

**2013
COLLECTIVE AGREEMENT
BETWEEN
CPK INTERIOR PRODUCTS
AND
UNITED STEELWORKERS
ON BEHALF OF ITS LOCAL 889L
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Wherever the singular and masculine are used in this Agreement they shall be construed as if the plural or feminine had been used where the context so requires, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary have been made.

THIS AGREEMENT ENTERED INTO AS OF THE
January 25th, 2013

BETWEEN

CPK INTERIOR PRODUCTS PORT HOPE
(hereinafter referred to as the "Company")
OF THE FIRST PART

-and-

UNITED STEELWORKERS
ON BEHALF OF ITS LOCAL 889L
(hereinafter referred to as the "Union")
OF THE SECOND PART

ARTICLE 1 - SCOPE AND RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees at Port Hope, Ontario, save and except foremen, supervisors, persons above the rank of foreman or supervisor, office staff, clerical staff, sales staff, students, security guards, full-time first aid staff, part-time temporary persons employed for not more than twenty-four (24) hours per week. Such employees except for the part time temporary persons employed for not more than twenty-four (24) hours per week, are in no event to perform duties normally performed by employees in the Bargaining Unit except for the purpose of instruction and in cases of an emergency.

1.02 The Company agrees that in the event it decides to transfer all or a major part of its manufacturing operations from the Port Hope plant to another plant, which results in the permanent layoff of full-time employees it will meet with the Union within fifteen (15) working days of that announcement. Any permanent Port Hope CpK Interior Products employee laid-off as a result of the transfer of work to any other CpK Interior Products facility which might be established within the Durham or Northumberland Counties will be offered work within that new facility. Any such job offer would be subject to qualifications for the available job.

ARTICLE 2 - RELATIONSHIP

2.01 a) The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practised by the Company or the Union, or by any of their representatives, with respect to membership or non-membership in the Union. The Union agrees that no Union member will conduct Union activities on the premises of the Company except as specifically permitted by this Agreement.

b) The Company and the Union agree that they will not discriminate against, restrain or influence any employee solely because of race, religious affiliation or national origin.

2.02 The Company and the Union agree that new employees will, before commencement of employment, and without adverse effect to the plant, be introduced to the area Union Committee person, on their shifts.

The Union will be given one (1) hour for orientation of new employees. In addition, the Company and Union will develop published orientation briefs designed to acquaint the new employees with the benefit plans, seniority provisions, health and safety and plant lay-out information.

2.03 When the Company makes rules and regulations governing the operation of the Plant and posts same on the bulletin boards, violation of any of such rules and regulations by an employee will result in disciplinary action up to and including discharge. The Company will provide the Union with copies of such rules and regulations at the time they are posted, as well as provide the Union with copies of the polices, procedures and rules that form part of the orientation process for bargaining unit employees. The parties agree to meet to discuss any changes to such rules and regulations prior to implementation. The Company will give the Union notice of any major changes in the rules and regulations.

ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS

3.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives which the Company had prior to the execution of this Agreement are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:

a) the right: to maintain order, discipline and efficiency; to make, alter, and enforce, from time to time, reasonable rules and regulations, policies and practices, to be obeyed by its employees; to discipline and discharge employees for just cause. In the event the Union disputes the reasonableness of such rules and regulations, the Union shall have the right to file a policy grievance in respect hereof pursuant to the provisions of Article 7.11 of this Agreement. Such grievances shall specify the rule or rules being disputed.

b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend and retire employees pursuant to the provisions of any pension plan; to plan, direct and control operations; to designate, establish, revise or discontinue departments; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit.

c) the right to determine: the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance, the direction of the working forces; the products to be manufactured; the standards of production; the subcontracting of work; the schedules of work and of production; the number of shifts; the methods; processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime work and who shall perform such work, the number of employees needed by the Company at any time and how many shall operate or work on any job, operation, machine or production line; the administration of the Company's pay system; which jobs shall be incentive jobs and which jobs shall not; the number of hours to be worked, starting and quitting time, and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution. Each employee in the bargaining unit shall be required as a condition of employment to have an amount equivalent to the regular weekly Union dues deducted from his pay weekly. All employees shall become and remain members of the Union as a condition of employment.

4.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than ten (10) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto, Ontario, M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Co-ordinator.

4.03 The remittance and R115 Form shall be accompanied by a statement containing the following information:

- i. A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- ii. A list of the names of all employees from whom no deductions have been made and the reasons why;
- iii. This information shall be sent to both the Union address identified in Article 4.02 above, in such form as shall be directed by the Union to the Company.

4.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.

4.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

4.06 In the event that the Company is found to have violated the provisions of this Article by an arbitrator appointed pursuant to this Collective Agreement, all costs of the arbitrator and disbursements shall be born exclusively by the Company. Further, if the Company is found by an arbitrator not to have remitted Union dues in accordance with this Article, the Company shall pay to the Union a specific penalty in addition to such other remedy as may be ordered by the arbitrator. The penalty shall be a payment in an amount equivalent to the amount in dues monies that was not paid, or paid late in violation of this Article as found by the arbitrator. The penalty shall be paid to the Union's International Secretary Treasurer.

4.07 Humanity Fund – The Company agrees to pay on an annual basis, the amount of \$0.01 per hour for each employee in the bargaining unit for all hours worked and to pay the amount to the “Humanity Fund” and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto Ontario M4P 1K7, and to advise in writing the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 The Union undertakes and agrees that while this Agreement is in operation neither the Union nor any employee shall take part in or call or encourage or support or condone any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or impeding of or curtailment of or interference with work or production, which shall in any way affect the operations of the Company, nor shall there be any sympathy strikes or secondary boycotts and the Company agrees that it will not engage in any lockout during the term of this Agreement.

5.02 Any employee who participates in any of the foregoing conduct shall be subject to discipline up to and including discharge. Such employee may have recourse to the grievance procedure and the Arbitrator shall have jurisdiction to determine if the grievor did, in fact, improperly participate in the foregoing conduct. If the Arbitrator determines that the grievor did, in fact, improperly participate in the foregoing conduct, the Arbitrator shall not have jurisdiction to interfere with such discipline or discharge.

ARTICLE 6 - REPRESENTATION

6.01 Bargaining Committee

The Company acknowledges the right of the Union to appoint or otherwise select from the Union membership in the Company's Port Hope, Ontario plant, a Bargaining Committee comprised of not more than four (4) seniority employees in good standing of the Company. The Local Union President shall be Chairman thereof. The Company will recognize the Bargaining Committee for the purpose of handling any grievance or discussing a matter properly arising during the continuance of this Agreement. Wherever in this Agreement the term "committee" is used, it shall be deemed to mean "Bargaining Committee."

The Company agrees to recognize eight (8) stewards, who shall be seniority employees.

When there are fifty (50) or more employees on the night shift, the Union shall be entitled to an additional steward on that shift.

When there are more than five hundred (500) employees in the Bargaining Unit, the Union shall be entitled to two (2) additional stewards and when there are more than seven hundred and fifty (750) employees in the Bargaining Unit, the Union shall be entitled to one (1) additional steward.

The Company agrees to recognize one (1) additional steward as a Chief Steward.

The bargaining committee shall have the option of being placed on day shift throughout the life of the agreement providing:

- a) There is productive work to be done within their qualifications and ability.
- b) Such option is exercised within two weeks of ratification or a new bargaining committee member taking office.
- c) That a bargaining committee member returns to their home shift upon leaving office.

6.02 Not more than two (2) International Representatives of the Union may be present and participate in any meeting of the Bargaining Committee and the Company. The Company will not be required to meet a total of more than four (4) Union representatives at any time in addition to an International Representative of the Union. An additional union representative may be present by mutual agreement.

6.03 One (1) member of the Bargaining Committee will be permitted to leave his work and unit when notified by his supervisor that he has been summoned for the purpose of handling grievances. A member of the Bargaining Committee will be permitted to leave his work and unit when notified by his supervisor that there will be a meeting with representatives of the Company. A Shift Steward will be permitted to leave his work when he has been notified by his supervisor for the purpose of handling a grievance at the first or second step of the grievance procedure. Such employee shall report to his supervisor upon his return to work. Time away from work for the purpose herein specified shall not on the aggregate exceed three (3) hours per week for any one individual.

6.04 A Committeeman or Shift Steward required under the grievance procedure to enter another unit must inform the supervisor of that unit which he enters of the reason for his presence. Committeemen or Shift Stewards, as the case may be, shall expeditiously attend to the grievance so that no unnecessary loss of time or interference with production will result therefrom.

6.05 The Union recognizes and agrees that members of the Bargaining Committee and Shift Stewards have their regular duties to perform in connection with their employment. The Company will compensate such Committeemen and Shift Stewards for time spent at the plant during their regular working hours in handling grievances of employees pursuant to the grievance procedure at their regular straight time base hourly rate of pay, provided this privilege is not abused by the Committeemen or Shift Stewards. Committeemen or Shift Stewards will not be compensated for time spent prior to or beyond their regular working hours on Union business unless at the request of the Company.

b) The Company and the Union agree that from time to time, meetings between the parties, for reasons of resolution of a grievance, may extend beyond the normal working hours of the persons involved. The Company will, in attempting to schedule such meetings, endeavour to hold them at times most convenient to the employees involved and to minimize the amount of time spent outside of regular working hours. However, in cases where a meeting extends beyond the normal working hours of the participants or is held at a time other than one which falls within the employees' regular shift, no compensation will be made to the employee for such time.

6.06 Notwithstanding anything otherwise contained in this Agreement, the Company may delay or defer permission to a Steward, Committeeman, or other Union official who wishes to leave his work pursuant to the provisions hereof, if such leaving would interfere with the efficient operation of the Plant. Such permission will not be unreasonably withheld.

6.07 The Union agrees to supply the Company with the names of Committeemen and Shift Stewards and to keep such list up to date at all times and the Company shall not be obliged to recognize such personnel until it has been so informed.

6.08 The employees shall be represented by stewards upon their shift as set out in Article 6.01 hereof, not more than two (2) of whom shall be from any single department with fewer than thirty (30) employees per shift.

Consistent with article 6.01, the Company acknowledges the right of the Union to appoint or otherwise elect Union Stewards for the purpose of representing employees in the handling of complaints and grievances.

6.09 For the purpose of this Agreement, the Bargaining Committee and the stewards, together with the officers of the Local Union, shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility to see that this Agreement is faithfully carried out.

6.10 The Company will recognize a bargaining unit employee, who has received training in time study methods, as an observer in cases where a work standard becomes the subject of a grievance. The observer shall have the right to be present during a review of work method, time study and calculations necessary to check the general standard.

6.11 The Company will continue to pay the Union Officers who are away on Union business, and will invoice the Union on a monthly basis for all lost time.

6.12 A member of the Bargaining Committee who is temporarily assigned by the Company to another operation because of his frequent absence in connection with Bargaining Committee activities will not undergo a reduction in his hourly rate because of such assignment. When his frequent absence is no longer required, he will be reinstated to his regular job.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 The grievance procedures provided for are among the most important matters in the successful administration of this Agreement. The Company and the Union therefore agree that the designated grievance procedure as set forth in this procedure shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of this Agreement. This specifically designated grievance procedure shall be strictly followed. Wherever the term "grievance procedure" is used in this Agreement it shall be considered as including the arbitration procedure.

7.02 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

7.03 The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company in writing at Step 1 of the grievance procedure within five (5) working days from the time the circumstances upon which the grievance is based were known by the grievor.

7.04 All time limits referred to in the grievance procedure herein contained shall be deemed to mean "working days", i.e., exclusive of Saturday, Sunday or the holidays set out in Article 12 hereof. These time limits can be extended by mutual agreement.

7.05 No employee or group of employees shall have a grievance until they have discussed their complaint with their immediate supervisor. If the employee wishes, he/they may be accompanied by their steward. If the immediate supervisor does not promptly settle the matter to the employees' satisfaction an employees' proper grievance shall be processed as follows:

STEP No. 1

If an(y) employee(s) have a grievance the grievance shall, within the five (5) working days referred to in Article 7.03, be reduced to writing and presented to the Shift Superintendent/Coordinator. The steward will present the written grievance to his Shift Superintendent/Coordinator. The Shift Superintendent/Coordinator shall give the grievor(s) a written reply as soon as possible but not later than three (3) days after such discussion. If the Shift Superintendent/Coordinator's reply is not satisfactory to the grievor(s), the next step must be taken within five (5) days of the Shift Superintendent/ Coordinator's answer, but not thereafter.

The written grievance referred to above shall identify: the facts giving rise to the grievance; the section or sections of the Agreement claimed to be violated; the relief requested; and shall be signed by the employee(s) and countersigned by their steward or union representative on the employee's behalf.

STEP No. 2

At this step the written grievance shall be presented to the Human Resources Manager within five (5) days of receipt of the Shift Superintendent/ Coordinator's written reply, but not thereafter.

A meeting will be held within five (5) days between a Member of the Bargaining Committee together with the steward involved, the Grievor, and the Shift Superintendent/Coordinator together with Human Resources. This meeting will be held at a mutually agreeable time and location.

If the Company's reply is not satisfactory to the member of the bargaining committee the next step shall be taken within five (5) days after the delivery of such reply to the member of the bargaining committee, but not thereafter.

STEP No. 3

At this step, the Union shall, within five (5) days, notify the Human Resources Manager in writing of its desire to appeal the decision given at Step No. 2. Within seven (7) days, a meeting will take place between the Bargaining Committee (which may be accompanied by the International Representative of the Union and Steward) and the Plant Manager and any other representatives of management. The grievor shall be required to be present at the request of either party. The Company shall deliver its decision in writing to the Chairman of the Bargaining Committee within seven (7) working days of such meeting.

STEP No. 4

In the event the grievance is not settled at Step No. 3, the party having carriage of the grievance may request mediation, by mutual agreement of the parties, or arbitration of the grievance by giving notice in writing to the other party within thirty-five (35) days from delivery of the decision at Step No. 3 to the Chairman of the Plant Grievance Committee, but not thereafter.

If a request for arbitration is not so given within such thirty-five (35) day period, the decision at Step 3 shall be final and binding upon both parties to this Agreement, and upon any employee involved. The notice to arbitrate shall contain the name of three (3) arbitrators. The party receiving the notice may select an arbitrator from the list or propose to the other party a list of three (3) arbitrators for the other party to select an arbitrator. If the parties are unable to agree to an arbitrator, then either party can request the Minister of Labour to appoint an arbitrator.

7.06 In the case where a grievance is taken to arbitration, the Arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.

7.07 The Arbitrator shall not be authorized to make any decision inconsistent with provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate

any matter not specifically assigned to it by the notice to arbitrate in Step. No. 4 of Article 7.05 hereof.

7.08 Each party shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the Arbitrator shall be borne equally by the two parties.

7.09 The time limits and other procedural requirements set out in this Article 7 are mandatory and not merely directory, and no matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified. The parties recognize that in some departments and on some shifts "immediate supervisor" and "Shift Coordinator" shall be the same person, and the grievance shall be filed with such person after being discussed with him as a complaint, pursuant to the provisions hereof. In the event that the Company exceeds the time limits set out in the grievance procedure, the grievance will be considered to have been carried through the applicable step of the procedure and will be advanced to the next step. The provisions of this clause shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing, signed by both parties.

7.10 A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at any step of the grievance procedure, both the Company management and the Union representatives who pass on the same as provided herein shall sign the settlement as endorsed upon the written grievance, so that no question or argument may arise as to what the settlement was. Either party shall have the right to require the attendance of the grievor at any meeting held pursuant to Steps 1, 2, or 3 of the grievance procedure.

When an employee's grievance is settled by the parties or determined by the Arbitrator on the basis that the employee is entitled to be reimbursed for wages lost as a result of action on the part of the Company in violation of this Agreement, such reimbursement shall be retroactive to the date of the presentation of the grievance to the Company in writing. Such reimbursement shall be at the employee's regular straight time earnings for such hours as the employee would have worked for the Company if the violation had not occurred.

7.11 Union Policy Grievance or Company Grievance

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing, within seven (7) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step No. 3 of Article 7.05. The Company or the Union, as the case may be, shall give its written decision within three (3) days of such meeting.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to mediation or arbitration within thirty-five (35) days of the delivery of such written decision and in the case of arbitration the arbitration sections of this Agreement shall be followed.

It is expressly understood that the provisions of this paragraph 7.11 may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Article 7.05 hereof shall not thereby be bypassed.

7.12 DISCIPLINARY ACTION

(a) DISCHARGE CASES

A claim by a seniority employee that he has been discharged without just cause shall be treated as a grievance and shall commence at Step No. 3 of Article 7.05 provided a written grievance signed by the employee and his Department Steward or Bargaining Committee is presented to the Human Resources Manager within five (5) days after the discharge. The International Representative of the Union will be permitted to attend the meeting held pursuant thereto, with the Human Resources Manager. The Union will not question the discharge of any probationary employee nor shall such discharge be the subject of a grievance unless such discharge was for unjust cause.

A seniority employee who is discharged while on the Company premises shall have the right to confer with his steward for up to thirty (30) minutes, in a place designated by the Company, before leaving the Plant.

(b) DISCIPLINE

The Company agrees that when occasion arises to issue a disciplinary letter of notation to an employee, the following will apply:

1. When an employee has completed the probationary period, is suspended or discharged or disciplined, the Company shall arrange for a Steward or Negotiating Committee member present at the time of suspension or discharge is to be issued.
2. If a seniority employee is called to a meeting where discipline is being contemplated, the Company shall arrange for a Steward or a negotiating committee member to be present.
3. The notation will be issued not more than five (5) working days following the infraction to which it refers. If a union official is not available the issuance of discipline will be delayed to the earliest possible time that they are available.
4. The notation will be issued to the employee(s) concerned with copies to the Union Steward for the appropriate area and to the employee's personnel file.
5. Should a period of twelve (12) months lapse between the issuance of a notation and the issuance of any subsequent related notation, the original notation will not be used in a disciplinary manner against the employee and will be removed from the employee's file.
6. The Company and Union may extend the time limits to issue discipline by mutual agreement.

7. Letters of discussion are non disciplinary and will not form part of the employees record or considered when assessing an employee for bid jobs.
- (c) Should the parties agree or should the grievor satisfy the Arbitrator that an employee has been discharged without just cause, such employee shall be reinstated as an employee without loss of seniority and shall be compensated in accordance with the provisions of Article 7.10 hereof.

ARTICLE 8 – SENIORITY, LAYOFF, TRANSFERS, JOB POSTINGS

8.01 Employees will be considered probationary until they have been employed by the Company for ninety (90) calendar days within a twelve (12) consecutive month period. During the probationary period such employees will have no seniority rights. Upon successfully completing the probationary period, the employee will have a seniority date consistent with their date of hire. Layoffs or absences of five (5) consecutive days or more will extend the probationary period by the equivalent number of days. Layoffs or absences of less than five (5) consecutive days will not extend the probationary period. If two or more employees are hired on the same day they shall be placed on the seniority list in order of their clock numbers when their ninety (90) days are achieved. The employee shall carry such seniority in his unit.

An employee shall hold seniority in only one (1) unit at any one time.

8.02 The Company will post seniority lists once every six (6) months and such list shall show the employee's seniority and unit in which the employee holds such seniority. Subject to the provisions of this Agreement, seniority shall be by unit and plant-wide. The Company shall furnish the Union with a copy of the seniority list.

8.03 For the purpose of applying the seniority provisions of this Agreement, the present units are as follows:

- Unit No. 1 - Production operations including Labour Grade 99s, Compounders, Shell/Foam/Injection Technicians, Paint Technicians and Mould Cleaner, WCM Associate, Facilities Project Set-Up
- Unit No. 2 - Warehouse Drivers
- Unit No. 3 - Maintenance Mechanic/Millwright, Maintenance Fabricator, Industrial Instrument Electrician, Refrigeration/Air Conditioning Mechanic, Tooling Mechanics, Modular Tooling Specialists, Mould Repair, Mould Maker, Apprentices
- Unit No. 4 - Colour, Analytical/Chemical, Development, Foam/Shell, Auditors, Process Verifier, QC Inspector, Automation Technician

New product lines or changes in existing product lines may require additions to or changes in the foregoing unit structure. The Company will notify the Union of any such additions or changes. Should the Union, after being so notified, wish to discuss any such additions or changes, the Company will meet with the Union and explain or otherwise discuss the additions or changes.

Any new classifications will be placed in the seniority unit that is most consistent with the existing unit structure.

1. The Company will provide the Union with copies of all hourly job descriptions.
2. The Company will notify the Union President or designate of any changes to any job classifications or job descriptions in writing prior to implementation.

8.04 A seniority employee who is transferred to another unit by seniority on an indefinite lay-off (i.e. lay-off other than layoff due to Work Shortage as defined in 8.06, or on recall from indefinite layoff), shall lose seniority in his former unit in which he held unit seniority after ninety (90) days and attain seniority in the new unit, after ninety (90) days in the new unit.

During such ninety day period he shall continue to accumulate seniority in his former unit and when he attains seniority in the new unit he shall be credited with the seniority which he had in his former unit. However, if such employee's former job re-opens within such ninety (90) days in the new unit the employee shall return to his former job. An employee shall hold seniority in only one (1) unit at any one time.

A seniority employee who has held a job classification for a period of 30 days or longer, and who is reclassified due to an indefinite layoff to a lower rated job classification, shall have the right to return to the job from which he was displaced provided that such job reopens within a period of 90 days.

In the event that the original job does not become available within 90 days then the job will become subject to the job posting procedure as described in Article 8.10 (a).

8.05 When there is to be a lay-off in a unit the junior employees in the classification affected shall be subject to layoff providing the remaining employees are able to perform the available work. The Company will furnish the Union with a list of those employees who are to be laid-off and will discuss the list with the Union prior to notifying the individual employees affected by the lay-off.

In the event of an indefinite layoff labour grade 99 QC Inspectors will not carry their unit seniority but will be affected in line with their plant seniority.

Any resulting vacancies will be filled through the permanent job posting procedure as outlined in Article 8.10 a).

For the purpose of layoff and recall seniority shall govern. Employees with four (4) years or more of seniority shall have entitlement to three (3) years recall rights as defined in article 8.11.

An employee so subject to lay-off will be assigned by the Company to work being performed by another employee with less seniority in the plant, subject always to the provisions of Article 8.09 hereof.

- i) an employee shall have the option of being placed in a job within his own classification on his own shift, provided such a job exists and is held by another employee with less seniority, or if no such job exists,
- ii) the employee will be placed in a job within his own classification but on another shift,

provided such job exists and is held by another employee with less seniority. If no such job exists, then,

- iii) the employee will be placed in an equal or lower-rated job, held by a less senior employee. The job must be his most recent previously held position which he formerly held for a period of at least ninety (90) days. Such assignments will be made whenever possible to provide the employee with the least wage loss practicable. If no job exists,
- iv) the employee will be placed in a labour grade 99 position, held by a less senior employee.
- v) an employee transferred to labour grade 99 under the provision of Article 8.05 and 8.06 will transfer at the step achieved in his prior classification.

Notwithstanding anything contained herein, the employee shall not use his seniority to be assigned to a higher labour grade than his current labour grade.

Wherever used in this Agreement, the word "qualified" or the like, shall mean presently possessed of the accomplishments which enable the person to perform the work required in accordance with the Company's quality and production standards so that the person performs such work after being given general information concerning it, but does not require a trial period or a training period.

In administering Article 8.05 and the foregoing paragraphs of Article 8.06 hereof, the following will apply:

- a) "promotion" shall be defined as a permanent transfer to a classification carrying a higher rate of pay than the employee's rate or a classification which carries a higher range of rates than the range of rates in the employee's classification.
- b) Time spent on lay-off will not count towards qualifying for incremental wage increases.
- c) In the event that a vacancy exists at the time of reduction of force the Company shall have the right to assign an employee affected by such a reduction of force to such vacancy, provided he is qualified to perform the work in accordance with the Company's quality and production standards after having being trained to the those standards.
- d) In the case of reduction in force involving a number of employees in one (1) week, employees affected may be laid off for a period of one (1) week without regard to seniority to allow time to make reassignment on the basis of the provisions of Articles 8.05 and 8.06 hereof.
- e) When the company implements the provisions of paragraphs (c) or (d) of this Article 8.05 the Company will advise the Bargaining Committee of the reasons thereof.
- f) In all cases of lay-off, other than layoff due to work shortage as defined in this

Agreement under Article 8.06, the Company will give five (5) days notice to the employees affected of the impending lay-off.

8.06 LAYOFF DUE TO WORK SHORTAGE

Work Shortage Layoff shall mean the reduction in hours of work due to a temporary shortage of work.

- a) In cases of work shortage layoff of three (3) days or less, seniority need not be considered. No seniority employee shall be laid off under this provision for more than 80 working hours in any calendar year.

- b)
 - (i) In cases of work shortage layoff of over three (3) days up to a maximum of twenty five (25) working days seniority employees so subject to lay-off will be assigned by the Company to a Labour Grade 99 position, provided such job exists and is held by the least senior Labour Grade 99 employee. Employees who hold bid jobs and are assigned to a Labour Grade 99 position under this article will be paid at the job rate for their regular classification. Employees subject to layoff under this provision will not accumulate hours under Article 8.06 (a). At the end of the work shortage layoff, employees affected will return to their previous position and shift.

 - (ii) Affected employee may elect to bump the lowest seniority person in the same classification and shift. If the affected seniority employee chooses this option, the employee who is displaced by a more senior employee will have the option of electing the layoff or bumping the junior employee in the plant within their classification. If no such junior employee exists within their classification then, the affected employee shall have the option of bumping the lowest labour grade 99 in the plant and will be paid at the job rate for their regular classification.

In cases of Work Shortage Layoffs of over 3 days up to a maximum of twenty five (25) working days seniority employees impacted shall have the following options when implementing the layoff:

- 1. Affected employees may elect to take the work shortage layoff.
- 2. Affected employees may elect to bump the junior Labour grade 99 in the plant.
- 3. Elect to take vacation if they have sufficient vacation entitlement.
- 4. Elect the work shortage pool.

In the event that a scheduled Work Shortage Layoff is going to extend past twenty five (25) working days the provision of article 8.05 will be immediately invoked.

Employees subject to layoff under 8.06(b) will not accumulate hours under Article 8.06 (a).

At the end of the work shortage layoff, employees affected will return to their previous position and shift.

The Company and the Union agree that senior employee's not affected by article 8.06 (b) may from time to time wish to volunteer for a work shortage layoff. Up to 5% per line/area

of senior employees wishing to be laid off under this provision will inform the Company of their decision in writing no later than one (1) week prior to the start of the work shortage layoff. The provisions of this article will be administered in a fair and reasonable manner by seniority.

For the purpose of implementing the provisions of article 8.06(b) the Company shall insure before canvassing the affected employees, that all openings due to medical leaves, personal leaves, 5S projects, changes in business, etc. on the affected shifts are filled by seniority.

For the purpose of implementing the provisions of article 8.06(b) the Company shall canvass the affected employee's. The canvassing shall include the following options:

1. Elect to Bump
2. Elect the Layoff
3. Elect the Work Shortage Pool
4. Elect Vacation, if they have sufficient vacation entitlement.
5. The employees preferred shift. If there is a vacancy on their preferred shift the shift coordinator will place the employee by seniority on their preferred shift.

No Absentee Pool employees will be retained when seniority employees, who are on work shortage layoff, are available and willing to do the work.

Following the initial canvas, employees will have 24 hours to come to final decision, if time permits.

Employees will be asked to sign the canvas sheet as to their final option.

8.06.1 WORK SHORTAGE POOL

a) The work shortage pool shall consist of senior employees that are affected by a WSL who elect to work on a call-in basis. The employees who choose this option shall provide the company with their desired shift. After which the company shall compile a list of employees by seniority and shift and distribute to the supervisors. Supervisor shall call in employees on a seniority basis.

The company and union agree as to when implementing the provisions of Article 8.06 (b), to minimize the impact to affected employees that the company shall apply the provisions of Article 8.06 (b) on Monday to Friday work week basis to minimize the lost wages as to EI.

8.07 SHIFT/LINE TRANSFERS

1. a) The Company and the Union agree that seniority employees who wish to change shift other than as a result of bidding pursuant to Article 8.10 (a) shall place their name on the shift transfer request list, indicating what shift they wish to transfer to. When a vacancy occurs in the same classification on the desired shift, the transfer will be affected on the basis of the employee's seniority. If no such vacancy exists, but a vacancy exists in LG 99 on the desired shift, the most senior employee will be assigned to the job providing he has so

indicated on the shift transfer request list. This procedure shall take place prior to the posting of vacancies.

If honouring a shift transfer results in an opening on the day shift only, one additional shift transfer will be honoured.

b) The Company and the Union agree that seniority employees who wish to change lines shall place their name on the Line Transfer Request List, indicating what line they wish to transfer to. When a vacancy occurs on the desired line, the transfers will be affected on the basis of seniority. To be eligible, employees must be actively working when a line transfer becomes available.

2 The shift/line transfer list will be reviewed once a month for compatible moves by seniority. A compatible move is one in which two seniority employees on the shift/line transfer list who desire transfers to each other's shift/line, change positions. To be eligible, employees must hold the same job classification and be capable of performing the essential duties of the other's job. Up to three compatible moves may be affected during each month.

3 Employees may turn down two offers to transfer before their name comes off the transfer list and are not eligible to request another transfer for six months. Employees who accept a transfer may not make another transfer request for six months.

4 Employees who transfer shifts/line will be given training on the new job specified. Employees who fail to meet the Company's standards for production and quality in the time specified by the training schedule will be returned to their previous shift/line and will have forfeited one of their offers to transfer specified in paragraph 3. If the employee was transferred as part of a compatible move, both employees affected will be returned to their previous shift/line.

5 The Company and the Union agree that an employee who is transferred to another shift/line under the provisions of this Article, who is bumped back to their previous shift/line through no fault of their own shall not lose their transfer rights and have their names returned to the transfer list in line with their seniority.

6 Transfer lists are updated and posted every Tuesday morning. In order for a transfer to be considered for the next weekly update, it must be submitted prior to Tuesday's posting

8.08 PERMANENT JOB VACANCIES

In filling permanent job vacancies, unless the provisions of Article 8.05 (d) apply, the company will follow the following procedure:

1. Honour a line transfer in accordance with Article 8.07 (b).
2. Use the WCM pool to fill the resulting vacancy in accordance with the WCM Pool Policy.

3. If there is no WCM pool employee on the same shift, honour a shift transfer for the resulting vacancy in accordance with Article 8.07 (a).

Follow the job posting procedure in accordance with Article 8.10(a) for bid jobs, use a WCM pool employee, recall from layoff, or recruit as appropriate.

8.09 JOB POSTING PROCEDURE

In filling permanent job vacancies (except those in respect of positions excluded from the bargaining unit) and in cases of decrease or increase of the working force, the following factors shall be considered.

- a) length of seniority;
- b) experience, efficiency and qualifications;
- c) ability to perform the essential duties of the job and reliability.

Where the qualifications in factors (b) and (c) are relatively equal, factor (a) shall govern. Provided they have the required ability and qualifications to perform the job, the Company will award the job to one of the applicants before hiring from outside the bargaining unit. The Company will advise the Union of the selected candidate and meet to discuss the merits of that selection within three (3) days prior to notifying the individual employee concerned.

Where educational requirements are specified they shall be interpreted to mean either actual academic qualification or proven and demonstrated ability to perform work requiring similar qualifications.

8.10a) PERMANENT JOB POSTINGS

The Company agrees to advertise all permanent job vacancies for three (3) days. All job postings shall state openings by shift. During the posting period the Company may temporarily fill the job as it deems proper. The Company will consider applications and apply the provisions of Article 8.09 hereof. All employees interested in the job vacancy must make application within three (3) working days.

The Company will provide for publication of highlight job descriptions to accompany job posting under Article 8.10 of this Agreement.

Such job posting shall apply in respect of the original vacancy and the next two (2) vacancies resulting from the filling of the original vacancy. If the bid of an employee for a particular job vacancy hereunder is accepted, such employee shall be ineligible to bid under this Article 8.10 for any job vacancy for a period of at least six (6) calendar months from the date of such successful bid and related job transfer. An employee transferred under the provisions of this Article 8.10 who is subsequently unable to meet the Company's standards of quality and production within the first ninety (90) days of such transfer, will be transferred back to his/her former position without loss of seniority or bidding rights.

When an employee has transferred to a new unit through the job posting procedure they will not hold seniority in the new unit for a period of ninety (90) days.

An employee transferred under the provisions of this Article 8.10 who during the first ninety (90) days following such transfer makes request to return to his/her former position may do so. An employee electing to return to his/her former position under this provision shall forfeit any right under the job bidding procedure for six (6) months from the date of the bid closing.

The purpose of the job posting procedure is to provide employees with the opportunity to bid on jobs in a higher labour grade. In certain circumstances an employee may wish to bid on a job at the same or lower labour grade than the employee's existing job. In order to be eligible to bid on a job at the same or lower labour grade than the employee's current job, the employee must have held the current position for a period of not less than six (6) months.

The foregoing provision shall not apply to employees exercising their bidding rights under Article 8.10 for the first time, nor employees making a bid to transfer from a position to which they were appointed.

When new jobs are created or existing jobs are open the Company will post the opening within fifteen (15) days. The Company shall be able to fill such jobs for a period of thirty (30) days during which such jobs shall be posted. Employees working during the first thirty (30) days shall not have such time taken into consideration for qualifications.

When an employee is successful in obtaining a higher rated job through the bidding provisions of Article 8.10, he shall be placed in the job within forty-five (45) days of being awarded the position. In the event that the employee is not placed in the new job within the thirty (30) day period, he shall be paid at the rate for the new job from the thirty-first (31st) day until such time as the transfer is effective provided that the new job is still available.

8.10b) TEMPORARY JOB POSTINGS

In cases where an employee is granted a personal leave of absence, the job that he or she occupies at the time leave is granted shall be exempted for thirty (30) days from the job posting procedure in Article 8.10 (b) of the Collective Agreement. Should the leave continue beyond the thirty (30) day period, then the position will be filled through the temporary job posting procedure.

This article outlines the procedure to be followed when posting a temporary job vacancy arising from an approved leave of absence.

The purpose of the procedure is to provide a system that allows employees to return to the same job classification and shift following an approved leave of absence.

This procedure is applicable to all seniority employees in labour grades 11-21 and labour grade 99 inspectors at CpK Interior Products, Port Hope, Ontario who are granted a leave of absence.

Procedure:

1. The Company shall be able to fill a temporary job vacancy for a period of thirty (30) days during which time the job shall be posted. Employees working during the first thirty (30) days shall not have such time taken into consideration for qualifications.
2. The temporary job will be posted for three (3) days. The posting will state:
 - a) the fact that the job is temporary;
 - b) the expected term of the position;
 - c) the shift;
 - d) the requirements; and
 - e) labour grade.
3. When filling a temporary job vacancy, shift transfer requests will be considered.
4. In filling a temporary job vacancy, Article 8.09 will apply.
5. If the employee awarded the temporary job bid holds a bid position, that job will be filled at the company's discretion for the remainder of the leave. If the leave extends beyond six months, or if the company has knowledge that it will extend beyond six months prior to that date, those positions filled at the company's discretion will be posted as temporary. Employees placed at the company's discretion shall not have such time in the job taken into consideration for qualifications.
6. All employees on temporary assignment will retain their rights to apply for permanent positions and their rights to permanent shift transfers in their permanent classification that may become available during the term of the temporary assignment.
7. If the employee awarded a temporary job vacancy is successful in bidding on a permanent position or accepts a permanent shift transfer, the temporary job will then be filled at the company's discretion for the remainder of the leave.
8. At the end of the approved leave, the incumbent on leave will be placed back in the

work force following the provisions of Article 9.06, providing they are able to perform the essential duties of the job. The employee awarded the temporary job bid along with all employees temporary assigned will be placed back in his/her previous classification, if the classification still exists; otherwise, the provisions of Article 8.05 apply.

9. If the incumbent on leave quits or loses seniority while on leave, the position will be rebid as a permanent job vacancy.
10. Employees awarded a temporary bid job shall have such time in the job taken into consideration for qualifications.

8.11 LOSS OF SENIORITY

An employee shall lose all seniority rights and service rights if:

- a) he quits his employment;
- b) he is discharged for just cause not reversed through the grievance procedure;
- c) an employee with less than four (4) years seniority is laid off for a period in excess of two (2) years; an employee with four (4) years or more of seniority is laid off for a period in excess of three (3) years.
- d) a person on lay-off fails to return to work within five (5) working days after the Company's notice of recall is sent by registered mail to the last address of the person shown on Human Resources Office records, or, if the person within three (3) working days after such notice of recall is so sent fails to notify the Human Resources Office of his intention to return to work.

The foregoing provision may be waived by the Human Resources Manager in writing if the person furnishes reasons satisfactory to the Human Resources Manager for such failure on his part. In such cases of waiver, the person will not be permitted to displace another employee with less seniority who has been employed in the meantime, but will be recalled with seniority intact when employment for which he is qualified and for which he has the necessary seniority is available.

- e) an employee fails to return to work within three (3) days after the expiration of any leave granted to him unless he is excused by the Human Resources Manager.
- f) An employee accepts a position outside of the Bargaining Unit.

It shall be the duty of the employee or laid-off person to notify the Company office promptly, in writing, of any change of address or telephone number. If an employee or laid off person should fail to do this, the Company will not be responsible for the failure of a notice to reach him and any notice sent by the Company by registered mail to the address which appears on the Company's personnel records, or telephoned to the telephone number which appears on

the Company's records shall be conclusively deemed to have been received by the employee or laid off person.

8.12 PREFERENTIAL SENIORITY

The President, Vice President, Recording Secretary, Financial Secretary and Bargaining Committee (up to a total not to exceed 7) will be retained by the Company in the event of a layoff affecting their unit so long as there is work in their respective units which they are qualified to perform notwithstanding their position on the seniority list.

ARTICLE 9 - LEAVES

9.01 All leaves of absence as referred to in this Agreement shall be without pay or any other form of compensation unless the absence is paid under this Collective Agreement.

9.02 PERSONAL LEAVE OF ABSENCE

The Company may, in its own discretion, grant leave of absence, without pay, to any employee for legitimate personal reasons, and any person who is absent with such permission shall continue to accumulate seniority, for a period not to exceed three (3) months, during such absence.

9.03 UNION LEAVE OF ABSENCE

(a) The Company will grant leave of absence to not more than seven (7) employees in good standing at the same time for legitimate Union business. This leave of absence shall not exceed fifteen (15) working days each year per employee, and in any event not to exceed a total of one hundred fifteen (115) working days per year in respect of all such employees. In addition to the foregoing, the Company will grant an additional twenty (20) days per year leave of absence to the President of the Local Union, and fifteen (15) additional days per year leave for safety related Union business.

(b) An employee with seniority who is elected or selected as a full-time officer or representative of Local 889L, the United Steelworkers, or the International Union, upon request in writing to the Company will be granted a leave of absence for whatever time is necessary. Should he request reinstatement within thirty (30) days after the termination of the Union position, he will be reinstated in his former job. If his former job has been eliminated, he will be offered a similar job. Seniority will accumulate during such absence. Reinstatement to his former job, or similar job, will only occur if his seniority does not subject him to layoff.

(c) The company agrees to provide the union president or designate sixteen (16) hours per week paid union time, and union treasurer or designate thirty-two (32) hours per month unpaid union time for the purpose of conducting legitimate union business. During the allowed time, the company will maintain all seniority and benefits including pension.

(d) The Company agrees to provide an office in the plant for the purpose of conducting legitimate union business.

(e) The Company agrees to pay each member of the Bargaining Committee (up to four (4) members) eight (8) hours regular hourly rate per day to a maximum of forty (40) hours for time spent bargaining with the Company.

9.04 PREGNANCY AND PARENTAL LEAVE

Any seniority employee in case of pregnancy or parental leave, certified by a qualified physician, and giving minimum notice of two (2) weeks to the Human Resources Department, will be granted a leave in the following manner:

- Pregnancy leave – 17 weeks
- Parental leave – 35 weeks

If the employee is a mother planning to take both pregnancy and parental leave she must give notice to the Company's Human Resources Department that she will be taking both leaves for a total leave time of 52 weeks.

Parental leave notice must be given at least two (2) weeks before pregnancy leave ends, or it can be given at the same time as notice is given for pregnancy leave.

For the purpose of this clause a parent is a man or woman who:

- is the birth parent of a child
- adopts a child
- becomes a step-parent
- is in a long-lasting relationship with the parent of a child and intends to treat the child as his or her own.

Seniority, benefits and pension will accumulate during the period of such leaves.

Before returning to work from pregnancy leave the employee must provide the Company with a physician's certificate stating she is fit to perform her normal duties.

If the employee fails to report to work within three (3) days after the expiration of the leave, she shall be considered as having voluntarily quit.

9.05 SICK LEAVE

Any employee who, because of illness or injury requiring an absence from his job for more than two (2) working days, shall, upon furnishing satisfactory evidence to the Company of such illness or injury, be granted a sick leave for the duration of the period of his disability due to such illness or injury, except that at the end of twelve (12) months in the case of an employee with less than four (4) years' seniority, or twenty-four (24) months in the case of an employee with four (4) years or more seniority, of continuous absence because of such illness or injury the employee's employment and seniority shall be terminated. The employee shall furnish supplementary medical evidence of disability, from time to time, as required by the Company. Failure to furnish such evidence of disability will result in the termination of the employee's employment and seniority. Before any employee on sick leave may return to work he must present a doctor's certificate stating that he has fully recovered both physically and mentally and is able to return to his regular job classification and perform such job in accordance with the Company's quality and production standards. The Company reserves the right to have any employee examined by a Company physician in connection with a sick leave.

For Worker's Compensation cases the maximum allowable leave of absence for seniority employees shall be forty-eight (48) months.

With respect to work-related injuries or illnesses, the parties agree that they will allow one another to review relevant files upon request.

9.06 Employees returning from authorized leave of absence will be returned to the same job, providing such job exists, or a comparable job with a comparable rate of pay providing such a comparable job exists for which the employee is qualified.

An employee returning to work under the provision of this Article may be placed back in the work force under the provisions of Article 8.05 if his former job does not exist.

9.07 Application for leave of absence shall be made in writing to the employee's immediate supervisor and it will then be referred for final approval in accordance with Company policy; however, no leave will be granted for a period greater than an employee's accumulated seniority and in no case, other than as specifically set out in Article 9.05 hereof, in excess of two (2) years.

9.08 If an employee overstays his leave of absence he is presumed to have severed employment with the Company unless he can give an explanation satisfactory to the Company for his inability to return to work on the expiry date of his leave of absence.

9.09 When an employee has not been working because of illness, leave of absence or any other cause, it shall be his responsibility to arrange with the Company for his return to work at least one (1) but not more than two (2) regular working days prior to the time of his intended return. It is the employee's duty to keep the Human Resources Office informed of his correct address and telephone number, and the Company will not be liable for any payment unless such arrangements have been made.

9.10 JURY DUTY

Each seniority employee who is summoned to and reports for jury duty, or is subpoenaed as a Crown witness, as prescribed by applicable law (subject to the eligibility requirements set out below), shall be paid by the Company the difference between the employee's regular base rate exclusive of premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work and the daily jury duty or witness fee paid by the Court (not including travelling allowance or reimbursement for expenses). The Company's obligation to pay an employee for jury duty or a Crown witness under this section is limited to a maximum of sixty (60) days in a calendar year, and in order to receive payment under this section, an employee must meet all of the following eligibility requirements:

- a) the employee shall have given twenty-four (24) hours notice to the Company that he has been summoned for jury duty or subpoenaed as a Crown witness.
- b) the employee shall furnish satisfactory evidence to the Human Resources Manager that he reported for and performed jury duty or appeared as a Crown witness on the days for which he claims payment and shall furnish acceptable proof of the amount of jury pay or witness fees received by him;
- c) the employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment;
- d) when an employee is subpoenaed by the Company to testify as a witness in a grievance arbitration case the Company will reimburse the employee for lost wages at his straight time hourly rate of pay.

9.11 BEREAVEMENT

- a) When death occurs in a seniority employee's immediate family (i.e. current spouse, including common-law spouse, parent, parent of current spouse, step-parent, child, step-child, brother, step-brother, sister, step-sister, grandparent, spouse's grandparent or grandchild of the employee, son-in-law or daughter-in-law) the employee on request, will be excused for a period not to exceed three (3) working days surrounding the date of the funeral or memorial service.
- b) When death occurs to an employee's sister-in-law or brother-in-law, the employee, on request will be excused for the day of the funeral provided he attends the funeral.
- c) When death occurs in a employee's immediate family and the employee, for reasons of distance or personal hardship, is unable to attend the funeral, he shall be allowed a one (1) day leave for personal grief immediately following the date of death.
- d) The employee shall not be entitled to receive any pay for any day upon which he

would not otherwise be scheduled to work for the Company. Payment will be based upon the employee's straight time day work hourly rate exclusive of any premiums.

- e) In the event that the time allowed in 9.11 should not be sufficient to allow for extended travel or time involved in arranging for or attending the funeral, an unpaid leave of absence will be granted to cover a reasonable period of time. The Company will maintain all seniority and benefits including pension.
- f) Consistent with 9.11 a), when the Company is notified during an employee's vacation or Holiday that a death has occurred in the employee's family, the vacation or Holiday will be extended by the length of bereavement taken, that is up to three (3) days, and the employee will receive Bereavement Pay for those days, provided they are regular work days.

ARTICLE 10 – HOURS OF WORK, OVERTIME, REPORTING PAY, STAND-BY PAY, SHIFT PREMIUMS, MEAL ALLOWANCE

10.01 HOURS OF WORK

An employee whose scheduled shift starts on or after 5:00 a.m. but before 12:30 p.m. shall be deemed to be working on the first (day) shift; an employee whose scheduled shift starts on or after 12:30 p.m. but before 9:00 p.m. shall be deemed to be working on the second (afternoon) shift; and an employee whose scheduled shift starts on or after 9:00 p.m. but before 5:00 a.m. shall be deemed to be working on the third (midnight) shift.

The regular work week shall be one of forty (40) hours. For a three shift operation, the shifts are normally of eight (8) hours duration. Single shift or two-shift operations will be of eight (8) or eight and one half (8½) hours duration. Eight and one half hour shifts are inclusive of a 30 minute unpaid lunch.

The Company will give the Union and the employees affected as much notice as reasonably possible of any change in normal shift schedules.

Employees working on the second (afternoon) shift shall not be scheduled to work overtime on weekends with a starting time less than eight (8) hours following the completion of their regular shift.

(a) Single shift or two-shift operations which are scheduled for eight (8) hours or more shall have two (2) ten minute breaks as well as a thirty (30) minute unpaid lunch period.

(b) For shifts scheduled on an eight (8) hour continuous operation, there shall be two (2) ten minute breaks as well as a twenty minute unpaid lunch period.

(c) When the Company requires more than two (2) consecutive hours of work immediately following the completion of a full eight (8) hour shift of work, an employee shall be entitled to a rest period of ten (10) minutes to be taken at the beginning of the overtime hours.

10.02 OVERTIME

For the purpose of computing overtime and premium pay, the regular work day is eight (8) hours and the regular work week is forty (40) hours, unless otherwise scheduled.

The work week shall be a calendar week beginning at 12:01 a.m. Monday morning, except that in the case of shifts beginning on Sunday evening the work week shall begin at the starting hour of the shift on Sunday evening. A work day shall consist of the twenty-four (24) hours from midnight to midnight.

The provisions of this Article 10 are for the purpose of computing overtime and shall not be construed as a guarantee or limitation of hours of work per day or per week nor as a guarantee of working schedules.

In determining the hours worked by the employee for the purpose of entitlement to overtime pay, hours not worked because of a paid holiday, bereavement leave, jury duty, lay-off, leave of absence necessitated by an unavoidable problem provided written leave is requested and secured not later than the day prior to the date of the leave, shall be counted as if worked. When the Company requires that additional work be performed per day or per week, such additional work shall be compensated for at the rates set forth below:

- a) Time and one-half (1 1/2) will be paid for all time worked in excess of eight (8) straight time hours in any one (1) day, provided, however, that this rule will not apply when an employee is required to work more than eight (8) hours in the day or forty (40) hours in the week because of:
 - i) a transfer resulting from the lay-off and recall procedure or permanent transfer procedure;
 - ii) a change in shift or exchange of shifts requested by the employee and consented to by the supervisor;
 - iii) the granting of a request for transfer.
- b) Time and one-half (1 1/2) will be paid for all time worked in excess of forty (40) straight time hours worked in any one (1) work week, or, for work performed upon Saturday.
- c) Employees on the third shift (midnight shift) shall be paid time and one-half (1 1/2) for all hours worked in excess of eight (8) straight time hours in any one (1) work day and shall be paid time and one-half for hours worked on Saturday.
- d) Time and one-half (1 1/2) shall be paid for all time worked on the following holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Christmas Eve and Boxing Day. There shall be four (4) additional designated paid holidays. Whenever any of the

above enumerated holidays occur on a Saturday or Sunday, the holiday will be observed on the Monday after such holiday, excepting any holiday that falls within a plant shutdown. Whenever any of the above enumerated holidays occur within the period of an employee's vacation, he shall substitute the first working day following the vacation period for the holiday, excepting when such holiday falls within a plant shutdown.

- e) Double (2) time will be paid for all time worked on Sunday.

10.03 BANKING OF OVERTIME PREMIUM PAY

Employees may elect to defer the payment of overtime premiums defined in this Article in the form of "Vacation Lieu Time" to a maximum of forty (40) deferred premium hours per calendar year. Employees must notify the Company in writing of their intention to defer overtime premiums prior to the conclusion of work on an overtime shift. Should an employee elect to bank premium hours for overtime worked in excess of eight (8) in a day, on a Saturday or on a Company observed holiday, the employee will bank one half hour Vacation Lieu Time for all hours worked on such days. Should an employee elect to bank premium hours for overtime worked on a Sunday, the employee will bank one (1) hour on Vacation Lieu Time for all hours worked on the Sunday.

Vacation Lieu Time will be scheduled consistent with Article 11.03 and cannot be taken in less than eight (8) hour increments. However, upon written request, an employee may elect to utilize Vacation Lieu Time for periods of temporary layoff of four (4) consecutive hours or more. Employees may request to have their accumulated lieu time paid at any time during the calendar year upon providing the Company with one (1) week notice of the desired payment date. All banked Vacation Lieu Time must be paid out in full by December 31 of each year.

10.04 When overtime is scheduled or required to be performed by employees in a unit the Company will endeavour to equally allocate the overtime among qualified employees of the unit who presently and normally perform the major or dominant portion of the work required. However, the Company shall not be required to interrupt production lines or group operations. An employee on an individual operation or assignment will not be displaced for overtime occurring at the end of a regular shift. Employees who are absent from work for any reason shall be considered not available for the allocation of overtime and shall not be entitled to be called in.

10.05 It is not the intention of the parties to this Agreement that the Company shall be held to an obligation of equal allocation of overtime but is only intended to be a general rule for the guidance of the Company in allocating overtime. An employee who is justifiably aggrieved as a result of the Company's failure to follow this general rule shall not be entitled to money payment for overtime which has not been allocated to him in the past but shall be entitled to be allocated future overtime to restore him to a relatively equitable position with those other qualified employees in the department who presently and normally perform the operation upon which the aggrieved employee is involved.

10.06 If overtime is needed on a line for the purposes of 5S, employees who normally work

in the designated area will be given the opportunity to volunteer for the available overtime.

10.07 REPORTING PAY

Any employee who properly reports for work at the beginning of his regular shift, unless he has been notified in advance not to report, will receive at least four (4) hours' work or shall be paid for four (4) hours at his regular straight time earnings, except in cases of labour disputes, machinery, equipment, power or other utility breakdowns, fire, flood or any other causes, without limitation, beyond the control of the Company.

In cases where an employee properly reports for his regular shift and the equipment or machinery breakdowns prevent him from completing at least four (4) hours of work the employee shall be given four (4) hours of alternate work or shall be paid sufficient to bring his earnings for the day to the equivalent of four (4) hours at his regular straight time rate. Where an employee reports for work on his regular shift and is sent home with instructions to report on a later shift, he shall be paid for two (2) hours subject to the same exceptions and conditions as set forth in this section. An employee, other than an employee who reports for work on his regular shift and is sent home with instructions to report on a later shift, who does not accept available work when offered shall not be entitled to payment for reporting.

10.08 STAND-BY-PAY

An employee who is required by the Company to hold himself ready and available to be called in to perform work on a Saturday, Sunday or designated holiday will be paid four (4) hours' pay at his straight time rate of pay exclusive of premiums for each twenty-four (24) hour period he is required to stand-by subject to the following:

- a) Stand-by pay shall be paid in addition to any pay that the employee may be entitled to under the provisions of Article 10.08 hereof.
- b) Stand-by duty shall not be considered to be time worked.

10.09 An employee called in to do emergency work will be paid a minimum of four (4) hours' pay for such work at his regular rate. When an employee, after leaving the plant at the completion of his shift, is notified to report for work four (4) hours or less prior to his regular starting time and he is expected to work through and complete his regular shift, he will be paid for the hours worked outside his regular shift on an overtime basis if, due to a work shortage layoff, his regular shift is less than eight hours in duration.

10.10 In instances where an employee is notified prior to his/her normal starting time that the shift will be delayed and is requested to remain available for work later in the day and the shift is subsequently cancelled, the employee shall receive two (2) hours pay at his/her regular straight time rate.

10.11 SHIFT PREMIUMS

Employees working on the second (afternoon) shift shall receive five cents (\$0.05) per hour as a shift bonus, and employees working on the third (midnight) shift shall receive five (\$0.05) per hour as a shift bonus.

If an employee is working a regular shift he shall be paid the shift bonus, if any, of the shift to which he assigned for all hours worked even though the hours worked extended into another shift.

10.12 MEAL ALLOWANCE

An employee who during his regular shift is requested to work four (4) or more hours of overtime immediately following his regular shift shall receive a meal allowance of six dollars (\$6.00).

ARTICLE 11 - VACATIONS

11.01 Wherever the term "vacation year" is used in this Agreement it shall mean the year from July 1st to the following June 30th.

11.02 The employee shall be entitled to an annual vacation in accordance with the following schedule on the basis of his service (i.e. seniority) at June 30th in each year.

- Less than one (1) year of service (seniority) - four percent (4%) - one (1) day vacation, to a maximum of nine (9) days, for each month of service in excess of three (3) months;
- One (1) year of service (seniority) but less than five (5) years as at June 30th - two (2) weeks;
- Five (5) years or more of service (seniority) as at June 30th - three (3) weeks;
- Twelve (12) years or more of service (seniority) as at June 30th - four (4) weeks;

11.03 The first three weeks of the employee's vacation entitlement shall be taken in accordance with the line vacation schedule. Any additional vacation time may be taken at any time of the year with the prior approval of the employee's supervisor.

In the event that the employee does not have sufficient vacation entitlement for the period of the line shutdown, or if the line vacation schedule is greater than three weeks, the provisions of Article 8.06 (b) will apply.

11.04 Pay for the vacation to which the employee is entitled hereunder will be two percent (2%) of wages earned in the vacation year for each week of vacation entitlement. "Wages earned" as used in this Article 11 shall include vacation pay received by the employee during the vacation year.

Employees will have the option of receiving vacation pay in a lump sum payment on June 30th, or by week in accordance with the line vacation schedule and any additional approved requested vacation time. Employees must make this election by January 31 of each calendar year.

Employees will be issued with a semi-annual statement of their accrued vacation monies on request.

11.05 Employees with twenty (20) or more years of seniority will be allowed to schedule a fifth week (forty (40) hours) of unpaid vacation inclusive of any deferred overtime premium banked consistent with Article 10.03.

11.06 In cases where employees have less than 1,000 hours worked in the vacation year, and have received WSIB benefits during the vacation year, the vacation pay calculation shall include a credit for forty (40) hours for each full week during which such employee received WSIB benefits in addition to total earnings from the Company.

The vacation pay shall be reduced by the amount of WSIB benefits paid for the vacation days.

This section will only apply during the first year of the WSIB absence.

ARTICLE 12 - DESIGNATED HOLIDAYS

12.01 Employees shall be paid, as provided hereinafter, for New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Christmas Eve, Boxing Day, and the 4 additional designated holidays as outlined in Schedule 'C' – Schedule of Statutory and Designated Holidays, providing they meet all of the following eligibility rules unless otherwise provided herein:

- a) The employee has seniority as of the date of the holiday; and
- b) The employee must have worked the last full scheduled work day prior to and the first full scheduled work day after the holiday.

The Company may, in its discretion, excuse an employee who provides a reason satisfactory to the Company for his failing to comply with the provisions of this Article 12.01 (b).

- c) An employee on approved leave of absence or indefinite lay-off who would otherwise qualify for holiday pay hereunder, shall receive holiday pay only if he has worked at least one (1) scheduled work day in the five (5) calendar days immediately preceding the holiday and one (1) scheduled work day in the five (5) calendar days immediately following the holiday.

12.02 The four (4) additional designated paid holidays, included in the total of thirteen (13) holidays were scheduled at a time designated by the Company after discussion with the Union. It is understood that the additional designated paid holidays will be used first in conjunction with the Christmas Shutdown period December 24th to January 1st.

12.03 An employee who qualifies under the provisions set forth in Article 12.01 hereof shall receive pay for his normal number of daily hours not exceeding eight (8) for each of the holidays specified in Articles 12.01 and 12.02 hereof, computed at his straight time base hourly rate of pay exclusive of any premiums.

12.04 When a holiday falls during seniority employee's vacation such holiday shall be observed on the first Monday following completion of the employee's vacation.

ARTICLE 13 – HEALTH AND SAFETY

13.01 (a) The Ontario Health and Safety Act as it pertains to the activities of the Company shall be considered as a minimum standard for conditions in the plant.

An employee or group of employees who have good reason to believe they are being required to work under conditions likely to endanger himself/herself or fellow workers shall inform the employer or supervisor of their refusal to perform said work. The employer/supervisor shall comply with the procedures as set out in Section 43 of the Occupational Health and Safety Act in effect at the time of the signing of this collective agreement.

The Company will ensure that any employee required to work alone in the plant or large area of the plant shall be protected by a patrol or check by supervisory or security personnel on at least an hourly basis.

(b) The parties agree to maintain high standards of safety and health in the workplace and to cooperate in the continuing objective of developing a safe work environment. The parties agree to maintain the standards of safety, health, sanitation and work conditions in the Plant required by law. In addition, in the event that the Occupational Health and Safety Act of Ontario is modified during the life of this agreement, the parties agree to adhere to the following principles currently included in the act:

- i) The internal responsibility system;
- ii) The existence of, and powers of the Joint Health & Safety Committee; and the requirement for and training of certified members.

13.02 An employee who is injured during working hours while properly performing his duties of employment and who is sent home from work by the Company or by a physician shall be paid for the time lost on the day he was injured at his regular straight time rate of pay for the unexpired portion of his scheduled work day.

13.03 No employee shall be assigned to a job that has previously been refused by another employee on health and safety grounds until he/she has been thoroughly informed of the reasons in the presence of a union health and safety representative or designate.

13.04 The Company and the Union agree to establish a Safety Committee comprised of ten (10) people, five (5) from the Company and five (5) from the Union. It shall be the duty of this Committee to meet once a month or more often if necessary to discuss the safety of the plant. Meetings of the Safety Committee will be chaired on alternate months by the Safety Coordinator and the Union Safety Chairperson. The Safety Committee will also make a safety inspection tour of the plant each month.

13.05 The Company recognizes that it is beneficial for members of the Joint Health and Safety Committee to attend the annual USWR/PIC Joint Labour/Management Health and Safety Symposium. The Company will grant leave to up to two (2) union members of the Joint Health

and Safety Committee to attend the annual conference and will compensate the selected employees to a maximum of eight hours at their straight time hourly rate for two days of training. The leave for the conference will not be accrued toward the annual leave allowance under Article 9.03 of the Collective Agreement.

Health and Safety Designate Training

The Company agrees to provide Level 1 Basic Certification training through the Worker's Health and Safety Centre to two (2) Safety designates on the afternoon shift and one (1) designate on the midnight shift. The designates will be selected by mutual agreement of both parties.

Day of Mourning

The parties recognize April 28th as the annual day of remembrance for workers killed or injured on the job. The Company agrees to:

- a) Lower to half mast all flags flown at the workplace
- b) Stop working and provide a minute of silence for all employees at 11:00 am in memory of workers killed or injured on the job.

13.06 On any occasion where an employee is called to an office to speak about medical issues with anyone other than the health care professional the employee will have the option to ensure a union committee person or designate is present.

ARTICLE 14 – BENEFITS

14.01 The company agrees that the Pension Plan, the Health Insurance Program and the letters of understanding referenced in this agreement shall form part of this Agreement.

14.02 For active seniority employees who are eligible and "eligible" shall mean

- i) single employees;
- ii) employees who are married or have dependants and whose spouse is not receiving similar benefits at his or her place of employment, the following shall apply:

The Company agrees to obtain insurance to provide the following benefits:

- a) A non compensable Sickness and Accident Weekly Indemnity Plan to provide a benefit of sixty-six and two thirds ($66 \frac{2}{3}$) of the employee's basic wage for the first two (2) weeks commencing upon the first day of accident or hospitalization due to illness or the fifth working day of sickness. Then after, the employee will continue on the Employment Insurance Sickness Benefit if eligible for up to fifteen (15) weeks. After the Employment Insurance Sickness Benefit has been exhausted, then the employer will provide a non compensable Sickness and Accident Weekly Indemnity Plan to provide a benefit of sixty six and two thirds ($66 \frac{2}{3}$) of the employees basic wage for an additional thirteen (13) weeks to a maximum amount in accordance with the Employment Insurance Commission maximum-period

All employees who have completed more than three (3) years of continuous service with the company will be provided with the aforementioned benefits up to twenty six (26) weeks commencing upon the first day of accident or hospitalization due to illness or the fifth working day of sickness after exhausting the first two weeks provided for by the company and the fifteen (15) weeks of Employment Insurance Sickness Benefit if eligible to a maximum amount in accordance with the Employment and Insurance Commission. The Company shall be entitled to retain one hundred percent (100%) of the E.I. savings.

- b) Life Insurance and A.D.&D. - Term Insurance - \$35,000
- c) Major Medical Plan with deductible \$25.00 - no co-insurance.
- d) Dental Plan - the Company will provide a dental care plan. Details of the Plan are covered in the group Insurance booklet.
- e) The Company will provide a pay direct Prescription Drug Plan with a \$5.00 per prescription fee.
- f) The parties agreed that the Union would be provided with a copy of all Master Benefit Agreements.

The Company agrees to insert the Group Insurance Booklet into the Collective Agreement for the purpose of convenience only. The parties agree that the intent is not to merge the provisions of the benefit booklet into the Collective Agreement.

- 14.03** a) For seniority employees the Company agrees to pay one hundred and ten dollars (\$110.00) toward the cost of one (1) pair of safety boots per calendar year.
- b) The Company will provide a subsidy for protective workwear for eligible employees. Eligible employees will be those who normally perform the jobs of general maintenance, tooling maintenance and project maintenance, lab, process, tool and machine technicians, compounding, quality and quality inspection, environmental service, and product verifier.

Employees who are eligible for laundry services under Occupational Health and Safety regulations shall not be entitled to the protective workwear subsidy.

The amount of the subsidy will be a maximum of \$50 per calendar year. Reimbursement will be subject to the employee furnishing the Company with proof of purchase.

- 14.04** (a) The Company will pay the cost of prescription safety glasses at intervals of not less than twenty-four (24) months. The cost will be for lenses and frames only which comply to C.S.A. Industrial Standards, purchased through the Company.
- (b) **Family Eye Care**
The Company will provide a Family Eye Care Plan providing a benefit of \$250 once during a two year period. This includes prescription eye wear and prescription contact lenses.
- (c) **RRSP Savings Plan**
The Company agrees to maintain a group Registered Retirement Savings Plan (RRSP) to which employees may contribute through payroll deduction. The Company will match employee contributions at a rate of 35 percent of employee contributions to a maximum employee contribution rate of 5 percent of base wage. The Company reserves the right to modify the plan or to merge the plan with any other plan when and if these options become available.

14.05 DEFINED CONTRIBUTION PENSION PLAN

Employer Mandatory Contributions

- 1) The Employer shall contribute a fixed amount of one dollar (\$1.00) per hour worked to the Defined Contribution Pension Plan for Hourly Employees of CpK Interior Products Inc. on behalf of each employee for each pay period, during the life of the present Collective Agreement. The pension plan shall not be modified or amended without the consent of the Union.
- 2) In addition, the Company will make lump sum contributions to the Defined Contribution Pension Plan for employees. \$500 Lump Sum amounts will be deposited on December 1, 2013, 2014, 2015 and 2016 for each active and qualifying inactive full-time employee on the payment date. Employees must have at least 1,000 hours worked in the year to qualify for the lump sum contribution to the pension plan. Employees that retire prior to December 1 with at least 1,000 hours worked in the year, will receive the \$500 contribution upon retirement.

For the purpose of the Pension only, “Hour Worked” – means all hours for which an employee receives pay and includes but is not limited to hours for vacation, paid holidays, and approved union leave. Pension contributions for overtime hours will be made on a straight time basis.

- 3) Pension contributions will be made for employees who are in receipt of benefits from the WSIB or from the weekly indemnity plan at a rate of 40 hours per week according to the following:
 - For employees who have completed probation, but have less than five (5) years service, contributions will be continued to a maximum of two (2) years;
 - For employees who have completed five (5) years of service, but not fifteen (15) years, contributions will be continued to a maximum of four (4) years;
 - For employees who have completed fifteen (15) years of service, contributions will be continued to age 55.
- 4) Notwithstanding Item 1 of this Article, pension contributions are not payable for employees who are in their probationary period. Upon completion of probation the Company will make a retroactive payment for all hours paid retroactive to the date of hire.
- 5) The \$1 per hour contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends.

14.06 Such benefits and plans are necessarily qualified in their entirety by reference to the

underlying policies or contracts of insurance. The terms of any contract issued in respect hereof by an insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions. If the Company changes benefit carriers during the life of this agreement, the Company will insure that the negotiated benefits are maintained.

14.07 No grievance may be processed in support of a claim or dispute with respect to the aforesaid plans and the decision of the insurer or governmental agency involved will be final and binding upon the parties hereto and upon any employee affected thereby. Nothing contained herein shall prevent the employee or the Union from taking the matter up with the insurance company or governmental agency involved.

14.08 The Company agrees to pay employees up to two (2) hours at their straight time earnings rate for time taken to attend a medical examination required by the Company. This provision shall apply to seniority employees only.

14.09 In the event of a lay-off or plant closure, other than as a result of a strike or lockout, the Company shall provide coverage under the benefit programs outlined in this Article 14 for a period of ninety (90) days following the lay-off or plant closure. The foregoing provisions shall apply to all employees with three (3) or more years of seniority at the date of the lay-off or plant closure.

ARTICLE 15 - GENERAL

15.01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

15.02 BULLETIN BOARDS

The Company will provide a bulletin board for the convenience of the Union in posting notices of Union activity and Union educational material. All such notices must be signed by the proper officer of the Union and submitted to the Manager or his authorized representative for approval before being posted. With the exception of notices limited strictly to time, place and speaker, there shall be no posting of political matter. Furthermore, there shall be no posting of matter adverse to the Company or its management.

15.03 If any provision of this Agreement is in conflict with any existing or future provincial or federal law, such provision shall become inoperative, but the validity of the remainder of this agreement shall not thereby be impaired and shall remain in full force and effect.

15.04 MAINTENANCE/SKILLED TRADES

The Company's Trades Training Program shall remain effective during the life of this Agreement.

The Company and the Union have agreed to mutually work toward continued educational development programs which will enhance employees' development personally and professionally.

Successful incumbents will meet the skill requirements established for skilled trades as set forth under the Ministry of Skills Development and CpK Interior Products.

Upon successful completion of the training program if a position is not available, the employee will return to the last position held in line with his seniority.

- a) Whenever the company installs new equipment or machinery or modernizes existing equipment or machinery, the company shall provide an adequate training program for the operators and support staff of the craft or crafts

involved. There will be no expenses incurred by the employee.

15.05 Skilled Trades employees will be paid three hundred (\$300) dollars for tool allowance. Payment to be made on February 01 (1st) of each year on a separate cheque.

Skilled Trades shall mean:

- 1) Maintenance Mechanic/Millwright
- 2) Maintenance Fabricator
- 3) Industrial Instrument Electrician
- 4) Refrigeration/Air Conditioning Mechanic
- 5) Tooling Mechanics
- 6) Modular Tooling Specialists
- 7) Mould Repair
- 8) Mould Maker
- 9) Apprentices

15.06 SUBCONTRACTING

The Company will not employ outside contractors when, in its judgement, existing Facilities employees are available and capable of performing the work. The Company will not exercise its judgement in a biased or discriminatory manner.

15.07 EMPLOYEE INVOLVEMENT

The parties to this Agreement recognize that employee involvement at all levels of the organization is critical to the long term welfare of the Company. While employee involvement will be encouraged it shall in no way affect the Collective Agreement and/or grievance procedure contained herein.

ARTICLE 16 - WAGES

16.01 The wages set forth in Schedule “A” and “B” hereto shall represent the pay rates to be in effect during the life of this Agreement.

16.02 Employees hired prior to the Effective Date of this Agreement will continue to progress toward the full pay rate of the labour grade as outlined in Schedule A

16.03 Employees hired on or after the Effective Date of this Agreement shall progress toward the full pay rate of the labour grade as outlined in Schedule B

** - article 16.03 is not applicable to Skilled Trades within Labour Grades 15, 17, 19, 20, 21.

16.04 The Company will implement a direct deposit system for employee pay. Employee pay statements will be distributed during their regular shift on Thursday for day and afternoon shift employees and Friday for third shift employees. Employee pay statements will be in a sealed envelope.

16.05 In the event a grievance arises out of a new or changed standard, it shall be subject to the following grievance procedures:

- 1) When Management establishes a new standard or changes an existing standard on the job, the Union, if it does not agree with such standard after a period of not less than thirty (30) days nor more than forty-five (45) days after such new standard or change is put into effect, may, within the foregoing period file written grievance. A meeting will be held between the Company and the Union within five (5) days of receipt of such written grievance. The Company will give its written decision within three (3) days of such meeting.
- 2) If the Company's decision is not satisfactory to the Union, the Union shall, within five (5) days of receipt of the Company's decision, but not thereafter, file a request in writing that a joint study be made by a representative selected by the Company and an Industrial Engineer representative of the Union. The representative of the Company and the Union will jointly study the job and agree to a resolution of the grievance in writing. Each party shall bear the cost and expenses of the representative which it appoints.

ARTICLE 17 - DURATION

17.01 This Agreement shall become effective on the 25th day of January, 2013 and shall remain in full force and effect until the 31st day of January, 2017.

17.02 Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the 31st day of January, 2017.

17.03 Should the Company be sold at anytime during the life of this Agreement, the new Company will assume all responsibilities and honor all agreements.

DATED AT SCARBOROUGH, ONTARIO THIS ____ DAY OF _____,
20__ .

CPK INTERIOR PRODUCTS

UNITED STEELWORKERS AND ITS
LOCAL 889L

FOR THE COMPANY:

FOR THE UNION:

SCHEDULE 'A'

PAY RATES AND LABOUR GRADES

FOR EMPLOYEES HIRED PRIOR TO JANUARY 28, 2013

Labour Grade	Step 1 (Hire)	Step 2 (90 Days)	Step 3 (180 Days)	Step 4 (270 Days)	Step 5 (Merit)
11	16.74	17.36	18.01	18.64	19.51
12	17.14	17.79	18.48	19.19	20.05
15	18.30	19.04	19.82	20.56	21.66
17	19.09	19.95	20.78	21.56	22.58
19	19.94	20.79	21.66	22.58	23.72
20	20.35	21.22	22.17	23.18	24.32
21	20.76	21.66	22.65	23.64	24.80
99	17.81	18.06	18.26	18.51	
Skilled Trades:					
15	19.58	20.32	21.10	21.88	23.00
17	20.37	21.22	22.09	22.91	23.94
19	23.56	24.43	25.36	26.25	27.40
20	24.32	25.21	26.18	27.17	28.31
21	25.44	26.34	27.35	28.31	29.49

SCHEDULE 'B'

PAY RATES AND LABOUR GRADES

FOR EMPLOYEES HIRED ON OR AFTER JANUARY 28, 2013

Labour Grade	<u>Pay Rate</u>	<u>Pay Rate</u>	<u>Pay Rate</u>	<u>Pay Rate</u>	<u>Pay Rate</u>
	Hire Date	1st Year Anniversary	2nd Year Anniversary	3rd Year Anniversary	4th Year Anniversary
	(80% of Full Rate)	(85% of Full Rate)	(90% of Full Rate)	(95% of Full Rate)	(Full Rate)
11	15.61	16.58	17.56	18.53	19.51
12	16.04	17.04	18.05	19.05	20.05
15	17.33	18.41	19.49	20.58	21.66
17	18.06	19.19	20.32	21.45	22.58
19	18.98	20.16	21.35	22.53	23.72
20	19.46	20.67	21.89	23.10	24.32
21	19.84	21.08	22.32	23.56	24.80
99	14.81	15.73	16.66	17.58	18.51
Skilled Trades					
15	23.00	23.00	23.00	23.00	23.00
17	23.94	23.94	23.94	23.94	23.94
19	27.40	27.40	27.40	27.40	27.40
20	28.31	28.31	28.31	28.31	28.31
21	29.49	29.49	29.49	29.49	29.49

SCHEDULE 'C'

STATUTORY AND DESIGNATED HOLIDAYS

Holiday	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
New Year's Day		January 1	January 1	January 1	January 2
Good Friday	March 29	April 18	April 3	March 25	
Easter Monday	April 1	April 21	April 6	March 28	
Victoria Day	May 20	May 19	May 18	May 23	
Canada Day	July 1	June 30	July 3	July 1	
Labour Day	September 2	September 1	September 7	September 5	
Thanksgiving Day	October 14	October 13	October 12	October 10	
Christmas Period	December 23 December 24 December 25 December 26 December 27 December 30 December 31	December 24 December 25 December 26 December 29 December 30 December 31	December 24 December 25 December 28 December 29 December 30 December 31	December 26 December 27 December 28 December 29 December 30	



128 Peter Street, P.O. Box 300
Port Hope, Ontario L1A 3W4
Phone: 905-885-7231

LETTER OF UNDERSTANDING # 1

January 1, 1999 (Renewed January 25, 2013)

United Steelworkers
AFL-CIO-CLC, Local 889
Attention: Bargaining Committee

Maintenance Policy

Dear Sirs and Mesdames:

During the 1998 negotiations, the parties discussed how Maintenance Mechanic/Millwrights transfer within the classification to the various jobs that may from time to time exist. To clarify the intention of the parties, it is agreed that when a vacancy arises within the aforementioned classification, existing Maintenance Mechanic/Millwrights will have the opportunity to move into the vacancy on the basis of seniority, providing they are able to satisfactorily perform the work that is to be done. Employees' attendance and performance records will be taken into account in this selection.

The resulting opening created from the process described above will be bid in accordance with Article 8.10 (a).

Yours very truly,

CPK INTERIOR PRODUCTS

Liz Phillips
Human Resources Manager



128 Peter Street, P.O. Box 300
Port Hope, Ontario L1A 3W4
Phone: 905-885-7231

LETTER OF UNDERSTANDING #2

United Steelworkers
AFL-CIO-CLC, Local 889
Attention: Bargaining Committee

Dear Sirs and Mesdames:

Re: Absentee Pool Employees

The Company may utilize an Absentee Pool of temporary part-time personnel in the Labour Grade 99 classification. With the exception of the initial training/orientation period, Absentee Pool employees will be used to cover for the absences of full-time employees only. However, the Company may utilize Absentee Pool Employees for 40 hours in a workweek for the purpose of replacing employees on an approved vacation consistent with Article 11.05 or for the replacement of an employee on an approved 40 hour vacation consistent with Article 10.03 – Vacation Lieu Time.

The pool will have a maximum number of participants equal to 10 percent of the full-time workforce. Participants will consist of:

1. Regular full-time employees on indefinite lay-off who elect to participate in the absentee pool;
2. Part-time employees as defined in Article 1.01.
3. Such employees shall be paid at a rate of \$14.50 per hour.

In the event of a temporary layoff, full-time employees will be canvassed as to their availability for temporary work. Full-time employees who place their names on the temporary work list will be called in, as needed, on their requested shift providing they are qualified to perform the work available. Such employees are expected to be available for call-in during the following times: 1st shift (6-8:00 am); 2nd shift (2-4:00 pm); 3rd shift (10:00 pm – 12:00 am) and report to work promptly when called. An employee's name will be removed from the temporary work list if he/she is unavailable for work on two occasions during the duration of the layoff. No Absentee Pool employees will be utilized when permanent employees, who are

on the temporary work list, are available, willing, and qualified to do the work.

For absentee coverage required on weekends, the Company will make a reasonable effort to contact full-time employees who are qualified to perform the work available. If this effort is not successful, absentee pool employees may be utilized.

On a weekly basis, the Union will receive an accurate list of Absentee Pool employees as well as records of hours worked each week.

Yours very truly,
CPK INTERIOR PRODUCTS

Liz Phillips
Human Resources Manager



128 Peter Street, P.O. Box 300
Port Hope, Ontario L1A 3W4
Phone: 905-885-7231

LETTER OF UNDERSTANDING #3

December 4th, 2009

United Steelworkers
AFL-CIO-CLC, Local 889
Attention: Bargaining Committee
Dear Sirs and Mesdames:

Re: Workplace Closure Agreement

The parties wish to set out the terms and conditions relating to a potential plant closure of the Port Hope Facility and termination of employees.

The parties agree that any obligation will come into effect upon the announcement of the Plant Closure.

The parties agree that for the purposes of this Agreement, the term “plant closure” shall be defined as the cessation in whole or in part (which constitutes a reduction of more than 50% of staff) of manufacturing or production at the Port Hope facility.

Therefore the parties agree as follows:

1. It is agreed that it is in the best of interests of both parties that the historic cooperation between management and employees continues as long as the Port Hope Facility remains open. The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees at its Port Hope Facility as outlined in the Collective Agreement.
2. The Company will pay to each employee a lump sum severance payment upon layoff in accordance with the Employment Standards Act, 2000 upon each individual’s layoff provided such individual has waived recall rights.
3. The calculation of severance pay will be pro-rated as outlined in the Employment Standards Act, 2000 and such payment will be subject to all applicable deductions.
4. Employees will have the option of transferring the severance payment to which they are entitled or part thereof, to their personal RRSP consistent with legal requirements.
5. The Company agrees that wherever possible, it will provide the Union and the employees with six months notice of the Plant Closure unless the customer fails to provide the Company with such notification.

6. During the closure process employees will be laid off in accordance with the Collective Agreement.
7. If it is necessary to eliminate jobs during the statutory notice period, the Company will make payment for the remaining time of the notice period in lieu of notice.
8. Employees who provide one week's written notice of resignation during their notice period, will be entitled to receive their severance pay in accordance with the Employment Standards Act, 2000. These employees will not be eligible for any other benefits as contained in this Agreement or otherwise.
9. The Company will maintain the current group insurance benefits of each employee for a period of 90 days following their layoff.
10. Employees have the option of converting life insurance within thirty-one (31) days of the exhaustion of the Company covered benefits subject to the conditions of the benefit plan.
11. Employees currently receiving benefits under WSIB or STD will continue to receive such benefits as long as they remain eligible; however, all STD payments and coverage shall cease 90 days from the date of the Plant Closure. Eligibility will continue to be governed by the applicable governmental agency or the insurer in the same manner as it has been determined in the past. These Employees will be eligible to receive severance pay in accordance with this agreement.
12. The Company agrees to cooperate with WSIB and the Union to ensure that employees who are accommodated as a result of a workplace injury, accident or disease are provided with the benefit of WSIB which may include Labour Market Re-entry Program provided that the individual employee is eligible.
13. The Company agrees to pay out any vacation accrued but unused as of the announcement of the Plant Closure.
14. Employees who require time off to attend a job interview will be granted a reasonable period of time on an unpaid basis to attend such interview.
15. The Company shall provide such assistance (by way of in kind donations) as it is able to with respect to the Job Action Centre.
16. The parties agree that this Agreement is enforceable through the grievance and arbitration procedure outlined in the Collective Agreement.

Yours very truly,
CPK INTERIOR PRODUCTS

Liz Phillips
Human Resources Manager



128 Peter Street, P.O. Box 300
Port Hope, Ontario L1A 3W4
Phone: 905-885-7231

LETTER OF UNDERSTANDING #4

December 4th, 2009

United Steelworkers
AFL-CIO-CLC, Local 889
Attention: Bargaining Committee

MEMORANDUM OF UNDERSTANDING RE: WORLD CLASS MANUFACTURING

The Parties recognize the significant need for and the opportunity associated with the implementation of a world-class business model, especially as it relates to Port Hope's manufacturing activities.

Pending approval of the World Class Manufacturing (WCM) Association in Turin, Italy, and the acquisition of the Port Hope facility of CpK Interior Products by Chrysler Group LLC, WCM will be implemented at the Port Hope facility.

The objective of WCM is to improve the performance of the Corporate Operating System to a level of excellence able to achieve World Class competitiveness. This objective can only be achieved through wide-scale people development and an organization able to:

- attack all types of waste and loss
- involve all those who operate at all levels of the organization
- apply methods and tools rigorously
- deploy and standardize the results achieved.

Achievement of this objective will require full implementation and immediate commitment to be fully operational as required by Chrysler or the WCM Association.

In addition, WCM is based on important, challenging principles:

- it is introduced and deployed top down with the constant commitment of the management
- it is based on the constant, widespread contribution of all those who work at the company (and not consultancy driven)
- it is a way of working (and not a project)
- it is reinforced and developed with the involvement of all concerned
- it requires methods, tools, standards and rigorous application of these
- it results in the setting up of a visible, transparent system
- it is effective as it aims to 'keep it simple'

Pending the approval of Fiat and Chrysler, the Parties agree to fully implement the principles of World Class Manufacturing, including, but not limited to

- **Team based structure** – 2 non-skilled labour classifications (Team Member and Team Leader). All job postings and overtime equalization will be Team based.
- **Team member rotation** – Team Members rotate on a regular and recurring basis.
- **Autonomous activities** – Performed by Team Members including cleaning, lubrication, inspection and re-tightening as required, both inside and outside the work cells.

The Parties agree that these key principals will be implemented notwithstanding any conflicting elements of the collective agreement.

Yours very truly,
CPK INTERIOR PRODUCTS

Liz Phillips
Human Resources Manager



128 Peter Street, P.O. Box 300
Port Hope, Ontario L1A 3W4
Phone: 905-885-7231

LETTER OF UNDERSTANDING # 5

January 25, 2013

United Steelworkers
AFL-CIO-CLC, Local 889
Attention: Bargaining Committee

Dear Sirs and Mesdames:

LUMP SUM PAYMENTS

During the 2013 negotiations the Company agreed to pay \$1,250 Lump Sums in each year of 2013, 2014 and 2015 to active and inactive full-time employees who performed work for the company in the respective payment year. Payment of this lump sum will be made prior to the Christmas shut down period in December 2013, December 2014, and December 2015.

Yours very truly,

CPK INTERIOR PRODUCTS

Liz Phillips
Human Resources Manager