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|---------------------|-------------------|-----|----|-----|
| Collective Lab | EFF. | 88 | 12 | 162 |
| Life Insurance | TERM. | 91 | 12 | 15 |
| Benefit | No. OF EMPLOYEES | 148 | | |
| Supple Unemployment | NOMBRE D'EMPLOYÉS | 819 | | |

Pension and Severance Award Plan

between

BECKERS LAY-TECH INC.

Kitchener



and

**The United Rubber, Cork, Linoleum
and Plastic Workers of America
Local Union No. 296, of
Kitchener, Ontario**



December 16, 1988 - December 15, 1991

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- Page 8, Article 2:00, line 8, insert "does" between "wages" and "have been".
- Page 13, Article 3:07, Step 5, line 15, a period replaces the comma after "party".
- Page 14, Article 3:08, 3rd paragraph (On a question...), line 4, "study" replaces "sturdy".
- Page 15, Article 3:08, [paragraph at top of page] line 5, delete duplication - "with the provisions of this Agreement shall be final and binding".
- Page 24, Article 6:13, 1st paragraph, line 6, "(11:00 pm to 7:00 am)." replaces "(11:00 pm to 7:00 pm)." (11:00 pm to 7:00 am) to be in bold print.
- Page 32, Article 8:07(1), line 5, add a period after "8.20".
- Page 34, Article 8:14, line 3, "Line" replaces "line". Line not to be in bold print.
- Page 41, Article 8.21(e), line 9, insert "she shall be entitled to return to work as provided for in" after "qualifications comes".
- Page 43, Article 9:01(e), line 3, insert "to" after "accounting".

LISTINGS: LETTERS OF UNDERSTANDING

- Page 56, Letter #1, 2nd paragraph, line 3, delete duplication - "on".
- Page 68, Letter #9, title/address block, line 4, add "East" after "Street".
- Page 69, Letter #10, title/address block, line 4, insert missing street address - "141 King Street East," between "U.R.C.L. and P.N. of A." and "Kitchener, Ontario."

LISTINGS: LIFE INSURANCE AND WELFARE BENEFIT PLAN.

- Page 71, Article 1:02(2), line 4, typo "collega" replaces "college".

LISTINGS: SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

- Page 109, Art. III, Section 1, 1st paragraph, line 1, "Funding" replaces "Finding".
- 2nd paragraph, line 2, "by ths" replaces "byths".
 - Page 114, Art. V, Section 2(b)(2), line 3, "reportad" replaces "report".
 - Page 119, Art. VI, Section 1(a)(2)a, [paragraph under chart, last line - 15 years or more ... 1301, "(2)(a)" replaces "(2) a "
 - Page 120, Art. VI, Section 1(b) (For work weeks.), line 7, delete duplication - "Benefit".
 - Page 121, Art. VI, Section 2(c), line 1, "misrepresent" replaces "misrepresent".
 - Page 150, Art. XII, Section 4, line 2, "application for" replaces "applicationfor".
- LISTINGS: PENSION AND SEVERANCE AWARD PLAN
- Page 153, Article I (d), line 5 (from top of page), delete duplication - "in applying".
 - Page 171, Article X (a), line 8, "Plan" replaces "Agreement", Plan in bold print.
 - Page 174, Article XI, Section (b), line 1 (from top of page), typo - "Plan" replaces "Plan".
 - Page 176, Article XIII, Section (d), line 17, "Agreement" replaces "Plan" and "Agreement" not to be in bold print.
line 18, "Plan" replaces "Agreement", Plan to be in bold print.

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AGREEMENT

between

**BECKERS LAY-TECH INC.,
KITCHENER**

and

**LOCAL UNION NO. 296
UNITED RUBBER, CORK, LINOLEUM**

and

**PLASTIC WORKERS OF AMERICA,
KITCHENER, ONTARIO.**

This agreement is made and entered into this **15th** day of December, **1988**, by and between **BECKERS LAY-TECH INC., Kitchener**, (previously identified by the predecessor company as General Product Division, Textile and Allied Products of **Kitchener**, Ontario), referred to as the Company and the United Rubber, Cork, Linoleum and Plastic Workers of America, Local Union No. **296, Kitchener**, Ontario, hereinafter **referred** to as the Union,

PURPOSE

It is the mutual desire of the Parties to this Agreement to promote cooperation and harmony and to **formulate** rules and **re-establish** orderly procedures to govern the relationship between the Union and the Company.

The Union **realizes** the necessity of encouraging full productivity consistent with fair labour practices and in conformity with this Agreement, and agrees that it will cooperate with Management in discouraging any practice which imposes any unreasonable restriction on production. The Union **recognizes** the necessity of the efforts of Management to improve production, establish efficient

methods. eliminate waste in **production**, conserve materials and supplies and improve the **quality** of workmanship and that it is desirable to strengthen goodwill between the Company, the employees, **the customers**, the Union and the public.

Therefore, both parties agree as follows:

ARTICLE 1
RECOGNITION AND SCOPE OF
COLLECTIVE BARGAINING

1.01 The Company **recognizes** the Union as the sole **collective** bargaining agency for all **hourly** paid employees except shift managers, supervisors, **full time** department clerks, office staff and laboratory technicians.

1.02 The Company **agrees** to meet and negotiate with the accredited representatives of the Union on matters pertaining to hours of work, rates of pay and working conditions of employees covered by this Agreement.

1.03 There shall be no discrimination, interference, restraint, coercion or intimidation either by the Company or by employees, or by the Union or its members, with or in respect to Union activities or membership.

1.05 Both parties **recognize** the value of goodwill between the employees and the Company and to this end agree that neither party will make any destructive criticism of the Union or Company officials. Criticism that may be offered will be made in confidence and for the purpose of making constructive changes in existing conditions.

ARTICLE 2
DEDUCTION OF UNION DUES

2.01 Any employee covered by this Agreement who is

a member of the Union in good standing on the effective date of this Agreement shall, as a condition of employment, maintain membership to the extent of paying membership dues.

2.02 Any person hired as a new employee or any employee transferred into the bargaining unit on or after the effective date of this Agreement shall sign an application for membership in Local Union No. **296 U.R.C.L. & P.W.** of A. and an **authorization** for deduction of dues and shall as a condition of employment, maintain membership in the Union to the extent of paying membership dues.

2.03 Any employee who is in the bargaining unit and who is not a member of the Union shall become a member of the Union not later than fifteen **(15)** days from the effective date of this Agreement and shall, as a condition of employment, maintain his membership in the Union to the extent of paying membership dues. An employee who is on lay-off, on leave of absence, or absent due to injury or illness shall comply with the requirement of this Section not later than fifteen **(15)** days following his return to work

2.04 Section **2.01, 2.02** and **2.03** shall not apply to an employee who is denied membership in the Union or whose membership therein has been terminated for **reasons** other than **his failure** to tender the amount of monthly membership dues, as determined by the **Local** Union No. **296** in accordance with the constitution of the **U.R.C.L. & P.W.** of A. and which are uniformly required of all members as a condition of acquiring or retaining membership therein.

2.05

(a) In the event any employee fails to become a member

of the Union as provided in Section 2.02 or 2.03 above, the Union shall give written notice to the Company and to the employee of such failure. Such employee shall not be retained on a job in the bargaining unit unless he has, within fifteen (15) days after receipt of such notice, presented evidence that he has become a member of the Union, or that he was denied membership for reasons other than his failure to tender the monthly membership dues in such amount as may be fixed by the local union in accordance with the procedure prescribed by the U.R.C.L. and P.W. of A. Constitution.

- (b) Any employee who has become a member of the Union and who thereafter fails to maintain his membership in the Union to the extent of paying membership dues shall not be retained on a job in the bargaining unit, provided that the Union shall have given written notice to the Company and to such **employee** of such failure and such employee shall have **failed** to comply with the provisions of this Article within thirty (30) days after the receipt of such notice.

2.06 All present employees, new employees and employees transferred into the bargaining unit on or after the effective date of this Agreement shall have their membership dues deducted **from** their wages by signing the **authorization** for deduction form as provided in Section 2.10. The **authorization** form for deduction of dues which has been signed by present employees in the bargaining unit under the provisions of all previous Collective Agreements between the parties shall be **authorization** for the Company to deduct membership dues in accordance with the provisions of the Agreement.

2.07 The **authorization** forms for deduction of dues

which have been, or which may be, executed shall be irrevocable for the duration of this Collective Agreement and any extension or renewal thereof is followed by the execution of a new Agreement, these **authorizations** shall be deemed to be automatically renewed for the duration of such new Agreement. Any **authorization** shall cease to **be** effective upon termination of employment or upon transfer to an occupation outside the bargaining unit.

2.08 On the individual employee's first pay day of each month, or in the case of a new employee the first pay day in the month following employment, the Paymaster shall make deductions from the wages of employees in accordance with **authorizations** then in his hands, and shall forward such deductions to the Union within one week thereafter, together with a list of employees from whose wages have been deducted.

2.09 It is the responsibility of the Union to notify the Company from time to time of changes in the amount of Union dues, not later than the **25th** of any calendar month. Changes so notified shall be effective on the first pay day of the following month.

2.10 The **authorization** referred to in Section **2.06** above shall be completed in triplicate on forms supplied by the Company. The original shall be retained by the Company and one copy retained by the employee and the other by the Union. The following form of **authorization** shall be used:

BECKERS LAY-TECH INC., Kitchener
Authorisation for Deduction of Union Dues

Name

I, the undersigned employee, hereby **authorize** **BECKERS LAY-TECH INC., Kitchener**, to deduct from wages owing me, and the Trustee of the **S.U.B.** Fund to deduct from any Supplemental Unemployment Benefits payable to me from the **S.U.B.** Fund, commencing with my **first** pay in the month of and subsequently from my first pay in each month the amount of first month's Dues, rejoining Dues or monthly Dues, as applicable, and as determined by Local Union No. **296**, United Rubber, Cork, Linoleum and Plastic Workers of America in accordance with the **U.R.C.L. & P.W.** of A. Constitution - the same to **be** remitted by the Company to the Union.

This **authorization** shall continue in effect for the duration of the present Collective Agreement and any extension or renewal thereof; and if termination of the present Collective Agreement or extension or renewal thereof is followed by the execution of a new Collective Agreement this **authorization** shall continue in effect for the duration of the new Collective Agreement and any extension or renewal thereof; and shall be irrevocable during such **period** or periods.

Date:

Signed:

Witness:

Address,

Clock No:

2.11 The Union shall indemnify and save the Company and the Trustee of the Supplemental Unemployment Benefit Fund harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of the Company making any deductions in accordance with these foregoing authorizations and assignments, and the Union will make refunds directly to all employees from whom a wrongful deduction was made.

ARTICLE 3

NEGOTIATIONS AND GRIEVANCE PROCEDURE

3.01 Both parties agree to meet promptly to discuss and negotiate any complaint which may originate by either party and every effort shall be exerted mutually to settle the matter at issue as quickly as possible.

3.02 The Union agrees to bring to the attention of Management, through the channel of the procedure laid down in this Article, any cause for dissatisfaction or any unsafe working condition or practices, immediately it is known to the Union.

3.03 A Plant Negotiating Committee not to exceed five (5) Union Members who are regular employees of the Company with at least one year's seniority shall be elected by the Union.

3.04 Each of the following departments shall have one Steward Per shift to represent those employees:

- (a) Fibre Preparation and Moulding
- (b) Fibre **Finishing and Shipping and Receiving**
- (c) **Maintenance employees shall be represented by one Steward for all shifts.**

3.05 The Union shall keep Management informed by written notice to the Human Resources Manager, of the Personnel comprising the Executive Board of the Union, the Negotiating Committee, and the Departmental Stewards.

3.06 The Company will pay members of the Plant Negotiating Committee and a representative steward, but not exceeding five (5) employees in total, at their average hourly earned rate (straight time) for meetings held for the purpose of discussing matters other than wage and/or contract negotiations. Any additional meetings shall be paid for by the party calling the meeting.

The Company will pay the members of the Plant Negotiating Committee for time spent in meetings with the Company at Step 3 and Step 4 of the grievance procedure.

The Company will pay the members of the Plant Negotiating Committee for time spent at one meeting per month, not to exceed two and one half (2 1/2) hours, to discuss production requirements.

The Company shall pay four (4) members of the Negotiating Committee eight (8.0) regular hours rate of pay for each meeting during negotiations for the renewal of the Agreements between the Company and the Union at which an officer of the Ministry of Labour is not in attendance. Such time will be paid for at straight time earnings to a maximum of eight (8.0) hours per day, per Committee member.

3.07 GRIEVANCE PROCEDURE

The procedure as laid down in this section shall be followed in negotiations for settlement of complaints or grievances on the part of employees.

Step 1 -- Any employee who has a complaint as an individual shall, with, without, or through his Steward, who may call in the Chief Steward, discuss the matter **with** the Shift Manager in order to reach a settlement; any negotiations started with the Steward may **be** continued with him.

Step 2 -- Failing settlement through the **Shift** Manager, the complaint shall be referred in writing by the Chief Steward to the **Production** Manager. A **written** decision at this step must be reached within three normal working days of receipt of the written statement of the grievance. **Maintenance grievances, however, will be submitted to the Plant Manager at Step 2.**

Step 3 -- Failing settlement through **the Production Manager, or the Plant Manager where applicable,** the Plant Negotiating committee shall submit the written statement of the grievance to the Human Resources Manager and a meeting shall be held with the Plant Negotiating Committee at a time mutually agreed upon within two **normal** working days from receipt of the written statement of the grievance. **A written decision at this step must be reached within three normal working days of the aforementioned meeting.**

Step 4 -- Failing settlement, under the above procedure, the Plant Negotiating Committee shall meet with a Management **Committee** and/or **the Director -- Human Resources** within two **normal** working days, if possible. A written decision **will** be rendered **within five normal** working days after the conclusion of the meeting(s) of this step **4**. It is understood that an International Representative of the **U.R.C.L.** and **P.W.** of **A.** may participate in this step. It is further agreed that, where there is a standard in dispute, the Union may, at this fourth **step** of the grievance **procedure,** with the approval of the

Company, use the services of a U.R.W. Time Study Engineer who may observe and/or study the job dispute,

It is agreed and understood that the time limits set out in the Grievance Procedure Steps 1 through 4 may be extended by mutual agreement in writing and signed by the parties hereto.

Step 5 -- Failing a settlement under the above procedure any grievance respecting violation or interpretation of the Agreement. **may** be referred to a Board of Arbitration as hereinafter provided at the request of either party. This request shall be made not later than thirty-five (35) days after completion of step 4 of the Grievance Procedure and shall be in writing addressed to the other party and shall name their member to the Board of Arbitration. Upon receipt of such notification the second party will appoint their member to the Board of Arbitration and such appointment shall be made within fifteen (15) days. Such Board shall be composed of one person appointed by the Company, one person appointed by the Union, both of whom shall choose and agree to a third person to act as Chairman, but in the event that the parties chosen fail to choose a third person within seven (7) normal working days, the Minister of Labour for the Province of Ontario shall be asked to appoint a person as Chairman.

3.08 In cases of Arbitration concerning the discharge or suspension of an employee, a single Arbitrator will be substituted for the Board of Arbitration, as provided for in this Article III, if requested by either the Union or the Company.

In cases of Arbitration concerning other than the discharge or suspension of an employee, a single Arbitrator may be substituted for the Board of Arbitration, as provided for in this Article III upon mutual agreement in writing between the Union and the Company.

In cases of substitution of a single Arbitrator for a Board of Arbitration, as provided above, all other applicable provisions of this Article **III** will continue to apply so far as they are relevant

On a question pertaining to "Time Standards" a representative of a reputable Industrial Engineering Firm shall **be** retained as Chairman and whoever is so selected shall **lx** required to make or have made a thorough time study of the standard disputed and to report to the Board the information obtained **from** his study. No additional person shall be employed by the Chairman to make studies without the consent of the Board Members representing **both** parties. Both members of the Board may make, or have made, such time studies as they may require for submission to the Board.

The Company and the Union shall within three **(3)** normal working days from the date of appointment of the Arbitrators sign a joint stipulation or failing this, separate stipulations of the dispute on the question which is to be arbitrated. Such stipulation or stipulations, shall contain a statement of the issue in dispute and in addition, may include a **brief** statement of the position of either party on the question at issue.

Unless otherwise mutually agreed **in** writing by the parties hereto, the Arbitration **hearing** shall begin within five **(5)** normal working days from **the** date of filing the stipulation with the Board. The jurisdiction of the Arbitration Board shall be limited to a decision on the dispute or question set forth in the stipulations. The Arbitration Board shall not have any jurisdiction to change or disregard any of the provisions of this Agreement nor to substitute any new provisions in place thereof, nor to give any decision inconsistent **with** the terms and provisions of this Agreement. It is agreed that

the Arbitration Board shall not have the authority to decide a dispute involving a question of a general wage level demand. All decisions of the Board of Arbitration arrived at in accordance with the provisions of this Agreement shall be final and binding on all parties. Each of the parties hereto shall bear the expense of the Arbitrator appointed by it and the parties shall jointly and equally bear the expense of the Chairman.

3.09

- (a) An employee who claims that he has been laid off inconsistent with his seniority rights or not recalled in accordance with his seniority rights, may protest in writing to the Human Resources Manager within five (5) normal working days of such alleged violation of seniority rights. If the employee's claim is upheld, he will be placed on the job to which his seniority entitles him and receive a pay adjustment as set out in 3.09(c).
- (b) If such written protest is made more than five (5) normal working days after such alleged violation of seniority rights and his claim is upheld, he will be placed on the job to which his seniority entitles him, but any pay adjustment will only be made for the date on which such protest was made, as set out in 3.09(c).
- (c) Any pay adjustment will be the difference between any earnings or remuneration the employee has received during the period for which adjustment is made and the earnings he would have received had he been properly placed.

3.10 It is agreed that individual members of the Plant Negotiating Committee will not be asked to participate alone in any meeting arranged for the purpose of arriving

at a decision on any subject, This **does** not apply to the first step of the grievance procedure, nor to any discussion of a general or informative nature.

3.11 There shall be no lockout, strike, sit-down, slow-down, nor stoppage of work either partial or complete over any matters covered by the Agreement during its term.

In the event of any strike, slow-down, sit-down, or concerted stoppage of work, either partial or complete, the Union shall, at the request of the Company, forthwith inform the Company as to whether or not the same was **authorized** by the Union.

3.12 Any employee desiring to leave his work because of matters concerning this Agreement shall apply to his foreman for permission to do so, which permission shall not be unreasonably withheld.

3.13 Nothing contained in this Article shall prohibit an employee from presenting a personal complaint or request direct to Management.

3.14 If the Union considers that an employee other than a probationary employee has been unjustly discharged or suspended, the question shall be subject to review under the procedure as set forth in Section **3:07** steps 3 and 4 and **5**. Protest of such a discharge or suspension to be effective must be made in writing within five (**5**) normal working days to the Human Resources Manager by the Union or the employees concerned. If arbitration on the matter becomes necessary the Board shall, if the discharge or suspension is not sustained, determine the terms of reinstatement with respect to penalties and/or rights and pay for lost time.

3.15 In the event that an employee is subject to disciplinary action, any previous record that is two (**2**) years

or more from the date of the current discipline will not be considered.

Copies of all correspondence to Employees regarding disciplinary action will be given to the Union.

3.16 When a member of the Negotiating Committee or a steward is required to enter the plant during his hours off duty for purpose of Union business he shall apply to the Human Resources Manager for permission to do so, and if written permission is granted, he shall so advise the foreman of the department which he enters before proceeding with his Union business. This written permission shall not be unreasonably withheld.

A permanent pass shall be issued to the President and to the Vice-President of the Union for their sole use during their term of office in the carrying out of their duties as Union Officials. It is understood that before leaving their work, the President or the Vice-President of the Union shall first obtain permission from his Shift Manager and will contact a Management Representative before conducting Union business in any department.

ARTICLE 4

HOURS OF WORK, OVERTIME

4.01

- (a) The normal working hours for all employees in the bargaining unit shall consist of eight (8) hours per day and forty (40) hours per week Monday to Friday inclusive. These hours do not constitute a guaranteed minimum or maximum of hours in a day or week
- (b) The normal starting shift of each week shall be at 11:00 p.m. Sunday nights. The last normal working shift will finish at 11:00 p.m. Friday nights.

4.02 All hours worked in excess of normal hours shall be considered as overtime. Overtime at the rate of one and one-half times regular rates of pay will be paid as follows:

- (a) For all hours worked in excess of eight (8) hours in any twenty-four (24) hour period.
- (b) For all hours worked from 11:00 p.m. Friday to 11:00 p.m. Saturday.
- (c) An employee reporting for work on his regular shift if sent home before the close of his regular shift, and required to report back for work within the twenty-four (24) hour period, shall be Paid time and one-half for all hours worked on call back, prior to the start of his next regular shift and at this rate only.
- (d) An employee called in at the Company's request for work not continuous with his scheduled shift, will be paid for a minimum of four (4) hours at one and one half times his regular rate of pay or at one and one-half times his regular rate of pay for the hours worked, whichever is greater. If the call-in is during the hours when overtime is payable at the double time rate under Section 4.03, then payment for the four (4) hours minimum or for hours worked as stipulated above, will be at the double time rate.

The minimums will not apply when such unscheduled work forms a continuous period with the employee's regularly scheduled working hours and commences within one and one-half (1 1/2) hours of his regularly scheduled working hours.

- (e) No overtime will be paid for time spent by members of the Plant Negotiating Committee in meetings paid for by the Company. However, the time lost by a member of the Plant Negotiating Committee from his

regular scheduled hours to attend such meetings shall be considered as part of his normal shift hours in determining overtime on his regular shift

- (f) Overtime will not be paid twice for the same hours worked.

4.03 Payment for all hours worked from 11:00 p.m. Saturday to 11:00 p.m. Sunday shall be at the rate of double the regular rate of pay and at this rate only.

4.04 It is understood by the Union and employees that the right to schedule hours of work is a management function and that it is an obligation of each employee to work the hours scheduled within the provisions of The Employment Standards Act

ARTICLE 5

DESIGNATED HOLIDAYS

5.01 The following eleven (11) holidays, namely: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, December 24, and Christmas Day, and one (1) floating holiday, the date of which is to be mutually agreed upon by April 1st of the year in which the holiday occurs, if not worked, pay will be given for one standard daily shift, at the average hourly earned rate for the week preceding that in which the holiday occurs, providing that the employee works the last scheduled shift preceding and the first scheduled shift succeeding the holiday: except that these requirements shall be subject to the following exceptions regarding work on these shifts.

- (a) In the case of an absence of not more than three (3) days duration caused by bereavement in the i&i-

ate family, which shall mean death of father, **father-in-law**, mother, mother-in-law, husband, **wife**, sister, sister-in-law, brother, brother-in-law, son, **son-in-law**, daughter, daughter-in-law, grandparent, grandchild, spouses sister-in-law, spouse's brother-in-law, spouse's grandparent, or a dependent who lives in the employee's household and is registered as a dependent on his **TD-1** Income Tax Form on file at the time of death.

- (b) In case of sickness an employee may receive permission to leave work on either of the said shifts, if such sickness is extreme in the opinion of the Plant **Management**. However, the **employee** is **required** to work **the** full scheduled' shift **either immediately** preceding or immediately succeeding the **holiday**. The Company shall retain **the** right to ? verification of such claims.
- (c) When an employee is injured on the job on the shift immediately preceding the holiday, and is unable to continue working, he may qualify for payment for the holiday if he returns to work immediately he is able to do so in the opinion of the doctor handling the case. This does not apply should he qualify for Compensation for lost time as a result of the injury. An employee injured on the shift immediately following the holiday, and who is unable to continue working, must have completed the last scheduled shift preceding the holiday to qualify for payment,
- (d) When one of the holidays falls within the vacation period of an **employee** otherwise eligible for such holiday pay, he **shall** be paid for the holiday provided that he works his last scheduled **shift** before and the first scheduled shift following the vacation period. If the employee so requests, he will be **granted** an **addi-**

tional day off work, without pay, at a time **mutually** agreeable between the employee and the **Company** if arranged prior to the scheduled vacation period. The additional day off shall not be permitted for the December **24th**, Christmas Day and New Year's Day paid holidays, or the floater holiday should it be observed on or **about** the Christmas-New Year's **period**.

- (e) Written permission to **be** absent prior to or following a holiday can be granted only by the **Shift** Manager concerned.
- (f) When an employee is absent on either the last scheduled shift preceding or the **first** scheduled shift following a holiday, but not both days, due to illness or injury, and such illness or injury may be verified by either a doctor's certificate or by a personal visit by a representative of the Company.
- (g) If an employee is late on either of the qualifying shifts, but if he notifies the **Company** within two **(2)** **hours after** the start of his shift, **he** shall receive holiday pay in proportion to the number of hours **actually** worked on that qualifying shift.
- (h) In the case of a Union Official who in the performance of his Union duties is required to be absent from work and is therefore unable to complete his regular scheduled shift before or after a holiday. In such case he shall obtain permission, in advance, from his foreman for such absence.
- (i) An **employee** who would otherwise qualify for a designated holiday, except for having **been laid** off within five **(5)** working days prior to such holiday shall receive payment for such designated holiday.

5.02 If any such holiday falls on Saturday or Sunday, it

shall **be** observed on Monday. If two successive holidays fall on a Friday, Saturday, Sunday or Monday, they **will** be observed on Friday and Monday.

5.03 If the holidays specified in Section **5.01** are worked, payment shall be made at the rate of two times the hourly rate earned for all hours worked provided that a four **(4)** hour minimum allowance at this rate shall be paid to all employees called in or requested to work on such holidays. Such payment will be in addition to any holiday pay for which the employee may be qualified under Section **5.01** **above**. A holiday shall be considered as extending from **11:00** p.m. preceding the holiday and ending at **11:00** p.m. on the day of the holiday.

ARTICLE 6

WAGE POLICIES

UNDER **SPECIAL** CONDITIONS

6.01 If an employee is requested to remain on the premises, a full time allowance will be made for all stop pages in excess of six minutes.

6.02 Payment for waiting time will **be** at the employee's average hourly earned rate, but not more than the **90%** level of the occupational wage scale of the job.

6.03 An employee reporting for work who has no reason to believe that work was not available will be paid for a minimum of four **(4)** hours work, or a time allowance for four **(4)** hours at the rates given in Section **6.02**. This will not apply in the case of power or machinery breakdown, weather conditions, or other factors beyond the control of the Company, nor if the employee could not **be** notified because of his failure to advise the **Company** of a **change** of address. It is understood that the **employee** may be supplied with other suitable work and if he refuses to accept such work he shall not **qualify** for payment.

6.04 No payment shall be made under the foregoing sections of this Article for time lost as a result of any stoppages of work, slow-down or **strike** action unless the employee or employees affected are specifically requested **by** the **Shift** Manager, in **writing**, to remain on the job.

6.05 Employees shall be at their places ready to work at scheduled starting times. Employees shall not quit working **until** their designated quitting time. Any violation of this clause shall call for discipline by the Company.

6.06 The Company will permit one ten (10) minute rest ~~period~~ per eight (8) hour shift The Company will permit one ten (10) minute rest period where shifts are three (3) hours or more, but less than five (5) hours. The time of rest periods will be scheduled by the Company.

6.07 The Company will ~~permit~~ one **twenty (20) minute** lunch period **for employees** on operations scheduled on three shifts or on a **single** or double shift if continuous production is **necessary providing** shift is of more than five (5) hours duration.

6.08 When work is available on an employee's regular occupation and he is requested to do other work, he will **be** paid at the rate earned on the temporary occupation or at his average hourly earned rate, whichever is the higher.

Non regular work will be distributed on a shared basis to qualified employees that are available on the shift where such work is required.

6.09 When an employee is transferred to another job as a result of work shortage, or because he lacks the qualifications required for his previous job, or at his own request, the rate of pay shall be that applicable to the work actually performed.

6.10 An **employee's average hourly** earned rate shall be calculated by **dividing the straight-time** earnings, exclusive of all premiums, by the straight-time hours worked in the last week in which the **employee has worked at** least four (4) days, **except** when a **paid holiday** falls within the week, when the days worked shall be at least three (3) days. Hours worked on overtime or on odd jobs during vacation shutdown will be excluded in the calculation of an employee's average hourly earned rate.

6.11 For experimental work not covered by standards and the taking of inventory, employees will be paid their average hourly earned rate.

6.12 In the case of factory injuries **payment** is allowed for time required to visit the first-aid stations and/or room at the **employee's average hourly** rate. For a visit to the Doctor's **office or hospital in the event** of a factory **injury, payment shall be** made for the balance of the shift **at the employee's average hourly earned rate** if so **recommended** by the Doctor that the employee cannot return to work

6.13 Night Shift Premium

On three shift operations, the Company will pay an off-shift premium of **thirty-five (35) cents per hour (effective December 18, 1988,)** for work on the **second shift (3:00 pm to 11:00 pm.)** and **forty-one (41) cents per hour, (effective December 18, 1988)** for work on the **third shift (11:00 pm to 7:00 am).**

On two shift operations, the Company will pay an off-shift premium of thirty-five (35) cents per hour, effective December 18, 1988.

6.14 In the event of bereavement in the employee's

family, which shall include father, mother, husband, wife, **common-law spouse**, sister, brother, son, daughter, father-in-law, mother-in-law, daughter-in-law, **son-in-law**, brother-in-law, sister-in-law, spouse's sister-in-law, spouse's brother-in-law, grandparent, spouse's grandparent, grandchild, or a dependent who lives in the employee's household and is registered as a dependent on his TD-1 Income Tax Form on file at the time of death, the employee will **be** granted permission to be absent and will be paid for time lost on regular hours during his regular work week for three (3) consecutive days **including** the funeral day. If, however, the funeral is not **attended**, he will be paid for lost time on only one of the above mentioned days.

In the event an employee is absent from work for three (3) consecutive days during his regular work week, to attend a funeral under the provisions stipulated in Section 6.14, of the C.L.A., and the funeral day is held on Saturday of that week, the employee will be paid for three (3) consecutive days, notwithstanding the provisions of Section 6.14.

For the purposes of this section a half-brother or half-sister shall be considered as a brother or sister, a step parent or foster parent shall be considered as a parent, a step-son or step-daughter or foster son or foster daughter shall be considered as a son or daughter.

It is understood that "in-law" relationships **will** be broken by divorce but not **death** of the blood relative who **established** the "in-law" relationship, unless and until the in-law relative or employee remarries.

When **death** in the family causes the absence of an employee from work within the normal work week prior to the normal work week in which the funeral occurs, the intervening Saturday and/or Sunday will **be** discounted in

determining three consecutive days, referred to above, unless such Saturday and/or Sunday are normal scheduled work days.

It will be the responsibility of the employee to make claim for payment through the Human Resources Department, and to provide evidence satisfactory to the Company to support his claim. Payment for such lost time will be to the employee's average hourly earnings on a straight time basis, exclusive of all types of bonuses and premiums. If the employee is eligible for any other form of remuneration to which the Company contributes, payment shall not be made under this section for such day or days.

Common-Law relationships shall be considered when cohabitation has taken place at least one (1) year immediately preceding the time that person's status is required to be determined for the purpose of this Section.

6.15 When an employee is required to serve on a jury, is a Subpoenaed Crown Witness, or is required to report for jury duty and is subsequently not required to serve, which prevents him from performing his regular work with the Company, he shall be paid a make-up for lost time representing the difference between any fees received from the court and his average hourly earned rate on a straight time basis, for regular hours, exclusive of all types of bonuses and premiums, for the period of such service.

Should an employee receive a call for jury duty or Subpoenaed Crown Witness which may interfere with a previously scheduled vacation period he shall immediately inform the Company in writing of such call for jury duty and of his desire to have his vacation period rescheduled and the Company upon receipt of such writ-

ten request **will** reschedule his vacation period.

6.16 The Company agrees to provide the Union with the current Wage Schedules and Job Classifications which form part of the Collective Labour Agreement.

The following wage increases shall be added to the Occupational rates at the **100%** level and to the Day Work rates:

Effective December **18, 1988** - **\$0.425** per hour.

Effective December **17, 1989** - **\$0.25** per hour.

Effective December **16, 1990** - **\$0.25** per hour.

In addition the following inequities have been added:

Finishing Lead Hand

- effective December **18, 1988** - **\$0.06** per hour.

Revised Maintenance categories effective December 18, 1988.

Mechanic

-Lead (formerly Master Lead) **\$1.35** per hour

— 1st Class (formerly lead) **\$2.00** per hour

— 2nd Class **\$0.18** per hour

Oiler **\$0.27** per hour

Electrician

-Lead (formerly Master) **\$2.00** per hour

— 1st Class (formerly lead) **\$2.00** per hour

— 2nd Class **\$0.18** per hour

Tool Maintenance **\$1.27** per hour

ARTICLE 7
TIME STANDARDS

7.01 The determination of time standards is a Management function, All new or changed standards shall be explained by the Shift Manager with an Industrial Engineer to the employees involved along with the Department Steward. Data used in determining the standards may **be** made available at that time. A copy of the methods will be available in the Shift Manager's office to the Department Steward. Standards will **be** posted in the **department 24** hours before they become effective and shall be given a trial **period** of two weeks. The Union agrees that it will assist in seeing that normal effort be put forth during the trial **period**.

7.02 After the trial **period**, if a standard is disputed, it must follow the **procedure** set forth in Article **3**. In such cases data used **in** determining the standard will be available for reference by the Department steward. Any adjustments in new or changed standards shall be retroactive to the date the standard was placed in effect. Any adjustments in other disputed standards shall be retroactive to the date the objection was filed.

7.03 There shall **be** no change in time standards without a corresponding change in method, quality, operation layout or specification, unless mutually agreed upon.

7.04 No assistance shall be given to an employee while such employee is being studied for the purpose of setting time standards, nor shall a study be **taken** of a supervisor for this purpose.

7.05 The Company will make every effort to see that weekly efficiencies are posted.

ARTICLE 8

SENIORITY

8.01 Seniority is preference or **priority** by length of service with definite rights **qualifying** employees for employment when work is available, the purpose of which is to provide a declared policy of work security measured by length of service.

In the event two (2) or more Employees have the same seniority date or are hired on the same day, their seniority status on the seniority list will be decided by clock number unless the provisions of Section 8.02 and/or 8.03 would decide the Employee's ranking by seniority.

8.02 An employee shall **be** considered a probationary employee and shall have no seniority rights until he shall have completed 3 months continuous employment or if such time is interrupted by lay-off **excluding temporary lay-offs as defined In Section 8.13, then 4** months of actual employment within **12** months of his original hiring date. Upon completion of the probationary period specified above, all time worked plus properly approved absences, except the **time** spent on lay-off, shall be cumulative in computing seniority and establishing seniority rights.

8.03 Seniority shall be accumulated **by time worked** in the employ of be Company, plus time **lost** not in excess of six **(6)** continuous months due to **lav-off during slack periods** or approved leaves of absence, **except that in** the case of leave of absence directly attributable to extenuating illness or injury, seniority may **be** accumulated up to an amount equivalent **to the seniority** of the employee **at** the start of such leave, but such accumulation **during** lost time may not exceed twelve **(12)** months, or except **as**

provided for in Section 8.21 (c), (d), (e) and (f) and in all instances seniority accumulated shall be credited to such employee upon his return to work.

An employee who has five (5) or more years' seniority, **may** accumulate up to one (1) year seniority during lay-off or properly approved leave of absence as provided in Section 8.21. Seniority accumulated shall be credited to such employee upon his return to work

8.04 An employee shall lose his seniority rights for any of the following reasons:

- (a) **Voluntary** termination of employment with the **Company**.
- (b) **Unauthorized** absence exceeding five (5) consecutive normal working days.
- (c) Discharge, except as provided in Section 3.14.
- (d) Failure to return to work following lay-off within seven (7) calendar days after the employee has been notified as per paragraph 8.17 of this article.
- (e) Failure to return to work on expiration of leave of absence or any extension thereof.
- (f) After continuous lay-off of one year for those employees having less than one (1) year's seniority and after two (2) years for those having one (1) year but less than five (5) years' seniority and after five (5) years for those with five (5) years' seniority and over.

8.05

- (a) When an employee with seniority is transferred to another department or is recalled from lay-off to a department other than the department from which he was laid off, he will continue to accumulate seniority

in his former department for a period of three months and upon completion of three months satisfactory service in the new department, his seniority, including accumulation, will be transferred to the new department.

- (b) When an employee with seniority is transferred to another department under Section 8.15 his seniority shall be established in the new department immediately on transfer, solely to prevent his displacement from the department by employees with less plant seniority. Similarly, job seniority shall be established in the new department but only when the employee has attained the qualifications required to maintain the production standard of the job. Such employee will, however, be eligible for recall to his former department as provided for in Section 8.07.

8.06

- (a) When an employee with seniority is transferred to another job within his department, other than the job from which he was laid off, he will continue to accumulate seniority on his former job for a period of three months and upon completion of three months satisfactory service on his new job, his seniority, including accumulation, will be transferred to the new job.
- (b) When an employee is displaced to another job under Section 8.15 (c) (ii), his seniority shall be established on the new job on transfer, solely to prevent his displacement from the job by employees with less plant seniority but only if the employee has attained the qualifications required to maintain the production standard of the job. Such employee will, however, be eligible for recall to his former job as provided for in Section 8.07.

8.07 When due to decreased production in one job or department, an employee is transferred to a different job or department then that employee shall be subject to recall, in accordance with seniority rules, **as** follows:

- (i) If the employee has been in the new job or department for less than three months, he must return to the job or department **from** which he was displaced.
- (ii) If the employee has been in the new job or department for three months or more, he may return to his former job or department **only** through **the provisions as defined in Section 8.19 and/or Section 8.20**

8.08 When lay-offs take place, the Company shall, whenever possible, give employees affected seven (7) days' notice of such lay-off.

An employee who desires to leave the employment of the Company shall, whenever possible, notify the Shift Manager concerned seven (7) days in advance.

8.09 A seniority list shall be posted in each department of the plant showing the accumulated seniority **status** of employees in that department. This list shall **be revised at least** once a year. A copy of all lists posted shall be given to the Union President. If requested by the Union or an individual employee, the Company's service records shall **be** available for reference to the members of the negotiating committee to the extent reasonably necessary to ascertain the accuracy of the **seniority** lists.

- (a) **Employees will be allowed to exercise their shift preference by seniority within their classification once each year under the following schedule:**

Employees will be given the opportunity to select their shift preference to be effective on the first

Sunday following February 1st of each year during the life of the agreement.

On January 1st, of each year, the Company will make available a form, to be submitted by the employee no less than fifteen (15) days prior to the effective date of the shift preference change.

An employee displaced from his shift through the operation of this clause will remain in his classification and immediately exercise his opportunity for shift preference by seniority.

An employee when exercising shift preference will bump the Junior employee in the classification on his preferred shift.

8.10 Employees who have given long and faithful service to the Company and who are unable to perform their regular work shall be given preference on other work they are qualified to perform, at the prevailing rate of pay for such work

8.11 An employee of the Company excluded from the bargaining unit provided he was formerly in the bargaining unit may be transferred to a vacant job in the bargaining unit, and will have plant service converted to plant seniority at the time of such transfer except, however the period of time excluded from the bargaining unit shall be discounted in the determination of seniority. Such employee would also be eligible for previous seniority for which he may have been previously credited except that an employee formerly in the bargaining unit may displace the least senior employee with less seniority than his own on his former job.

8.12 "Qualification", "Qualified" and "satisfactory service" as referred to in this Article shall be determined by the Company on the basis of such items as experience,

competence! physical fitness, skill, knowledge, adaptability, efficiency, **responsibility** and integrity.

8.13 A temporary lay-off shall not exceed a two (2) week period.

(a) In the case of a lay-off which is four (4) normal working days or less, employees shall not be eligible to displace other employees during such period.

(b) In the case of a lay-off extending beyond four (4) normal working days but not greater than two (2) weeks, an employee with seniority may displace the least senior employee, having less seniority than his own, within the same job classification provided he can demonstrate competence on the job within two (2) shifts. Failing such or If he is the least senior in his job classification, he may displace another employee in the department that has no seniority providing he is qualified to perform the job.

8.14 Operators employed on jobs known as "Key Operations" shall not be subject to lay-off other than on the basis of job seniority. These jobs are Lead Hand, Line Operator, Garnet-Oven Maintenance, Lead Mechanic and Mechanic First Class, Lead Electrician and Electrician First Class.

8.15 LAY-OFF PROCEDURE

In the event it becomes necessary to reduce the number of employees in a department for a period of time in excess of a period of a temporary reduction as stipulated in Section 8.13 the Company will, in determining which employees are to be laid off, **recognize** the principle of seniority in displacement of employees from a job, and lay-off will be in order of seniority of employees of the department and also subject to the limitations of key

operations and qualifications and according to the following procedure:

- (a) A probationary employee who is displaced from the job on which he is employed will be laid off, except that he may be placed on a vacant job for which he has the necessary **qualifications**.
- (b) An employee, who is displaced from the job on which he is employed, may:
 - (i) **Displace** the least senior employee, having less seniority than his own, on the job on which he has **seniority and shift preference**, provided he has the **qualification** required to **maintain** the production standard of that job. If he is the least senior employee on his job, he may--
 - (ii) Displace the least senior employee, having less seniority than his own, in the department in which he **has seniority and shift preference, on a job for** which he has the necessary qualifications. If he is the least senior employee in the department, he will be laid off, **except** that he **may be placed on a** vacant job for which he has the necessary qualifications.
 - (iii) Displace the least senior employee having less **seniority** than his own, in the plant, **on a job and shift preference** for which he has the necessary qualifications. If he is the least senior employee in the plant, he will be laid off, except that he may **be** placed on a vacant job **for which he has** the necessary qualifications.
- (c) If an employee at **time** of lay-off has previous satisfactory service on another job in **the** plant and has the **qualifications** required to maintain the production standard of that job, he may return to it and displace

any employee with less seniority on his preferred shift.

8.16 RECALL PROCEDURE

- (a) Whenever it is necessary to recall employees who have been laid off, the order of recall will be generally in the reverse order of lay-offs, according to the following procedure:
 - (i) If the vacancy to which an employee is to be recalled is on a key operation, those employees with previous satisfactory service on that operation, who have been laid off and retain seniority status, will be recalled in order of seniority.
 - (ii) When employees have been recalled to a shift other than their preferred shift, they will be placed on their preferred shift within two (2) weeks, following their return.
- (b) No new employee shall be hired to fill vacancies until employees who have been laid off and retain seniority status and have the necessary qualifications to fill the vacancy have been recalled to work

8.17 Employees are required to keep addresses up to date so they can be located whenever production warrants rehiring. Employees who fail to do this and cannot be located when there is an opportunity to work shall lose their seniority.

An Employee notified of recall must inform the Company of his intention to return, within three (3) normal working days, after notification by registered letter to the latest address. Failure to notify of intention to return will be interpreted as refusal to do so. If the employee desires to return to work, he must do so within seven (7) calendar days after he has notified the

Company of such intention. Failure to do so will result in complete loss of seniority.

In the event that an employee is unable to return to work due to illness, injury or pregnancy and so notifies the Company within seven (7) calendar days of **notification of recall**, his seniority status shall **be** preserved during the period of illness, injury or pregnancy as governed by Section 8.04 (e). Seniority status shall **be** forfeited following failure to report for work after a second notification following recovery from illness, injury or pregnancy. It is the employee's obligation to notify the Company immediately upon recovery from such illness, injury or **pregnancy**.

8.18 Any of the provisions of lay-off or recall procedure may be superseded by other arrangements, for legitimate reasons, when negotiated between the Company and the Plant Negotiating Committee.

8.19

- (a) An employee with at least six months seniority who wishes to transfer from his job to another job or department in the bargaining unit shall make a written application in triplicate (one copy to **be** retained by the employee) stating the job or department to which he desires to transfer. The application shall **be** made through the employee's Shift Manager who shall note on the application the date that it was received and forward the application to the Human Resources Department. An **employee** shall not have more than one application **pending**. Such application shall automatically **be** cancelled after one year. Subject to the qualifications of **the** applicant, and the necessity of maintaining an efficient work force, the applicant with the most seniority will **be** transferred when a vacancy which is not the result of a lay-off

occurs. An employee transferred under this section shall not be eligible for a second transfer under this section for a period of six months from the date of transfer.

- (b) When an employee who has been transferred to another job, as a result of application for transfer, is displaced from that Job before the expiration of three (3) months, for any reason, he will be returned to the job on which he retains seniority, and will displace the least senior employee having less seniority than his own. If there is no one on that job with less seniority, he will be placed on the Job to which he is entitled under Section 8.15. Thereafter, he may immediately make application for transfer notwithstanding the limitation of Section 8.19 (a) above.**
- (c) When an employee, who has been transferred at his own request is unable, after a reasonable break-in period for the job, to attain the existing standards of quality and efficiency of the job, (not to equal three (3) months in duration), he will be returned to the job on which he retains seniority. If for some reason he is unable to return to the job on which he retains seniority, he will be placed on the job to which he is entitled under Section 8.15. Thereafter, the employee shall not be eligible for a second transfer except as provided in Section 8.19 (a) above.**

8.20 When a job vacancy occurs in the bargaining unit excluding lead hands, the information shall be posted on the bulletin boards for forty-eight (48) hours (two full working days exclusive of Saturday, Sunday or Holiday) excluding any subsequent vacancies, the applications received in answer to this notice and those Ned previ-

ously with the Human Resources Department requesting transfer under Section 8.19 will be considered in filling the vacancy, subject to the qualifications as defined in Section 8.12, the most senior of these applicants will be given the job.

- (a) In the event a transferred employee informs the Company within five (5) normal working days from the effective date of his transfer, that he wishes to return to his former job, he shall be returned to the job he came from within two (2) weeks of his request.
- (b) In the event the employee is unable to meet the requirements of the job as determined by the Company, within the time limits set forth in Article 8.05 and Article 8.06, he shall be returned to his former job.
- (c) In the event an employee is returned to his former job, the Company shall fill the position with the runner-up; in the event of no runner-up the position shall be reposted.
- (d) Positions that become vacant as a result of the incumbent's absence, due to illness or injury only, for a specified, known and definite period of more than four (4) weeks will be posted,

The prevailing selection criteria will be compiled with, The returning incumbent will be entitled to his former job. The successful replacement will be entitled to his former position and the Company will fill the replacement's job with an employee of its choice, without posting, and remove the same, without prejudice, when the jobs revert to their original holders. If the incumbent falls to return

his position will be posted as a non temporary vacancy.

8.21 LEAVE OF ABSENCE

Leave of absence may **be** granted to employees with seniority status under certain conditions without loss of seniority privileges. Application for such leave shall be in writing and the employee shall be given written advice of the decision. Leave of absence may be granted under the following circumstances:

- (a) Leave of absence not exceeding three **(3)** months and subject to extension for periods of three **(3)** months, up to one **(1)** year for employees with up to ten **(10)** year's seniority and two **(2)** years for employees with over ten **(10)** years seniority may **be** granted for extenuating causes such as sickness, **injury**, bereavement or serious personal necessity. **Under extreme** circumstances, a request for a further extension of leave of **absence** by an employee and supported by the Union would receive consideration.
- (b) Leave of absence not exceeding three **(3)** months may **be** granted during slack periods, but those who are granted such leave must return to work within seven **(7)** calendar days after notice of recall has been sent, in order to retain seniority standing.
- (c) Employees who are engaged in service with the Country's Armed Forces shall be considered on leave of absence and shall accumulate seniority during such service, in accordance **with** federal legislation.
- (d) A member of the Union may at the written request of the Union, **be granted special** leave of absence to engage in **Union duties*** with the United Rubber, Cork, Linoleum and Plastic Workers of America, Canadian Labour Congress, the Ontario Federation

of Labour or **Local 296**, for a period not exceeding the term of this Agreement, subject to renewal. When leave is granted for this purpose, **the** members **shall** accumulate their seniority during the full term of leave.

- (e) A female employee may **be** granted leave of absence between the fourth and **fifth** months of **pregnancy** (or in accordance with the provisions of **the Employment Standards Act of Ontario**) based on medical **certification**. Within a four **(4)** month **period** after childbirth she shall report to the Human **Resources** Department **with** a doctor's certificate stating date of **birth** of the child and declaring her **physical** fitness for work. Subject to physical qualifications, subsection **8.21 (g)**. Seniority may be **accumulated** up to an amount equivalent to the seniority credited to the employee at the start of such leave, but not in excess of twelve **(12)** months accumulation.
- (f) An employee injured on the job, who subsequently becomes a Workers' Compensation case, and is **placed** on leave of absence, **shall** accumulate seniority during such period.
- (g) An employee who intends to return to work following an approved leave of absence, or who needs to have such leave extended, shall **report** to the Human Resources Department **at least three (3)** normal working days prior to the **expiry** date of his leave or his intended date of return **prior** to the **expiry** date of the leave, so that his return to work may be arranged.

Subject to physical qualifications, such employee will **be** entitled to return to the job he left. If his former job is no longer available or if his seniority no longer qualifies him for his former job, he will be

given the job to which he would have been displaced had he been at work --if this can **be** readily established, or such **other** suitable job which is consistent with **his** seniority.

ARTICLE 9

VACATION

9.01 Hourly rated employees of the Company who have accumulated one **(1)** or **more year's** seniority as of June **30th** of any year, shall **be** entitled to vacation with pay on the following basis:

- (a)** Such **emplo ees** having one year's seniority or more as of June **40th** shall receive two weeks vacation with pay amounting to **4%** of their earnings for the **12** month period ending on that date.
- (b)** Such employees having five **years** seniority or more as of June **30th**, shall receive three weeks vacation with pay amounting to **6%** of their earnings for the **12** month period ending on that date. An employee who qualifies for such vacation may **be** requested to work during his third week of vacation and if he so agrees, he shall receive vacation pay in lieu of such vacation. It is understood that the third week need not necessarily **be** given consecutively with the other two **weeks**.
- (c)** Employees having **ten** years seniority or more **as** of June **30th**, shall receive four weeks vacation with pay amounting to **8%** of their earnings for the **12** month period ending on that date. Employees who qualify for such vacation pay may, at the discretion of the Company be granted their fourth week of vacation or vacation pay in lieu of time off, according to **production** requirements. If time off is granted by the Company the third week and the fourth week need

not be given together nor consecutively with the other **two** weeks.

- (d) Such employees having twenty years seniority or more as of June **30th**, shall receive five weeks vacation with pay amounting to **10%** of their **earnings** for the twelve month period ending on that date. Employees who qualify for such vacation pay may, at the discretion of the Company **be** granted their fifth week of vacation or vacation pay in lieu of time off, **according** to production **requirements**. If time off is granted by the Company the third week, fourth week and fifth week **need** not be given together nor consecutively with the other two weeks.
- (e) Such employees having thirty years seniority or more as of June **30th**, shall receive six weeks vacation with pay amounting **12%** of their earnings for the **12** months **period** ending on that date. Employees who qualify for such vacation pay my, at the discretion of the Company, be granted their sixth week of vacation or vacation pay in lieu of time off, according to **production** requirements. If time off is granted by the Company the third week, fourth week, fifth week and sixth week need not **be** given together nor consecutively with the other two weeks.
- (f) An active employee who accumulated and is credited in the current calendar year, with five, **ten**, twenty or thirty years seniority between June **30th** and December **31st** shall receive, after such seniority is credited, one additional week's vacation with pay amounting to **2%** of his earnings for the twelve months ending June **30th** of the current year. At the discretion of the **Company**, the additional week's vacation may be granted prior to the date on which such seniority is credited, however, vacation pay paid in advance shall **be** deducted **from** the final pay

if the employee ceases to be actively employed or if employment is terminated for any reason or to the qualification date. An employee who qualifies under this subsection after **December 24th shall** be granted vacation for the remaining days of the year only.

9.02 Hourly paid employees who are in the employ of the Company as of **June 30th** of any year but have not accumulated at least one year's seniority shall be entitled to vacation **with pay** on the basis of **4%** of the **earnings** during the **period of** continuous service during the **prior** twelve months. The vacation **shall** be considered to **be** at the rate of one-half day for each full month of **employment**. In the event that a half-day is calculated, it shall **be** rounded to one day.

9.03 When an individual leaves the employ of the Company after **June 30th** and **prior** to the vacation date and has qualified for vacation pay as outlined in Section **9.01**, he shall be paid the amount of vacation earned at the time of separation.

9.04 Employees who when laid off for an indefinite **period**, receive their vacation pay and who return to work during the vacation year, will have the value of vacation pay already received **from** the Company deducted from their vacation pay as specified in Section **9.01** and **9.02** above.

9.05 Vacations will be taken at a time designated by the Company. The Company **will** endeavour to give three **months** notice and to schedule the vacation **period** during the months of July or August. In the event, **however**, that it is necessary to continue uninterrupted production in order to meet scheduled requirements, vacations shall be taken at some other time designated by the Company during the vacation year.

9.06 Vacation pay shall be made on the regular pay day immediately prior to the employee's vacation.

9.07 When an employee with one (1) or more years seniority has been unable to work for a portion of the preceding vacation year because of verified sickness, injury or pregnancy and for those reasons only, the vacation pay calculated in accordance with Section 9.01 is less than \$339.00 for an employee for each week of vacation pay, the vacation pay will be increased to the above minimum provided the employee has worked three (3) months or more during the vacation year.

9.08 The following shall be included as earnings for the purpose of calculating vacation pay: Wages Paid, Overtime Premiums, Night Shift Premium, Vacation Pay paid in the previous year, Designated Holiday Pay, Workers Compensation Payments for Lost Time, Weekly Indemnity Payments, Short Work Week Benefits paid under the Supplemental Unemployment Benefit Plan and O.H.I.P. Premiums which are regarded as income under the Income Tax Act

ARTICLE 10

FUNCTIONS OF MANAGEMENT

10.01 The Management of the Factory and the direction of the working force, including the right to hire, suspend, or discharge for just cause and the right to relieve employees of their duties because of lack of work or for other legitimate reasons, is vested exclusively with Management This right shall not be used to discriminate against any employee as an individual, nor to violate the terms of this Agreement.

10.02 The Company reserves the right to discharge for just cause including but not restricted to the following:

Insubordination.

Chronic absence or tardiness.

Continued unsatisfactory workmanship.

Dishonesty.

Intoxication during working hours.

Continued unsafe working practices.

10.03 The control of quality and waste is a Management function and is of vital importance to the Company's well-being. The Union **recognizes** the need for reduced damage and waste and shall cooperate wholeheartedly in reducing such losses to a minimum.

10.04 The determination of methods is a Management function. The Union agrees to cooperate with the Company in the introductions of new methods and processes, and in educating its members for the need of such changes and improvements.

10.05 Nothing in this Article shall be interpreted as depriving the Union of their rights and privileges under Section **1.02** of this Agreement.

ARTICLE 11

MISCELLANEOUS

11.01 The Company agrees to provide bulletin **boards** with a lock for the use of the Union. Notices placed on these boards shall **be** confined to Union meetings and business, Union appointments and elections and Union **recreation** and social affairs.

11.02 The Union shall assist the Management in seeing to it that no publicity or display matter other than that posted by the Management **shall** be exhibited within the plant, except on the Union bulletin boards.

11.03 The Union agrees to **cooperate** with the Company on the promotion of **Safety** in the Factory. **Four** members of the bargaining unit appointed **by the** Union and two members **of management** appointed by the Company shall constitute a Safety Committee and will **meet** once per month for the purpose of promoting safety and accident prevention. Payment for lost time from regular hours to attend the monthly meeting will be at the employees average **hourly** earnings.

11.04 The Company shall refund to each **eligible seniority** employee, a maximum of **fifty (50)** per cent of the cost of **C.S.A. approved safety shoes** in each **twelve (12) month period**. Where an **eligible employee's shoes** have **materially worn out** an additional pair at **(50)** per cent of cost will be allowed when **approved**.

11.05 Employees shall not visit other departments except in line with their regular work, if permission has been granted by the Shift Manager concerned.

11.06 The Company and the Union **recognizing** the importance of new products, **will cooperate** in the **development** of these **new products**. The Company further agrees to see that new products upon **satisfactory completion of development**, will be brought into **regular production** as soon **thereafter** as possible:

11.07 Employees who **are** excluded from the bargaining unit shall not perform work which replaces **production** or maintenance employees on their regular jobs, except in the event of an emergency, or for the **purpose** of training, taking inventory or experimental work.

11.08 The Company will cause to be printed **sufficient copies** of the **Collective Labour Agreement** so as to provide a copy to each **seniority employee** actively

at work following negotiations. No additional replacement copies will be issued, but a reasonable inventory will be printed due to estimated turnover of employees.

11.09 In accordance with the Ontario Labour Relations Act, Appendix "A" - Interim Increases, Life Insurance and Welfare Benefit Plan, Supplemental Unemployment Benefit Plan, Pension and Severance Award Plan and numbered Letters of Understanding #1 through #10, shall form part of the Collective Labour Agreement.

ARTICLE 12

TERMINATION

12.01 This Agreement shall become effective as of December 16, 1988, and shall remain in full force and effect in respect of all its terms until midnight December 15, 1991, and shall continue in effect thereafter from year to year for further periods of one (1) year unless either party gives written notice of termination or written notice of proposals for amendment to the other party prior to, but not more than ninety (90) days prior to the expiry date or any yearly period thereafter. In the event of written notice having been given by either party as provided herein, negotiations shall commence within fifteen (15) days of receipt of such notice with a view to completing a new Agreement. Should such negotiations extend beyond the expiration date, this Agreement shall not expire, but shall continue in full force and effect in accordance with the Labour Relations Act of Ontario, or until a new Agreement is entered into by the parties, whichever date shall occur first.

12.02 Amendments of this Agreement may be made at any time by mutual agreement between the parties. If

either party proposes amendments to this Agreement during the life thereof negotiations on such proposals shall **begin** within twenty **(20)** days of receipt of written **proposal**. During the negotiations thereafter if no conclusion **or agreement** is reached, the provisions of this Agreement shall remain in effect.

12.03 Any part of this Agreement is subject to Provincial Legislation. Where options or variations are **permitted** by Legislation then these options or variations will be subject to negotiations.

-Dated at **Kitchener** this **23rd** day of September **1988**.

Signed on behalf of the parties hereto by their duly **authorized representatives.**

Beckers Lay-Tech Inc.,
Kitchener.

A. **SARAMAK**

H. **ROEDDING**

P. **JOVANOVICH**

Local Union No. **296**
United Rubber, Cork, Linoleum and Plastic Workers of
America.

R **SHANTZ**

W.D. RICHARDS

J. **BOWERS**

C. **CLEMMER**

C. **BARSONY, Int. Rep.**

APPENDIX "A"
OF COLLECTIVE LABOUR AGREEMENT
-INTERIM INCREASE--

1. The amount of the interim increase shall be **calculated** and recalculated **as provided** Mow on the basis of the Consumer Price **Index published** by Statistics Canada (1971 = 100) and hereinafter referred to as the **C.P.I.**
2. First Year **Agreement:**
 - (a) The base for calculation: the average **C.P.I.** for the months of October, November and December **1988.**
 - (b) The first **adjustment will be** calculated and paid **as** of the pay period beginning **March 19, 1989.** It will reflect one cent (**\$.01**) per hour for each full **.26** points that the average **C.P.I.** for the months of December **1988,** January and February **1989** **exceeds** the base **for** calculation.
 - (c) The second **adjustment will** be calculated and paid as of the **pay** period commencing June **18, 1989.** It will reflect one cent (**\$.01**) Per hour for **each full .26** points that the average **C.P.I.** for the months of **March, April** and May **1989** exceeds the base for calculation.
 - (d) The third adjustment **will be calculated** and paid as of the pay period beginning September **17, 1989.** It will reflect one cent (**\$.01**) per hour for each **full .26** points that the average **C.P.I.** for the months of June, **July** and August **1989** exceeds the base for **calculation.**

- (e) The fourth adjustment **will be calculated** and paid as of the pay period commencing December **17, 1989**. It **will** reflect one cent (**\$.01**) per hour for each **full .26** points that the average **C.P.I.** for the months of September, October and November **1989** exceeds the base for calculation. This adjustment **will** be folded into the Occupational and Day Work rates on December **17, 1989** as specified herein.
3. Second Year of Agreement:
- (a) The base for **calculation:** the average **C.P.I.** for the **months** of October, November and December **1989**.
- (b) The first adjustment **will be calculated** and paid as of the pay period commencing March **18, 1990**. It **will** reflect one cent (**\$.01**) per hour for each **full .26** points that the average **C.P.I.** for the months of **December 1989, January** and February **1990** exceeds the base for calculation.
- (c) The second adjustment **will** be calculated and **paid** as of the **pay period commencing June 17, 1990**. It **will reflect** one cent (**\$.01**) per hour for each **full .26** points that the average **C.P.I.** for the months of **March, April** and **May 1990** exceeds the base for calculation.
- (d) The third adjustment **will be calculated** and paid as of the pay **period** commencing September **16, 1990**. It **will** reflect one cent (**\$.01**) per hour for each **full .26** points that the average **C.P.I.** for the months of June, July, and August **1990** exceeds the base for calculation.
- (e) The fourth adjustment **will be calculated** and paid as of the pay **period** commencing December **16,**

1990. It will reflect one cent (\$.01) per hour for each .26 points that the average C.P.I. for the months of September, October and November 1990 exceeds the base for calculation.

This adjustment will be folded into the Occupational and Day Work Rates on December **16, 1990** as specified herein.

4. Third Year of Agreement

- (a) The base for calculation: the average C.P.I. for the months of October, November and December 1990.**
- (b) The first adjustment will be calculated and paid as of the pay period commencing March 17, 1991. It will reflect one cent (\$.01) per hour for each full .26 points that the average C.P.I. for the months of December 1990, January and February 1991 exceeds the base for calculation.**
- (c) The second adjustment will be calculated and paid as of the pay period commencing June 16, 1991. It will reflect one cent (\$.01) per hour for each full .26 points that the average C.P.I. for the months of March, April and May 1991 exceeds the base for calculation.**
- (d) The third adjustment will be calculated and paid as of the pay period commencing September 15, 1991. It will reflect one cent (\$.01) per hour for each full .26 points that the average C.P.I. for the months of June, July and August 1991 exceeds the base for calculation. This third adjustment will be folded into the Occupational and Day Work Rates on September 25, 1991 as specified here in.**

(e) **The fourth adjustment will be calculated and paid as of the pay period commencing December 15, 1991. It will reflect one cent (\$.01) per hour for each .26 points that the average C.P.I. for the months of September, October and November 1991 exceeds the base for calculation.**

This adjustment will be folded into the Occupational and Day Work Rates on December 15, 1991 as specified herein.

5. The Interim Increase will be considered as earnings **but will be** boxed separately from other wage payments on the employee's time card.
6. In the event Statistics Canada **does** not issue the **appropriate** Consumer Price Index on or before the **date on** which an adjustment is to **be** calculated, any adjustment required **will be** n-bade at the **beginning** of the first pay period following receipt of the Index.
7. No adjustments retroactive or otherwise, shall be made due to any revision which may later **be** made in any published Consumer Price Index by Statistics **Canada.**
8. Continuation of the Interim adjustments is dependent upon the availability of the official Statistics Canada Consumer Price. Index calculated on the same basis and in the **same** form as that published for December 1985.
9. Each adjustment specified in the Interim Increase will replace the previous adjustment, if any, in its entirety, except **the** fourth adjustment in the first year of the Agreement, the fourth **adjustment** in the second year of the **Agreement**, and the third adjustment in the third year of the Agreement will **be** folded-in

as specified herein.

10. Method of Fold-In

- (a) **Daywork Rates** - the total amount of Interim Increase to ~~be~~ folded-in as specified herein will ~~be~~ unboxed and added to the maximum of the day work rates.
- (b) **Incentive Rates** - the total amount of Interim Increase to ~~be~~ folded-in as specified herein will be unboxed and added to all incentive Occupational Rates Scales at the **100%** level.

September 8, 1988

LETTER OF UNDERSTANDING #1

Mr. R. Shantz, President,
Local Union No 296,
U.R.C.L. and P.W. of A.,
141 King Street East,
Kitchener, Ontario.
N2G 2K8

Dear Mr. Shantz:

RE: Heat Breaks

This letter will serve to confirm the understanding reached between the parties during recent negotiations regarding heat breaks for employees.

During the months of June, July, August and September outside temperature checks will be made on on those days where the forecast high exceeds 80 degrees F, at the Plant temperature station. These checks will be made by the Company and the Local 67 representative, starting at 9:00 am. and every four (4) hours thereafter until 1:00 am. Local 296 will be advised on the results.

When the outside temperature is 80 degrees F. or more, the following courses of action will be taken in sequence: exclusive of climate controlled areas;

- a) if there is a reading of 85 degrees F or more, one additional ten (10) minute break,
- b) in addition to (a) above, extra relief operations will be implemented in fibre preparation classifications of Oven Operator, Line Operator, Inspect/fake Off and Mould Press Operator. This extra relief will be given whenever possible, up to a maximum of one (1) ten

(10) minute break, per hour,

- c) If there is a temperature reading of at least 80 degrees F. but less than 85 degrees., those classifications specified in (b) above, will be given one additional ten (10) minute break,
- d) Employees in the Plant who cannot tolerate the heat as stated above, will on an individual basis, upon request, be granted permission to leave the Plant without pay in any form.

Yours truly,

Peter Jovanovich

Director - Human Resources

September 23, 1988

LETTER OF UNDERSTANDING #2

Mr. Ron **Shantz**, President,
Local Union No. 296,
U.R.C.L. & P.W. of A.,
141 King St. East,
Kitchener, Ontario.
N2G 2K8

Dear Mr **Shantz**:

RE: Wash Up Allowance

This letter shall serve to confirm the **agreement** reached between the parties **during** recent negotiations regarding Wash Up Allowances.

Wash Up Allowances shall be provided as follows only if the employee washes up after working his shift;

| <u>Job Classification</u> | <u>Minutes</u> |
|---------------------------|----------------|
| LINE OPERATOR | 18 |
| OVEN OPERATOR | 18 |
| SAND BLASTER | 18 |
| GARNET & OVEN MAINTENANCE | 18 |
| MAINTENANCE | 18 |
| MOULDING PRESS OPERATOR | 18 |
| SPRAYER | 18 |

Major weekly clean-up; an 18 minute shower **allowance** is available to employees who are involved with the major weekly clean-up and require it.

Yours **truly**,

P. Jovanovich
Director - Human Resources

September 23, 1988

LETTER OF UNDERSTANDING #3

Mr. Ron **Shantz**, Presider &
Local Union No. 296,
U.R.C.L. & P.W. of A.,
141 King St. East,
Kitchener, Ontario.
N2G 2K8

Dear Mr. **Shantz**:

RE: Clothing Allowances

This letter shall serve to confirm the **agreement** reached between the parties during recent negotiations regarding Clothing Allowances.

The Clothing Allowances shall **be** as follows:

| <u>ITEM</u> | <u>EMPLOYEE CLASSIFICATION</u> |
|--------------------|---------------------------------------------------|
| EYE PROTECTION | Mechanics, Moulders on clean up |
| BUMP CAPS | Cutting press operators, moulders on clean up. |
| DUST MASKS | Operators who so request or instructed |
| HEARING PROTECTION | Operators where so designated. |
| LEATHER GLOVES | Mechanics. |
| CLOTH GLOVES | Press operators, Truckers, personnel who require. |
| SLEEVING | Press operators, Formers |

Letter of Understanding #3
September 23, 1988
Page 2

COVERALLS

Moulder Operators on clean up, operator where temperature is **below** normal.

RUBBER BOOTS

As required.

**COVERALLS OR
PANT/SHIRT**

for **Maintenance** group

RAINWEAR

for **Maintenance Group**
as **required**.

APPROPRIATE GLOVES where Required

It is understood that employees who receive protective clothing have responsibility for proper care and use of such.

Where appropriate clothing allowances **will be** adjusted with regard for health and safety.

Yours truly,

P. Jovanovich
Director - Human Resources

Sept 14, 1988

LETTER OF UNDERSTANDING #4

R. Shantz, President,
Local Union No. 296,
U.R.C.L. and P.W. of A.,
141 Ring Street East,
Kitchener, Ontario.
N2G 2K8

Dear Mr. Shantz;

This letter will serve to confirm the understanding reached between the parties during these negotiations regarding scheduling of overtime.

Whenever overtime is required on Saturdays and/or Sundays and/or **designated** holidays, the **following** procedure will be used for each operation on a shift so as to generally rotate the overtime to all employees within the shift, until the required positions are **filled**;

1. The employees by seniority and job classification on their shift, then
2. The employees on the shift in the department, by seniority, that can perform the work.

The above procedure will be used for each shift **scheduled**

If employees are still required, then employees from shifts not scheduled for overtime will **be** requested **as** prescribed in Steps 1, and 2. Failing this, the least senior employees will **be** scheduled from the shift running on overtime.

Letter of Understanding #4 Con't

GENERAL PROVISIONS

- A. Every reasonable effort will **be** made by the Company and Union to contact the appropriate **employees** according to the above.
- B. Any refusals of overtime will be recorded in proceeding through the sequence.
- C. Employees that were unavailable for contact and missed overtime work will b-e scheduled upon the next instance of overtime.
- D. Employees scheduled for vacation will not be eligible for overtime work during their full week on vacation which includes the Sunday and Saturday on that **week**.
- E. No transfer or exchange of offers will be allowed **between** employees and employees or employees and Management.
- F. For call-in or stay-over overtime, the above procedure **will be** followed.
- G. **Refused overtime request on Friday will not be charged.**

Yours truly,

Peter Jovanovich

Director -- Human Resources

September 23, 1988

LETTER OF UNDERSTANDING #5

Mr. Ron **Shantz**, President,
Local Union No. **296**,
U.R.C.L. & P.W. of A.,
141 King Street East,
Kitchener, Ontario.
N2G 2K8

Dear Mr. **Shantz**;

This letter **will** confirm the agreement made during **negotiations** concerning payments of wages to the Local Union President.

The Company **will** pay the Local Union President for time lost from his regular hours in the administration of the Collective **Labour** Agreement **thusly**, conduct of legitimate **Local Union matters**.

The President shall first obtain Permission from his Shift Manager and **will** contact a Management Representative before conducting Union business in any department.

The Local Union President, during the term of his office only, will be placed on the day shift of his Job classification, following which he will elect his shift preference.

Yours truly,

P. Jovanovich

Director - Human Resources

July 8, 1987

LETTER OF UNDERSTANDING #6

Mr. Alec **Poczik**, President,
Local Union No. 296,
U.R.C.L. and P.W. of A.,
141 King Street East,
Kitchener, Ontario.
N2G 2K8

Dear Mr. **Poczik**;

RE: Apprenticeships

This letter **shall** serve to confirm the agreement reached between the parties regarding Apprenticeships and the addition of the following classifications to the bargaining unit. These **classifications** are:

- 1) Electrician - Apprentice
- 2) Mechanic - Apprentice

It is understood should a lay-off be required in the Maintenance Department, the Apprentice will be the first subject to such lay-off in the respective trade. In the event of lay-off, the seniority of the Apprentice would automatically be transferred to his former department and he would return to his previous job providing he has the seniority to do so. This procedure would also apply in the following situations;

- 1) The Company deems his performance at work or school unsatisfactory resulting in removal from the Apprenticeship Program
- 2) The Apprentice wishes to withdraw from the program.

An Apprentice who has been laid-off **shall** be subject to

recall and not be subject to the restrictions in section 8.07.

Wages will be a percentage of base of the "Lead" rate in each respective classification as provided by the following schedule:

| <u>ELECTRICIAN</u> | | <u>MECHANIC</u> | |
|--------------------|-----|-----------------|-----|
| P E R I O D | - | P E R I O D | - |
| 1st | 60 | 1st | 60 |
| 2nd | 70 | 2nd | 70 |
| 3rd | 80 | 3rd | 80 |
| 4th | 90 | 4th | 90 |
| 5th | 95 | COMPLETION | 100 |
| COMPLETION | 100 | | |

Upon completion of the program, and receipt of the provincial Certificate of Qualification, the Apprentice will be transferred to the "Lead" classification in the **respective** trade.

The **first** subsequent vacancy in the plant, occurring from an Employee being awarded a job in the Apprenticeship **Program**, shall be posted,

Yours **truly**,

G.J. Becker

Human Resources Manager.

September 23, 1988

LETTER OF UNDERSTANDING #7

Mr. R. Shantz, President,
Local Union No. 296,
U.R.C.L. and P.W. of A.,
141 King street East,
Kitchener, Ontario.
N2G 2K8

Dear Mr. Shantz;

This letter will serve to confirm the understanding reached between the parties during recent negotiations concerning the early retirement option after 30 years of credited service and age 55.

It is understood and agreed that the Company shall withhold three cents (\$.03) Per hour from the silent C.O.L.A., and from each of the first eleven (11) interim increases which will be calculated and paid as of the pay period commencing on March 19, 1989, up to and including the pay period September 15, 1991.

It is further understood and agreed that if any of the first eleven (11) interim increases, as described above, produces less than three-cents (\$.03) per hour, the Company shall absorb any such loss during any such period.

Effective with the pay Period commencing on December 15, 1991, the thirty-six cents (\$.36) plus the regular interim increases shall be folded into the wage rates as specified in Appendix "A", Interim Increase of the C.L.A.

Yours truly,

Peter Jovanovich
Director Human Resources

LETTER OF UNDERSTANDING #8

September 23, 1988

Mr. **R. Shantz**, President,
Local Union No. **296**,
U.R.C.L. and P.W. of A.,
141 King Street East,
Kitchener, Ontario.
N2G 2K8

Dear Mr. **Shantz**;

This letter will serve to confirm the understanding reached between the Parties during recent negotiations regarding an Apprenticeship Plan.

The Company and the Union will meet within six **(6)** months of the ratification of this agreement to readdress the original letter of **July 8, 1987**, regarding the Apprenticeship Program.

In the interim the provisions of the letter dated **July 8, 1987** in this regard will apply with the exception that the base rate for apprentices, as of **September 25, 1988**, will be the greater of either the current Press Operators Rate or the applicable Percentage of the First Class (Journeyman) rate.

Yours truly,

Peter Jovanovich
Director Human Resources

LETTER OF UNDERSTANDING #9

September 23, 1988

Mr. **R. Shantz**, President,
Local Union No. 296,
U.R.C.L. and P.W. of A.,
141 King Street,
Kitchener, Ontario.
N2G 2K8

Dear Mr. **Shantz**;

This letter will serve to confirm the understanding reached between the parties during recent negotiations regarding the provisions, Article **9.01 (c)** of the **C.L.A.**

It is understood and agreed that the **Company** shall withhold three and one half (**3.5**) cents per hour from the silent **C.O.L.A.** effective December 18, 1988.

It is further understood and agreed that if the silent **C.O.L.A.** produces less than three and one half (**3.5**) cents per hour for this purpose, the **Company** shall absorb any such loss.

Yours truly,

Peter **Jovanovich**
Director Human Resources

LETTER OF UNDERSTANDING #10

September 23, 1988

Mr. R Shantz, President,
Local Union No. 296,
U.R.C.L. and P.W. of A.,
Kitchener, Ontario.
N2G 2K8

Dear Mr. Shantz;

This letter will serve to confirm the understanding reached between the parties during recent negotiations regarding the Silent C.O.L.A.

The Silent C.O.L.A., the fourth adjustment of 1988, is to be folded into the base rates, effective September 25, 1988. This fold in is estimated at fifteen (15) cents and when calculated in December 1988 the following will apply:

-if calculated adjustment exceeds fifteen (15) cents than the excess will be included in the base rate effective December 18, 1988,

- if the calculated adjustment fails to equal fifteen (15) cents than the Company shall absorb any such shortfall.

Yours truly,

Peter Jovanovich
Director Human Resources

LIFE INSURANCE AND WELFARE BENEFIT PLAN

This **Plan** made and entered into this **15th** day of December, **1988** by and between **Beckers Lay-Tech Inc., Kitchener**, hereinafter referred to as the “Company” and United Rubber, Cork, Linoleum and Plastic Workers of America, Local Union Number **296**, hereinafter referred to as the “Union”.

The Company will establish, maintain and administer a Life and Health Insurance Plan for each eligible hourly paid Employee and eligible dependents which shall consist of and be limited to the benefits as outlined herein.

ARTICLE 1 DEFINITIONS

1.01 The term “Employee” means any male or female who is in the employment of the Company, and is a member of the bargaining unit and referred to hereinafter in the masculine gender.

1.02 The term “Dependent” means a person defined as follows:

- (1)** The spouse of an employee for purposes of any spouse’s benefits payable under the Plan! “spouse” means the person who is legally **married** to the employee, except in the case of a person of the **opposite** sex who has been cohabiting with the employee. and has been publicly represented **as** the **wife** or husband of the employee for at least one year **immediately preceding** the time when that person’s status is required to be determined for the purpose of this plan.

- (2) The unmarried, unemployed children of an employee who are under **21** years of age (or over **21** years of age but under **25** years of age provided such children are in full time attendance at **school**, college or university.)
- (3) Any child of the employee twenty-one years of age or over, mentally or physically infirm and wholly dependent for support upon the insured employee, before his twenty-first birthday, but this does not include the spouse of any such child.
- (4) The **term** "children" shall include stepchildren, foster children and other children who **depend** wholly upon the employee for support and live with the employee in regular parent-child relationship.

1.03 "Physician" means a medical practitioner who is registered under the Ontario Health **Disciplines** Act or such similar statute or law as governs the practice of medicine in the jurisdiction in which any medical, surgical or diagnostic services are rendered to an employee or his dependent

1.04 The term "Lay-off" means the termination of employment of an employee by the Company for an indefinite period, caused by the decision of the Company to reduce or eliminate the work upon which the employee was engaged; "laid-off" or "to be laid off" shall have a like meaning.

1.05 The term "**Retirant**" means any employee who has been retired and is eligible to receive a retirement pension or disability allowance under the Pension and Severance Award Agreement between the Company and the Union.

ARTICLE 2
BENEFITS

2.01 Life Insurance: A principal sum for each eligible hourly paid employee and **retirant** as **follows**:

ELIGIBLE EMPLOYEE:

effective January 1, 1989 - \$20,000

effective January 1, 1990 - \$23,000

effective January 1, 1991 - \$25,000

ELIGIBLE RETIRANT

effective January 1, 1989 - \$8,000

Payment of death benefit will be made in accordance with the terms of the policy issued **by** the Insurance Company to each eligible employee and **retirant**.

2.02 Life Insurance Termination and Conversion Privilege: The policy will continue in force for a **period** of **31** days following **termination** of employment. **During** this period the holder of the policy shall have the privilege of obtaining, without medical examination, a Policy from **the** Insurer according to the terms contained in the insurance certificate.

2.03 Disablement Before Age **65**: If an insured employee becomes totally disabled before attaining the age of **65** years, the life **insurance** policy will **be** extended without payment of premiums in accordance with the terms contained in the insurance certificate.

2.04 Accidental Death and Dismemberment Insurance: An additional principal sum of **\$20,000 effective January 1, 1989; \$23,000 effective January 1, 1990 and \$25,000 effective January 1, 1991** will **be** paid in the case of accidental death or dismemberment of an eli-

gible employee. The principal sum will be payable in the case of death or loss, or loss of use of both hands, both feet or sight of both eyes or any two of those members when such loss occurs within 365 days of the date of the accident and is caused by external, violent and accidental means, Payment of one-half of the above principal sum will be provided for in the case of loss of one hand, one foot or sight of one eye, under the same conditions. The contract will contain such limitations and conditions as are normally found in contracts issued in Ontario for insurance of this type.

- (b) Long Term Disability Plan: Effective December 1, 1987, the Company shall provide Long Term Disability Benefits as herein prescribed to an eligible employee possessing two years of credited service and being totally disabled from any occupation. Such benefits will commence following exhaustion of weekly indemnity benefits and will cease in the event of the following occurrence of: (a) on the month following the month of recovery, or (b) on the month following the month of death, or (c) on the month following the month in which monthly payments equals months of credited service or (d) on the month in which the employee qualifies for a Disability Pension or a full total disability award from Workers' Compensation Board.

To be eligible and continue to be eligible for this benefit such employee shall provide medical evidence or attend a medical examination as required from time to time.

The amount of maximum monthly benefit shall be four hundred (400) dollars per month: per month of credited service to a maximum, duration of forty-eight (48) months of payment.

Effective December 1, 1989 a maximum monthly benefit of six hundred (600) dollars.

It is understood that Welfare Article 3.02 shall have no meaning to the long term disability plan.

Recurrence of Disability: This provision shall take precedence over any recurrent disability provision **under** the Company's weekly indemnity plan; whereas, if a disabled employee while receiving long term disability payments recovers and returns to full-time active employment and becomes disabled within three months of his return to work, a new disability qualifying period shall not be required if disability results from the same cause, in this event the employee will resume his benefit for any balance of long term disability benefit payments only.

Rehabilitation: Refusal to undergo reasonable rehabilitation shall result in disqualifications from Long Term Disability.

2.05 ACCIDENT AND SICKNESS INDEMNITY:

- (a) If an eligible employee is totally disabled due to a non-occupational accident, payment as outlined below will be made to such employee while under the care of a physician for a period not exceeding **52 weeks**.
- (b) Benefits for disability caused through accidental injury as described above will be paid commencing with the **first** day an employee is unable to report for work and is deemed to be disabled by his attending physician.
- (c) If an eligible employee is totally disabled due to a non-occupational sickness, payment as outlined below will be made to such employee while under

the care of a physician for a period not exceeding 52 weeks.

- (d) **Benefits for disability caused through non-occupational sickness as described above will be paid commencing with the 8th day the employee is unable to report for work due to sickness. (This period shall include 5 plant working days),**
- (e) **Benefits for disability caused through surgery will be paid commencing with the first day of the hospital confinement or the day of outpatient surgery excluding cosmetic surgery.**

2.06 The date upon which disability terminates shall be the last day prior to the day upon which the employee's attending physician **states** the employee is able to **resume work**.

2.07 WEEKLY INDEMNITY BENEFIT:

- (a) The amount of weekly indemnity benefits will be an amount equivalent to **66 2/3%** of the employee's average **hourly earnings**, excluding **all premiums**, **times 40 hours** or **66 2/3%** of the employee's average insurable earnings over the last **20 weeks** of insurable **employment** (as used by the Unemployment Insurance Commission), whichever is the greater, to a **maximum of \$339.00** per week.
- (b) The amount equivalent to **66 2/3%** shall be rounded off to the nearest **dollar**. In cases where part of the dollar is equal to or greater than **50 cents**, the amount shall be rounded off to the next highest dollar.
- (c) If the earnings index under the Unemployment Insurance Act should change the criteria for maximum benefits, **the Company may elect to adjust the maximum benefits of \$339.00** to the extent of main-

taining the minimum qualification requirements of the Weekly Indemnity Plan for Unemployment Insurance Act premium reductions.

- (d) In consideration of the amounts in the Weekly Indemnity Benefits outlined in (a) above, the Union and its members agree:

To forego the total rebate or savings to which they might be entitled, in whole or in part, under the Unemployment Insurance Act, as a result of the Weekly Indemnity Plan becoming and remaining approved for any reduction of premium, and that all such moneys shall be retained by the Company.

- (e) Should the provisions included in this section 2.07 fail to meet or fail to continue to meet the criteria required to maintain the Weekly Indemnity Plan as an approved plan for premium reductions under the Unemployment Insurance Act, the Company and the Union will, following the effective date of such legislation or change in the regulations, commence negotiations to amend these provisions providing that such amendments do not increase the aggregate cost of Weekly Indemnity to the Company before the enactment of the legislation or change in the regulations.

2.08 An employee who has received the maximum benefits he is entitled to receive for one disability, who has recovered from that disability and has been back to work for a period of 14 calendar days, will be entitled to benefits with respect to a subsequent period of disability due to the same or related causes.

2.09 Indemnity Calculation: Weekly Indemnity payments will be paid on the basis of a 5 day week and partial weeks will be paid on a daily basis calculated at 1/5

the weekly benefit for each regular working day of disability.

No employee shall be eligible for payment of an indemnity claim either full or in part for any Period for which an employee is receiving other income to which the Company is either directly or indirectly a contributor.

2.10 A female employee shall be entitled to weekly indemnity benefits resulting from pregnancy or related causes only when the Unemployment Insurance Commission eliminates this benefit or the benefit period for pregnancy or related causes Is not covered by U.I.C.

2.11 MEDICAL SERVICES BENEFIT:

The Company will remit the monthly premiums to the Ontario Health Insurance Commission on behalf of each eligible employee and eligible dependent(s), if any, to qualify him or them for the O.H.I.P. benefits in effect. Such premiums shall be paid by the Company for each month an employee or dependent(s) is eligible under Article 3 - Eligibility. For each month in which the employee or dependent(s) is not eligible under this Agreement, the amount of the premium will be deducted from his pay.

2.12 SUPPLEMENTARY HOSPITAL EXPENSE BENEFIT:

In addition to making the premium payments as defined in Section 2.11 above, the Company will provide Supplementary Hospital Expense Benefits for any eligible employee **and** any eligible dependent for the amount charged **by the hospital** for room and board in excess of the expenses covered by the provincial hospital insurance plan up to an amount equal to the difference between the charges for standard ward and standard semi-private

accommodation for each day of confinement to a maximum of **365** days during any one benefit period.

Successive **periods of confinement** in a hospital shall be considered as **occurring** during one Benefit Period unless the employee returns to work **and** completes at least fourteen (**14**) calendar days of full-time employment before commencement of **the later confinement, or is separated by an Interval of at least one (1) month** or unless later confinement is due to causes wholly different from those of the prior confinement; or in the case of a dependent successive periods of confinement are separated by an interval of at least 3 months or unless the later confinement is due to causes wholly different **from** those of the prior confinement.

2.13 Supplementary Health Benefits; The plan will provide for each eligible employee and eligible dependent(s) the following Supplementary Health Benefits:

MAXIMUM BENEFIT

The maximum amount payable under this benefit in respect of any individual in any one **12** month **period** will be:

- (a) **\$20,000** less the amount paid under this benefit in respect of the individual,
- (b) **\$1000** whichever is the greater amount.

EXTENSION OF BENEFITS

If an employee or any eligible dependent is totally disabled on the date of termination of the employee's insurance because of termination of employment, benefits will **be** continued in respect of the disabled individual during **total disability** for a period of up to **90** days following the date of such termination.

ELIGIBLE EXPENSES

Eligible expenses mean reasonable and customary charges for the following services, providing that such services are prescribed by a physician **licensed** to practice **medicine**.

1. Services of registered nurses and **qualified physiotherapists**, **providing** such nurse or **physiotherapist** is not ordinarily resident in the patient's home and is not a relative of the patient;
2. hospital outpatient services and diagnostic laboratory and X-ray examinations not covered **by** a Provincial hospital or medical insurance plan or any other **hospital plan**;
3. prescription drugs dispensed by a physician or by a registered pharmacist on the written prescription of a physician;
4. rental (or purchase at the discretion of the Company) of wheel chair, hospital bed, iron lung or oxygen set or other remedial appliances as prescribed by a physician;
5. trusses, braces and crutches;
6. artificial limbs or eyes or other prosthetic appliances;
7. oxygen, plasma and blood transfusions, surgical dressings or bandages;
8. ambulance services which are certified by the attending physician as **necessary**, including any conveyance which is officially designated as an ambulance in any emergency;
9. the services of a dental surgeon **including dental prosthesis required**, for treatment of a fractured jaw or for the treatment of accidental injuries to natural

teeth within six months of the accident where the injury was caused by external, violent and accidental means;

10. services of a duly licensed medical practitioner rendered while the employee or dependent is **traveling** or resident outside the Province of Ontario, payment to be limited to the amount of the charge which is in excess of the Ontario Medical Association Schedule of Fees and up to the amount which would be reasonably considered for payment if the service were rendered in Ontario;
11. eye glasses purchased on the written prescription of a physician or registered optometrist, subject to a **maximum of \$190.00** during any period of **24** consecutive months. Exclusions - sun glasses for cosmetic purposes, and safety glasses where a prescription is not required.
12. hearing aids on the written **prescription** of a medical doctor to a maximum of **\$500.00** in all, per person, including repairs and batteries. In the case of growing children (up to age **18**) an additional allowance of **\$200.00** per three year periods shall be available for replacement ear pieces;
13. treatment by radium or radioactive isotopes;
14. **room** and board in a licensed private hospital, other than a home for the aged, which is under the supervision of a registered nurse or physician up to **\$15.00** per day for a maximum of **120** days during the lifetime of the insured individual;
15. services of a qualified and registered clinical psychologist in **good** standing up to **\$50.00** for the initial visit and up to **\$25.00** per hour for subsequent treatments to a maximum of **\$400.00** during any period

of **12** consecutive months:

16. services of a registered masseur up to **\$30.00** per treatment for a maximum of **12** treatments during any **period** of **12** consecutive months, provided such treatments are **prescribed** in writing by the patients attending physician;
17. services of a regularly qualified speech therapist which are certified in writing as necessary by the patients attending physician or dentist up to a maximum of **\$350.00** during any period of **12** consecutive months.
18. remedial footwear or Inserts as prescribed by a physician or a doctor of podiatric medicine;
19. “reasonable and customary charges” exclude charges which are in excess of those usually made for the service, treatment or supplies in the absence of insurance, or in excess of the general level of the charges in the area

LIMITATIONS

The insurance under this benefit does not cover charges in respect of;

- injuries or sickness for which benefits are payable under any Workers’ Compensation Act;
- **services** of a physician or surgeon except as provided under “Eligible Expenses”;
- self-inflicted injuries which are not accidental;
- injury or sickness resulting **from** war or from engaging in a riot, illegal disturbance of the **peace**, criminal act;

addiction to **drugs** or alcoholism unless under the care of a physician;

any service for which the individual is not required to pay or for which benefits are received under any other group insurance **policy**;

services for which benefits are payable under any government hospital or medical care insurance plan other than those specified under "Eligible Expenses".

2.14 DENTAL, EXPENSE BENEFIT

The Company will provide for all eligible active employees and eligible dependents, the basic Dental Plan, Rider 1, Rider 2, fully **paid dentures** each three years and fifty percent coverage. for Crowns and Bridges, as detailed in the Dental Listing herein

Regardless of the O.D.A. procedure codes used from year to year, the Company will ensure that the dental benefits continue to be covered as specified in the Article 2.14.

Coverage will be based on the Ontario Dental Association schedule of fees;

Effective **January 1, 1989**, the **1987 O.D.A. Fee Schedule**;

Effective **April 1, 1990**, the **1990 O.D.A. Fee Schedule**.

Payment based on the Ontario Dental Association Schedule of **Fees** provided for general practitioners for the following oral care expenses:

ONTARIO DENTAL ASSOCIATION
CODES AND PROCEDURES

(explanation of codes can be obtained from your Dentist)

Examinations

01110, 01120, 01130

Initial examination of a new patient (once every 3 years)

01200

Re-examination of a previous patient (once every 6 months)

01400

Specific examination

01300, 94400, 94100, 94200

Emergency Examination and/or consultation

Consultations

05100

Treatment Planning-per unit of time

05200

With patient

03100

Another Dental Practitioner

Specific Diagnostic Procedures

04100

Bacteriologic cultures for determining of pathologic agents

04200

Dental carries susceptibility test

04300, 04310

Biopsy, soft-hard tissue

04330
Cytological examination

04400
Pulp Vitality tests

Radiographic Examination and Interpretation
(X-Ray)

02100
Intraoral **periapical** films, complete series (once every 3 years).

02111-02120 (inclusive)
Intraoral **periapical films**, one to ten films

02131-02134 (inclusive)
Occlusal films

02141-02144 (inclusive)
Posterior **bitewing** films (once every 6 months)

02201-02204 (inclusive)
Extraoral **films**

02304
Sinus examination

02400
Sialography

02430
Use of **radiopaque** dyes to demonstrate lesions

02504, 02505
Temporomandibular joint films

02600
Panoramic **film** (once every 3 years)

02701-02705 (inclusive)
Cephalometric films

02800
Interpretation of radiographs **from** another source per
unit of time

02920
Tomography

02930
Hand & wrist (as diagnostic aid for dental treatment)

PREVENTIVE SERVICES

11100, 11200, 11300
Scaling and Polishing (once every 6 months)

12400
Topical **Fluoride** treatment

13200, 13210
Oral Hygiene Instruction (once every 6 months)

43310
Occlusal Equilibration (**8** units of time every
12 months)

Treatment of Dental Caries (Fillings)

39930
Sedative (palliative) dressing

Amalgam Restorations

21101-21105 (inclusive)
Primary teeth

21211-21215 (inclusive)
Permanent Anterior and Bicuspid **teeth**

21221-21225 (inclusive)
Permanent Molar Teeth

21301-21305 (inclusive)
Pin reinforcement

22101, 22102
Silicate restorations

23101-23223 (inclusive)
Acrylic or composite restorations

SURGICAL SERVICES - REMOVAL OF TEETH

Removal of Erupted Tooth - uncomplicated

71101
Single Tooth

71111
Each additional tooth in same surgical site

Surgical Removals

72100
Removal of Erupted Tooth (complicated)

72210, 72220, 72230, 72240
Removal of Impacted Tooth

Removal of Residual Roots

72310
Soft tissue coverage

72320
Bone tissue coverage

Anaesthesia

92110, 92120, 92201, 92202,
92215, 92251, 92252, 92310,
92311, 92330, 92340

Periodontal Services

Diagnosis and Treatment of Gum tissues)

Non-surgical services - per unit of time

11100

Application of displacement dressing

11200

Management of acute infection and other oral lesions

11300

Desensitization of tooth surface

Surgical services

12001

Gingival curettage

12002

Gingivoplasty

12003

Gingivectomy

12100

Osseous surgery

12103, 42104

Osseous grafts - single, multiple site

12200, 42300

Soft tissue grafts

12310

Vestibuloplasty

12500

Post surgical treatment - periodontal - per unit of time

Adjunctive Periodontal services

43200, 43210

Provisional splinting -intracoronal,
extra coronal - per unit of time

43400

Periodontal scaling and root planning - per unit o
time

43600

Special periodontal appliances (including occlusa
guards)

Endodontic Services

31100, 31110

pulp capping

32201, 32202, 32210, 32211

Vital pulpotomy

33100, 33120, 33200, 33220,
33300, 33320, 33400, 33420

Root Canal Therapy

33501, 33502, 33503, 33504,
33511, 33512, 33513, 33514

Apexification

34101, 34102, 34103, 34104,
34111, 34112, 34114, 34115,
34201, 34202, 34203, 34212

Periapical Services

Root Amputation

34401, 34402

Amputation at one root-two roots

Other Endontic Procedures (Preparation of Tooth fo
Treatment)

- 39100
Gingival curettage
- 39110
Alveolectomy
- 39120
Banding of tooth to maintain sterile operating field
- 39210, 39220, 39230, 39300
Hemisection
- 39400
Chemical bleaching only - per unit of **time**
- 39501, 39502, 39503, 39600
Intentional Removal, Apical Filling and **Re-implan-**
tation
- 39901, 39902, 39903, 39904,
39910, 39940, 39960, 39970,
39980, 39985
Emergency **Procedures**
- Surgical Services
- 72410, 72411, 72412
Surgical exposure of tooth
- 72430
Transplantation of a tooth
- 72440
Surgical repositioning of a tooth
- 72450
Enucleation of an **unerupted** tooth and follicle
- 73100, 73110
Aleveoplasty - per unit of time

73119, 73120
Gingivoplasty and/or Stomatoplasty

73133, 73134, 73135,
73140, 73141
Oseoplasty - per unit of time

74108, 74109, 74408, 74409
Surgical Excision

75100, 75110
Surgical Incision

76198, 76210, 76250, 76310,
76350, 76910, 76950, 76951
Fractures

77800, 77810, 78110
Frenectomy

79104, 79301, 79302, 79303
79304, 79305, 79306, 79307
79308, 79401, 79601, 79602,
79603, 79604

Miscellaneous Surgical Services

96100, 96101
Adjunctive General Services Drugs (Injections)

100% payment based on the Ontario Dental Association
Schedule of Fees provided for general practitioners for
the following oral care expenses:

Prosthetic Services

51100
Complete **Maxillary** Denture (once every 3 years)

51110
Complete Mandibular Denture (once every 3 years)

51120, 51300, 51310, 51320,
51600, 51610, 51620

Complete **Maxillary** and Mandibular Dentures (once every 3 years)

52120, 52121, 52220, 52221,
52230, 52231, 52320, 52321,
52400, 52410, 52500, 52510,
52520, 52525, 52530, 52531,
52535, 52600, 52610, 52630,
52800

Removal **Partical** Dentures (once every 3 years)

54240, 54300, 54301, 54302
Denture Adjustments

55101, 55102, 55103, 55104,
55201, 55202, 55203, 55204,
55520, 55530, 55700

Denture Repairs

56200, 56201, 56210, 56211,
56220, 56221, 56230, 56231,
56260, 56262, 56263,
56270, 56271, 56272, 56273

Denture **Rebasing**, Relining

50% payment based on the Ontario **Dental** Association
Schedule of Fees provided for general practitioners for
crowns and bridges:

24101, 24103, 24200, 24201, 24300
Gold **Foil** Restorations

25100, 25200, 25300, 25500
Metal Inlay Restorations

25601, 25602, 25603, 25604, 25605
Retentive Pins

26100, 26700

Porcelain Restorations

**27100, 27110, 27130, 27140,
27200, 27210, 27300, 27310,
27401, 27403, 27411, 27413,
27421, 27500, 27700, 27701,
27702, 27710, 27711, 27712,
27800, 27810, 29100, 29300,
29500, 29510, 29600, 29610,
29800, 29900**

Crowns and other Restorative Services

60100, 60700

Prosthodontic Evaluation (once every 3 years)

**62100, 62200, 62500, 62510,
62600, 62700, 62800**

Pontics (once every 3 years)

65200, 65300, 65400, 65500

Retainers (once every 3 years)

**66100, 66200, 66300, 66400,
66500, 66600, 66610, 66620**

Repairs (once every 3 years)

**67100, 67101, 67110, 67200,
67210, 67400, 67410, 67600,
69300**

Retainers – Crowns (once every 3 years)

**69610, 69620, 69701, 69702,
69703, 69704, 69705, 69800**

Splinting (once every 3 years)

Predetermination of Oral Care Benefits

There will be times when you want to find out what payment you may expect to receive from the Insurance **Carrier** before you begin a plan of oral treatment. This process is called predetermination and we strongly urge you to use it whenever the anticipated cost of the oral treatment exceeds **\$300**.

Simply have your dental **practitioner** write out a treatment plan for you and take this to your Plan Administrator for transmittal to the Insurance Carrier. We will send you a statement of the amount payable by the insurance plan. This **will** allow you to determine your own financial obligation prior to the commencement of treatment.

Limitations

No reimbursement will be made for expenses resulting from:

- services payable **under** any Workers' Compensation Act or any other statute;
- services payable under any government plan;
- self-inflicted injuries;
- services required as a result of war or hostilities of any kind;
- services required as a result of your participation in a criminal offence;
- services performed by a Person who is ordinarily resident in the patient's home;
- services for which reimbursement is payable due to the legal liability of any other party to the extent of such **reimbursement**;

services other than those provided by a dental practitioner except those services which may be **performed** by legally qualified auxiliary personnel under the supervision of a dental practitioner, or those services which may be **performed** by a **paradental** practitioner under the terms of the practitioner's license;

cosmetic services;

crowns placed on a tooth not functionally impaired by **incisal** or **cuspal** damage;

dentures and bridgework (**including** crowns and inlays forming the abutments) to replace any teeth removed before the claimant became insured under this benefit or to replace a tooth or teeth congenitally missing;

dentures which have been lost, stolen, or mislaid;

prosthetic devices which were ordered before the claimant became insured under this benefit, or which were **ordered** while the claimant was insured but are installed more than **30** days after termination of the insurance;

replacement of an existing partial or full denture, bridgework, crown inlay, **onlay**, or periodontal splinting unless;

- (i) the existing denture, bridgework, crown, inlay, **onlay** or periodontal splinting is at least three years old and the replacement takes place at least one **year** after the claimant became insured under this **benefit**,

or

- (ii) the replacement is required to replace an **immediate temporary** denture which was installed while the claimant was insured under this benefit;

- the addition of teeth to an existing partial denture or bridgework unless the addition is required to replace one or more teeth removed while the claimant is insured under this benefit.

ARTICLE 3 ELIGIBILITY

The following regulations **will** determine the eligibility of present and future employees to participate in the benefits provided in this Plan, as set out above.

3.01 An hourly paid employee actively engaged in his duties as of the effective date of this Agreement **shall be** entitled to applicable benefits of the plan for which he may be eligible (and providing he has **fulfilled** the initial eligibility requirements as outlined in Section **3.02**). Present employees not actively at work on the above date, for any reason, **shall become** eligible upon the date of their return to active employment.

3.02 An hourly paid employee hired after the effective date of this Agreement will become eligible for the applicable benefits of the plan on the **first** day of the third month following the month in which employment begins, provided that he is actively employed on the **working** day coincident with or next following that date. An **employee** not actively at work on his eligible date for any reason will become eligible upon the date of his return to active employment.

3.03 Dependents: The eligible dependent or dependents of an eligible employee shall **be** entitled to receive benefits as stated herein on or after the date on which such dependent or dependents are properly enrolled under the plan, except that should a **dependent** actually be a hospital patient on the date the insurance takes

effect, the coverage, other than that provided by the Ontario Hospital Insurance Plan for such dependent, will be postponed until he or she is discharged **from** the hospital.

3.04 An employee will be considered to be single and without dependents until he has properly enrolled his dependents. He may be required to furnish such proof as the Company may reasonably require to establish the eligibility of any person claimed as a dependent.

3.05 An employee shall inform the Company promptly of any changes **in** his status or **that** of his dependents which would affect his or their eligibility under the plan.

3.06 Leave of Absence, Sickness, Injury or Pregnancy: When an eligible **employee** is **granted** leave of absence from work **because of sickness**, injury or pregnancy, **applicable** benefits of the plan for the employee and his **dependents** will be **maintained** for a **period commencing** with the **first** day of the month following the date such leave commenced and equal to the amount of seniority the employee had at the start of such leave but not to exceed a maximum period of **18** months.

3.07 Expiration of Leave of Absence Benefits: An employee, who is unable to **return** to work at the expiration of the **period** of leave of absence for which he is eligible for benefits as set out **above**, and continues coverage, for himself and dependents, for all benefits, except weekly **indemnity**, by **payment** monthly in advance to the Company of **the total premiums applicable** to such **benefits**. Such payment will be the responsibility of the employee. This privilege will **terminate** on **termination** of employment (including lay-off) or termination of the plan or failure to pay premiums.

3.08 Personal Leave of Absence: An **employee** who is granted leave of absence for any reason **other than** sickness, **injury or pregnancy** after becoming eligible for the plan, shall continue to be eligible for all benefits for himself and dependents, except weekly indemnity, **until** the end of the month following the month in which such absence commences.

3.09 Employee not Eligible for Leave of Absence: An employee **eligible** for the benefits of **the** plan who has not established seniority and, therefore, not entitled to leave of absence, whose employment is terminated **because** of absence due to disability in excess of one week shall cease to **be** eligible for benefits as of the date of termination except for life insurance conversion privilege as **outlined** herein.

3.10 Lay-Off: An employee who is temporarily laid off for a **period** not exceeding **31** days shall continue to **be** eligible for all benefits of the plan.

An employee laid off **for** an indefinite period, whose employment is thereby terminated, shall continue to **be** eligible for all benefits, except weekly indemnity, until the end of the month following the **month in** which such lay-off **occurs**.

However, if at the **time** of lay-off the employee **is** eligible for and continues to receive Supplemental Unemployment Benefits, **except in the case where the fund does not provide benefits** coverage for all benefits, except Weekly Indemnity, will **be** continued up to a maximum period ceasing at the end of the sixth month following the month in which such lay-off occurs.

3.11 Return from Leave of Absence or Lay-off: An employee, who had previously been eligible under the plan and who returns to regular employment after lay-off

and prior to loss of seniority rights or leave of absence where benefits have expired shall **be** eligible for benefits on the first day that he returns to work.

3.12 Termination of Employment: An employee, except a **retirant** or laid-off employee, whose employment is terminated for any reason shall cease to be eligible for benefits to which he may be entitled under this plan as of the date of termination except for extended termination benefits and the provision that Life Insurance will continue for **31** days under the conversion privilege.

3.13 Dependents of an employee shall cease to be eligible for benefits under this plan on the date on which the employee ceases to be eligible, and in **the** case of the death of an employee, at the end of the month following the month in which said death occurs.

3.14 Retirement: An employee who becomes a **retirant** and continues to **remain** eligible for a retirement pension or disability allowance but these benefits shall not be applicable to a person who may be eligible for a Deferred Vested Pension, shall continue to **be** eligible for the **benefits** then in effect as herein outlined:

- **retirant** life insurance,
- medical services benefit,
- supplementary hospital expense benefit,
- supplementary health benefit, and
- dental expense **benefit**.

3.15 Extended Termination Benefits: In all cases of termination of coverage while the **plan** is in effect, **the** eligible employee or dependents will be covered for Supplementary Hospital Expense Benefit and Supplementary Health Benefits for a **90** day Period if

total disability exists continuously from date of **termination** and treatment is given within the **90** day period.

3.16 Where an insured person is insured under another group insurance plan for Medical Services, Supplementary Hospital or Supplementary Health, benefits will not be payable with respect to that portion of any eligible expense for which benefits are paid by the other **plan**.

Benefits for eligible expenses incurred by an insured dependent will be determined on **the** following basis if the dependent is also insured under another group insurance plan:

- (a) Benefits will not **be** payable with **respect** to that portion of an expense which is eligible for reimbursement by another plan where the dependent is an insured Person **under** the other plan.
- (b) Benefits will be reduced by the amount of the reimbursement made by another plan where the dependent is also insured as a dependent under the other plan.

ARTICLE 4

GENERAL PROVISIONS

4.01 The Company shall have the sole responsibility and authority consistent with the provisions of this Agreement for the operation and administration of the Plan.

4.02 The Company may enter into a contract or contracts with an Insurance Company or Companies, or such other **organizations** as it may choose, to provide benefits as outlined under this contract, and upon so doing will **be**

relieved of any individual liability to any employee **other** than to maintain such **contract** or contracts in force.

4.03 The employee shall complete any application or questionnaire relating to himself and to the number, sex and age of his dependents or the facts pertaining to a claim for benefit presented to him by an insurer through the Company or otherwise.

4.04 The insurer shall issue or cause to **be** issued a certificate to each employee eligible for benefits which will describe the benefits and privileges provided by the insurer.

4.05 The Company shall have the right, and an **employee claiming payment of disability** shall afford an **opportunity, to examination of the person** of the employee or his dependent, by a physician appointed by it, when and as often as it may reasonably require while a claim for a benefit is pending.

4.06 Exclusions - General: Benefits outlined in this plan for employee or dependents, where applicable, will not be payable for sickness or injury covered under the Workers' **Compensation** Act of Ontario or other laws for which the employee is entitled to receive indemnity or arising in the course of service in the **Armed** Forces, or contracted or sustained as a direct or indirect result of war, engaging in a riot, illegal disturbance of the peace, criminal act or addiction to **drugs** or alcoholism unless under the care of a physician.

4.07 No payment of claim will be made if the employee fails to meet the requirements of the insurer with respect of proof and time limitations under regulations **normally** included in policies written in Ontario.

4.08 Proof of claim on forms furnished by the Company must **be** submitted to the Company by the

employee within ninety days after the commencement of any disability for which weekly sickness and accident indemnity, hospitalization benefits are payable.

4.09 If a disagreement shall arise between the Company or its insurer as the case may be, and an **employee** as to whether such employee is, or continues to ~~be~~, suffering from bodily injury or sickness of a degree, extent, and type that gives rise to a claim for benefits under the plan, such disagreement shall **be** resolved as follows:

The **employee** or disabled **person** shall be examined by a **physician appointed** for that purpose by the **Company** or the insurer and by a physician appointed for that purpose by the Union. If they shall disagree concerning the kind and nature of the disability, the question shall **be** submitted to a third **physician selected** by the said two physicians. The **opinion** of the third physician after **examination** of the disabled **person** and consultation with the other two physicians, shall be accepted by the Company or the insurer, the Union and the employee as **irrebuttable** evidence of the facts therein disclosed, and the degree, extent and **type** of disability suffered by the disabled person. The ~~fees~~ and expenses of the third physician shall be shared equally by the Company or the insurer and the Union.

4.10 If a disagreement shall arise between the Company and an **employee** with reference to **eligibility** for **benefits** or **payment of** claims under the **plan**, or if a disagreement shall arise between the Company and the Union as to whether the Company has provided and continues to provide benefits as **hereinbefore** described, such disagreement may be taken as a grievance under the grievance provisions of the Collective Labour Agreement then in effect, omitting, however, all steps preceding **pre-**

sentation of the grievance to the Human Resources Manager. If any such grievance shall be taken to arbitration **in accordance** with such procedure, the arbitrator or board of arbitration, insofar as it may be necessary to determination of such grievance, shall have authority only to interpret and apply the provisions of this Agreement and of the Collective Bargaining Agreement. He or it shall have no authority to add to or subtract **from** any provision of this Agreement or to waive or fail to apply any requirement of eligibility for benefit under the Agreement. Their decision on any grievance properly referred shall be binding upon the Company, Union and the Employee.

4.11 Subrogation: Where an employee or dependent receives Weekly Indemnity Benefits, or payment for **Hospitalization**, expenses or other payments to him or on his behalf by reason of bodily **injury** or sickness in respect of which some third party is under legal liability, the Company or the insurer at the Company's option, shall be subrogated to the employee's or dependent's right to compensation for the cost of the benefits and for services provided in respect of such bodily **injury** or sickness to the extent of the amount paid by the **Company** either directly or indirectly, or through coverage provided by the insurance policy in respect thereof and the employee by acceptance of the benefits, will undertake that he or the **dependent** so entitled to **compensation**, shall prosecute **such** claim against the third **party** at the expense of and to the extent directed by the **Company** **what** it is entitled to receive as aforesaid together **with** any expenses it may have paid or incurred, from any moneys recovered from such third party, and he or the dependent will do all acts, and execute all documents necessary to permit the Company to obtain the benefit of this clause.

ARTICLE 5
SUPPLEMENTAL AGREEMENTS

Supplemental agreements between the parties in writing and signed by the parties shall be binding and shall form part of the Life Insurance and Welfare Benefit Plan Agreement provided they refer to this Article 5.

ARTICLE 6
MODIFICATION OR TERMINATION

6.01 The plan is subject to such amendment from time to time ~~as~~ may be necessary to meet the requirements of any applicable Federal or Provincial laws, orders of regulations, and the relevant provision of the Insurance Act of Ontario shall ~~be~~ deemed to apply except to the extent that such provisions may be waived or are superseded by the express provisions of the **Plan**.

6.02 If at any time a Federal or provincial Government passes legislation which directly or indirectly has the effect of providing benefits similar to one or more of the benefits described in the plan for which the employees as a class shall be eligible, this Plan shall terminate in respect of that benefit or benefits upon the expiration of thirty (30) days after the proclamation of such statute or upon the date of the statute comes into effect, whichever is later. During such thirty (30) day period or such longer period as may expire after date of proclamation of the statute, the **parties** will ~~meet~~ for the purpose of negotiating any amendments required or desirable to assure that the aggregate of the statutory benefits and the benefits provided under this plan shall approximate in hind and money value the benefits provided under the plan before said statutory enactment.

6.03 Amendments to this **Plan** may be made by mutual consent of both parties. **proposed** amendments shall be submitted in **writing by the party** desiring a change, and **negotiations** thereon shall start within **twenty days** of such notice. During the negotiations and **thereafter**, if no conclusion is reached, the provisions of the **Plan shall remain in effect**.

6.04 **In the event of termination of the Collective Labour Agreement by strike or Lockout, the benefits described in this Life Insurance and Welfare Benefit Plan shall be provided for ninety (90) days following termination.**

The termination of this Agreement shall not have the effect of automatically discontinuing the payment of benefits insofar as It affects the benefits-payable with respect to disabilities which were suffered or incurred prior to the date of termination.

**SUPPLEMENTAL UNEMPLOYMENT
BENEFIT PLAN**

THIS Plan made and entered into December 15, 1988, by and between **Beckers Lay-Tech Inc., Kitchener**, hereinafter referred to as the "Company" and Local Union No. 296, United Rubber, Cork, Linoleum and Plastic Workers of America, hereinafter referred to as the "Union".

WHEREAS: The parties hereto established a Supplemental Unemployment Benefit Plan by Agreement dated 15th day of February, 1968 and

WHEREAS: The parties have agreed to certain modifications and amendments of the Plan,

Now, therefore, it is mutually agreed as follows:

**ARTICLE I
DEFINITIONS**

As used herein:

1. "Company" means **BECKERS LAY-TECH INC., Kitchener**.
2. "Union" means Local Union No. 296, United Rubber, Cork, Linoleum and Plastic Workers of America.
3. "Plan" means the Supplemental Unemployment Benefit Plan, established by this **Agreement, between** the Company and the Union.
4. "Trustee" means the trustee of the General Fund established under the Plan.
5. "Collective Agreement" means the Collective Labour

Agreement, dated December **15, 1988**, between the Company and the **Union** as may be amended or supplemented, or any successor agreement.

6. "Bargaining Unit" means the unit of employees covered by the Collective Agreement.
7. "Employee" means an employee of the Company who, during the life of this Agreement, is in the Bargaining Unit as defined in and covered by the Collective Agreement. This plan specifically **excludes** payments into the fund and payment of benefits from the fund on behalf of the part time employees.
8. "Regular Benefit" or "Weekly Supplemental" means a Weekly Benefit as is payable under Article VII, Section 1, of this plan.
9. "Short Week Benefit" means such Weekly Benefit as is payable under Article **XII** of the Plan.
10. "Benefit" means a Regular Benefit or a Short Week Benefit or both, as indicated by the context.
11. "Fund" or "General Fund" means a trust fund maintained under this Plan from which Benefits may be payable to employees.
12. "Seniority" means the seniority status in accordance with the Collective Agreement,
13. "Active Payroll" An employee is on the active payroll in any pay period for which he draws pay while in the Bargaining Unit.
14. "Plant" means **Beckers Lay-Tech Inc., Kitchener.**
15. "Unemployment Insurance" means the system or program, established by law, for paying benefits to persons on account of their unemployment, under

- which an individual's eligibility for benefit payments is not determined by application on a "means" or "disability" test, and an "unemployment Benefit" means a Benefit payable under such system
16. "Credit Unit" means a unit, or fraction thereof, credited to an employee under the Plan.
 17. "Work Week" or "Pay Period" means a calendar week beginning on Sunday at the regular starting time of the shift to which the employee is assigned or was last assigned immediately prior to being laid off.
 18. "Full Week" or "Week" when used in connection with the period of lay-off means (i) a period of lay-off equal to a work week or (ii) a work week for which an employee shall have been scheduled or offered work for less than 20 hours, including hours paid for but not worked, and "full week of lay-off" shall include any such week, or (iii) with respect to a Short Week Benefit payable to an employee, a work week during which the Compensated or Available Hours (as defined in Article XII, Section 2) total less than the number of hours in his Standard Work Week, but not to exceed 40; provided, however, that if there is a difference between the starting time of a full week and of a week under the Unemployment Insurance system, the full week shall be paired with the week under the Unemployment Insurance system which corresponds most closely thereto in time. Each week within a continuous period of lay-off does not constitute a new separate lay-off.
 19. (a) "Average Hourly Earnings" for the purposes of this Plan, means the straight time hourly earnings of the applicant and shall be based on the applicant's last three weeks of employment in the Bargaining Unit on the most recent job on which he had job

seniority. Such "Average Hourly Earnings" shall be determined by dividing the applicant's earnings including Night Shift Bonus, but excluding overtime and all other premium payments, by the corresponding straight time hours worked during that same three week **period**.

If a general wage increase has become effective between the **period** for which average hourly earnings has been calculated and the date of lay-off, such general wage increase **shall** be added to the average hourly earnings so calculated.

In order to provide a minimum appropriate to the current wage scales in the **plant**, the average hourly earnings shall in no **case** be **deemed** to be **less** than seven dollars (**\$7.00**) per hour for the **purpose** of calculating the benefits payable.

- 19 (b) "Short Work Week Average Hourly Earnings" means the straight time hourly earnings of an employee and shall be determined by dividing the employee's earnings including night shift bonus but excluding all other premium payments during the last pay period preceding the Short Work Week, by the corresponding straight time hours worked **during** the same pay **period**.
20. "Dependents" means any person **recognized** as such under the provisions of the Dominion Unemployment Insurance Act, 1955, by the Unemployment Insurance **Commission**.

ARTICLE II
ESTABLISHMENT OF FUND

The Company shall establish and maintain a Fund in accordance with this Supplemental Unemployment Benefit Plan, with a chartered bank or **qualified** trust company, selected by the Company **as Trustee**. The Company's contributions shall be made into the Fund, the **assets of which** shall be held invested and applied by the **Trustee**, all in accordance with the Plan. Benefits shall **be** payable only from such Fund. The Company shall provide in the contract with the Trustee that the Fund shall **be** held in cash or invested only in general obligations of the Government of Canada and/or the Government of a Canadian Province and/or any institution meeting the requirements of the Plan.

ARTICLE III
MAXIMUM FUNDING
AND TRUST FUND POSITION

Section 1. Maximum Funding

There shall be a Maximum Funding of the Fund for each calendar month (and for each pay period when required by the provision of Section 2 of this Article). The Maximum Funding of the Fund for each month after the effective date of this Plan **shall** be determined by multiplying **the** sum of (a) the number of employees on the active payroll and (b) the number of persons laid off from work who are not on the active payroll but who have Credit Units by (c) **\$750.00**.

The above number of employees and persons shall **be** as determined by the Company from its records as of the

latest date for which the figures are available prior to the first Monday in the month for which the Maximum Funding is being determined (or prior to the pay period, if the Maximum Funding is being determined for a pay period).

Section 2. Trust Fund Position

There shall be a Trust Fund Position (stated as a percentage) for the Fund for each calendar month. The Trust Fund Position for the Fund for any particular month shall be determined by dividing the current market value of the total assets in such Funds as of the close of business on the Friday preceding the first Monday of such month, as certified by the Trustee, by the Maximum Funding of such Fund for such month. The Trust Fund Position for the Fund for any particular month shall be applied in connection with such Fund for all purposes under the Plan to each of the pay periods beginning within such month: provided, however, that whenever the Trust Fund Position for the Fund for any particular month is less than ten percent (10%), such Trust Fund Position shall be applied in connection with such Fund for all purposes under the Plan only to the first pay period beginning within such month, and thereafter there shall be determined a trust Fund Position (stated as a percentage) for such Fund for each pay period until the Trust Fund Position for a particular pay period equals or exceeds ten percent (10%). When the Trust Fund Position for a particular pay Period equals or exceeds such percentage, such Trust Fund Position shall be applied in connection with such Fund for such purposes to each pay period until a Trust Fund Position for the following calendar month shall be applicable pursuant to this Section. The Trust Fund Position for the Fund for a particular pay period shall be determined by dividing the current market value of the total assets in such fund at the close of busi-

ness on the Friday preceding such **pay** period, as certified by the Trustee, by the **Maximum Funding** of such Fund for such pay period.

Section 3. Finality of Determinations

No adjustment in the Maximum Funding or the Trust Fund Position of the Fund shall be made on account of any subsequently discovered error in the computations or the figures used in making the computations, except (i) in the case of an error in bad faith, or (ii) in the case where after discovery of an error **adjustment** is practicable, and then the adjustment shall **only** be prospective in effect, unless such adjustment would be substantial in the opinion of the Company. Nothing in the foregoing shall be construed to excuse the Company from making up any shortage in its contributions to the Fund.

ARTICLE IV CONTRIBUTIONS BY COMPANY

Section 1. Company Contributions

Commencing with the pay period beginning December **16, 1979**, and with respect to each pay period thereafter, for which the applicable Trust Fund Position of the Fund is less than **100%**, the Company shall make a **contribution** to the Fund of an amount to **be** determined by multiplying six cents (**\$.06**) by the total number of hours for which **employees** shall have received pay from the Company **for** such pay period (or such lesser amount as will bring the total market value of the assets in the General Fund up to their Maximum Funding for such Fund).

Commencing with the pay period beginning December **15, 1988**, and with respect to each pay period thereafter,

for which the applicable Trust Fund Amount is less than the figure shown in Column A; the Company shall make a contribution to the Fund of an amount to be determined by multiplying the applicable figure in Column B by the total number of hours for which employees shall have received pay from the Company for such pay period (or such lesser amount as **will** bring the total market value of the Fund to the then-applicable Trust Fund Amount in Column A, in which case, the remainder of said total number of hours shall be multiplied by the next lower figure in the applicable Column B).

| <u>Column A</u> | <u>Column B</u> |
|-----------------|-----------------|
| \$150. or less | .13 |
| \$300. or less | .12 |
| \$450. or less | .11 |
| \$550. or less | .10 |
| \$650. or less | .09 |
| \$750. or less | .08 |

Notwithstanding any other provisions of this Plan, the Company shall not be obligated to make any contributions to the Fund with **respect to any pay period** for which the applicable Trust Fund Position of such Fund is 100% or more, and no contribution to the Fund for any pay period shall be in excess of the amount necessary to bring the total market value of the assets in such Fund up to the Maximum Funding for such Fund.

Section 2. When Contributions Are Payable

Contributions by the **Company** to the fund shall be made on or before the close of business on the first **regularly** scheduled work day in the calendar week following the pay day for the work week with respect to which contribution is being made. Except that in periods in which

the Trust Fund Position equals or exceeds **10%**, weekly contributions may **be** accumulated and made on or before the close of business in the **first** regularly scheduled work day of the calendar week in which the Friday used for determining the Trust Fund Position falls.

ARTICLE V ELIGIBILITY FOR BENEFITS

Section 1. Application for Benefits

No person shall **be** eligible for a Benefit unless and until he shall have made **due** application therefore in accordance with the procedure established by the Company under the Plan and **shall** have met the eligibility requirements of Section 2 of this Article.

Section 2. Eligibility for Regular Benefits

An applicant shall be eligible for a Regular Benefit only if he is on lay-off from the Company with respect to the week for which application is made and the first day of such week is on or after February **11, 1969** and if

- (a) such lay-off:
 - (1) was from the Bargaining Unit covered by the Collective Agreement;
 - (2) occurred in a reduction of force or temporary lay-off and was not the consequence of a condition which qualified the applicant for Benefits under any Agreement between the parties which provides for Severance Pay, Retirement or Disability Allowance or Weekly Sickness Indemnity;
 - (3) was not for disciplinary reasons;

- (4) was not a consequence of (i) any strike, slow-down, work stoppage, picketing (whether or not by employee), or concerted action, at the Company Plant, or any dispute of any kind involving employees, whether at the Company Plant or elsewhere, or (ii) any fault attributable to the applicant or (iii) any war or hostile act of a foreign power (but not government regulation or controls connected therewith), or (iv) sabotage, or insurrection, or (v) any act of God, however, this subsection (v) shall not apply to the first two (2) weeks of lay-off resulting from such cause.
- (b) with respect to such week, the applicant:
- (1) has to his credit at least **one-quarter (.25)** Credit units;
 - (2) has registered at and has reported to an office maintained by the **Unemployment** Insurance Commission and has **reported to** an employment office maintained by the manpower department and has not failed or refused to accept employment deemed suitable under such Unemployment Insurance; provided, however, that this requirement shall not **apply with respect** to a week of temporary **lay-off** during which the employee is eligible for a Benefit under the Plan but is ineligible for Unemployment Insurance Benefit solely for the reason set forth in Section 2 (b), (3) (iv) of this Article:
 - (3) has received an Unemployment Insurance Benefit not **currently** under **protest** or was **ineligible** to receive such a benefit only (i) because the week was a second “waiting week” within his benefit year under the Unemployment Insurance System, or was an Unemployment Insurance

System "waiting week" immediately following a week for which he received an Unemployment insurance System Benefit, or occurring within less than 52 weeks since his last Unemployment Insurance System "waiting week" (ii) because he did not have, prior to his lay-off, a sufficient period of work in employment covered by the Unemployment Insurance system or (iii) because of a limit under the Unemployment Insurance system of the period of time for which & employment Insurance Benefits are payable to the applicant, provided, however, a Benefit shall be payable under the foregoing only in the period between the last day Unemployment Insurance Benefits were payable and the last day Unemployment Insurance Benefits would have been payable if the applicant had been entitled to fifty-two (52) weeks of Unemployment Insurance payments; or (iv) because he was employed by the Company or otherwise compensated as defined under the provisions of the Unemployment Insurance system in an amount equal to or in excess of the amount which disqualified him from an Unemployment Insurance Benefit;

- (4) has had at least one (1) full week of lay-off by the Company in the current Unemployment Insurance Commission benefit period, for which he received no benefit under the S.U.B. plan, though otherwise eligible for such a benefit apart from this paragraph 4; or, has had a waiting week in such benefit period in which he receives income sufficient to disqualify him for an Unemployment Insurance benefit provided he would otherwise be eligible for a benefit under the terms of this S.U.B. plan;

- (5) has not (i) refused an offer by the Company of available work which the Company may properly require him to accept under the provisions of the Collective Agreement, or has not (ii) refused to accept work when first recalled pursuant to the Collective Agreement;
- (6) has appeared personally and reported during such week at the location designated for that purpose if required by the Company, pursuant to the Article XI;
- (7) was not eligible for, and was not claiming, any accident or sickness or other disability Benefit (other than a survivors allowance) whether publicly or privately financed, or a Pension or Retirement Benefit financed in whole or in part by the Company; provided, however, eligibility for, or the claiming of any such disability Benefit shall not disqualify an applicant for a Benefit, if the applicant would have been eligible for such disability Benefit had he been actively at work and the receipt of such disability Benefit payment does not disqualify him from receiving an Unemployment Insurance Benefit;
- (8) was not in the services of the Armed Forces of Canada;
- (9) did not receive any Unemployment Benefit from or under any contract, plan or arrangement of any other employer, and he was not eligible for any Benefit from, or under any contract, plan or arrangement of, any employer with whom he has greater seniority or service than with the Company; and
- (10) has a Benefit computed under the Plan of at least

Two Dollars (\$2.00); provided that any Benefits denied by reason of this paragraph shall be accumulated and paid at the end of each thirteenth week of Benefits or at the time the last Benefit is due as a result of a lay-off, whichever is earlier.

- (11) was not eligible for a Short Week Benefit under Article XII.

Section 3. Appeal From Denial of Unemployment Insurance Benefit

- (a) With respect to any week for which an applicant for a Weekly Supplemental Benefit has applied and has been denied an Unemployment Insurance Benefit, which denial is being appealed by the applicant through the procedure provided therefore under the Unemployment Insurance system, the Weekly Supplemental Benefit shall not be paid to the applicant, but, if the applicant is eligible to receive a Weekly Supplemental Benefit under the Plan except for such denial, of the Unemployment Insurance Benefit, an amount equal to such Weekly Supplementary Benefit shall be withdrawn and set aside by the Trustee in a separate account until such dispute shall have been determined. If the dispute shall be finally determined in favor of the applicant, the amount in such separate account shall be paid to him; if the dispute shall be finally determined adversely to the applicant, the amount in such separate account shall be returned to the Fund.
- (b) During the period that payment of a Weekly Supplemental Benefit for any week is suspended pursuant to subsection (a) of this Section 3, the number of Credit Units which would be cancelled because of such payment shall be held in suspension pending the outcome of such dispute; provided that if an applicant with Credit Units so held in suspension is

at **any** time **eligible** to receive a Weekly Supplemental Benefit except that he does not **have sufficient** Credit Units (other than those held in **suspension**) to entitle him to such Benefit, the Trustee shall pay to him the amount of such Weekly Supplemental Benefit out of the amount previously set aside in a separate account as provided in subsection (a) of this Section 3, and shall cancel the **appropriate** number of the **applicant's** Credit Units which have been held in **suspension**. Upon the determination of such **dispute**, such Credit Units as are still held in **suspension shall** be cancelled or **re-instated** in such manner as will place the applicant in the same **position** with respect to Credit Units **(i)** as he would **have** been had the payment been made as applied for, if such dispute shall be determined in his **favor**, or **(ii)** as he would have been had such payment not **been** applied for, if such dispute shall be determined against him or if he shall effectively withdraw his appeal against the denial of such Unemployment Insurance Benefit.

- (c) Amounts so withdrawn and set aside by the Trustee nevertheless shall **be** included in computing the Trust Fund Position of the Fund. Credit Units so held in **suspension, pending** the outcome of such dispute, shall not **be considered** as cancelled in **determining** the number of **persons** laid off who have Credit Units in computing the Maximum Funding,

ARTICLE VI CREDIT UNITS

Section 1. Accrual of Credit Units

- (a) Credit Units shall have no **fixed** value in terms of

either time or money, but shall be a means of determining duration of benefits under the varying circumstances from time to time prevailing. Credit Units shall be credited to the employee *currently* and at the rates specified in subsection (b) of this Section, provided, however, that;

(1) No employee may have to his credit in the aggregate at any one time more than **one hundred and thirty (130)** Credit Units under this Plan as specified below, no more than seventy-eight (78) of which may have been accumulated prior to December 16, 1982.

| Years of Employee's seniority | Maximum Credit units |
|--------------------------------|----------------------|
| Less than 5 years | 52 |
| 5 years but less than 15 years | 78 |
| 15 years or more | 130 |

(2) a - No employee shall be credited with any Credit Unit prior to the first day as of which he has at least one (1) year of seniority and is on the Active Payroll in the Bargaining Unit, but as of such day he shall be credited with Credit Units for work weeks subsequent to his seniority date at the rate specified in subsection (b) of this section.

For the purposes of this sub-paragraph 1 (a), 2(a) only, an employee shall be considered to be on the Active Payroll and shall be allowed to accumulate credited seniority during:

- (I) a period of lay-off, not exceeding forty-five (45) days, immediately preceding the date on which he would have attained one year of seniority had he not been laid off;
- (II) a period of unauthorised absence not in excess of

seven (7) calendar days;

(III) a period of **authorized** leave of absence, but not exceeding the **first ninety (90) days** of such **authorized** leave of absence;

(IV) a period of absence while receiving Workers Compensation Benefits;

(V) a period of disciplinary suspension, not **exceeding 14** calendar days.

(b) For work weeks commencing on or after January 10 1971, Credit Units shall be credited at the rate of one-half (.50) of a Credit Unit for which the employee draws pay (Credit Units accumulated prior to January 10, 1971, having been accumulated at the rate specified in the Supplemental Unemployment Benefit Plan between the parties dated March 28, 1968).

(c) For the purpose of *accruing* Credit Units under this Section, a full work week for an **employee** means a work week occurring while he is in the **Bargaining Unit** and for which he draws pay for at least **twenty (20)** hours.

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

Section 2. Forfeiture of Credit Units

A person shall forfeit permanently all Credit Units which he shall have been credited if at any time:

(a) he shall lose his seniority under the **provisions** stipulated in the Collective Agreement;

- b) he shall be on lay-off from the Bargaining Unit for a continuous **period** of thirty **(30)** months, or
- c) he shall wilfully **misrepresent** any material fact in connection with an application by him for Benefits under the Plan.

Section 3. Transfers out of or into Bargaining Unit

If an employee is transferred out of the Bargaining Unit his Credit Units shall be cancelled. They shall be reinstated, however, if he is transferred back to the Bargaining Unit with, or after he acquires, at least one year's seniority therein.

An **employee** of the **Company** excluded from the Bargaining Unit who has **transferred** to a **job** within the Bargaining Unit, according to the **stipulations** of the Collective Agreement, shall accrue Credit Units for his full weeks worked in the Bargaining Unit and shall **be** credited with such Credit Units when he is credited with at least one year of seniority.

ARTICLE VII AMOUNT OF WEEKLY SUPPLEMENTAL BENEFIT

Section I. Amount of Regular Benefit

- (a) The Weekly Supplemental Benefit payable to any eligible applicant for each full week of continuous lay-off beginning on or after the effective date of this Plan shall be an amount which when added to his Unemployment Insurance Benefit and other Compensation, will equal eighty percent (80%) of

his weekly **straight** time pay as provided in subsection (b) of this section.

- (b) For the purpose of this Article, an applicant's weekly straight time pay **shall be** computed by multiplying his average hourly **earnings** as defined in Article 1 by 40.

Section 2. Unemployment Insurance and Other Compensation

- (a) For all purposes of this Article, "Unemployment Insurance and other compensation" shall mean:

(1) all amount by which the applicant's earnings or remuneration, or otherwise, as defined under the law of the Unemployment **Insurance** Regulations, exceed the allowable earnings under Unemployment Insurance regulations;

(2) all amount he would have received from the Company for hours scheduled or offered him but not worked; the amount being computed on the basis of "Average Hourly Earnings" **as** herein defined;

(3) the amount of all other Benefits in the nature of compensation or Benefits for Unemployment received or receivable under Municipal, Provincial, or Federal laws and regulations.

Section 3. Insufficient Credit Units for Full Benefit

If an applicant shall have available less than the full number of Credit Units required to be cancelled for the full amount of the Weekly Supplemental Benefit (as set forth in Article VIII) for any week for which he is **other-**wise eligible, he shall be paid only that portion of such Weekly Supplemental Benefit as bears the same relation to the full amount thereof as his available Credit Units

Bear to the Credit Units required to ~~be~~ cancelled for such full amount, but no payment shall be made if such payment would be less than Two Dollars (~~\$2.00~~).

Section 4. Effect of Low Trust Fund Position

Notwithstanding any of the other provisions of the Plan, if, and as long as the applicable Trust Fund Position for any week shall be less than four percent (~~4%~~), no Weekly Supplemental Benefit for such week shall be paid.

Section 5. Withholding Tax

The Trustees shall deduct from the amount of any Benefit as computed under the Plan any amount required to be withheld by the ~~Trustee~~ or the Company by reason of any law or regulation, for payment of taxes or otherwise to any Federal, Provincial, or Municipal Government.

Section 6. Union dues Deduction

The Trustee shall deduct from benefits, Union membership ~~dues~~ of those employees who so ~~authorize~~ by a written assignment in such amount as may ~~be~~ fixed by the local Union.

ARTICLE VIII

DURATION OF BENEFITS

Section 1. Number of Weeks of Benefits

The number of weeks for which an eligible applicant shall receive a Weekly Supplemental Benefit payment shall be determined on the basis of the number of his Credit Units and the Trust Fund Position applicable to

the weeks for which Weekly Supplemental Benefits are paid to him When all of an eligible applicant's Credit Units have been cancelled, he shall be entitled to no further Benefits until he shall have been credited with additional Credit Units.

Section 2. Credit Units to be Cancelled on Payment of a Benefit

The number of Credit Units to be cancelled for any Weekly Supplemental Benefit shall be determined on the basis of the (i) seniority, of the person to whom such Benefit is paid, at the time of his lay-off; plus, up to 45 days of credited seniority accumulation if such person was laid off not more than 45 days prior to the date on which he would have attained one (1) year of seniority, had he not been laid off, and (ii) the Trust Fund Position applicable to the week for which such benefit is paid, in accordance with the following table:

And if the seniority of the person to whom such Benefit is paid is:

| | | | | |
|---------------|----------------|----------------|----------------|---------------|
| 1 | 5 | 10 | 15 | 20 |
| But | But | But | But | Yrs. |
| Less | Less | Less | Less | & |
| Than | Than | Than | Than | over |
| <u>5 Yrs.</u> | <u>10 Yrs.</u> | <u>15 Yrs.</u> | <u>20 Yrs.</u> | <u> </u> |

If the Trust Fund Position applicable to the week for which such Benefit paid is:

The Credit Units cancelled for such Benefit shall be:

| | | | | | |
|-------------|------|------|------|------|------|
| 80% or over | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| 70 - 79.99% | 1.15 | 1.00 | 1.00 | 1.00 | 1.00 |
| 60 - 69.99% | 1.30 | 1.15 | 1.00 | 1.00 | 1.00 |

| | | | | | |
|-------------|------------------------|------|------|------|------|
| 50 - 59.99% | 1.50 | 1.30 | 1.15 | 1.00 | 1.00 |
| 40 - 49.99% | 2.00 | 1.50 | 1.30 | 1.15 | 1.00 |
| 30 - 39.99% | 2.50 | 2.00 | 1.50 | 1.30 | 1.15 |
| 20 - 29.99% | 3.33 | 2.50 | 2.00 | 1.50 | 1.30 |
| 10 - 19.99% | 5.00 | 3.33 | 2.50 | 2.00 | 1.50 |
| 4 - 9.99% | 7.50 | 5.00 | 3.33 | 2.50 | 2.00 |
| Under 4% | --No Benefit Payable-- | | | | |

provided, however, that one half of the number of Credit Units required to be cancelled according to the table will be cancelled for an unscheduled Short Week Benefit when with respect to such week the employee has **earned** from the Company an amount equal to or in excess of **eighty percent (80%)** of his Weekly **Straight** time pay; **and** no Credit Units shall be cancelled when an **employee** receives **(i)** a short Week Benefit for a Scheduled' **Short Work Week**. or **(ii)** a Short Week Benefit for an **Unscheduled Short Work Week** where such Benefit is payable for a period of less than three **(3) hours**.

The Company shall advise the employee of the number of Credit Units cancelled for each benefit payment and the number of Credit Units remaining to his credit after such payment

ARTICLE IX CONDITIONS TO **EFFECTIVENESS** AND CONTINUATION OF PLAN

Section 1. Effect of Amended Plan

This Amended **Plan on Supplemental Unemployment Benefits**, when it **becomes effective**, shall **supersede** and **completely replace** and **supplant** the original **Agreement on Supplemental Unemployment Benefits concluded between the parties March 28, 1968**, as from time to time thereafter amended. However, **until** such time as this Plan becomes effective, the Plan shall **be** governed in all

respects by the terms of the original Agreement of **March 28, 1968**, as heretofore amended.

Section 2. Federal and provincial Income Tax Rulings

This Plan shall not become effective unless and until the Company shall have received from the Minister of National Revenue and the applicable Provincial Treasury Department, a currently effective ruling or rulings, **satisfactory** to the Company, holding that the amendment of the Plan accomplished hereunder does not modify, alter, or change in any manner the **ruling** issued by the Minister or the **applicable Treasury Department** with respect to the **Plan, including particularly the** determination that Company contributions to the Plan **constitute** currently deductible business expenses and that such contributions are not taxable income to the Trust under the Dominion Income Tax Act, and applicable **Provincial** and/or Municipal Corporations Tax Acts, as now in effect or as may **be** hereafter in effect.

Section 3. Unemployment Insurance Supplementation and Commission Rulings

- (a) It is the purpose of this Plan to **supplement** Unemployment Insurance Benefits to the levels **herein** provided, and not to replace or duplicate them
- (b) This amended Plan shall not become effective. **and** Weekly Supplemental Benefits shall not be payable to the **applicants** under this **Plan**, unless and until it shall **have** been established to the satisfaction of the Company by administrative rulings from the Unemployment Insurance Commission of the Dominion Government or competent authorities, **or** by amendments to the Unemployment Insurance Act, that supplementation (as hereafter defined) is permit-

ted. When such rulings or amendments are obtained, Weekly **Supplemental** Benefits shall be paid to eligible applicants (provided that the requirements of Section 2 of this Article have been met) with respect to work weeks commencing on or after the date of the commencement of the first work week following the date on which such rulings or amendments shall have been received.

- (c) For purposes of this Section "Supplementation" means recognition of the right of a person to receive both an Unemployment Insurance Benefit and a Weekly **Supplemental** Benefit under the Plan for the same week of lay-off at approximately the same time and without reduction of the Unemployment Insurance Benefit because of the payment of the Weekly Supplemental Benefit under this Plan.

Section 4. Application for Rulings

The Company shall apply promptly for the rulings described in Section 2 and 3 of this Article. In the event any of the rulings are withheld because of objection to any on the provisions of the amended **Plan**, the Company and the Union shall meet to negotiate changes **pertaining** only to the clauses or sections that may have caused approval to be withheld.

Section 5. Effect of Withholding

If the Company at any time **shall** be required to withhold any amount from any contribution to the Fund by reason of any Federal, provincial or municipal law or regulation, the Company shall have the right to deduct such amount from such **contribution** and to pay only the balance to the Fund.

Section 6.

In the event that any ruling **required under** Section 1 or Section 2 of this Article, having been obtained, **shall be** revoked or modified in such manner as no longer to be satisfactory to the Company, all obligations of the Company under the Plan shall cease and the Plan **shall** thereupon terminate and be of no further effect (without in any way affecting the validity or operation of the Collective Labour Agreement or any other Agreement between the Company and the Union), except for the purpose of paying the expenses of administration and paying Weekly Supplemental Benefits, all in accordance with the provisions of the Plan until the assets of the Fund shall have been exhausted except that Section 4 of Article VII shall not be applicable.

ARTICLE X MISCELLANEOUS

Section 1. Liability

- (a) The provisions of these Articles I through XIII constitute the entire Plan. The provisions of Article IV express, **and shall be** deemed to express, completely each and every obligation of the Company with respect to the financing of the Plan and providing for benefits and payments. Without limiting the foregoing, no Benefit shall be payable from the General Fund except as stated in the Plan, and the Company shall not be obligated to provide for any benefit or payment not provided for in the Plan, or to make any contribution to the General Fund not specifically provided for in the Plan, even though the assets in the Fund should be insufficient to pay Benefits to which eligible persons would have been entitled under the

Plan were the assets of such Fund adequate to pay such Benefits; and the Union shall not call upon the Company to **make** or provide for any such benefit or payment. The Company shall not be obligated to make up, or to provide for making up, any depreciation, or loss arising from depreciation, in the value of the securities held in the Fund (other than as **contributions** by the Company may **be** required under the provisions of Article IV, when the Trust Fund Position of the Fund is less than one hundred percent (100%); and the Union shall not call upon the Company to make up, or to provide for making up, any such depreciation or loss.

- (b) The Company, the Trustee, and the Union, and each of **them**, shall not be liable because of any act or failure **to act** on the part of any of the others: and each is **authorized** to rely upon the correctness of any information furnished tort by an **authorized** representative of any of the others.
- (c) The Trustee shall **be** directed to hold or to invest the assets of the Fund only in cash or general obligations of the Government of the Dominion of Canada and/or the Government of a Canadian Province, irrespective of the rate of return, or the absence of any return thereon, and without any **absolute** or relative limit **upon** the amount that **may** be invested in **any one or more types** of investment; and the **Trustee** shall not be **liable** for the **making** or **retaining** of any such investment or for **realized** or **unrealized loss** thereon whether from normal or abnormal economic conditions or otherwise.
- (d) Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for wilful misconduct or fraud.

Section 2. Company Authority

Nothing contained herein shall be deemed to qualify, limit, or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine, or modify at any time levels of **employment**, hours of work, the extent of hiring and lay-off, production schedules, manufacturing methods, the products and parts thereof to be manufactured, where and when work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to **be** managed or carried on, in the same manner and to the same extent as if this Plan were not in existence; nor shall it be deemed to confer upon the Union any voice in such matters.

Section 3. To Whom Benefits Are Payable In Certain Conditions

Benefits **shall be** payable hereunder only to the person who is eligible therefore, except that if such a person is deceased or is unable to manage his affairs for any reason, any Benefit payable to him shall **be** paid to his duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relatives **or** dependents of such person as the Company in its discretion may determine. Any payment so made shall be a complete discharge of any liability with respect to such Benefit. In the case of death, no Benefit shall be payable with respect to any period following the last full week of lay-off immediately preceding the person's death.

Section 4. No Vested Interest

No person **shall** have any right, title, or interest in or to any of the assets of the Fund or in or to any Company contribution thereto.

Section 5. Non alienation of Benefits

No benefit shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, **garnishment**, execution, or encumbrance of any kind, except for deduction of Union dues, and any attempt to accomplish the same shall **be** void. In the event that such an attempt has been made with respect to any Benefit due to or to become due to any **person**, the **Company** in its sole discretion may **terminate** the interest of such person in such Benefit and apply the amount of such Benefit to or for the benefit of such **person**, his **spouse**, **parents**, children, or other relatives or **dependents** as the **Company** may determine, and any such application shall **be** a complete discharge of all liability with respect to such Benefit.

Section 6. Amendment and Termination of the Plan

- (a) The Plan shall not **be** amended, modified, suspended, or terminated, **except** as may be proper or permissible under the terms of the Plan.
- (b) Upon any termination of the Plan, the Plan shall terminate in all respects except that the assets then remaining in the Fund shall **be** subject to all of the applicable provisions of the Plan then in effect and shall be used until exhausted to pay expenses of administration and to pay Benefits to eligible applicants laid off or thereafter laid off, in the order, each week, of the respective date as of which they were laid off. Section 4 of Article **VII** shall not be **applicable**. In the event there are any assets in the **Fund**, after all of the above payments have **been** made, the **parties** shall negotiate an Agreement for the equitable distribution of the Funds and if agreement is not reached within a period of **90** days, the Funds then remaining after paying all expenses of **administra-**

tion, shall be **divided** in equal amounts among **all** the employees at that date on the Active Payroll of the Company who have Credit Units uncanceled and remaining to their credit, in amounts proportionate to such Credit Units.

Section 7. Status of Person Receiving Benefits

Neither the Company's contributions nor any Benefit paid under the Plan shall be considered a part of any employee's wages for any purpose. No person who receives any Benefit shall for that reason be deemed an employee of the Company during such Period, and he shall not thereby accrue any greater **right** to participate in, accrue or receive Benefits under any other employee Benefit Plan **to** which the Company contributes than he would if he were not receiving such Benefits.

Section 8. Armed Services

An employee who enters the Armed Services of Canada directly from the employ of the Company shall have his Credit Units cancelled, if however, he is entitled to reinstatement according to the provisions of the Collective Agreement such cancelled Credit Units **will be** reinstated upon such reinstatement of employment.

ARTICLE XI

ADMINISTRATION OF THE PLAN

Section 1. General

The determination of the eligibility under the Plan of any person who applies for a Weekly Supplemental Benefit and the payment under the Plan of such Benefit shall be made and administered under and in accordance with the provisions of this Article.

Section 2. Application for a Benefit

The Company shall have the right to establish **reasonable rules, regulations** and procedures concerning the **times and places** at which persons desiring to establish **eligibility** for and/or to a **Benefit** for a Weekly Benefit shall **report** in order to **comply** with the eligibility requirements set forth in Section 1 and 2 of Article V, and concerning the form, content and substantiation of **applications** for Benefits.

So far as practicable, such **procedures** shall require the **applicant** to apply for a Benefit under the Plan for any **week** of lay-off during the same week as, and after, he shall have received his Unemployment Insurance Benefit or such week of lay-off.

The Company shall designate an **office** or **department** at the Plant where persons laid off from such Plant may **appear** for the purpose of complying with such requirements.

An applicant shall be required to exhibit his **Unemployment Insurance Benefit** cheque for the week with respect to which application for a Benefit under the Plan is made, or the payment receipt or similar document **showing** receipt of the **Unemployment Insurance Benefit** for such week: **provided**, however, that if the **applicant was ineligible**, as provided in subsection (b) (3) of the Section 2 of Article V, to receive an Unemployment Insurance Benefit for such week, such **applicant**, shall, in lieu of exhibiting such cheque, **payment receipt** or **similar** document, furnish proof satisfactory to the Company that he was ineligible solely for the reasons therein set forth.

Unemployment Insurance Benefits shall be presumed to have been received by the applicant on the date set forth on the cheques therefore, or, on the date on the

copy of the payment receipt or similar document.

In addition, an applicant for a Benefit under the Plan may be required to state, in writing under oath, (i) whether he received or was entitled to receive any Benefit from any source other than the Plan and the Unemployment Insurance system, for the week with respect to which application is made, and if so, the source and amount thereof; (ii) the amount earned from all sources during such week and the source thereof; (iii) the identity and number of his dependents; and (iv) such further and additional evidence and information as the Company may deem to be material and relevant in order to enable the Company to determine whether such person is eligible to be paid a Benefit under the Plan, and if so the amount of such Benefit.

Section 3. Determination of Eligibility

- (a) When a person files an application for a Benefit under the Plan in accordance with Section 2 of this Article, and furnishes to the Company the evidence and information required to be furnished under such Section, the Company promptly thereafter shall:
- (1) determine whether such person is an eligible person and, if he is determined to be an eligible person,
 - (2) determine the number of uncanceled Credit Units to the credit of such eligible person, and,
 - (3) determine whether any Weekly Supplemental Benefit is payable to such eligible person, and, if so the amount thereof.
- (b) If the Company determines that a Weekly Supplemental Benefit is payable to an eligible person with respect to the week for which application for such Benefit is made, it shall deliver prompt written

notice thereof to the **Trustee** setting forth the name of such eligible person and the **amount** of such Benefit. Upon receipt of such notice, the Trustee shall **be** required to make payment of such Benefit from the Fund to such eligible person within a reasonable time. If the Company Determines, after a person has been paid one or more Weekly Supplemental Benefits under the Plan, that such Benefit or Benefits should not have been paid or should have been paid in a lesser amount or amounts (as the result of a subsequent disqualification for Unemployment Insurance Benefits or otherwise), a written notice thereof shall **be** mailed to such person and such person shall return the amount of overpayment to the Trustee. If such person shall fail to return such amount promptly, the **Trustee** shall arrange for an amount **equal** to the amount of **overpayment** to be reimbursed to the Fund by making a deduction from future **Weekly Supplemental** Benefits otherwise payable to such **person** *or* by requesting the Company to make a deduction from compensation payable by the Company to such person, or both. The Company is **authorized** to make such deduction from the employee's compensation and in such event pay the amount deducted to the Trustee. Except as otherwise provided in the plan, at such time as such amount of overpayment is recovered by the Fund, the number of Credit units of such person, if any, therefore cancelled with respect to such overpayment of benefits shall be restored to him, except to the extent that such restoration would raise the number of his Credit Units above **one hundred and thirty (130)** at the time thereof! and except as otherwise provided in Article VI, **Section 2**. The payment of Benefits under the Plan may be made by, and the return of amounts of overpayment may **be** made to the representative of

the Trustee appointed by it for such purpose in the Plan, Such representatives may be Persons employed by the Company.

- (c) If the **Company** determines that a person is not entitled to a **Weekly** Supplemental Benefit with respect to the week for which application for such Benefit is made, it shall send prompt written notice thereof to him
- (d) In making weekly wage calculations for purposes of Benefit determination, the Company shall **be** entitled to rely upon the official form filed by the applicant with the Company for income tax withholding purposes; and the applicant shall have the burden of establishing that he is entitled to a greater number of withholding exemptions than he shall have claimed on such form.

Section 4. Power and Authority of the Company

The Company shall have such powers and authority as are necessary **and** appropriate in order to carry out its duties under this Article, including, without limitation, the following:

- (a) To obtain **from** employees, persons filing application for Weekly Supplemental Benefits, eligible persons, the Trustees, and elsewhere such information as the Company shall deem necessary in order to carry out its duties under this Article.
- (b) To investigate the correctness and validity of information furnished by any person who applies for a Weekly Supplemental Benefit.
- (c) To make appropriate determinations pursuant to this Article.

- (d) To determine the Trust Fund Position of the fund in the manner and at the times specified in the Plan, including collection of the data necessary to make such determinations.
- (e) To establish appropriate procedures for giving notices required to be given under this Article.
- (f) To establish and maintain necessary records.
- (g) To prepare and distribute information explaining the Plan.
- (h) To round out figures, use averages and composites, and employ other customary and routine accounting techniques as it may deem necessary and appropriate.

Section 5. Appeals Procedure

(a) First Step Appeals

The Company shall designate one (1) person to serve as its representative for the consideration of Appeals **by applicants** and the Union shall designate a **representative** for the same purpose. The **employee designate** as the representative of the Union shall be paid for time lost *from work in attending meetings with the Company representative for the consideration of such Appeals, by the Company through its Payroll Accounts and **all** such payments shall be recovered by the Company from the Fund.

Any person who shall have **been** determined by the Company not to **be** entitled *to any* Benefits, who **shall have** determined to be **entitled** to be paid a Weekly Supplemental Benefit that is lesser in amount than the amount to which such person believes he is entitled, who questions the number of

Credit Units credited to him at the time of lay-off, who has had more of his Credit Units cancelled than he believes correct or who is determined to be ineligible for a Benefit which determination is disputed by him, may appeal such determination by presenting an Appeal, on a form to be provided for that purpose to the Union representative. Such written Appeal must be filed within thirty (30) days following the date of notice of such determination or denial or reduction of such Benefit to such person, or within thirty (30) days after the date of mailing of a cheque of such smaller amount by the Trustee to such person. In the situation where a number of employees have filed applications for Benefits under substantially identical conditions, an appeal may be filed with respect to one of such employees and the decision thereon shall apply to all such employees. The representative receiving said written Appeal will promptly furnish one copy to the Company representative.

If the Union representative shall find that such Appeal is justified, he shall so notify the Company representative, and the Company representative and Union representative shall meet within ten (10) days from the date of the Appeal (or such extended time as may be agreed upon) to determine the disposition of such Appeal.

In the event the two (2) parties cannot agree upon the disposition of the Appeal, the Union representative, at the request of the applicant, may refer the matter to the "Board of Appeals" for disposition, on a form to be provided for that purpose, within the time limit and in accordance with the procedure set forth in Section 5 (b) of this Article XI.

1) (1) Within twenty **(20)** days after disposition of an Appeal by the Company and the Union representatives, the Union representative may request a ruling by the Board of Appeals. Such request shall be in **writing**, shall **specify** the **respects** in which the Plan is **claimed** to **have been violated** and shall set forth the facts relied **upon** as **justifying** a reversal or modification of the **determination appealed** from. A copy of said **request** will be furnished to the **Company representative**. The Board of Appeals **shall have no** jurisdiction to act upon an Appeal made after the time specified above or **upon** an Appeal which does not otherwise comply with this sub-paragraph. Subject to the limitations of sub-paragraph **(2)** set forth below, the handling and disposition of such a request to the Board of Appeals shall be in accordance with the regulations and procedures established by the Board. The applicant, the Union representative, or the Union members of the Board of Appeals may withdraw any Appeal to the Board at any **time before it** is decided by the Board.

(2) In ruling upon Appeals, the Board shall have no authority to waive, vary, qualify, or alter in any manner, the eligibility requirements set forth in the Plan, the **procedure** for applying for Weekly Supplemental Benefits set forth therein, or any other provision of the Plan, and shall have no jurisdiction other than to determine, on the basis of the facts Presented and in accordance with the provisions of the Plan:

(i) whether the first stage Appeal and the Appeal to the Board were made within the time and in the manner specified in this Section;

(ii) whether the person is an eligible person with respect to the Benefit involved and, if so,

- (iii) the amount of any Benefit payable;
- (iv) whether the accrual or cancellation of **Credi** Units was properly determined.

(3) There shall be no appeal from the decision of the Board of Appeals. It shall be final and binding upon the Union, its members, the person involved, the Trustee, and the Company. The Union will discourage any attempt of its members to appeal and will not encourage or cooperate with any of its member in any appeal to any court or labour board from an decision of the Board, nor will the Union or its members by any other means attempt to bring about a settlement of any claim or issue on which the Board is empowered to rule hereunder.

(c) Applicability of **Appeals** Procedure

The **Appeals procedure** set forth in this Section may be employed only for the purposes specified in the Plan. Such procedure shall not be used to appeal denial of an Unemployment Insurance Benefit or to determine whether or not a Benefit should have been paid under an Unemployment Insurance system (Appeal procedures thereunder being the exclusive remedy therefore).

The Board of Appeals shall have no power to determine questions arising under any Collective Labour Agreement, even through relevant to the issue; before the Board. All such questions shall be determined through the regular procedures provided therefore by the applicable Collective Labour Agreement, and all determinations made pursuant to such Agreement shall be accepted by the Board.

(d) Composition and Procedure - Board of Appeals

(1) There shall be established a Board of Appeals consisting of four (4) members, two (2) of whom shall be appointed by the Company (hereinafter referred to as the Company members) and two (2) of whom shall be appointed by the Union (hereinafter referred to as the Union members) at least one of whom shall be appointed from the Bargaining Unit, the other may be an International Representative of the U.R.C.L. & P.W. of A. Each member of the Board shall have an alternate. In the event a member is absent from a meeting of the Board, his alternate may attend, and, when in attendance,, shall exercise the powers and perform the duties of such member. Either the Company or the Union at any time may remove a member appointed by it and may appoint a member to fill any vacancy among the members appointed by it. The Company and the Union each shall notify the other in writing of the members respectively appointed by it before any such appointment shall be effective.

(2) If the members of the Board are unable to arrive at a decision by a majority vote, they shall, within five (5) working days, meet to appoint an impartial Chairman to sit as a member of the Board to determine the matter. Failing to agree upon such a Chairman within ten (10) working days, they shall jointly apply to the Minister of Labour to appoint an impartial Chairman. The impartial Chairman shall be considered a member of the Board for the particular dispute and shall vote only in matters within the Board's authority to determine.

(3) At least one (1) Union member and one (1) Company member shall be required to be present at

any meeting of the Board in order to constitute a **quorum for the** transaction of business. At all meetings of **the** Board, **the** Company members shall have a total two **(2)** votes and the Union members shall have a total of two **(2)** votes, the vote of any absent member being given to the member present appointed by the same **party**. Decisions of the Board shall be by a majority of the votes cast

(4) The Board shall not maintain **any separate** office or staff, but the Company and **the Union** shall be responsible for furnishing such clerical and other **assistance** as its respective members of the Board shall require, Copies of all Appeals, Reports and other Documents to be filed **with** the Board pursuant to the Plan shall **be** filed in triplicate, one copy to be sent to the Company members at the address designated by them and the other two copies to be sent to the Union members at the address designated by them.

Section 6. Costs of Administering Plan

(a) Expenses of Trustee

The cost and expenses incurred by the Trustee under the Plan shall be charged to the Fund.

(b) Cost of Administrative Services Performed by the Company

The Company shall have the right to be reimbursed each **year** from the General Fund for the cost of the Company of services performed by it during the **pre-**ceding year in carrying out its duties under the **Plan** (other than those incurred or in behalf of its members of the Board and its representatives designated for the consideration of appeals pursuant to Section **5(a)**)

of this Article, which, under the provisions of this Article, are to ~~be~~ borne by the Company) as certified to by a qualified independent **firm** of certified public accountants selected by the Company.

(c) Cost of Beard of Appeals

The Chairman of the Board shall receive compensation in such amount and on such basis as may be determined **by** the other members of the Board, and such **remuneration**, as well as reasonable and **necessary** expenses of the Board for forms and stationery required in connection with the handling of Appeals shall be borne by the General Fund. Company **members** and Union members shall serve **without** compensation from the Fund.

Section 7. Reports

(a) Reports by the Company

(1) The Company shall notify the Local Union, in duplicate, **with** reasonable promptness, of the amount of the Trust Fund Position for the Fund as determined by it from time to time under the Plan, and shall furnish a statement showing the number of employees on the Active Payroll and the number of laid off persons having Credit Units, upon the basis of which such determination was made.

(2) The Company shall furnish to the **Local** Union, in duplicate, a statement certified **by** a qualified independent **firm** of certified public accountants selected **by** the Company. Such report is to be made once during the term of the Agreement:

(i) showing the number of hours for which employees drew pay from the Company and **with** respect to which the Company shall have made contributions to

the General Fund during each period of the preceding years, and

(ii) verifying the accuracy of the information furnished by the Company during the preceding years pursuant to subsection (a) **(1)** of **this** section,

The Company will comply with reasonable requests by the Union for other statistical information on the operation of the Plan,

(b) Reports by the Trustee

(1) Not later than the second Tuesday following the first Monday of each month, beginning with the month following the month in which the Company shall have made its first contribution under the Plan, the Trustee shall furnish to the Union, in duplicate, and the Company **(i)** a statement **showing** the total market value of the Fund as of the close of business on the Friday preceding the first Monday of such month; and **(ii)** a statement showing the amounts, if any, paid as Weekly Supplemental Benefits from the Fund each week during the preceding month.

Section 8. Grievance Procedure

No question involving the interpretation or application of the Plan, except the extent otherwise specified in Section 5 of this Article, shall be subject to the grievance procedure provided for in the Collective Labour Agreement.

ARTICLE XII

SHORT WEEK BENEFIT

Section 1. Eligibility

An employee shall be eligible for a Short Week

Benefit with respect to a week commencing on or after the effective date of this Agreement, or December 16, 1978, whichever shall occur later, only if:

- (a) He has at least one **(1)** year of seniority as of the last day of such week; and
- (b) During such week he works for the Company but his Compensated or Available Hours (determined as provided in Section 2 of this Article) total less than the number of hours in his standard work week (but not to exceed **40**); and
- (c) During some part of such week he was on a lay-off from the bargaining unit in accordance with the provisions of subsection 2 (a) of Article **V**; and
- (d) With respect to such week, he satisfies all the conditions of eligibility set forth under subsection 2(b) of Article **V**, except subsections (b) (2), (b) (3), (b) (4), (b) (6), (b) (11); and
- (e) With respect to such week, he is ineligible to receive a full Unemployment Insurance Benefit only because (i) his wages or remuneration from the Company are equal to or in excess of his Allowable Earnings under the Unemployment Insurance System, or (ii) he has been employed by the Company for a period which would disqualify him for a full Unemployment Insurance Benefit or full "waiting week" credit, or (iii) the circumstances **described** in (i) or (ii) above occurring in conjunction with one or more of the reasons set forth in subsection 2 (b) (3) of Article **V**; and
- (f) With respect to such week the Maximum Funding Position was four percent (**4%**) or more; and
- (g) The employee does not have a **period** or periods of lay-off in the week and in the Preceding or the fol-

lowing week which occur in such sequence that the employee has a "Week of **Unemployment**" (as defined under the applicable **Unemployment Insurance System**) which includes some part of the week; provided, however, that when an employee returns to work for the Company after a period of seven or more consecutive days of lay-off, with respect to which he has established a System which starts on a day other than Sunday or Monday, he may apply for a partial Short Week Benefit for any hours of lay-off on days within the Work Week in which he returned to work which are not included within any established Unemployment Insurance System "Week of Unemployment". Such partial Short Week Benefit shall be calculated on the basis of the number of hours for which the employee would regularly have been compensated for such days if he had not been laid off and his Compensated or Available Hours for such days; and all of the eligibility requirements applicable to a Short Week Benefit for a Work Week **shall** apply to such days except the requirement of this subsection **(g)**.

Section 2. Compensated or Available Hours

For purposes of this Plan, Compensated or Available Hours for a week shall include:

- (a) all hours for which an employee receives **pay** from the Company (including call-in pay and holiday pay but excluding pay in lieu of vacation) with each hour paid at premium rates to be counted as one **(1)** hour, and
- (b) all hours scheduled for or made available to the employee by the Company but not worked by the employee (including any period on leave of absence). When work is offered and refused, hours

charged **will** not exceed hours made available and such hours **will** be charged in the following order:

- (i) to the Employees who actually perform the work offered,
 - (ii) to the Employees who signified their intention to work and then **failed to report**,
 - (iii) to Employees who first refused the opportunity for the work in the event that **insufficient** Employees offered to work the hours available; **and**
 - (iv) **On Saturdays and/or Sundays, all the provisions of this Section 2 will apply, except that: hours will not be charged to employees who first refuse, provided other employees are offered the work and the work is actually performed; and hours will not be charged to those employees who refuse or actually work the hours subsequently offered to them as a result of a refusal to work the hours by the employees first scheduled:**
- (c) all hours not worked by the employee because of any of the reasons specified in subsection 2 (a) **(2)** of Article **V**; and
 - (d) all hours not worked by the employee which are in accordance with a written agreement between the Company and the Union or which are attributable to absenteeism of other employees; **and**
 - (e) with respect to any employee whose regularly scheduled **Work Week** is less than the standard **Work Week** (not to exceed **40** hours) for the shift on which the employee works, the number of hours by which such employee's regular **Work Week** is less than the standard **Work Week** (not to exceed **40**); **and**
 - (f) all hours not worked by the employee because of a

change in shift resulting from a request of the employee; and

- (g) all hours not worked by the employee because of a reduction in standard work week by written agreement with the Union; and
- (h) all hours not worked by the employee because of full or **partial** shutdown requested or agreed to in writing by the Union.

Section 3. Determination of Amount

- (a) **The Short Week Benefit** payable to any eligible employee:

(1) for a Scheduled Short Work Week shall be an amount equal to the **product** of (i) Eighty percent (80%) of his "Short **Work Week Rate**" multiplied by (ii) the **number** by which the number of hours in his standard Work Week (not to **exceed 40**) exceeds the number of his Compensated or Available Hours for such week (with any fractional hour expressed as a decimal to the nearest tenth), determined as provided in Section 2 of this Article;

(2) for an Unscheduled Short Work Week shall be an amount equal to the **product** of (i) Eighty percent (80%) of his "Short **Work Week Rate**" multiplied by (ii) the number by which the number of hours in his standard Work Week (not to **exceed 40**) exceeds the number of his Compensated or Available Hours for such week (with any fractional hour expressed as a decimal to the nearest tenth), determined as provided in Section 2 of this Article;

(3) "Short Work Week Rate" shall be the employee's Average Hourly Earnings as defined in Article I.

- b) For purposes of the Plan, a “Scheduled Short Work Week” with **respect** to an employee is a Short Work Week which the Company schedules in order to reduce the production of the Plant, department or other unit in which the employee works, to a level below the level at which the **production** of such Plant, department or unit would **be** for the week were it not a Short Work Week, but only where such reduction of production is for the purpose of adjusting production to customer demand.
- c) For purposes of the Plan, an “Unscheduled Short Work Week” with respect to an employee is any Short Work Week:
- (1) which is not a Scheduled Short Work Week as defined in Article XII, subsection 3 (b); or
 - (2) in which an employee returns to work from lay-off to replace a separated or absent employee (including **an** employee failing to respond or tardy in responding to recall), or returns to work after a full week of **lay-off** in connection with an increase in production; but only to the extent that the Short Work Week is attributable to such cause.
- d) For any Short Work Week with respect to an employee which results both from the circumstances set forth in subsection 3(b) as well as **those** in subsection 3(c) of this Article XII, (i) the Benefit for the hours of the Short Work Week attributable to the circumstances set forth in subsection 3(b) shall be calculated on the basis that the hours **attributable** to the circumstances set forth in subsection 3(c) were Compensated or Available Hours and (ii) the Benefit for the hours of the Short Work **Week attributable** to the circumstances set forth in subsection 3(c) shall be calculated on the basis that the hours attributable to

the circumstances set forth in subsection **3(b)** were Compensated or Available Hours. The Benefit for such a Short Week shall be the sum of the Benefits calculated in both **(i)** and **(ii)**.

- (e)** Any short Week Benefit computed under the **preceding** Sections of this Article shall be subject to the provisions of Section **3,4,** and 5 of Article VII.

Section 4. Method of Payment

A Short Week Benefit shall be paid from the Fund. No application for such Benefit shall be required of the employee except as otherwise provided in Section **5** of this Article. Any Short Week Benefit payable for a week under the **provisions** of this Article XII shall be in lieu of any other **Benefit** payable under this Plan **with** respect to such week except as otherwise provided under **subsection** **1(g)** of this Article XII.

Section 5. Application for Determination

If an employee believes himself entitled to a **Short** Week Benefit for a week under this Article XII (which he does not receive on the date when Short Week Benefits for such week are paid) he may make **written** application therefore in accordance with procedures established by the Company. The Company shall promptly determine the employee's eligibility for a **Short** Week Benefit, and such Benefit shall be **aid** or denied in accordance with such determination. If the Company determines that an **employee** is not entitled to a **Short** Week Benefit **with respect** to the week for which application for such Benefit is made it shall send prompt written notice thereof to him.

ARTICLE XIII
GENERAL PROVISIONS

Section 1.

This Plan on Supplemental Unemployment Benefits and the Plan established by the provisions of Article I through XIII hereof shall continue in effect until midnight December **15, 1991**, except as otherwise provided in, and subject to, the terms of the Plan.

Section 2. Obligations During Term of the Plan

During the term of this Plan or Agreement neither the Company nor the Union shall request any change in, deletion from, or addition to the Plan or Agreement except as provided in Article IX, Section **5**.

Section 3. Changes Required to Obtain Rulings

Notwithstanding any other provision of this Plan, the Company, with the consent of the Union, may during the term of this Plan, make revisions in the Plan not inconsistent with the purpose, structure, and basic provisions thereof. which shall be **necessary** to obtain or maintain any rulings required under **Article IX** of the Plan, Any such revision shall adhere as closely as possible to the language and intent of the Plan.

PENSION AND SEVERANCE AWARD PLAN

This Plan made and entered into this **15th** day of December, **1988**, by and between **Beckers Lay-Tech Inc. Kitchener**, hereinafter referred to as the "**Company**" and the United Rubber, Cork, Linoleum and Plastic **Workers of America, Local Union Number 296**, hereinafter referred to as the "Union".

ARTICLE I

INTERPRETATIONS

- (a) The term "Employee" means any male or female who is in the employment of the Company, and is a member of the Bargaining Unit, and referred to hereafter in the masculine gender.
- (b) The term "Credited **Service**" means the **service** of an Employee which has been and remains credited to him or would **be** credited to him if **re-employed** in accordance with Article II of this Plan.
- (c) The term "Normal Retirement Date" shall mean the **first** day of the month following the month in which an Employee's **65th** birthday occurs, or his **65th** birthday if it should fall on the **first** day of the **month**.
- (d) The term "Statutory Benefit" means any old age or disability benefit payable under any Federal or Provincial legislation, **as** now in effect, or under any future Federal or Provincial legislation amending, superseding, supplementing, or incorporating existing Federal or Provincial legislation, but such term does not include Workers' Compensation or a **benefit** payable pursuant to Occupational Disease laws, the Blind Persons Act, or a benefit payable on a "needs

test” basis or solely on account of service in the Armed **Forces** or other national service, or a benefit payable to or in respect of dependents, or a benefit payable under the Old Age Security Act, Canada

For the purpose of this Plan, the amount of such Statutory Benefit shall be the amount of Statutory Benefit that an Employee or **Retirant** shall **be** eligible to receive as of the date he first becomes eligible to receive such statutory Benefit, and if the Employee or **Retirant** either does not apply for or loses part or all of such Statutory Benefit through delay in applying in applying for such benefit, by earnings while eligible for such benefit, or other act or failure to act, the amount of the Statutory Benefit may be estimated and the estimated amount applied **where** the term Statutory Benefit **occurs**.

- (e) The term “Old Age Security Date” means the **first** day of the month in which the Employee or **Retirant** first becomes eligible (or could become eligible but *for* some act or failure to act by him or by another on his behalf, such as leaving Canada, failing to make timely application or failing to notify the proper authority of his address), for the benefit under the Old Age Security Act, Canada, as in effect on the **15th** day of December, **1985**.
- (f) The term “Totally and permanently disabled” means disabled by bodily injury or disease which shall presumably permanently, continuously and wholly prevent the Employee, during the remainder of his life from *meeting* the job requirements of any job covered by the **Collective** Labour Agreement, except disability which (1) was contracted, suffered or incurred while the Employee was engaged in, or resulted from his having engaged in, a criminal enterprise, or (2) resulted **from** wilfully self-inflicted

injury, or (3) can be established as due to service in the Armed Forces of any country.

- (g) The term "through no fault of his own" as applied to an Employee's disability shall mean that the disability shall not have resulted from or been occasioned by conditions listed under factors (1),(2) and (3), section (f) preceding.
- (h) The term "Retirant" means a person who has been retired and is eligible to receive a retirement pension or disability allowance under the Plan.
- (i) The term "permanent closing of a section of the Plant" shall be interpreted to mean, one wherein seniority rights cannot be recognized in another area because of contractual commitments between the Union and the Company.
- (j) The spouse of the employee for purposes of any spouse's benefits payable under the Plan, "spouse" means the person who is legally married to the employee, except in the case of a person of the opposite sex who has been cohabiting with the employer and has been publicly represented as the wife or husband of the employee for at least one year immediately preceding the time when that person's status is required to be determined for the purpose of this plan.

ARTICLE II

RULES OF SERVICE

- (a) The following rules shall govern the determination of service to be credited to an Employee as continuous service under the Plan.
- (b) Subject to the provisions contained in the following sections of this Article II, an Employee's Credited

Service for all **purposes** under this Plan shall date from his **original date of employment** and shall terminate **as of** his Normal Retirement Date provided he is otherwise eligible for participation under the Plan.

When the calculation of service of an otherwise eligible **Employee** involves a period in days amounting to **fifteen (15) days** or more, such **period** shall constitute one additional month of service, but if the period is fourteen **(14) days** or less, such days are to **be** disregarded entirely. **Such** calculation shall not, **however**, be a factor in determination of service required as a condition of eligibility under the **Plan**.

(c) Effect of Lay-Off on Credited Service

Lay-Off Commencing Prior to July 1, 1965.

1. An Employee who has been **re-employed** within one **year** after **having** been laid off for lack of work or **because** he was **then** unsuited to perform the work available may secure recognition for his prior service under the Plan, as set forth below:

(a) If such reemployment occurs within six months, the **time** out shall not be deducted and prior service shall be retained.

(b) If such se-employment occurs between six months and one year, the time out in excess of six **(6)** months shall **be** deducted but prior service shall be retained.

2. An employee who has been **re-employed** more than one **year** after **having** left the **employ** of the Company for any cause, shall lose **credit for all** time out and for prior service and shall be classified as a New Employee, except that an Employee who had

five or more years service **credit** at the time of **termi-**
nation may regain such prior years' service under **the**
provisions of section **(e)** of this Article **II**.

Lay-off Commencing on or after July 1, 1965.

1. An Employee who has been **re-employed** after **having** been laid off on or after **July 1, 1965**, for lack of w&k or because he was then **unsuited to perform** the work available, may secure recognition for **his** prior service under the Plan as set forth below:

(a) If such **re-employment** occurs within six months the time out **shall not be** deducted and prior **service** shall **be** retained.

(b) If such **re-employment** occurs **between** six months and one year, the time out in excess of six **(6)** months shall be deducted but prior service shall **be** retained,

(d) Any Employee who is rehired after voluntarily **leav-**
ing the service of the Company or after having been discharged or after having lost the right to **recall** under the Seniority provisions of the **Collective** Labour Agreement, shall be classified as a **New** Employee and shall **lose** all prior service **regardless** of the length of time he was out of the employ of the Company, **except** that an Employee who had five years or more of service at the time of leaving may regain his prior years' service under the provisions of section **(e)** of this Article **II**.

(e) Any Employee, other than one who has received a termination or severance payment, with five or more years of service to his credit at the time of leaving the service of the Company for any reason, who shall have served five years continuously after being rehired, shall have his service credit for any **prior**

period or periods of five years or more, together with that for any intervening period or Periods of service of less than five years which **were** terminated otherwise than by voluntary resignation or discharge, restored and thereafter such periods of service shall **be** regarded as *constituting one* continuous period, the **time** out being omitted.

(f) (i) When an Employee is hired on a temporary basis and later is transferred to a permanent basis, his service record shall **begin** at original hiring date.

(ii) Persons who become **permanent** Employees shall **be** granted service credit for temporary work performed on vacation, while pursuing a **course** of study at **college** or **university**, **provided** that **application** for **employment** is **made immediately after completion** of college studies. Service credit **will be granted** for the vacation **period** or periods spent in the **employ** of the Company even though the Employee **did not work each** vacation **while** pursuing his course of study. Only Periods worked shall **be** included as continuous service.

(g) The time during which an Employee is on an official leave of absence shall be included in his **years** of service, but only if said Employee returns **to** active service with the Company after the expiration of such leave, except however, that the **period** of leave by reason of **employment** in any **capacity** by the International **Union** or affiliated **body** shall be excluded in determination of continuous service.

In the case of leave of absence commencing by reason of employment with the International Union, service may be accumulated and credited up to a maximum of three years.

(h) The records of the Company shall be presumed to **be**

conclusive of the facts concerning the Credited Service of an Employee in accordance with this Article II unless shown beyond a reasonable doubt to be incorrect.

- (i) In the case of retirement by reason of disability, the Credited Service of an Employee shall terminate on the last day of active service.
- (j) Service rendered by an Employee after his Normal Retirement Date shall be included in computing pensions or allowances under this Plan.

ARTICLE III

NORMAL RETIREMENT -- AGE 65

"A" ELIGIBILITY

- (a) Each employee who has reached the sixty-fifth **anniversary** of his birth shall be retired **from** active service and **be** awarded the retirement pension hereinafter provided.
- (b) In the event an Employee is absent from active employment on the date on which his Normal Retirement would occur and provided that such absence is a Company approved leave of absence or a lay-off, and provided that the Employee retains his seniority under a Collective Labour Agreement from the time that he was last **actively employed**, he shall be able to apply for and receive **a Retirement Pension** based on his Credited Service as of the last day of his active employment, without being required **to** return to active employment.

"B" AMOUNT OF PENSION

The amount of the monthly pension payable to an Employee retired pursuant to the provisions of this

Article III shall be the Basic Benefit Rate as set forth in Article XV multiplied by his years of Credited Service.

ARTICLE IV

RETIREMENT AT AGE 62 SPECIAL EARLY RETIREMENT

"A" ELIGIBILITY

An employee who has attained age 62 and who has ten or more years of Credited Service, or an employee who has attained age 55 but not age 62 and who has 30 or more years of Credited Service, may elect to retire on or after the effective date of this Plan, and prior to his Normal Retirement Date, and shall be entitled to a pension.

"B" AMOUNT OF PENSION

The amount of the monthly pension payable to an Employee retired pursuant to the provisions of this Article IV shall be:

1. A Basic Pension determined by multiplying his years of Credited Service by the Basic Benefit Rate as set forth in the Pension Benefit Rates according to Article XV.

Plus

2. A monthly Supplemental Pension payable each month up to and including the month in which his Old Age Security Date occurs. The amount of such Supplementary Pension to be determined by multiplying the **Supplementary Benefit Rate**, as set forth in the Pension **Benefit** Rates according to Article XV by the number of years of Credited Service up to a maximum of 30 years of service.

ARTICLE V
RETIREMENT PRIOR TO AGE **62**
EARLY RETIREMENT

"A" ELIGIBILITY

1. An Employee who has attained age **60** and who has ten or more years of Credited Service, may elect to retire on or after the effective date of this Plan, and **prior** to his Normal Retirement Date, and shall be entitled to a pension.
2. An employee who has attained age **55**, but not age **60**, and whose combined years of age and Credited Service shall total **85** or more, may elect to retire, on or after the effective date of this Plan, and prior to his Normal Retirement Date. and shall be entitled to a pension.

"B" AMOUNT OF PENSION

The amount of the monthly pension payable to an Employee retired pursuant to the provisions of this Article V shall be:

1. A Basic Pension determined **by multiplying** his years of Credited Service by the **Basic Benefit Rate** applicable as set forth in the Pension Benefit Rates, according to Article XV. Each monthly payment of the basic pension whether becoming **payable** before, on, or after the Old Age Security Date, is to be reduced by the lesser of (i) or (ii) below.

Plus

2. A monthly Supplemental Pension payable each month up to and including the month in which his Old Age Security Date occurs. The amount of such

Supplemental Pension to **be** determined by multiplying the **Supplementary** Benefit Rate as set forth in the Pension Benefits **Rates** according to Article XV by the number of years of Credited Service up to a maximum of **30** years of service. The amount of the monthly **Supplementary** Pension shall then be reduced by the lesser of **(i)** or **(ii)** below.

(i) Four tenths of one percent (**4/10** of **1%**) of the **total** amount so computed for each month by which the effective date of his pension precedes the first day of the month coincident with or next following the sixty-second (**62nd**) anniversary of the **Retirant's** birth.

(ii) Four tenths of one percent (**4/10** of **1%**) of the total amount so computed for each month by which the **Retirant's** Credited Service at the effective date of his pension is less than **thirty (30)** years.

The reduction of four-tenths of one percent (**4/10** of **1%**) shall be applied separately to both the Basic Pension and Supplemental Pension.

ARTICLE VI DISABILITY ALLOWANCE

"A" ELIGIBILITY FOR DISABILITY ALLOWANCE

- (a)** Each **Employee** who through no fault of his own has become **totally** and permanently disabled and whose Credited Service has ken then **(10)** years or more, shall **be** retired from active service and be granted a disability allowance.
- (b)** If any **Retirant** who is in receipt of a disability

allowance ceases to be totally and permanently disabled, or if he shall engage in **any** work similar to the job requirements of any job in the bargaining unit, his disability allowance may be terminated at the Company's option. If so terminated by the Company, he shall **be** rehired in a capacity consistent with his seniority and his physical and mental ability, provided he promptly applies for such work.

- (c) Each **Retirant** to whom a disability allowance has been granted may **be** required from time to time, but not more frequently than at six month intervals, to report at a reasonable place for physical **re-examination** and if such **Retirant** shall neglect or refuse to **be** so **re-examined**, the disability allowance shall be discontinued until the continuance of his disability is verified by such examination.
- (d) If any **Retirant re-enters** the service of the **Company** at the time such disability allowance is **discontinued**, he shall be eligible for a retirement pension or further disability allowance under **this Plan**. In such a case the period of absence on disability shall be **considered** as a leave of absence and not a break in the continuity of his Credited Service.
- (e) No **Retirant** receiving a disability allowance under this Article VI shall **be** entitled to any other pension or **allowance** under any Article of **this Plan**.
- (f) When a disability allowance has been granted, it shall not be made effective as long as the Employee is on leave of absence and is drawing indemnity **benefits** from an insurance or compensation plan to which the Company contributes.

"B" AMOUNT OF ALLOWANCE

The amount of the monthly allowance payable to an Employee retired pursuant to the provisions of this Article VI shall be:

1. A Basic Allowance determined by multiplying his years of Credited Service by the Basic Benefit Rate **as** set forth in the Pension Benefit Rates according to Article XV.

Plus

2. A monthly Supplemental Allowance payable each month up to and including the month in which his Old Age Security date occurs. The **amount** of such Supplemental **Allowance** to be determined by multiplying the **Supplementary** Benefit Rate **as** set forth in the Pension **Benefit** Rates according to Article XV by the number of years of **Credited** Service up to a maximum of **30** years of service less the **amount** of any Statutory Benefit to which the **Retirant** may be or becomes eligible for prior to his Old Age Security Date **excluding any reduced regular C.P.P. benefit the retirant may be in receipt of.**

ARTICLE VII

DEFERRED VESTED PENSION

“A” ELIGIBILITY

1. An Employee whose services with the Company are terminated, and who has two **(2)** years or more Credited Service at the date of termination of his employment, but who is ineligible for a Pension, Disability Allowance or Severance Award, shall upon application not earlier than sixty **(60)** days **prior** to his Normal Retirement Date, be eligible for a Pension under **this Plan**, but for no other purpose, and shall be entitled to his vested interest under this

Article (but no other benefit) commencing with **the** month following the month in which he attains age sixty-five **(65) years**.

2. The provisions dealing with Deferred Vested interests in each previous Pension and Severance Pay Agreement are to continue to apply to a former Employee whose services **with** the Company were terminated during the term of such Agreement.

3. Notwithstanding the provisions of this Article VII, the Deferred Vested Retirement Pension shall not **be** less than the Deferred Life annuity prescribed by the Pension Benefits Act, 1965 of Ontario, and the **same** guarantee of pension payments shall apply, In **respect** of such Deferred Life **Annuity**, as if he retired under Article III, Normal Retirement.

"B" AMOUNT OF PENSION

The amount of the monthly pension payable to a **Retirant** under the provisions of this Article VII shall **be**:

A Basic Pension determined by multiplying his years of Credited Service, up to his last day of active employment, by the Basic Benefit Rate as set forth in the Pension Benefit Rates, Article XV.

ARTICLE VIII

SEVERANCE AWARD

- (a) When it becomes necessary to release an Employee with five **(5)** or more years of Credited service who is retired **(1)** because through no fault of his own is no **longer** able to meet the requirements of his **job** and who cannot **qualify** for **transfer** to another **job** **within** the local **plant**, and who cannot qualify for a disability allowance or **(2)** one whose employment is terminated because of the permanent closing of the

plant or of a section thereof, he shall be paid a Severance Award calculated in the following manner:

1. Any such Employee who has five (5) years of Credited Service but less than ten (10) will be awarded a Severance Award of one-half (1/2) week's average pay for each year of service.
 2. Any such Employee who has ten (10) years of Credited Service but less than fifteen (15) will be awarded a Severance Award of one (1) week's average pay for each year of service.
 3. Any such Employee who has fifteen (15) years of Credited Service but less than twenty (20) will be awarded a Severance Award of one and one-half (1 1/2) week's average pay for each year of service.
 4. Any such Employee who has twenty (20) or more years of Credited Service will be awarded a Severance award of two (2) week's average pay for each year of service.
- (b) "Average Pay" as expressed in the foregoing section (a) with respect to Employees with five (5) but less than ten (10) years of Credited Service will be computed on the basis of the average earnings received by the Employee during his entire period of employment with the Company. "Average Pay" as expressed in the foregoing section (a) with respect to Employees with ten (10) or more years of Credited Service shall be computed on the basis of the average weekly rate received by the Employee during the ten (10) consecutive years in which he shall have received the highest annual compensation from the Company.

In the case of an employee whose earnings are

reduced in any month following the effective date of **this Han as** a result of temporary absence to **perform** duties in an official or representative capacity **for** the Union of a non-political nature, his earnings for **calculating** the amount of award shall be increased to reflect the compensation which he probably would have received from the Company had he been available for regular employment during such period.

- (c) An Employee whose employment has been **terminated** and who has received a Severance Award as above provided will not be **re-employed** by the Company except at the Company's option and then only **with** the status of a new employee.
- (d) The provision of this Article VIII shall not apply in the case of any lay-offs for reasons other than those which are set out in section (a) of this section.
- (e) For any Employee whose service is **terminated under** the provisions of this Article **VIII**, and who is entitled to a deferred vested **pension** under the **Ontario Pension Benefits Act 1965** for service after January **1, 1965**, the Severance Award **calculated in accordance with** this Article shall **be** reduced by the percentage that the years of service dating from January **1, 1965, bears** to the total years of service of the eligible employee.

ARTICLE IX PAYMENT

- (a) Retirement Pensions or Disability Allowances shall be paid as monthly income to the **Retirant** on the last **day** of each calendar month **following** the date of **retirement** or the effective date of **disability**, during the lifetime of the **Retirant**, unless suspended or terminated or deferred as provided elsewhere in the

Plan.

- (b) In the case of a **Retirant's** death, payment of the allowance up to and including the last day of the calendar month in which death occurs will **be** paid to the **Retirant's** legal representative or, at the option of the Company, to such member or members of his immediate family as the Company may determine.
- (c) Optional Form of Payment

An Employee may, by notice in writing, on a form provided by the Company and submitted to the Company (i) on or before the Employee's 60th birthday, or (ii) after the Employee's 60th birthday, but prior to the date the Employee leaves active employment and before he reaches age 65, and accompanied by evidence of good health, satisfactory to the Company elect that, if and when he becomes eligible for a Normal Retirement Pension at age 65, his Retirement Pension calculated in accordance with the formula set forth in Article III shall be converted to a pension of equal actuarial value **as** determined by the Company, payable for a 10 or 15 year term certain as set forth in the said notice of election, and for the Employee's remaining lifetime, if any.

The actuarial reduction shall be calculated on and made from the amount arrived at under Article III.

An Employee who has made an election pursuant to this provision may, at any time prior to age sixty-five (65), revoke the election by submitting written notice of such revocation to the Company, but may not thereafter make a new election under this provision.

An election made by an Employee pursuant to this provision shall be inoperative and ineffective in the event of the death of the Employee prior to his 65th

birthday.

Where an election pursuant to this provision comes into effect and the **Retirant** dies prior to the month of **expiry** of the term certain elected, payments of the actuarial equivalent Retirement Pension will be paid to the **Retirant's** Beneficiary, if any, otherwise to his estate, from and including the month following the **Retirant's** death, to and including the month of **expiry** of the term certain elected.

The estate of the **Retirant** or of a Beneficiary shall have the right, at any time, when entitled to receive any payments pursuant to this provision, to elect to receive, in lieu of remaining payments to the estate, a lump sum settlement equal to the commuted value of such remaining payments, such commuted value to be determined on the basis of interest at such rate as may be determined by the Company. Subject to the provisions of this section, an Employee or **Retirant** who has elected the optional form of payment in accordance with this Plan may designate a beneficiary or a new beneficiary to receive the payments, in any, to be made under this Plan after his death. An Employee or **Retirant** who has designated a beneficiary or a new beneficiary pursuant to this section may revoke any such designation, but such revocation shall not revoke his election of the optional form of payment.

The right to designate or to revoke a designation of a beneficiary pursuant to this section is to be exercised by the execution by the Employee or **Retirant**, and by delivery to the Company, of an instrument in writing, which expressly provided that the designation or revocation, whichever is the case, is made with reference to this Plan.

Upon delivery to the Company, prior to or on or after the death of the Employee or **Retirant**, of a designation or a **revocation** of a designation of a beneficiary made pursuant to the foregoing paragraphs of this section if this section, the designation or revocation, even if is contained in a Will, or in an instrument purporting to be a Will, relates back to and has effect as and from the date of its execution but without prejudice to the Company, the Trustees, or any Insurance Company, on account of any payment or payments made under **this** Plan.

(d) Joint and Survivor Option

Notwithstanding any of the **provisions** of this Pension and Severance Award **Plan** a pension and/or a survivor pension may be payable in accordance with the provision of Article IX An employee who shall have made this election not less than twelve **(12) months prior to** retirement and who has had for at least one **(1)** year, a spouse, may elect that his pension be payable **as** follows:

(i) provided the Employee's Joint and Survivor **Option** election is in effect at his **Normal Retirement, Retirement at Age 62 or Retirement Prior to Age 62**, the basic monthly pension amount as determined in accordance with these applicable Articles shall **be** converted into a reduced **pension of equal** actuarial value as determined by the Company **and** shall be **payable** each month thereafter during the **Retirant's lifetime**. Commencing with the month following the month of death of the **Retirant**, a **survivor's** pension equal to **sixty (60)** percent of such actuarially reduced basic monthly pension shall be payable to the said spouse, provided such spouse is then living and each month thereafter during the lifetime of such

spouse.

Supplementary pensions are not payable to a surviving spouse and will cease at the end of the month in which the death of the **Retirant** occurred.

(ii) If an employee dies and has completed two years of Plan membership, his spouse or, if the member does not have a spouse, his beneficiary or estate will receive a death benefit equal to the value of the deferred pension he would have been entitled to receive if he had terminated his employment immediately before his death.

(iii) An Employee's Joint and Survivor Option Election shall be made by application in writing on a form supplied by the Company and submitted to the Company with proof of age and of the marriage. Such election may be revoked prior to retirement.

An Employee's Joint Survivor Option election shall be effective upon submission of the **Employee's** application; provided, however, that no **Joint** Survivor Option election may become effective after the Employees Retirement date.

(iv) If the Joint Survivor Option election is not in effect at the **Employee's** Retirement, **pension** benefits will be payable as otherwise provided in this Pension and Severance Award **Plan**.

(e) Guaranteed Pension Payments

In the event of the death of a **Retirant retired** under Article **III**, Normal Retirement, or **under** Article **IV**, Retirement at age **62** or an employee who has attained age **55** with **30** years or more of credited service, who has retired after the effective date of this **Plan**, and before he has received sixty monthly payments of the amount calculated in accordance with

Article III, Section "B" or Article IV, Section "B"(1), or Article V, Section "B"(1), subject to the provisions of paragraph (c) of Article IX, the balance of such sixty monthly payments (exclusive of any monthly supplemental pension) will continue to be paid to his named beneficiary or, if none, to his estate.

ARTICLE X

GENERAL PROVISIONS

- (a) The Company shall have the sole responsibility and authority consistent with the provisions of this Plan for the operation and administration of the Plan and the policies of administration shall be determined by the Company whose decisions with respect to all questions shall be final and binding for all purposes, subject to the provisions of Article XI of this Agreement
- (b) Neither this Plan nor any action taken by the Company or its representative shall be construed as giving any Employee any right to be retained in the employment of the Company., and all Employees shall remain subject to discipline, discharge or lay-off to the same extent as if this Plan had not become effective, without liability on the part of the Company for a Retirement Pension or other allowance other than wages due and unpaid and any Severance Award to which an Employee may be entitled under this Plan.
- (c) Assignment of Retirement Pensions or Disability allowances, or Severance Awards, under this Plan will not be recognized except when approved by the Company, and any Retirement Pensions or Disability Allowances, or Severance Awards may be suspended or terminated if an assignment thereof or any transfer

of an interest therein by operation of law or otherwise is made, or if the same is attached or seized under or by virtue of legal **proceedings**.

- (d) In the **case** of an otherwise eligible **Employee** who is regularly employed on a "part time" **basis**, the amount of the pension or allowance **shall** be reduced to an amount which will have the **same proportionate** relationship as the regular **hours of such** an Employee have to the normal hours of a "full time" Employee.
- (e) Any Employee shall **give** proof of age by evidence satisfactory to the Company when requested to do so.
- (f) All applications for Retirement Pension or Disability Allowance must **be** made out on forms **approved** by the Company.
- (g) The **Company** will assume no superannuation responsibility **for** termination or retirement pensions or **allowances** or otherwise to **Employees** who are not eligible under the provisions **of this Plan**.
- (h) The Union **shall be furnished with such pertinent information as it may reasonable request, from time to time, concerning the operation of this Plan insofar as It effects Retirants thereunder whom It has represented,**

ARTICLE XI

GRIEVANCE PROCEDURE - INFORMATION

- (a) If any dispute shall arise between the Company and any Employee, former **Employee** or **Retirant** represented by the Union with reference to eligibility, age, **Credited Service or amount** of pension or allowance,

or suspension or termination of pension or allowance, such dispute may be taken up as a grievance under the grievance procedure of the Collective Labour Agreement then in effect between the Company and the Union omitting, however, all steps prior to the presentation of the grievance to the Human Resources Manager.

If any such grievance shall be taken to arbitration in accordance with such procedure, the Arbitrator or Board of Arbitration shall have only his authority to interpret and apply the provisions of **this Plan**, and of any applicable provisions of the Collective Labour Agreement relating to Grievance procedure, but shall have no authority to alter, add to or subtract from any such provision in any way. The decision of the **Arbitrator** or Board of Arbitration on any grievance properly referred shall be binding upon the Company, the Union and the Employee, former Employee or **Retirant**. If any dispute shall arise as to whether any Employee, former Employee or **Retirant**, who is represented by the Union! is or continues to be permanently or totally disabled as defined in this Plan, such dispute shall be resolved as follows:

Such Employee, former Employee, or **Retirant** shall be examined by a physician appointed for that purpose by the Company and by a physician appointed for that purpose by the Union, and their **decisions**, if they shall be in agreement, shall be final and binding. If they shall disagree, the issue shall be submitted to a third physician selected by the said two physicians. The decision of such **third** physician after examination of the person concerned and consultation with the other two physicians appointed by the parties shall be binding upon the Company, the Union and

the Employee, former Employee, or **Retirant** concerned. The fees and **expenses** of any such third physician shall be **borne equally** by the Company and the Union.

- (b) The Union shall be furnished with **such** pertinent information as it may reasonably **request, from time** to time, concerning the operation of this Plan and the administration of this **Plan** insofar as it affects **Retirants thereunder whom** it has represented.

ARTICLE XII

FINANCING

- (a) The Company shall establish a Pension Fund which shall consist of a trust fund or funds and/or an Insurance Company, or Government Annuities Branch contract or contracts for the purpose of providing the Benefits under **this Plan**.

The Company shall pay currently into the Pension Fund, such amounts as the actuary, retained by the Company, shall certify to **be** necessary to provide the current service costs and for **amortization** within the **period** prescribed by law of any unfunded liability or experience deficiency after **taking** into consideration the assets of the Pension Fund and such other factors as may be deemed relevant. The Company at its option may, from time to time, pay into the Pension Fund additional amounts.

- (b) Disbursement **from** Pension Fund.

The Pension fund shall be used, on proper **authorization** of the Board in accordance with the Plan, to pay such Pensions, allowances or awards **as** are payable under the **Plan**.

- (c) The pensions, allowances or awards which **shall be**

payable in accordance with the provisions of the **Plan** shall be **paid** solely **from** the Pension Fund and each Employee or **Retirant** or other Person who shall claim the right to any payment **under** the Plan **shall be** entitled to look only to the Pension Fund for such payment, and no liability for the payment of pensions, allowances or awards under the Plan shall **be** imposed upon the **Board**, the Company, or the officers, directors or stockholders of the Company save to the extent to which the Company shall fail to carry out the **provisions** of (a) of this Article XII.

ARTICLE XIII UNDERTAKINGS

- (a) The Company agrees that during the term of this Plan or any extension thereof, this Plan shall continue in effect without modification or change insofar as it may be applicable to Employees represented by the Union, except as provided in section (c) below.
- (b) The Union agrees that during the term of this Plan or any extension thereof, neither the Union nor any of its representatives shall (1) make any demands that **this Plan be changed** in any respect or terminated or that a new pension **Plan** or additional severance awards be established for the Employees represented by the Union or that the Company contribute or pay any greater amount for such Employees than it is required to pay under the provisions of **this Plan** — (2) engage in or continue to engage in or in any manner encourage or sanction any strike or other action which will interfere **with** work or production in the Company's plant for the purpose of securing any such change, increase or termination; and except during the last seventy five (75) days of the term of this **Plan or any** renewal thereof the Company shall not

have any obligation to negotiate or bargain with the Union with respect to any of the **matters** contained in **this Plan, except as provided** in section (c) below.

- (c) The only exception to the above sections **will** be that if Federal or Provincial Legislation is made effective after the date hereof, providing for contributions by the Company or changes in the present method of financing Company pension **payments** and **accrual** of funds, or should changes be made in the Old Age Security Act **1951** (as amended), the Company shall have the option **to amend, and/or integrate this Plan** by notice in **writing** to the Union, **provided** that the aggregate **benefits a retiring individual** Employee shall receive under such amended **Plan** is not **thereby** reduced in amount, so that the amount such individual shall receive from the Company when added to that part of the benefits provided by any government plan which are financed or paid for by a compulsory contribution from the Company, **shall** not be less than the amount of benefits provided under this **Plan**.
- (d) Should the **Company** elect not to amend, and/or **integrate the Plan as provided** in Section (c) above and as a result benefits to the individual retiring Employee in the aggregate are lessened thereby, the Union **shall** have the right to **re-open** for renegotiations, **with** respect only to the **affected** benefit, **60 days** after the official **proclamation** of such change, **modification**, or supplementation, and negotiations with respect only to the affected benefits will commence within **15** days, and if negotiations are not completed before termination of the notice period, this **Plan shall** continue in full force and effect there-

after, subject to termination upon thirty (30) days written notice. Such notice **shall** be given only on such date as will allow for termination of this Plan to coincide with the termination of the Collective Labour Plan then in **effect**. In the event of such termination, the provisions of this Agreement shall continue to **operate** in the manner as provided in the **Labour Relations Act** of Ontario.

ARTICLE XIV

EFFECTIVE DATE, DURATION AND TERMINATION

“Umbrella Provision”

In the event of termination of the Collective Labour Agreement by strike or lock-out, the benefits described therein **shall** be provided for ninety (90) days following termination. Termination of this **Plan** shall not have the effect of **automatically** discontinuing the pension plan insofar as it affects the pensions of those retiring before the termination date and no Pension granted prior to such termination shall be reduced, suspended, or discontinued except as specifically provided in the Pension Plan.

It is understood that amendment to the Pensions and Severance Award Plan in **accordance** with this Plan, is subject to the approval of the Board of Directors of the Company, subject to obtaining and retaining such acceptance of the Pension and Severance Award Plan by such Pension authorities and commissions and subject to obtaining and retaining such acceptance of this Plan by the relevant tax authorities to establish that the Company is entitled to deduct the amount of its contributions to the Pension Fund as an expense before taxes under the provisions of the Income Tax Act, or any other applicable tax laws, as now in effect or as hereafter amended or adopted, the Company agrees with the Union that the

Company will provide the pensions and pay the Severance Awards provided for herein which are awarded to those who become eligible therefore during the term of this Plan or any renewal hereof. No action in performance of the terms of this Plan and Consistent herewith shall be construed or interpreted to be a violation of any of the terms of any Collective Labour Agreement between the Company and the Union.

Should such approval or acceptance of the above named authorities be refused, or withdrawn, negotiations will be started by the parties in an effort to make such changes as are required to obtain approval. In the event of failure in such negotiations, but in any case not later than the effective date of such refusal or Withdrawal, this Plan will be terminated. In such event, either the Union or the Company may apply to the Ontario Labour Relations Board for permission to terminate the

collective Labour Agreement then in effect (solely for the purpose of obtaining Conciliation Service on the matter in dispute) and the other party shall join in such application. If subsequent to notice of termination of this Plan under these circumstances, the parties settle any difference between them, then the Collective Labour Agreement, if terminated, shall be reinstated to continue in full force until termination according to its provisions.

ARTICLE xv

PENSION BENEFIT RATES

) Basic Benefit Rate

\$13.00 per month per year of credited service; however, an Employee who **retires** on or after December **15, 1988 and prior to December 15, 1991**, in accordance with Article III, IV, V, VI, and VII of the Pension and Severance Award **Plan**, will receive a pension computed in accordance with the terms of the Pension and **Severance Award Plan** except that his **basic** pension will be **determined** by **multiplying** his years of **credited** service by **\$17.00** in lieu of the **Basic** Benefit rate set forth in Article XIV.

Effective December 16, 1991, the only Basic Benefit Rate will be "\$17.00".

) Supplemental Allowance

\$12.00 per month per **year** of credited service to a maximum of **30** years of credited service.

- (c) **For the purpose of calculating the amount of Pension, but not for the purpose of establishing eligibility or for any other purpose of establishing eligibility or for any other purpose. Credited Service as determined under Article II, of this Plan, will be adjusted to the nearest one-twelfth (1/12) of a year, up to and including the third decimal.**

(d) Present Retirees

\$0.50 per month per year of service for retiree that retired prior to April 15, 1985.