

# Agreement

**BETWEEN** 

CORO (CANADA) INC.

- AND -

METAL POLISHERS, BUFFERS,
PLATERS, ALLIED
INTERNATIONAL UNION,
LOCAL 19.

- 1992 -

## MEMORANDUM OF AGREEMENT made as of the 12th day of December. 1991.

Between: CORO (CANADA) INC. (hereinafter called the "Company") of the FIRST PART

-and-

METAL POLISHERS, BUFFERS, PLATERS, ALLIED INTERNATIONAL UNION, LOCAL 19 (hereinafter called the "Union") of the SECOND PART

certain Employees of the Company;

AND WHEREAS in accordance with such certification and in compliance with the Ontario Labour Relations Act, the parties mutually agree as follows:

WHEREAS by order dated February 1, 1947, made by the Ontario Labour Relations Board, Local 19, of Metal Polishers, Buffers, Platers, Allied International Union has been certified as the bargaining agent on behalf of

### Article 1 PURPOSES OF THE CONTRACT

1. The purposes of this contract are to establish hours of work, rates of pay and conditions of employment in compliance with the laws of the Province of Ontario.

### Article 2 BARGAINING AGENCY

- 1. Employees covered by this contract shall be only all hourly rated Employees, including lead hands, of the Toronto Plant of the Company, save and except production chasers, nurses, firemen, watchmen, office staff, shippers, receivers, persons regularly employed for not more than twenty-four hours per week, forepersons and assistant forepersons above those ranks and temporary employees as mentioned in Article 8, Paragraph 1, hereof.
- 2. The Company recognizes and acknowledges the right of the Union to represent and bargain for the Employees covered by this contract.

### Article 3 HOURS OF WORK, ETC.

- 1. The normal working week shall consist of forty (40) hours as follows: Monday to Thursday, inclusive 7:45 a.m. to 4:45 p.m. and on Friday from 7:45 a.m. to 2:15 p.m. or such other hours between 7:00 a.m. and 6:30 p.m. as the Company may see fit.
- 2. The lunch period shall be a thirty (30) minute break starting not earlier than 11:00 a.m. and not later than 1:00 p.m. The staggered lunch periods at present in force will be adhered to so long as it is possible but may be changed if the working hours for the day are changed. The lunch period in such case shall be proportioned approximately the same as in relation to the work day of 7:45 a.m. to 4:45 p.m. The provisions of this paragraph are subject to any directives or orders

made by the Department of Labour of the Province of Ontario.

- 3. Overtime shall be calculated on a weekly basis, for hours worked in excess of 40 hours.
- 4. In the case of hourly rated employees, overtime shall be paid for at the rate of one and one-half times the employee's hourly rate.
- 5. An employee who works on a Sunday shall be paid as full wages therefore:
  a) in the case of an hourly rated employee, at double his hourly rate. Example: hourly rate \$7.00 per hour Sunday rate is \$14.00 per hour.
  b) in the case of a piece worker, at double the piece worker's average hourly earnings for the preceding six months or such shorter period as he may have been employed on piece work. Example: hourly rate \$7.00 per hour Sunday rate \$14.00 per hour.
- 6. In the case of piece workers, overtime shall be paid at the rate of one and one-half times the piece workers average hourly earnings for the current week, providing said rate is equal to or greater than the guaranteed rate. If the production rate is the lesser of the two, then the departmental guaranteed rate will be paid.
- 7. Employees covered by this Agreement are to be ready and willing to work overtime at the Company's request, provided they are given 24 hours' notice. If less than 24 hours' notice is given, it will be optional on the employee's part if the employee wants to work overtime or not. Employees may also be exempt from overtime providing a good reason is given and the exemption is

approved by the Union Representative and Management. Overtime hours will conform with the Employment Standards Act. Overtime requests are to be based on seniority, except for piece work. For piece work overtime the Company reserves the right to select the employees that are to work overtime based on the employees history of meeting or exceeding their 6 month piece work averages.

8. It is agreed that in all departments not airconditioned and with the exception of Plating and Casting, when the Humidex readings exceed 114 degrees Fahrenheit or 45 degrees Celsius, it will be optional for all Union Employees as to whether they want to continue work or leave for the balance of the day. Employees will not be paid for any time lost except that they will be covered by Article 5, Paragraph 5. Humidex indicators will be installed in strategic locations within the plant to provide easy access to the readings. The Plating and Casting Departments because of their unique heat and humidity problemswill be negotiated separately as conditions warrant between the Union and Plant Management.

### Article 4 HOLIDAYS AND VACATIONS

1. For the purposes of this contract the following days are specified as holidays:

New Years Day Victoria Day Civic Day Thanksgiving Day Boxing Day Good Friday Canada Day Labour Day Christmas Day Heritage/Floating Day

- 2. An employee shall not be entitled to holiday pay as mentioned in this Article 4 unless:
- such employee shall have worked until closing time of the Plant on his last scheduled working day in the nine working days preceding such holiday (unless prevented from doing so by
- illness or accident arising in such nine working day period and proved by a doctor's certificate or justifiable in the Nurse's opinion or byu circumstances occurring in the Plant over which the employee has no control); or by special permission requested by the Union in individual cases, and granted by Management:
- the nine working days following such holiday (unless prevented from doing so by illness or accident arising in such nine working day period and proved by a doctor's certificate or justifiable in the Nurse's opinion or byu circumstances occurring in the Plant over which the employee has no control); or by special permission requested by the Union in individual cases, and granted by Management; all new employees shall not be entitled to holiday pay unless they were employed at least nine

such employee presents himself for work at the proper time and ready, able and willing to work on his next regularly scheduled working day in

sections (a) and (b) of Article 4, paragraph 2, will also apply to new employees. When a holiday (with the exception of Christmas)

working days prior to a holiday. In addition,

falls on a day other than Monday or Friday and

if by agreement between the Union and Management a day before or a day after the holiday the Plant is closed, and the Union and Management set-up a schedule to make up the hours lost by the Plant closing, all employees covered by this agreement must work on the agreed upon schedule (unless prevented from doing so by illness or accident arising in such nine working day period and proved by a doctor's certificate or justifiable in the Nurse's opinion or byu circumstances occurring in the

4. An employee who works on a holiday shall be paid

Plant over which the employee has no control) or

as full wages therefore:

a) in the case of an hourly rated employee, at two

per hour.

forfeit their pay for the actual holiday.

3. Subject to the provisions of this Article, an employee who does not work on a holiday shall be entitled to be paid for such holiday, at his normal rate.

- a) in the case of an hourly rated employee, at two and one-half times his hourly rate; Example: hourly rate \$7,00 per hour Holiday rate \$17.50
- b) in the case of a piece worker, at two and one-half times the piece worker's average hourly earnings for the preceding six months or such shorter period as he may have been employed on piece
- hour Holiday rate \$17.50 per hour.

  5. A piece worker's pay for a holiday on which he does not work and for vacation shall be computed at the beginning of each calendar year on the basis of the piece worker's average hourly earnings for the

work. Example: piece work average \$7.00 per

preceding six months or such shorter period as the worker may have been employed on piece work.'

- 6. Each employee shall receive vacations pursuant to the Employment Standards Act.
- 7. For the purpose of calculating vacation entitlements for those employees who are to receive in excess of that provided by the Employment Standards Act, years of service will be calculated on a fiscal years of service basis which commences on July 1st and ends on the subsequent June 30th. For employees who have completed 5 fiscal years or more of service with the Company, they will receive 3 weeks' vacation with pay, and employees who have completed 10 fiscal years or more of service with the Company will receive 4 weeks' vacation with pay. Employees who have 25 years or more of fiscal service with the Company will receive 5 weeks vacation with pay.
- 8. If a holiday falls on a non-working day the Company shall have the option of either:
  - a) paying the employee as above set out; or
  - b) declaring some other work day in the week in which such holiday falls or in the succeeding week to be a holiday in lieu of such actual holiday and for the purpose of this contract and the rights and obligations arising hereunder.
- 9. It is the responsibility of the Company to schedule vacations. An employee entitled to one or two weeks' vacation must give notice to the Company sixty days prior to the time at which the employee wishes to take her vacation. If two or more employees request vacation during the same dates, the senior employee

shall have priority. If an employee is entitled to a third, fourth or fifth week of vacation, the scheduling of such vacation is at the discretion of the employer.

- 10. Hourly rated employees with at least three Vears' seniority, and have been employed full time during the prior Year, will be entitled to their full two weeks' vacation with two weeks' pay, regardless of whether the total two weeks were earned or not at the time of taking the vacation. This is subject to paragraph 9.
- 11. For the purposes of the immediately preceding paragraph 10, a full time employee is one who has been fully employed for a period of not less than forty-six (46) weeks during any given year. Exception may be made upon the request of the Union and agreed to by Management.
- 12. Hourly-rated employees who are asked by Management to take time off out of normal union seniority rotation, will continue to accrue vacation benefits as well as all other company benefits during their lay-off, except wages.

### Article 5

- 1. The job specifications of all Employees shall be at set out in the schedules hereto attached
- 2. The minimum wages to be paid to Employees during the term of this contract shall be as set out in the various schedules appended hereto showing classifications, rates and periods of time.

- 3. Should the Company make any changes in its method of production of any article or articles (and as opposed to changes in design or pattern) and if the Company can prove to the Union Representative through a time study or other method, that the actual time required for a certain operation has been increased or decreased, a proportional increase or decrease of the piece work rate is to be implemented. In addition, if an error is made in the rate of a new or established piece work operation either up or down, Management reserves the right with Union co-operation to adjust the rate accordingly. In the event that the Company and the Union fail to agree, the decision of the President of Coro (Canada) Inc. will be final and binding upon the parties for the duration of the contract.
  - 4. When a piece worker spends more than five minutes waiting for either job material, or the setting-up of a new job, he shall be paid such waiting time after the first five minutes.
  - 5. Employees shall be guaranteed three (3) hours' pay when the Company fails to advise the employee on the previous day not to report for work.
    - 6. Notwithstanding the foregoing:

Wage agreement for the period December 29, 1991 to December 31, 1994:

PIECE WORK UNION EMPLOYEES: 1ST YEAR - JANUARY 1 TO DECEMBER 31, 1992. The "Union Negotiated Increase" on every Piece Workers weekly statement of earnings will remain at \$3.65 per hour. This will be reflected on the GUARANTEED RATE FOR PIECE WORKERS, as shown on Schedule

2ND YEAR-JANUARY 1 TO DECEMBER 31, 1993.

The "Union Negotiated Increase" on every Piece Workers weekly statement of earnings will increase by \$.10 per hour from \$3.65 per hour to \$3.75 per hour. This will be reflected on the GUARANTEED RATE FOR PIECE WORKERS, as shown on Schedule

3RD YEAR - JANUARY 1 TO DECEMBER 31, 1994.
The "Union Negotiated Increase" on every Piece Workers weekly statement of earnings will increase by \$.10 per hour from \$3.75 per hour to \$3.85 per hour. This will be

reflected on the GUARANTEED RATE FOR PIECE WORKERS, as shown on Schedule

- HOURLY RATED UNION EMPLOYEES: 1ST YEAR - JANUARY 1 TO DECEMBER 31, 1992.
  - 1992. Hourly rated employees will remain the same - see Schedule "A".
  - 2ND YEAR-JANUARY 1 TO DECEMBER 31, 1993:
    Hourly rated employees will receive an increase of approximately 3% which will be

reflected and shown on the attached Schedule "B".

3RD YEAR - JANUARY 1 TO DECEMBER 31, 1994:

Hourly rated employees will receive an increase of approximately 3% which will be reflected and shown on the attached Schedule "C".

- c) Committees will be set up to review suggestions quarterly for the upgrading or downgrading of outstanding employees into the various grades: 1. Warehouse - 2 Union Officers and 2
  - Management Staff.
    2. factory 2 Union Officers and 2
    Management Staff.

If an impasse is reached in either Committee regarding the regrading of an Employee, the President of Coro shall make the final decision.

### Article 6 DISCRIMINATION

 Coro (Canada) Inc. is dedicated to the promotion and achievement of a positive and rewarding work environment for all employees.

Toward this end, we remain firmly committed to the belief that all our employees should be free from harassment and/or discrimination in the workplace. We continue to endorse the policy contained in the Human Rights Code that:

- Every person has a right to equal treatment with respect to employment without discrimination because of race, place of origin, colour, ethnic origin, citizenship, creed, sex, age record of offences, marital status, family status or handicap. Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age record of offences, marital status, family status or handicap.
  - 2. The Union shall show no discrimination against any employee whether or not he is a Union member. 3. The responsibility for the management.

operation, extension and curtailment of the business, as

their conduct or work performance is not satisfactory.

- well as the authorityto direct, transfer, promote, demote, reprimand and discharge employees shall be vested exclusively in the Company, subject to the provisions of this contract. 4. The company has the right to warn Employees if
- providing that: a) a Union official is advised before warnings are issued:
  - b) a Union official is present when the warnings are
  - issued: c) the warnings are issued to the employee in
  - private: d) the warning is given to the employee and the
  - Union representative in writing: e) in the event that an employee receives three
  - written warnings within twelve-month period, the

employee will be immediately dismissed and such dismissal is deemed to be for just cause. The parties agree that such dismissal under this Article is a specific penalty for an infraction within the meaning of section 44(6) of the Labour Relations Act.

5. The Company has published a set of Plant Rules to be adhered to by all Employees. These agreed upon Rules have become a part of the printed-copies of agreement as per Article 19, paragraph 1. The agreed Plant Rules are to be included and are part of this Collective Agreement.

#### Article 7 SICK LEAVE

- Employees who are employed by the Company and have been employed for not less than six months, but for less than one year, shall be entitled to two weeks' sick leave without pay during the period of this contract.
- 2. Employees who are employed by the Company and have been so employed for one year or more shall be entitled without loss of seniority to four weeks' sick leave without pay for each year of service to a maximum of six months and during the term of this contract. Additional approved sick leave shall be deducted from the employee's accumulated seniority.
- Any employee on sick leave because of a bona fide illness and within the prescribed limits of this Article shall be entitled to his or her position after returning to work providing that such employee is physically fit and

ready, willing and able to work and providing that such employee seeking to return after an absence of one week or more due to illness shall supply the Company with a doctor's certificate as to such illness.

4. This Article is not intended to entitle any employee to return to employment with the Company for any reason other than bona fide illness.

### Article 8 TRW PERIOD

- 1. Newly hired employees shall be given a trial for a period of twelve weeks during which time the Company may, for any reason not contrary to law, discharge such employee and there shall be no recourse therefore on the part of the employee, the grievance committee or the Union. During this period the employee is not required to pay union dues.
- 2. If the employee shall be retained by the Company longer than the twelve weeks' trial period, the employee shall be considered a regular or permanent employee of the Company and shall be entitled to the rights and privileges and subject to the duties and liabilities of this contract, and be required to pay normal union dues.

### Article 9 INDIVIDUAL ARRANGEMENTS

No arrangements shall be made by the Company with any employee covered by this contract which shall violate this contract.

### Article 10 MACHINERY OF ADJUSTMENT AND ARBITRATION

- 1. The Company may bring, within one week from its inception, any complaint it *may* have against the Union, its officers, committee persons and members.
- 2. The Union, in the same manner and within the same time, may bring complaints against the Company.
- 3. If such complaint, brought by either party, is not settled to the mutual satisfaction of the parties, it may be treated as a grievance and referred to arbitration and in the manner prescribed hereafter.
- 4. Arbitrable matters shall be only those matters which arise out of the interpretation and application of the provisions of this contract. For greater certainty, decisions made by the President of Coro (Canada) Inc. pursuant to specific powers granted to him in this Collective Agreement do not create substantive rights on the part of employees or the Union and are, therefore, not grievable nor arbitrable.
- 5. The Arbitration Board shall not be authorized to make any findings or decision inconsistent with the provisions of this contract, nor shall they have the power to add to, alter, modify, amend or detract from any part of this contract, not deal with any matters not covered by this contract.
- 6. In a case involving the discharge or discipline by suspension from work, of any employee who has passed the trial period, should a Board of Arbitration find and decide that such discharge or discipline was, in fact,

wrongful, the Board shall have the power to determine whether or not the said employee shall be reinstated with full, partial, or no back pay.

7. Grievances shall be handled in the following manner:

The employee and his foreman or department head shall in the first instance take up the grievance, if it be one involving them, and if such grievance is not disposed of the aggrieved, if it be the employee, may within twenty-four hours after disposition as provided above, file in writing said grievance with the Plant Superintendent. If the aggrieved be the Company, it may within twenty-four hours after its disposition as provided above, file in writing said grievance with the Grievance Committee of the Union, who shall reply in writing to the grievance within three working days of its receipt, as aforesaid.

- 8. If the aggrieved party desires to carry the grievance further, he may, within forty-eight hours after receipt of reply under paragraph 7 or within such further period as may be agreed upon by the parties, have the grievance taken up at a meeting between the Grievance Committee of the Union, the employee, if he be involved, and if either side desires his presence, the Plant Superintendent. A full time officer of the Union may be present if his presence is required by either of the parties.
- 9. The Grievance Committee of the Union shall consist of Shop Stewards elected from among the employees and consisting of not more than five in number. The Union agrees from time to time to notify the Company as to the names of the Shop Stewards so

appointed.

- 10. Should the grievance not be settled within fortyeight hours of the last mentioned meeting or such longer period as may be mutually agreed upon, at the request of either party, the grievance may be referred to arbitration.
- 11. The party desiring arbitration shall, within five days after the grievance has been disposed of according to the provisions of paragraph 8, proceed, by writing to the other party requesting such arbitration, and such request shall contain the nomination of an arbitrator for the requesting party. The other party shall then, within five days of receipt of such a request, nominate an arbitrator and advise the requesting party in writing thereof.
- 12. The two arbitrator s o nominated shall immediately hold a conference for the purpose of electing a Chairman of the Board of Arbitration. Should they fail to so elect a Chairman within twenty-four hourrom the commencement of such conference held for such purpose, they shall request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.
- 13. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 14. The parties hereto will bear the expense equally of the Chairman of the Board of Arbitration and will solely bear the expense of the Arbitrator appointed by it.

- 15. Except by mutual agreement, no matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure. The time limits set out in this Collective Agreement are mandatory and may not be altered or varied by an Arbitrator or Board of Arbitration.
- 16. The decision of the majority of the Board of Arbitration or failing such majority, the decision of the Chairman thereof, will be final and binding upon the parties hereto.

### Article 11 UNION REPRESENTATION

- 1. A duly authorized offices or representative of the Union shall have the right to visit the Company's Plant during reasonable business hours for the purpose of expediting, adjusting and disposing of any complaints or grievances arising out of or pertaining to this Agreement, but upon first making request at the Plant office and receiving permission therefor.
- 2. An allowance shall be made by the Company to the Chief Union Steward in the Plant for time necessarily spent by him in attending to Union matters in the Plant. The allowance shall be at the Steward's hourly rate of pay or if the Steward is a piece worker, at his-average hourly rate. In no event, however, shall such allowance exceed five hours per week. The Union will forthwith after execution of this Agreement supply the Company with an up-to-date list in writing of the Shop Stewards appointed by the Union or its membership and employed by Coro and the Company shall be entitled to rely upon such list and to deal with the persons therein

named as Shop Stewards until a further list in writing is from time to time supplied to the Company.

#### Article 12 LOCKOUTS OR STRIKES

- The Company agrees that during the life of this contract it will not call or direct a lockout of its Employees.
- The Union agrees that during the life of this contract it will not call or direct any strike, sympathy strike. holidavs proclaimed by Employees; stoppage, slowdown or other interference with production, collectively or individually, for any reason whatsoever.

#### Article 13 SENIORITY

- Seniority shall be on a departmental basis.
- 2. The Department listing for the purposes of seniority will be updated to reflect current conditions:
- P & A Assembly
- Clerical Homework Layout
- Glue In Cast Inspection
- String Up
- Paint Rackers
- (g) Carding Casting - Casters
- Casting Mould Makers
- Polishing
- (k) Plating Helpers

- (I) ) Tubbing Helpers
  (m Sorting
  (n) Paint Machine Operators
  (o) Tool Room Press Op.
  (p) Porters General Factory
  (q) Lost Wax Waxing
  (r) Repairs
  (s) Order Fillers Major Accounts
  (t) Order Fillers Coro
  (u) Order Fillers Eastern
  (v) Wrappers Coro Helpers
  (w) Wrappers Eastern
- (x) Wrappers Export (y) Stockkeepers Helpers (z) Maintenance
  - (aa) Salesman Sample Sewers (bb) General Merchandise Prep. Clerks
    - (a) Any employee laid off because of lack of work in his or her department shall be given preference in other departments, rather than to hire new employees.
      - (b) That if a job opening becomes available, before an outside person is engaged, the job opening be posted and present employees may apply for the position. Factory employees for factory posted jobs, Warehouse employees for warehouse posted jobs. If an employee applicant in Managements's and the Union's opinion is qualified, the employee may then be considered for the posted position. If more than one employee applies the one most qualified will be chosen. If both are equally qualified, the one with the most seniority will be chosen. A trial

period of four (4) weeks will be allowed to ascertain if the transferred employee can do the job and if either the employee or Management feel that the transferred employee cannot perform the job satisfactorily, the employee will be transferred back to their original job without loss of seniority. However, in the period the transferred employee will lose all of his or her seniority from all prior departments.

- 4. (a) Employees transferred from one department to another at the Company's request shall continue to have and accrue seniority in the original department for a period of twelve months from the date of such transfer. Such employees shall not exercise their accrued seniority in the new department until after they have been in such new department for a period of twelve months:
  - (b) When a transferred employee remains in a new department for more than twelve months, he/she shall after such twelve months have in the new department all his/her accumulated seniority from the department from which he/she was transferred, together with the seniority which accrues to him in the new department thereafter;
  - (c) When an employee requests a transfer to another department, or applies for and accepts a posted job, his or her seniority accumulated in the prior department is forfeited.
- 5. When an employee is transferred from one department to another he/she shall be paid on the

#### following basis:

- (a) if the transfer is for the benefit of and at the request of the Company and after a four month probationary period at the higher of: (i) The rate at which the employee was being currently paid in the former department; or (ii) The fate at which the employee would ordinarily be paid in the new department. Provided further, that the employee wird bearings in the former department to date of transfer and in the new department will receive the greater of piece rates or guaranteed rates as may be applicable.
- employee, at the lower of: (i) the rate at which the employee was being currently paid in the former department; or (ii) the rate at which the employee would ordinarily be paid in the new department.

(b) if the transfer is at the request of the

- Employees shall lose all seniority and other rights with the Company in case of lay-off, on the following basis:
  - a) Employees with less than six years' seniority, at the end of six continuous months' lay-off;
  - b) Employees with more than six years' seniority, at the end of a continuous lay-off, of the number of months corresponding to the number of years for which such employee shall have seniority (but in no event exceeding twelve months).
  - 7. Employees shall be laid off in reverse order of

### Article 15 BENEFITS - SICK I FAVE PAY

1. It is agreed that for the duration of this contract, the following sick leave pay becomes a benefit for the employee: An employee who is unable to work because of non-occupational accident or sickness not covered by Workers' Compensation, and is under the treatment of a Physician, will receive sick leave pay from the first to the fifth working day of absence, after which sick leave benefits are payable through the Unemployment Insurance Commission. To be eligible to receive sick pay the employee must be off a full day (half days are not considered) and present an acceptable doctor's certificate immediately upon return to work. The Company reserves the right to send the employee to the Company Doctor at any given time.

An employee will be eligible for this benefit after 12 months' continuous employment and only once in every calendar year.

This benefit excludes maternity benefits (which term includes resulting childbirth, miscarriage or abortion).

An employee eligible for sick leave shall be paid as full wages therefore:

- a) in the case of an hourly-rated employee, at his or her hourly rate;
  - b) in the case of a piece worker, at the pieceworker's average hourly earnings for the preceding six months or such shorter period as he or she may have been employed on piece work.

This remuneration will be reported on the U.I.C. Application for benefits as sick leave pay, not earnings, and therefore will not be deducted from the sick benefits payable by U.I.C., as per the Unemployment Insurance Act - Section 157 (3) (b).

- c) in the event that the Federal Government deletes sick time from the U.I.C., the Union and Management will meet to negotiate a sick time plan to cover all Employees as soon as possible.
- 2. For the duration of this contract, all employees covered by this Agreement after 12 months' continuous employment will be covered by a Company-paid life insurance policy of \$5,000. face value.
- 3. Employees receiving their Canadian Citizenship Papers will be entitled to one paid day off to attend Citizenship Court.
- 4. Effective for the duration of this contract, all employees covered by this Agreement after 12 months continuous employment will be covered by a Company paid Basic Dental Plan \$25/\$50 deductible, 100% reimbursement, \$1,000. annual maximum, using the 1987 ODA schedule.
- 5. Effective for the duration of this contract, all employees covered by this Agreement after 12 months continuous employment will be covered by a Company paid Health and Drug Plan.
  - a) The Health Care Plan has the following restrictions: \$50/\$100. deductible per calendar year. The Insurance Company will pay 80% over the deductible.

period before quitting time, or such other time as may be allotted by the Company, for the purpose of washingup.

4. The Company will supply to the employees all safety and protective devices necessarily required by their job. Employees purchasing safety shoes that are required to perform their jobs will be reimbursed up to \$35.00 per pair. However the employee must remain in the Company's employment for a minimum of six weeks. Should the employee self-terminate before the six weeks, the \$35.00 paid by the Company for the safety shoes, shall be deducted from the last pay cheque.

#### Article 17 CHECK-OFF

The Company agrees to the principal of the Rand Formula insofar as follows:

- 1. As a condition of employment for all employees (present or future) except students, the Company will deduct from the wages owing by it to such employee the sum of ten (\$10.00) per month as is equal to the dues charges by the Union to its members per month.
- 2. Such deduction will be made as to five (\$5.00) in the second and fourth pay of each month.
- 3. The Company will remit to the Union such sums so deducted on or before the tenth working day of the month following, payments being made by a cheque to the order of the Metal Polishers, Buffers, Platers, Allied International Union, Local 19, C.L.C., and forwarded to

the President or duly authorized officer of Local 19.

- 4. The Company shall have all the liabilities of, but not other than, a gratuitous bailee with respect to such monies.
- 5. No provision of this contract shall compel any employee of Coro (Canada) Inc. to join the Union.
- 6. The Union agrees to admit any employee of Coro (Canada) Inc. to membership in the Union under the terms and conditions as any other member is admitted.

## Article 18 JURY DUTY AND BEREAVEMENT

- 1. Employees called to Witness or Jury Duty shall excuse themselves from their work only to such a reasonable extent as will allow them to carry out such duties. Employees on Witness or Jury Duty will be paid the difference, if any, between the remuneration received for Witness or Jury Duty and their regular current rate of salary from the Company after having being employed for sixty days.
- 2. Employees may receive three (3) days off work with full pay for the death of a current legal spouse, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or present common-law spouse, after having been employed for sixty days, provided that such three days be taken within one week of the death, and that the employee is actually going to attend the funeral. If the employee is not going to attend the funeral only one day with full pay will be

allowed, and this day must be taken within one week of the death. i

### Article 19 COPIES OF AGREEMENT

The Company agrees to furnish copies of the Final Agreement and forward to the Union enough copies for distribution to each member of the Union. The copies are to be pocket size -  $3\ 1/2$  inches  $\times\ 5$  inches.

### Article 20 DURATION 7F CONTRACT

The contract shall remain in full force and effect for a period beginning on the 29th day of December, 1991 and expiring on the 31st day of December, 1994, except that negotiations for the renewal hereof may be commenced pursuant to the regulations under the Labour Relations Act, R.S.O. 1970.

IN WITNESS WHEREOF the Parties hereto have hereunto set their signatures under the hand of their duly authorized representatives.

METAL POLISHERS, BUFFERS, PLATERS, ALLIED INTERNATIONAL UNION.

Per: BERNICE GOMES

Per: BARRY NEWMAN

CORO (CANADA) INC.

Per: FRANK GOLDBERG

## CORO (CANADA) INC. PLANT RULES

- All employees are required to wear and use identification badges for computerized attendance recording.
   Enter your badge into the designated entry
- station at departmental starting time.

  3. Enter your badge out at the end of the work
- period. (It is not necessary to punch in and out at lunch periods.)

  4. Any person leaving the Company property for
- any reason must enter their badge in and out.

  5. If a badge is lost, another will be issued. If a
  - assessed to replace it.

    If for any reason the entry station is out of order or you have forgotten your I.D. Badge, you will enter your identification number and time on temporary time sheets located in the Payroll Office.

second badge is lost a penalty of \$5.00 will be

7. Inability to report to work should be reported early in the morning to the nurse, personnel or your supervisor.
8. Failure to report such absenteeism by the 4th day

6.

will result in termination.

- Employees may not leave the building during working hours unless they secure permission from their supervisor who will issue a pass. In the case of an illness pass the supervisor should countersign it.
- Employees may not enter or leave the building through unauthorized doors. Doors such as Receiving, are authorized at certain hours only.
- 11. The Company reserves the right to examine packages entering or leaving the building - as well as the contents of clothing, bags, etc. Cash sales are to be picked up at the Payroll Office after punching out.
- 12. Employees may not leave their work station without permission from the supervisor, with the exception of going to the washroom.
- Employees must be at their designated work stations at 7:45 a.m. sharp and promptly when the bell rings after rest periods and lunch breaks.
- 14. Wash-up time is to be organized by the supervisors, allowing five (5) minutes for each employee. Employees must remain at their work station until 4:43 p.m. at which time they may go to their designated entry station.
- 15. Management has designated a ten minute break from 4.45 ຈາກກຳລາ 4.55 ຈາກກຳລາໄປ ໃຈເຂົ້າຂອງ ເຄັດ ໄດ້ Factory employees who are working overtime. A bell will ring at 4:55 p.m. to advise employees the end of break period. Smoking will still only be

exist. All employees are expected to do their part in making this Plant accident free. Failure on an employee's part to comply with safety rules will result in written warning slips being issued and possible suspension.

22. All injuries are to be reported immediately to First Aid.

following areas are designated as "NO EATING

Paint Department

23. Food during rest periods or lunch break may be consumed in most departments. However the

AREAS":

24.

25.

Plating Department
Tubbing Department
Waste Treatment
Polish Department
Model Department
All employees in the above departments must eat in the Cafeteria.

Casting Department
Carding Department
Glue-In Department
P & A Department

A Department
Department
Size of the carding Department
Carding Depa

break, it must be done in the Cafeteria.

Only employees assigned to each department may eat in that department. If interdepartment employees desire to eat or socialize during lunch

- Parking spaces are assigned by Building Maintenance. Free parking is a privilege, don't abuse it.
  - Outside drivers are not allowed in the parking lot at closing time.

please go to the designated parking spot with your driver. DRIVERS - Please note this request.

27. Outside drivers please leave passengers at the

26.

30.

31.

end of our sidewalk.

28. A sidewalk has been built beside the driveway for

When driving into the parking lot in the morning,

your safety and convenience. USE IT.

29. It is the driver's responsibility to be in control of hisvehicle at all times. Excessive speed and lack of courtesy when driving in or out of the parking

lot could result in an accident.

be an accident-free driveway and parking lot.
Nor should you or the driver be called upon to push or shovel in an obstructed driveway.

It is still Company policy that the giving of gifts, either merchandise or cash between employees, or employee to supervisor, is prohibited. This applies at Christmas, Easter, Birthdays or

By following the above instructions, there should

- anytime throughout the year. The only exceptions will be:
  a) Going-Away Gift (i.e. retirement)
  b) Wedding Gift
  c) New Baby Gift
  d) Special Occasion as authorized by
- Management.

  Use of Company equipment for personal reasons without the prior written permission of
- without the prior written permission of management will be subject to immediate

dismissal.

- DRESS CODE All employees are expected to dress in a proper manner.
- 33. SMOKING Smoking will not be allowed during working hours and is authorized only in Company

designated areas such as the Cafeteria during

34. HOUSEKEEPING-All employees are expected to assist in good housekeeping by avoiding littering of any kind.

rest and lunch periods.

# EMPLOYEE CONDUCT POLICY When many people work closely with each other, it is

important that we all understand the rights of our fellow workers and the Company. It would not be fair to

permit some employees to neglect their duties and responsibilities or conduct themselves in an improper manner.

For most of us, we know what is expected of us and we do it. But every group of people working together has

rules to help guide the conduct for its members.

We sincerely hope that you will never violate the rules, as such will necessitate disciplinary action in the degree

appropriate. Disciplinary action may range from verbal and/or written warnings, suspension or discharge. Any disciplinary action will be documented in your file.

#### A THE FOLLOWING ACTS WILL BE CONSIDERED JUST CAUSE FOR IMMEDIATE **DISMISSAL**:

- 1. Supplying false or misleading information when applying for employment.
- 2. Reporting for work under the influence of intoxicants or drugs; drinking alcoholic beverages, using drugs or the possession of either while on Company times or premises.
- Insubordination.

DISMISSAL:

4. Disrespectful conduct (gambling or fighting on Company premises; coercion, intimidation or threats against supervisors, or fellow employees: using vulgarity). 5. Theft, misappropriation, abusing, misusing or

destroying Company or employee property including unauthorized removal of any of the

- above. 6. Interfering with or hindering of work schedules.
  - Sabotage.

1. Failure to comply with punch in/out procedures;

**B.** PERFORMANCE OF ANY ONE OF THE **FOLLOWING** ACTS WILL BE CONSIDERED JUST CAUSE FOR **DISCIPLINARY ACTION** WHICH WILL BE IN THE FORM OF A **VERBAL** OR **WRITTEN** WARNING. SUSPENSION WITHOUT PAY OR IMMEDIATE

punching in/out for someone else; reporting false times.

- 2. Working overtime without supervisor's permission.
- 3. Stopping work early without permission.
- 4. Not reporting properly when absent or late.
- Making or publishing false, vicious or malicious statements concerning any employee, supervisor or the Company.
- Unauthorized absence from assigned work area.
- 7. Failure to observe Fire or Health and Safety Rules.
- Failure to report an injury sustained while on the job.
- Failure to present a high degree of personal cleanliness at all times.