that the alternative continuous operating schedule in Item 6 herein maybe implemented on a majority vote of those affected in lieu of the continuous operating schedule in Item 2 herein. Employees will have one opportunity only

during the lifetime of the collective agreement for a vote under this item.

8. Once fully staffed continuous operations on weekends have commenced, Crews A/B/C will be paid double time their base hourly rate for all work performed on a Sunday.
9. An employee working on a continuous operating schedule will be paid double time their basic hourly rate for hours worked on his/her seventh (7) consecutive day of work.

SCHEDULE “D”

WEEKEND WORK SCHEDULE

The company shall have the right to hire a weekend work force consisting of all classifications, which will operate subject to the following terms and conditions:

1. Hours of Work

- 3 X 8 hour shifts with:
 - 2 paid rest periods of 10 minutes per shift
 - 1 paid lunch period of 20 minutes per shift; or

The company reserves the right to establish other shift schedules.

2. Rate of Pay

Weekend employees will receive time and one-quarter of their base rate for each hour worked on their regular scheduled shift. Thereafter Weekend employees will receive time and one-half of their base rate for each hour worked, as required by Article 21.03. (Effective on the first weekend following ratification.)

3. Union Dues

- Union dues are applicable as per Article 4.04.

4. **Seniority**

- Amend Article 11.02 to provide a probationary period of fifty (50) 8 hour shifts within a 12 month period.
- A Weekend employee will forfeit seniority if he refuses an offer of work on 3 separate occasions within a 6 month period. On the renewal of the Collective Agreement, forfeiture of seniority upon refusal of an offer of work shall also mean failure to report for the assigned job and shift on three separate occasions in a six month period unless the failure to report is due to cancellation by the Company.

5. **Lay-off and Recall**

- Due to the irregular and sporadic nature of the Weekend work arrangement, employees will not be entitled to notice of lay-off. However, Weekend employees will be given the opportunity to work based on their seniority standing within the Weekend workforce. In the case of long-term lay-off of 3 months or longer, company wide seniority will apply permitting weekend work force employees to bump back into the regular Monday to Friday work force.
- In clarification of Item 7 of schedule "D", the

following represents the agreed interpretation of the meaning of “weekend employees will be given the opportunity to work based on their seniority standing within the weekend workforce”.

1. On the renewal of the Collective Agreement which expires June 30, 1999, all current weekend employees will be given the initial opportunity to select the available jobs and shift on the weekend work schedule based on their seniority within the weekend workforce and subject to the necessary skills and ability.
2. Once assigned as per above, weekend employees are expected to report to their assigned jobs and shift unless cancelled by the Company. One telephone call to the telephone number which the employee has most recently recorded with the Company will suffice for the purpose of cancellation.
3. In the event of cancellation no reporting pay is owed.
4. Cancellation will be on the basis of the least senior weekend employee in the classification and shift affected based on the employee’s seniority in the weekend workforce.

5. On the renewal of the Collective Agreement, weekend employees and the Company will agree in writing which jobs the weekend employees have demonstrated the skills and ability to perform and which the employees prefer to perform in the event of lack of work. The list of jobs indicated will be updated quarterly thereafter.
6. In the event a weekend employee has not been cancelled and there is not sufficient work in his/her assigned job on reporting to work, the Company will assign the weekend employee to any available job on the same shift for which the weekend employee has expressed a preference under item 5 subject to the weekend employee's seniority in the weekend work force. If no such job is available, reporting pay will be owed.
7. In the event of a vacancy on the weekend work schedule subsequent to the initial assignments under item 1 above, such vacancy will be posted under the collective agreement. The successful applicant will then come under items 2 through 6 of this clarification. The successful applicant will indicate in writing his/her job preferences as per item 5 at

the time of his/her selection which preferences will be updated quarterly also.

6. Jury Duty

- Eligible for Jury Duty as per collective agreement.

7. Bereavement

- Will be entitled to bereavement pay in accordance with Article 15.02.

8. Plant Holidays

- Will be entitled to Statutory holidays as identified by Employment Standards.
- Must work his/her last scheduled shift before the Statutory holiday and the first scheduled shift after the Statutory holiday in order to be eligible.
- If a Weekend worker works on a day celebrated as a Statutory holiday, he will receive double time for all hours worked, in addition to his regular straight time rate for all hours worked.

9. Vacations

- One (1) week of vacation is defined as 2 X 8 hour weekend shifts.

10. Job Postings

- Preference for the weekend work force positions will be given initially to active employees, then to retirees, then to the public.

11. Shift Premium

- Weekend employees working the afternoon or night shift would be eligible for shift premium.

12. Call-In Pay

- Weekend employees will receive a minimum of 4 hours pay in the event that they are called in to perform emergency work.

13. Fringe Benefits

- Regular Monday to Friday employees who post into the Weekend work force shall retain the same benefit coverage they received as full time employees. Newly hired Weekend employees will be eligible for the company's fringe benefits package in accordance with the Collective Agreement (ie. Group Life Insurance, Semi-Private Hospital, Weekly Sickness and Accident Income Indemnity Insurance and Extended Health Care Insurance) on a 50:50 premium Co-contribution basis. Newly hired Weekend employees become eligible for benefit coverage following the completion of their

probationary period. Benefit coverage for all Weekend work force employees will cease upon termination or after 4 weeks of inactive status.

14. **Pension**

- Entitled *to* pension in accordance with the existing formula in the current Pension Plan Text. With respect to Weekend employees, credited service *to* be based on hours paid.

15. **Designated Trust Fund**

- The assessment *to* be based on hours paid rather than hours worked.

July 22, 1999

Mr. Razvi Hussain
Plant Chairperson
C.A.W., Local 252
Rubbermaid Canada Inc.

Dear Razvi:

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.

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.

Effective the date of ratification 1999, the Employer has agreed to provide Maintenance employees, with more than six months service, a seventy-five dollar (\$75.00) tool allowance in each contract year, for the purchase of tools, specified by the Employer as being required.

The seventy-five dollar (\$75.00) annual tool allowance may be paid in the form of a lump

sum advance of two hundred and twenty-five dollars (\$225.00), once during the term of the Collective Agreement. The Company may withhold from any amounts owing the employee, on termination, that amount representing unearned tool allowance.

Yours truly,

Patricia Smith-Vanelli
Director, Human Resources

July 18, 2007

Mr. Chris Stoutt
Plant Chairperson
C.A.W. Local 252
Rubbermaid Canada Inc.

Dear Chris:

This will confirm our agreement reached in 2007 negotiations that for 2008 only, the Company will provide one additional paid holiday during the Christmas shutdown period. This non-recurring holiday will be held on January 2, 2009.

Yours truly,

Patricia Smith-Vanelli
Vice-president, Human Resources

August 19, 1993

Mr. Ralph Height
Plant Chairperson
C.A.W., Local 252
Rubbermaid Canada Inc. (1989)

Dear Ralph:

If technological change or new equipment are introduced, the Employer will endeavor to re-train employees directly affected by the change where circumstances permit.

Yours truly,

Ron F. Barauskas
Vice-president
Human Resources

August 19, 1993

Mr. Ralph Height
Plant Chairperson
C.A.W., Local 252
Rubbermaid Canada Inc. (1989)

Dear Ralph:

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,

Ron F. Barauskas
Vice-president
Human Resources

August 19, 1993

Mr. Ralph Height
Plant Chairperson
C.A.W., Local 252
Rubbermaid Canada Inc. (1989)

Dear Ralph:

In the event of the closure of the 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,

Ron F. Barauskas
Vice President
Human Resources

August 19, 1993

Mr. Ralph Height
Plant Chairperson
C.A.W., Local 252
Rubbermaid Canada Inc. (1989)

Dear Ralph:

Further to discussion during our recent contract negotiations, it was agreed, that before an indefinite layoff, the President and 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,

Ron F. Barauskas
Vice President
Human Resources

August 19, 1993

Mr. Ralph Height
Plant Chairperson
C.A.W., Local 252
Rubbermaid Canada Inc. (1989)

Dear Ralph:

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,

Ron F. Barauskas
Vice President
Human Resources

August 19, 1993

Mr. Ralph Height
Plant Chairperson
C.A.W., Local 252
Rubbermaid Canada Inc. (1989)

Dear Ralph:

This will confirm that the Company will endeavor 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,

Ron F. Barauskas
Vice President
Human Resources

August 19, 1993

Mr. Ralph Height
Plant Chairperson
C.A.W., Local 252
Rubbermaid Canada Inc. (1989)

Dear Ralph:

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 coverage's (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,

Ron F. Barauskas
Vice-president
Human Resources

August 19, 1993

Mr. Ralph Height
Plant Chairperson
C.A.W. Local 252
Rubbermaid Canada Inc.

Dear Ralph:

This will confirm that the Company will adhere to The Occupational Health and Safety Act with respect to "Core Certification Training" and Joint Health and Safety Committees.

More specifically, there will be selected one person by the Union and one by the Employer from each Joint Health and Safety Committee to attend the applicable Core Certification Training program, without loss of regular earnings.

Yours truly,

Stephanie Driedger
Manager, Labour Relations

August 19, 1993

Mr. Ralph Height
Plant Chairperson
C.A.W. Local 252
Rubbermaid Canada Inc.

Dear Ralph:

Re: Article 21.03 — Overtime Payment

In the future, the Company intends to strictly construe the Collective Agreement with respect to article 21.03. More particularly, time and one-half will only be paid for hours worked in excess of the employee's regular shift of 7 1/2, 8, or 12 hours as the case might be. For greater clarity, the employee will only be paid overtime provided he or she has worked his/her full shift.

This practice will take effect date of ratification.

Yours truly,

Stephanie Driedger
Manager, Labour Relations

July 22, 1999

Mr. Razvi Hussain
Plant Chairperson
C.A.W. Local 252
Rubbermaid Canada Inc.

Dear Razvi:

The Company and the Union jointly recognize substance use and abuse to be a serious problem for the workplace. Early intervention and treatment will be encouraged.

Any employee who undergoes a prescribed rehabilitative process will be eligible for sickness and accident benefits in accordance with the Sickness & Accident Plan under the Collective Agreement.

The Company agrees to contribute the amount of \$15,000.00 per year to the Local Union's fund to support the Local Union's Family Assistance Representative whose services shall be available to employees of the bargaining unit.

Yours truly,

Patricia Smith-Vanelli
Director, Human Resources

July 22, 1999

Mr. Razvi Hussain
Plant Chairperson
C.A.W. Local 252
Rubbermaid Canada Inc.

Dear Razvi:

Subject to the operational needs of the Distribution department, such as maintenance of operating skills, the Company **will** endeavor to assign fork-truck equipment on the basis of seniority amongst the Warehouseperson classification.

Yours truly,

Patricia Smith-Vanelli
Director, Human Resources

June 28, 2002

Mr. Razvi Hussain
Plant Chairperson
C.A.W. Local 252
Rubbermaid Canada Inc.

Dear Razvi:

The Company and the CAW are committed *to* providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known *to* be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as: gender; disability; race; colour; sexual orientation or other prohibited grounds. All employees are expected *to* treat others with courtesy and consideration and *to* discourage harassment.

Harassment may take many forms: verbal; physical; or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant *to* cover all potential incidents:

- racial or ethnic slurs;
- Unwelcome remarks, jokes, innuendoes, gestures or taunting about a person’s body,

handicap, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry.

- Posting of circulation or offensive pictures or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender;
- Unwanted physical conduct such as toughing, patting, pinching;
- Retaliation for the lodging of a harassment or discrimination complaint.

Harassment is not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or work performance or any conduct that does not undermine the dignity of the employee on an objective basis. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Steps to be taken if you are being harassed:

- If possible, tell the person whom you think is harassing you that you do not like the behaviour and that you want it to stop;

- Attempt to make some notes about what happened, when it happened, who was involved and who saw or heard what happened.

If the harassment continues again tell the "harasser" to stop. If the harassed employee does not feel able to approach the alleged harasser directly, or if, after being told to stop, the harassment continues, the harassed employee may make either an informal or formal complaint. Report the problem (in writing, if a formal complaint) to the supervisor of the person who you feel is harassing you, and/or to your own supervisor, or to the Human Resources Department, or CAW representative who will then tell Human Resources about it. Explain what happened and what you did about it. If the person harassing you is the senior manager in your area, direct your complaint to the Director, Human Resources. Every employee has a right to have his/her complaint investigated under the Human Rights Code.

Yours truly,

Patricia Smith-Vanelli
Director, Human Resources

June 28, 2002

Mr. Razvi Hussain
Plant Chairperson
C.A.W. Local 252
Rubbermaid Canada Inc.

Dear Razvi:

The current leave of absence for the Local President will be renewable every three (3) years (not annually as contemplated in Article 22.05).

Yours truly,

Patricia Smith-Vanelli
Director, Human Resources

June 28, 2002

Mr. Razvi Hussain
Plant Chairperson
C.A.W. Local 252
Rubbermaid Canada Inc.

Dear Razvi:

Upon implementation of the Material Handler classification, the rate of pay for this position will be the same rate as High Reach Operator. The Material Handler classification will be a combination of the current classifications High Reach Operator, Warehouseperson & Shipper/Receiver. In the event that persons in the classifications being combined into the Material Handler classification are not capable of performing the required functions of the job for medical reasons the company will accommodate such persons. During the term of the collective agreement the familiarization period for any employee bumping into the Material Handler classification under Article 11.12 of the collective agreement will be five working days.

Yours truly,

Patricia Smith-Vanelli
Director, Human Resources

June 27, 2002

Mr. Razvi Hussain
Plant Chairperson
C.A.W. Local 252
Rubbermaid Canada Inc.

Dear Razvi:

The Company and Union discussed the rising incidents of violence or abuse, notably violence against women and how this may effect the employee's attendance or performance at work.

The Company agrees that where there is adequate verification from recognized professionals (e.g. doctor, lawyer, professional counselor) provided to the Company with the approval of the employee, an employee who is subject to abuse or violence will not be disciplined without first being given full consideration of the circumstances surrounding the incident. The Company and the Union will treat such information in a confidential manner unless required by law to be produced. The intent of this statement is subject to a standard of good faith on the part of the Company, the Union and affected employees and will not be utilized by the Union or employees to subvert the ap-

plication of otherwise appropriate disciplinary measures.

If requested, the employee must provide to the Union, the company or its medical representatives, the authorization to discuss the medical verification with the recognized professional so that full consideration of the facts may be made. **All** such discussions will be kept confidential by the parties.

Yours truly,

Patricia Smith-Vanelli
Director, Human Resources

June 28, 2002

Mr. Razvi Hussain
Plant Chairperson
C.A.W. Local 252
Rubbermaid Canada Inc.

Dear Razvi:

The Company has established a Modified Work Program in accordance with the Ontario Workplace Safety & Insurance Board legislation and the Human Rights Code.

The company and the union agree to establish a Modified Work Committee comprised of two (2) bargaining unit employees and two (2) management representatives.

It is the goal of this committee to maintain the modified work program for betterment of all parties. The committee will meet monthly as required, and less often should there be no need to meet.

The Modified Work Committee shall be used to assist employees back into the workforce after an absence from work due to injury or illness. The Committee shall ensure that the procedures regarding modified duties are adhered to

and applied in a consistent manner in an effort to find meaningful and productive work for both the company and the employee.

Each case will be reviewed on its individual merits for rehabilitation to former duties, wherever possible, comparable work or suitable work.

Prior to the employee's return to work, one (1) bargaining unit member of the committee and one (1) management member of the committee will meet with the employee and their respective supervisor to review the work opportunities that pertain to their restrictions. Collectively, they will determine what duties the employee will perform and when the return to work will commence.

Yours truly,

Patricia Smith-Vanelli
Director, Human Resources

June 30, 2006

Mr. Chris Stoutt
Plant Chairperson
C.A.W. Local 252
Rubbermaid Canada Inc.

Dear Chris:

This letter will confirm the agreement of the parties set out in the Memorandum of Settlement dated June 30, 2006 that the severance pay provisions of the Employment Standards Act of Ontario will be observed by the Company, except that the parties have further agreed that the potential maximum pay-out of severance pay in the circumstances contemplated by this Act will be 32 weeks of regular wages rather than 26 weeks of regular wages as set out in section 65(5) of the current Act.

Yours truly,

Patricia Smith-Vanelli
Vice President, Human Resources

APPENDIX “A”

Apprenticeship Training Programs

Basic Provisions

1. Must be a current RCI employee (active status) in order to qualify for the program.
2. To qualify, must pass applicable Technical Assessment Battery (8 or 10 Tests).
3. It will be at the Company's discretion to accept a new apprentice under this program. Consideration will be given to:
 - Current business and staffing needs;
 - Background and qualifications of interested employee(s)
4. Once entered into the program, subsequent failure of an employee to successfully complete a required test or number of working hours may result in his/her immediate disqualification and removal from the program.

**SKILLED TRADES
APPRENTICESHIP PROGRAM
FOR MECHANICS AND ELECTRICIANS**

- Four (4) year program
- Upon completion, will become licensed Mechanic or Electrician as recognized by Ministry of Skills Development
- In order to successfully complete this program, employee must:
 - (1) Successfully complete all courses as required by Ministry of Skills Development; and
 - (2) Fulfil the minimum number of “Apprentice Working Hours” as required by Ministry of **Skills** Development
- Employee will achieve “top rate” upon receipt of license from Ministry of Skills Development **AND** successful completion of RCI Skill Blocks.

PAY PROGRESSION:

1. FOR CURRENT RCI CERTIFIED SET-UP

<u>Start of Program</u>	<u>Completion of Year 1</u>	<u>Completion of Year 2</u>	<u>Completion of Year 3</u>	<u>Completion of Year 4</u>
		+ SB I	+ SB II	+ SB III
Start Rate less 50¢	Start Rate	+ 50¢	+ 50¢	+ 50¢ (Top Rate)

Note: Rate progression past Year 1 **ONLY** upon completion of each Skill Block level

2. FOR ALL OTHER EMPLOYEES

<u>Start of Program</u>	<u>Completion of Year 1</u>	<u>Completion of Year 2</u>	<u>Completion of Year 3</u>	<u>Completion of Year 4</u>
		+ SB I	+ SB II	+ SB III
Start Rate less \$2.50	+\$1.00	+\$1.00	+\$1.00	+\$1.00 (Top Rate)

Note: Rate progression past Year 1 is in 50¢ increments without completion of each Skill Block level.

SET-UP APPRENTICESHIP PROGRAM

- Three (3) year program
- Upon completion of program, employee will become a "Set-Up" (RCI Certified)
- In order to successfully complete the program, an employee must:
 - (1) Successfully complete a minimum number of "Apprenticeship Working Hours" (2000 hours per each of the 3 years); **AND**
 - (2) Successfully complete RCI Skill Blocks (1 Skill Block Test per year of program)

PAY PROGRESSION:

Start of Program	Completion Yr 1 and Skill Block I	Completion Yr 2 and Skill Block II	Completion Yr 3 and Skill Block III
Top Rate less \$3.00	+\$1.00	+\$1.00	+\$1.00 (Top Rate)

100

103