

COLLECTIVE LABOUR AGREEMENT

SOURCE	Union
EFF.	95/03/01
TERM.	98/02/28
No. OF EMPLOYEES	460
NOMBRE D'EMPLOYÉS	460

This Collective Labour Agreement is made and entered into this 24th day of February, 1995, between Canadian General-Tower Limited, hereinafter referred to as the "Company" and Local 862 of the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO, CLC, hereinafter referred to as the "Union".

ARTICLE I

PURPOSE

- 1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all employees, who are subject to the provisions of this agreement, keeping in mind at all times that the welfare and prosperity of the employees is contingent upon the Company's ability to successfully compete in the sale of its products at a reasonable profit.
- 1.02 Both parties agree as to their desire to work in harmonious relationship and undertake:
- That there shall be no discrimination, interference, restraint or coercion by or on behalf of the Company regarding any employee covered by this agreement because of membership or activity in the Union.
 - That the Union or its agents shall not, either by definite action or spoken word, intimidate any employees, nor shall they carry on any Union activities during the working hours except as provided for in this agreement.
- 1.03 Wherever the masculine gender appears in this agreement it shall be construed as meaning male or female unless the context of the clause requires otherwise.

ARTICLE II

RECOGNITION

- 2.01 a) The Company recognizes the Union as the exclusive bargaining agent of all employees of the Company at Cambridge and Brantford, save and except foremen, foreladies, persons above the rank of foreman and forelady, office and clerical staff (and which shall include laboratory staff, technicians and laboratory assistants, time study technicians, quality control technicians, electronic technicians, first aid attendants and draftsmen), and sales staff.

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- b) If during the term of this agreement, the Company relocates and operates any process or piece of equipment currently installed in the Cambridge plant within a 100 mile radius of the Cambridge facility, incumbent employees shall be offered the opportunity to transfer their employment to the new location. Provisions of the Ontario Labour Relations Act **shall** prevail in respect to representation of the employee group.

ARTICLE III

MANAGEMENT RIGHTS - COMPANY SECURITY

- 3.01 The Union recognizes that operating the plant and the full direction of the working forces are the exclusive functions and responsibilities of the Company.

Without restricting the generality of the foregoing:

- a) The Union recognizes the right of the Company to manage the industrial enterprise in which it is engaged, and to determine the number and location of plants, the products to be manufactured, the methods of manufacturing, schedules of production, kinds and locations of machines, tools to be used, processes of manufacturing and **assembling**, the engineering and design of its products and the control of materials and parts to be incorporated in the products produced.
- b) The Union further recognizes the rights of the Company to hire, retire, promote, determine qualifications and capabilities, transfer, demote and lay-off employees, and to suspend, discharge or otherwise discipline employees for just cause, maintain order, discipline and efficiency, and to determine standards of performance for all machines, employees and operations. The Company agrees to exercise these functions in a manner not inconsistent with the terms of this agreement.
- c) In the event of a full closure of the Company's Cambridge Plant becomes necessary during the life of this agreement:
- i) The Company will provide the Local and International Union with six **(6)** months notice if possible prior to the cessation of production operations.
 - ii) Following such notification, the Local and International Union will have the right to explore and discuss with the Company any possible means of averting the Closure.
 - iii) If attempts to avert the plant closure are not successful, the Company and Union representatives will meet to negotiate the manner in which the closure is carried out. Nothing in the foregoing is intended to restrict the ability of the Company to implement a plant closure. The negotiation shall be restricted to those issues related to an orderly procedure of closure.

- 3.02 The Union further acknowledges that the Company has the right to make and/or alter, from time to time, reasonable rules and regulations to be observed by all employees. Employees found to be in breach of these rules and/or regulations are subject to discipline by reprimands, suspensions or discharge and not necessarily in that order.
- 3.03 Nothing in this agreement shall be deemed to restrict the management in any way in the performance of all functions of management except those specifically abridged or modified by this agreement.
- 3.04 Nothing in this article shall be construed as giving the Company the right to violate or misinterpret this agreement or any other agreement between the parties.
- 3.05 Reprimands or notations placed on an employee's record by the Company shall be signed by the employee as having been read. If the employee refuses to sign, the union steward will sign on the employee's behalf. When a disciplinary meeting is to be held with an employee, the employee will be advised that a union steward will be present. When an employee wishes to question or dispute such reprimand or notation, he may invoke the grievance procedure within five (5) normal working days of the date of such recording. If the employee's grievance succeeds, the reprimand or notation will be removed from the employee's record.

Reprimands for all offenses, if not repeated within one (1) year, will be disregarded in the administration of discipline.

ARTICLE IV

UNION SECURITY - DEDUCTION OF UNION DUES

- 4.01 All employees in the bargaining unit on the effective date of this agreement, and all employees transferred into or new hires into the bargaining unit after the effective date of this agreement shall as a condition of employment become a member of the Union.
- 4.02 The Company agrees to deduct union dues or the equivalent of union dues as the case may be and assessments in accordance with the by-laws and/or constitution of the union from the wages of all employees in accordance with 4.03. Such union dues or the equivalent will be deducted in accordance with the constitution of the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO, CLC (U.R.C.L. and P.W.A., AFL-CIO, CLC).
- 4.03 Monthly union dues as defined by the Union shall be deducted in four (4) equal parts in the first four (4) pay periods of the month providing the employee draws or has worked some hours in the pay period.

The Company will provide the Union with a weekly report showing weekly deductions, month-to-date deduction and year-to-date deduction.

The Union shall be responsible for advising the Company of any arrears to be paid and shall be responsible to refund any over deduction to employees

The Company shall forward a cheque payable to the Union once per month for all dues deducted in the prior month.

It is understood that S.U.B. payments are subject to the above deduction.

When an employee leaves the employ of the Company before the end of the month and provided the employee has worked or draws pay for thirty-two (32) or more hours in such month, then the Company agrees to deduct union dues or the equivalent of union dues as the case may be, from his final adjustment cheque.

4.04 The Company shall forward the deductions as provided for in this article to the Treasurer of Local **862** not later than ten (10) days following such deductions accompanied by the following information:

- a) From whose pay deductions have been made and the amount.
- b) From whose pay no deductions have been made and the reason for no deductions.
- c) A list of those employees whose employment has been terminated.
- d) A properly filled out check-off certification form as supplied by the Union.
- e) **A properly** filled out membership application form supplied **by the** Union for new employees.

4.05 The following form shall be used to meet the requirements for this article:

I, the undersigned employee, do hereby authorize and direct Canadian General-Tower Limited to deduct from my pay (including any S.U.B. payments) four **(4)** equal payments each month commencing with the week of _____ the amount of union dues or the equivalent thereof as determined by the Union in accordance with the constitution of the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO, CLC and assessments as defined in clauses **4.02** and **4.03** of the current Collective Labour Agreement and remit such to the Treasurer of Local **862**. This authorization for deduction shall remain effective for the term of this agreement or any extension thereof, but becomes void upon:

- a) termination of employment; or
- b) transfer to an occupation outside the bargaining unit.

I understand that it shall place no liability upon Canadian General-Tower Limited by virtue of your action in honouring in good faith this assignment and authorization.

Signature of employee.....

Address.....

Employee No.

Witness.....

Copies to: Company
 Union
 Employee

4.06 The Union shall indemnify and save the Company harmless from any claims, suits, judgements, attachments or any other form of liability as a result of the Company making any deductions in accordance with the authorizations and assignments provided for in this article, and the Union will refund directly to any employee on whom a wrongful deduction was made.

4.07 The Union shall notify the Company in writing of changes in dues or other changes in the Union constitution, affecting the Company's obligation under this article, no later than the twenty-fifth (25th) day of the calendar month immediately preceding the month that such change is to become effective. The Union further agrees to notify the Company in writing of the name of the Local Union Treasurer.

4.08 The President, Vice President, Union Officers or a Steward may enter the plant when off shift for the purposes of conducting Union business or grievance investigations. Upon entering, he shall secure the consent of the Supervisor of the department of the employees he wishes to contact in order to minimize disruption of production. Consent to conduct Union business will not be unreasonably denied. When entering and leaving the plant in these circumstances, Union officers shall sign the register at the Guard House.

The foregoing policy is based on the Company's current security regulations which are subject to change.

4.09 Notice of meetings and other matters of interest to employees in the bargaining unit that the Union desires to be posted shall be submitted to the Company for posting.

The Union may post similar notices on a Union bulletin board at its discretion.

ARTICLE V

SENIORITY

General

5.01 An employee shall be considered a probationary employee until he has completed three (3) months of satisfactory service with the Company and during such period he shall have no seniority rights. During the probationary period, the Company will provide the Union with a copy of all written assessments of the probationer's progress. Upon completion of such period seniority shall date back to the date of first employment. In calculating all time worked, periods of absence shall not be included.

In the event two (2) or more employees have the same seniority date, the Company and the Union shall by draw, and in the presence of the employees concerned, establish the order of seniority of such persons.

5.02 Each employee, in order to benefit by the seniority provisions of this agreement, must keep the Company informed of his current address and telephone number, if any, at which he can be **contacted as** follows:

- a) An employee on the active payroll will notify the Company by signing a form available from his immediate supervisor. Such form will be made in triplicate, one (1) of such copies will be retained by the employee.
- b) An employee laid off subject to recall must notify the Human Resources Department by registered mail of any change of address.

5.03 An employee shall have job seniority when he completes three (3) months of continuous service on the job in which he was hired and two (2) months continuous service on the job to which he was transferred at which time his company seniority shall be deemed to be his job seniority.

- 5.04 a) When an employee has job seniority and is transferred from such job, he shall continue to accumulate job seniority on such job until he acquires job seniority on the job to which he was transferred.
- b) Should an employee fail to obtain job seniority for any reason, he shall revert to his previous job with seniority and bidding rights restored.

5.05 An employee who is transferred as a result of the discontinuance of his former job, shall have immediate job seniority in the job to which he bumps or is transferred.

5.06 "Capable" as used in this agreement shall mean the employee is physically and mentally qualified to perform the job and "Qualified Experience" shall mean the employee has worked for the Company on the job in question or a similar related **job** and is presently able to safely perform the job at the level of performance required.

5.07 Notwithstanding the provisions of this article, the Company may place employees under the following conditions:

- a) Where an employee is fully qualified to perform a job for which no other employee can qualify.
- b) Where for the purposes of rehabilitating a company compensable injured employee where, as a result of such injury, he is required to be kept at work, or as a result of same he has a permanent partial disability but performs the work to which he has been assigned in a manner that is satisfactory to the Company. In either case the injured employee shall not displace an employee with greater seniority.
- c) Where an employee cannot perform satisfactory work due to age, health or other physical or mental conditions, such employee may be transferred to work which is more suitable if such is available. If the employee is transferred he shall not displace an employee with greater seniority. Failing placement, he shall be laid off.

Such consideration shall be limited to a meeting of the Human Resources Manager, the Union President (designate) and one other Union Representative.

5.08 In all cases of new machinery, the Company will post all vacancies for the first crew. If a vacancy remains after posting has occurred, then the Company will fill the vacancies (vacancy) at their discretion. In making this selection the Company will take into consideration the experience and seniority of the individuals and the effect their knowledge and training will have on the succeeding crews. An employee filling a vacancy under this clause will be subject to the same privileges and restrictions as stated in clause 5.14.

It is understood that new machinery includes machinery taken out of production with the crews assigned to other machinery, dismantled, re-designed and re-built either inside or outside the plant.

5.09 An employee presently in, or who has been in what is now the bargaining unit, who transferred to a supervisory position or any other position outside the bargaining unit, which is directly connected with the operation of the Company, who returns to the bargaining unit, shall return to the job he held at the time of his transfer outside the bargaining unit, provided the period of the transfer has not been in excess of two (2) months. Where the period of the transfer has been in excess of two (2) months but not in excess of twelve (12) months he shall be offered an open **job** or failing this being available he shall take the place of the junior employee in the plant. It is understood that seniority shall accumulate while an employee is on transfer outside the bargaining unit. If the period of transfer exceeds twelve (12) months, the employee shall lose his seniority.

- 5.10 a) Employees may be loaned from one job *to* another for a period not exceeding four **(4)** consecutive weeks. Such time may be extended by mutual agreement. When a loan will exceed three (3) normal working days, the Company shall notify the Union in writing at the time of the loan. If an employee is transferred to such job while on loan, his transfer date shall be that of the first day of loan.
- b) When a loan transfer is necessary, the junior employee with qualified experience shall be transferred unless mutually agreed to do otherwise.
- 5.11 Seniority shall be the first consideration in case of promotions, demotions, upgrading or transfers for employees and shall govern when qualifications are equal providing this agreement does not provide otherwise.

Job Posting

- 5.12 A job vacancy is a **job** to which no employee on lay-off has a prior claim

The Company agrees to the following forms of posting **job** vacancies:

- a) The posting shall identify the job, the hourly rate of pay, whether or not shift work is involved, the necessary qualifications, and the time and date of the posting.
- b) Except as hereinafter provided, applications for job postings will be accepted from all bargaining unit employees who have acquired seniority. An employee wishing to make applications for job postings must do so in writing at the Human Resources Department during the posting period. Such applications will be in duplicate and date stamped by the Human Resources Department upon receipt. A copy of the application will be retained by the employee.
- c) Jobs will be posted in all customary posting areas for a period of one (1) week (i.e. Tuesday to Tuesday).
- d) It is understood and agreed that the following Skilled Trade jobs (Maintenance Department) Electrician, Machinist Toolmaker, Machinist, Millwright, Pipefitter, Powerhouse Operator, Carpenter, and Oiler will **be subject to job posting**. Where there is a permanent vacancy in the Oiler classification this job will be posted in the Maintenance Department and only maintenance helpers will be permitted to make application for this job.
- e) An employee who is awarded a job through job posting and fails to establish seniority on that **job** because of a production cut-back or job elimination will return to his former job with his bidding rights restored. Any employee transferred as a result of the posting will return to his former job.

- f) An employee making an application for a job posting will be considered to have made himself aware of the requirements of the posted job and if he is the successful applicant, he will fill the posted job for which he applied. Employees may withdraw job posting application prior to posting deadline. A person bidding on a job and not actively at work at the time of the job posting, and **who** is the successful applicant will be required to provide a return to work date within thirty (30) days and must return to active employment within ninety (90) days of notification of job award.
- g) An employee **who** is the successful applicant to a job created as a result of a plant upshift and where such upshift does not materialize within ninety (90) days; all affected employees shall return to their former jobs with all bidding rights restored.
- h) An employee who applies for a classified job in Mixing, Department #65 and Inspector position for Department #48, must successfully meet the standards for colour matching aptitude established by the Company.
- 5.13 Only the job vacancy created by an employee filling the original posting, under clause 5.12, will be posted. Third posting restrictions do not apply to day jobs and weekend jobs. All subsequent vacancies will be filled at the discretion of the Company.
- 5.14 a) The Company shall have the right to transfer an employee who was the successful applicant to a job posting but who is unsatisfactory, back to the job he held at the time of his application, within a period of two (2) months from the date he first worked on the posted job with full bidding rights restored.
- b) An employee who is the successful applicant on a job posting cannot make a subsequent application until after the expiration of the following time from the date of his successful application:
- i) Six (6) months if to a higher wage rated job.
 - ii) Twelve (12) months for **all** other jobs.
 - iii) An employee who is the successful applicant on a job posting shall have full bidding rights restored if he is laid off within six (6) months from the date of acceptance.
- c) An employee may not bid on any job within his own department that is a lower job classification than the one he holds.
- 5.15 The Company shall have the right to delay a transfer on the job posting for a period of time equal to the normal training period required to train a replacement. In any event, this period of time shall in no case exceed three (3) months. (See Letter of Understanding #13).

5.16 An employee shall lose all seniority and shall be deemed to have terminated employment with the Company if he:

- a) voluntarily quits the employ of the Company;
- b) is discharged for just cause and is not reinstated;
- c) is absent due to lay-off beyond the period of his recall rights;
- d) fails to report for work in accordance with clause 5.30;
- e) is retired by the Company.

5.17 The Company agrees to furnish the President, Vice President and Treasurer of Local 862 with seniority lists based on the employees' records which shall contain the then current seniority date of each seniority employee in the bargaining unit. This list shall be supplied and posted every three (3) months of a contract year.

Lay-Off

- 5.18 a) Seniority shall be recognized for the purpose of effecting a reduction of work force.
- b) Seniority will be exercised first within the department concerned with the work force reduction, then within the group and subsequently within the plant.
- c) The junior employee in each job classification in the department in which the lay-off is to occur will be laid off from their job and shall exercise his bumping rights in the department in reverse order of progression where such is in effect.
- d) When paragraph (c) is complete, seniority employees who remain surplus will, in order of seniority, exercise bumping rights in the group by displacing employees having the least seniority in the group on general jobs only.
- e) Upon completion of this exercise, probationary employees shall be laid off to await recall.
- f) When paragraph (e) is complete, seniority employees who remain surplus will, in order of seniority, exercise bumping rights in the plant by displacing employees having the least seniority in the plant on general jobs only.
- g) In the case of (d) and (f) above, surplus employees shall exercise their bumping rights by choice, based upon seniority. Employees shall advise the Company of their choice within 24 hours of being given notice to exercise his bumping rights.

- h) When all of the above has been completed surplus employees with greater seniority than any employees in classified jobs shall be retained in the plant as unclassified, paid the rate of the job he held when first displaced until he is assigned, reverts, or is a successful applicant on a job posting. Failing this, the employee shall be laid off from plant employment awaiting recall.
- i) Where the President of Local #862 is affected by lay-off, he will be considered to have one day more seniority than the most junior employee in the plant and will be governed by clause 5.18 (9).
- j) Any provisions of lay-off and/or recall procedures may be superseded by mutual agreement between the Company and the negotiating committee of the Union.

Note: Classified and general jobs as defined in Appendix "C".

- 5.19 Skilled trade and trainee (apprentice) jobs within the Maintenance Department are excluded from the effect of this section (lay-off and recall). In case of lay-off within the skilled trades or trainee (apprentice) classification (Maintenance Department) an employee will exercise seniority within his skilled trade or trainee (apprentice) classification and then trainees (apprentices) will be governed by clause 5.18(f).
- 5.20 When a temporary condition arises requiring a temporary lay-off of an employee for a definite period of time, not exceeding five (5) normal work days, (24 hours work for a weekend worker) the seniority provisions of this article shall not apply. For any specific group or section such lay-off shall not be applied more than once per contract year. Such a lay-off will be effected only when and/or where a specific section or group of employees would be affected temporarily due to such conditions as machinery breakdown, customer scheduling or any other cause beyond the control of the Company. When such a temporary condition affects a **job** classification or more than one (1) employee, probationary employees in such **job** classifications will be laid off before seniority employees are affected.

An employee laid off from plant employment under this clause, shall be deemed to be on qualifying lay-off under Article 1, Section 1(a) of the Supplementary Unemployment Benefits Agreement.

- 5.21 The Company will review the list of impending lay-offs of seniority employees with the President and Chief Steward of the Union, or their authorized representatives, in order to avoid any error. The Company will provide the Union with an up-to-date list by March 1st, June 1st, September 1st and December 1st of all persons on **lay-off** having recall to work rights with their recall entitlements dates shown.
- 5.22 When it becomes necessary to lay off an employee, he will be given seven (7) calendar days' notice prior to the date of his lay-off, whenever possible. If the employee is held past his lay-off date, his notice will be updated to reflect a new lay-off date.

An employee who desires to leave the employ of the Company shall give seven (7) calendar days' notice whenever possible.

- 5.23 A seniority employee's seniority shall accumulate during a period of lay-off, provided such accumulation does not exceed twelve (12) months during any one period of lay-off.

Recall and Reversion

- 5.24 a) A seniority employee at the date of lay-off shall be entitled to the following right to recall to plant employment.

Seniority at Date of Lay-Off	Period of Recall
Two (2) months but less than one (1) year	1 year
One (1) year but less than two (2) years	2 years
Two (2) years but less than three (3) years	3 years
Three (3) years but less than four (4) years	4 years
Four (4) years or more	5 years

- b) Employees shall have reversion rights for a period of one (1) year.
- c) i) Where a lay-off from a group or department does not exceed six (**6**) months, all employees shall revert to the positions and schedules they held prior to lay-off.
 ii) When the period of lay-off is greater than six (**6**) months but less than twelve (12) months, the effected employees may revert to positions and schedules they held prior to lay-off if they so desire.
 iii) Should an employee refuse reversion under c(ii) above, or is the successful bidder on a job posting within twelve (12) months of lay-off, his reversion right shall be cancelled.
- d) An employee in order to maintain rights to recall to plant employment in excess of twenty-four (24) months must register with the Company during the twenty-fifth (25th) month of lay-off and thereafter during the thirty (30) calendar days following each annual anniversary date from his lay-off date, indicating his desire to retain his rights to recall to plant employment.

- e) It is the sole responsibility of the employee to ensure that his current address is on file with the Company. Any change of address must be by registered mail to the Human Resources Department.
- f) An employee on lay-off from plant employment shall not have reversion rights until he is recalled to plant employment, nor shall his reversion rights allow him to displace any employee at the time of his return. Upon return, his reversion rights are applicable to the next immediate opportunity.

5.25 Employees with rights to recall to plant employment or reversion shall be recalled or revert in the following order:

- a) A laid-off employee shall be recalled to plant employment consistent with this plant seniority.
- b) An employee shall not have reversion rights in any successive department or group beyond the department or group from which he was first displaced.

Recall or reversion shall be in reverse order of lay-off.

5.26 Should an employee refuse recall to plant employment, he shall be terminated.

Should an employee refuse reversion, he shall forfeit all reversion rights.

5.27 An employee who, in the opinion of the Company, is unable to accept recall to plant employment due to being physically incapable of handling the job to which he is being recalled will be returned to the recall list. When able to meet the required physical standards, he shall be notified of the next available job.

5.28 An employee who is unable to accept recall to plant employment due to being sick and unable to work at the time of recall, will be returned to the recall list and when he is fully recovered, he shall notify the Company of this fact. He shall be recalled to work and will bump the most junior employee in the plant. The junior employee will be returned to the recall list and article 5.24 shall apply. It is understood that to avail himself of this provision, an employee must notify the Company within two (2) normal work days referred to in 5.30, of his sickness, be prepared to verify such sickness if required to do so and advise the Company by registered mail when he is fully recovered and able to return to work. It is understood that the employee's return to work may be delayed by a period of time equal to the notice of lay-off requirements under the Employment Standards Act of Ontario in effect at the time.

5.29 In the case where a full crew is recalled, the employee shall be returned to the positions in the job progression that they held at the time of the lay-off.

This clause only applies in circumstances wherein a department which had previously operated and was shut down is restarted within twenty-four (24) months.

5.30 An employee who is recalled by registered letter, must present himself for work within two (2) normal work days from the date of his recall, however, if an employee is out of province at the time of his recall such two (2) normal work days shall be extended to seven (7) calendar days. In order to take advantage of this extension, however, the employee must contact the Company by telegram or telephone to the Human Resources Department within the first two (2) normal work days.

If an employee does report within thirty (30) days of the date of his recall with a reason acceptable to the Company for not having reported, his seniority shall be retained and he will be notified of the next vacancy under the terms of this article.

5.31 In the case of recall within the skilled trades classifications (Maintenance Department) an employee will be recalled in order of seniority to his skilled trade classification.

5.32 Before hiring a new employee, the Company will give preference to employees on lay-off who have recall rights.

Leave of Absence

5.33 Leaves of absence for reasons other than illness or injury may be granted by a department manager.

An employee desiring a leave of absence must make his request in writing to his foreman sixty (60) days prior to leave. The foreman **will** advise the employee in writing within two (2) weeks **regarding his written** application. Before an employee can take a leave of absence he must have written approval for the leave. If the employee is unable to make a written application and has a valid reason for not making it, the Company will not unreasonably withhold the leave of absence.

5.34 The Company may grant a reasonable leave of absence for personal reasons to an employee. Before taking such leave, the employee must have written approval from the Company.

5.35 Leave of absence shall be granted for illness or injury of an employee. The duration of such shall be dependent on the nature of the illness or injury, the medical aspects of the case and the effort the employee *is* making to restore himself to normal health but shall not, except as hereinafter provided, exceed the following:

Seniority	Duration of Leave
a) 2 months but less than 1 year	3 months
b) 1 year but less than 5 years	6 months
c) 5 years but less than 10 years	12 months
d) 10 years and over	24 months

Provided, however, the Company in consultation with its medical advisor will exercise the primary control as to how long beyond the period specified in (a) to (d) herewith, the leave of absence may be extended.

- 5.36 a) A female employee who becomes pregnant and who has been employed with Canadian General-Tower Limited at least thirteen (13) weeks before the expected birth date, is entitled to pregnancy leave (based on medical certification).

An employee is entitled to seventeen (17) weeks leave from work commencing at any time up to seventeen (17) weeks before the estimated date of delivery.

A request for pregnancy leave shall be made, in writing, two (2) weeks before the requested date of commencement of the leave.

- b) Parental Leave

Parents, both natural and adoptive, shall be entitled to a leave of absence, without pay, while caring for a newborn or adopted child.

An employee who has been employed with Canadian General-Tower Limited for at least thirteen (13) weeks and who is the parent of a newborn or adopted child is entitled to parental leave.

An employee is entitled to eighteen (18) weeks of leave following the birth of the child or, in the case of an adopted child, the coming of child into custody, care and control of a parent for the first time.

For fathers and adoptive parents, parental leave may commence no more than thirty-five (35) weeks after the day the child is born or comes into custody.

For a natural mother, parental leave must commence when the pregnancy leave ends.

A request for parental leave shall be in writing at least two (2) weeks before the requested date of commencement of the leave.

- 5.37 An employee who is elected or **selected** for full time duty as an Officer or Representative of the **U.R.C.L.P.W.A.** or its affiliated organizations in the Canadian Labour Congress or the Ontario Federation of Labour, which assignment may take him away from his employment with the Company may apply in writing for leave of absence.

Such leave shall be granted for the term of this agreement and shall be **automatically** renewed upon ratification of subsequent agreements.

When leave is granted for this purpose, the employee shall retain his seniority status for the term of the leave, only with respect to job placement upon termination of the appointment. For seniority accrual for pension purposes see Article II of the Pension Benefit Plan. The Company shall have the right to refuse leave if more than one (1) employee is appointed or selected to serve as representative of the International Union and/or its affiliated organization.

- 5.38 Seniority employees who are properly designated Representatives of the Local Union shall upon request to the Company be granted leaves of absence to attend to Local Union business, provided the number of leaves requested at any one time does not exceed five (5) and further provided that the granting of leaves will not unduly curtail the Company's operation.
- 5.39 Seniority shall accumulate during an approved leave of absence up to a period of six (6) months during any one period of leave including extensions, except in cases of illness or injury of the employee, in which case such period shall be increased to twenty-four (24) months provided the Company is satisfied with the medical information received from the employee respecting the need for the extension.
- 5.40 An employee granted a leave of absence in excess of fifteen (15) days must, if required by the Company, pass a medical examination at the Company's expense. If he fails to pass this examination and is thus prevented from resuming work, he shall be given a leave of absence in accordance with clause 5.35 above.
- 5.41 An employee who is absent from work due to a compensable factory injury shall not be considered on a leave of absence in the meaning of this article. After medical approval for work, such employee will be returned to work in accordance with the terms of this agreement. Provided that if he returns to work with a permanent partial disability he must be able to perform the work required of him. Seniority for such absence from work will be credited to the job and department he held prior to such injury.
- 5.42 An employee who returns from a leave of absence shall be reinstated in his former position in accordance with the seniority provision of this article, provided he is capable of performing the work required.

ARTICLE VI

UNION REPRESENTATIVES

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select a reasonable number of stewards to assist employees in presenting their grievances to the representatives of the Company.
- 6.02 There shall be one (1) chief steward for the bargaining unit and other stewards shall be as follows:
- a) One (1) steward on each shift for Paste and Mixing Department.

- b) One (1) steward on each shift for #3, #4, #5, #6, #7 Printers and Sample Printer.
- c) One (1) steward on each shift for #1, #2, #3, #4 Laminators and #3 Grainer.
- d) One (1) steward on each shift for the Inspection Department.
- e) One (1) steward on each shift for #3, #4, #5, #6 Calenders, Blender/Banbury Department and Calender Utility.
- f) One (1) steward on each shift for Shipping, Receiving, Film Stockroom and Brantford Warehouse.
- g) One (1) steward on each shift for the Maintenance Department.
- h) One (1) steward on each shift for the Reclaim Department.
- i) One (1) steward on each shift for the Plastisol Department.
- j) One (1) steward on each shift for the Dry Laminator Department.

All stewards shall have completed their probationary period. Changes, additions or deletions may be made by mutual agreement.

- 6.03 The Company further acknowledges the right of the Union to appoint or select from the bargaining unit a negotiating committee of not more than five (5) employees who have completed their probationary period. The Company will negotiate with such committee for renewals or extensions of agreements. The said committee will co-operate with the Company in the administration of this agreement. An International Representative of the Union will participate in such negotiations if requested to do so by the Union.
- 6.04 The Company will pay the members of the negotiating committee of not more than five (5) members for all time spent at a meeting called by the Company, at the normal hourly rate of each member who attends, if overtime and/or shift premium would normally be applicable to the members(s) who attend then overtime and/or shift premium shall be paid.
- 6.05 The Company will pay the members of the negotiating committee for time lost from their normal shift for attending every other meeting scheduled for negotiating agreements between the Company and the Union, excluding time spent on conciliation. The rate of pay shall be the normal hourly rate of each member who attend, excluding overtime and/or shift premium.

- 6.06 A seniority employee who is a properly designated representative of the Local Union shall upon request to his immediate foreman be permitted reasonable time off for the investigating or handling of grievances and/or attending to Local Union business within **the** plant. If such time off requires contacting any employee during working hours this shall be arranged by said employee contacting the foreman of the employee concerned so that the least production delay will result. In special circumstances it may be necessary for such Representative to investigate a grievance outside his regular shift hours. The Company will pay Union Representatives for such time spent during normal shift hours and time spent in special circumstances as above at their normal hourly rate excluding overtime and/or shift premium, up to a total maximum amount in each contract year, equal to \$9.00 per employee multiplied by the number of employees in the bargaining unit in the first month of each contract year. Any amount in excess of the aforementioned maximum amount will be billed to the local union on a monthly basis.

ARTICLE VII

GRIEVANCE PROCEDURE

- 7.01 An employee who has a complaint shall discuss same with his immediate foreman, either directly or with his steward. If the complaint is not settled, it may be treated as a grievance and thereafter processed through the following steps in sequence.

Any and all of the time limits set out in this Article may be extended by mutual consent in writing.

Step No. 1

The grievance may be reduced to writing, dated and presented to the Department Manager within thirty (30) normal working days of the alleged incident leading to the grievance. A meeting will then be arranged within three (3) normal working days subsequent to the date the grievance is received by the Department Manager. The grievance will be taken up by the Department Manager and appropriate Union representation. Such Union representation may include the grievor and shall not exceed three (3) people. The Department Manager will render his decision in writing within three (3) normal working days after the conclusion of the meeting(s) on said grievance.

Step No. 2

Failing settlement at Step No. 1, the grievance may be taken up by the negotiating committee, with the Company management committee within thirty-five (35) normal working days subsequent to the date of the Department Manager's written decision. The Management Labour Consultant may attend upon request of the Company. An International Representative of the Union may attend upon request of the Union. The authorized member of the management committee will render the decision of such committee in writing within three (3) normal working days after the conclusion of such meeting(s) on said grievance.

Suspension except those of a severe nature (eg. sabotage, fighting, assault, theft, use of chemical substances, etc.) shall not be served until the grievance has been disposed of up to and including Step No. 2 above.

Suspensions arising from actions of a severe nature shall be taken up at Step No. 2 within seven (7) days of the Union filing a grievance with the Company.

Step No. 3

Any grievance arising from the interpretation, application, administration or alleged violation of this agreement which has not been settled under the grievance procedure, including any question as to whether a matter is arbitrable, may within but not more than thirty-five (35) normal working days after the completion of Step No. 2, be submitted to arbitration by either party. When either party to this agreement requests that a grievance be submitted to arbitration they shall make such request in writing and address same to the other party.

The parties shall then proceed to arbitration as provided for under the Ontario Labour Relations Act.

- 7.02 Each of the parties shall pay the charges and expenses of its appointee. The charges and expenses of the chairman of the arbitration board shall be borne equally by the Company and the Union.
- 7.03 A decision by the majority of the arbitration board shall be final and binding upon both parties and the employees,
- 7.04 The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify or amend any part of this agreement. Unless mutually agreed no matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

- 7.05 Grievances on hourly rates in effect on the effective date of this agreement, including those which are changed by a general wage adjustment, are not subject to arbitration unless there is a change in job content. Grievances pertaining to new hourly rates established after the effective date of this agreement (excepting those rates changed by a general wage adjustment), shall be subject to the arbitration procedure as heretofore expressed except that in such an instance the chairman of this arbitration board shall be a member of a reputable Industrial Engineering Company.
- 7.06 No grievance after it has once been submitted to the negotiating committee for adjustment shall be settled except through the negotiating committee, or if otherwise, with the consent and approval of such committee.
- 7.07 The Union agrees that the final written answer of the Company to a grievance at any step in the grievance procedure shall dispose of the grievance unless such is appealed by the Union within ten (10) normal working days from the date of the Company's final answer. The only exception shall be that of an appeal to arbitration wherein fifteen (15) normal working days is allowed. Where the Company fails to answer in writing as provided in Step No. 1 and/or 2 of clause 7.01 and the President of the Union has reminded the Human Resources Manager of the lack of such notice and provided after such notification the Company fails to render its decision in writing within ten (10) normal working days of the date of the President's reminder, the grievance will be settled in the favour of the grievor or the Union as the case may be.
- 7.08 If an employee feels that he has been unjustly suspended or discharged he shall have the right to appeal herewith his discharge or suspension in accordance with the grievance procedure herein provided. In severe cases involving suspension or discharge the employee(s) concerned will be sent home immediately. The Company will within two (2) normal working days inform the employee and the Union of the disciplinary action to be taken. Such appeal must be in writing, addressed to the Company and the Union and must be in the Company's hands no later than five (5) normal working days after the effective date of his suspension or discharge. If such appeal is properly made, the matter shall be negotiated through the grievance procedure and if it is determined that the employee has been unjustly suspended or discharged, he shall be reinstated to his former position without loss of seniority, and shall be compensated at his normal rate for normal hours lost from work because of the suspension or discharge.

It is further agreed that the conferring parties or the arbitration board shall have the power to make any other arrangements which, in their opinion, is just and equitable in the application of the foregoing penalties in this clause.

- 7.09 When an employee has been discharged without notice, he shall upon request be given the opportunity to interview his steward in a suitable place, providing such can be accomplished within an hour and a half from the time his discharge is effective and the circumstances are not such that he must be removed from the premises of the Company without delay.
- 7.10 The Union agrees there shall be no strike, sit-down, slow-down nor stoppage of work, either partial or complete during the term of this agreement. The Company agrees there shall be no lockout during such term.

ARTICLE VIII

HOURS OF WORK, OVERTIME

8.01 When production requirements as defined by the production plan in any department or departments exceed the capacity in any department or departments such that the requirements cannot be produced on a five (5) day three (3) shift schedule, the Company shall then schedule such department or departments on a week-end schedule as follows: The normal work week for employees in the bargaining unit on a five (5) day schedule shall be scheduled from 11.00 p.m. Sunday (shift one Monday) to 11.00 p.m. Friday except when a paid holiday is observed on a Monday: then the normal hours for that week shall be scheduled from 11.00 p.m. Monday (shift one Tuesday) to 11.00 p.m. Friday.

The two (2) day schedule (week-end schedule) shall consist of two (2) twelve (12) hour shifts, one each on Saturday and Sunday from 11.00 p.m. Friday to 11.00 p.m. Sunday.

It is understood, that all terms of this collective agreement shall apply in a manner such that an employee working on the two (2) day schedule shall not lose or gain benefits currently available to a five (5) day worker.

8.02 Normal hours for employees not working on a continuous eight (8) hour shift will be from seven (7) a.m. to eleven-thirty (11.30) a.m. and from twelve (12) noon to three-thirty (3.30) p.m. Monday to Friday inclusive.

8.03 Normal hours of work for a five (5) day worker shall be eight (8) hours per day and forty (40) hours per week, Normal hours of work for a two (2) day worker shall be twelve (12) hours per day and twenty-four (24) hours per week. This section is intended to provide a basis for overtime and shall not be construed as a guarantee of work per day or week.

8.04 On five (5) day continuous operations, normal shift hours shall be:

Shift 1	11 p.m. to 7 a.m.
Shift 2	7 a.m. to 3 p.m.
Shift 3	3 p.m. to 11 p.m.

On weekend operations where only one (1) crew is in effect, normal shift hours shall be:

Saturday shift	11 p.m. Friday to 11 a.m. Saturday
Sunday shift	11 a.m. Sunday to 11 p.m. Sunday

On weekend operations where two (2) crews are in effect, normal shift hours shall be:

Saturday Shift 1	11 p.m. Friday to 11 a.m. Saturday
Saturday Shift 2	11 a.m. Saturday to 11 p.m. Saturday
Sunday Shift 1	11 p.m. Saturday to 11 a.m. Sunday
Sunday Shift 2	11 a.m. Sunday to 11 p.m. Sunday

Any changes to the above normal shift hours will be by mutual consent between the Company and the Union.

- 8.05 a) Hours worked in excess of eight (8) in a twenty-four **(24)** hour period shall be paid at the rate of time and one half excepting:
- i) When the hours of an employee exceed his normal daily hours because he substituted for another employee other than at the Company's request or changed his hours at his own request.
 - ii) For time spent in meetings paid for by the Company, however, the time lost by a properly designated representative of the Local Union from his regular scheduled shift due to attending meetings with the Company shall be considered as part of his normal shift hours in determining overtime on his regular shift.
- b) Hours worked between eleven (11) p.m. Friday and eleven (11) p.m. Saturday shall be paid ~~at~~ the rate of time and one-half. Hours worked between eleven (11) p.m. Saturday and eleven (11) p.m. Sunday shall be paid at the rate of double time.
- c) When an employee reports for work on his regular shift and is sent home before the end of his regular shift and is required to report back for work within the twenty-four **(24)** hour period, he shall be paid time and one-half for all hours worked on reporting back.
- 8.06 An employee who works overtime shall not be required to take time off during the week to bring his hours down to normal hours per week.
- 8.07 Time and one-half will not be paid twice for the same hours worked or paid for.
- 8.08 When an employee is scheduled to work overtime and he works in excess of two (2) hours, provided he has not been given notice prior to the end of his previous shift and he remains on the company premises during the meal break, then a meal allowance of \$7.00 will be paid within the overtime period.
- 8.09 It is recognized that it may be necessary to work beyond the normal hours per day or week and the Union and employees will co-operate in performing overtime. The Company agrees that when overtime is scheduled it will be divided as evenly as possible among the employees who usually do the work. When overtime is necessary due to absenteeism of employees, the Company has the right to loan employees from other jobs to fill the vacancies. Failing this, the overtime will be divided as evenly as possible among the employees who usually do the work. The Company will give consideration to personal commitments of employees when overtime is scheduled. Employees shall have the right to refuse offered overtime consistent with the Overtime Guidelines.

- 8.10 a) The Company will pay employees not working on a continuous shift of eight (8) hours or more, one (1) ten (10) minute rest period during each continuous work period of four (4) hours or more.
- b) The Company will pay employees working on a continuous shift of eight (8) hours or more for two (2) ten (10) minute breaks and one (1) twenty (20) minute break.
- c) The Company will pay employees not working on a continuous shift of eight (8) hours or more a rest period of ten (10) minutes when working overtime in excess of one (1) hour without leaving the Company premises.
- d) The Company will pay a weekend worker working a regular twelve (12) hour shift on Saturday and Sunday or a five (5) day worker working a scheduled twelve (12) hour shift, three (3) ten (10) minute breaks and two (2) twenty (20) minute breaks.

ARTICLE IX

PAID HOLIDAYS

- 9.01 An hourly employee who qualifies will be paid for normal daily hours at his normal hourly rate for the following paid holidays:

	<u>1995</u>	<u>1996</u>	<u>1997</u>
New Year's Day	Jan 2 (Mon)	Jan 1 (Mon)	Jan 1 (Wed)
Good Friday	Apr 14 (Fri)	Apr 5 (Fri)	Mar 28 (Fri)
Victoria Day	May 22 (Mon)	May 20 (Mon)	May 19 (Mon)
Canada Day	June 30 (Fri)	July 1 (Mon)	June 30 (Mon)
Civic Holiday	Aug 7 (Mon)	Aug 5 (Mon)	Aug 4 (Mon)
Labour Day	Sept 4 (Mon)	Sept 2 (Mon)	Sept 1 (Mon)
Thanksgiving Day	Oct 9 (Mon)	Oct 14 (Mon)	Oct 13 (Mon)
Christmas Day	Dec 25 (Mon)	Dec 25 (Wed)	Dec 25 (Thu)
Boxing Day	Dec 26 (Tue)	Dec 26 (Thu)	Dec 26 (Fri)
Floater	Dec 27 (Wed)	Dec 27 (Fri)	Dec 29 (Mon)
Floater	Dec 28 (Thu)	Dec 30 (Mon)	Dec 30 (Tue)
Floater	Dec 29 (Fri)	Dec 31 (Tue)	Dec 31 (Wed)

- 9.02 In order to qualify for the paid holidays specified in clause 9.01 herewith an employee must meet **all** of the following rules unless otherwise provided herein:

- a) He must report for work at the starting time of his **shift** and be prepared to work the normal scheduled hours on both the last scheduled normal work day preceding and the first scheduled normal work day following the paid holiday. If the employee is unable to complete such normal scheduled hours for a reason that is acceptable to the Company, he shall be considered as qualifying under this subsection.

Exceptions:

An employee who is absent on one but not both of the qualifying days and the reason he was absent was because:

- a) He was late in reporting for work due to a reason beyond his control that is acceptable to the Company.
- b) An employee who is absent on one or both of the qualifying days as a result of being confined to hospital, being off sick, or injured as a result of a non-occupational accident and such is verified by medical certification, the employee shall be paid the holiday as per Section V of the Welfare Benefit Plan.

This exception is limited to those paid holidays occurring within a 90 day period from the date of hospitalization, onset of illness or injury.

- c) The employee was absent on one or both of the qualifying days as a result of being on an approved leave of absence or lay-off then provided the employee has been at work some part of the week during which one of the qualifying days fall he shall receive payment for the paid holiday.

9.03 If one of the paid holidays referred to in article 9.01 falls during the vacation period of an employee who is eligible for such paid holiday, the paid holiday will be banked until it is requested as an adjustment to a regular pay. All paid holidays deferred must be taken by December 31st. When the vacation form is submitted, employees must declare the alternate day the paid holiday will be taken. The qualifying provisions of 9.02 will apply to the scheduled hours on the day preceding and the day following the day designated as the statutory holiday.

9.04 When an employee fails to qualify for a paid holiday specified in clause 9.01 herewith and the only reason for such failure is because of a partial or total plant shut-down which causes such employee to be laid off and therefore the employee fails to work both of the qualifying days specified in subsection (b) of clause 9.02, provided his lay-off does not exceed three (3) calendar weeks, the employee shall be paid for such holiday upon his return to work.

9.05 When any of **the** paid holidays specified in clause 9.02 herewith fall on a Saturday it shall be observed on the Friday immediately preceding the paid holiday. When such holiday falls on a Sunday, it shall be observed on the Monday immediately following such paid holiday.

If, as a result of this clause, more than one (1) holiday would be observed on the same day, one of the holidays will, **by** mutual agreement, be observed on another day. When Canada Day falls on a Tuesday or Wednesday, it will be observed on the previous Monday. When it falls on Thursday, it will be observed on the following Friday.

- 9.06 Paid holiday shall start at eleven (11) p.m. and end at eleven (11) p.m. on the day of observance.
- 9.07 An employee who works on a paid holiday shall be paid at the rate of double time for all hours worked, in addition to any paid holiday pay he may be entitled to under the terms of the preceding clauses in this article.

ARTICLE X

WAGE POLICY

- 10.01 Appendix " A herewith attached is part of this agreement and contains the job classifications and their respective hourly rate ceiling. The hourly rate ceilings herein shall remain in effect for the term of this agreement and are not subject to change except by mutual agreement between the Company and the Union.

Reporting for Work Pay

- 10.02 a) An employee who is called into work prior to his regular shift shall be paid his applicable rate for such hours worked provided he completes the assigned hours on his regular work on his regular shift unless excused by his immediate supervisor.
- b) An employee reporting for work at his scheduled shift time without being properly notified to the contrary or reports for work at a time requested by his supervisor and is assigned no work or works for a lesser period than four (4) hours because of some reason within the Company's control, shall be paid a minimum of four (4) hours at his normal hourly rate.

Where an employee is assigned some other form of work, he shall be paid in accordance with clause 10.06 (payment for temporary assignment) of this agreement.

It is understood that reporting for work means the employee has "punched in" and is in his department ready for work at his scheduled starting time. It is further provided that an employee shall be considered as reporting for work where personal contact is made with the foreman at or before his scheduled time.

- c) An employee shall be considered to have been properly notified if such notification is made by the Company no later than one (1) hour before his scheduled starting time. Reporting for work will not be paid:
- i) When the employee refuses a reasonable assignment.
 - ii) When an employee is absent from work for personal reasons not covered by a leave of absence prior to reporting for work.

- iii) When an employee fails to record with his foreman or the Human Resources Office his current address and/or telephone number and therefore, the Company is unable to notify him not to report to work.
- iv) In cases of stoppages of work caused by labour disturbances directly or indirectly within the plant.
- v) In cases caused by mechanical or electrical breakdown where such substantially affect operations in a department or plant, power failures, weather conditions, fire, catastrophe or any other cause beyond the Company's control.

Payment for Time Lost Due to Bereavement

10.03 A seniority employee who is excused from work by the Company because of a death in the employee's immediate family shall be paid for time lost by him during the normal work week for three (3) normal work days. Immediate member means:

Current spouse, mother, father or legal guardian, current mother-in-law or father-in-law, son or daughter, brother or sister, son-in-law or daughter-in-law, grandparents, grandchildren, step parents and step children.

Payment for time lost by a seniority employee during his normal work week shall be limited to the day of the funeral for current brother-in-law, sister-in-law, foster parents, foster child, spouse's grandparents, spouse's brother-in-law and sister-in-law. The rate of pay for time lost under this clause shall be his normal hourly rate. If the employee is eligible for any other form of remuneration to which the Company contributes, payment shall not be made under this clause for such day(s). **Exception, when a death occurs during a vacation period, vacation day(s) will be taken at a later time at the standard rate.**

In those cases wherein circumstances of travel and funeral arrangements require the seniority employee to have additional leave in excess of three days, he may request such leave and it shall not be unreasonably denied. In these circumstances, payment for such leave shall not exceed two additional days and such leave shall be available only in circumstances related to the passing of immediate family members.

Civic Duty

10.04 a) - An employee who is summoned and reports for jury duty or as a subpoenaed Witness as prescribed by law, shall be paid by the Company an amount equal to the difference between daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) and the wages he would have earned that day by working normal hours at his normal hourly rate.

The provision of the above paragraph shall not apply to an employee who is summoned, reports for, or is subpoenaed as a witness for the Union in any arbitration proceeding and a proceeding in a divisional court resulting from said arbitration and action by the Union before the Ontario Labour Relations Board.

The employee will be paid for each day on which he reports for or performs jury duty and on which he would otherwise have been scheduled to work for the Company during the normal week. Payment for such service shall be made provided:

- i) The employee notifies the Company within twenty-four **(24)** hours after receipt of selection.
 - ii) The employee furnishes the Company with a written statement signed by the appropriate public official which shall contain the date, time served and amount.
 - iii) The employee reports for work if a reasonable amount of time can be worked either before or after such service.
- b) An employee shall be granted one (1) days leave of absence with pay for the purposes of attending a Citizenship Court in which he or an immediate family member (as defined in 10.03) is a participant.

Call Back Pay

10.05 An employee called back to work in any emergency after he has left work and before his normal starting time shall be paid four **(4)** hours pay at time and one half (double time on Sunday and paid holidays) his regular hourly rate or the rate of the job performed, whichever is the greater.

The employee may leave the plant if the emergency has been resolved. It is understood that any employee working on an emergency call-in may be requested to resolve any additional emergency situation which may arise while in the plant.

It is further understood that this clause does not apply to situations of unscheduled overtime.

10.06 When an employee is temporarily assigned to a **job** he shall be paid the greater of:

- a) His normal hourly rate; or
- b) The hourly ceiling rate of the assigned work.

Hiring Rates and Automatic Progression

- 10.07 The starting rate for hourly rated classifications shall be \$1.00 per hour below the lowest hourly rate for new permanent employees for the first thirty (30) days of employment regardless of the job performed. Employees hired as temporary summer workers shall be paid \$2.00 per hour below the lowest hourly rate for all normal hours regardless of the job performed for the term of their employment.
- 10.08 The rates specified in clause 10.07 is the minimum rate the Company will pay. The Company shall have the right to exceed the payment specified and will also retain the right to reduce or remove the time limit if and when expedient. However, the Company shall not, at any time, make payments in excess of ceiling rates specified in Appendix "A".

Shift Premium

- 10.09 Shift premium shall not be included in the calculation of an employee's overtime rate.
- 10.10 The Company will pay a shift premium to all employees of forty-eight (48) cents per hour for hours worked on the shift eleven (11) p.m. to seven (7) a.m. and forty-one (41) cents per hour for hours worked on shift three (3) p.m. to eleven (11) p.m.
- 10.11 The shift premium for abnormal shifts shall be forty-eight (48) cents per hour for hours worked from eleven (11) p.m. to seven (7) a.m. and forty-one (41) cents per hour for hours worked on the shift three (3) p.m. to eleven (11) p.m. No shift premium shall be paid for hours worked on shifts which normally start on or after seven (7) a.m. and end on or before seven-thirty (7:30) p.m.
- 10.12 An employee required to work earlier or later than his normal shift hours, shall not be paid shift premium for the hours for which he is paid an overtime rate.
- 10.13 Weekend shift workers shall not be paid shift premium for any hours worked between seven (7) a.m. and three (3) p.m.
- 10.14 A leadman's duties shall include that of instructing, training and assigning employees but shall not include the authority to discipline employees. When performing such work he shall be paid an increase in his normal hourly rate of forty (40) cents per hour for hours so applied.
- 10.15 An employee who is injured in the factory and who is required to obtain treatment at the factory location and/or who is required to obtain treatment at another medical location shall be paid for such time lost from the normal shift during which the accident occurred at his normal hourly rate.
- 10.16 An employee scheduled to take the general accounting inventory shall be paid at his normal hourly rate.

- 10.17 An employee who progresses to or is the successful applicant for a job posting shall be paid his former job rate until he qualifies in the new job or after ninety (90) worked days in the new job, which ever first occurs.
- 10.18 The Company shall pay employees their weekly wages each week as follows: Wednesday *shift #3* before shift end. Thursday shifts #1 and #2 before shift end. In a calendar week that contains a paid holiday prior to pay day or should a data processing machine breakdown occur prior to pay day, the pay day for that week may be one full day later.

Interim Increase Formula

- 10.19 The Supplemental Agreement covering the Interim Increase formula attached hereto forms part of this agreement.

ARTICLE XI

VACATIONS

- 11.01 An employee who has one (1) or more years of seniority **as of the current calendar year** shall be granted a **vacation**, the entitlement of which shall be based upon his seniority and the payment for which shall be based on his seniority and a percentage of the employee's wages received by him from the Company from July 1st of the preceding calendar year to June 30th of the current calendar year (unless otherwise provided under clause 11.02). The entitlement and payment shall be based on the following schedule:

Seniority as of the Current Calendar	Vacation Entitlement	Vacation Payment
Group A		
less than one (1) year (includes probation employees)	Nil	4%
Group B		
one (1) year but less than five (5) years	2 calendar weeks	4%
Group C		
five (5) years but less than ten (10) years	3 calendar weeks	6%
Group D		
ten (10) years but less than nineteen (19) years	4 calendar weeks	8%

Group E

nineteen (19) years but
less than twenty-nine (29) years 5 calendar weeks 10%

Group F

twenty-nine (29) years or more 6 calendar weeks 12%

Vacation will be scheduled in full weeks, Sunday through the following Saturday except for employees in groups (C), (D), (E), and (F) of clause 11.01 who will be permitted to split all weeks in excess of two full weeks.

- 11.02 In the first year of employment, an employee shall receive four **(4)** percent of his wages received from his date of employment to June 30th of the current calendar year as vacation pay.
- 11.03 a) Vacation periods will be scheduled by the Company giving due consideration to production requirements, seniority, employees' wishes and related situations. **No** vacation entitlement or payment will be authorized except as defined in this article.
- b) Employees must request vacation on the approved form a minimum of two (2) weeks prior to the requested vacation period except in extreme or unusual circumstances. **No** employee will take vacation unless it is authorized by his supervisor.
- 11.04 The Company will make every effort to notify each employee at least three (3) months prior to the commencement of his scheduled vacation. This clause pertains only to the two (2) calendar weeks' vacation of employees entitled to a vacation of two (2) or more weeks.
- 11.05 Vacation payment will be made in accordance with 10.18 provided the employee is in compliance with 11.03(b).
- 11.06 When the Company follows its normal policy of closing down for vacation, employees not scheduled to work during the shutdown period will take their vacation at that time. **The** Company will make every effort to notify employees at least four **(4)** months prior to the date of closing down.
- 11.07 Vacation payment will not be made to an employee while he is absent from work by reason of sickness, injury or leave of absence. If vacation payment is not made and if upon the employee's return to work:
- a) the Company is unable to schedule his vacation prior to December 1st of the current calendar year; or
- b) the employee is unable to return to work prior to December 1st of the current calendar year: the Company will pay the employee the vacation payment to which he is entitled.

Exception:

In extenuating circumstances the Company may make the vacation payment for such employees during the vacation shutdown period.

- 11.08 An employee whose employment with the Company is terminated for any reason shall receive vacation pay based on the applicable percentage shown in the schedule under clause 11.01 as follows:
- a) If his employment is terminated prior to June 30th, he shall receive vacation pay based upon wages received from the immediately preceding July 1st to his date of termination less any vacation payment already received.
 - b) If his employment is terminated after June 30, he shall receive, in addition to any unpaid vacation due to him under clause 11.01, a vacation payment based on wages received by him from the immediately preceding July 1 to his date of termination.
- 11.09 An employee who has been laid off and subsequently rehired shall be paid his vacation pay in accordance with clause 11.01 less any vacation payment received by him in accordance with clause 11.08.
- 11.10 Employees must take the vacation to which they are entitled during the current calendar year.
- 11.11 In no instance will a vacation payment be paid twice for the same period of time.
- 11.12 When an employee has been unable to work during the preceding calendar year or any part thereof due to sickness or injury and for these reasons only the vacation pay is forty (40) hours multiplied by his regular rate plus C.O.L.A. if applicable, he shall receive a minimum weekly vacation payment calculated as above provided the employee has worked three (3) months during the calendar year in which the vacation is granted.
- 11.13 In this article XI, the term "wages received" shall mean all wages, prior year's vacation payments and short work week benefits, received by the employee in the applicable period.
- 11.14 If an employee agrees to work when called in to work while on vacation, he will be paid straight time and be required to take equivalent holiday time at a later date.

ARTICLE XII

GENERAL

- 12.01 No full time supervisor or office employee shall perform production or maintenance work that would be done by employees in the bargaining unit except for the purpose of instruction or training employees, in emergencies when regular employees are not immediately available.

In the case of new machinery and/or equipment, the Company will advise the Negotiating Committee the date such machinery and/or equipment has been accepted by Engineering and is approved for production trial runs, at which time members of the bargaining unit will be assigned to the machine for all production operations. Prior to such acceptance and approval, supervisory and/or non bargaining unit personnel may do such tests as are required to permit acceptance by Engineering, and the Company will notify the Union prior to such tests. If such tests indicate that adjustments to the machinery and/or equipment are required, they will be performed by members of the bargaining unit and/or by employees of the manufacturer.

It is understood that new machinery includes machinery taken out of production with the crews assigned to other machinery, dismantled, redesigned and rebuilt, either inside or outside the plant.

12.02 The following form part of this agreement:

The Maintenance Training Plan
 The Welfare Benefit Plan
 Letters of Understanding #1 through #22
 The Pension Benefit Plan
 The Supplemental Unemployment Benefit Plan
 Appendix C - Job Progression
 Overtime Guidelines

12.03 The Company will continue to supply the safety and wearing apparel as normally supplied at the present writing and under similar conditions and as may be mutually agreed during the term of this agreement. Company subsidy on the purchase of plant safety shoes up to two (2) pairs per employee per year as follows:

Mixing, Printing, Blender/Banbury & Dry Laminator Departments

Effective March 1, 1995:

- 1st pair of Leather or Conductive Soled Safety Shoes to a maximum of \$90.00.
- 2nd pair of Leather or Conductive Soled Safety Shoes to a maximum of \$70.00 subject to Company approval.

Employees must inform themselves as to the definition of "conductive soled" before purchasing.

Balance of Plant

Effective March 1, 1995 - \$70.00 maximum.
 - \$40.00 maximum 2nd pair
 subject to Company approval.

Winter Apparel

Company will provide winter coats to those employees whose job functions require them to be out of doors on a regular basis.

- 12.04 a) The Company agrees that there shall be a plant safety committee consisting of six (6) members, three (3) of whom shall be appointed by the Company and three (3) shall be appointed by the Union. **The Joint Health and Safety Committee members will be trained and certified within one year of appointment. All current members of the committee are to be certified by March 31, 1996, (two (2) in 1995 and two (2) in 1996).** The committee shall once per month conduct a safety tour and once per month hold a meeting for the purpose of eliminating working hazards in the factory and to formulate policies for recommendation to the Company for the benefit of the health and welfare of employees. The Company will provide the Union with a copy of the lost time accident report form.
- b) In the event of a lost time injury or in the case of a high incidence of injuries of the same operation or process, an investigation of the problem or cause of such injuries shall be made by a group of three whose members shall be; the foreman concerned, the safety supervisor and a Union safety committee member. This group shall report their findings to the Company for their consideration.
- c) The Union safety committee members shall be issued individual passes for entering the plant when off shift for the purpose of investigating an accident per subsection (b) of this clause or for purpose of investigating a claim of an unsafe condition which requires the presence of Company and Union representatives as required under the Employee Health and Safety Act, Ontario. When entering the plant, the committee member shall follow the procedure as laid down in clause 4.08.

12.05 The Company will pay the full cost, and will provide the employees and Union with copies of:

- a) The Collective Labour Agreement and Letters of Understanding,
- b) The Welfare Benefit Plan,
- c) The Pension Benefit Plan,
- d) The Supplemental Unemployment Benefit Plan,
- e) The Maintenance Training Plan,
- f) Overtime Guidelines,

to employees and to the Union for its files for the term of this collective agreement.



ARTICLE XIII

DURATION OF AGREEMENT

13.01 This agreement shall be effective from March 1, 1995, and shall remain in full force until February 28 1998, and thereafter from year to year unless either party gives to the Other ~~notice~~, in writing, of cancellation within a period of not less than two (2) months or more than three (3) months prior to February 28, 1998, or an anniversary date thereafter.

13.02 Subject to the provision for cancellation, either party may give the other a notice of proposal for revision within a period of not less than two (2) months or more than three (3) months prior to February 28, 1998, or an anniversary date thereafter, in which event the parties shall meet as early as possible to consider the proposed revision and during such time this collective agreement shall continue in full force and effect until agreement is reached upon the proposed revisions. Provided that if negotiations continue for two (2) months without agreement, this agreement may be cancelled by either party upon written notice to the other.

13.03 In the event of written notice of cancellation having been given by either party, as herein provided, negotiations shall continue on during the period of cancellation with a view to effecting a new agreement. Should such negotiations extend beyond the expiration date, this agreement shall not expire but shall continue in full force and effect as provided in The Ontario Labour Relations Act.

In witness, whereof the parties have executed this agreement this 24th day of February, 1995.

Signed, sealed and delivered on _____, in the presence of:

For the Company

[Handwritten signatures for the Company: J. Jacobs, J. Simons, G. M., R. Wright]

For the Union

[Handwritten signatures for the Union: Paul, R. K., J. Ferrel, J. W.]

COST OF LIVING ALLOWANCE

In the third year of this Collective Agreement, the cost of living allowance will be introduced in the month following the month in which the Consumer Price Index (Stats Canada) exceeds the **February 1997** Consumer Price Index multiplied by **1.04 (1986 = 100)**. The C.P.I. for the month which exceeds the **February 1997** C.P.I. multiplied by 1.04 shall be the base.

1. The first C.O.L.A. payment shall be made in the second pay period following release of the C.P.I. for the third month following the month in which the C.O.L.A. is introduced.

Payment will be based on the difference between the base and the C.P.I. for the third month following introduction of the C.O.L.A. and shall be paid for all hours worked in this period.

2. The second C.O.L.A. payment shall be made in the second pay period following release of the C.P.I. for the sixth month following the month in which the C.O.L.A. is introduced.

Payment will be based on the difference between the C.P.I. for the third month following introduction of C.O.L.A. and the C.P.I. for the sixth month following introduction of C.O.L.A. and shall be paid on all hours worked in the fourth, fifth and sixth months following introduction of the C.O.L.A.

3. **The** third C.O.L.A. payment shall **be made** in the second pay period following release of the C.P.I. for the ninth month following the month in which the C.O.L.A. is introduced.

Payment will be based on the difference between the C.P.I. for the sixth month following introduction of C.O.L.A. and the C.P.I. for the ninth month following introduction of C.O.L.A. and shall be paid on all hours worked in the seventh, eighth and ninth months following introduction of the C.O.L.A.

4. The fourth C.O.L.A. payment shall be made in the second pay period following release of the C.P.I. for the twelfth month following the month in which the C.O.L.A. is introduced.

Payment will be based on the difference between the C.P.I. for the ninth month following introduction of C.O.L.A. and the C.P.I. for the twelfth month following introduction of C.O.L.A. and **shall be** paid on all **hours** worked in the tenth, eleventh and twelfth months following introduction of the C.O.L.A.

5. Should the C.O.L.A. be introduced such that the last period of payment eligibility prior to termination of this Collective Agreement is less than three (3) months, then the last payment shall **be** made based upon the difference of the C.P.I. at the end of the previous period and the C.P.I. for **February 1998**.

6. The Cost of Living Allowance payments shall be paid on the basis of one (1) cent per hour for each **0.096 rise in the C.P.I. (1986 = 100)** for any period as defined above.

7. Payment of the C.O.L.A. in any one period of three months shall be limited to twenty (20) cents maximum.
8. At the time C.O.L.A. is calculated, fractional changes in cents per hour will be rounded off to the nearest cent.

C.O.L.A. will be paid on all hours worked, including equivalent straight time hours for statutory holidays, vacations, bereavement clause 10.03 and Civic Duty clause 10.04.

If there is a decrease in the C.P.I. to a level which is less than the **February 1997 C.P.I. multiplied by 1.04**, the C.O.L.A. shall not be payable.

APPENDIX "A"

The Company and the Union agree that the following are the Ceiling Hourly Rates for the classifications as herewith listed for the duration of the Collective Labour Agreement.

<u>Department</u>	<u>Occupation</u>	<u>DATE EFFECTIVE</u>		
		<u>Mar 1 1995</u>	<u>Mar 1 1996</u>	<u>Mar 1 1997</u>
36 Sample Printer	*Sample Printer Operator	16.29	16.59	16.89
	*Sample Printer Operator Assistant	16.04	16.34	16.64
37 #5 Cal.	*Calender Operator	16.94	17.24	17.54
38 #4 Cal.	*Assistant Operator	16.21	16.51	16.81
39 #6 Cal.		15.87	16.17	16.47
42 #3 Cal.		15.80	16.10	16.40
43 Film Stockroom	Stockman	15.59	15.89	16.19
	Assistant Stockman	15.44	15.74	16.04
	Serviceman	15.39	15.69	15.99
46 #5 Printer	*Printer Operator	16.74	17.04	17.34
	*Assistant Operator	16.11	16.41	16.71
	Windup/Infeed Operator	15.73	16.03	16.33

48 Inspection	"Fabric Inspector	15.94	16.24	16.54
	*Perf./Slitter/Rereeler Op.	15.74	16.04	16.34
	Material Handling Utility Operator	15.49	15.79	16.09
	Serviceman	15.39	15.69	15.99
49 Blender/ Banbury	*Blender/Banbury Operator	16.27	16.57	16.87
	Blender/Banbury Utility	15.83	16.13	16.43
50 #1 Lam. (T&M)	*Laminator Operator	16.57	16.87	17.17
	*Assistant Operator	16.01	16.31	16.61
	Infeed Operator	15.67	15.97	16.27
51 Calender Utility	Calender Utility Man	15.80	16.10	16.40
54 #4 Lam.	*Laminator Operator	16.57	16.87	17.17
	*Assistant Operator/ Windup	15.96	16.26	16.56
	Infeed Operator	15.67	15.97	16.27
55 Plastisol	*Primary Plastisol Operator	16.94	17.24	17.54
	*Plastisol Operator	16.36	16.66	16.96
	*Intermediate Plastisol Operator	16.21	16.51	16.81
	*Paste Mixer	16.01	16.31	16.61
	Windup Operator	15.80	16.10	16.40
	Paper Rereeler Operator	15.74	16.04	16.34
56 #3 Lam.	*Laminator Operator	16.64	16.94	17.24
	*Assistant Operator	16.06	16.36	16.66
	Infeed Operator	15.73	16.03	16.33

63 #7 Printer	*Printer Operator	16.74	17.04	17.34
64 #4 Printer				
68 #8 Printer	*Assistant Operator	16.11	16.41	16.71
75 #3 Printer	Windup/Infeed Operator	15.73	16.03	16.33
65 Mixing	*Colour Matcher Material Controller	16.59	16.89	17.19
	'Colour Matcher Mixer	16.44	16.74	17.04
	*Colour Matcher	15.99	16.29	16.59
	Assistant Colour Matcher	15.84	16.14	16.44
	Solution Mixer	15.69	15.99	16.29
	Utility Operator	15.39	15.69	15.99
	Asst. Utility Operator	15.34	15.64	15.94
67 #3 Grainer	*Grainer Operator	16.57	16.87	17.17
	*Assistant Operator	15.96	6.26	16.56
	Windup/Infeed Operator	15.74	6.04	16.34
71 Maintenance Trades	Electrician	18.74	9.04	19.34
	Machinist Toolmaker	18.69	8.99	19.29
	Machinist	18.69	8.99	19.29
	Millwright	18.69	8.99	19.29
	Pipefitter	18.69	8.99	19.29
	Powerhouse Operator	18.90	19.20	19.50
	Carpenter	18.69	18.99	19.29
	Oiler	17.86	18.16	18.46
	Stockkeeper	15.99	16.29	16.59
	Helper	15.39	15.69	15.99
	Janitor	15.34	15.64	15.94
72 Reclaim	*Reclaim Machine Op.	16.29	16.59	16.89

	*Assistant Reclaim Machine Operator	15.69	15.99	16.29
	Relief Reclaim Machine Operator	15.47	5.77	16.07
	Fork Lift Truck Op.	15.49	5.79	16.09
80 Compound	*Colour Compounder	15.94	16.24	16.54
	Colour Weigher	15.61	15.91	16.21
83 Dry Laminator	*Dry Laminator Operator	16.65	16.95	17.25
90 Shipping	*Shipper	16.04	16.34	16.64
	*Assistant Shipper	15.69	15.99	16.29
	Film Wrapper	15.67	15.97	16.27
	Fork Lift Truck Op.	15.49	15.79	16.09
	Intermediate Service/ Fork Truck Operator	15.49	15.79	16.09
	Serviceman	15.39	15.69	15.99
92 Receiving	*Receiver	16.04	16.34	16.64
	*Assistant Receiver	15.64	15.94	16.24
	Truck Driver	15.54	15.84	16.14
	Warehouseman	15.49	15.79	16.09
	Fork Lift Truck Op.	15.49	15.79	16.09
	Serviceman	15.39	15.69	15.99
93 Brantford Warehouse	*Warehouseperson	16.21	16.51	16.81

Where an (*) appears this denotes classified jobs, remaining jobs are general jobs.

APPENDIX "B"

The Company and the Union agree that the following is a listing of departments and groups relative to lay-off and recall procedure.

Group #1

#3 Calender
#4 Calender
#5 Calender
#6 Calender
Blender Banbury
Calender Utility

Group #2

#3 Printer
#4 Printer
#5 Printer
#7 Printer
#8 Printer
Sample Printer

Group #3

#1 Laminator (T&M)
#3 Laminator
#4 Laminator
#3 Grainer

Group #4

Shipping
Receiving
Film Stockroom
Brantford Warehouse
Maintenance (Service)

Group #5

Inspection

Group #6

Compound
Mixing

Group #7

Maintenance (Trades)
Trainee (Apprentice)

Group #8

Reclaim

Group #9

Plastisol Department

Group #10

Dry Laminator

APPENDIX "C"

JOB PROGRESSION

1. In order for an employee to benefit under "job progression", he must have seniority and be considered as an experienced employee on the job from which he progresses.
2. When a permanent vacancy occurs in a department, the employee who is capable and who has the most seniority on the preceding job in such department shall be offered the vacancy except as noted in (6) below.
3. When the permanent vacancy is not filled in (2) above, the procedure shall continue through all preceding jobs in the department.
4. When the permanent vacancy is not filled in (3) above, the Company shall post the vacancy or vacancies as per clause 5.12 Job Posting. The vacancy shall first be offered to suitable applicants in the group on immediate preceding jobs (see Appendix B). Failing this,
5. The vacancy shall be filled by the most suitable remaining applicant.
6. To fill a vacancy in a classified Level I job in any department, the senior employee in the classification preceding the vacancy **shall be offered the vacancy. If vacancy is not filled, the junior employee must progress to fill the vacancy.** In the case of Level II vacancy in the Calender Department, the job vacancy will be filled by the Junior Millman if not filled by #2 above.

When a vacancy occurs in the Department 49, the employee who is capable and who has the most seniority on the preceding job in Department 49 shall be offered the vacancy. If the vacancy is not filled, the junior blender/banbury utility operator will fill the vacancy.

To fill a vacancy in Department 55 in a classified Level I and Level II jobs, the senior employee in the classification preceding the vacancy **shall be offered the vacancy. If the vacancy is not filled, the junior employee must progress to fill the vacancy.** To fill a vacancy in Department 55 in a classified Level III job, the junior employee in the Level IV job must progress to fill the vacancy if the vacancy is not filled by voluntary progression by a senior employee in the Level IV job.

In order to qualify for a classified job in Department 65 **and Inspector in Department 48**, an employee must successfully meet the standards for colour matching aptitude established by the Company. To fill a vacancy in a classified Level I, II or III job in Department 65, the senior employee in the classification preceding the vacancy **shall be offered the vacancy. If vacancy is not filled, the junior employee must progress to fill the vacancy.**

The provision of this paragraph (6) does not apply to vacancies within departments 48, 80, 90 and 92.

7. Should an employee in the group be on vacation at the time a job is posted under #4 above, the Company shall assume that he has made application for the job posting until he advises the Company to the contrary.
8. Any employee who progresses under two (2), three (3) or six (6) above is not permitted to regress unless laid off from the **job**.
9. Employees must train on succeeding **jobs** to an acceptable level of competency within the accepted time frames for training for such jobs where job progression is in effect.
10. When weekend crewing is in effect, job progression shall only occur within either the normal five (5) day or **weekend** schedule unless the affected employee agrees to do otherwise.

The following is the job progression for:

Department #36 - Sample Printer

- *1. Sample Printer Operator
- *2. Sample Printer Operator Assistant

Department #37 - #5 Calender

- *1. Calender Operator
- *2. Assistant Operator
3. Millman Feeder
4. Wind-up Operator

Department #38 - #4 Calender

- *1. Calender Operator
- *2. Assistant Operator
3. Millman Feeder
4. Wind-up Operator

Department #39 - #6 Calender

- *1. Calender Operator
- *2. Assistant Operator
- 3. Millman Feeder
- 4. Wind-up Operator

Department #42 - #3 Calender

- *1. Calender Operator
- *2. Assistant Operator
- 3. Millman Feeder
- 4. Wind-up Operator

Department #43 - Film Stockroom

- 1. Stockman
- 2. Assistant Stockman
- 3. Serviceman

Department #46 - #5 Printer

- *1. Printer Operator
- *2. Assistant Operator
- 3. Wind-up/Infeed Operator

Department #48 - Inspection

- *1. Fabric Inspector
- *2. Perforator/Slitter/Reeler Operator
- 3. Material Handling Utility Operator
- 4. Serviceman

Department #49 - Blender Banbury

- *1. Blender/Banbury Operator
- 2. Blender/Banbury Utility Operator

Department #50 - #1 (T&M) Laminator

- *1. Laminator Operator
- *2. Assistant Operator
- 3. Infeed Operator

Department #51

- (A) Calender Utility Operator

Department #54 - #4 Laminator

- *1. Laminator Operator
- *2. Assistant Operator
- 3. Infeed Operator

Department #55 - Plastisol

- *1. Primary Plastisol Operator
- *2. Plastisol Operator
- *3. Intermediate Plastisol Operator
- *4. Paste Mixer
- 5. Windup Operator
- 6. Paper Rereeler Operator

Department #56 - #3 Laminator

- *1. Laminator Operator
- *2. Assistant Operator
- 3. Infeed Operator

Department #63 - #7 Printer

- *1. Printer Operator
- *2. Assistant Operator
- 3. Windup/Infeed Operator

Department #64 - #4 Printer

- *1. Printer Operator
- *2. Assistant Operator
- 3. Windup/Infeed Operator

Department #65 - Mixing

- *1. Colour Matcher - Material Controller
- *2. Colour Matcher Mixer
- *3. Colour Matcher
- *4. Assistant Colour Matcher
- 5. Solution Mixer
- 6. Utility Operator
- 7. Assistant Utility Operator

Department #67 - #3 Grainer

- *1. Grainer Operator
- *2. Assistant Operator
- 3. Windup/Infeed Operator

Department #68 - #8 Printer

- *1. Printer Operator
- *2. Assistant Printer Operator
- 3. Windup/Infeed Operator

Department #71 - Maintenance

Trades:

- | | |
|-------------------------|--------------------------|
| (A) Electrician | (F) Carpenter |
| (B) Machinist Toolmaker | (G) Oiler |
| (C) Machinist | (H) Trainee (apprentice) |
| (D) Millwright | (I) Powerhouse Operator |
| (E) Pipefitter | |

Service:

- (A) Stockkeeper
- (B) Helper
- (C) Janitor

Department #72 - Reclaim

- *1. Reclaim Machine Operator
- *2. Assistant Reclaim Machine Operator
- 3. Relief Reclaim Operator
- 4. Fork Lift Truck Operator

Department #75 - #3 Printer

- *1. Printer Operator
- *2. Assistant Operator
- 3. Windup/Infeed Operator

Department #80 - Compound

- *1. Colour Compounder
- 2. Colour Weigher

Department #83 - Dry Laminator

- *1. Dry Laminator Operator

Department #90 - Shipping

- *1. Shipper
- *2. Assistant Shipper
- 3. Film Wrapper
- 4. Fork Lift Truck Operator
- 5. Intermediate Fork Lift Truck Operator
- 6. Serviceman

Department #92 - Receiving

- *1. Receiver
- *2. Assistant Receiver
- 3. Truck Driver
- 4. Warehouseman
- 5. Fork Lift Truck Operator
- 6. Serviceman

Department #93 - Brantford Warehouse

- *1. Warehouseperson

Note:

Where numbers appear in this agreement in conjunction with a "job" such denotes job progression is in effect. Where there are no numbers there is no job progression.

Any deletions, additions or changes required in this agreement will be negotiated between the parties.

Where an (*) appears this denotes classified jobs, remaining jobs are general jobs.

Employees must train on succeeding jobs to an acceptable level of competency within accepted time frames for training for such jobs where job progression is in effect. When training is completed and employee is qualified, he shall work one (1) shift every two (2) weeks five (5) day worker, and one (1) shift every three (3) weeks in the case of the weekend workers on the succeeding job.

This Agreement will operate concurrently with and for the term of the Collective Labour Agreement between the Company and the Union.

APPENDIX "D"

WEEKEND CREWING

Where not specifically outlined in the body of this agreement, the following provisions shall apply for weekend crewing.

INITIAL CREW SELECTION

Employees currently working in the affected departments will, in order of seniority, be offered an opportunity to work the weekend crew beginning with the operators and following down the progression system. Job opportunities will be offered on a "job for job" basis. Upon completion of this step, employees who have agreed to work weekend shall progress consistent with Appendix "C". All remaining vacancies shall be filled consistent with Appendix "C".

Vacancies remaining on the weekend crew following this exercise within the department will be offered to the group on a similar process of transfer to the weekend and progression, and finally all remaining positions will be filled by job posting.

Vacancies created on the five (5) day schedule will be filled using Appendix "C" of the C.L.A.

Subsequent crews on weekend shift shall be filled according to Appendix "C" except that employees shall not be required to progress from the five (5) day schedule to weekend.

SENIORITY

Refer to Article 5.01 of the Collective Agreement.

Refer to Article 5.03 of the Collective Agreement.

Employees may be loaned from one job to another for a period not exceeding four (4) consecutive weeks. Such time may be extended by mutual agreement. When a loan will exceed three (3) normal working days, the Company shall notify the Union in writing at the time of the loan. If an employee is transferred to such **job** while on loan, his transfer date shall be that of the first day of loan. When weekend crewing is in effect, loan transfers shall only occur within either the normal five (5) day or the weekend schedule, unless the individual employee(s) affected agree(s) otherwise.

JOB POSTING

Except as hereinafter provided, applications for job postings will be accepted from all bargaining unit employees who have acquired seniority. An employee wishing to make application for job postings must do so in writing at the Human Resources Department during the posting period. Such applications will be in duplicate and date stamped by the Human Resources Department upon receipt. A copy of the application will be retained by the employee.

When weekend crewing is in effect, Job Posting applications from weekend workers shall be signed and dated by the employee's immediate supervisor. A copy of the application will be retained by the employee.

LAY-OFF WEEKEND CREWING

When weekend crewing is in effect, lay-off shall occur in accordance with this article and in the following order:

Employees on the weekend shift shall be laid-off within the Weekend Schedule as per 5.18 of the C.L.A.

Employees declared surplus upon completion of 5.18(d) of the procedure within the Weekend Schedule shall bump into the five (5) day schedule. They shall exercise bumping rights consistent with 5.18(c) at the job level they held at the time of displacement from the weekend crew.

Following this, they shall follow the procedure defined in 5.18 of the C.L.A.

PAID HOLIDAY

A weekend worker shall be paid for eight hours of pay at his regular straight time rate for each paid holiday that the employee qualifies for. These paid holidays shall accumulate in each calendar year and be paid with the first full pay week in December. (see Article 9 of the Collective Agreement)

VACATIONS

Vacation week shall consist of a Saturday and a Sunday. Employees shall not be required to take split weekends as vacation.

SICKNESS AND ACCIDENT INSURANCE SUPPLEMENTARY UNEMPLOYMENT BENEFIT

These plans shall be administered consistent with the spirit and intent of the five (5) day schedule.

WEEKEND WORKERS SCHEDULE FOR TIME CHANGE FROM EST - EDT AND EDT -EST

Spring Conditions

Employees scheduled 11:00 a.m. - 11:00 p.m. will work 11:00 a.m. - 10:30 p.m. EST - 11-1/2 hours on Saturday.

Employees scheduled 11:00 p.m. - 11:00 a.m. will report to work at 10:30 p.m. EST and work to 11:00 a.m. EDT Sunday - 11-1/2 hours.

fall Conditions

Employees scheduled 11:00 a.m. - 11:00 p.m. will work 11:00 a.m. - 11:30 p.m. Saturday - 12-1/2 hours.

Employees scheduled 11:00 p.m. - 11:00 a.m. will report to work at 11:30 p.m. EDT on Saturday and work to 11:00 p.m. EST on Sunday -

Under these conditions employees will be paid 12 hours at the applicable rate provided they complete this schedule.

OVERTIME GUIDELINES

1. Clause 8.09: "it is recognized that it may be necessary to work beyond the normal hours per day or week and the Union and employees will co-operate in performing overtime. The Company agrees that when overtime is scheduled, it will be divided as evenly as possible among the employees who usually do the work. When overtime is necessary due to absenteeism of employees, the Company has the right to loan employees from other jobs to fill the vacancies. Failing this, the overtime will be divided as evenly as possible among the employees who usually do the work. The Company will give consideration to personal commitments of employees when overtime is scheduled. Employees shall have the right to refuse offered overtime consistent with the Overtime Guidelines.
2.
 - a) The Company shall have the right to loan a qualified employee from some other job in the Company, at straight time, to fill the job vacancy before overtime is offered to another employee.
 - b) If there is no employee available as stated in (a) above, then the Company will fill the job vacancy on an overtime basis **by** requesting overtime of an employee or employees who usually do the job on the five (5) day schedule. Failing this, the overtime will be offered to the employees on weekend crewing who usually do the job.
 - c) If the employee who usually does the **job** is not available or refuses the overtime then overtime will be distributed among those employees who are qualified in the Company's opinion to do the job. The intent of this paragraph is administered through the application of section 7, 8, 9, 10, and 11 contained herein.
3. Foreman is to check with shift employees and keep a listing of those who agree to be called and will work overtime on the 11:00 p.m. to 7:00 a.m. shift. This normally occurs when the Company has not been advised until late in the evening that the employee will not be in on midnight shift and requires keeping the employee over who is on the 3:00 p.m. to 11:00 p.m shift and having the employee who is on 7:00 a.m. to 3:00 p.m. come in at 3:00 a.m. and weekend shifts.
4. The foreman is to keep a record and make sure that overtime is being distributed **as** evenly as possible.
5. When an employee continually **refuses** overtime, the foreman will advise him that his is not going to ask him again until such time the employee advises the foreman that he is available for overtime again. Each time his turn comes up, he will be charged with the refusal. It is understood that in case of emergency or others not being available, he will **be** required to co-operate and work his share of overtime.
6. The Company policy has been that no employee should work any shift longer than twelve (12) hours due to the danger of injury from fatigue, except in extreme case of emergency or on the last shift of the week on the five day schedule. The Company will endeavour to advise the Union of such cases.

Coverage For First Shift of Three (3) Shift - Five (5) Day Schedule

7. When a department or machine is short handed on the first full shift of the five (5) day schedule, whether it is a regular or an overtime shift, then:
- a) The employee who normally **does** the job from the shift two shifts later will be requested to work the full shift. Failing this,
 - b) The employee who normally does the job from the weekend shift, if any, will be offered the full eight (8) hours. Failing this,
 - c) An employee in the department from the shift two shifts later, who is qualified and who has the least amount of overtime will be requested to work the full shift. Failing this,
 - d) The employee in the department who is qualified from the weekend shift, if any, with the least amount of overtime, if any, will be offered the full eight (8) hours.
 - e) If the Company is unsuccessful in covering the first full shift of the week per (a) through (d) above, the procedure outlined therein will be executed to cover the first four **(4)** hours of the shift and the balance of the shift will be offered to the employee in the department who usually does the job on the following shift. Failing this, it will be offered to qualified employees in the department with the least amount of overtime on the following shift. Failing this,
 - f) The vacancy will be filled at the Company's discretion.

Coverage For Last Shift of Three (3) Shift - Five (5) Day Schedule - No Weekend Crewing

8. When a three (3) shift department or machine is short handed on the last shift of each week, whether it is a regular shift or overtime, then the employee who normally does the job from the shift two shifts prior will be offered the overtime for the full shift. Failing this,
- a) The overtime for the full shift will be offered to all qualified employees in the department on the shift two shifts prior, beginning with the employee with the lowest amount of overtime. Failing this,
 - b) The employee who normally does the job on the previous shift will be offered the overtime for the full shift. Failing this,
 - c) Overtime for the full shift will **be** offered to all qualified employees in the department on the previous shift beginning with the employee with the lowest amount of overtime. Failing this,
 - d) The overtime for the full shift will be offered to all qualified employees in the group on the shift two shifts prior, beginning with the employee with the lowest amount of overtime, Failing this,

- e) The overtime for the full shift will be offered to all qualified employees in the group in the previous shift beginning with the employee with the lowest amount of overtime. Failing this,
- f) The vacancy will be filled at the Company's discretion.

Coverage For Five (5) Day Schedule - Three (3) Shifts Other Than First or Last Shift

- 9.
 - a) When a department or machine is short handed on other than the first or last shift of the week (per section 7 and 8), the employee on the preceding shift who usually does the job will be offered the first four (4) hours and the employee who usually does the job on the following shift will be offered the last four (4) hours of the shift. Failing this,
 - b) Any hours not covered in (a) above will be offered to the weekend shift employee, if any, who usually does the job, beginning with the employee with the lowest amount of overtime. Failing this,
 - c) The qualified employees in the department on the preceding and following shifts, beginning with the employee with the lowest amount of overtime, will each be offered four (4) hours overtime as above. Failing this,
 - d) The qualified employees in the group on the preceding and following shifts, beginning with the employee with the lowest amount of overtime, will each be offered four (4) hours overtime as above. Failing this,
 - e) The full shift will be offered to the other qualified employees on the weekend shift, if any, beginning with the employee with the lowest amount of overtime. Failing this,
 - f) The vacancy will be filled at the Company's discretion.

Coverage For 3:00 p.m. - 11:00 p.m. Shift Friday Where Weekend Crewing is in Effect

- 10. On a three (3) shift operation where weekend crewing is in effect, the following procedure will be used to cover 3-11 shift on Friday.
 - a) Request eight (8) hours overtime from the employee who normally performs the work on shift #1 (11:00 p.m. - 7:00 a.m.) on the five (5) day schedule. Failing this,
 - b) Request eight (8) hours coverage from the employee who normally does the job on the 11:00 a.m. - 11:00 p.m. shift of the weekend schedule (if applicable). Failing this,
 - c) Request eight (8) hours from qualified employees in the department from shift one. Failing this,
 - d) Request eight (8) hours overtime from the qualified employees in the department on weekend shifts, (11:00 a.m. to 11:00 p.m.). Failing this,

- e) The employee on the preceding shift on the five (5) day schedule will be offered eight (8) hours. Failing this,
- f) Request four (4) hours coverage from the employee who normally does the job on shift two and request the balance of the shift from other employees qualified to do work on five (5) days then weekends, with the least amount of overtime.
- g) The vacancy will be filled at the Company's discretion.

11. Covering of overtime on weekends where weekend crewing is in effect, the following procedure will be followed:

Shift 11:00 p.m. - 11:00 a.m. Saturday

- a) Overtime shall first be offered to the employee on shift one of the preceding week, Monday to Friday, who normally does the job. Failing this,
- b) Offered to the employee on shift two, Monday to Friday, who normally does the job. Failing this,
- c) Offered to the qualified employee with the lowest amount of overtime from shift one in the department. Failing this,
- d) Offered to the qualified employee with the lowest amount of overtime from shift two in the department. Failing this,
- e) Offered to the qualified employee with the lowest amount of overtime on shift one in the group, failing this shift two in the group.
- f) The vacancy **will** be filled at the Company's discretion.

Shift 11:00 a.m. - 11:00 p.m. Saturday

- g) Offered to the employee on shift three on the Monday to Friday preceding the Saturday in question, who normally does the job. Failing this,
- h) Offered to the employee from shift two who normally does the job. Failing this,
- i) Offered to the employee who normally does the job on shift one. Failing this,
- j) Offered to the qualified employee with the lowest amount of overtime on shift three in the department. Failing this,
- k) Offered to the qualified employee with the lowest amount of overtime on shift two in the department. Failing this,
- l) Offered to the qualified employee with the lowest amount of overtime on shift one in the department. Failing this,

- m) Offered to the qualified employee with the lowest amount of overtime in the group, shift three first, then two, then one.
- n) The vacancy will be filled at the Company's discretion.

Shift 11:00 p.m. - 11:00 a.m. Sunday

- a) Overtime shall first be offered to the employee from shift one on following week, Monday to Friday, who normally does the job. Failing this,
- b) Offered to the employee who normally does the job on shift two. Failing this,
- c) Offered to the employee who normally does the job on shift three. Failing this,
- d) Offered to the qualified employee in the department with the least amount of overtime from shift 1. Failing this,
- e) Offered to the qualified employee in the department with the least amount of overtime from shift two. Failing this,
- f) Offered to the qualified **employee** in the department with the least amount of overtime from shift three. Failing this,
- g) Offered to the qualified employee in the group with the least amount of overtime, shift one first, then two, then three.
- h) The vacancy will be filled at the Company's discretion.

Shift 11:00 a.m. - 11:00 p.m. Sunday

- i) Offered to the employee who normally does the job on shift three of the following week, Monday to Friday. Failing this,
- j) Offered to the employee who normally does the job on shift two. Failing this,
- k) Offered to the qualified employee from shift three in the department with the lowest amount of overtime. Failing this,
- l) Offered to the qualified employee from shift two in the department with the lowest amount of overtime. Failing this,
- m) Offered to the qualified **employee** with the **lowest** amount of overtime on shift three in the group, failing this, shift two in the group.
- n) The vacancy will be filled at the Company's discretion.

12. Two Shift Operation

When a department or machine is shorthanded on the 7:00 a.m. to 3:00 p.m. shift:

- a) The employee who normally does the job from 3:00 p.m. to 11:00 p.m. will be given the option to work either 7:00 a.m. to 11:00 a.m. or 11:00 a.m. to 3:00 p.m. Failing this, proceed to next qualified employee with least amount of overtime from 3:00 p.m. to 11:00 p.m. to cover four **(4)** hours on the same basis as above. Failing this,
- b) Proceed to the group as above.
- c) The vacancy will be filled at the Company's discretion.

When a department or machine is shorthanded on the 3:00 p.m. to 11:00 p.m. shift:

- a) The employee who normally does the job from 7:00 a.m. to 3:00 p.m. will be given the option to work either 3:00 p.m. to 7:00 p.m. or 7:00 p.m. to 11:00 p.m., failing this, proceed to next qualified man with least amount of overtime to cover four **(4)** hours on the same *basis* as above. Failing this,
- b) Proceed to group as above.
- c) The vacancy will be filled at the Company's discretion.

13. Employees will be charged with overtime refusals if they have on their departmental file card notations such as "don't call me after "x" p.m. or don't call me" or has no phone if in the process of arranging overtime, that employee's turn for overtime arises.
14. The *overtime/absenteeism* records will be posted on bulletin boards at the respective machines. This will be **done** on a weekly basis on each Wednesday. The records will indicate the overtime for the previous week accumulated for the month and the totalled accumulated overtime for the three (3) previous months. The last posted report shall be used **as** the basis for administration from 11:00 p.m. that day.
15. On telephoning employees to set up overtime, the following shall apply:
 - a) If there is no answer to the call, then no refusal will be charged.
 - b) If the call is answered by another person but the employee is not home, the employee will not be charged and the next **eligible** employee will be called.
16. If an employee is absent because of leave of absence, sickness, injury or vacation he will be considered to be unavailable and shall neither be asked or charged. Employees on light duty are ineligible for overtime.

17. A probationary employee, or a seniority employee who has transferred to another department and has not achieved departmental seniority, shall be charged with overtime accumulated by the average of the highest and lowest overtime worked by other employees in his job classification within his department.
18. If an emergency situation where prompt action is required when loss or damage to plant, equipment, material, safety of personnel or machinery is concerned, the following procedure will apply. An employee in the trade concerned will be called per the ROTA system, if there is no answer to the call or the employee is not available, the employee will be charged for this emergency overtime. This section applies to maintenance personnel only.
19. If any of the administration clauses 7, 8, 9, 10, and 11 fail to provide coverage, the departments involved may work short handed and alternative arrangements for breaks, etc. will be made.
20. An employee who agrees to work overtime and fails to fulfil his/her commitment will be charged with refusing overtime, If the employee notifies the Company that he/she will not be reporting, in accordance with Company Rule #11, then the Company will fill vacancy using these guidelines. Failing this, the company may fill the vacancy at its discretion. The Company will keep records of employees who **fail** to report after **accepting** overtime. If the practice continues, the employee will be advised that he shall no longer be asked to work overtime until such time as he confirms, in writing, he is prepared to work all overtime he volunteers for.
21. Employees who have been loan transferred will be eligible for overtime on the third (**3rd**) day of the transfer in the job to which they were transferred.

However, if the loan transfer is of a one (1) week duration or more, the employee will be eligible for overtime from the first (1st) day, as he will be normally performing the **job**.

COMPANY RULES

Reprimands, suspensions or discharge may follow infractions of Company rules, typical examples of which are listed.

- 1) Stealing Company property or that of fellow workers.
- 2) Reporting production falsely or punching other than employee's own card
- 3) Sabotage.
- 4) Violation of safety rules.
- 5) Refusal to follow grievance procedure as outlined in this Agreement.

- 6) Reporting for work intoxicated or under the influence of alcohol or drugs.
- 7) Disorderly or immoral conduct on Company property.
- 8) Obtaining employment on basis of false information.
- 9) Repeated absenteeism.
- 10) Continued lateness.
- 11) Failure by an employee, who expects to be late or absent, to make a reasonable effort to notify the Company at least one (1) hour prior to his scheduled starting time. Telephone number 623-1630.
- 12) Continual unco-operativeness.
- 13) Avoidable waste of material.
- 14) Defective workmanship.
- 15) Low production.
- 16) Multiple reprimands.
- 17) Endangering the life of an employee or that of fellow employees.
- 18) Smoking in areas and at times in which smoking is prohibited.
- 19) Insubordination.
- 20) Failure to report to foreman when late.
- 21) Entering Company premises without authorization when off shift.
- 22) Leaving work area without authorization at times other than canteen or lunch breaks.
- 23) Contributing to an unsanitary condition in the plant by tossing refuse about the plant.
- 24) Leaving Company premises during working hours without Company authorization.

LETTER OF UNDERSTANDING #1

Mr. C. Renaud, President,
Local #862, U.R.W.,
Canadian General-Tower Limited.

Dear Mr. Renaud:

The Company agrees to provide a "Day" job on steady days for the President and **Vice President** of Local #862 when his "regular" job involves rotating shifts, subject to the following conditions:

1. Seniority will remain and accumulate in his "regular" Department and he will be entitled to job progression and job posting. When his term of office expires, he will return to his "regular" job, or a job to which he progressed or a job to which he transferred, consistent with his seniority.
2. The President will be paid the higher of his "regular" job rate ~~or~~ the equivalent to the Maintenance Electrician rate. **The Vice President will be paid the higher of his "regular" job rate or the equivalent to the Millwright rate.**
3. It may be necessary on occasion, due to absenteeism or emergencies, to assign **the President and Vice President** other duties within his "day" job department.
4. It **is agreed** that overtime in his "**day**" job department will be shared with the **President and Vice President** in the same manner as other permanent employees.
5. It is agreed that the designated union officer functioning as acting President, in the absence of the President for periods of absence of five (5) days or more, shall be permitted to work 7-3 shift and shall be paid the President's rate.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #2

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario.

Dear Mr. Renaud:

This will serve to confirm the following item of understanding reached during recent contract negotiations.

VENTILATION (HEAT) PROBLEMS

The Company will endeavor to put all its ventilating and cooling equipment in satisfactory working condition by May 18th of each year.

During the period May through September, the Company will endeavour to provide extra relief time and take all necessary steps to maintain a tolerable work environment as circumstances warrant.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #3

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario.

Dear Mr. Renaud:

This will serve to confirm the following item of understanding reached during recent contract negotiations.

REHABILITATION PROGRAM PAYMENTS

In the event a disabled employee is medically certified to return to work on a part-time basis, such case will be reviewed by our weekly indemnity underwriter to ascertain the kind of rehabilitation work arrangements and financial consideration that would be in the employee's and our Company's best interests. The minimum payment should be equal to the weekly indemnity payment the employee would normally be eligible to receive.

This arrangement is being entered into on an experimental basis with no promises being made other than *to* consider each case on its own merit.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #4

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario.

Dear Mr. Renaud:

This will serve to confirm the following item of understanding reached during recent contract negotiations.

PENSION BENEFIT

If during the life of the current Agreement, the Company should elect to increase the amount of pension for present retirees, the Company will, before making such announcement, discuss each announcement with the local union.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #5

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario.

Dear Mr. Renaud:

This letter will confirm our understanding reached during contract negotiations.

The Company will pay the Union President of Local #862, U.R.W. and in his absence, his designate, up to a maximum of fifteen (15) hours per week for local Union business. These hours shall not be charged to Clause 6.06 of the current Collective Labour Agreement.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #6

Mr. C. Renaud, President,
Local #862, U.R.W.,
Canadian General-Tower Limited.

Dear Mr. Renaud:

This will serve to confirm the following item of understanding reached during recent contract negotiations.

MAINTENANCE TRAINING PLAN

The Company will, during the term of the current Maintenance Training Plan, permit trainees to attend day school classes for three (3) separate eight (8) week periods. Trainees will be expected to attend such classes. During such periods, the Company will pay trainees the first two (2) weeks of each eight (8) week period their current rate of pay when U.I.C. payments do not apply.

The Company will also provide trainees with a car mileage allowance payment of twenty-seven cents (27¢) per kilometre provided such trainees travel to and from their classes on a one-car pool basis. In addition, each trainee will be provided with a lunchtime meal allowance of \$7.00 for each day attending classes.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #7

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario.

Dear Mr. Renaud:

This will serve to confirm the following item of understanding reached during recent contract negotiations.

WELFARE BENEFIT PLAN

The Company agrees that the definitions for employee and dependent in Clause 2.01 of the Welfare Benefit Plan shall apply to all group insurance plans provided in that agreement.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #8

Mr. C. Renaud, President,
Local 862, U.R.W.,
Cambridge, Ontario.

Dear Mr. Renaud:

This will serve to confirm the following item of understanding reached during recent contract negotiations.

CONTRACTING OUT

It is the intent of the Company to have maintenance work in the plant performed by Company employees where it is practical to do so provided that: no additional cost will be incurred, employees have the qualifications and experience to perform the tasks involved to specifications, that the Company has the necessary equipment to perform the work, and that the work can be performed within time constraints required by the business. In circumstances where employees of the Maintenance Skilled Trades Group are on lay-off from plant employment, the Company will offer work of a short duration (i.e. - insufficient to warrant recall to plant employment) to laid off employees qualified to do the work before using outside contractors.

Performing work for the Company under these circumstances shall not be considered as a return to active employment.

Whenever possible, the Company will **discuss with the Leadhand and Union Steward in respective trade in advance to contracting out work.**

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #9

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario.

Dear Mr. Renaud:

The following summarizes the understanding reached during contract negotiations with regards to identifying when a **job** exists within the Cambridge Plant.

In circumstances wherein either party considers the hours of work being performed, and the frequency of such work to be regular, then the parties shall meet to discuss the situation and make such changes as deemed appropriate.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #10

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario.

Dear Mr. Renaud:

The following summarizes the understanding we have developed regarding the practices the Company will follow regarding the plant schedules throughout the summer months in order to provide continuing customer service while allowing all our employees to enjoy a minimum two (2) weeks of continuous vacation in this period.

This letter is intended solely as a basis of administration of schedules for these periods and does not diminish or in any way amend the terms of the Collective Labour Agreement.

1.
 - a) The Company will announce on or before the last Friday in March **1995** and on or before the last Friday in February effective **1996**, those departments which are necessary to maintain required continuing supply throughout the year.
 - b) Equipment not required for continuous operation will be shutdown for the two (2) weeks prior to the Civic Holiday. Employees in those departments will be required to take vacation at that time.
 - c) If equipment is taken off-line for maintenance purposes at anytime other than the last two (2) weeks before the Civic Holiday, employees may take vacation on a voluntary basis.
2. **All** employees will, on a seniority basis within a job classification, select two (2) weeks of vacation most desirable to them during the five (5) weeks prior to and the week following Civic Holiday.
3. Employees will be required to advise the Company by the second Friday of April in **1995** and by the second Friday of March effective in **1996** as to their vacation preference.
4. The Company will post shutdown and related shifting by April 30, **1995**, and by March 31 effective in **1996**.
5. Weekend workers will have the opportunity to take two (2) weeks continuous vacation during the six (**6**) week period.

6. If an employee's status changes after April 30th and after March 31 effective in 1996, such that his vacation schedule is in conflict with the schedule of a required department, the Company will attempt to cover his planned vacation period. If it is not possible to cover his planned vacation period, he must work.
7. If the required department is subsequently determined not to be required, employees who cannot change vacation plans will be permitted to complete their vacation as planned, and will be supplied work.
8. Subject to Company approval, employees affected by 1 above paragraph (b) may request to fill vacancies in other departments which are operating during this time frame provided such vacancies exist and the employee is qualified.

We believe the above arrangements meet both the needs of our customers and our employees in a fair and equitable way.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #11

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario.

Dear Mr. Renaud:

The Company and the Union recognize the social and economic impact of major process technology and equipment changes in the workplace, and accordingly, they will, in future, be guided by the principle that such changes need not automatically lead to a loss of employment; that they shall work together to implement such changes with the least socio-economic disruption of regular full time employees; and they shall be guided by the principles established in the Memorandum of Agreement regarding automation of the blender/banbury operations at Cambridge.

In the event technological change is to be implemented that significantly alters the employment status of employees, the parties shall meet at the earliest possible date to negotiate a memorandum of agreement to minimize the impact on employees.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #12

Mr. C. Renaud
Local #862, U.R.W.
Cambridge, Ontario

Dear Mr. Renaud

This will serve to confirm the following item of understanding with regards to:

THE SUB PLAN

Upon any termination of the Plan, the Plan shall terminate in all respects, except that the assets then remaining in the fund shall be subject to all of the applicable provisions of the Plan then in effect, and shall be used until exhausted to pay expenses of administration, and to pay benefits to eligible applicants laid off, or thereafter laid off, in the order each week of the respective date as of which they were laid off. Section 6, Article II, shall not be applicable.

In the event there are any assets in the fund after the above payments have been made, the parties shall negotiate an agreement for the equitable distribution of an amount equal to the funds returned to the employer, and if agreement is not reached within a period of ninety (90) days, the amount equal to the funds then remaining after paying all expenses of administration, shall be divided in equal amounts per capita among all the employees at the date on the active payroll of the Company who have credit units uncanceled and remaining to the credit, in amounts proportionate to such credit units.

It is also understood for the purposes of administering the S.U.B. Plan as negotiated per the Collective Labour Agreement 1988-1991, Section 1b(3), (6), (7), (8), (9), (10), (12), (13), which were removed for income tax purposes, will be viewed by the negotiating committee as still valid.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #13

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario.

Dear Mr. Renaud:

The provisions of Clause 5.15 of the CLA are to insure an employee is transferred to the job of his choice within a reasonable time period of his selection for such job.

It is not our intent nor that of the Union that this clause be complied with in a frivolous manner using clause 5.10 as justification for circumventing its intent.

The Union and the Company recognize that from time to time circumstances may require an extension of the defined period in 5.15 and agree to discuss same and take appropriate action as may be mutually agreed to.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #14

Mr. C. Renaud, President
Local #862, U.R.W.,
Cambridge, Ontario.

Dear Mr. Renaud:

The Company agrees that the current union office shall be available to Local #862 for its use for the term of the collective agreement.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #15

Mr. C. Renaud, President
Local #862, U.R.W.,
Cambridge, Ontario.

Dear Mr. Renaud:

The Company proposes to create a classification within Schedule A of the Collective Agreement to be known as Unclassified with the following purpose and subject to the conditions indicated.

Purpose

The purpose of the Unclassified classification is to:

1. Provide a small reserve of employees within the plant to facilitate quicker replacement of employees due to upshifting, retirements, termination, etc. The Company shall keep the Union advised as to its plans for staff levels within Unclassified.
2. To provide a classification in which to retain employees displaced due to lay-off as provided for in 5.18(h) of the C.L.A.

Conditions

1. The number of employees in Unclassified at any given point in time will not be fixed and shall be determined at the discretion of the Company save and except for those number of employees who, due to their seniority, qualify to be Unclassified under 5.18(h).
2. Employees in Unclassified shall be assigned to a group or groups and assigned responsibilities and a shift within their assigned group.
3. During their time of assignment in a group, Unclassified employees will be trained in General **Jobs**, provide temporary relief to other employees in order to support the training activities within the group, provide temporary coverage for absent employees, complete housekeeping tasks and other duties as assigned.

4. Employees in Unclassified shall have only plant seniority. They may not acquire job seniority. Their seniority within Unclassified shall be their plant seniority,
5. Seniority employees who are Unclassified due to a layoff under 5.18(h) shall have bidding rights. Employees hired to Unclassified shall have no bidding rights.
6. Vacancies not filled by job progression and/or job posting shall be filled by assigning employees to the vacancy starting with the most senior employee in Unclassified. If two or more vacancies occur concurrently, the senior employee shall be given the opportunity to fill the vacancy of his choice.
7. Employees in Unclassified shall be paid a base rate equivalent to the lowest rate in the plant except in those cases **as** defined in 5.18(h), as required by 10.06, and subject to 10.08 of the C.L.A.
8. Seniority employees may not bump Unclassified when laid off under 5.18 except as noted specifically in 5.18(h). Entry to this Unclassified group is only via 5.18(h), hiring, and any special cases as may be mutually agreed to by the Company and the Union.
9. There is no progression in Unclassified nor is it part of any group.
10. **A joint review of the effectiveness of the Unclassified Department will be held twelve (12) months after its implementation.**

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #16

**Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario**

Dear Mr. Renaud

**This will serve to confirm the following item of understanding during
1995 contract negotiations.**

**The Company will pay for all licensing required of skilled trades, when
related to their job functions.**

Yours truly,

**D.J. Jackman,
Team Leader, Manufacturing**

Acknowledged,

**C. Renaud, President,
Local #862, U.R.W.**

LETTER OF UNDERSTANDING #17

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario

Dear Mr. Renaud

The Company and Union agreed during the 1995 contract negotiations to form a joint sub-committee of four (4) of the negotiating team for the purposes of studying the feasibility of having an appointed Union Health & Safety Co-ordinator.

The sub-committee will consider, among other things:

- cost benefit analysis (to include full time, part time and trial basis)
- duties and responsibilities of current Health & Safety Committee and the Safety Co-ordinator.
- **practices** of **other** companies.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #18

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario

Dear Mr. Renaud

This letter will confirm that the Company will continue its present practice of replacing worn tools and the purchase of specialty tools needed to improve the efficiency of the job.

The Company will also determine the basic tooling requirements for the Industrial Mechanic (Millwright) and other upgraded skilled trades and supply any new tools required.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #19

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario

Dear Mr. Renaud

The Company and the Union agreed during the 1995 contract negotiations that both parties have a concern regarding the escalating costs of the current health care benefits and agree to meet quarterly to review program performance and possible cost control measures and plan design issues.

The Company and Union agreed to study, design and implement a transitional work program by the end of 1995.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #20

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario

Dear Mr. Renaud

This is to confirm the following item of understanding reached during 1995 contract negotiations.

The Company will provide, where requested and feasible, literacy and Grade 12 High School equivalent education training.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #21

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario

Dear Mr. Renaud

The Company and the Union recognize there is a need to change the way we do business in this increasingly competitive environment. The economic health of our Company, and thus the security and well being of us all depends on our ability to respond rapidly to changes in the marketplace and to focus on the requirements of our internal and external customers to ensure they are receiving the highest standard quality of product at a cost competitive price.

The method we have chosen to pursue these goals is through a Union/ Company relationship of mutual trust, respect and open communication. A relationship that addresses interests in a fair and responsible way.

The Company and the Union join together in support of greater employee involvement to gain a higher level of results in product and process quality, health, safety and environment and improving job security for the workforce.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.

LETTER OF UNDERSTANDING #22

Mr. C. Renaud, President,
Local #862, U.R.W.,
Cambridge, Ontario

Dear Mr. Renaud

This is to confirm the following item of understanding reached during the 1995 negotiations.

Employees with less than one (1) year of employment as of June 30th, will be treated the same as previous contracts for two (2) weeks vacation entitlement.

Employees with more than two (2) weeks vacation, will be entitled to their additional week in the anniversary year.

Yours truly,

D.J. Jackman,
Team Leader, Manufacturing

Acknowledged,

C. Renaud, President,
Local #862, U.R.W.