

COLLECTIVE LABOUR AGREEMENT

between

**GOODYEAR
CANADA INC.
BOWMANVILLE
FACTORY**

The Employer

and

**THE UNITED
STEEL WORKERS
OF AMERICA
ON BEHALF OF ITS
LOCAL 189**

For The Employees

February 20, 2004

July 22, 2006

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COLLECTIVE LABOUR AGREEMENT

This Collective Labour Agreement is made and entered into as of the 20th day of February, 2004 between Goodyear Canada Inc, with respect to certain employees at its Bowmanville Factory, hereinafter referred to as the "Employer", and Local 189 of The United Steel Workers of America, hereinafter referred to as the "Union".

ARTICLE 1 - PURPOSE

- 1.01** It is the mutual desire of the contracting parties to promote co-operation and harmony and to provide an amicable method of settling any dispute or grievance that might arise between them.
- 1.02** Both parties agree as to their desire to work in harmonious relationship and undertake that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, or membership or activity in the Union.

ARTICLE 2 - INTERPRETATION

- 2.01** In this Collective Labour Agreement and in its application, unless the context requires otherwise, the following words and expressions will have the meaning hereinafter given to them.
- (a) "Employer" means Goodyear Canada Inc., Bowmanville Factory, Bowmanville, Ontario.
 - (b) "employee" means every unionized hourly worker.
 - (c) "credited service" means the service of an employee with the Employer as it appears on his record maintained by the Employer in conformity with the Collective Labour Agreement. The terms "credited service" and "continuous service" as used throughout the Collective Labour Agreement shall be synonymous.

The records of the employee shall be presumed to be

conclusive of the facts concerning the service, employment, non-employment, or disability retirement of an employee, a former employee, pensioner or application for a pension, unless shown beyond a reasonable doubt to be incorrect:

- (d) “factory seniority” means the status an employee acquires after he has worked for the Employer for an accumulated total of four months in a twenty-four month period, and shall be measured by the length of such service;
- (e) “seniority” means and includes factory seniority as defined in paragraph 2.01 (d);
- (f) “probationer” means an employee without seniority;
- (g) “probationary period means the period of four cumulative months during which the probationer actually works for the Employer prior to acquiring seniority rights.
- (h) “holidays” means and includes the following days only: New Year’s Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (except that in any year in which Civic Holiday falls during a plant vacation shutdown period the Monday following the vacation shutdown period will be observed as Civic Holiday for all employees who are on vacation during that period), Labour Day, Thanksgiving Day, December 24, Christmas Day, December 26, December 31, one “Floating” holiday (date to be mutually agreed upon by April 1st of each year).

If an additional Statutory Holiday is proclaimed, such as Heritage Day, the Floating Holiday will be observed on the day of the Statutory Holiday.

The observation date of any of these holidays may be changed by mutual agreement between the Employer and the Union.

- (i) “qualification” means the ability to perform his own job in a safe competent manner, and to produce the normal standard of quantity and quality with acceptable attendance. To qualify, or qualified, shall have a like meaning.

“disqualification” shall have the opposite meaning of “qualification”.

Qualifications may be reinstated by mutual consent after a one year period subject to review with appropriate training where necessary.

“layoff” means the termination of work of one or more employees by the Employer for an indefinite period of time, caused by the decision of the Employer to reduce or eliminate the work upon which the employee was engaged; “laid off or “to be laid off” shall have a like meaning,

(k) “department” means and includes employees working in the department as defined below:

Millroom	2432	2433	2437
(2431 for cost purposes only)			
Conveyor & Special			
Products	2711	2720	2721
Lab	2102		
Shipping & Receiving	2390	2321	
Engineering	2211		
Porter Service	2026		
Boiler Room	2216		

(l) the term “average hourly earnings” shall be the average hourly earnings as computed weekly by the data processing equipment exclusive of all work runout situations, bonuses and premiums.

If no earnings are available for that week the employee’s previous computed average hourly earnings shall be used.

(m) the term “work week”:

1) **Five Day Schedule –**
starts Sunday 11:00 p.m., finishes 11:00 p.m. the following Friday.

Continuous Work Schedule –
starts Saturday 7:00 p.m., finishes 7:00 p.m. the following Saturday.

- 2) the term "Pay Period" and "Vacation Week"
Five Day Schedule –
starts Saturday 11:00 p.m., finishes 11:00 p.m.
the following Saturday.

Continuous Work Schedule –
starts Saturday 7:00 p.m., finishes 7:00 p.m.
the following Saturday.

All time sheets should be dated as to the actual date when the shift is complete, with the exception of the continuous work schedule sheets which should be dated as at the start of the shift.

- 3) the term "Statutory/Designated Floater Holiday"
Five Day Schedule –
starts 11:00 p.m. the day prior to the holiday
and finishes 11:00 p.m. the day of the holiday.

Continuous Schedule –
starts 7:00 a.m. on the morning of the holiday
and finishes 7:00 a.m. the day immediately
following the holiday.

- (n) "certified" means that an employee knows all of the tasks required to perform a job. In the event an employee does not know **all** of the job tasks, training will be provided so that the employee will not lose their qualifications. Certification will not be used for bumping privileges.

2.02 In this Collective Agreement, wherever the pronoun "he" appears it shall be construed as meaning any employee, male or female.

ARTICLE 3 - SCOPE OF AGREEMENT

3.01 The term of the Collective Labour Agreement shall apply to all employees and the Employer recognizes the Union as the sole collective bargaining agent for said employees for the duration of this Collective Labour Agreement.

3.02 Nothing in this Collective Labour Agreement shall conflict with the Employer's functions and responsibility to manage the factory and direct the working force insofar as it is not inconsistent with the provisions hereof.

3.03 The Employer agrees to meet with and bargain with representatives of the Union on matters pertaining to rates of pay, hours of work and working conditions, as outlined in Article 9.

3.04 There shall be no lock-outs, strike, slowdown or stop page of work unless and until all methods of disposing of the grievances as outlined in Article 9 have been applied.

ARTICLE 4 - HOURS OF WORK

4.01
(1) The hours of work for employees will be scheduled according to the following shift hours:

GENERAL FACTORY AND MAINTENANCE

- (a) Eight hour rotating shifts
Sunday 11:00 p.m. - Friday 11:00 p.m.
1st Shift - 11:00 p.m. - 7:00 a.m.
2nd Shift - 7:00 a.m. - 3:00 p.m.
3rd Shift - 3:00 p.m. - 11:00 p.m.
Twenty minutes for lunch with two - ten minute breaks (paid).
- (b) Eight hour steady day shift
Monday to Friday
Shift Hours
(1) 7:00 a.m. - 3:00 p.m.
Twenty minute lunch (paid)
(2) 7:00 a.m. - 4:00 p.m.
One hour for lunch (unpaid)
Ordinarily from 12:00 Noon to 1:00 p.m.
except in cases of emergency.
(1) & (2) receives two - ten minute paid break Periods.

(c) **FIRST, SECOND & THIRD CLASS
STATIONERY ENGINEERS**

Eight hour rotating continuous operation.

SHIFTS:

- 1st11:00 p.m. - 7:00 a.m.
- 2nd7:00 a.m. - 3:00 p.m.
- 3rd3:00 p.m. - 11:00 p.m.

Twenty minutes for lunch with two - ten minute breaks (paid).

Average standard weekly working hours of forty-two necessitating days off changing from week to week.

Vacation week begins Saturday 11:00 p.m. and ends the following Saturday at 11:00 p.m.

**CONTINUOUS EIGHT HOUR WEEK
SCHEDULE PREMIUMS**

Time and one-half paid from Friday 11:00 p.m. to Saturday 1 1:00 p.m.

Double time paid from Saturday 11:00 p.m. to Sunday 11:00 p.m.

No 90¢ Premium

OVERTIME PAYMENT

Time and one-half paid from 11:00 p.m. Sunday to Saturday 11:00 p.m.

Double time - paid from 11:00 p.m. Saturday to Sunday 11:00 p.m.

No premium payment for any work performed by an engineer on a scheduled half-day or **full** day off when such work **is** performed between 7:00 a.m. Saturday, but in other respects the overtime regulations will apply for those days.

(d) Shifts will normally rotate each week.

Above shift hours may temporarily be changed by the employer with **the** consent **of** the Chief Steward and employees involved.

4.02 "Overtime Work" means all time worked in excess **of** an employee's regular shift hours in any consecutive twenty-four hour period in a day or a regular number **of** shifts in **a** week as outlined in Section 4.01, but overtime work does not include:

- (a) time worked by employees exchanging shifts with one another at their own request;
- (b) the time spent on employee committee work or similar activity; however, such time will be considered part of an employee's regular shift hours in determining overtime hours on regular department work;

the changes of shifts in the middle of the week which might result in more than the regular daily hours being worked when such change is caused by the application of the provisions of Article 6 affecting employees retained in preference to layoff;

- (d) the change of shifts in the middle of the week which might result in more than the regular daily hours being worked when such change is caused by the application of the provisions of Subsections 5.05 (1) and 5.05 (2);
- (e) When an employee is asked to work between 12 Noon and 1:00 p.m. he will be given two options, if he works, he will receive time and one half for the hour or the opportunity to take his lunch hour at a later time. This only applies to an employee who works the 7:00 a.m. to 4:00 p.m. shift and has been asked to work his lunch hour due to an emergency.

4.03 An employee shall not have his regular working time reduced because he has done overtime work.

4.04

(a) When overtime work becomes necessary, it shall be distributed in an equal and impartial manner among the employees of the plant as follows:

- (1) Among those employees on the job requiring the overtime who are willing to work.
- (2) Among those qualified employees on the same shift requiring the overtime. Where there are only one or two shifts working - the lowest overtime houred employee on the job group affected will be asked.
- (3) Among those qualified employees in the department who are willing to work.
- (4) Among those qualified employees in the factory

who are willing to work the required overtime.

- (5) Among those competent employees in the department who are willing to work.
- (6) Among those competent employees in the factory who are willing to work.

It is expected that all employees will cooperate when and where overtime work becomes necessary.

- (b) For purposes of overtime only, qualified or competent shall have a like meaning. If an employee who is not qualified but is competent enough to perform the job on his own and is presently working on the job will have the same rights.
- (c) The department shall maintain a list of qualifications of each employee in his department. Overtime to be recorded and posted each week.
- (d) The "offered overtime hours, whether worked or not, will be recorded against employee. All hours over and above offered to an employee already working will not be charged whether worked or not.
- (e) Overtime shall be distributed equally on the basis of each calendar year. If overtime is necessary, the senior qualified employee will be considered the lowest overtime employee first, provided shifts allow.
- (f) No employees will be offered overtime work which would result in his working more than twelve consecutive hours.
- (g) The "offered" overtime hours recorded will follow an employee from one department to another.

If a new employee is hired, he will inherit the overtime hours (if he meets the overtime requirements) of the employee who owns the job (to which he was assigned) with the least amount of hours in that department.

- (h) Where two or more employees have the identical total of "offered" overtime hours, the employee on rotating

shifts (if any) will be offered overtime on the shift he has been working that week except as explained in 4.04 (E).

- (i) If an employee is asked to work back to back shifts whether worked or not can only be charged with eight hours of overtime.
- (j) For overtime purposes, the first shift filled will be 11:00 p.m. to 7:00 a.m., the second shift will be 7:00 a.m. to 3:00 p.m. and the third shift will be 3:00 p.m. to 11:00 p.m.
- (k) When an employee is scheduled on a specific **job** but has been rescheduled without his prior knowledge and/or approval, he will have the option of refusing the overtime except in cases of absenteeism, machine breakdown or unforeseen product problems.
- (l) When overtime requirements are low, and any one job is working a lot of hours after two consecutive week-ends of overtime requirements, other qualified employees will be asked to work besides the man on the **job**.

4.05 No time sheets will be changed until the Employee concerned has been informed of changes to be made.

4.06 The Employer will provide adequate relief when and where necessary.

ARTICLE 5 - WAGE RATES

5.01 The rate of pay shall be the one in effect at the date hereof. It shall remain in effect until July 22, 2006. All of the foregoing in accordance with the Memorandum of Agreement signed between the Employer **and** the Union on the 20th day of February, 2004. The rates as so revised shall remain in effect for the balance of the term of this Collective Labour Agreement provided that either party during the term of this Collective Agreement may request a consideration of the rates of pay and hours of work, if warranted by the general economic situation. Such request shall be in writing and the parties shall meet within thirty days of the date of delivery of such request.

5.02 An individual wage rate requiring an adjustment because of a change in the working conditions may be given consideration.

5.03

- (1) A Hiring-In-Rate of \$13.00 per hour will be paid for the first four months of calendar service, \$14.50 per hour for the next four months, and \$16.00 per hour being received for the next four months regardless of the work performed. After 1 year of service, the employee will receive full rate. This clause not to apply to skilled trades.
- (2) Employees hired after date of ratification will be eligible for the 12 hour continuous shift premium of \$0.90/HR., after one year of service. This clause not to apply to skilled trades.
- (3) Transfer rate shall be fifty cents per hour less than the day work rate of the job or when applied to an employee recalled from laid-off status if he has been laid off for a period of less than six calendar months, unless the employee's experience warrants a higher rate. However, an employee who **is** qualified on the job **to** which he **is** recalled or transferred will be paid the rate of the **job**.

5.04

- (1) When an employee is taken off his regular job and is assigned to other work or when an employee's work is run out and employment ~~is~~ found for him; he shall be paid his average hourly earnings or rate of job (whichever is higher) provided a satisfactory effort is given. However, in cases where a satisfactory effort is not being made, payment will be changed only after the employee has been so advised.

5.05

- (1) When an employee's work is run out and there is no other work to which he is assigned and continues beyond one shift and there are probationers in the factory, the employee(s) involved shall displace a probationer(s) the following day **so** that the employee(s) involved in this situation may only lose up to a maximum of four hours.

(2) When a employee's work is run out and there **is** no other work to which he is assigned and there is no probationer in the factory, after two working days, seniority provisions will be applied in the department only, within five working days, factory seniority provisions will be applied in accordance with **Article 6**.

5.06 All overtime on a regular eight hour work schedule shall be paid as follows:

Double Time - 11:00 p.m. Saturday to 11:00 p. m.
Sunday

Time and One **Half** - paid for all other overtime hours.

5.07 An employee not previously scheduled to work, **who is** called to work by the employer and consequently reports to work on Sunday or on a holiday or at any time after he has completed his regular shift and one hour before his next scheduled shift, shall receive either four hours at his regular rate of pay or the applicable rate **for** actual time worked, whichever is the greatest, and in addition, one-half hour travelling time at his regular rate of pay provided he left the building; this provision does not apply, however to an employee called in early on his scheduled shift.

5.08 When an employee has not been notified of a change in his starting time and reports for work prior to his new starting time he will work that shift and report the following day on his proper shift. If this move necessitates more than eight hours work in a twenty-four hour period, eight hours will be paid at premium pay.

If an employee reports for the work the following shift from his new starting time he will receive eight hours pay at A.H.E. for the shift he missed. **If** he is offered work it will be considered as overtime provided that the conditions were within the Employer's control and **that** the employee has advised the Employer **of** his last and correct address.

5.09 An employee who is injured in the factory and treated in the health centre and/or in a physician's office and/or hospital, shall be paid his average hourly earnings for the time so spent during the shift in which the injury occurs. If **by** reason **of** the injury the employee is sent home by the Employer, he shall be paid his average

hourly earnings for the balance of his shift.

The employee will notify the employer as soon as possible to his status.

5.10 An employee shall be paid for time lost on his job if he is called away from same by the Employer.

5.11

(1) Each member of the Bargaining Committee who is present at special meetings called by the Employer at the regular monthly meeting with the Employer or at 3rd and 4th stage grievance meetings with the Employer shall be paid at his average hourly earnings for the period commencing one-half hour prior to the designated starting time of the meeting until the time at which the meeting is adjourned. He shall also be paid at his average hourly earnings for time spent during negotiations for renewal of Agreements until such time as application is made for conciliation services.

(2) All time spent by employees in special meetings called by the Employer will be considered as "hours worked" in the calculation of overtime.

5.12

(1) The establishment of standards shall be derived from time and motion studies of the job. The department Steward and one member of the Time Study Committee concerned will be notified of new standards and, if they so request, they will be allowed a maximum of two working days on the operation to check the facts before the proposed standards become effective.

(2) It is agreed that no change in permanent standards will be made unless changes are made in job content such as method, construction, compound, group arrangement, breakdown, layout, equipment, materials or specifications, which either increase or decrease the time necessary to produce a unit of production. Any changes in such standards will be made commensurate with the degree of change in the job content.

(3) Inaccuracies relating to job content made at the time the standard was computed will be corrected, unless more than ninety days have elapsed since the standard

was effective, in which event corrections may be made only by mutual agreement.

- (4) Changes in established standards will be made as soon as possible following a change in job content, unless otherwise mutually agreed. It is understood that where an employee complies with the job specifications and increases his efficiency through his own skill and effort it shall not be interpreted as being a change in job content under the provision of this section.
- (5) It is agreed that the Employer shall base standards on full use of an employee's time, which consists of full productive time on the job with reasonable allowances.
- (6) In the event a grievance arises out of a standard, the Department Steward and one member of the Time Study Committee shall have the right to observe the operation and to attend at the Time Study Department to inspect records which show its timing; in such a dispute, upon mutual agreement which show its timing; in such a dispute, upon mutual agreement between the Employer and the Union, the Union may engage an engineer competent to conduct time and motion studies to work with Employer's Time Study Department.
- (7) If settlement of the grievance results in an adjustment in the contested standards, it shall be corrected.

5.13 No salaried employee of the Employer, or temporary hourly rated Manager **shall** perform any work which should normally be done by employees except in **cases** of emergency or training of employees.

Where there is a qualified bargaining unit employee available he will perform the on-job-training.

5.14 The employees working on rotating shifts will receive a bonus of fifty cents per hour on the afternoon shift and fifty-five cents per hour on the night shift. This bonus shall not be included in the calculation of the overtime pay.

5.15 An employee who is required to serve on a jury or is subpoenaed as a Crown Witness shall be paid the difference between the amount paid **for** such service and

his average hourly earnings for the time lost from his regularly scheduled work shift by reason of such service, subject to the following provisions:

- (a) employees must notify their Area Manager or Department Head within twenty-four hours after receipt of notice of selection for jury duty or subpoenaed as a Crown Witness:
- (b) an employee called for jury duty or subpoenaed as a Crown Witness and who is temporarily excused from attendance at court must report for work if a reasonable period of time remains to be worked in his shift;
- (c) an employee selected for jury duty or subpoenaed as a Crown Witness will be scheduled onto the (7-3) Monday to Friday Day Shift.
- (d) in order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received;
- (e) should an employee's scheduled vacation be affected due to his selection for jury duty or subpoenaed as a Crown Witness, his Manager shall reschedule said employee's vacation if he so requests in the current year.

5.16 An employee on the active payroll of the Employer who is excused by the Employer solely because of the death and funeral of a parent, parent-in-law, son, daughter, brother, sister, husband, wife, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's brother-in-law, spouse's sister-in-law, spouse's grandparent or a dependent who lives in the household of the employee will be compensated at his average hourly earnings for the time so lost by him upon his regular working schedule by reason of such absence, for up to three days for each such death and funeral; this provision to apply when it is necessary for the employee to make arrangements and/or attend the funeral.

For the purpose of this section, a step-parent or foster-parent shall be considered as a parent and a step-son or stepdaughter or foster-son or foster-daughter shall

be considered as a son or daughter only when the step-parent or foster parent has taken the place of the natural parent in relation to such child and is not in receipt of any financial aid for the support of such child.

Common-law relationships according to Government law will be so recognized.

ARTICLE 6 - SENIORITY

6.01 Seniority for the purpose of this Article 6 and as distinct from service shall be calculated as from the date of the employee's first working day for the Employer, but shall not include the time an employee is protected from lay-off and continues to work under Subsection 6.13 (1) or as a member of the Executive Board of the Union or as a Steward under Subsection 6.07 (1) after an employee with more seniority has been laid off and until he is recalled to work.

6.02 Notwithstanding any provision (except Section 6.17) that may be contained in this Article to the contrary, no employee shall be assigned or transferred to any job for which he is not then qualified, provided that, should there be a vacancy for which no qualified employee is available, then subject to the provisions of Section 6.17, the Employer may assign or transfer any employee to the job for a period in which to qualify; it is furthermore provided that it will not be necessary for an employee to have previously worked on an unclassified job in order to be a qualified employee at such unclassified job.

6.03

(1) The employees of the Engineering Division of the factory shall be subject to layoff and recall only within their own division and their seniority rights shall be determined only in relation to each other.

Although the General Service employees belong to the Engineering Department, they are not subject to these provisions.

Other employees shall not have the right to displace employees of the Engineering Division, nor, in turn, shall the latter have the right to displace other employees.

In all other respects the provisions of this Article shall apply to employees of the Engineering Division in the same manner as they apply to other employees.

- (2) When a vacancy exists either in the Engineering Division or in the rest of the factory and no laid-off employee can be recalled, then the Employer may re-employ a laid-off employee having no seniority in the division to which he is recalled under the following conditions:
 - a) he shall be eligible for recall to the division where he has seniority status during his probationary period in **the** new division;
 - b) he shall be deemed to be a probationer during four months in his new division;
 - (c) on the completion of four months, his seniority shall be restored to him in his new division.

6.04

- (1) An employee shall lose his seniority when he resigns or is discharged.
- (2) A laid-off employee shall lose his seniority whenever **he** fails to:
 - a) inform the Employer of the address at which he can **be** reached when required to report to work. Changes of such address may be forwarded by mail, addressed to the Employment Department and will be acknowledged in writing;
 - (b) notify the Employer of his intention to return to work within one working day after having been notified to **do** so by direct telephone conversation or messenger, or within three working days after a notice to do so has been received by courier or registered mail, sent to his **last** address on the records of the **Employer:**
 - (c) **report for** work within seven days after he has stated his intention to return to work.

In each **such** case, his employment and his seniority **shall**, terminate at once without notice or other act on

the part of the Employer; provided that the provisions of Paragraph 6.04 (2) (b) or (c) do not apply if the employee furnishes a satisfactory reason to the Employer within thirty days of his failure; this discretion may be used only once in favour of any employee.

- (3) An employee who is laid-off with less than five years of factory seniority and **is** not recalled to work by the Employer during the following two year period shall thereupon **lose** his seniority. An employee who **is** laid-off with five years or more of factory seniority and is not recalled to work by the Employer during the following five year period shall thereupon lose his seniority.

6.05 In any one layoff period, a former employee with seniority in layoff status shall be entitled to accumulate seniority and service equivalent to the seniority held at time of layoff but in no event shall accumulation exceed twelve months.

6.06

- (1) An employee absent from work because of bodily injuries caused by accident or sickness and qualified to receive weekly indemnity benefits under the terms of the Health and Life Insurance Agreement in effect from time to time between the Employer and the Union shall be entitled to accumulate seniority and service during the period of his absence on the following **basis**:

- (a) An employee who has less than five years of continuous service with the Employer will be entitled to accumulate seniority and service for a maximum period of one year, but his accumulated seniority and service shall not exceed his service with the Employer as of the day on which **he** last worked prior to his illness.

- (b) An employee who has five or more years of continuous service with the Employer, will be entitled to accumulate seniority and service for a maximum period of two years.

- (2) The provisions of Subsection 6.06 (1) shall not apply to a female employee who is granted leave of absence due to pregnancy in accordance with the provisions of Section 6.09.

- (3) The provisions of Subsection 6.06 (1) shall in no way limit the accumulation of seniority and service by an employee who is receiving Workers' Compensation Benefits.

6.07

- (1) (a) No Steward nor Chief Steward shall be laid off or transferred from his department while there is work to be performed in his department.

However, to establish job position the following bumps will apply:

- Classified group provided qualified and sufficient service
- Unclassified group provided sufficient service
- Department super seniority jobs as per Clause 6.13 (1) d) Lowest position within job group listing.

- (b) No member of the Executive Board shall be laid off while there is work to be performed in the factory.

The Union officials to which the privilege extends (Paragraph A & B shall be limited to eleven Executive Board Members). Plus Stewards as listed:

Belt Department	3
Millroom	3
Power House/Engineering	1
Porter Service/Lab/Shipping	1

If Building #33 is utilized for some other product necessitating transferring or hiring of new employees the Union (Local 189) reserves the right to add Stewards to this Department.

- (2) An employee who is elected or selected for duty as an officer for, or representative of, the United Steel Workers of America or to the Canadian Labour Congress or to the Federation of Labour, which assignment will take away from his employment with the Employer, may apply in writing for a leave of absence; such leave of absence shall be requested and granted yearly and shall cancel itself automatically upon termination of this Collective Labour Agreement. For three years following the date the leave of absence is grant-

ed, the employee will accumulate seniority and service for employment reinstatement and thereafter will retain seniority for as long as his leave of absence continues in force. Following the termination of his leave of absence and his immediate return to work for the Employer, he shall be reinstated to all privileges of employment and he shall be offered the same work in the department which he had left or similar work at the then current rate of pay for such work.

For Pension purposes only, such employees will be credited with the seniority and service which he has accumulated pursuant to the preceding paragraph and will not have to return to active employment with the Employer in order to qualify for a pension or severance award if otherwise eligible for the same. The Pension Plan in effect at the date of the employee's application for retirement shall be the Pension Plan applicable to him.

- (3) An employee who is selected as a delegate to the convention of The United Steel Workers of America, the Ontario Federation of Labour or the Canadian Labour Congress, or who requires leave of absence to perform specific union duties or municipal elective duties, may apply to his Manager for time off to attend to such duties and will be granted such time as may be necessary for this purpose.
- (4) Under the provisions mentioned above in this Section, the Union shall give consideration to the need of the assignment or appointment and the possible handicap to other employees.

6.08 An employee who wishes a Leave of Absence for personal reasons shall make written application to the Industrial Relations Department.

Approval from his Area Manager, Business Centre Manager and the Industrial Relations Manager is required.

This application must include the reason(s) for such a request.

If granted, such leave shall be in writing and a copy will

be given to the Union Secretary. Leave Of Absence will not be granted for self-employment or for employment elsewhere. The employee must return to work on the date indicated in the letter of authorization and he will be placed on his previous job provided that he is able to perform the work. The employee will be credited with service or seniority during the period while he is on leave of absence up to a maximum of two months. Welfare Benefits, exclusive of Weekly Indemnity, will be continued during the period of leave of absence up to a maximum of two months.

6.09

- (1) When a female employee has been pregnant for a period of four months, she shall present a certificate from her physician to such effect and shall be granted leave of absence until four months after birth or other delivery. Her seniority shall be retained during the said leave of absence, provided that within the last mentioned four month period, she presents the written opinion of her physician that she is able to perform her normal work to the Personnel Department of her Employer.
- (2) She shall be returned to her last previous job or in case she has not enough seniority to return to her last previous job, she shall follow the provisions as outlined in Section 6.13.
- (3) If she does not apply as in Subsection 6.09 (1) her employment will terminate without notice.

6.10 As in hiring, it shall be the function of the Employer, in his judgement to determine the qualification of each employee; such judgement will be carefully applied when reviewing the individual qualifications of employees.

Regular assessment of employee progress to be reviewed within a reasonable time limit.

6.11 The probationer shall be temporary employee for all the time of his probationary period; his employment may be terminated at any time without reference to seniority and, subject to the provisions of Section 9.12, the Employer shall not have an obligation to rehire him or

offer him work. The length of time worked by a probationer before his layoff shall, on rehiring, be credited to him after he has acquired seniority, if he has not been laid off more than one year.

6.12 No employee with seniority shall be laid off in the factory before all probationers are laid off.

This clause does not apply in the Engineering Division.

6.13

(1) When it becomes necessary to actually lay-off an employee from the plant the employee with the least seniority on the Classified or Unclassified jobs affected will be considered the surplus employee and will displace other employees with less seniority provided that an employee displacing on a Classified job must be qualified on the job except in Paragraph 6.13 (1) d).

However, the senior employee(s) on a job or the senior employee(s) in the job group affected will have the opportunity to elect direct optional lay-off under the following conditions:

- (1) Actual plant manning reduction occurs.
- (2) Laid-off employee must return to work when Company is in a new hire position.
- (3) Laid-off employee must return to work when he has exhausted his E.I. Credits,
- (4) An employee must return to work when recall provision as outlined in Article 6 prevail.
- (5) Optional laid-off employees will not be recalled to other jobs within the plant as a result of their qualifications for vacation fill-in relief purposes.
- (6) If and when the lay-off period reaches a one month duration, the employee will then have the option to exercise his rights under Article 6 or may continue his optional lay-off.

(7) The employee is responsible to report his intentions with respect to the optional lay-off to the Personnel Office five working days prior to the end of the one month optional period.

- (a) the employee with the least seniority on any classified job of the department, failing which he will displace the employee with the least seniority on the unclassified **jobs** of the department.
- (b) the employee with the least seniority on any classified **job** in any department of the factory, failing which he will displace the employee with the least seniority on the unclassified **jobs** in any department of the factory.
- (c) the employee finally displaced, who has insufficient seniority to displace others will be laid off;
- (d) an employee with one year or more of seniority provisions as outlined in Paragraph 6.13 (1a) or (b) or (c) will have the right to displace the employee with the least factory seniority in the following classified jobs:

2nd Building Tables
2nd Inspection Tables

Banbury Lay-Down
Calendar Helpers

or failing the above any lower seniority employees in the unclassified labour pool group.

- (e) The list of classified jobs are referred to in Paragraph 6.13 (1) (d) may change after discussion with the bargaining Committee.

Any displaced employee has the displacing privileges as listed in Subsection 6.13 (1).

- (2) (a) An employee who was placed on other work in the factory from a classified job shall be reinstated to the classified job on which he worked immediately prior to the date of layoff, provided he is entitled to do so by virtue of his seniority and qualifications for the job; except that, if the said employee has worked for three consecutive months on his new job, he may in this case, retain his new job; and
- (b) an employee who was placed on other work in the factory from an unclassified job shall not be rein-

stated to his former unclassified job unless he prefers such reinstatement, such preference being offered on the first occasion only: and

- (c) after all employees have been reinstated according to the provisions of Paragraph 6.13 (2) (a) and (b) a laid off employee with recall rights will be recalled in order of seniority to classified jobs that may be vacant provided the employee is qualified on such job, or will be recalled in order of seniority to unclassified jobs;
- (d) finally, the balance of the employees shall be recalled in order of factory seniority to fill classified or unclassified jobs that may be vacant.

6.14 An employee who refuses to accept a transfer occasioned by reason of a layoff in accordance with Section 6.13 shall not be discharged but shall be laid off and shall be entitled to all privileges granted to an employee who is laid off in usual course according to the provisions of Section 6.13.

6.15 An employee to be laid off for an indefinite period shall be given not less than seven calendar days notice of the effective date of such layoff and such employee will be granted pay at his average hourly earnings for such time during the seven day calendar period that work is not available.

This does not apply to employees electing direct layoff according to 6.13 (1).

An employee shall give one week's notice of the effective date of his resignation, if possible.

6.16 Employees who transferred to positions outside the bargaining unit and who had at least one year of seniority in the bargaining unit prior to transfer, shall be granted factory seniority equivalent to their continuous employment with the Employer upon being transferred back into the bargaining unit, provided such service outside the bargaining unit has been accumulated in the plant covered by this agreement.

Such former employee shall take his place in the factory in the following manner;

- (1) **He** shall displace the employee with the least factory seniority on an unclassified job in the factory provided his seniority so entitled him.
- (2) Failing this, he shall find his rightful job in accordance with Article 6.

This section will not be applicable to the Engineering Division.

6.17

- (1) When a vacancy occurs, a notice of such vacancy will be posted in the Factory Entrance for four full working days exclusive of Saturday, Sunday, and Holidays.

A list of the employees bidding for the posted vacancy will then be posted for one working week, after which the position will be filled. Transfers will be accepted during the one week period.

Once the employee signs his name to the Job Posting Sheet, it cannot be withdrawn. This also applies to Job Progression **Sheets**. All sheets to be dated and witnessed by Management.

Any further vacancies which occur on the posted job within ninety days of the posting will be filled from the list of applicants from such posting in accordance with factory seniority.

Employees will be permitted to job post plant wide with a twelve month interval to apply between honoured job postings, exclusive of Classified Day Shift Jobs and Newly Created Jobs. Employees will not be permitted to **job post** down within a crew.

All subsequent vacancies created by the filling of the vacancy will be filled from the transfers on file. These transfers must be renewed in April of each calendar year.

Employees will be permitted to transfer plant wide with a twelve month interval to apply between honoured transfers.

This provision will cover all vacancies except crews, as outlined in Section 6:20 Lead Men and Engineering Division excluding General Service.

When employees are working away from the Bowmanville Plant the Company will **so** inform them of all job postings.

- (2) An employee prior to leaving on vacation may submit in writing to Management his desire to be considered for any job postings which may occur when he is on vacation. His name will be added to such postings in order of his plant seniority provided he has completed and signed the proper form.

An employee who wishes to transfer from one job to another due to a vacancy created by a Job Posting shall submit a written transfer for request in duplicate to his Area Manager.

The Business Centre Manager will sign the copies and return one to the employee. A transfer is applicable only to fill a vacancy which resulted from a Job Posting.

- (3) All classified and unclassified day shift jobs to be posted.

6.18 An employee shall have the right to examine his seniority records at any time at the Personnel Office; a factory seniority list shall be posted in each department showing the names of all employees of said department; this list will be corrected by the Employer at the end of each calendar month; a complete seniority list by departments will be supplied to the Union, each year, when the seniority lists are revised.

6.19 For the purpose of this Article, a list of the classified and unclassified jobs of the factory shall be given by the Employer to the Union from time to time.

The combined total of unclassified and the "special list" of classified positions will represent at least 45% of the total job positions.

Any change in the present classified or unclassified job

classification or the introduction of new jobs to the classified or unclassified classifications will be discussed with the Bargaining Committee before becoming effective.

6.20 Crew Progression

(1) All crew operations shall be shown on the classified and unclassified list.

(2) Subject to Subsections 6.13 (2)(a) and (b) crew progression shall be as follows:

(a) Employees on the job immediately below the vacancy who are qualified on the job where the vacancy exists shall be given the first opportunity to fill the vacancy, in order of factory seniority.

(b) If the vacancy is not filled as in Paragraph (a), the employees who are qualified on the job immediately below the vacancy shall be given the next opportunity to fill the vacancy, in order of factory seniority.

(c) If the vacancy is not filled as in paragraphs (a) or (b), the employees who are not qualified on the jobs immediately below the vacancy shall be given the next opportunity to fill the vacancy, in order of factory seniority.

(d) If the vacancy is not filled as in Paragraphs (a), (b) or (c), the same procedure as outlined in Paragraphs (a), (b) and (c) shall be followed progressively on the lower jobs in the crew.

(e) If a vacancy is not filled as in Paragraphs (a), (b), (c) or (d), job posting as outlined in Section 6.17 shall be applicable.

(3) Crew Regression

Employees on crew operations shall regress due to a reduction in the number of crews or the number of employees in a crew as follows:

(a) The first employees to regress shall be the unqualified employees in reverse order of factory seniority, in the highest job in the crew.

- (b) The next employees to regress shall be the qualified employees in reverse order of factory seniority, in the highest job in the crew.

NOTE:

In moving **down**, the employee shall displace the unqualified employees, if any, in reverse order of factory seniority and then qualified employees in reverse order of factory seniority in the next lower job in the crew.

6.21

- (1) On a classified **job** where there are twenty or more hours of work per week the employee on the job will retain his classification and **will** be given other work which will provide him with sufficient hours to constitute a normal work week.
- (2) If it becomes necessary to combine classified jobs, the employees having the qualifications on one of these jobs will **be** recognized as having qualifications on the others. In this case the qualified employees having the longest seniority will be retained in the new grouping.
- (3) In the combining of classified and unclassified **jobs** for the purpose of picking up labour balance the employees with the longest factory seniority on the jobs being combined will be retained in the new grouping if they **so** desire. If the employee with the longest factory seniority does not wish to remain on the job he will then find his rightful place according to Section 6.13 of the Collective Labour Agreement.
- (4) It is understood that the Open, Banbury, Calendar Extruder and Cement House Mills will each be considered **a** separate classification.

Employees who presently hold qualifications on either Open, **Banbury** or Calendar Mill classification will automatically hold qualifications on the Extruder and Cement House Mill classifications.

- 6.22** An unclassified plant labour Balance Pool employee may be used on any shift for fill-in purposes, however, if no fill-in is required, they may be assigned work else-

where or Article 6 will apply.

The manning of the Labour Balance Pool will be adjusted as required.

Experience gained as a Labour Balancer shall not be used for the purpose of bumping privileges or enhance the employee's qualification period in relation to other employees attempting to qualify on the same job at the same time.

ARTICLE 7 HOLIDAYS AND VACATIONS

- 7.01** A holiday shall begin as per Article 2.01 (m) (3).
- 7.02** Subject to the other provisions of this Article, an employee shall be paid an amount equal to one standard shift for each holiday.
- 7.03** Such payment for a holiday will be included with the regular pay for the week in which it occurs and will be calculated as follows:
- Daywork employees will be paid their standard shift hours multiplied by their daywork wage rates.
- 7.04** An employee who is required to work on a designated holiday shall be paid double time, in addition to his holiday pay.
- 7.05** Only the employee actually at work on the last regularly scheduled shift before and his first regularly scheduled shift following the holiday, shall receive Holiday Pay. In a case where there are circumstances beyond the employee's control and the employee could have worked if the factory had operated, payment for a holiday may be made upon recommendation of Management.

An employee who is laid off within a period of five working days immediately preceding a holiday and who is actually at work on the day of lay-off shall be entitled to receive Holiday Pay for such holiday.

Subject to the above, an employee who is absent because of sickness or accident and limited to a thirty day period exclusive of Saturday and Sunday prior to or following such designated holiday, shall receive Holiday Pay provided such absence is supported by a Doctor's Certificate and presented to Management by the employee prior to his first shift back to work.

There shall be deducted from such pay any payments which the employee receives as the result of such illness.

7.06 An employee shall receive Holiday Pay for a holiday that occurs either during his regular vacation or the day before or the day after his regular vacation period provided that ~~the~~ said employee actually works on his last regularly scheduled shift before and his first regularly scheduled shift following his vacation period and ~~such~~ holiday.

In a case where an employee is absent on his last regularly scheduled shift before or his regularly scheduled shift after such holiday and vacation and such absence is excused, payment for the holiday may be made upon a recommendation as outlined in Section 7.05.

Subject to the above, an employee who is absent because of sickness or accident and limited to a thirty day period exclusive of Saturday and Sunday, prior to or following such designated holiday, shall receive Holiday Pay for a holiday that occurs either during his regular vacation or on the day before or the day after his regular vacation period provided such absence is supported by a Doctor's Certificate and presented to Management by the employee prior to ~~his~~ first shift back to work.

There shall be deducted from such pay any payments which the employee receives as the result of such illness.

7.07

(1) An employee shall be granted two week's vacation with **pay** after one year of continuous **service**; however, in order to bring everyone to a common vacation year and

for the purpose of computing the vacation and the vacation pay, the vacation year shall be the calendar year, starting on January 1 and terminating on December 31. A vacation week shall begin as per Article 2.01 (m).

- (2) An employee with less than one year of continuous service as of December 31 of the previous calendar year, shall be granted in the current year a vacation of one-half day for each complete month he has worked during the previous calendar year since the last date of hiring and will receive as vacation pay 4% of his earnings in the previous calendar year since the last date of hiring.
- (3) An employee who completes one year of continuous service on or before December 24 in the current year shall be granted in the same current year a second week of vacation on his completion of one year of continuous service in addition to the vacation he has already been granted for his previous service, and will receive as vacation pay for that second week of vacation 2% of his earnings in the previous calendar year.

An employee who completes one year of continuous service after December 24 in the current year shall be granted vacation for the remaining days of the year with pay for his remaining regularly scheduled days of work.

- (4) An employee with one year or more but less than five years of continuous service as of December 31 of the previous calendar year, shall be granted in the current year two weeks of vacation and will receive as vacation pay 4% of his earnings in the previous calendar year since the last day of hiring.
- (5) An employee who completes five years of continuous service on or before December 24 in the current year shall be granted in the same current year a third week of vacation on his completion of five years of continuous service in addition to the two weeks of vacation he has already been granted for his previous calendar year of service and will receive as vacation pay for this third week of vacation 2% of his earnings in the previous calendar year.

An employee who completes five years of continuous service after December 24 in the current year shall be granted vacation for the remaining days of the year with pay for his remaining regularly scheduled days of work.

- (6) An employee with five years or more but **less** than twelve years of continuous service as of December 31 of the previous calendar year shall be granted in the current year three weeks of vacation and will receive as vacation **pay** 6% of his earnings in the previous calendar year, less any amount which has previously been paid to the employee as vacation pay in respect of the same vacation year.
- (7) An employee who completes twelve years of continuous service on or before December 24 in the current year shall be granted in the same current year, **a** fourth week of vacation in addition to the regular weeks of vacation he has already been granted for his previous calendar year of service and will receive as vacation pay for the fourth week of vacation 2% of his earnings in the previous calendar year.

An employee who completes twelve years of continuous service after December 24 in the current year shall be granted vacation for the remaining days of the year with pay for his remaining regularly scheduled days of work.

- (8) An employee with twelve years or more but less than twenty years of continuous service as **of** December 31 of the previous calendar year shall be granted in the current year four weeks of vacation and will receive as vacation pay 8% of his earnings in the previous calendar year, less any amount which has previously been paid to the employee as vacation pay **in** respect of the same vacation year.
- (9) An employee who completes twenty years of continuous service on or before December 24 in the current year shall be granted in the current year a fifth week of vacation on completion of twenty years of continuous service in addition to the regular weeks **of** vacation he has already been granted for his previous **calendar** year of service and will receive as vacation pay

for that fifth week of vacation **2%** of his earnings in the previous calendar year.

An employee who completes twenty years of continuous service after December **24** in the current year shall be granted vacation for the remaining days of the year with pay for his remaining regularly scheduled days of work.

- (10) An employee with twenty years or more but less than **twenty-five** years of continuous service as of December **31** of the previous calendar year shall be granted in the current year five weeks of vacation and will receive as vacation pay **10%** of his earnings in the previous calendar year, less any amount which has previously been paid to the employee as vacation pay in respect of the same vacation year.
- (11) An employee who completes **twenty-five** years of continuous service on or before December **24** in the current year shall be granted in the same current year a sixth week of vacation on completion of thirty years of continuous service in addition to the regular weeks of vacation he has already been granted for his previous calendar year of service and will receive as vacation pay for that sixth week of vacation **2%** of his earnings in the previous calendar year. An employee who completes **twenty-five** years or more of continuous service after December **24** in the current year shall be granted vacation for the remaining days of the year with pay for his regularly remaining scheduled days of work.
- (12) An employee with **twenty-five** years or more of continuous service as of December **31** of the previous calendar year shall be granted in the current year six weeks of vacation and will receive as vacation pay **12%** of his earnings in the previous calendar year less any amount which has previously been paid to the employee as vacation pay in respect of the same vacation year.
- (13) When an employee has been unable to **work** during a portion of the preceding calendar year owing to sickness or injury not covered by the Worker's Compensation Act, and for this reason only the vacation pay is less than the minimum mentioned below, the

vacation pay shall be increased to a minimum of \$400.00 per week provided that said employee must have worked during some portion of the preceding calendar year and has resumed his duties not less than one month before vacation is granted.

- (14) An employee with seniority who leaves the employment of the Employer for any reason or who dies during his employment, if he has had vacation or pay in lieu of vacation in the current year, shall be entitled to receive or in the case of death his estate shall be entitled to receive 4% of his earnings in the current year in cash if he has completed one year or more but less than five years of continuous service at the date he leaves the employ of the Employer or dies, or 6% of his earnings in the current year in cash if he has completed five years or more but less than twelve years of continuous service at the date he leaves the employ of the Employer or dies, or 8% of his earnings in the current year in cash if he has completed twelve years or more but less than twenty years of continuous service at the date he leaves the employ of the Employer or dies, or 10% of his earnings in the current year in cash if he has completed twenty years or more of continuous service at the date he leaves the employ of the Employer or dies, a 12% of his earnings in the current year in cash if he has completed twenty-five years or more of continuous service at the date he leaves the employ of the Employer or dies.
- (15) An employee with seniority who leaves the employ of the Employer for any reason or who dies during his employment, if he has not had a vacation or pay in lieu of vacation in the current year, shall be entitled to receive or in the case of death his estate shall be entitled to receive vacation pay in lieu of vacation calculated in accordance with the provisions of Subsection 7.07 (14) plus the same applicable percentage of his current year's earnings in cash calculated in accordance with the provisions of Subsection 7.07 (14) and based on his length of continuous service with the Employer.

An employee with seniority who starts and ceases employment during the current year shall receive in form of cash an amount equal to 4% of his actual earn-

ings since his last date of hiring in lieu of vacation pay.

7.08

(1) An employee must take his vacation to receive vacation pay.

(1a) 5th and 6th Week of Vacation -An employee must take his vacation to receive vacation pay. Exception - employees who are eligible for 5th or 6th week as outlined in 7.07 (9), (10), (11), (12), may work in lieu of these weeks provided indication of his intention to do so during vacation booking period. Vacation pay for those employees exercising their option to work their 5th or 6th week will be paid in the following manner: a) Payment to be made in the 1st week of February of the current year.

No payment will be made prior to January 1st of the current year in which holidays are herein taken.

This form of payment is to apply to employees exercising their option to work their 5th or 6th week only.

Vacations are not cumulative and cannot be transferred into the **following year**.

(2) Employees who complete one year of continuous service between August 1st and December 24th may elect to receive vacation time payment as per the Collective Labour Agreement.

Employees completing one year of continuous service after December 24th will receive vacation pay as per the Collective Labour Agreement.

This clause to apply to Employees in their first year of service only.

(3) Vacation may be taken at any time during the calendar year, at such time as may be most convenient to the Employer, but every effort shall be made to schedule vacations at times suitable to the employees.

(4) When booking vacations employees will be asked according to the **job** they actually own and not the job they are borrowed onto.

- (5) In computing the actual earnings for vacation pay, the following items shall be included:
actual wages earned (including bonuses and overtime payment), vacation pay for the preceding year, Worker's Compensation payments for **lost** time, Ontario Health Insurance Plan premiums which are **paid** by the Employer on behalf of the employee, Short Work Week Benefits paid under the Supplemental Unemployment Benefit Plan and Weekly Indemnity payments paid under the Health and Life Insurance Agreement.
- (6) When an employee is **called** to work while on vacation he shall be paid at the rate of time and one half for all regular hours worked Monday to Saturday inclusive and double time for all hours worked on Sunday.

All lost vacation time involved in this arrangement will be rescheduled and taken by year end.

ARTICLE 8 – UNION SECURITY

8.01

- (A) Any employee who is a member of **the** Union in **good** standing on the effective date of this Collective Labour Agreement, shall maintain his membership in the Union as a condition of his continued employment for the duration of this Collective Labour Agreement to the extent of paying union dues in accordance with the constitution of the U.S.W.A. **as** determined by the **local** union and uniformly required of all members of the Union as a condition of acquiring or retaining membership therein.
- (B) Any employee in the Bargaining Unit who is not a member of *the* Union **shall** become a member **of** the Union on the effective date of his hiring **as a** condition of his continued employment and shall maintain his membership on the same terms **and** to the same extent provided in Subsection 8:01 (A).
- (C) Any person hired on or after the effective date of this Collective Labour Agreement or transferred therein after such effective date shall make application for union membership and shall as a condition of his continued employment maintain his union membership on

the same terms and to the same extent as provided in Subsection 8:01 (A).

- 8.02** The Company shall deduct from the pay of each member of the bargaining unit, weekly such union dues, fees and assessment as prescribed by the Constitution of the Union.
- 8.03** The Company shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Union, payable to the International Treasurer.
- 8.04** The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why along with any forms required by the International Union.
- 8.05** The Union shall indemnify and save the Employer and/or the Trustee of the S.U.B. Fund harmless from any claims, suits, judgements, attachments and from any other form of liability as a result of the Employer and/or the Trustee of the S.U.B. Fund making any deductions in accordance with the forgoing authorizations and assignments, and the Union will make refunds directly to all employees from whom a wrongful deduction was made.
- 8.06** The Company agrees to record total Union dues deductions paid by each employee on his Income Tax Receipt.

ARTICLE 9
GRIEVANCE AND ARBITRATION
PROCEDURE

- 9.01** The parties hereto shall meet through their authorized representatives respectively to discuss and adjust any dispute and/or grievance which may arise between the parties, every effort shall be exerted mutually to adjust any and all grievances which may arise.

A time and date for meetings between authorized representatives will be established within two working days after a request has been made by either party.

- 9.02** The Bargaining Committee, consisting of five members, all of whom shall be regular employees of the Employer, being nineteen years of age or over, and all of whom shall have had at least one year of continuous service with the Employer, shall be elected by the employees of the Employer, who are members of the Union, in a manner determined by the union, the Employer shall be informed by the Union of the personnel of that Committee; a representative from any department may be called in when deemed necessary by either party and may take part in negotiations until the completion of the particular grievance in question.

- 9.03** Any dispute or grievance between the employee and the Employer shall be dealt with as follows:

All time limits referred to in the grievance procedure herein contained shall be deemed to mean - working days exclusive of Saturday, Sunday, or vacations and holidays as set out in 2.01 (h).

STEP ONE

It is the mutual desire of the parties hereto, that complaints of employees be adjusted as quickly as possible, and it is generally understood that an employee or the Union has no grievance until the Area Manager involved has first been given an opportunity to adjust the complaint. If the employee or the Union does not receive a satisfactory answer, then the following **steps** of the grievance procedure must be followed immediately.

STEP TWO

If no satisfactory solution is reached at the discussion above mentioned, such employee may put his complaint in writing and present it to his Steward, and each such complaint shall be a "grievance" subject to the procedure hereinafter in this Article set forth; a grievance may be discussed by the Steward and/or the Chief Steward and/or the Union Representative with the Area Manager of the Department in which the grievance occurred.

This written complaint must be presented to the Steward and the Company within five working days of such complaint incident.

The Area Manager shall give the Grievor and Union a written reply not later than three days after such discussion.

STEP THREE

If no satisfactory solution is reached at the discussion in Step Two, such grievance may be discussed by the Bargaining Committee with the Manager Of Industrial/Relations/Operations Manager and the necessary Management personnel.

This meeting will occur within five days upon the Union presentation of the written grievance to the Manager Of Industrial Relations.

The Company shall give the Union written reply not later than seven days after this meeting has taken place.

STEP FOUR

If no satisfactory solution is reached at the discussion in Step Three, such grievance may be discussed by the Bargaining Committee and a Representative of the International Union with such representative of the Employer as the Employer may nominate for such purpose; provided that the aggrieved employee shall **be** at liberty, and may be required by either **party**, to appear in person at any stage of the negotiations above set forth.

This meeting will take place within five days upon Union presentation of the written grievance to the Manager Of Industrial Relations. The Company shall give the Union a written reply not later than seven days after this meeting.

STEP FIVE

- (1) Any dispute between the Employer and the Union as to interpretation of this Collective Labour Agreement and any allegation by either party that the other has violated any term of this Collective Labour Agreement shall be deemed to be a grievance when notice in writing thereof has been delivered by the **party** considering itself aggrieved to the other party and shall be subject to arbitration as hereinafter in this Article set forth.
- (2) Such grievance shall be discussed **by** the Bargaining Committee and at the option of the Union, a Representative of the International Union with such representatives of the Employer as deemed necessary.
- (3) If no satisfactory solution of any grievance in Step Five (1) and (2) is reached at the discussion in that Step, and in the case of any grievance in Section 9.03 which arises out of a difference **as** to the interpretation of this Collective Labour Agreement or an alleged violation of any term of this Collective Labour Agreement, if no satisfactory solution of such grievance is reached at the discussion mentioned in Section 9.03 Step Four either party may refer such grievance to a Single Arbitrator or Board Of Arbitration by delivering to the other party in writing, within thirty-five days after the cessation of such discussion.

NOTE:

(Where Single Arbitrator appears it shall have the same meaning as Board of Arbitration).

- (a) A statement of intention to refer the grievance to a Single Arbitrator.
- (b) A fair and just statement **of** the subject matter of the grievance.

(c) "Company and Union recognize the arbitration provision under Section 45 of the Ontario Labour Relations Act and that upon mutual agreement either party may request use of a G.S.O. (Government Settlement Officer). Also, either party may pursue the requirements of that Legislation and comply with its provisions as set out in the said Act. "

9.04 Both parties shall thereupon meet together through their representatives, as provided in 9.03 Step Five (2), and agree upon the statement of the subject matter of the grievance mentioned in Section 9.03 Step Five (3); and such statement shall be submitted to the Single Arbitrator hereinafter provided; provided that if the parties are unable to agree upon the said statement, the party to whom such statement was delivered, shall deliver in writing to the other party, within thirty-five days of the delivery of such last mentioned statement a counter-statement of the subject matter and the counter-statement shall be submitted to the Single Arbitrator hereinafter provided.

9.05 Each party shall, not later than five days after they have agreed upon a statement of the subject matter of the grievance, or not later than five days after the delivery of a counter-statement, deliver to the other party in writing, a statement of the name of the person nominated to represent such party as the Single Arbitrator.

9.06 No person may be nominated to be the Single Arbitrator who has either directly or indirectly attempted to negotiate or settle the grievance in dispute.

if they are unable to agree upon a Single Arbitrator they shall forthwith request the Ministry of Labour of The Province of Ontario to appoint a Single Arbitrator.

9.07 The Single Arbitrator shall meet promptly to hear and consider the grievance with all reasonable dispatch, and the decision of the Single Arbitrator shall be final and binding on both parties.

9.08 Each of the parties will jointly bear the expenses of the arbitrator nominated.

9.09 The Single Arbitrator shall not have any power to alter

or change any of the provisions for any existing provision, or to give any decision inconsistent with the terms and provisions of this Collective Labour Agreement.

- 9.10** To facilitate the above procedure, it **is** agreed that all Employer's representatives up to the Manager ~~of~~ Industrial Relations, shall make every effort to effect a settlement to the grievance by the close of three working days following the day the grievance **is** presented and when they are unable **to do so**, shall notify the Steward in writing and keep him informed as to progress being made; the final answer shall be in writing.
- 9.11** Any member of the Local Executive Board shall be permitted to enter the factory for the purpose of negotiating or making investigation of a grievance, provided that he first requests and receives permission from the Area Manager for each visit; when necessary he may be accompanied by the Steward from the Department concerned, provided the Steward can be temporarily relieved from his duties without impairing the efficiency and production of the factory; the International Representative may have the privilege of entering the factory for investigating grievances if each visit is approved and a pass signed **by** the Plant Manager.
- 9.12** If an employee is discharged or suspended as a penalty by the Employer and feels that he has been unjustly dealt with, he shall have the opportunity to talk with his Steward before he leaves the factory and he shall, within five working days, notify the Employer and the Union in writing; such discharge or suspension as **a** penalty **may** then constitute a grievance and **shall** be dealt with according to Section 9.03, if subsequently, it is decided that this employee was unjustly discharged or suspended as a penalty, he shall be reinstated in his former position and shall **be** compensated at **his** regular rate of pay for time lost, subject to the following provisions:

The Single Arbitrator will have the right to increase or decrease the penalty if he feels the circumstances justify this action and will have authority **to** determine the amount of pay the employee is to receive for the period

of his discharge or suspension, if he is subsequently reinstated. In calculating the amount of pay the employee is to receive if reinstated the Single Arbitrator shall deduct therefrom any monies earned by the employee from other employment and any Unemployment Insurance Benefits received by the employee during the period of his suspension or discharge and retained by him.

Every effort shall be made to settle such grievance within thirty days. It is understood that the Area Manager will inform the Steward of discharge or suspension as a penalty as soon as possible.

It is mutually agreed that if either party is unable to meet the above dates that a reasonable extension period will be granted provided written notice ~~is~~ given.

9.13

- (1) In all cases of arbitration a single arbitrator will b substituted for the Board Of Arbitration provided for in this Article 9 unless the Union and the Employer mutually agree to proceed by means of a Board of Arbitration.
- (2) In all cases of substitution of a single arbitrator for a Board of Arbitration as outlined in Subsection (1) of Section 9.13, all other applicable provisions of Article 9 will continue to apply so far as they are relevant.

9.14 There will be one regular monthly meeting of the Bargaining Committee with the Employer held during office hours; Special Meetings may be called at the request of either party.

9.15

- (1) An employee will be given a copy of any notation concerning his misconduct or inefficiency at the time it is placed in his personal record. A copy of every notation will be forwarded to the Secretary of the Union by the Manager of Industrial Relations of the employer.
- (2) Notations reporting offenses, exclusive of the violation of the no-strike provisions in the Collective Labour Agreement, not repeated within a one year period will be disregarded in the administration of discipline.

- (3) Notations reporting offenses involving violation of the no-strike provisions in the Collective Labour Agreement not repeated within a three year period will be disregarded in the administration of discipline.

ARTICLE 10 – MISCELLANEOUS

- 10.01** The Employer will provide reasonable protective devices and other equipment necessary to protect the employees from injury and sickness; the Union agrees to co-operate with the Employer in the use of these devices and in the elimination of all industrial accidents.
- 10.02** The Employer agrees to permit the Union to post notices of meetings and other union business or affairs on Bulletin Boards throughout the factory provided for such purposes; it is agreed however that such Bulletins shall be approved by the Manager Industrial Relations of the Employer and posted by members of the Employer's Personnel Department.
- 10.03** The Employer will furnish a list of employees and probationers entering and exiting the plant at the end of each week.
- 10.04** The Employer agrees to maintain adequate Cafeterias/Smoke Places for the employees.
- Employees will co-operate in maintaining the cleanliness and the proper use of these facilities to avoid suspension of these privileges.
- 10.05** Employees shall be at their work places ready to work at scheduled starting times. Employees shall not quit work until their designated quitting time.
- 10.06** Employees from the Bowmanville Factory who work on out-of- plant operations, in addition to being fully covered by this Collective Labour Agreement, shall be entitled to the following benefits:
- (a) Transportation will be provided to and from the job location.

- (b) All hours when travelling from Monday through Friday will be paid at straight time.
- (c) Payment for travelling on Saturdays, Sundays and holidays shall be premium pay up to when sleeping accommodations are provided.
- (d) When driving an Employer's vehicle employees will be paid straight time if driving within regular daily shift hours, Monday to Friday inclusive.

Driving beyond the regular shift hours, except on Sundays and holidays, will be paid at time and one-half. On Sundays, and on holidays, driving will be paid at double time. The recognized shift hours are 7:00 a.m. to 4:00 p.m. except when additional crews are necessary.

- (e) Employees will be paid at premium pay up to a maximum of eight hours per day when held over on a job on Saturdays, Sundays or holidays.
- (f) All meals in transit will be paid for by the Employer.
- (g) Single accommodations for a room and board will be provided by the Employer where practical.
- (h) Laundry service will be paid for by the Employer.
- (i) The Employer where practical will grant upon request a short leave of absence to allow approximately forty-eight hours in the **Bowmanville** area approximately every six weeks of continuous field work. Transportation will be provided by the Employer but no allowance for travelling time will be paid. However, Paragraph 10.06 0) will be observed where applicable.
- (j) A minimum pay of eight hours per day, Monday to Friday inclusive will be guaranteed.
- (k) Company to supply same health coverages for employees when out of the country as they have in plant.
- (l) Employees are allowed at least eight hours off in between shifts.

- (m) If shift hours necessitate more than twelve hour shifts, a second crew will be instituted when known in advance.
 - (n) Protective clothing supplied re weather and job conditions.
 - (o) Field Splice Crews will be paid the applicable rate of pay as indicated in Department 2722.
 - (p) Employees allowed to phone home within reasonable time limits.
 - (q) Reasonable accommodations will be provided for employees when work not required during shift.
 - (r) Work will not be performed by Local 189's employees that normally is performed by other Unions.
 - (s) Employees who return to the plant in mid-week will be scheduled on the dayshift for the remainder of the week.
- 10.07** Employees posting or transferring to Receiving/ Shipping Room must gain power truck license before being qualified on job.
- 10.08** When scheduled and actual working on Banbury, employees will work bell to bell and be allotted eighteen minutes after their shift has ended for wash-up purposes.

Straight time will be paid for these wash-up periods.

ARTICLE 11 DURATION OF COLLECTIVE AGREEMENT

11.00

- (1) Save as to the Pension Plan and Severance Award Agreement, the Health and Life Insurance Agreement, and the Supplemental Unemployment Benefits Plan

signed between the same parties, this Collective Labour Agreement constitutes the entire one between Employer and the Union; it shall remain in force from the 20th day of February, 2004 to the 22nd day of July, 2006, and thereafter from year to year unless either party gives to the other party notice in writing of cancellation or of proposals for revision within a period of not less than two months or more than three months prior to the anniversary date.

11.01

- (a) If either party gives to the other a notice of cancellation in accordance with the provisions of Section 11.01, this Collective Labour Agreement shall terminate in accordance with such notice.
- (b) If either party gives to the other a notice of proposals for revision in accordance with the provisions of Section 11.01, the parties shall meet to consider the proposed revision within fifteen days of the date of delivery of such notice. If no agreement on the proposed revision is reached by midnight, July 22, 2006 or by midnight of any other subsequent anniversary date, as the case may be, this Collective Agreement shall be continued in operation for a period not exceeding one year less one day until a new Collective Labour Agreement is reached or until procedure contemplated by Section 72 (2) of the Labour Relations Act has been completed.

11.02 Notwithstanding the provisions contained in Section 11.01 and 11.02, either party may apply to the Ontario Labour Relations Board for permission to terminate this Collective Labour Agreement in accordance with the following provisions:

- (a) Article 8 of the Pension Plan and Severance Award Agreement executed between the same parties on the 22nd day of July, 2006.
- (b) Part V of the Health and Life insurance Agreement executed between the same parties on the 20th day of February, 2004, which parts are hereby made part of this Collective Labour Agreement and in the event the other

party shall join in such application to the Ontario Labour Relations Board.

INTERIM WAGE INCREASES

- 1.** The amount of interim increase shall **be** calculated and recalculated as provided below 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 to Agreement**
 - (a) "The base for calculation" - the average C.P.I. for the months of December 2003, January 2004 and February 2004.
 - (b) The first adjustment will be calculated and paid **as** of the pay period commencing May 24, 2004. It **will** reflect one cent (1¢) per hour for each full .26 points that the average C.P.I. for the months of February 2004, March 2004 and April 2004 exceeds the base for calculation,
 - (c) A second adjustment will be calculated and paid as of the **pay** period commencing August 22, 2004. It will reflect one cent (1¢) per hour for each full .26 points that the average C.P.I. for the months of May 2004, June 2004 and July 2004, exceeds the base for calculation.
 - (d) A third adjustment will be calculated and paid as of the pay period commencing November 22, 2004. It **will** reflect one cent (1¢) per hour for each full .26 points that the average C.P.I. for the months of August 2004, September 2004 and October 2004, exceeds the base for calculation.
 - (e) A fourth adjustment will be calculated and paid as **of** the pay period commencing February 27, 2005. It **will** reflect one cent (1¢) per hour for each full .26 points that the average C.P.I. for the months **of** November 2004, December 2004 and January 2005, exceeds the base for calculation.

3. Second Year of Agreement

- (a) "The base for calculation" - the average C.P.I. for the months of December 2004, January 2005 and February 2005.
- (b) The first adjustment will be calculated and paid as of the pay period commencing May 22, 2005. It will reflect one cent (**1¢**) per hour for each full .26 points that the average C.P.I. for the months of February 2005, March 2005 and April 2005 exceeds the base for calculation.
- (c) A second adjustment will be calculated and paid as of the pay period commencing August 28, 2005. It will reflect one cent (**1¢**) per hour for each full .26 points that the average C.P.I. for the months of May 2005, June 2005 and July 2005, exceeds the base for calculation.
- (d) A third adjustment will be calculated and paid as of the pay period commencing November 17, 2005. It will reflect one cent (**1¢**) per hour for each full .26 points that the average C.P.I. for the months of August 2005, September 2005 and October 2005, exceeds the base for calculation.
- (e) A fourth adjustment will be calculated and paid as of the pay period commencing February 16, 2006. It will reflect one cent (**1¢**) per hour for each full .26 points that the average C.P.I. for the months of November 2005, December 2005 and January 2006, exceeds the base for calculation.

4. Third Year of Agreement

- (a) "The base for calculation" - the average C.P.I. for the months of December 2005, January 2006 and February 2006.
- (b) The first adjustment will be calculated and paid as of the pay period commencing May 18, 2006. It will reflect one cent (**1¢**) per hour for each full .26 points that the average C.P.I. for the months of February 2006, March 2006 and April 2006 exceeds the base for calculation.

- (c) A second adjustment will be calculated and paid as of the pay period commencing August 17, 2006. It will reflect one cent (1¢) per hour for each full .26 points that the average C.P.I. for the months of May 2006, June 2006 and July 2006, exceeds the base for calculation.
- (d) A third adjustment will be calculated and paid as of the pay period commencing November 16, 2006. It will reflect one cent (1¢) per hour for each full .26 points that the average C.P.I. for the months of August 2006, September 2006 and October 2006, exceeds the base for calculation.
- 5. In the event Statistics Canada does not issue the appropriate Consumer Price Index on or before the date on which adjustment is to be calculated, any adjustment required will be made at the beginning of the first pay period following receipt of the index.
- 6. 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.
- 7. Continuation of the interim adjustments is dependent upon the availability of the official Statistics Canada Consumer's Price Index calculated on the same basis and in the same form of that published for February 2004.
- 8. Each adjustment specified in the Interim Wage Increase Formula will replace the previous adjustment, if any, in its entirety except the fourth adjustment in the first year of the Collective Labour Agreement will be carried over throughout the second and third years of the Collective Agreement and fourth adjustment in the second year of the Collective Labour Agreement will be carried over throughout the third year of the Collective Labour Agreement.

APPENDIX TO
COLLECTIVE LABOUR AGREEMENT
12 HOUR DAY, FOUR (4) CREW
WORK SCHEDULE

It is understood and agreed that in order to make **full** use of the Bowmanville Factory, the Employer may schedule any or all operations on a 12-hour continuous, 4 crew work schedule, **as** per Attachment A.

When it becomes necessary for the Employer to schedule one or more of the plant's operation on the 12-hour continuous work schedule, a joint committee made up of the Local Union and Company's Bargaining Committee will be established. The function of this committee will be to review and recommend practices for the transfer of personnel to the operations affected in keeping with the principles established in Article 6 of the Collective Labour Agreement and to resolve problems as they arise. Agreed to practices will be followed as per main plant continuous operation write up.

The terms and Conditions of the Collective Labour Agreement will apply to all employees who are scheduled on the 12-hour continuous **work** schedule with the following exceptions:

1. In reference to Section 4.01 as per Attachment **A** for employees on the 12-hour continuous work Schedule, the regular twenty-eight (28) day schedule **will** vary between thirty-six (36) hours and forty-eight (**48**) hours work per week. Over the twenty-eight (**28**) day cycle, the employee will work one hundred and sixty-eight (168) hours (eight (8) hours at time and one half).
2. The provision under Section 5.06 will not apply to employees on the 12-hour continuous work schedule.
3. In reference to Section 7.03 for employees on the 12-hour continuous work schedule, holiday payment will be based on applicable Average Hourly Earnings. However when an employee's regular work schedule falls on a contract approved holiday he shall receive (12) twelve hours pay. If not scheduled to work the

employee will receive **(8)** eight hours pay for each said holiday provided all other terms of the CLA are met,

4. In reference to Section 2.01 (m) for employees on the 12-hour continuous work schedule, the vacation week for an employee will commence as per Article 2.01 (m) (4).
5. In reference to Section 5.16 of the Collective Labour Agreement bereavement will be compensated at his average hourly earnings for the time **so** lost **by** him upon his regular working schedule by reason of such absence, to a maximum of three **(3)** days for each death and funeral, provided that the employee **was** scheduled to work during that period. Such three **(3)** days shall be three **(3)** consecutive days, and may include scheduled days off for which the employee is not compensated.

This provision to apply when it **is** necessary for the employee to make arrangements and/or attend the funeral.

When an employee **is** working **his** regular scheduled shift and **is** notified of a death **as** outlined in Article 5.18 that shift absence will not be considered **as** the first **day** when calculating bereavement **pay**.

Common-law relationships according to **Government law** will be **so** recognized,

6. In reference to 2.01 (m) (3) a Statutory Holiday **is** deemed to **be** from 7:00 a.m. in the morning **of** the **hol-**iday and finishes 7:00 a.m. the day immediately follow-
ing the holiday.
7. In reference to **Section** 5.14, shift premium of **fifty** cents per hour will be paid for all hours worked from 3:00 p.m. to 11:00 p.m. and fifty-five cents per hour for all hours worked from 11:00 p.m. to 7:00 a.m.
8. In reference to Article 4 and Article 10.04, the Employer agrees to provide two **(2)** twenty (20) minute lunch **peri-**ods and three (3) ten (10) minute smoke periods per shift for those employees on the 12-hour continuous work schedule.

9. The 12-hour continuous work schedule crew premiums will not be included in the calculation of the employee's Average Hourly Earnings and will not be subject to the overtime provisions.
10. The Company will notify the Union and **post** with a Thirty Day Notice before implementing the Continuous Work Week Schedule.

Implementation of the Continuous Schedule must be enacted within a fourteen day period following the Thirty Day Notice, or an additional Thirty Day Notice will be required.

11. Any employee receiving overtime rate of pay will not receive the ninety cents (90¢) premium as well.
12. Those employees working during the daylight saving time change will be paid one hour from the S.U.B. Fund at straight time.
13. Any employee involved when switching back in the fall standard time will receive one hour pay at the applicable overtime rate.
14. If an employee is called to work within an eight hour period his/her pay will be as per C.L.A.
15. Any time less than employee's scheduled work hours will be paid from S.U.B. Fund as per C.L.A. except as noted in 17 below.
16. When an employee with less than one year service is not qualified for a short work week benefit, work will be provided so he does not lose time.
17. Loss of shift due to any schedule change, **the** employee will be paid **AHE** for his/her regular scheduled shift hours which were lost (eight or twelve hours).
18. When the Thirty Day Notice is given on the start up of the Continuous Work Week a list will be posted to see if any employee, whether high service or low service, so desire the job. The rest of the positions will be filled with

junior employees. The higher service employee has the option to stay if so desired, when crews are added to five day schedule.

19. If there is a cut back on regular five day schedule the lowest service employee will bump into the continuous operation.
20. When the regular five day schedule is adding crews, the highest service qualified employee on the Continuous Work Schedule will fill the vacancy first if so desired and that position will be filled by the next recallable person and if no one is recallable the Collective Labour Agreement will apply.
21. When borrowed off the Continuous Work Schedule during that week, the employee will receive the ninety cents (90¢) premium.
22. When borrowed during your scheduled five day week, you will receive the ninety cents (90¢) premium for all hours after you have worked the first eight hours, if worked on Continuous Work Schedule.
23. When scheduling from five day schedule to Continuous or vice versa, the employee will be guaranteed his two day weekend at no loss of eight hours per day. If he decides to work at this time he will receive premium pay.
24. If an **employee decides** to work any of his **two** day optional weekend he will notify the Company by 7:00 a.m. Friday morning.
25. If a Shift change occurs in Continuous Schedule whereby employee only has one day off between schedules, then the employee will receive premium pay for the first day of the new schedule.

Every effort will be made to minimize this occurrence.

26. When an employee has not been notified of a change in his starting time and reports to work prior to his new starting time, he will be sent home and be paid four hours and report the following day on his proper shift. If an employee reports for work the following shift from his new starting time he will receive twelve hours pay at A.H.E. for the shift he missed. He will be directed to

report on his proper shift or if he is offered a full shift of work it will be considered as overtime provided that the conditions were within the employer's control and that the employee has advised the employer of his last and correct address.

27. When an employee is transferred from one schedule to another within the Continental operation he **will** not lose money.
28. Refrigerators will be provided for those employees on twelve hour shifts.
29. For those employees on a twelve hour shift one additional lunch period and one additional smoke period will be provided.
30. Employee is guaranteed forty hours pay when going in or out of Continuous Schedule.
31. This Appendix to become part of the Collective Labour Agreement.
32. When it becomes necessary to work overtime on a statutory holiday, the crews normally scheduled to work that day will be given first opportunity to work.

**12 HOUR CONTINUOUS, FOUR (4) CREW
WORK SCHEDULE
D- DAY SHIFT N-NIGHT SHIFT
28 DAY CYCLE**

WORK SCHEDULE	as per attached
CREW PREMIUMS	\$0.90 per hour worked
OVERTIME PROVISIONS	
1 st Scheduled Day Off:	Time And One-Half
2nd Scheduled Day Off:	Double Time
3rd Scheduled Day Off:	Time And One-Half

12 HOUR CONTINUOUS SCHEDULE

-57-	A-CREW #1	SMTWTFS - NN --DD	SMTWTFS D-- NN --	SMTWTFS - DD -- NN	SMTWTFS N -- DD --
	A-CREW #2	N -- DD --	- NN -- DD	D -- NN --	- DD -- NN
	A-CREW #3	- DD -- NN	N -- DD --	- NN -- DD	D -- NN --
	A CREW #4	D -- NN --	- DD -- NN	N -- DD --	- NN -- DD

D-Day Shift 7:00 a.m. - 7:00 p.m. *Days as indicated 28 Day cycle

N-Night Shift 7:00 p.m. - 7:00 a.m.

Week Starts 7:00 p.m. - Saturday

Week Ends 7:00 p.m. - The Following Saturday

LETTERS OF UNDERSTANDING

LETTER NO. ONE

This letter will confirm that the present practice of supplying coveralls to Engineering, Shipping, Receiving, Lab, Cement House and Banbury employees will continue.

The Company will ensure that a sufficient supply of clean coveralls are available (clean pair for each working shift).

Employees are expected to co-operate with this program,

Should the Company stop this program a clothing allowance fee structure will be re-implemented.

The Company will meet the Union Bargaining Committee to establish the employee allowances.

LETTER NO. TWO

This letter will serve to confirm the undertaking given to you by the Company during recent negotiations. Any changes in working conditions or earnings, caused by technological improvements will be discussed between the Company and the Union before becoming operative.

LETTER NO. THREE

This letter is to confirm the understanding reached during recent negotiations that if a vacation plant shutdown is to be scheduled for the Bowmanville Plant, the Company will notify the Union by April 1 of that year as to when the shutdown will take place.

The Company will endeavour to maximize the number of employees on vacation during prime time in accordance with customer requirements and other Goodyear Plant shutdowns.

LETTER NO. FOUR

This letter will serve to confirm the undertaking given to you by the Company that closed circuit television will not be used for the purpose of observing employees in the performance of their regular duties except for reasons of Security, Quality or Safety, If any such installation is made in the future, the Union will be notified in advance.

LETTER NO. FIVE

This letter will confirm the Company's policy with respect to the contracting out of work, as follows:

The contracting out of work is the sole prerogative of the Company. However, where it is practical to do so and provided that additional cost will not be entailed by the Company, the Company will endeavour to use its own Maintenance and Engineering, employees provided that they are qualified, available and willing to do the work.

The Company will notify the Union, in advance if possible, when an outside contractor is to be engaged to do work in the plant.

LETTER NO. SIX

An employee who is absent from work because of bodily injury caused by accident or sickness and who has accumulated seniority and service in accordance with the provisions of Section 6.06 shall be entitled to retain such accumulated service and seniority together with his prior credited service and seniority so long as he remains disabled because of injury and is not able to return to work or to accept other employment. If he should accept other employment during such absence he shall be deemed to have resigned.

LETTER NO. SEVEN

This letter is to confirm the undertaking given by the Company at the recent negotiations.

Members of the Union Executive taken as a group will be reimbursed by the Company up to a total of twentyfour hours per week, non-accumulative, at the applicable average hourly earnings provided the member, or members, are engaged in local union business.

The Union President shall submit for approval to the Company's Manager Of Industrial Relations a list of those members of the Union Executive to be reimbursed, together with the number of hours to which each is entitled.

LETTER NO. EIGHT

This letter will serve to confirm the undertaking given to you by

the Company during recent negotiations.

The Company will subsidize the purchase of safety shoes for all bargaining unit personnel at the rate of 50%.

LETTER NO. NINE

In the case of a plant closure a committee composed of Local Union, International Union, Company Representatives will be set up to assist employees.

LETTER NO. TEN

All Banbury crew members to be paid applicable average hourly earnings for time spent on Banbury cleanout.

LETTER NO. E

Employees job posting/transferring to the Chem/Physical Lab jobs must meet Entrance Requirements as determined by written testing.

LETTER NO. TWELVE

It is mutually agreed that the President of Local 189 will work an eight hour day shift Monday to Friday.

The President will form part of the Plant Labour Pool and work where required by the Company.

The method of payment will be the President's normal A.H.E. Payment will be made for all hours worked.

A President returning to the Bargaining Unit will return to his job held prior to his election, providing seniority permits.

LETTER NO. THIRTEEN

It is mutually agreed that if a piece work structure of payment is reintroduced into the plant, Clauses in the Collective Labour Agreement April 6, 1986 - February 19, 1989 will be reviewed and reinstated where necessary.

The red circle rates established at the time of the piece work removal will remain in effect with all wage increases included.

LETTER NO. FOURTEEN

The Company will consider and review the feasibility of implementing an Apprenticeship Program For Certain Skill Trades.

If the Company so implements an In-House Apprenticeship Program, Local 189 Bargaining Unit will be invited to assist with the details connected with such a program.

LETTER NO. FIFTEEN

Employees upon entering a Common-Law relationship- must provide a fully completed form to the Industrial Relations Department to enable the relationship to be valid for Company Benefits.

Eligible Company benefits will be granted after receipt of such written notice and a one year period.

New hirees must provide acceptable proof of their Common-Law status.

LETTER NO. SIXTEEN

The privilege of trading shifts will be granted six times per calendar year based upon the following conditions:

A fully completed application request form must be submitted to Management at least one day in advance.

Permission by Management will be contingent upon qualifications and abilities of the replacement employee's abilities to perform the work scheduled during requested shift.

This privilege is not transferable.

Failure to comply with this letter will result in personal suspension of shift trading privileges.

**ALL ABOVE LETTERS FORM PART OF THE
COLLECTIVE LABOUR AGREEMENT.**

IN WITNESS WHEREOF the parties hereto have hereunto signed the 19th day of June, 2001.

**LOCAL 189 OF THE
UNITED STEEL WORKERS OF AMERICA**

**B. MURPHY
N. RUITER
C. WOODROW
A. MCLEOD
B. PELHAM**

**GOODYEAR CANADA INC.
BOWMANVILLE FACTORY**

**J. BRENT
B. FRANCIS
W. OLSON
P. KENOLAS**

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