

**COLLECTIVE AGREEMENT
BETWEEN**



**Foamex
Canada Inc.**

AND

**UNITED STEEL WORKERS
OF AMERICA
LOCAL 664
00769 (08)**

Expiry Date: March 25, 2006 00769 (08)

Table of Contents

ARTICLE	Page
1 - Purpose.....	1
2 - Recognition.....	1
3 - Discrimination.....	2
4 - Management Rights.....	3
5 - Union Security.....	4
6 - No Strike or Lock-out.....	5
7 - Representation.....	6
8 - Grievance Procedure.....	7
9 - Arbitration.....	9
10 - Seniority.....	11
11 - Leave of Absence.....	21
12 - Bulletin Board.....	23
13 - Wages.....	23
14 - Hours Worked and Overtime.....	24
15 - Plant Holidays.....	29
16 - Vacations.....	31
17 - Shift Premium.....	33
18 - Welfare.....	34
19 - Pension Plan.....	39
20 - Health and Safety.....	41
21 - Duration.....	41
Schedule "A" (Wage Rates).....	43
Appendix "A" (Letters).....	53
Appendix "B" (Safety and Health).....	56
Appendix "C" (Two Day Work Week).....	64

BETWEEN

Foamex Canada Inc. Metropolitan Toronto
(hereinafter referred to as "the Company").

AND

UNITED STEELWORKERS OF AMERICA, LOCAL 664
(hereinafter referred to as "the Union").

Article 1 **PURPOSE**

- 1.01 It is the mutual desire of both parties to promote co-operation and harmony, and to provide an amicable method of settling any differences or grievances that may arise.

Article 2 **RECOGNITION**

- 2.01 (a) The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees at its plants within Metropolitan Toronto or a seventy-five **(75)** mile radius of Toronto City Hall, which ever is greater; save and except supervisors, persons above the rank of supervisors and office and sales staff,
- (b) In this agreement wherever the pronoun "HE" or "HIS" is used, it shall be construed to mean any

employee, male or female.

Article 3
DISCRIMINATION

- 3.01 There shall be no discrimination or intimidation of any sort practised by the Company by reason of any activity, past or future, of any employee with or in respect to membership or activity in the Union.
- 3.02 The Company shall not by any means, directly or indirectly persuade or influence, or attempt to persuade or influence, any employee against membership or activity in the Union.
- 3.03 Neither the Company nor the Union shall discriminate against any employee on account of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap as defined in the Ontario Human Rights Code.
- 3.04 There shall be no intimidation, interference, restraint or coercion exercised or practised upon any employee by the Union, or by any of its members or representatives and there shall be no union activity, solicitation for membership or collection of dues on company time and no meetings on company premises except with the permission of the Company.

Article 4
MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, retire, discharge, suspend, discipline, transfer, classify, promote or demote employees; increase or decrease the working force, assign employees to shifts; provided however that any action taken by the Company with respect to discharge, suspension or discipline shall be for reasonable and just cause;
 - (c) generally manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing, to determine the number and location of its plants, the products to be manufactured, the services to be supplied, the methods of operation and production, the schedules of production, the kinds and locations of tools and machines to be used, the process of manufacturing and assembling, the delivering and servicing of its products, the determination of work standards, the determination of quality standards, and the control of material and parts to be used in its products;
 - (d) establish and promulgate reasonable plant rules and regulations, and such rules will be discussed with the

union committee prior to their implementation.

- 4.02 The exercise by the Company of the functions set forth in Section 4.01 shall be subject to other applicable provisions of this Agreement and shall not be inconsistent with them.

Article 5 **UNION SECURITY**

- 5.01 All present employees and all employees hired hereafter will be required to become members of the Union, and to maintain their membership for the duration of this agreement, and any renewal or extension thereof. All present and future employees in the bargaining unit shall be required to sign dues deduction authorization forms which shall be irrevocable for the duration of this agreement and any renewal or extension thereof.
- 5.02 The Company will deduct weekly dues and assessments as fixed by the International union starting the date of hire. The Union will notify the Company in writing of any changes in the amount of the dues and assessments.
- 5.03 The Company will promptly remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Toronto Area Office, payable to the International Treasurer 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 why no deductions have been made;
- (c) those who have left the employ of the Company;
- (d) the properly filled out check-off certification form supplied by the Union will be sent with the first dues payments of new members;
- (e) a properly filled out dues deduction form as supplied by the Union to be sent with the first dues payments of new members;
- (f) a properly filled out application for membership card as supplied by the Union to be sent with the first dues payments of new members.

5.04 The Union will save the Company harmless in respect of all deductions and remittances made pursuant to this article.

5.05 Union dues deductions will be included on employees' T4 slips,

Article 6 **NO STRIKE OR LOCK-OUT**

6.01 The Union and its members, individually and collectively, undertake that neither will cause, authorize or take part in any strike, work stoppage, sit down, slow-down or any other collective activity which will restrict, limit or interfere with the operations of the Company or the manufacturing of its

products during the term of this agreement. The Company agrees that there will be no lock-out of its employees during the term of this agreement.

- 6.02 The word "strike" and the word "lock-out" shall be deemed to have the meaning given these words in the Ontario Labour Relations Act.

Article 7

REPRESENTATION

- 7.01 The Company will recognize a negotiating committee consisting of four (4) employees, one of whom will be chairman. The Company will also recognize a maximum of twelve (12) stewards to represent employees in designated zones. The Union will notify the Company in writing of the names of the negotiating committee and any stewards and of any changes thereto as they occur.
- 7.02 It is recognized that a steward (or until such time as stewards are appointed, a committeeman) may be from time to time required to investigate or process a grievance but he shall, under no circumstances, leave his regular duties for this purpose without first obtaining the permission of his supervisor and giving such reasonable explanation as is required of him. He shall report back to his supervisor before resuming his regular duties. The steward or committeeman as the case may be, shall suffer no

loss of pay in respect of such absence, provided he has complied with any condition laid down relevant thereto by his supervisor, and provided that the duration of his absence is not unreasonably long in the circumstances obtaining.

7.03 (a) An employee who is being disciplined must request the presence of a Union Steward at the time of a disciplinary meeting.

(b) When a Union Steward is not available for a disciplinary meeting, the Union President, or other designated officer must be required to attend.

7.04 The Union President shall not be required to work on any shift other than the day shift except with his consent.

Article 8

GRIEVANCE PROCEDURE

8.01 An employee with a complaint must, accompanied by a steward, first discuss it with his supervisor and give the latter an opportunity to settle it. If the supervisor's disposition of the complaint is not satisfactory to the employee, the following procedure will be followed:

8.02 Step No I

If the supervisor's disposition of the complaint is not

satisfactory to the employee, the aggrieved employee accompanied by a steward must proceed with the grievance to the department head for discussion and possible resolution. Failing satisfactory resolution by the department head, the complaint will be committed to writing as a grievance and signed in triplicate by the employee and steward. The original shall be presented in such written form to the department head with a copy to Personnel and a copy to be retained by the Union, within ten (10) working days of the cause of the grievance. The department head shall give his reply in writing within two (2) working days after the grievance has been received by him.

Step No 2

Failing settlement the grievance will be submitted within two (2) working days after receipt of the supervisor's written reply to the Plant Manager, or a person nominated by the Company management, who will convene a meeting of the Union and Company representative within three (3) working days, from the date of the submission of the grievance (or at other mutually agreed upon time) to discuss the grievance. An International Representative of the Union may be present at this stage. The Plant Manager, or a person nominated by the Company management will render the Company's decision in writing with reasons being given within five (5) working days from the date of the meeting.

- 8.03 A claim by an employee with seniority that he has been discharged or suspended without reasonable cause shall be treated as a grievance if a written statement to that effect is lodged with the Company within three (3) working days after the employee ceases to work. The preliminary steps of the grievance procedure will be eliminated in such cases and the procession of the grievance will commence with Step No 2. A discharged employee will be allowed a brief interview with a steward before he is required to leave the Company's premises.
- 8.04 The Company agrees to advise the President or in his absence the Vice-president when employees are disciplined, discharged, suspended, transferred, recalled, laid off, reclassified or promoted to another job. Such information will be given to the President, or in his absence the vice-president, in writing at the time the employee is informed or immediately afterwards.

Article 9

ARBITRATION

- 9.01 Failing settlement of a grievance under the procedure set forth in Article 8, the grievance may be submitted to arbitration provided written notification to that effect is given within twenty-five (25) working days after receipt of the decision of the Plant manager, or person nominated by the Company Management. A Board of arbitration shall be established as provided

under Section 48 of the Ontario Labour Relations Act (1995). The parties recognize the arbitration provision under Section 49 of the Ontario Labour Relations Act (1995) and that either party may pursue the requirements of that legislation and comply with its provisions as set out therein.

- 9.02 The arbitration board shall have no power to alter or amend any of the provisions of this agreement, or to substitute any new provisions for existing provisions, or to give any decision inconsistent with the provisions of this agreement.
- 9.03 An arbitration board established to deal with a discharge grievance, may resolve the issue by confirming the Company's action, or by reinstating the employee with full or partial compensation for time lost, or by any other arrangement which it deems to be just and equitable in the circumstances.
- 9.04 No person may be nominated to a board of arbitration who has, directly or indirectly, attempted to negotiate or settle the grievance in dispute.
- 9.05 The fee and expenses of the chairman of the arbitration board shall be shared equally by the parties.

Article 10
SENIORITY

10.01 (a) An employee will be considered probationary and will not acquire seniority until he has worked for the Company for a total of sixty (60) scheduled days and must work the complete daily schedule which must be aggregated within a six (6) month period. The employee's seniority date will be the date of hire.

(b) A Company paid medical will be taken before Company seniority is attained.

(c) Employees, who are hired as students and identified as students shall not acquire seniority. At the discretion of management, such employees may become full-time employees if openings occur and will gain seniority from the last continuous starting date. He shall be credited with such seniority after completing a sixty (60) working day probationary period as explained in this article.

(d) A full time employee's pay rate in Group 1 (Conversion and Foamline) shall move from "entry level" to the maximum job rate of the Job Class that he is assigned to after he has worked for the Company for a total of sixty (60) scheduled work days.

A full time employee's pay rate in Group 2 (Skilled Maintenance) shall move from "entry level" to the

maximum job rate of the Skilled Trade Position that he is assigned to after he has worked for the Company for a total of six (6) months. The pay rate for an apprentice is outlined in Schedule "A" of this Collective Agreement.

A student employee's pay rate shall remain at the "entry level" for the duration that he is identified as a student.

10.02 Seniority will be based on service with the Company and will apply on a plant-wide basis except in relation to lay offs and recalls when it will apply on a group basis.

10.03 For the purpose of applying seniority, there will be two (2) groups:

GROUP 1 - CONVERSION and FOAMLINe
which will be divided into eleven (11) classes as follows:

CLASS 1	CLASS 7
CLASS 2	CLASS 8
CLASS 3	CLASS F3
CLASS 4	CLASS F4
CLASS 5	CLASS F5
CLASS 6	

GROUP 2 - SKILLED MAINTENANCE

10.04 In the event that an employee is permanently transferred from Group 1 to Group 2 or vice versa, his seniority as far as its group application is concerned, will cease to apply within his former group and will apply immediately in the group to which he has been transferred.

10.05

Lay offs

(a) Lay offs and recalls shall be by group. Lay offs shall be made in reverse order of seniority within the group and class affected. The following procedures will be followed:

(1) Probationary employees will be laid off first.

(2) (i) The Employer shall identify the job in which a lay off is to occur.

(ii) The junior person (by plant seniority) in the job identified in (i) above, shall receive a notice of lay off.

(iii) If an employee who receives a notice of lay off has more plant seniority than another employee and if qualified to perform the majority of the duties of the other employee, he may displace that employee.

Such employee may displace:

- the junior employee in their department; or
- the junior employee in a higher class if he has previously held such job, or he accumulated the required job skills and qualifications for the majority

of the duties of the junior employee's position while performing another position(s), or he has ten (10) years or more seniority with the Company; or
- the junior employee in the same class or lower classes.

To determine whether such employee is qualified to perform the majority of the duties, the employee will be allowed a five **(5)** working day orientation period to demonstrate that they are qualified and able to perform the job within acceptable standards as determined by the Company.

If an employee exercises seniority rights in the above manner and is not capable of performing the job, such employee will be laid off.

(iv) Employees who are displaced under (iii) above shall be given a notice of lay off and the provisions of (iii) above shall apply to such employees.

(3) An employee who wishes to exercise his rights in the above manner must inform the Company of his intent to "bump" and the position that he intends to "bump" into within three **(3)** working days of receiving his lay off notice.

(4) For a lay off of not more than thirteen **(13)** weeks, no displacement of employees between the Evans Avenue (Main Plant) and the Flame Lamination

department locations shall be permitted, except for employees who have more than three (3) years service, as well as the necessary qualifications as outlined in 10.05 (a) (2). Should employees laid off not be recalled within thirteen (13) weeks, they shall then exercise their seniority and displace the junior employees as per Article 10.05 (a) (2).

(5) A lay off list will be posted on the bulletin board as well as a seniority list to allow employees to exercise their bumping rights within the terms of Article of 10.05.

Recalls

- (b) When the Company is recalling employees and no answer is received, a Union officer or designated employee will be notified to be present when the next call is made. Laid off employees shall be recalled before new employees are hired provided they have the necessary skill and ability to perform the work available.

- (c) Subject to the provisions of this agreement at such time or times as the Company recalls the working force so laid off, the same procedure as described above shall be followed with respect to a lay off except that the employees shall be recalled in reverse order of lay off, subject to the capability of the employee to do the particular job, and the employees shall return to their classification of work within the group in accordance with their seniority, During

periods of lay off before the Company hires new employees, they will first offer any vacancy to seniority employees who are laid off and have the ability to perform the work. If all employees on lay off refuse such vacancy, the Company may hire new employees. Employees on lay off shall have the right to refuse recall on jobs other than in the classification within the department in which their seniority applies. In the case of recall, laid off or displaced employees may be assigned available work immediately but must be returned to their previous job at the first shift change.

- (d) The Union will be notified of persons to be laid off or to be recalled.
- (e) The Company shall notify an employee no later than the midpoint of the shift three (3) working days prior to the day no work is available, except the midnight shift employees, who would be advised at the start of the shift prior to the day before the day no work is available.

Postings

- 10.06 (a) Promotional opportunities of a permanent nature (that is of anticipated duration of more than thirty (30) calendar days) will be posted for three (3) working days on the plant's bulletin boards. A copy of the job posting will be given to the Union within one (1) working day from the date of posting.

Absences due to vacation or a leave of absence for less than three (3) months shall not create vacancies for the purpose of administering this section.

(b) Application, which shall be in writing, must be made within three (3) working days. Applications will be considered primarily on the basis of skill, ability and qualifications, and as among two or more applicants who are relatively equal in that respect, seniority will govern.

(c) The successful applicant will be personally notified prior to plant wide posting within three (3) working days after the expiry date of the job posting. Such employee will be placed on the job no later than five (5) working days from the date of such posting and/or paid the rate of the job, unless the job is not available due to circumstances outside management's control and explained to the union. In addition, the Union President will **be** notified of the successful and all unsuccessful applicants.

(d) The successful applicant will be given a probationary period of:

- (1) thirty (30) working days if the job is with Group 1. This probationary period may be extended by mutual agreement of the parties in cases where an additional short period of time would be advantageous to the employee and the Company.

- (2) six (6) months if the job is within Group 2.

(e) A successful applicant may not apply for any further promotional opportunity for a period of six (6) months.

(f) In the event that an employee, transferred as the result of the provisions of this section, becomes in the opinion of the Company, unsuccessful in his new position during the probationary period, he shall be returned to his former position and have bidding rights restored.

If an employee wishes to return to his former position during the probationary period, he will be allowed to do so with proper notification to the supervisor. The said employee may not apply for any further promotional opportunity for a period of three (3) months from the start date of his successful application.

If an employee wishes to return to his former position after completing his probationary period, he will not be allowed to do so unless proper medical documentation dictates he leave the job. The said employee will have bidding rights restored.

(g) If no employee who has attained seniority applies for a posted job, a probationary employee shall be allowed to post before a new employee is hired to fill a vacancy. In this event, (b), (c), (d), (e) and (f) above shall apply.

10.07 A person in the employ of the Company outside the

bargaining unit who has previously been in the employ of the bargaining unit, shall if he is transferred back to a position within the bargaining unit, be credited with the seniority he had at the time of his transfer outside the bargaining unit plus the amount of time he spent outside of the bargaining unit to a maximum of two (2) years.

After March 25, 1997, an employee who accepts a position with the Company, outside of the bargaining unit will retain all their accumulated seniority for a maximum period of one (1) year. If such an employee does not return to the bargaining unit within one (1) year, they shall lose all their seniority and can only return to the bargaining unit as a new employee.

- 10.08 A seniority list will be compiled by the Company and posted on the bulletin boards. Revised lists will be posted every six months. The Union will be supplied with two (2) copies of the seniority lists every four (4) months.
- 10.09 An employee shall lose his seniority for the following reasons:
- (a) voluntarily quits
 - (b) a discharge not reversed through the grievance procedure.
 - (c) if, after being notified by the Company to return

to work, he fails to notify the Company within two (2) working days, after such notification is given, that he intends to return to work. Such notification will be done by phone call witnessed by an official designated by the Union. The phone call will be followed up with a registered letter, In the case of the phone call not being completed the registered letter will serve as notification.

(d) if he fails to return to work within five (5) working days after the Company has notified him to do so, unless he furnishes reasons for his failure which are satisfactory to the Company.

(e) if he absence himself without leave or overstays an authorized leave of absence unless he provides a reason for such absence which is satisfactory to the Company.

(f) if he has not been actively employed by the Company by reason of lay off for a period of twenty-four (24) consecutive months.

10.10 An employee absent due to illness or non-compensable injury will retain his seniority for a period equal to his seniority at the start of the absence or for one (1) year, whichever is greater, and at the completion of his absence due to non-compensable illness or injury, shall return to the job class which he held, provided he is capable of performing the work required to be done. An employee absent due to a

compensable injury will be re-employed in accordance to the Workplace Safety and Insurance Act, and will retain his seniority until such time as he is re-employed.

- 10.11 Subject to the provisions of Section 10.09 (f) and Section 10.10, seniority will continue to accumulate during lay off and during absence due to illness, injury and authorized leave of absence.
- 10.12 While an employee is absent for any reason (except for legitimate compensable injury, approved leave of absence, Union business, or bereavement leave) his disciplinary status will be "put-on-hold" until his return to work, at which time it will resume where it was left off,

Article 11
LEAVE OF ABSENCE

- 11.01 The Company may grant an employee leave of absence without pay for legitimate personal reasons. Such leave if granted will be confirmed to the employee concerned in writing.
- 11.02 The Company may also grant leave of absence for attendance at Union conventions or conferences. Such leave shall not be unreasonably refused but shall in no circumstances extend to more than five (5) employees at any one time and shall not exceed

eighty (80) man days in aggregate in any one year. Such leave if granted shall be confirmed to the employee concerned in writing.

- 11.03 The Company will grant an employee up to three (3) days bereavement leave from his scheduled work days with pay in the event of the death of the employee's spouse, father, mother, child and also child or children who live in a parent child relationship, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law and daughter-in-law. The granting of such leave will be conditional on the employee attending the funeral or being responsible for the funeral arrangements. If an employee does not attend the funeral, the Company will award one (1) day bereavement leave pay which shall be taken within five (5) working days.
- 11.04 The Company will pay an employee the difference between a regular day's pay and any court witness or jury pay received for any day on which he is unable to perform his regular work because of jury service or acting as a witness in court. Any vouchers relating to his jury duty or jury pay will be produced by the employee at the request of the Company.
- 11.05 The Company will grant a leave of absence for maternity and/or parental leave in accordance with the Employment Standards Act.
- 11.06 An employee who is injured during working hours as

a result of occupational injury and who is unable to continue to work as a result of such injury shall be paid for the balance of the regular shift at his straight time hourly rate for such unworked hours, up to a maximum of eight (8) hours.

Article 12
BULLETIN BOARD

- 12.01 The Company will provide bulletin boards at appropriate locations in the plants for the use of the Union. Matters posted shall be restricted for:
- (a) notices of Union meetings
 - (b) notices of Union elections or appointments
 - (c) notices of results of Union election
 - (d) notices of Union recreational and social activities
- 12.02 There shall be no other general distribution or posting by the Union or the employees of pamphlets, advertising or political matter, propaganda notices, or literature of any kind on the Company's property other than as hereinbefore provided.

Article 13
WAGES

- 13.01 Effective March 26, 2003, there will be a 3.0% increase on the rates of pay as per Schedule "A" annexed.
- 13.02 Effective March 26, 2004, there will be a 3.0%

increase on the rates of pay as per Schedule "A" annexed.

- 13.03 Effective March 26, 2005, there will be a 3.0% increase on the rates of pay as per Schedule "A" annexed.

Article 14

HOURS WORKED AND OVERTIME

- 14.01 Nothing in this article is to be construed as a guarantee of any specific number of hours of work per day or per week.
- 14.02 (a) For employees working on the three-shift operation the regular hours of work will be forty (40) hours per week, eight (8) hours per day, to include a twenty (20) minute paid lunch period, Monday to Friday, inclusive.
The Midnight shift will start on Sunday night.

For employees on the one or two shift operation, the regular hours of work will be forty (40) hours per week, eight (8) hours per day with a thirty (30) minute unpaid lunch period, Monday to Friday inclusive.

Employees in the positions of Track Slitter Operator and Backup Track Slitter Operator, the regular work week will be forty (40) hours per week, eight (8)

hours per day with a thirty (30) minute unpaid lunch period, Monday to Friday inclusive.

(b) The day shift will not start prior to 7:00 a.m. and not later than 8:00 a.m. For shippers and truck drivers only, the starting time shall be between 6:00 a.m. and 8:00 a.m. Shift start times outside of this time period may only be changed by mutual consent of the parties.

(c) It is agreed that if a continuous seven (7) day operation of the Slitter is necessary due to customer requirements, a "two (2) day work week" will be implemented. The terms of the "two (2) day work week" is specified in Appendix "C" of this Agreement.

14.03 There will be two (2) paid ten (10) minute rest periods per day, one in each half shift.

14.04 All work performed in excess of eight (8) hours within any period of twenty-four (24) consecutive hours will be paid at the rate of time and one-half.

All work performed in excess of twelve (12) hours within any period of twenty-four (24) consecutive hours will be paid at the rate of double time.

14.05 All work performed on Saturday will be paid at the rate of time and one-half. All work performed on Sunday will be paid at the rate of double time.

14.06

(a) Overtime will be distributed as equitably as possible among those normally performing the work unless the employee is on the shift only for the reason of accommodation. If this is the reason, such an employee shall receive their share of equitably distributed overtime for the job.

(1) The employee assigned to the job and shift scheduled will be asked to work.

(2) If such employee is unable to work the overtime, the off-shift employees assigned to the same job will be asked in seniority order.

(3) If such employee(s) are unable to work the overtime, an employee qualified to perform the job will be asked to work, if such employee has signed a "Monthly Overtime Intent List" which shall be posted by management and explained below.

Employees will be able to add or delete their name from the intent list at any time during the month.

(4) The "Intent List" will be posted by Management. This list is posted for employees to indicate by signature their availability to work overtime outside their own classification. These employees will be chosen for overtime assignments, if qualified, by seniority for open (unfilled) jobs. Management will

distribute these overtime opportunities as equitably as possible. This list will be posted on the first Monday of each month. The overtime requirements will be posted by Wednesday at 3:00 p.m.

(5) An employee whose job is scheduled cannot refuse such job and still be eligible for other jobs.

- (b) Notice of scheduled weekend work for the Maintenance department will be posted in conjunction with the Notice for Production weekend requirements.
 - (c) Notice of twenty-hour (24) hours will be given for scheduled out of town runs for truck drivers excepting in the course of business an emergency arises.
 - (d) Management will develop lists of interested employees by seniority for those jobs that qualification are met at minimum levels. Those jobs will be agreed upon between management and the Union.
- 14.07 Overtime rates shall not be paid in respect of any time worked by the employees substituting for one another at their own request, or in respect of any change in an employee's regular working hours made at his own request.
- 14.08 If an employee has completed his regular day's work and has left the Company's plants and premises and is

thereafter recalled to perform emergency work he will be guaranteed a minimum of two hours pay at the rate of time and one-half plus \$20 (travel allowance), except on Sundays when he will be guaranteed a minimum of two hours pay at the rate of double time plus \$20 (travel allowance).

An employee called in to perform regular overtime, or to replace an employee who was scheduled to perform regular overtime and did not show up, will not be entitled to the \$20 travel allowance.

- 14.09 An employee who has worked overtime shall not be required to take time off to offset such overtime.
- 14.10 An employee required to work overtime will be guaranteed one (1) hours pay.
- 14.11 If the overtime work immediately following a regular shift equals or exceeds two (2) hours the employee will be entitled to one ten (10) minute paid break period.
- 14.12 If the overtime work immediately following a regular shift equals or exceeds three (3) hours the employee will be entitled to paid break periods totalling twenty (20) minutes, which will be taken immediately following the completion of his regular shift.
- 14.13 An employee required to work overtime on a Saturday, Sunday or plant holiday will receive break

periods in accordance with Section 14.03.

- 14.14 An employee reporting for work at his regular time, without having been notified by the Company not to report, shall be given at least four (4) hours work or, if no work is available for him, four (4) hours pay at his regular rate. This provision, however, shall not apply if the lack of work is due to an act of God, fire, flood, explosion, or some such other reason beyond the Company's control.

Article 15
PLANT HOLIDAYS

- 15.01 An employee will be entitled, without rendering service, to receive a regular day's pay in respect of each of the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Eve
Canada Day	Christmas Day
Civic Holiday	Boxing Day
New Year's Eve	

In the event that any of the above days fall on a Saturday or Sunday the holiday for the purposes of this agreement, will be deemed to be either the preceding Friday or the following Monday. The Company will recognize an additional statutory holiday with pay if, and after, the Canadian Federal Government grants same.

- 15.02 An employee who is required to work on a holiday for which he is entitled to holiday pay under Section 15.01 will be paid at the rate of time and one-half for the time worked over and above his holiday pay.
- 15.03 In order to qualify for holiday pay for any of the full days listed in Section 15.01 an employee must have worked not less than seven-eighths (7/8ths) of a full shift on the last working day preceding and not less than seven-eighths (7/8th) of a full shift on the next working day following the holiday. The qualifying conditions stipulated in this section will not apply if the absence on any of the days is an authorized leave of absence or is a result of illness or injury evidenced by an acceptable doctor's certificate, other justifiable reasons acceptable to management or a lay off that commenced not earlier than the third working day preceding the holiday. The "Third Working Day" qualification referred to in the previous sentence will be extended to ten (10) working days in case of Christmas Eve, providing that the employee has completed his probationary period at the commencement of his absence and provided further that the employee returns to work following his absence.

Article 16
VACATIONS

- 16.01 A vacation year shall run from June 1st to May 31st. A vacation due in any year cannot be carried over to the following year. Every employee with more than one (1) year of continuous service must take a minimum of two (2) weeks vacation within the vacation year.
- 16.02 An employee with less than one (1) year's service as at May 31st in any year will receive a vacation based on the formula of two (2) weeks' vacation for one (1) year of continuous service but prorated to his actual continuous service as at May 31st and calculated to the nearest half day with vacation pay equal to four percent (4%) of his gross earnings to that date.
- 16.03 An employee with one (1) year but less than five (5) years of continuous service as at May 31st in any year will be entitled to a vacation of two (2) weeks with pay equal to four percent (4%) of his gross annual earnings to that date.
- 16.04 An employee with five (5) years or more of continuous service as at May 31st in any year will be entitled to a vacation of three (3) weeks with pay equal to six percent (6%) of his gross annual earnings for the year to that date.
- 16.05 An employee with ten (10) years or more of continuous service as May 31st in any year will be

entitled to a vacation of four (4) week's with pay equal to eight percent (8%) of his gross annual earnings for the year to that date.

- 16.06 An employee with twenty (20) years or more of continuous service as at May 31st in any year will be entitled to a vacation of five (**5**) weeks with pay equal to ten percent (10%) of his gross earnings for the year to that date.
- 16.07 (a) An employee who reaches his fifth, tenth, or 20th year of continuous service subsequent to May 31st in any year shall be entitled to an additional week with pay equal to 2% of his gross annual earnings for the year ending May 31st.
- (b) An employee with thirty-five (35) years or more of continuous service as at May 31st in any year will be entitled to a vacation of **six** (6) weeks with pay equal to 12 percent (12%) of his gross earnings for the year to that date.
- 16.08 For the purpose of calculating the annual vacation entitlement the prior year vacation pay will be added to the regular earnings.
- 16.09 An employee whose employment with the Company is severed shall receive in lieu of vacation pay, an amount equal to four percent (4%) or six percent (6%) or eight percent (8%), 10 percent (10%) or 12 percent (12%) (depending on his length of service as at the preceding May 31st) of his gross annual

earnings during the period for which he had not previously received vacation pay,

- 16.10 An employee will receive his vacation pay prior to proceeding on vacation.
- 16.11 If an employee is absent due to sickness or injury for a continuous period of not less than four (4) weeks in any vacation year, his total time off due to sickness or injury will be counted as time worked for the purpose of calculating vacation pay. To be eligible for vacation pay, an employee must return to work for thirty (30) days in the current vacation year.
- 16.12 In the event of a shutdown of the plants for vacation purposes, all employees, unless otherwise notified must take their vacation during this period. Notice of shutdown will be given not later than May 31st of the vacation year and after June 30th vacations will not be adjusted.

Article 17 **SHIFT PREMIUM**

- 17.01 Effective March 26, 2003, an employee who is scheduled to work on the afternoon shift, will be paid an afternoon shift premium of sixty (60) cents per hour.

An employee who is scheduled to work on the night

shift will be paid a night shift premium of seventy (70) cents per hour.

Shift premium for overtime hours shall not be paid to employees on scheduled day shift unless they work three (3) or more hours of overtime.

- 17.02 The off-shift premium referred to in 17.01 will not be used in the computation of overtime rates.

Article 18
WELFARE

- 18.01 The benefits referred to in this Article are detailed in and are subject to, the provisions of the Group Master Policy.

- 18.02 The Company's Group Insurance Plan will include the following benefits as outlined:

(a) Life and A.D. & D. Insurance

Effective March 26, 2003, All employees: \$32,500

Effective March 26, 2004, All employees: \$33,000

Effective March 26, 2005, All employees: \$33,500

(b) Weekly Sickness and Accident Indemnity

Effective March 26, 2003 \$382.00 per week

Effective March 26, 2004 \$397.00 per week

Effective March 26, 2005 \$412.00 per week

Indemnity payable first (1st) day of accident or first

(1st) day of sickness in hospital and otherwise fourth (4th) day of sickness.

Weekly Indemnity benefits will be payable for a maximum of twenty-six (26) weeks in any fifty-two (52) week period for any one sickness or accident.

(c) Major Medical Benefits

(1) Prescriptions: Generic drugs only will be covered unless the treating physician specifies "No Substitution".

If "brand name" drugs are purchased when a "generic" drug is available and the prescription was not marked "no substitution", reimbursement will be restricted to 80% of the cost of the "brand name" drug.

Only drugs, sera and injectables available only by prescription when prescribed by a physician or dentist, and dispensed by a pharmacist, physician or dentist, will be eligible for reimbursement.

Fertility Drugs will be covered at 50% for six (6) cycles with a maximum of \$4000.00. Once in a lifetime.

The Company will provide a drug card with a \$12.00 dispensing fee cap and a \$1.50 per prescription deductible.

Orthotics will be covered at one (1) pair per calendar year to a maximum of \$300.00.

(2) Vision Care: Effective March 26, 2003, a maximum of \$210.00 in any 24 month period towards the purchase of prescription eye-glasses for each family member requiring prescription glasses.

Effective March 26, 2004, a maximum of \$220.00 in any 24 month period towards the purchase of prescription eye-glasses for each family member requiring prescription glasses.

Effective March 26, 2005, a maximum of \$230.00 in any 24 month period towards the purchase of prescription eye-glasses for each family member requiring prescription glasses.

(d) Lone: Term Disability

For claims after March 26, 2003, the claim will be paid at sixty-five percent (65%) of the base monthly earnings in effect immediately prior to the date of disability subject to maximum benefit of \$5,000 per month. This benefit commences after twenty-six (26) weeks of weekly indemnity and is payable while the employee is totally disabled, but not past age sixty-five (65).

For claims between March 26, 2000 and March 25, 2003 (inclusive), the claim will be paid at sixty-four

percent (64%) of the employee's base monthly earnings. For claims between March 26, 1997 and March 25, 2000 (inclusive), the claim will be paid at sixty-two percent (62%) of the employee's base monthly earnings. Claims prior to March 26, 1997 will be paid at sixty percent (60%) of the employee's base monthly earnings.

(e) Dental Plan Benefits

- 1) Effective March 26, 1997:
Deductible: \$25.00 Single, \$50.00 Family

The coverage **is** for the employees and their families to a maximum of \$1,325 per annum for the employee and each member of his family from March 26, 2003 until March 25, 2005. Effective March 26, 2005, the maximum will be \$1450 per annum. The dental plan expenses will be reimbursed based on the current fee schedule of the Ontario Dental Association in each year of the Agreement.

Dental expenses for periodic maintenance (cleaning, scaling, x-rays, etc.) will be reimbursed once every nine (9) months.

- 2) The Dental benefit will be effective on the one year anniversary date of the employee's seniority with the Company.
- 3) Any maintenance and repair work required on dentures can be claimed on an annual basis up to the

maximum as outlined in 1). If the dentures cannot be repaired, they will be replaced and can be claimed up to the maximum as outlined in 1).

- 4) Allowance of 16 units of scaling/root planning per year.
- 18.03 Major Medical and Dental expenses, as outlined elsewhere in this Article and the Group Master Policy, continue to be eligible for reimbursement at 100%.
- 18.04 A laid off employee will continue to be covered under the foregoing Group Policy (but excluding the weekly indemnity provisions) until the end of the month following the month of lay off at no cost to the employee. If the lay off extends beyond the above stated period, the employee may opt to continue such coverage for so long as he retains seniority, at his own expense.
- 18.05 Benefits for laid off employees shall be reinstated effective the first day of their return to work.

ARTICLE 19
PENSION PLAN

- 19.01 (a) Effective March 26, 2003, a pension benefit of \$19.00 per month for each full year of future accredited service between March 26, 2003 and March 25, 2004.

Effective March 26, 2004, a pension benefit of \$20.00 per month for each full year of future accredited service between March 26, 2004 and March 25, 2005.

Effective March 26, 2005, a pension benefit of \$21.00 per month for each full year of future accredited service between March 26, 2005 and March 25, 2006.

A pension benefit of \$18.00 per month for each full year of service between March 26, 2001 and March 25, 2003.

A pension benefit of \$17.00 per month for each full year of service between March 26, 1994 and March 25, 2001.

A pension benefit of \$13.00 per month will be paid for each full year of service between March 26, 1983 and March 25, 1994.

For employees with seniority dates prior to March 26, 1983, the Company will provide an employee pension benefit improvement at \$5.75 per month per year of service retroactive for all continuous service

prior to March 26, 1983, such that their credited service will be equal to their seniority.

For all employees in excess of twenty (20) years of continuous service, the Company will provide a supplement of \$5.00 per month per year of service to the pension benefit for each year of accredited service after March 26, 1983.

(b) The normal retirement age for all employees will be 65 years.

(c) In the event of termination of employment, or disability, an employee with at least two years of accredited service will be eligible for a deferred pension benefit.

(d) Costs for this Pension Plan are paid for entirely by the Company.

(e) Employees on Workers' Compensation or Long Term Disability will continue to accumulate credited service.

(f) There will be an option for employees with at least ten years accredited service to elect an actuarial reduced pension benefit paid at age 60 or age 55 with 30 years accredited service.

(g) The Company will recognize pension indexing if and when indexing is mandated under the Ontario Pension Benefits Act (1987).

Article 20
HEALTH AND SAFETY

20.01 The Company will establish a Joint Health & Safety Committee with representation from both Management and the Bargaining Unit as required by the Occupational Health and Safety Act and made a part of this agreement as APPENDIX "B".

20.02 The Company agrees, upon presentation of a receipt, to pay for the cost of CSA approved safety footwear up to a maximum of \$85.00 per year.

This subsidy will be issued once within a one (1) year period, to those employees whose jobs are deemed to require foot protection (see Appendix "A", agreement number **12**). If the shoes/boots are damaged or worn out on the job in a period of less than one (1) year the Company at its discretion may replace the footwear.

20.03 The Company agrees, upon presentation of a receipt, to pay for the cost of prescription safety glasses up to a maximum of \$200 in any 24 consecutive months.

Article 21
DURATION

21.01 This agreement will remain in force until the 25th day of March 2006 and it shall continue in force from year to year thereafter, unless either party gives notice in writing to the other, not more than ninety

(90) days nor less than sixty (60) days prior to the 25th day of March 2006 or the anniversary date of any subsequent yearly extension that it desires to terminate or amend the agreement.

SCHEDULE "A"

Job Classifications and Wage Rates

There are eleven (11) job classes (8 conversion and 3 foamline) plus a skilled maintenance class that also includes the apprenticeship program. These job classes are listed with appropriate wage rates, elsewhere in this appendix. The Company agrees to discuss with the Union job classifications prior to the establishment of new jobs.

Progression

At hiring, an employee will be paid at the "Entry Level" rate indicated elsewhere in this appendix, until the completion of the sixty (60) work day probation for employees in Group 1 (Conversion and Foamline).

The probation period for new employees in Group 2 (Skilled Maintenance) will be as follows:

(a) An employee hired as a Millwright/Machinist, will have completed his probationary period after he has finished the Millwright Apprenticeship Program and/or six (6) months.

At hiring, a Millwright/Machinist will be paid \$1.00 less than the hourly rate for this position. Following three (3) months, the hourly rate will increase by \$0.50 cents. After six (6) months, the rate will increase to the maximum job rate for this position.

The rate of pay for an apprentice will be as follows:

(i) 60% of Millwright/Machinist hourly rate for first

- (ii) 2000 hours;
70% of Millwright/Machinist hourly rate for next 2000 hours;
- (iii) 80% of Millwright/Machinist hourly rate for next 2000 hours;
- (iv) 90% of Millwright/Machinist hourly rate for next 2000 hours;
- (v) 100% of Millwright/Machinist hourly rate when certified.

(b) An employee hired as a Plant Electrician, will have completed his probationary period after he has worked six (6) months.

At hiring, the Plant Electrician will be paid \$1.00 less than the hourly rate for this position. Following three (3) months, the hourly rate will increase by \$0.50 cents. After six (6) months, the rate will increase to the maximum job rate for this position.

Job Class Changes

If an employee changes job classes through a promotion, transfer, demotion or by exercising seniority bumping rights, the employee will be paid at the job rate of the new job class.

For job changes to a higher job class, the rate of pay will be increased to the maximum job rate of the new job class effective on the date of change.

If the employee is permanently transferred, laid off or demoted to a lower job class, the rate of pay will be decreased to the maximum job rate of the new class, and will be implemented

in accordance with the date of the change.

SKILLED MAINTENANCE CLASS

MAINTENANCE CLASS 2

- Junior Mechanic Category
- Able to troubleshoot, diagnose and repair all basic items

The Class M2 will exist until the current employee holding this position loses his seniority as outlined in Article 10.09 of this Collective Agreement.

MILLWRIGHT/MACHINIST

- an employee in this position must meet the requirements of Bill 55 as outlined in Regulation 734 pertaining to General Machinist and/or Regulation 1063 pertaining to Industrial Mechanic (Millwright) or the most recent regulations under the Act. Copies of the regulations are available through the Human Resources Department.

PLANT ELECTRICIAN

- an employee in this position must meet the requirements of Bill 55 as outlined in Regulation 1062 pertaining to Industrial Electricians or the most recent regulations under the Act. Copies of the regulations are available through the Human Resources Department.

Posting

The Millwright/Machinist and Plant Electrician Positions will be posted in accordance to Article 10.06.

The Millwright Apprentice Position will be posted in accordance to Article 10.06.

This opportunity will not follow the normal bidding procedure. It is the responsibility of the employee to inform management if outside factors, such as schooling or on-the-job training at any work location other than the company, has been completed in an appropriate craft. Such additional schooling or training will be considered by management regarding this type of advancement.

Millwright Apprenticeship Program

The Millwright Apprenticeship Program is in accordance with Bill 55 and Regulation 1063 pertaining to Industrial Mechanic (Millwright) or the most recent regulation as issued under the Act. Copies of the regulations are available through the Human Resources Department.

All applicants applying for this program must pass a mechanical aptitude test given by the Company and satisfy the academic entrance requirements before they will be able to participate in the Apprenticeship Program. An internal applicant will be allowed to write the mechanical aptitude test once every six (6) months and only if there is an opening for an Apprentice. External applicants will be allowed to write the test only once.

Training

Where the Company sends a Plant Electrician to a high end technical training, such as Allan Bradley Courses, the employee will agree to remain with the Company for two (2) years following completion of this course. If the employee leaves prior to the two (2) years, he will be required to refund the Company cost of the course based on the following schedule:

1 - 12 months following completion of the course: 75% of the cost of the course

13 - 18 months following completion of the course: 50% of the cost of the course

If the employee is terminated by the Company, the above provision does not apply.

Tool Allowance

After one (1) year of service in the Maintenance Department, each classified maintenance employee will receive up to \$225.00 tool allowance for each year of the contract. This allowance will be issued and administered by the Maintenance Superintendent on a tool by tool basis as required by the job and substantiated by a receipt.

SCHEDULE "A"

Group 1 - CONVERSION

	Effective <u>Mar. 26, 2003</u>	Effective <u>Mar. 26, 2004</u>	Effective <u>Mar. 26, 2005</u>
--	-----------------------------------	-----------------------------------	-----------------------------------

Job Class No. 1

Entry Level	13.03	13.42	13.82
-------------	-------	-------	-------

These rates will remain in effect until the employee is placed in a job class. However, in no circumstances will these rates change until the employee has passed 60 working days of his probationary period.

<u>Job Class No. 2</u>	14.45	14.88	15.33
------------------------	-------	-------	-------

Furniture Hand Fab
Automotive Hand Fab
Packer
Press Picker
Material Handler
Janitor

*Mattress Gluing: \$.20 per hour in addition to the published rate.

<u>Job Class No. 3</u>	14.91	15.36	15.82
------------------------	-------	-------	-------

Vertical Saw other
Laminator Crew
Side Trim Operator
Cut-Off Operator

Wind-Up Operator
 Sealer Operator
 Frank Edge Helper
 Baler Operator
 Black Brothers Helper
 Hot Melt Sealer
 Hot Melt Windup
 Quality Control Inspector
 Flame Lamination **
 **Quality Control Inspector: \$.20 per hour in addition to the published rate

<u>Job Class No. 4</u>	15.31	15.77	16.24
------------------------	--------------	--------------	--------------

Vertical Saw Operator
 Press Operator
 Carousel Operator
 Peeler Operator
 Profiler Operator
 Fecken Kirfel Operator
 Locator
 Head Packer
 Frank Edge - Cut Off Operator
 Assistant Receiver
 Fork Lift Operator
 Furniture Material Handler
 BackupTrack Slitter Operator***
 Backup Atomotive Set-up Person
 Lab Helper
 Sample Coordinator

Mattress Mat Handler****

***Backup Track Slitter Operator: **\$0.65** per hour in addition to the published rate.

**** Mattress Mat Handler: **\$0.20** per hour in addition to the published rate.

<u>Job Class No. 5</u>	16.07	16.55	17.05
------------------------	--------------	--------------	--------------

Track Slitter Operator'

Femco **4A6** Operator/Frank Edge Operator*

Quality Control Coordinator

Flame Lamination Head Shipper

Maintenance Clerk

Flame Laminator Backup

Hot Melt Operator

Backup Adhesive Laminator

Shipper/Receiver

Tunnel/Crane Operator

'Track Slitter Operator: **\$0.65** per hour in addition to the published rate.

² All employees currently in these positions as of the signing of this Agreement will continue to use their current job titles until they bid for a new job posting or lose their seniority as outlined in Article 10.09. Future job postings will reflect the new job title.

<u>Job Class No. 6</u>	16.43	16.92	17.43
------------------------	--------------	--------------	--------------

Laminator Operator Automotive

Automotive Set-up Person

<u>Job Class No. 7</u>	16.86	17.37	17.89
------------------------	-------	-------	-------

**Freight Co-ordinator - Del Trucks
Flame Laminator Operator**

<u>Job Class No. 8</u>	18.11	18.65	19.21
------------------------	-------	-------	-------

Freight Co-ordinator - Tractors

SCHEDULE "A"

Group 1 - FOAMLIN

	<u>Effective Mar. 26, 2003</u>	<u>Effective Mar. 26, 2004</u>	<u>Effective Mar. 26, 2005</u>
--	------------------------------------	------------------------------------	------------------------------------

<u>Class F3</u>	16.35	16.84	17.35
-----------------	-------	-------	-------

Foamline Equipment Operator

<u>Class F4</u>	19.67	20.26	20.87
-----------------	-------	-------	-------

**Assistant Operator
Chemical Receiver**

<u>Class F5</u>	21.10	21.73	22.38
-----------------	-------	-------	-------

Main Operator

Group 2 - SKILLED MAINTENANCE

	<u>Effective Mar. 26, 2003</u>	<u>Effective Mar. 26, 2004</u>	<u>Effective Mar. 26, 2005</u>
<u>Class M2</u>	20.74	21.36	22.00
Millwright/ Machinist +	24.19	24.92	25.67
Millwright/ Machinist Trainer	24.69	25.42	26.17
Plant Electrician +	24.19	24.92	25.67
Plant Electrician /Programmer /Trainer	25.19	25.92	26.67

+Entry level \$1.00/hour less than the top rate

After 3 mos. \$0.50/hour less than the top rate

After 6mos. Top rate

APPENDIX "A"

Letters of Confirmation

Agreement Number 1

The Company agrees to distribute the weekly pay to all wage earners no later than the end of the applicable shifts:

day shift - Thursday day
afternoon shift - Thursday evening
midnight shift - Friday morning

In the event that a holiday occurs on Friday the weekly pay will be issued as early as possible.

Agreement Number 2

Supervisors will not perform any of the work normally performed by members of the bargaining unit unless an emergency situation occurs. If an emergency situation occurs, then work may be performed by the supervisor temporarily so as not to disrupt production.

Agreement Number 3

The Company will issue a separate pay for vacation pay.

Agreement Number 4

All retro-active pay in excess of \$300 will be paid by separate pay.

Agreement Number 5

The Company agrees to maintain the current pay classes for

those employees who were affected negatively on job reclassification. It is also agreed that new employees starting on these jobs will be paid the new lower rates established at the time of negotiations.

Agreement Number 6

The Company agrees to provide insulated clothing and will make protective clothing available for employees working in areas that could cause more soiling to clothing than regular duties, or if they are exposed to inclement weather. Such clothing will be maintained and retained by the Company.

Agreement Number 7

The Company will not use outside contractors to perform work that in the Company's opinion could be performed by the bargaining unit.

Agreement Number 8

The Company agrees that all new wage-earning employees will be required to complete an application for Union membership card, provided that the Union supplies said applications.

Agreement Number 9

The Company reserves the right to produce and deliver samples & prototypes as necessary as long as such work is not currently approved for production. Such deliveries are those normally made in a passenger car.

Agreement Number 10

The Company agrees to continue its practice of voiding

disciplinary procedures against an employee if such an employee has completed six (6) months without an infraction. In the case of safety violations this period will be extended to twelve (12) months.

Agreement Number 11

Job classifications that are required to wear proper foot protection:

- automotive laminator crews
- receivers
- maintenance employees
- foamline employees
- health & safety committee (while on tour)
- truck drivers
- janitor

Agreement Number 12

In recognition of concerns expressed by the Union, the Company agrees to re-evaluate specific jobs that are considered to have increased duties and responsibilities.

Agreement Number 13

It is mutually agreed that Foamex Canada Inc. truck drivers will be considered to be used for state-side trips under extreme emergency only. Even then, it will be strictly on a volunteer basis by seniority. Should all qualified drivers fail to volunteer, then an outside carrier will be used with no fault given to any Foamex Canada Inc. driver for failing to volunteer.

Agreement Number 14

The Union will be notified of any upgrading being done in the Maintenance Department before the promotion goes through.

Agreement Number 15

The Company agrees to post shift lists on the Wednesday of each week.

Agreement Number 16

The Company agrees to provide disposable overalls to the Tunnel/Crane Operators and Forklift Operators at 409 Evans Ave. upon their request.

APPENDIX "B" Health and Safety

Section 1

The purpose of this Safety and Health Article is to provide effective machinery for the elimination of all work conditions hazardous or potentially hazardous to the health and safety of the employees.

Section 2

The Company agrees to furnish each employee employment and a place of employment free ~~from~~ all recognized hazards that are causing or are likely to cause physical harm to the employee. The Company further agrees that the General Duty Clause (section 25, 26 and 27 of the Occupational Health and Safety Act and Regulations for Industrial Establishments) shall be abided.

All workers shall abide by section 28 of the Occupational Health and Safety Act and Regulations for Industrial Establishments.

Section 3

The Joint Labour/Management Safety Committee shall be appointed. The Committee shall be composed of at least three representatives of Management and of at least three representatives of the Local Union. The Union representatives shall be selected by the Local Union. Union and Company membership on the Committee shall be equal numbers. The Committee shall:

- (a) meet at least once a month on an established schedule.
- (b) make periodic tours of the plant but not less frequently than once every month, to coincide with the monthly meeting. The committee will choose one extra employee per month (by Dept.) to make the plant tour with them.
- (c) make preliminary industrial hygiene evaluations of exposure to designated substances. The Company shall provide for and maintain appropriate equipment.
- (d) make recommendations for more complete industrial hygiene surveys.
- (e) make recommendations for the correction of unsafe or harmful conditions and the elimination of unsafe

or harmful work practices. The Safety Co-ordinator shall be responsible for the implementation and enforcement of the Joint Labour/Management Safety Committee's recommendations. All such recommendations shall include a target date for abatement of hazardous condition, or

- (f) the Accident Review Board will review and analyze all reports of industrial injury or illness, investigate causes of same, and recommend rules and procedures for the prevention of accidents and diseases and for the promotion of the health and safety of the employees.
- (g) promote health and safety education.
- (h) safety Committee members will be paid applicable hourly earnings for all time spent when meeting jointly with Management and for all required inspection or investigation of safety and health problems in the plant.
- (i) minutes shall be kept of all joint Committee meetings and a written report shall be prepared for review at the next Committee meeting. Such report to be given to the Committee members at least two days prior to the scheduled meeting.
- (j) the Company will continue to allow Safety Committee members to enter the plant for the purpose of investigating safety and health conditions.

- (k) members of the Safety Committee shall be permitted to attend grievance meetings regarding safety and health problems, if requested.

Section 4

Up-to-date accident/injury reports shall be kept and maintained by the Company and reviewed during the Health & Safety Committee meeting. A copy of the accident/injury report will be given to the Co-chairs of the Health and Safety Committee prior to the next meeting.

Section 5

The Company shall maintain a current file of all materials in use in its plants, including trade name, chemical name and code. Copies of this file shall be made available upon request to members of the Joint Labour/Management Safety Committee.

- (a) The Company shall identify all toxic materials.
- (b) The Company agrees to abide by the Regulation respecting Isocyanates made under the Occupational Health and Safety Act, or any other future designated substances,

Section 6

The Union members of the Committee may seek counsel and assistance of representatives of the USWA International Union and such representatives shall be granted the right to accompany the Committee on inspections, attend meetings of the Committee, and make recommendations to the Committee and shall be permitted to make such investigations and

physical examinations as may be necessary with the approval of Management.

Section 7

The Company shall furnish competent medical services and supply adequate facilities for the proper first aid treatment of cases resulting from injury or physical impairments or afflictions obtained while in the plant. Copies of the reports of the medical findings made by the Company's medical service or reports of outside medical services used by the Company shall be furnished to the employee. The confidentiality of medical results shall be respected. The Company shall provide necessary mutually acceptable biological studies where indicated by potentially hazardous materials.

Section 8

Refusal to work OHSA

Sec 43(3)A worker may refuse to work or do particular work where he has reason to believe that:

- (a) any equipment, machine, device or thing he is to use or operate is likely to endanger himself or another worker.
- (b) the physical condition of the work place or the part thereof in which he works or is to work is likely to endanger himself, or
- (c) any equipment, machine, device or thing he is to use or operate or the physical condition of the work place or the part thereof in which he works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself or another worker.

Sec 43(4) Upon refusing to work or do particular work, the worker shall promptly report the circumstances of his refusal to his employer or supervisor who shall forthwith investigate the report in the presence of the worker and if there is such in the presence of one of,

- (a) a committee member who represents workers if any
- (b) a health and safety representative if any
- (c) a worker who because of his knowledge, experience and training is selected by a trade union that represents the worker, or if there is no trade union is selected by the workers to represent them who shall be made available and who shall attend without delay.

Sec 43(5) Until the investigation is completed, the worker shall remain in a safe place near his work station.

Sec 43(6) Where, following the investigation or any steps taken to deal with the circumstances that caused the worker to refuse to work or do particular work, the worker has reasonable grounds to believe that,

- (a) the equipment, machine, device or thing that was the cause of his refusal to work or do particular work continues to be likely to endanger himself or another worker,
- (b) the physical condition of the work place or the part thereof in which he works continues to be likely to endanger himself; or

- (c) any equipment, machine, device or thing he is to use or operate or the physical condition of the work place or the part thereof in which he works or is to work is in contravention of this Act or the regulations and such contravention continues to be likely to endanger himself or another worker, the worker may refuse to work or do particular work and the employer or the worker or a person on behalf of the employer or worker shall cause an inspector to be notified thereof.

Section 9

No employee is expected to work on any job in the plant with which he is unfamiliar with. Such employee shall receive adequate safety training from his supervisor. This training shall include information on potential hazards on any material to which the employee is exposed.

Section 10

It is recognized that protective equipment and clothing are temporary measures for relief of conditions which must be subject to further corrective measures through engineering changes or elimination of the hazard involved. The complete cost of all protective equipment shall be borne by the Company, with the exception of Protective Footwear - which is covered under Article 20.02 and prescription safety glasses - which are covered under Article 20.03 of the Agreement.

Section 11

The Union agrees to make every reasonable effort to have its members observe all safety and health rules promulgated under this Agreement. The Union and Union members shall act in an advisory capacity in the performance of duties under this section, and it shall remain the exclusive responsibility of the Company to ensure the safety and health of its employees.

Section 12

An emergency response team shall be maintained and trained and shall periodically conduct evacuation drills.

Section 13

Management agrees to abide with all aspects of the Occupational Health and Safety Act as outline in the Regulations Respecting Designated Substances.

APPENDIX "C"
Two (2) Day Work Week
(Slitter)

SCHEDULE

Two (2) crews would work two (2) days (Saturday and Sunday) at twelve (12) hours per shift. Shifts would rotate within the two (2) crews,

HOURS OF WORK

Subject to Article 14.01, the regular hours of work shall be twelve (12) hours in each of Saturday and Sunday.

REGULAR PAY

Employees working on this schedule will be paid at the rate of one and two thirds (1.67%) times the straight time hourly rate for all regularly scheduled hours worked between the hours of 11:00 p.m. on Friday evening and 11:00 p.m. on Sunday evening. For the purpose of clarity, the work week is defined as hours scheduled between 11:00 p.m. on Friday evening and 11:00 p.m. on Sunday evening.

PAY WEEK

For the purpose of computing pay, the pay week is defined as seven (7) consecutive twenty-four (24) hour periods commencing at 12:01 a.m. Monday and ending at 12:00 a.m. midnight on Sunday.

OVERTIME

Employees required to work in excess of twelve (12) consecutive hours shall be paid at the rate of two (2) times the

straight time hourly rate of pay for hours worked.

Employees required to perform work in excess of twenty-four (24) hours of their work week (Saturday and Sunday) beginning with the regular scheduled starting time or on the employee's scheduled day **off**, shall be paid at the rate of one and one-half (1.5) times their straight time hourly rate of pay for the first twenty-four (24) hours of overtime worked.

Employees required to work beyond the twenty-four (24) hours of overtime in the pay week shall be paid at the rate of two (2) times the straight time hourly rate of pay.

PLANT HOLIDAYS

Employees required to work on a holiday which occurs on a Saturday or Sunday and which forms part of the regular scheduled work week, shall be paid the regular rate of pay for working such days for all hours worked plus the holiday pay. For purpose of clarity, holiday pay is defined as eight (8) hours of pay at the employee's straight time rate.

Where a holiday occurs on the weekend shift, employees who regularly work the weekend shift will be required to work such holiday. Employees will not be entitled to a lieu day off for such holiday worked. Where a holiday occurs during the week and such holiday is not part of the regular work week for employees working the weekend shift, employees will be paid holiday pay calculated on eight (8) hours times the employees straight time rate.

ARTICLE 11

Bereavement Leave:

Subject to Article 11.03, employees will be granted a maximum of twenty-four (24) hours bereavement leave if attending the funeral, and eight (8) hours bereavement leave if the employee is not attending the funeral. For the purpose of clarity and understanding, bereavement leave will be paid at the employee's straight time hourly rate of pay.

WSIB:

An employee who is injured during working hours as a result of an occupational injury and who is unable to continue to work as a result of such injury, shall be paid for the balance of the regular shift at his regular rate of pay for such unworked hours, up to a maximum of twelve (12) hours.

OVERTIME DISTRIBUTION

Overtime shall be distributed in accordance to Article 14 of this Agreement. It is understood that hours worked on Saturday and Sunday by employees regularly scheduled to work Saturday and Sunday are considered regular hours worked and not overtime hours for purposes of entitlement to distributed hours of overtime that may be available from time to time.

WEEKLY INDEMNITY

Benefit entitlement is paid only for regular scheduled days of work that are missed due to accident/sickness provided the employee has served the necessary waiting period as outlined in Article 18 of this agreement. The three (3) day waiting period for the purpose of the *two* (2) day work week will be fourteen and a quarter (14.25) hours.

Executed by the duly authorized representatives of the parties this

10th day of July, 2003.

FOR THE UNION:

Paul Lewis

Ben Kent

Robert Huff

[Signature]

FOR THE COMPANY:

Raymond Darden

Sammy Costa

Doug Griffin

69