

SOURCE	Comp		
Wages EFF.	98	01	01
TERM.	2002	12	31
No. OF EMPLOYEES	100		
by and referred	df		

This agreement has been made and entered into this 3rd day of February, 1998, between LEPAGE, DIVISION OF HENKEL CANADA LIMITED (hereinafter to as "the Company"), party of the first part, and Communications, Energy and Paperworkers Union of Canada and ITS LOCAL #819 and the LePage, Division of Henkel Canada Limited unit of said LOCAL #819 (hereinafter jointly referred to as "the Union"), parties of the second, third and fourth parts.

ARTICLE 1 - RECOGNITION AND DEFINITIONS

1.01 The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company in Brampton, Ontario, save and except supervisor, persons above the rank of supervisor, clerical staff, quality control and research staff, sales representatives, students employed during the school vacation period, and persons regularly employed for not more than twenty four (24) hours per week; which unit was certified by the Ontario Labour Relations Board on September 5, 1968.

Students employed during summer vacation periods who accept regular employment status shall be credited with all time worked for seniority and probationary purposes pursuant to ARTICLE 9 - SENIORITY.

Students employed during the summer vacation period shall be on a ninety (90) day probationary period, and shall be required to sign a form authorizing the Company to deduct an amount equal to the monthly Union dues from their first pay period commencing with the second month of their employment and from the first pay period of each month thereafter, such deductions shall be paid to the local Union, but for all intents and purposes, will retain the status as students as described in this clause. It is clearly understood that students are not represented by the Union and have no rights under this agreement. During the student's second year of employment it is agreed that the probationary period shall be reduced from ninety (90) days to one (1) month.

If there are no bargaining unit employees on lay off and if it is not practical to hire new employees, the Company may utilize personnel agencies to fill temporary positions for up to thirty calendar day's (30). Temporary employees will be eligible for the applicable probationary rate, shift premiums and overtime rates. Upon the completion of thirty calendar day's (30) the temporary employee will be made permanent and hours worked will be applied to the probation period.

1.02 The word "employee" and the word "employees" whenever used herein means and refers to a worker or workers in the said unit except where the context otherwise provides.

- 1.03** Any obligation imposed upon the Union by this agreement shall be the joint and several obligations of:
- (a) said COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
 - (b) said LOCAL #819; and
 - (c) the aforesaid unit of said LOCAL.
- 1.04** The aforesaid unit of said LOCAL #819 shall be a separate unit composed solely of employees of the Company.
- 1.05** Employees of the Company outside the bargaining unit shall not perform work normally performed by employees in the bargaining unit except in:
- (a) an emergency;
 - (b) training or instruction of employees;
 - (c) the absence or non-availability of a regular employee in those cases where such absence or non-availability is not due to a lay-off;
 - (d) testing equipment or processes;
 - (e) pilot projects.
- 1.06** The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour, sex, age, national origin, union membership or lawful union activity.
- 1.07** Except as otherwise provided herein, no union activities shall be conducted on the Company's premises during working hours.

ARTICLE 2 - UNION SECURITY

- 2.01** All employees of the Company covered by the terms of this agreement shall be required, as a condition of continued employment, to become members in good standing of the Union upon completion of one (1) month's employment and to sign a form authorizing the Company to deduct monthly union dues from their first pay period commencing with the second month of their employment and from the first pay period of each month thereafter.

The Company shall make such deductions in accordance with such authorization and remit same to the Union, together with a list of all employees from whom deductions were made and so remitted. Such monies so deducted shall be remitted by the Company to the Union on or before the end of the month in which the deductions were made.

The Union will have the opportunity to conduct a union orientation, of up to thirty (30) minutes, with all new employees in the bargaining unit. **This** orientation will be scheduled with the regular induction process.

2.02 The Company shall not be obligated to pay the Union any dues which it is unable to deduct as aforesaid, and the Union shall indemnify and save the Company harmless against any and all claims arising out of the deductions made by the Company in reliance on the dues deduction authorization.

2.03 The Union recognizes the principle that Company workers in positions outside of the collective bargaining unit should not be members of the Union and should not pay dues and, accordingly, the Union agrees that the Union will not accept such worker **as** a member and that any employee of the Company who is a member of the Union and who is promoted or permanently transferred to a position outside the collective bargaining unit must withdraw from membership in the Union four **(4)** months after such promotion or transfer.

Seniority will continue to accumulate for the four **(4)** months. Such employees shall have the right to return to the bargaining unit within the four-month period.

2.04 For the purposes of this ARTICLE 2, "member in good standing" shall mean a member of the bargaining unit who has completed the probationary period and pays monthly dues and initiation fee.

ARTICLE 3 - NO STRIKES OR LOCK-OUTS

3.01 In view of the orderly procedure for settling differences, the Company agrees that it will not cause or direct any lockout, and the Union agrees that there **will** be no strike during the term of this agreement.

3.02 The word "strike" and the word "**lock-out**" shall have the meaning given those words in The Labour Relations Act (Ontario), as amended from time to time.

ARTICLE 4 - REPRESENTATION

- 4.01** The Company agrees to recognize a negotiating committee of not more than four **(4)** in number, all of whom shall be employees of the Company, duly elected or appointed by the Union to represent the Union in negotiations with the Company.
- 4.02** The Company further agrees' to recognize a grievance committee of not more than four **(4)** in number, all of whom shall be employees of the Company and one of whom shall be the steward involved, for the purpose of considering and disposing of grievances and/or complaints.
- 4.03** A National Representative of the C.E.P. shall be entitled to attend any negotiating or grievance meeting with the Company at the request of either party.
- 4.04** Whenever a change takes place, the Union shall notify the Company, in writing, of the names of those designated **as** members of the negotiating committee, the grievance committee, and its local officers, whether permanent or temporary. The Company shall notify the Union of any committees with which the Union will be dealing.
- 4.05** It is agreed that an officer of the Union will be allowed reasonable time, without loss of pay, to investigate and settle grievances during regular working hours, provided that permission has first been obtained from the supervisor.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01** Should a dispute, complaint or grievance arise as to the interpretation, application, administration, or alleged violation of this agreement, there shall be an earnest effort on the part of the parties hereto to settle same through the following steps:

STEP 1

The dispute or grievance shall first be taken up orally within ten (10) working days of the occurrence, by a conference between the employee(s) and the supervisor. Should there be more than one **(1)** supervisor present at the conference, the Union may, at its discretion, have an equal number of shop stewards attend. The supervisor shall provide an answer within two **(2)** working days of the conference.

STEP 2

If the dispute or grievance is not satisfactorily settled by Step 1, then the dispute or grievance may be reduced to writing and presented, within five **(5)** working

days of the answer at Step 1, to the next appropriate management level. The recipient shall render a decision in writing stating the reasons therefore, within five (5) working days of receipt.

STEP 3

If such dispute or grievance is not satisfactorily settled by Step 2, then the dispute or grievance may, within an additional two (2) working days, be further presented in writing to the Vice President, Operations or his representative. A conference shall be held within ten (10) working days from receipt of the grievance between the grievance committee of the Union, and a management grievance committee. A decision in writing shall be rendered within five (5) working days of the conference.

STEP 4

If such dispute or grievance is not satisfactorily settled by Step 3 within an additional five (5) working days, then the dispute or grievance shall be submitted to arbitration if either the Union or the Company so requests in writing within an additional thirty (30) days. If such request for arbitration is made, then the arbitration shall proceed before a single arbitrator in accordance with ARTICLE 8 hereof. Such written request shall propose three (3) potential arbitrators.

- 5.02** An employee has the right to be represented by a Union Steward at all steps of the grievance procedure. The employee involved in the particular dispute or grievance may be present at Steps 2, 3, or at the arbitration only at the request of either the Company or the Union.
- 5.03** Every dispute or grievance shall be conclusively deemed abandoned unless the grievance procedure set forth above is timely followed, it being understood that the time limits set forth above are of the essence.
- 5.04** The Union or the Company may initiate a grievance in writing at Step 3 of the grievance procedure. Such grievance shall be a policy grievance in connection with the administration, interpretation, alleged violation, or application of this agreement.
- 5.05** The time limits set out in this ARTICLE 5 may be extended only by mutual agreement of the parties.
- 5.06** The parties agree that the directions of the Company which are the subject of a dispute or grievance shall be complied with pending the processing and arbitration of such dispute or grievance.
- 5.07** An employee summoned for a meeting will be told if the meeting is to be for

disciplinary reasons. If so, or if a discussion evolves into a disciplinary meeting, the supervisor shall inform the employee of their right to request the presence of a steward.

ARTICLE 6 - MANAGEMENT OF THE PLANT

- 6.01** The Company shall have the full and exclusive management of its plant and business and the direction of the working force including (without limiting the generality of the foregoing but subject to seniority and grievance provisions in cases of lay-offs, promotions, demotions, disciplinary actions and discharges or transfers, permanent or temporary) the right to establish rules and regulations governing the conduct of employees on company time or company property, and all matters relating to size and personnel of the working force, work schedules, promotion and the right to hire, suspend, lay off, and to discharge, discipline or demote for just cause, and the right to change (temporarily or permanently) an employee or employees from one position to another, including the transfer from one department to another, and also including all matters relating to operations, and the right to suspend operations in whole or in part for any period.
- 6.02** The Company agrees that these functions will be exercised in a manner not inconsistent with the provisions of this agreement.
- 6.03** The Company shall have the right to retire employees under the pension plans referred to herein whenever an employee is eligible for retirement thereunder, and upon such retirement under such plans the employee in question shall cease to work for the Company and such cessation shall not be deemed a discharge which is the subject of a grievance or arbitrable under this agreement.

ARTICLE 7 - DISCHARGE OR DISCIPLINE

- 7.01** In the event of a claim that an employee has been discharged or suspended, unjustly or unreasonably, a grievance may, at the Union's option, be filed at Step 3 of the grievance procedure within ten (10) working days of such discharge or suspension.

The termination of a probationary employee is at the sole discretion of the Company. The Union agrees that the discharge of a probationary employee is not subject to the criteria of "just cause".

- 7.02** If it is determined or agreed, at any step in the grievance procedure or determined by an arbitrator, that any employee has been disciplined or discharged unjustly,

the management shall return such employee to the job without loss of seniority and shall pay the amount that would have been earned if the employee had worked, less any amounts otherwise earned, or the parties or the arbitrator, as the case may be, may dispose of the matter by any other arrangement which, in the opinion of the parties, or in the opinion of the arbitrator, is just and equitable.

- 7.03** When written warnings are issued or an employee is discharged or suspended, a copy of such record will be forwarded to the Union Secretary. All such warnings and other disciplinary actions, if made a matter of record, shall be removed from an employee's personal file twelve (12) months from the date of issue of the last of them and may no longer be used against the employee.

ARTICLE 8 - ARBITRATION

- 8.01** The arbitrator shall be selected by mutual agreement by the parties to this agreement. Failing mutual agreement, within ten (10) working days of notification, as outlined in Step 4 of article 5.01, either party may request the Minister of Labour for Ontario to make such appointment.
- 8.02** The authority of such arbitrator shall be limited to the rendering of decisions as to the interpretation or application of the provisions of this agreement with respect to the dispute or grievance referred to such arbitrator by the parties hereto. The arbitrator shall have no power to add to, subtract from, or modify in any manner, the provisions of this agreement.
- 8.03** The decision of the arbitrator shall be final and binding on the parties hereto and on the employees affected thereby. Each of the parties hereto shall bear its own expenses in any arbitration proceedings, and both parties shall share equally the expenses of the arbitrator.

ARTICLE 9 - SENIORITY

- 9.01** New employees shall be hired on a probationary basis. After completion of seven hundred and twenty hours (720) worked a probationary employee shall become a regular employee and seniority shall date back to the date of employment. For employees hired in Classifications **D2, D3, and D4**, the probationary period shall be nine hundred and sixty hours (960) worked.

New employees after completing four hundred and eighty hours (480) worked will be eligible to participate in company benefits plan as outlined in Article 18, unless otherwise stated, and will receive the applicable permanent rate.

9.02 Ali layoffs, transfers, promotions and recalls from layoff will be based on the employee's skill, ability, and qualifications to perform the work in question. Where skills, abilities, and qualifications are relatively equal, then seniority shall be the deciding factor.

9.03 All vacancies, except those of less than thirty (30) days, will be posted on a plant wide basis. Preference will be given to employees from similar business team groups as listed below. When applicants have relatively equal skills, abilities, and qualifications, seniority will be the deciding factor.

Packaging business teams
Manufacturing business teams
Materials Management and Shipping business teams
Plant and Packaging Maintenance business teams

Failure to fill the vacancies from within the business team groups above, **will** result in the acceptance of applications on a plant wide basis. When applicants have relatively equal skills, abilities, and qualifications, seniority will be the deciding factor.

9.04 In the event of a decrease in a business team, the most junior employee in the business team affected shall be declared to be surplus, provided that the remaining employees possess the skills, abilities, and qualifications to do the work available.

The surplus employee shall be entitled to displace a more junior employee on a plant-wide basis.

9.05 In the event of a temporary transfer which is expected to last less than thirty (30) working days, the Company will transfer the most junior, qualified, available employee.

9.06 (a) An employee shall lose all seniority rights for any of the following reasons:

I) a discharge which is not reversed through the grievance procedure;

II) a voluntary quit of employment;

(b) An employee shall lose all seniority rights, and their employment shall be terminated for any of the following reasons:

- I) a lay-off for eighteen (18) months;
- II) the failure of a laid-off employee, who has been offered re-employment, to advise the Company within three (3) days after such offer of the intention to return to work, or failure, after having given such notice, to return to work within three (3) working days after notification to the Company of the intention to return;
- III) the absence of an employee for five (5) consecutive working days for any cause without such employee having notified the Company, unless a reasonable excuse for such failure is established to the satisfaction of the Company.

9.07 Each laid-off employee who retains seniority has the obligation of keeping the Company advised of a current mailing address. The mailing by the Company, by registered mail, of an offer of reemployment to a former employee shall be deemed notice to such employee of such offer and shall, for all purposes of this agreement, be deemed to have been received 1 week (7 days) after it is mailed.

9.08 The Company and the Union have agreed to business team and plant wide seniority lists of employees as of the date hereof, and have initialed a copy of said lists. The seniority lists shall be up-dated quarterly in each year, and a copy shall be supplied to the Union.

9.09 The order of seniority between two (2) or more employees whose seniority starts on or after the date of the execution hereof but on the same day shall be determined as follows:

- (a) the employee who first started work on the day in question shall have seniority over the later starter or starters of the same day; but
- (b) if two (2) or more employees start work, not only on the same day but also at the same hour, then the employee who was first interviewed shall have seniority over the starter or starters who were later interviewed,

9.10 In the event of a lay-off only, the four (4) Executive Committee members, including the alternative if serving, would have "Superseniority" provided they are deemed qualified by the Company to perform the normal requirements of the position(s) available.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.01 From the date of the execution of this agreement, the regular non-overtime work hours shall consist of a maximum of eight (8) hours of work per day, and the non-overtime work week shall consist of a maximum of forty (40) hours of work per week. Nothing herein shall be construed as a guarantee of any number of hours of work per day or days of work per week.

If an employee has been absent with justifiable reasons during the normal work week and is scheduled to work on their scheduled day of rest, that employee will be compensated at the appropriate overtime rate.

10.02 A day is defined as a twenty four (24) hour period commencing at the start of an employee's shift.

10.03 The work week shall be from Monday through Sunday. Employees working on seven (7) day operations on continuous shifts, or on a schedule other than Monday through Friday, in accordance with the work schedule which will be posted at least nine (9) days in advance, will have their days off during the first five (5) days of the week. Days off will be consecutive.

10.04 The regular starting and stopping times for shift workers shall be as follows:

Day Shift	- 8:00 a.m.	to 4:30 p.m.
Afternoon Shift	- 4:00 p.m.	to 12:30 a.m.
Night Shift	- 12:00 midnight	to 8:30 a.m.
Split shift	- 1:00 p.m.	to 9:30 p.m.

Split shift may be applied to Shipping, Materials Management, Maintenance and Packaging Maintenance Business Team's only. Split shift workers will be eligible for afternoon shift premiums.

The Company and the Union recognize that other shifts may be introduced by mutual agreement.

Weekend Work Shift refer to Exhibit B.

10.05 Each shift shall continue for eight and one-half (8 1/2) hours of which the employees shall, on their own time, have a thirty (30) minute lunch period to be taken not later than the fifth hour following commencement of work. The starting

time need not be the same for all employees on a shift. Shifts may be rotated at such intervals as the Company may see fit. When shifts are rotated the hours worked on such shift shall not be deemed work on the same day, for the purposes of overtime pay.

- 10.06 Starting and quitting times may be advanced or retarded by one (1) hour.
- 10.07 During each work day each employee shall have two **(2)** ten (10) minute break periods, one during each half shift. Each employee may spend the last five **(5)** minutes of the shift washing up.
- 10.08 (a) Opportunities for overtime shall be offered as evenly as possible, provided always that employees must be qualified to perform the work available.
- (b) The Company will maintain an up to date record of overtime worked and/or charged. Employees requested to work overtime shall be considered to have worked the overtime for the purpose of equalization, provided that there was at least two **(2)** hours notice. In the event of equality between two or more employees, seniority shall prevail. **This** overtime list shall be available for inspection by the Plant Committee and shall be posted monthly.
- (c) When overtime work is required, it will be offered to employees as follows:
- I)** To those employees who normally perform the work, starting from the employee with the least overtime hours worked, and/or charged.
 - II)** If none of the employees who normally perform the work are available and willing to work the overtime, it will be offered to other qualified employees in the bargaining **unit**, starting from the employee with the least overtime hours worked and/or charged.
 - III)** If none of the qualified employees is willing to work the overtime voluntarily, the Company may assign the most junior qualified employee. An employee so assigned will work the overtime, in the absence of an excuse which would justify the employee's absence from regularly scheduled non-overtime work.
- (d) The Company will give forty **(40)** hours notice of overthe required on an employee's regularly scheduled days off. However, employees working on continuous shifts will remain on the job until relieved.

- (e) For the purposes of equalization, an employee entering a work group on a permanent basis will be assigned the average hours of the newly assigned group. In the case of a temporarily assigned employee, overtime accumulation in the temporary assignment will be carried to the home area at the end of the temporary assignment.
- (f) In the event of an upheld complaint regarding the improper assignment of overtime, the successful complainant shall be given an opportunity to work a comparable amount of overtime at a mutually agreeable date.
- (g) An employee who is absent from work, for any reason, when overtime is being distributed and who would have been requested to work, in accordance with the overtime assignment procedures herein, will be charged with the overtime for which the employee would have otherwise been scheduled.

Employees absent for periods longer than one (1) continuous month will not be charged in accordance with the method above, but rather will be charged the average overtime hours of the group, upon their return to work.

10.09 There shall be no pyramiding of overtime and hence where daily overtime, including early starting work, has been earned, the overtime work shall be paid for but once.

10.10 Employees shall not be required to take time off to off-set earned overtime. **Lists** showing overtime charged or chargeable to each employee will be posted by the Company after every month.

10.11 From the date of execution of this agreement, overtime shall be paid on the following basis, except as otherwise provided:

- (a) Time and one half (**11/2**) for all hours worked:
 - I** between the ninth (9th) and twelfth (12th) hour inclusive;
 - II** on an employee's sixth (6th) consecutive day of work in a work week.
- (b) Double an employee's rate will be paid:
 - I** for all hours worked in excess of twelve (**12**) in any one (1) work day, except as provided in (ii) below;

II) for all hours worked in excess of eight (8) on a recognized holiday as provided herein;

III) for all work performed on an employee's seventh (7th) consecutive day of work in a work week.

(c) If an employee has been absent with a justifiable reason during the employee's schedule and works on a day off, then such employee shall be paid at the applicable overtime rate.

10.12 If an employee is required to work ten (10) hours or more in a day, then the employee will be allowed seven dollars and fifty cents (\$7.50) for supper money for such day. Payment will be made through payroll on the employee's cheque.

10.13 Employees in the same classification and in the same department **will** be permitted to exchange shifts provided that such exchange is approved by their supervisor in advance and that no penalties are incurred by the Company. The supervisor's approval will not be unreasonably withheld.

10.14 An employee required to change shifts in mid-week shall be given at least seventy-two (72) hours written notice. If such notice is not given the employee shall be paid at the rate of time and one-half (1 1/2) for the first eight (8) hours of the new schedule.

ARTICLE 11 - REPORTING PAY AND CALL-IN PAY

11.01 An employee reporting for work as scheduled, unless notified either personally, or by notice sent to the employee's home, that there would be no work, shall receive a minimum of four (4) hours pay at the appropriate hourly rate, or four (4) hours work, unless the lack of work is caused by a matter not within the Company's control.

11.02 An employee called in to work during the employee's off hours shall be given a minimum of four (4) hours work at the appropriate hourly rate or pay equivalent thereto, unless such employee continues to work to the employee's regular starting time.

ARTICLE 12 - BEREAVEMENT PAY

12.01 If the spouse, child or parent of an employee dies, the Company will grant to such

employee a five (5) day consecutive leave of absence, one of which days shall be the day of the funeral. The Company shall pay such employee eight (8) hours at the regular rate for each day during such leave on which the employee was scheduled to work.

12.02 If the brother or sister, parent-in-law, or grandparent of an employee dies, the Company will grant to such employee a three (3) day consecutive leave of absence, one of which days shall be the day of the funeral. The Company shall pay such employee eight (8) hours at the regular rate for each day during such leave on which the employee was scheduled to work.

12.03 In the event of the death of a employee's spouse's sister or brother, the Company will grant a one (1) day leave of absence, and for such day of leave, if the employee was scheduled to work, shall pay eight (8) hours pay at the regular rate.

ARTICLE 13 - BULLETIN BOARD - NO UNION ACTIVITY ON PREMISES

13.01 The Company grants to the Union the use of a bulletin board in an accessible part of the plant for the exclusive use of the Union. Notices shall be approved by the Vice President, Operations before posting.

13.02 No union activities shall be conducted on the Company's property during working hours except, subject to Sections 4.01 and 4.02 above, the presentation of grievances or the conducting of collective bargaining negotiations.

13.03 Notwithstanding the above Section 13.02, the Union may hold local elections on Company premises with Company approval.

ARTICLE 14 - WAGES

14.01 The Company agrees to pay the rates set forth for said period in the "SCHEDULE OF JOB CLASSIFICATIONS" hereto annexed, marked "EXHIBIT A", and made a part hereof, subject however to the provisions of Section 14.03 below.

Probationary employees shall receive a wage rate one dollar and fifty (\$1.50) cents below the job rates listed in EXHIBIT A.

14.02 If a new job classification is created or an existing job is substantially changed during the term of this agreement, the Company will establish an appropriate hourly rate and will advise the Chair of the negotiating committee. If the rate established by the Company is not acceptable to the Union and negotiations do not

result in a mutually acceptable rate, then the matter may be referred to arbitration.

14.03 The following premium differential shall be paid for the regular afternoon and night shift work and for work performed on Sunday:

- (a) Effective January 1, 1999, a differential of seventy five cents **(\$0.75)** per hour over the day wage rate otherwise payable for the afternoon shift as defined in ARTICLE 10.04.

Effective January 1, 2000 - Eighty cents (\$0.80).

Effective January 1, 2001 - Eighty-five cents **(\$0.85)**.

Effective January 1, 2002 - Ninety cents **(\$0.90)**.

- (b) Effective January 1, 1999, a differential of One dollar and five cents **(\$1.05)** per hour over the day wage rate otherwise payable for the night shift as defined in ARTICLE 10.04.

Effective January 1, 2000 - One dollar and fifteen cents **(\$1.15)**.

Effective January 1, 2001 - One dollar and twenty-five cents **(\$1.25)**

Effective January 1. 2002 - One dollar and thirty-five cents **(\$1.35)**

- (c) Effective January 1, 1998, a differential of two dollars **(\$2.00)** per hour over the daily wage rate otherwise payable for scheduled work performed on Sunday.

The above premiums will not be paid when an employee is working at an overtime rate, and afternoon and/or night shift premiums will not be paid for work performed on Sunday,

14.04 The Company agrees to continue its Christmas gift plan of ten dollars (\$10.00) to each employee for each full year of service with the Company.

14.05 An employee who normally works off-shifts shall have the shift premium included in the plant holiday pay.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 The Company in its discretion may grant a leave of absence without pay to an

employee, upon written request, for a period not exceeding one (1) year for personal reasons,

15.02 Any employee who is elected or appointed to a position with the Union or with the Canadian Labour Congress shall, upon written request, be granted a leave of absence for the term of office, provided that not more than two (2) such leaves of absence shall be in effect at any one time. Such leave will be extended upon written request.

15.03 Any employee shall be granted leave of absence without pay to attend union conventions and conferences. Such leave shall be for the published time of the convention or conference plus reasonable travelling time to and from.

Such leave shall be limited to:

- (a) two (2) employees from each of Manufacturing and Packaging at any one time, to a maximum of forty (40) working days per year between Manufacturing and Packaging; and
- (b) one (1) employee from each of Warehousing and Maintenance, at any one time, to a maximum of twenty (20) working days each for Warehousing and Maintenance.

15.04 During the aforementioned leave of absence, seniority shall be preserved but shall not increase or accumulate except that:

- (a) if the leave is for union purposes and is less than two (2) weeks, seniority shall accumulate; and
- (b) if the leave is for personal reasons then seniority shall accumulate for three (3) months.

15.05 When an employee becomes pregnant, the employee will provide the Company with a certificate from the employee's physician stating the approximate date of delivery, the nature of the work permitted, and the length of time the employee may continue to work. The employee shall be permitted to work in accordance with the physician's recommendations provided the employee is able to complete the normal requirements of the classification. If work of the nature permitted by the physician is not available or if the employee is not eligible for such work, or if the physician recommends the interruption of employment, the employee shall be immediately granted a leave of absence of up to thirty five (35) weeks.

15.06 An employee who returns from a leave of absence shall be restored to the

department and classification (at its corresponding straight-time rate) held prior to the leave of absence. In the event no vacancy exists in such returning employee's department, the returning employee shall displace the employee within the same department having the lowest seniority, provided that the seniority of the returning employee **is** higher than that of the displaced employee.

- 15.07 An employee who **is** called to jury duty will be granted a leave of absence as is necessary and will be compensated by the Company for the difference between the payment received for such duty and the employee's regular pay. The employee shall present proof of service **as** a juror, as well **as** the amount of pay received for such service. An employee not required to be present to fulfil the jury duty shall report for work in the usual manner.

ARTICLE 16 - VACATIONS

- 16.01 Each employee who in any vacation year has been continuously employed by the Company for less than five **(5)** years shall be entitled to receive vacation credits and vacation pay in accordance with **THE EMPLOYMENT STANDARDS ACT**, Ontario, R.S.O., 1968, ch. 35.
- 16.02 Each employee who in any vacation year has been continuously employed by the Company for five **(5)** years or more but less than ten **(10)** years shall, unless the employee has already had their vacation for such year, be entitled to three **(3)** weeks vacation with pay.
- 16.03 Each employee who in any vacation year has been continuously employed by the Company for ten **(10)** years or more but less than twenty **(20)** years shall, unless the employee has already had their vacation for such year, be entitled to four **(4)** weeks vacation with pay.
- 16.04 Each employee who in any vacation year has been continuously employed by the Company for twenty **(20)** years or more shall, unless the employee has already had their vacation for such year, be entitled to five **(5)** weeks vacation with pay.
- 16.04 Vacation pay shall be paid prior to the employee taking vacation, Each week of vacation pay shall be a sum equal to two percent **(2%)** of the employee's total earnings during the twelve **(12)** month period ending the preceding May 31st.. For the purposes of computing vacation pay, sickness and accident indemnity benefits paid under this agreement and/or Worker's Compensation benefits (other than medical or hospitalization and/or total disability settlement payments) shall be included in total earnings.

- 16.06 The vacation period shall be from June 1st to May 31st of each year. For the purpose of determining eligibility under 16.02, 16.03, or 16.04, the Company will use the current Calendar year.
- 16.07 Allotment of vacations is reserved to the Company in order to ensure the orderly operation of the plant. Efforts, however, will be made to give employees their choice of vacation time, and where the Company has no preference, conflicts between individual employees as to the time of their vacation shall be resolved on the **basis** of seniority. The Company may schedule unused vacation time to coincide with a plant-wide department shut-down.
- 16.08 The Company may, but shall not be required to, grant paid vacation leave other than the regular vacation period. In no event, however, may vacations be accumulated from year to year.
- 16.09 In the event that the Company decides to shut down the plant for a vacation period, it is agreed that the Company will give ninety (90) days notice of such shut-down.
- 16.10 An employee who leaves the service of the Company, who has not taken vacation for that year, will be compensated **as** follows:
- (a) for less than five (**5**) years service: in accordance with THE EMPLOYMENT STANDARDS ACT, Ontario, R.S.O., 1980. ch. 137;
 - (b) for five (**5**) years or more of service: in accordance with the provisions of ARTICLE 16.

ARTICLE 17 - HOLIDAYS

- 17.01 The word "holidays", whenever used in this agreement, shall mean and include only:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Eve
Dominion Day	Christmas Day
Civic Holiday	Boxing Day
(2) Floater Holidays	New Year's Eve

The date of the two (2) floater holidays shall fall between December 24th, and January 1st, unless otherwise mutually agreed upon.

17.02 Employees, other than probationary employees, not required to work on the above mentioned holidays will be paid one (1) days pay at their regular hourly rate provided that they have worked the last regular shift on the day immediately preceding the holiday and the first regular shift on the day immediately following the holiday, except where absence on such days is due to sickness, accident, lay-off, scheduled days off or prior Company approval and they have performed work for the Company in the week immediately preceding the holiday.

17.03 Employees required to work on the above mentioned holidays will be paid at one and one-half (1 1/2) times their regular hourly rate for the first eight (8) hours worked in addition to their holiday pay.

Hours worked in excess of eight (8) will be paid in accordance with the provisions of ARTICLE 10.11(b). Employees scheduled to work, who fail to report for work, shall not be entitled to holiday pay unless they have an excuse for such failure acceptable to the Company.

17.04 If any of the holidays referred to in Section 17.01 of this article fall on a Saturday or Sunday, they will be observed on the Friday preceding or the Monday following, after discussion with the Union. The observed day will be deemed to be the holiday for the purposes of this article.

17.05 If the holiday falls during an employee's annual vacation, or on an employee's scheduled day off, the employee will be entitled to a day's pay at the regular hourly rate in lieu of the holiday, or the corresponding time off at a time mutually agreed to by the employee and the Company.

17.06 Observance of the holiday shall be from 11:30 p.m. on the day preceding the day on which the holiday falls or the one on which it is observed, as the case may be.

ARTICLE 18 - HEALTH AND WELFARE PROVISIONS

18.01 The Company agrees to continue the pension plan which was in effect prior to the date of this agreement.

Effective January 1, 1998, an employee's pension shall be calculated at the rate of Twenty-seven dollars (\$27.00) per month per year of credited service up to December 31, 1997. For credited service on or after January 1, 1998, an employee's pension shall be calculated at the rate of Thirty-five dollars (\$35.00) per year of service.

Actuarially unreduced pension at age 62 effective as of January 1, 1993.

For the purposes of this clause, credited service is defined as follows:

1. For those employed on or before April **1, 1988** - length of company service.
2. For those who terminated before April **1, 1988** - no change to current service.
3. Effective January 1, 1989:
 - (A) Credited service shall continue to accumulate during periods of absence up to two years while an employee is unable to work and is collecting benefits from the Workers' Compensation Board.
 - (B) Credited service shall continue to accumulate during periods of absence up to six months while an employee is unable to work and is collecting benefits from the Company's weekly indemnity program.

18.02 The Company agrees to contribute seventy-five percent (**75%**) of the premium cost. Eligible employees agree to pay twenty five percent (**25%**) of said premium cost. This will be applied to against the LTD premiums first. A balance ~~if~~ any, **will** be applied against the remaining benefits. Premiums will be paid by way of payroll deductions.

- a) Weekly Indemnity Insurance:
Effective the first day of the month following the date of ratification of this agreement, the Weekly Indemnity plan will be changed to provide coverage at the rate of 60% of normal base wages or three hundred and eighty (\$380.00) dollars, whichever is greater, for the first day hospitalization, first day accident, fourth day sickness for a period of up to twenty six (**26**) weeks
- (b) Group Life Insurance - \$35,000.00.
- (c) Accidental Death and Dismemberment - \$35,000.00.
- (d) Major Medical Insurance:
Deductible - \$25.00 family, \$15.00 single. Prescription Drug Card will be provided through the Shared Health Network.

- (e) Semi-Private Hospital Coverage - no deductible.
- (f) Dental Coverage: under the Company wide plan of June 1, 1985 which includes the current O.D.A. schedule of fees with no co-insurance and the yearly deductible is \$15.00 single and \$25.00 family and dependent unit. Denture coverage will be added to the 1985 plan.
- (g) An employee accepted by the insurance carrier as being entitled to weekly indemnity benefits, who has not received any payments within two (2) weeks of acceptance, will be paid those benefits by the Company until such time as the benefit is paid to the employee by the carrier, upon request from the employee.

The employee will be required to reimburse the Company any amounts so advanced within one (1) week of receiving payment from the carrier or within one (1) week of the carrier advising that the claim is not accepted.

Before the Company advances any money, the employee will be required to guarantee in writing that the Company will be reimbursed.

- (h) The Company agrees to continue the Company will establish a Long Term Disability plan with the following terms and conditions:
 - The benefit is subject to a 26 week qualifying disability period.
 - The benefit level will be 60% of normal base wages to a monthly maximum of sixteen hundred (\$1,600.00) dollars.
 - The benefit will provide for primary CPP and WC offsets.
 - The definition of disability will be referenced within:
 - Two (2) years - own occupation,
 - Lifetime - total disability.
 - The benefit will be payable to age 65 with an 85% all source earnings limit.

18.03 It is agreed that the commitment in Section 18.02 constitutes the total and only liability assumed by the Company under this agreement in respect of health, welfare and insurance.

18.04 The Company shall not be obligated to inaugurate any other new health, welfare, sick leave, pension or other welfare provisions.

- 18.05** It is agreed that an employee is ineligible to participate in any of the insured plans covered in Section 18.02 unless the employee agrees to participate in all - Weekly Indemnity, Group Life, LTD, A. D. & D., Major Medical and Semi-Private coverage.
- 18.06** Employees who have completed their probationary period **will** be eligible to participate in the Group RRSP, that the Company **has** arranged with Scotia McLeod.

ARTICLE 19 - SAFETY AND SANITATION

- 19.01** The Company agrees to maintain proper sanitary and safety conditions and, for the purposes of this agreement, sanitary and safety conditions shall be proper whenever the same conform with the applicable law.
- 19.02** The Company and the Union agree to maintain a Health and Safety Committee **in** accordance with the Occupational Health and Safety Act.

ARTICLE 20 - CHANGE OF POSITION - TRANSFER

- 20.01** When transferred to a higher rated job for two **(2)** hours or more in one **(1)** work day, an employee shall, for the hours so worked, be paid the job rate of the higher rated job.
- 20.02** (a) If an employee is permanently transferred to a new job which has a higher rate than the rate of the old job, the employee shall thereafter be paid the rate of the new job.
- (b) If an employee is permanently transferred to a new job which has a lower rate than the rate of the old job, the employee shall thereafter be paid the lower wage rate.
- 20.03** Senior packaging operators will normally be given the opportunity to operate when setting initial daily work assignments. However for training purposes and maintaining skill levels, junior operators will be afforded the opportunity to operate as deemed necessary by the Company.
- 20.04** A change of position or transfer shall be deemed permanent if the Company advises that it **is** permanent.

ARTICLE 21 - BARGAINING DURING TERM

21.01 The parties have had full opportunity to make, accept, and reject proposals and counter-proposals, and have in good faith arrived at the terms of this agreement. Notwithstanding the provisions of this agreement, each party hereto expressly waives any obligation or duty presently or hereafter imposed by Dominion or Provincial law on the other party to bargain collectively or to negotiate with the other party over or pertaining to management rights or the exercise thereof, wages, hours, working conditions, pensions, insurance benefits, or any other terms or conditions of employment, or any other matter or subject whatsoever during the term of this agreement, whether or not any such matter or subject has been presented, discussed or resolved in the negotiations leading to this agreement, and each party acknowledges and agrees that no such obligation or duty exists.

ARTICLE 22 - MISCELLANEOUS

22.01 The Company agrees to contribute up to one hundred and fifty-five (**\$155.00**) dollars per year towards the purchase of safety shoes in a calendar year. Employees are required to purchase safety shoes as designated by the Company.

Effective January 1, 1999 - One hundred and sixty (**\$160.00**) dollars per year.

Effective January 1, 2000 - One hundred and sixty-five (**\$165.00**) dollars per year.

Effective January 1, 2001 - One hundred and seventy (**\$170.00**) dollars per year.

Effective January 1, 2002 - One hundred and seventy-five (**\$175.00**) dollars per year.

22.02 The Company agrees to provide laundered uniforms changes to all employees as required, and agreed upon from time to time. Employees who do not return their uniforms for laundering within a four week (**4**) period will be charged for all missing items unless the whereabouts of such items can be proved after an investigation.

(a) The wearing of the provided uniforms is a condition of employment. Employees who do not wear the uniforms could be subject to disciplinary action.

22.03 All lost time accident reports and the analysis of the cause of the accident shall be posted.

22.04 The Company will make available winter jackets for receiving, maintenance, shipping and manufacturing, for use of employees required to work outside. The employees will guarantee that such jackets are maintained in good condition and the Company will replace jackets when it is deemed necessary.

22.05 Employees in the Classifications **D2, D3, D4** and **D5** will be entitled to a tool allowance of one hundred and sixty dollars (**\$160.00**) effective January **1, 1998**.

Effective January **1, 1999** - One hundred and seventy (**\$170.00**) dollars.

Effective January 1, **2000** - One hundred and eighty (\$180.00) dollars.

Effective January 1, **2001** - One hundred and ninety (**\$190.00**) dollars.

Effective January **1, 2002** - Two hundred (**\$200.00**) dollars.

This amount will be paid on a reimbursement basis and pro-rated for employees entering these classifications during the contract year.

22.06 In the event that the Company introduces an equipment change that results in the requirement for additional or different skills by the employees who are affected by the change, the Company will provide the training necessary to give the affected employees these skills.

This requirement for training will be subject to the reasonable expectation that the affected employees can acquire the required skills within a period of thirty (30) days.

22.07 The Company agrees to give the Union as much notice as possible but not less than three (3) months' notice of the closure or transfer of its manufacturing operations, or any department thereof, which would directly cause the layoff or termination of bargaining unit employees.

Employees so displaced shall first exercise their seniority rights as described within this Collective Agreement. Thereafter, they shall be considered for available positions within other areas of the Company's operations.

An employee who is so displaced and is not able to exercise seniority rights, or who does not obtain an alternate position within the Company, shall be entitled to severance pay equal to one (1) week's pay for each year of service. An employee who accepts such severance pay shall be considered terminated.



ARTICLE 23 - NOTICES

23.1 Any notice or demand required to be in writing shall be served personally on an executive officer of the party for whom it is intended, or may be sent by registered mail addressed to the party for whom it is intended at the address supplied by such party, and if such notice or demand is sent by registered mail it shall be deemed to have been duly given two (2) days after it is duly mailed in the City of Brampton, Ontario. Until written notice that different addresses are to be used:

Notice or demands to the Union shall be sent to the following:

- (a) The Communications, Energy and Paperworkers Union of Canada or such other address as may be designated for such purpose by written notice given to the Company; and
- (b) The Chair of the LePage, Division of Henkel Limited unit of the Union, c/o LePage, Division of Henkel Canada Limited, 50 West Drive, Brampton, Ontario, L6T 2J4.

Notices or demands to the Company shall be sent to the following:

- (a) President,
LePage, Division of Henkel Canada Limited,
50 West Drive,
Brampton, Ontario.
L6T 2J4; and
- (b) Corporate Director,
Human Resources (or Designate)
Henkel Canada Limited
2290 Argentia Road
Mississauga, Ontario, L5N 6H9

ARTICLE 24 - DURATION OF AGREEMENT

24.01 **This** agreement shall remain in full force and effect from the date hereof to and including the 31st day of December, 2002, and shall automatically renew itself thereafter from year to year unless a written notice of desire to terminate or modify any portion or any of the terms hereof is given by either party to the others thirty (30) days prior to the expiration date of the current term. When either party gives such notice to the other of a desire to modify this agreement, within fifteen (15) days after such notice is given a joint meeting of the Company and the Union shall be held for the purpose of exchanging, discussing and

negotiating such proposed modifications. Failure to agree on such modifications of this agreement shall not constitute or give rise to a difference or dispute or grievances under this agreement, and such failure to agree shall not be a matter which is arbitrable under this agreement. The party giving the other parties a notice of the proposed changes may nonetheless at the negotiating meeting add additional requests; the purpose of giving such advance notice being to facilitate the negotiations but not to limit either party.

- 24.02 During negotiations with the Company only the bargaining committee and no other persons shall be present on behalf of the Union. All members of the bargaining committee, except for the National Representative, must be employees of the Company and members of the LePage, Division of Henkel Canada Limited unit of the Union.

ARTICLE 25 - WAIVERS

- 25.01 The waiver in any particular instance, or series of instances, of any term or condition hereof, or any breach thereof by either party, shall not constitute a waiver, or any precedent for waiver, of any term or condition hereof, or any breach thereof, in any other instance, nor deprive such party of the full benefit of such term or condition.

ARTICLE 26 - PROVINCIAL LAWS CONTROLLING

- 26.01 In the event that any of the provisions of this agreement are found to be in conflict with any valid and applicable provincial law now existing or hereafter enacted, it is agreed that such law shall in no way affect the remainder of this agreement.

Executed this 3rd day of February, 1998

SIGNED ON BEHALF OF:

**LEPAGE, DIVISION OF
HENKEL CANADA LIMITED**

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
LOCAL #819**

D. HAIGH

C.MORRISSEY

A. BLIGNAUT

M. ROBERTS

S. MORGANS

A. DO REGO

D. WATSON-LEECH

C. EDISON

J. SOKKANEN

EXHIBIT "A"

		<u>01/01/98</u>	<u>01/01/99</u>	<u>01/01/00</u>	<u>01/01/01</u>	<u>01/01/02</u>
<u>A-1</u>	MATERIAL HANDLER	\$16.09	\$16.49	\$16.91	\$17.33	\$17.76
<u>A-2</u>	SHIPPER/RECEIVER	\$16.37	\$16.78	\$17.20	\$17.63	\$18.07
<u>A-3</u>	TURRET TRUCK OPERATOR	\$16.47	\$16.88	\$17.30	\$17.73	\$18.17
<u>B-1</u>	CHEMICAL / FILTER PRESS OPERATOR	\$17.02	\$17.45	\$17.89	\$18.34	\$18.80
<u>C-1</u>	PACKER	\$15.88	\$16.28	\$16.69	\$17.11	\$17.54
<u>C-2</u>	PACKAGING OPERATOR	\$16.12	\$16.53	\$16.94	\$17.36	\$17.79
<u>C-3</u>	MACHINE OPERATOR	To be determined				
<u>D-1</u>	SWEEPER/JANITOR	\$15.81	\$16.21	\$16.62	\$17.04	\$17.47
<u>D-2</u>	MAINTENANCE HELPER	\$16.45	\$16.86	\$17.28	\$17.71	\$18.15
<u>D-3</u>	MAINTENANCE CLASS "B" & PACKAGING SET-UP	\$18.48	\$18.94	\$19.41	\$19.90	\$20.40
<u>D-4</u>	MAINTENANCE MECHANIC & PACKAGING MECHANIC	\$20.10	\$20.60	\$21.12	\$21.65	\$22.19
<u>D-5</u>	LICENCED TRADES PERSON	\$22.00	\$22.55	\$23.11	\$23.69	\$24.28

- 1** An employee designated as Lead Hand shall be paid a premium of Ninety-five (\$0.95) cents per hour.
- 2.** Cost-of-living Allowance will be applied starting December 1, 1998 if specified conditions exist.
- 3.** Licensed trades person (D5) is defined as a valid license which is issued by a Canadian governmental body and is pertinent to the function they are performing.
- 4.** The Company will pay valid license fees as required for D4 and D5.
- 5.** Government certified forklift trainer will be paid Lead Hand Premium for conduction forklift training.

C.O.L.A.

Following the release by Statistics Canada of the Consumer Price Index for Canada (all items - base 1971 = 100, hereinafter referred to as the "C.P.I.") for December of the current year, the parties shall compare such C.P.I. with the C.P.I. for December of the previous year, and calculate the percentage increase in the C.P.I. during the twelve (12) month period. Effective December 1, of each

year, an adjustment shall be made by the Company to the wage rates in effect on November 30, equal to (1%)one percent per (1%)one percent increase in the C.P.I., if any, by which the increase in the C.P.I. calculated exceeds the current year's percentage wage increase.

Should the C.P.I. in its present form based on the formula 1971 equal 100 become unavailable, the parties shall attempt to reach agreement on the percentage increase in the C.P.I. or, if agreement is not reached, request Statistics Canada to provide the appropriate conversion or adjustment which shall be applicable.

Letter of Intent

The Company agrees to hold discussions with the Union executive, regarding the membership, and selection of bargaining unit employees on any joint committees.

Letter of Intent

During the term of the collective agreement between the parties, the Union and the Company may find it of mutual benefit to introduce ten (10) hour shifts in some departments. If the parties agree to such arrangements, it is understood that any shift arrangement will not result in any increase in the overall costs to the Company.

In such event the provisions in the collective agreement covering Hours of Work and Overtime, Vacations, Holidays, and any related provisions may require amendment.

Letter of Intent

The company and Union will undertake to form a committee defining tasks and responsibilities for the new classification "C-3" Machine operator.

Letter of Intent

The Company and the Union Executive agree to hold discussions to finalize an agreement regarding the scheduling of regular weekend work before March 31, 1998. The parties agree that the proposal as outlined in Exhibit B (attached to the Memorandum of Agreement) will be the basis for these discussions. In the event that the Company and the Union Executive are unable to reach an agreement on this matter, the services of a mutually agreed upon mediator will be used. Upon agreement, Exhibit B it will be incorporated into the Collective Agreement.

Exhibit B

WEEKEND WORKER

1. The Collective Agreement is amended to the extent necessary to incorporate the following provisions. Wherever the terms of Exhibit B conflict with provisions of the Collective Agreement, the provisions of Exhibit B shall prevail. Without limiting the generality of the foregoing, the following clauses of the Collective Agreement shall be inoperative with respect to weekend work and weekend workers except where it is specifically noted to the contrary:

Article 10
Article 17.02

2. Hours of Work

- a) A weekend worker is defined as an employee who, on a regular basis, is scheduled to work on Saturday and Sunday.
- b) Employees whose normal shift hours are set out in 10.04 of the Collective Agreement shall be referred to as weekday workers.
- c) Weekend workers may be scheduled to work on weekday shifts for the purpose of training, or on an overtime basis.
- d) A weekend **is** defined **as** those hours between **23:45** hours on Friday and **00:15** hours on Monday. The payroll week will run from Monday to Sunday.
- e) Weekend workers shall work two **(2)**twelve **(12)**hour shifts, one on Saturday and one on Sunday. The normal shift hours are as follows:

Schedule A **23:45** hours Friday to **12:15** hours Saturday
And
23:45 hours Saturday to **12:15** hours Sunday

Schedule B **11:45** hours Saturday to **00:15** hours Sunday
And
11:45 hours Sunday to **00:15** hours Monday

- f) Each employee working weekend worker hours of work shall receive two **(2)** fifteen **(15)**minute paid breaks during the course of each shift, as well as a one-half **(1/2)** hour unpaid lunch break. This is to be given within the fifth **(5)** hour of the commencement of the shift.
- g) Weekend workers are not entitled to shift differentials or supper money.
- h) **The** Company may schedule, at its discretion, up to a maximum of sixteen **(16)** days on weekends for maintenance purposes. On those days there will be no work scheduled for weekend workers.

3. Pay

- a) Weekend workers shall receive eighteen **(18)** hours pay at the base rate of pay

for the classification in which they are working as set out in Schedule A for each complete weekend shift worked (i.e. thirty-six (36) hours pay for each weekend worked).

- (b) **If a weekend worker is required to work outside of the normal weekend hours of work they shall be paid at the rate of time and one-half the base rate of pay of the classification as set out in Schedule A for each such hour worked. However, if a weekend worker is scheduled to work on weekdays for the purpose of training, such weekend worker shall be paid at the base rate for the classification as set out in Schedule A.**

4. Vacation and Vacation Pay

Vacations and vacation pay shall be granted in accordance with Article 16 of the Collective Agreement except that for weekend workers one weekend (twenty-four (24) hours) shall equal one (1) weeks' vacation.

5. Holidays

Each weekend which is not worked by a weekend worker is equal to five (5) holidays as set out in Article 7. Any such weekend not worked shall be scheduled at the discretion of the Company. In order to qualify the weekend worker must meet the requirements of Article 17.02 as modified below. Any balance of negotiated holidays will be paid based on eight (8) hours at the base rate of the classification as set out in Schedule A. For pay purposes, the Company will designate when the holidays are to be paid. In order to qualify for such payment the weekend work must meet the requirements of Article 17.02 of the Collective Agreement except as modified below:

- (c) *works as scheduled on the weekend immediately preceding and following the holiday, unless the employee receives a leave of absence for good cause from the appropriate supervisor or the employee is absent due to illness, in which case a doctor's certificate must be produced;*

6. Weekly Indemnity

- (a) Accident and Hospitalization – One-half (1/2) the present weekly benefit for each twelve (12) hours shift missed'.
(b) Sickness - Same as above except the benefit is payable after the first twelve (12) shift missed.

7. Pension Plan

Pension calculation is based on years of continuous service. For the purpose of pension calculation, each weekend shift worked is equivalent to one half (1/2) calendar week.

8. Jury Duty

An employee called for jury duty shall be reimbursed by the Company for the difference between jury fees and the normal pay the employee would otherwise have received for the Saturday and/or Sunday for the actual time the employee is necessarily required to be absent from work.

9. Bereavement Leave

If the five (5) day, three day (3) or one (1) day leave involves Saturday and/or Sunday, the Company will pay the normal pay rate (eighteen (18) hours pay) for the Saturday and/or Sunday involved in accordance with the provisions of Article 12 of the Collective Agreement.

10. Available Overtime

- (a) Weekend Overtime - If the Company determines that overtime is deemed necessary in addition to regularly scheduled weekend work, such weekend overtime shall be offered to weekday workers in accordance with the provisions of the Collective Agreement.
- (b) If an employee on a continuous shift operation is not relieved by the employee on the same operation in the succeeding shift, the employee shall continue for a maximum of two (2) hours or until relieved, whichever is the shorter period.
- (c) Weekday Overtime - Weekday overtime shall first be offered to weekday workers in accordance with the Collective Agreement. If the Company is unable to get a sufficient number of workers from the weekday worker group, then overtime shall be offered to weekend workers following the same overtime distribution provisions in Article 10 of the Collective Agreement.

11. Reporting Pay

Reporting pay shall be provided in accordance with Article 11.01 of the Collective Agreement except that reporting pay will be nine (9) hours at the base rate of pay for the classification involved.

12. Seniority

- (a) In determining the probationary period of a weekend worker under Article 9.01, a weekend shift worked will be the equivalent of twenty hours worked.
- (b) If two (2) or less consecutive weekends in a department have not been worked, affected weekend workers may exercise their seniority rights to displace a Junior weekend worker in accordance with the provisions of Article 9.04 but shall not be able to exercise their seniority rights to displace a junior weekday worker.
- (c) If more than two (2) consecutive weekends in a department have not been worked, affected weekend workers may exercise their seniority rights to displace a junior weekend worker in another department or a junior weekday worker in accordance with the provisions of Article 9.04 of the Collective Agreement.

- (d) If a weekend worker is the successful applicant for a promotion in accordance with Article 9.02, they shall carry their weekend seniority to the weekday job. The same rule shall apply for weekday workers who successfully obtain a weekend opening under paragraph four of Exhibit B.

EXHIBIT C

PERFORMANCE INCENTIVE PLAN

1. The Company agrees to initiate a Performance Incentive Plan for bargaining unit employees at the LePage facility. The purpose of the plan is to provide an incentive pay out for employees based on the achievement of established employee performance objectives.
2. A Performance Incentive Committee will be established to administer the program and to develop guidelines for the establishment of objectives and methods of measurement. The Performance Incentive Committee will act only by unanimous decision. The Committee has the latitude to modify the terms of the conditions of the plan, as necessary, to make it more effective. The Committee will consist of four members of Management and Union Chair, Vice Chair and two (2) designees appointed by the Union Chair.
3. Performance objectives for each employee will be established prior to the end of January of each year.
4. Management will determine the maximum amount of the plan pay out for each year, based on the profitability of LePage, Division of Henkel Canada Limited. The maximum pay out percentage of base earnings under this Performance Incentive Plan shall be that established under the Profit Performance Plan for salaried employees.
5. Pay outs will be made on an annual basis based on the measurement of performance against objectives for the period January to December.
6. The plan will not be subject to the grievance or arbitration procedure, rather, any employee involved in the Performance Incentive Plan which achieves less than half of the maximum pay out, may appeal the evaluation to the Performance Incentive Plan Committee. In order to be considered the appeal must be received in writing stating the specific reason(s) why the evaluation should be considered and submitted to the Chair of the Committee within ten (10) working days from the date of the award. In order for the evaluation to be adjusted, a majority of the committee must approve the decision.