

Agreement

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U.P.	93	04	01
TOTAL	95	03	31
between:			
No. OF EMPLOYEES	108		
SO RE EMPLOYÉS	SE		



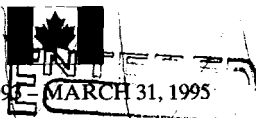
SIMMONS

SIMMONS CANADA INC.
Ontario Division

and the

CAW  TCA
CANADA

**NATIONAL AUTOMOBILE,
AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS UNION OF CANADA
AND ITS LOCAL 513**



APR 28 1994

0105905

THIS COLLECTIVE AGREEMENT made and entered **into** this 16th day of **July** 1993
BETWEEN:

NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS UNION OF CANADA (C.A.W. /T.C.A.)
AND ITS LOCAL 513

(Hereinafter called the "Union")

and

SIMMONS CANADA INC.

(Hereinafter called the Company)

ARTICLE I- RECOGNITION

1.01 The Company recognizes the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (C.A.W.) and its Local 513, as certified by the Ontario Labour Relations Board, as the exclusive bargaining agent for all its employees in Peel Region, Ontario, save and except Foremen, persons above the rank of Foremen, office and sales staff.

In the event the Company should relocate the present Bramalea plant within 100 kilometres, it will recognize the Collective Agreement and the Union at such new location.

ARTICLE II -RELATIONSHIP

2.01 The parties agree that there will be no discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members with respect to any employee because of his race, colour, nationality, or sex, on account of religious or political affiliations, or because of his membership or non-membership in the Union.

2.02 All reference to female or male gender in this Agreement will be read as applying to the opposite gender where the context would apply.

2.03 The Union agrees that there will not be any Union

activities or business conducted on the premises of the Company except as permitted by this Agreement or with the permission of the Manager.

ARTICLE III - MANAGEMENT FUNCTIONS

3.01 The Union acknowledges and agrees the Company shall continue to reserve all the rights, power and authority to manage its plant and business and to direct the working forces except as otherwise abridged or surrendered by the express provisions of this Agreement. Without restricting the generality of the foregoing, the exercise of such rights by the Company shall include but not be limited to:

- (a) to maintain order, discipline and efficiency:
- (b) to hire, direct, discharge, classify, transfer, layoff, recall and suspend or otherwise discipline employees except that a claim by an employee that he has been discharged or disciplined without reasonable cause or improperly classified, transferred, laid off or recalled may be the subject of a grievance and dealt with in accordance with the grievance procedure
- (c) to make, enforce and revise from time to time rules and regulations relating to discipline, safety and the general conduct of employees.
- (d) to determine the number of personnel required from time to time, the standard of performance of employees, the schedules of work, including the schedules of overtime work to be performed, schedules of vacations, the services to be performed and methods, procedures, machinery and equipment in connection therewith, the engineering and designing of products, the control of materials and parts to be incorporated in the products to be produced, and the extension, limitation, curtailment or cessation of operations.

3.02 Company agrees that these functions will not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE IV - STRIKES AND LOCKOUTS

4.01 The Union and the Company agree that during

the term of this Agreement there will be no strike or lockout. The words "strike" and "lockout" shall have the meanings ascribed to them in the Labour Relations Act (Ontario).

ARTICLE V - REPRESENTATION

5.01 (a) The Company acknowledges the right of the Union to appoint or otherwise select a group of four (4) Stewards from which a Plant Committee, comprising three (3) members only, otherwise known as the Union Grievance Committee will be formed. The Grievance Committee will be composed of a Chief Steward, a Deputy Chief Steward and an Interpreter when required. In the absence of one of the above, the Union may appoint a substitute. Each member of this Committee shall have at least (3) months seniority with the Company and shall be regular employees of the Company during their time of office. The said Committee will cooperate with the Company in the administration of this Agreement.

5.01 (b) In the event of the day work force increases beyond 120 employees (excluding employees on indefinite layoff), the Union may appoint an additional Steward for each additional forty (40) employees or more:
eg. 120 - 160 employees = 5 Stewards,
160 - 200 employees = 6 Stewards.

5.01 (c) In the event the Company establishes an afternoon or night shift, the Union may appoint additional Stewards on that (those) shift(s) on the basis of one (1) Steward for every forty (40) employees on the shift:
eg. 0 - 40 employees = 1 Steward,
40 - 80 employees = 2 Stewards Etc.

5.02 The names of the Chairman and members of the Plant Committee from time to time selected shall be given to the Company in writing and the Company shall not be required to recognize any such Steward or Committeeman until it has been notified in writing by the Union of the name of same.

5.03 The Company agrees to post notices of changes

in Supervisory staff and to provide the Union with a copy of the notices.

5.04 The Union agrees that the Stewards have their regular duties to perform on behalf of the Company and they will not leave their regular duties without first receiving permission from their Foremen. Such permission will not be unreasonably withheld.

5.05 The Company will pay for the time lost by Stewards at their base rate plus indirect bonus while performing their duties in accordance with this Agreement.

5.06 The Company acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than four (4) employees and will recognize and deal with the Committee with respect to any matter which properly arises from time to time during the term of this Agreement, and will pay the members of this Negotiating Committee at their base rate plus indirect bonus for time spent during normal working hours in negotiations or in the interpretation of this Agreement.

ARTICLE VI - GRIEVANCE PROCEDURE

6.01 (a) FIRST STAGE - It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his Foreman an opportunity to adjust the complaint. If an employee has a grievance, he will present his grievance, verbally, to his Foreman with the assistance of the Department Steward if the employee so desires, within seven (7) working days of the circumstances giving rise to the grievance. The Foreman will give his answer, verbally, within seven (7) working days. Where more than three (3) persons have the same grievance, it will be treated as a Policy Grievance. If the grievance is not settled at this stage, it shall be reduced to writing and processed to the second stage by the Grievance Committee.

6.01 (b) SECOND STAGE - Failing satisfactory settlement under Stage One, the Grievance Committee may

- within five (5) working days of receipt of the answer of the Foreman, refer the grievance to the Manager of the Company or his nominee. The meeting with the Manager or his nominee shall take place within five (5) working days following referral of the grievance to the Manager with a view of settling the grievance. At this meeting a fulltime representative of the Union may attend if his presence is requested by either party. It is also understood that the grievor may be present at this meeting. The Manager of the Company, or his nominee, shall give his answer in writing to the Union within five (5) working days following the day of such meeting.

6.02 The Company shall have the right to lodge a grievance with the Union relating to the conduct of the Union or any Union representative, or the conduct of the employees, or concerning the application or interpretation of any provision of this Agreement. The grievance shall first be presented in writing to the Union within five (5) working days of the circumstances giving rise to the grievance and a meeting will be held within one (1) week between representatives of the Company and the Union and the grievance shall be answered in writing by the Union within one (1) week of such meeting.

6.03 The Union shall have the right to lodge a grievance with the Company relating to any Company policy or concerning the application or interpretation of any provision of this Agreement, provided such grievance could not have been lodged by an individual employee under the normal procedure set out above. The grievance shall first be presented in writing to the Company within seven (7) working days of the circumstances giving rise to the grievance and a meeting will be held within one (1) week between representatives of the Company and the Union and the grievance shall be answered in writing by the Company within one (1) week of such meeting.

6.04 Failing settlement under the grievance procedure of any grievance which concerns the interpretation, administration or alleged violation of the Agreement, the grievance may be referred by either party to a Board

of Arbitration as provided in Article VII below. If no written request for Arbitration is received within fifteen (15) working days after the final decision is given under the Grievance Procedure, it shall be deemed to be settled or abandoned. The Union may extend the fifteen (15) working days for an additional five (5) days provided they notify the Company in writing, prior to the expiry of the initial fifteen (15) day period, that the extension is necessary.

ARTICLE VII – ARBITRATION

7.01 No matter shall be submitted to Arbitration which has not been properly carried through the appropriate stages of the Grievance Procedure.

7.02 (a) Both parties to this Agreement agree that in a grievance concerning a discharge or discipline case a Sole Arbitrator may be used.

7.02 (b) Both parties agree that in a grievance concerning interpretation of the Agreement, the matter would be referred to a Board of Arbitration.

7.03 The Board of Arbitration will comprise one person appointed by the Company, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.

7.04 Within forty-eight (48) hours of the request by either party for a Board, each party shall notify the other of the name of its appointee.

7.05 Should the person chosen by the Company to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned above, the Minister of Labour of the Province of Ontario will be asked to nominate a Chairman.

7.06 The decisions of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.

7.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any **existing provisions**, nor **to give any decision inconsistent** with the terms and provisions of this Agreement.

7.08 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the Chairman.

7.09 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE VIII -DISCHARGE

8.01 A claim by an employee that he has been discharged without reasonable *or* just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Manager or his delegate within seven (7) working days after the employee is discharged. The grievance will commence at the Second Stage of the Grievance Procedure.

It is understood that probationary employees may be discharged for reasons less serious than for employees who have completed probation.

8.02 Such special grievance may be settled under the Grievance and Arbitration Procedures by:

- (a) confirming the employee's dismissal;
- (b) reinstating the employee with full compensation for the time lost; or
- (c) by any other arrangements which are reasonable within the opinion of the conferring parties.

8.03 After discharge or suspension of an employee without notice an opportunity will be given the employee to interview his Steward for fifteen (15) minutes prior to leaving the plant, except where the circumstances resulting in discharge or suspension are of a violent nature.

8.04 Disciplinary records will be valid for an established period of time and may not be relied upon for subsequent disciplinary actions beyond this period. The valid time periods are: Verbal and Written Warnings - 9 months, Suspensions - 12 months.

ARTICLE IX - SAFETY

9.01 The Company shall make reasonable provision for the safety and health of its employees. The Union will cooperate with the Company in maintaining good working conditions and will assist in the observance of safety rules. To further these aims, the Union will appoint two (2) members to work jointly with two (2) members of Management on Plant/Office Health and Safety Committee. The Committee will meet monthly, unless otherwise mutually agreed to, to discuss any unsafe working conditions and equipment and will make recommendations to the Company for corrective measures. The Company and the Union will comply with all requirements of the Ontario Occupational Health and Safety Act. Safety inspections will be conducted monthly.

9.02 In the event of a serious accident in the Plant, one member of the Union Plant/Office Health and Safety Committee will be able to view the scene along with the Company.

9.03 The Union and the Chief Steward will receive a copy of all Workers' Compensation Accident Reports (Form VII).

9.04 Injured workers to receive remainder of shift pay when unable to finish shift due to Workers' Compensation Board injury.

9.05 The Company agrees to provide clear lens Safety Glasses at no cost to the employee when required on the recommendation of the Plant/Office Health and Safety Committee. Also, the Company will pay for prescription lenses when required on the understanding that should the employee leave within one (1) year, the Company will be reimbursed.

9.06 The Company and the Union agree to promote and encourage the wearing of Safety Boots throughout the Plant. Effective upon the ratification of this agreement the Company agrees to **pay up to eighty (\$80.00)** dollars annually upon proof of purchase. The Company agrees to pay for a second pair of work shoes, in Company designated areas or where damaged in the workplace.

9.07 The Plant/Office Health and Safety Committee shall be informed of all lost time accidents. Investigations will be performed promptly by Department Supervision on these accidents and will be made available to members of the Committee. A Union representative will be entitled to be present at investigations.

9.08 The Company agrees to grant a paid leave of absence for one (1) employee from either the Plant or Office bargaining units, to take the Certification Training, three (3) weeks and three (3) days.

ARTICLE X – SENIORITY

10.01 Newly hired employees shall serve a probationary period of forty-five (45) actual days worked in an eighteen (18) week period. Upon completion of the probationary period, a new employee shall have his seniority dated back forty-five (45) working days.

10.02 Seniority shall mean an employee's length of service with the Company after completion of the probationary period. An employee shall maintain and accumulate seniority unless such seniority is lost under conditions as set out in Article 10.09.

10.03 In all cases of layoffs, promotions, downgrading or upgrading, length of service shall govern. It is the Company's intent to train the most senior employees, so during slower production periods, these employees will not be laid off. To assist in this task, a Committee will be formed with two (2) members from each side. The committee can then decide on the following Issues:

- 1) a schedule for training
- 2) a catalogue of skills for employees
- 3) where we can train
- 4) any other training

It is understood, employees who have more seniority and are qualified to bump a junior employee will do so at time of layoff. Where employees have seniority but not qualifications, the Company will provide training.

10.04 It is understood that should an employee decide to bump an employee in his department or another department (as per 10.03 above), the employee can only exercise this privilege *on* one occasion per lay-off.

10.05 When layoffs are necessary, all part-time and probationary employees shall be laid off first. The probationary period is forty-five (45) days worked.

10.06 When recalling employees to work after a lay-off, they shall be recalled in the inverse order in which they were laid off, that is, the laid off employees with the longest length of service will be recalled first. If the senior employee recalled is not qualified for the position he is recalled to, training will be provided.

10.07 Before new employees are hired, consideration shall be given to the employment of employees who are **on** layoff and are still subject to recall. The senior employee on layoff will be trained.

10.08 Management shall provide the Union at the signing of this Contract with a seniority list giving the length of service of each employee and shall revise said list at six (6) month periods throughout the Contract year. One copy of such list shall be posted on the Bulletin Boards and one copy shall be mailed to the Union Office. The Company will also provide addresses, classifications and rates of pay of all bargaining unit employees to the Union and Chief Steward.

10.09 Any employee will lose his seniority rights under this Agreement and be considered as a new

employee if he voluntarily leaves his employment with the Company; or if he is discharged; or if he has been laid off for a period of fifteen (15) months; or if he is laid off for a period of less than fifteen (15) months and fails to return to work or to give in writing valid reasons for his inability to do so within seven (7) days of the date he has been requested by the Company in writing to return to work and will return to work five (5) days after notifying the Company of his intention to return to work; or if he overstays a leave of absence granted by the Company in writing without securing an extension of such leave; or if he absents himself from his work for more than three (3) days without securing leave of absence or without producing evidence of a sufficient reason satisfactory to the Company.

10.10 The Negotiating Committee, the Grievance Committee and the Shop Stewards of Union, during their term of office in the Union, and the Lead Hands, shall head the seniority list in their respective departments. This clause will only apply in the case of layoffs.

10.11 A vacancy in a permanent job or an additional job occurring in a department shall be posted plantwide on all bulletin boards for a period of three (3) working days. Copy of this posting to be supplied to the Secretary of the Union. In the interest of efficiency, the Company shall consider in order of seniority, and base its selection thereon. In filling these vacancies, or making promotions, seniority shall prevail. The Company will provide training needed for the job. Employees will be allowed two (2) job postings in a six (6) month period. The Union is to receive the name of the successful candidate and his classification.

10.12 A vacancy in a permanent job may be filled temporarily for a total period not exceeding thirty (30) calendar days while the posting is being filled.

10.13 It is understood and agreed that the Company has the right to reassign employees to suit operating requirements.

Where a reassignment is necessary, the Company will

reassign the most junior qualified employee first and so on. Where there are no qualified employees, the Company will reassign the most qualified employee first and so on. When the Company reassigns an employee to another incentive job, that employee will earn no less than his/her new base rate plus 20% of an incentive job.

No work assignment will be for any period over thirty (30) calendar days. After thirty (30) calendar days, the job must be posted and filled.

10.14 The company and the Union agree that employees who leave the bargaining unit to take employment with the Company outside the bargaining unit, will be treated in the following manner:

- (1) Should the employee in question return to the bargaining unit within six months, he will be returned with full seniority credits.
- (2) Should the employee in question not return within six months he may be returned to the bargaining unit as a new employee. However, the Company agrees that for the purposes of vacation and benefit credits, the employee in question will retain his service credits with the Company.

10.15 It is understood that training in Sections 10.03, 10.06, 10.07 and 10.11 are subject to performance in accordance with the Company learning curves.

ARTICLE XI - STATUTORY HOLIDAYS

11.01 Each employee who has completed his probationary period and who is not required to work on any of the following days shall receive payment at his base rate for the regularly scheduled hours of work on which the holiday is celebrated provided that the employee works the regular day before the holiday and the regular day after the holiday unless authorized by the Company, in writing, to be absent on either or both such days:

1993 Year

Good Friday	- Apr. 9	Day before Christmas	- Dec. 24
Victoria Day	- May 24	Christnias Day	- Dec. 27
Canada Day	- Jul. 1	Boxing Da,	- Dec. 28

Civic Holiday - Aug. 2	Floater	- Dec. 29
Labour Day - Sept. 6	Floater	- Dec. 30
Thanksgiving - Oct. 11	New Year's Day	- Dec. 31

1994 Year

Good Friday - Apr. 1	Day before Christmas	- Dec. 26
Victoria Day - May 23	Christmas Day	- Dec. 27
Canada Day - Jul. 1	Boxing Day	- Dec. 28
Civic Holiday - Aug. 1	Floater	- Dec. 29
Labour Day - Sept. 5	Floater	- Dec. 30
Thanksgiving - Oct. 10	New Year's Day	- Jan. 2/95

11.02 If an employee is requested by the Company to work on any of the foregoing holidays, he will be paid at time and one half for the time worked plus the statutory holiday pay.

11.03 If a statutory holiday should fall during the week any employee is on their vacation, additional pay, but not additional time off, will be granted on the basis of above. However, when requested by an employee, the Company agrees to give the lieu day off with pay where the holiday falls while the employee is on vacation provided the day granted is at a time convenient to the Company. Statutory holidays which arise during a period of sickness shall be paid limited to a period of thirteen (13) weeks, subject to conditions and upon written proof to the Company by a Doctor's Certificate.

ARTICLE XII - SHIFT DIFFERENTIALS

12.01 The Company will pay seventy (70) cents per hour for all hours worked after 3:10 p.m.

ARTICLE XIII - WAGE SCHEDULE

13.01 Appended hereto and forming part of this Agreement is Appendix "B" - Wage Schedule - which outlines the classifications of work and hourly rates in effect as of the date of signing this Agreement.

13.02 If, during the life of this Agreement, any new occupational classifications are established or current occupational classifications are revised by the Company,

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the Union will be advised of such occupational classifications and the rates of pay will negotiated with the Union prior to implementation. Once the Union has been advised, the classifications and the rates will form part of Appendix "B" for the duration of the Agreement. The Union may file a grievance under the provisions of Article VI in the event that the Union does not agree with the rate of pay established by the Company.

13.03 Nothing stated herein shall prevent the Company from hiring at a rate higher than the established starting rate because of skill, etc., nor shall it restrict the upgrading of an employee in any way.

13.04 Appended hereto and forming part of this Agreement is Appendix "C" - Productivity Plan.

ARTICLE XIV - DEDUCTION OF UNION DUES

14.01 During the life of this Agreement, the Company agrees to deduct the amount of Union dues from each employee covered by this Agreement. Deduction of these dues will commence from the date of employment, but has no effect on the probationary status of newly-hired employees. The Company will remit such deductions to the Union by cheque at the address shown in this Agreement within twenty-five (25) days from date of deduction. The sums so deducted from non-members of the Union shall be treated as their contribution toward the expenses of the Union.

14.02 it is understood that the Union will indemnify the Company and save it harmless from any and all claims which may be made to it by any employee for amounts deducted as herein provided.

ARTICLE XV - JURY AND CROWN WITNESS LEAVE

15.01 When an employee is summoned to, and reports for jury or crown witness duty, he shall be paid the difference between the daily amount received for jury or

crown witness service and his straight time hourly rate plus indirect bonus that he otherwise would have received for work which he did not perform. The **employee will present proof of service and attendance** and the amount of pay received.

ARTICLE XVI - BULLETINBOARD

16.01 The Company will provide a bulletin board in a satisfactory location in the shop for the convenience of the Union in posting notices of Union Meetings. **All** such notices must be signed by an authorized officer of the Union and submitted to the Manager and/or his authorized representative for approval before being posted.

ARTICLE XVII - REST PERIODS

17.01 There shall be a fifteen (15) minute rest period assigned by the Company during the first four (4) hours of an employee's regular shift and also during the last four (4) hours of an employee's regular shift,

17.02 Five (5) minutes wash-up time will be provided for each employee at the end of the day's work.

17.03 There will be a ten (10) minute rest period before the start of overtime during the week when the overtime will be of two (2) hours duration or greater.

ARTICLE XVIII - HOURS OF WORK AND OVERTIME

18.01 (a) The normal hours of work will be eight (8) hours per day Monday through Friday inclusive, representing a normal work week of forty (40) hours per week. It is understood that this shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever.

18.01 (b) It is understood and agreed that the normal daily hours of work specified in 18.01 (a) above may, by mutual agreement of the parties, be increased to nine (9) hours during certain periods of the year in order to allow employees to enjoy the extended weekend provid-

ed that the normal weekly hours do not exceed forty (40) as provided herein.

18.01 (c) Shifts other than the day shift will have the hours of work scheduled so that they do not exceed forty (40) hours per week.

18.02 (a) Authorized work performed in excess of eight (8) hours per day and all work performed on Saturday shall be paid at the rate of time and one-half an employee's regular rate. Authorized work performed on Sunday shall be paid double an employee's regular rate. The requesting of overtime shall only be done by supervisory personnel.

18.02 (b) It is understood and agreed where 18.01 (b) is applicable that the time and one-half premium will be after nine (9) hours per day and after four (4) hours on Friday.

18.02 (c) Authorized work performed in excess of the scheduled shifts referred to in 18.01 (c) shall be paid at the rate of time and one-half the employee's base rate,

18.03 (a) Overtime shall be on a voluntary basis to be arranged between the employee and the Company. It is understood that the employee shall make every effort to perform overtime work when required.

18.03 (b) When an employee is not advised of the requirement to work overtime by the end of the shift of the previous day, he shall receive eight dollars (\$8.00) supper money if the overtime exceeds two (2) hours.

18.03 (c) Overtime if required shall be divided as equitable as practicable among qualified employees normally performing the work involved. On the basis of not getting enough employees to work overtime from the employees normally performing the work involved, the Company would have no objection to maintaining a rotating seniority list based on Departmental Seniority. A department would comprise all people who report to a Foreman. After asking employees who normally per-

form the work, the Foreman would ask the top employee on the departmental seniority list provided he could do the job, to work overtime. The next time, the overtime would be offered to the next employee on the list.

18.04 Any employee who reports for work as usual and is sent home because no work is available shall be paid (4) hours at his group rate provided such lack of work is not caused by an Act of God or any other event beyond the control of the Company.

ARTICLE XIX - VACATION WITH PAY

19.01 The basis for vacation pay will be on the gross annual earnings in the twelve (12) months from May 1st to the following April 1st, 1993 immediately preceding the employee's vacation. Effective April 1, 1989 vacation with pay for all employees covered by this Agreement shall be granted on the following basis:

- (a)** Employees with less than one (1) year seniority, as of April 30th of the vacation year, shall have their vacation pay calculated and granted in accordance with the requirements of the Province of Ontario Employment Standards Act.
- (b)** Employees with one (1) year or more seniority, as of April 30th of the vacation year, will be entitled to two (2) weeks vacation with pay, such pay being equal to 4% of the total pay of the employee in the year for which the vacation is given.
- (c)** Employees with four (4) years or more seniority, as of June 30th of the vacation year, will be entitled to three (3) weeks vacation with pay, such pay being equal to 6% of the total pay of the employee in the year for which the vacation is given.
- (d)** Employees with nine (9) years or more seniority, as of June 30th of the vacation year, will be entitled to four (4) weeks vacation with pay, such pay being equal to 8% of the total pay of the employee in the year for which the vacation is given.
- (e)** Employees with eighteen (18) years or more seniority, as of June 30th of the vacation year, will be entitled to five (5) weeks vacation with pay, such pay being equal to 10% of the total pay of the

employee in the year for which the vacation is given.

- (f)** Employees with twenty-five (25) years or more seniority, as of June 30th of the vacation year, will be entitled to six (6) weeks vacation with pay, such pay being equal to 12% of the total pay of the employee in the year for which the vacation is given.

19.02 Not less than one-third (1/3rd) of employees entitled in each year to take three (3) weeks holidays shall be entitled to take three (3) consecutive weeks; right of selection to be determined by rotating Vacation Seniority List based on Departmental Seniority.

19.03 All two (2) week vacations shall be granted during the summer months, unless mutually agreed to by the employee and the Company that the said vacation period be taken at a time not specified in the Agreement.

19.04 If the gross annual earnings in the twelve (12) months from May 1st to the following April 30th immediately preceding vacation time of any employee are abnormally low because of unavoidable absence due to illness during this period the Company will compute his vacation pay on the basis of the hours of work week in effect times his base hourly rate for each holiday week he is entitled to. It is understood that employee must have worked a minimum of 500 hours during the vacation year to be entitled to the make up of vacation pay.

19.05 Other than an employee who is discharged for cause and who will be paid vacation pay under the provisions of the Ontario Employment Standards Act, all employees who cease to be employed by the Company before they receive paid vacation pay under the provisions of the Ontario Employment Standards Act, will receive their vacation pay proportionate with the basis set out as above.

19.06 The Company agrees to post notice by April 1st in each year setting out the dates of the summer shutdown, if any.

19.07 Employees will have from January 1st to March 31st of the following year to take unused vacation. Vacation that is not used will not be carried forward or paid. If extreme absence (3 months or more) occurs during the year, vacation pay will be paid without taking vacation.

ARTICLE XX - HEALTH AND WELFARE

20.01 The Company agrees to pay the following Health and Welfare benefits as set out below for all employees covered by this Agreement after they have completed the probationary period.

20.01 (a) 100% of the cost of the Major Medical Plan including a drug card plan, with a thirty-five (\$0.35) cent employee paid deductible per prescription, which provides reimbursement for:

- prescription drugs
- semi-private hospital room
- out-of-province expenses
- prescription glasses - \$15.00 for frames and full cost of lenses once every 24 months (12 months for dependent children)
- plus a wide range of medical expenses (please see benefit booklet)

20.01 (b) 100% of the cost of the Life, Dependent Life and Accidental Death and Dismemberment plans providing:

Effective August 1, 1993

- \$27,500 for employee (life and AD&D)
- \$ 5,000 for spouse (life and AD&D)
- \$ 5,000 for child (life and AD&D)

Effective April 1, 1994

- \$30,000 for employee (life and AD&D)
- \$ 7,500 for spouse (life and AD&D)
- \$ 7,500 for child (life and AD&D)

20.01 (c) 100% of the cost of the Weekly Indemnity Benefits providing first day accident, first day hospital in-patient, out-patient surgery, and surgery not performed in hospital from first day coverage and fourth day sickness for a period of thirty (30) weeks effective April 1, 1988; two thirds (2/3's) of the employee's weekly earnings up to the U.I.C. maximum benefit.

20.02 The company agrees to pay for 100% of the cost of Dental Care Basic Plan and Riders Nos. 1 and 2 and 60% cost of restorative benefits on the current C.D.A. schedule.

20.03 In the event of a layoff Major Medical and Dental Care will be maintained until the end of the month in which the employee is laid off.

20.04 The Company will provide a Long Term Disability (L.T.D.) Plan for all employees. Employees will be eligible for the L.T.D. plan after their probationary period ends. The L.T.D. plan will be paid for at the rate of 100% by the employee.

ARTICLE XXI - BEREAVEMENT

21.01 Provided an employee has completed his probationary period, in the event of death of the Mother, Father, Spouse or Child, an employee shall be allowed up to five (5) consecutive calendar days absence, without loss of pay.

In the event of death in the immediate family, an employee shall be allowed up to three (3) consecutive calendar days of absence, without loss of pay. The term "immediate" shall be deemed to include Brother, Sister, Mother-in-Law, Father-in-Law Brother-in-Law, Sister-in-Law or Grandparents of the employee. An employee would also be allowed one (1) day leave of absence, without loss of pay, for the purpose of attending the funeral of an Aunt, Uncle or Grandchild.

All bereavement leave will be paid at base rate plus indirect bonus.

ARTICLE XXII - LEAVES OF ABSENCE

22.01 When leave of absence is requested by an employee for personal reasons, such leave without pay may be granted by the **Company** taking into consideration the employee's reason for such leave. Requests for such leave during the months of July and August must be made in writing by April 1st of the calendar year. The Company will in turn confirm such leave in writing within one (1) month. Requests for leaves of absence other than during this period will be answered within two weeks.

22.02 Employees who have been elected or otherwise appointed to attend Union Conventions, Conferences or Delegations, will be given permission to do so without pay. Written requests will be required by the Company from the Union for such leaves of absence. Such request shall be received at least forty-eight (48) hours in advance of the required leaves of absence.

The Union will instruct the Company what the employee is to be paid and the Company will then bill the Union for this amount.

22.03 An employee elected or appointed to an office in the Union which requires a continuous and extended absence from his regular work shall, upon written application therefore, be granted such leave of absence without pay, and without **loss** of seniority for such time as he holds office, to a maximum leave of two (2) years, after which further leave may be granted at the discretion of the Company. It is a condition of reinstatement to his former position that the employee apply therefore within thirty (30) calendar days after the expiration of his term of office with the Union and that he is competent to perform the work.

22.04 Any female employee shall be granted a leave of absence without pay for maternity purposes in accordance to the Employment Standards Act of Ontario, subject to the following conditions:

- (a) Such employee will apply for leave not later than four (4) months prior to the expected date of con-

finement and will provide a certificate to confirm the expected date.

- (b) Such leave of absence shall be for a period not exceeding six (6) months, unless a medical extension is required by the attending physician in writing.
- (c) Before return to work the employee must provide the Company with a doctor's certificate stating she is fit to return to her normal duties.
- (d) Employees on such leave of absence will continue to accumulate seniority.
- (e) Employees will return to previous classification and job with same earnings, if possible.

ARTICLE XXIII - MODIFIED WORK WAGE SCHEDULE

23.01 (a) If the disability is the result of a non-occupational injury/illness, the employee will be paid his regular base rate **plus** indirect bonus. If the disability is the result of an occupational injury/illness, the employee will be paid 90% of their gross earnings for the appropriate period immediately preceding the date of injury/illness.

23.01 (b) Where the employee loses time due to appointments arising from an occupational accident/illness the Company will pay the employee **for** the lost time and collect amount from the Workers' Compensation Board.

23.01 (c) Statutory pay for employees on this pay schedule to be paid as per Article **XI** of this agreement, Statutory pay for **all** occupational injury/illness employees will be paid at 90% of their gross earnings for the appropriate period immediately preceding date of injury/illness.

ARTICLE XXIV - GENERAL

24.01 For purposes of this Agreement, the words "Foreman" and "Office Personnel" not covered by the Agreement, shall designate persons who shall be responsible for the complete flow and production in their Departments and also responsible for supervising

and directing one or more wage-earners and who shall not perform production or handling work, except in the following cases:

- (a) tracing and having operating difficulties corrected, tests, experimentations and demonstrations of new procedures;
- (b) in emergencies;

The exceptions described above shall not be taken advantage of, particularly if qualified employees are available without jeopardizing Plant production.

24.02 It is understood however, that in cases where there are no experienced *or* qualified wage-earners to do the training, the Foreman shall train the wage-earner.

24.03 (a) Tools owned by the employee who has acquired seniority when broken or worn out in Company work will be replaced when offered for exchange. This privilege will not be unreasonably abused.

24.03 (b) Work clothing that is worn out by Maintenance employees in performing Company required maintenance work will be replaced, once approved by Maintenance management. This privilege will not be unreasonably abused.

24.03 (c) The Company will provide each maintenance department mechanic/electrician/machinist with an annual \$250.00 tool allowance, on that employee's anniversary date of employment. This allowance is to be used to maintain a complete set of tools in good condition, as outlined in the tool list established by the Company. The Company will conduct an annual tool audit to ensure that each mechanic/machinist has maintained a complete set of tools.

24.04 It is agreed that should O.H.I.P. not pay for the medical examination of the Truck Drivers as required by the Ministry of Transportation and Communications of Ontario prior to January 31, 1978, and as required by them subsequently every three (3) years to age sixty-five (65), the Company will assume these costs.

24.05 The Company agrees to pay full purchase cost of Truck Drivers' Uniforms. If the Driver leaves the Company of his own accord before one (1) year from date of purchase of the uniform it is agreed he will reimburse the Company. If the Driver is discharged within six (6) months of the purchase of the uniform, the Company will take the uniform. If the Driver is discharged after six (6) months of the purchase of the uniform, the Driver will retain the uniform for his own use.

24.06 The Company agrees to pay full purchase cost of jackets for Warehousepersons and Quality Assurance/Waste Management employees. Jackets will be cleaned twice a year and kept in storage in the spring and summer months. Jackets will be replaced when needed.

ARTICLE XXV - TERM OF AGREEMENT

24.01 This Agreement will be binding and remain in full force and effect from April 1st, 1993 to March 31st, 1995 and shall continue for periods of twelve (12) months thereafter unless one of the parties gives notice in writing to the other party by registered mail, addressed to the address of the recipient as shown in this Agreement, of intent to amend it or to terminate it; such notice shall be signified not more than sixty (60) days and not less than thirty (30) days prior to the date of termination.

IN WITNESS HEREOF THE PARTIES HERETO
HAVE EXECUTED THIS AGREEMENT THIS
24TH DAY OF NOVEMBER 1993.

Signed on behalf of:
SIMMONS CANADA INC.
15 Bramalea Road
Brampton, Ontario L6T 2WS

T.H. Pace, Vice-president and General Manager

D.C. Puttock, Vice-president Human Resources

W.O. Dickson, National Production and Inventory
Control Manager

A.E. Kelly, Human Resources Supervisor

Signed on behalf of:
NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
UNION OF CANADA
8 Melanie Drive, Suite 203
BRAMPTON, Ontario L6T 4L2

Ralph Currie, C.A.W. / T.C.A. National Representative

AND ITS LOCAL 513

Dave Dawe

Augustus Myers

Manuel Maiato

Bela Orban

APPENDIX "B"
WAGE SCHEDULE
April 1, 1993

Student Rate: \$10.25

Starting Rate: 50 cents per hour less than job rate. New employees progress to the STEP rate effective the pay period immediately following the completion of probation.

Effective April 1, 1993

<u>JOB CLASSIFICATION</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>FULLY QUALIFIED RATE</u>
CUT & SEW					\$15.11
Cutter/Sewer	\$13.68	\$13.83	\$13.98		\$14.19
M.O.P. Group	\$13.83	\$13.98	\$14.39	\$14.69	\$14.90
CONSTRUCTION	\$13.98	\$14.39	\$14.69		\$14.90
GARNETT	\$13.83				N/A
MATTRESS FINISHING	\$14.39	\$14.69			\$14.90
BOX SPRING FINISHING	\$13.98	\$14.39			\$14.60
WAREHOUSE	\$14.40	\$14.84	\$15.02		NIA
QUALITY ASSUR.	\$13.98				NIA
MAINTENANCE	\$13.98				NIA
	\$16.54				NIA
	\$16.73				N/A
	\$17.65				NIA

LEAD HAND PREMIUM:
31 cents per hour over classification rate

FULLY QUALIFIED PREMIUM:
21 cents per hour over highest classification rate in department

WAGE SCHEDULE

Effective April 1, 1994

Student Rate: \$10.65

Starting Rate: 50 cents per hour less than job rate. New employees progress to the **STEP** rate effective the pay period immediately following the completion of probation.

JOB CLASSIFICATION	STEP I	STEP II	STEP III	STEP IV	FULLY QUALIFIED RATE
CUT & SEW					\$15.41
Cutter/Sewer	\$13.98	\$14.13	\$14.28		\$14.49
M.Q.P. Group	\$14.13	\$14.28	\$14.69	\$14.99	\$15.20
CONSTRUCTION	\$14.28	\$14.69	\$14.99		\$15.20
GARNETT	\$14.13				NIA
MATTRESS FINISHING	\$14.69	\$14.99			\$15.20
BOX SPRING FINISHING	\$14.28	\$14.69			\$14.90
WAREHOUSE	\$15.50	\$15.54	\$15.65		NIA
QUALITY ASSUR.	\$14.28				NIA
MAINTENANCE	\$14.28				NIA
	\$17.21				NIA
	\$17.34				NIA
	\$19.95				NIA

LEAD HAND PREMIUM:

31 cents per hour over classification rate

FULLY QUALIFIED PREMIUM:

21 cents per hour over highest classification rate in department

APPENDIX "B"
CLASSIFICATIONS
JOB TITLES

TRUCK DRIVER
COMPONENT ASSEMBLER
MATTRESS ASSEMBLER
CASE ASSEMBLER
BOX SPRING ASSEMBLER
MATERIAL HANDLER
MAINTENANCE I (JOURNEYMAN)
MAINTENANCE II (MACHINE REPAIR &
MAINTENANCE)
(A.B.C.)
APPRENTICE
LEAD HAND

APPENDIX "C"

PRODUCTIVITY PLAN

SECTION I

Production standards have been established for all direct labour jobs as set out in Appendix "B" of the Collective Agreement. Such standards may be made the subject of grievance subject to the Productivity Plan Grievance and Arbitration provisions as attached hereto.

SECTION II - COMPENSATION

Subsection (1) **Direct Labour Employees**

Direct employees who perform at a pace more effective than the standard shall be compensated by one percentage point addition to base rate for every point of improvement in productivity over the standard.

For example: **EMPLOYEE PERFORMANCE**

Below 100% of standard - Classification Base Rate only

104% of standard - Classification Base Rate + 4% of Base Rate

105% of standard - Classification Base Rate + 5% of Base Rate

106% of standard - Classification Base Rate + 6% of Base Rate

107% of standard - Classification Base Rate + 7% of Base Rate

108% and above will be paid at the equivalent percent of Base Rate over 100%

eg. 120% of standard - Classification Base Rate + 20% of Base Rate

Subsection (1A) All Indirect work performed by direct labour employees will be paid at base rate per hour plus 25% of the incentive earned over standard by the total of all direct labour employees in the Plant.

For example:

PLANT

EFFICIENCY

Below 100%

104%

105%

106%

INDIRECT COMPENSATION FOR

DIRECT LABOUR EMPLOYEES

ON INDIRECT WORK

Base Rate Only

Base Rate + 1.0% of Base Rate

Base Rate + 1.25% of Base Rate

Base Rate + 1.50% of Base Rate

	107%	Base Rate + 1.75% of Base Rate
	108%	Base Rate + 2.0% of Base Rate
Over	108%	will be paid additional .25% increments
eg.	115%	would be paid at Base Rate + 3.75% of Base Rate

Subsection (2) **Indirect Labour Employees**

Effective April 1, 1993

All Maintenance, Warehouse, Garnett, Lead Hands, Production Coordinators, Quality Assurance/Waste Management, Tick Cage Storekeeper and Material Handlers will be paid base rate per hour, but additionally will receive a bonus in the amount of 35% of the incentive earned over standard by the total of all direct labour employees in the plant. All other indirect workers will receive base rate per hour **plus** 35% of the incentive earned over standard by the total of all direct labour employees in the plant.

For example: **INDIRECT COMPENSATION FOR MAINTENANCE, WAREHOUSE, GARNETT, LEAD HANDS, PRODUCTION COORDINATORS, QUALITY ASSURANCE /WASTE MANAGEMENT, TICK CAGE STOREKEEPER AND MATERIAL HANDLERS**

PLANT

EFFICIENCY

Below	100%	Base Rate Only
	104%	Base Rate + 1.4% of Base Rate
	105%	Base Rate + 1.75% of Base Rate
	106%	Base Rate + 2.1% of Base Rate
	107%	Base Rate + 2.45% of Base Rate
	108%	Base Rate + 2.8% of Base Rate
Over	108%	will be paid additional .35% increments
eg.	115%	would be paid at Base Rate + 5.25% of Base Rate

Subsection (3) **Trainer Provisions**

When an incentive employee is specifically requested to act as a trainer, the employee will receive the 25% indirect bonus in addition to his **regular** base rate plus 20% for the time spend conducting the training.

Subsection (4) Trainee Provisions – Direct

During the time that an employee is on training and providing he maintains the requirements of the learning curve, he will receive his base rate plus indirect bonus, as per Subsection 1A, until he reach 100% at which time the employee will be an incentive wage earner.

Trainee Provisions – Indirect

During the time that an employee is on training and providing he maintains the requirements of the learning curve, he will receive his base rate plus indirect bonus as per Subsection 2.

Subsection (5) Indirect Bonus Entitlement

Indirect bonus will not be paid for the following:
Direct workers on downtime (not performing any other work)
Year-end inventory

SECTIONIII – WAGE CALCULATION

All incentive and bonus payment (both direct and indirect) is to be calculated on a weekly basis.

SECTIONIV – GENERAL

Subsection (1) Integrity of Standards

All standards, once established, shall remain intact regardless of earnings, except where an operation has been changed due to a revision of method, a change in machinery or material

Subsection (2) “Off Standard” time, provided such is in excess of fifteen (15) continuous minutes is to be paid base rate; where teams are involved, combine 15 minute allowance. “Off Standard” time will be measured from the time it is reported by the affected employee to his immediate supervisor.

Subsection (3) Contract Allowances for Incentive Standards

Personal, fatigue, rest and delay = 14%

Subsection (4) Employees who do not match the expectations of learning curves will be counselled, and may receive as a result of counselling, additional training.

Those who do not satisfactorily improve to an acceptable level, or at an acceptable rate, during any period, and maintain such level, will be subject to disciplinary or other remedial action as the Company deems advisable.

Subsection (5) Show samples that are specially requested by a Supervisor, the employee will be given the actual time allowance per operator, per piece, in the mattress assembly and box spring finishing areas.

SECTION V - CONCLUSION

This Plan provides equal earning opportunity for all employees on the basis of applied skill and effort by each employee. There is no ceiling on production or earnings. The emphasis is on efficiency, quality, and productivity.

CUT & SEW

CUTTER/SEWER

	April 1 1993	April 1 1994		
STEP I	\$13.68	\$13.98	Junior Sewer	M-35
STEP II	\$13.83	\$14.13	Auxiliary Sewer	M-32
STEP III	\$13.98	\$14.28	Cutter/Sewer (Box Case & H.A.B.)	M-33
	\$14.19	\$14.49	FULLY QUALIFIED CUTTER/SEWER	

M.Q.P. GROUP

	April 1 1993	April 1 1994		
STEP I	\$13.83	\$14.13	Border Machine Operator (3 or more)	M-34
			Convexo Machine Operator	M-43 CVX
			Quilting Machine Operator	M-37
STEP II	\$13.98	\$14.28	Senior Sewing Machine Oper.	M-35A
STEP III	\$14.39	\$14.69	M.Q.P. Quilting Operator	M-37 MQP
			M.Q.P. Sewing Machine Oper.	M-35 MQP
STEP IV	\$14.69	\$14.99	Gribbetz Machine Operator	M-38 MQP
	\$14.90	\$15.20	FULLY QUALIFIED M.Q.P. GROUP	
	\$15.11	\$15.41	FULLY QUALIFIED IN CUT & SEW DEPARTMENT	
	\$14.80	\$15.50	TICK CAGE STOREKEEPER	M-25
	\$16.00	\$16.30	CUT & SEW PRODUCTION COORDINATOR	M-9

CONSTRUCTION

	April 1 1993	April 1 1994		
STEP I	\$13.98	\$14.28	Box Spring Coiler Operator	M-18
			Border Wire Assembler	M-4
			Edge Wire Bender & Joiner	M-28

STEP II	\$14.39	\$14.69	Coiler Assembler Operator	M-53
			Open Coil Set-Up	M-40
			Pocket Construction Hog Ringer	M-29
STEP III	\$14.69	\$14.99	Pocket Machine Assembler	M-51
	\$14.90	\$15.20	FULLY QUALIFIED IN	
			CONSTRUCTION DEPARTMENT	
	\$15.00	\$15.30	CONSTRUCTION LEAD HAND	M-39

MATTRESS FINISHING

	April 1 1993	April 1 1994		
STEP I	\$14.39	\$14.69	Hog Ringer	M-20
STEP II	\$14.69	\$14.99	Tape Closer	M-1
	\$14.90	\$15.20	FULLY QUALIFIED IN MATTRESS FINISHING	
	\$16.00	\$16.30	MATERIAL HANDLER	M-24
	\$16.00	\$16.30	AFTERNOON SHIFT LEAD HAND	M-8
	\$17.00	\$17.00	PRODUCTION COORDINATOR - FINISHING	M-6

BOX SPRING FINISHING

	April 1 1993	April 1 1994		
STEP I	\$13.98	\$14.28	Box Spring Frame Maker	M-3
			Box Spring Construction Assembler/Stapler	M-17
STEP II	\$14.39	\$14.69	Box Spring Finisher	M-16
	\$14.60	\$14.90	FULLY QUALIFIED IN BOX SPRING FINISHING	
	\$14.70	\$15.00	BOX SPRING FINISHING LEAD HAND	M-5A

GARNETT

	April 1 1993	April 1 1994		
STEP I	\$13.83	\$14.13	Garnett & Picker Operator	M-10
	\$14.14	\$14.44	GARNETT LEAD HAND	M-7

WAREHOUSE

	April 1 1993	April 1 1994		
	\$14.80	\$15.50	Warehouseperson	M-26

\$14.84	\$15.54	Warehouseperson/Shunter	G-9
\$15.02	\$15.65	Truck Driver (Tractor Trailer)	G-8
\$15.11	\$15.81	WAREHOUSE LEAD HAND	M-61

QUALITY ASSURANCE

April 1 1993	April 1 1994		
		Quality Assurance/Waste	
\$13.98	\$14.28	Management Inspector	M-15
		Quality Assurance Waste	
\$14.70	\$15.00	Management Lead Hand	M-19

MAINTENANCE

April 1 1993	April 1 1994		
\$13.98	\$14.28	Compactor Operator	G-11
\$16.54	\$17.21	Sewing Machine Mechanic	G-3
\$16.54	\$17.21	Machine Repair Person	G-4
\$16.73	\$17.34	Maintenance Electrician	G-6
\$17.65	\$17.95	Journeyman	G-7
\$17.96	\$18.26	MAINTENANCE LEAD HAND	G-10

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LETTER OF UNDERSTANDING

July 13, 1993

The Company will not encourage, but discourage, employees from working outside of normal hours.

FOR THE COMPANY

D.C. Puttock

T.H. Pace

W.O. Dickson

A.E. Kelly

FOR THE UNION

Ralph Currie

Augustus Myers

Bela Orban

Manuel Maiato

Dave Dawe

AMENDMENTS

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ARTICLE XIX - VACATION WITH PAY

19.01 The basis for vacation pay will be on the gross annual earnings in the twelve (12) months from May 1st to the following **April 30th**, immediately preceding the employee's vacation. Effective April 1, **1993** vacation with pay for all employees covered by this Agreement shall be granted on the following basis:

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20.04 The Company will provide a Long Term Disability (L.T.D.) Plan for all employees. Employees will be eligible for the L.T.D. plan after their probationary period ends. The L.T.D. plan will be paid for at the rate of 100% by the employee.

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APPENDIX "B" WAGE SCHEDULE

WAREHOUSE STEP 1
\$14.80

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MATTRESS FINISHING
\$17.30 PRODUCTION COORDINATOR -
FINISHING M-6