

SOURCE	C.O.		
EXP.	88 07 07		
TERM.	88	07	06
No. OF EMPLOYEES	900		
NOMBRE EMPLOYÉS	88		

AGREEMENT

by and between

**COOPER CANADA
LIMITED**

Toronto, Ontario, Canada

and

LOCAL UNION NO. 386

**GLASS, POTTERY, PLASTICS &
ALLIED WORKERS
INTERNATIONAL UNION
AFL-CIO, CLC**

July 7, 1986 — July 6, 1988

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It is hard for anyone to change attitudes. However, to work on more communications, less red tape between answers and a harmonious relationship, can be achieved with a bit of work on both our parts.

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ARTICLE I— Recognition

1.01 The Company recognizes the Union as the sole collective bargaining' agent of all employees of the Company and its plant at 501 Alliance Avenue in Metropolitan Toronto, also at its warehouse located in Ontario, save and except foremen, office and sales staff.

ARTICLE 11 — Relationship

2.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees, to define more clearly hours of work, wages and conditions of employment and to provide an amicable method of settling grievances for all employees who are subject to provisions of this Agreement.

7-1 (a) Neither the employer nor the Union shall discriminate against any employee, or in any way interfere, restrict or coerce any employee because of age, ~~sex, race, creed, colour, national~~ origin, political or religious affiliation or because of membership or official position in the Union.

2.02 It is agreed that the Union and the employees will ~~not engage in union activities, except grievance meetings as set out~~ herein, during working hours, or hold meetings at any time on the premises of the Company without the permission of the Plant Management.

ARTICLE 111 — Management Rights

3.01 The Union recognizes and acknowledges that the management of the plant and direction of the working force are fixed exclusively in the Company, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employees for just cause provided that a claim by an employee who has acquired seniority that he or she has been discharged or disciplined without just cause may

be the subject of a grievance and dealt with as hereinafter provided;

- (c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees, but in the event of a change or alteration in such rules or regulations, such change or alteration shall be communicated to the Plant Committee before posting on bulletin boards;
- (d) determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations, or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company, except as specifically limited by the express provisions of this Agreement.

3.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the plant rules, or of any of the provisions of this Agreement, shall be conclusively **deemed to be sufficient cause for discipline or discharge of an employee, provided that** nothing herein shall **prevent an employee going** through the grievance procedure to determine whether or not such breach actually took place.

3.03 It is agreed and understood that none of the rights set out above shall be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE IV—Plant Committee

4.01 The Company acknowledges the right of the Union to elect a Plant Committee which shall be composed of not more than ten (10) stewards at its 501 Alliance location and two (2) stewards for Distribution. All stewards shall have seniority with the Company, and

shall be regular employees of the Company during their time of office. The name and area of each of the stewards and the name of the Union Executive Committee Member from time to time elected, shall be given to the Company in writing and the Company shall not be required to recognize any such steward or Union Executive Committee Member until it has been so notified.

4.02 The Company undertakes to instruct all members of its supervisory staff to cooperate with the stewards in the carrying out of the terms and requirements of this Agreement. In absence of a steward in an area an Executive Committee Member will be recognized as acting steward.

4.03 The Union undertakes to secure from its officers, stewards and members their cooperation with the Company and with all persons representing the Company in a supervisory capacity.

4.04 The privileges of stewards to leave their work without loss of basic pay to attend to union business is granted on the following conditions:

- (a) ~~Such business must be between the Union and the Management. Employees having grievances cannot discuss these with the stewards in working hours, except in the case of a discharged employee.~~
- (b) ~~The time shall be devoted to the prompt handling of necessary union business.~~ sec 2.07
- (c) ~~The steward concerned shall obtain the permission of the foreman concerned by having him or her sign a duly completed "Time Slip-- Union Business" before leaving his or her work. Such permission shall not be unreasonably withheld.~~
- (d) The time away from productive work shall be reported in accordance with the time keeping methods of the department in which the steward is employed.

ARTICLE V—Grievance Procedure

5.01 The parties to this Agreement are agreed that it is of

the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.

5.02

- (a) No grievance shall be considered where the circumstances giving rise to it occurred or originated more than three full working days before the filing of the grievance.
- (b) ~~Permanent incentive standards~~ established by the ~~Company will not be subject to~~ the grievance procedure until the operator performs the operation against the incentive standard for a period of 20 days. Any dispute with regard to the incentive standard will only be considered if a grievance is submitted within 3 working days following the expiration of the trial period. If an incentive standard is changed as a result of a grievance, the change will be retroactive to the effective date of the permanent standard.
- (c) Provisional incentive standards issued after January 1, 1985 will be dated and if not revised will become permanent standards one year after issue. Effective July 7, 1985, all provisional standards issued prior to January 1, 1985 will be **come permanent standards. Provisional standards issued after January 1, 1985 may be grieved after 30 days of issue.** If a provisional standard is changed as a result of a grievance, the change will be retroactive to the date 30 days prior to the date of the grievance.

5.03 Subject to section 10.02, grievances properly arising under this Agreement shall be adjusted and settled as follows:

- (a) Any employee having a grievance may present it orally to the appropriate Department Manager. If desired, the employee may have the assistance of the Union Steward to present the grievance.
- (b) The Department Manager shall deliver a verbal decision to the employee within two working days

and the employee may have the assistance of the Union Steward if he or she desires.

- (c) If the decision of the Department Manager is not satisfactory to the employee, the grievance may be submitted in writing to the Manufacturing Manager within two working days of receipt of the Department Manager's reply.
- (d) The Manufacturing Manager will consider the grievance at a meeting with the appropriate Union Steward. A meeting will be arranged not later than the third working day following the receipt of the written grievance. The Manufacturing Manager will provide a decision in writing to the Union Steward within two working days of the meeting.
- (e) If the grievance remains unresolved, the President of Local 366 may appeal the decision of the Manufacturing Manager, within two working days to the Manager Grievance Committee. A meeting will be arranged at a time agreeable to the parties, but not exceeding 10 working days unless an extension of time is requested by either of the parties, when the grievance will be discussed between the President of Local 366, the Chief Steward and the appropriate Union Steward, the Vice President, Manufacturing, the Director, Human Resources and the Supervisor, Hourly Personnel. The Management Grievance Committee will render its decision in writing to the President of Local 366, within five working days following such meeting. At this stage a full time representative of the Union may attend if requested by either party.

5.04 If the grievance is not resolved at this point in the procedure and it is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to an Arbitrator as provided in Article VI at any time within ten working days after the Management Grievance Committee's decision. If no such written request for arbitration is received within the time limit, then it shall

be deemed to have been abandoned.

ARTICLE VI—Arbitration

6.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article V above, and which has not been settled, will be referred to a single Arbitrator, at the written request of either of the parties hereto.

6.02 The arbitrator shall be a person who is mutually agreed upon between the parties.

6.03 Within three working days of the request by either party for arbitration, the party making said request shall notify the other party in writing of the names of three nominees to act as arbitrator. Should none of the names be acceptable the party refusing the nominees may submit three names for consideration by the other party and so on until a name is agreeable to both parties.

6.04 Should the parties fail to agree on an arbitrator within seven days of the nomination mentioned in Article 6.03 above, the Ministry of Labour of the Province of Ontario will be asked to nominate a person to act as arbitrator

6.05 The decision of the Arbitrator as constituted in the above manner, shall be binding on both parties.

6.06 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.

6.07 Each of the parties to this Agreement will bear the expenses of the arbitrator jointly.

ARTICLE VII—Management Grievances

7.01 Any grievances instituted by Management may be referred in writing to the Plant Committee within two

full working days of the occurrence of the circumstances giving rise to the grievance, and the Plant Committee shall meet within two working days thereafter with Management to consider the grievance. If final settlement of the grievance is not completed within five working days of such meeting, the grievance may be referred by either party to an Arbitrator as provided in Article VI at any time within ten calendar days thereafter, but not later.

ARTICLE VIII—Discharge Cases

8.01 A claim by an employee who has completed the probationary period that he or she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Management Grievance Committee or Step (e) of the grievance procedure within 3 working days after the employee ceases for the Company. Such special grievances may be settled by:

- (a) confirming the Management's action in dismissing the employee; or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.

8.02 Whenever an employee is discharged or suspended, a Union representative will be notified and the employee will have the right to confer with his or her Union representative prior to the employee leaving the premises of the plant.

ARTICLE IX—No Strikes — No Lockouts

9.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of the Agreement there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial and the Company agrees that there will be no lockout. Strike and lockout shall be defined in accord-

ance with the Ontario Labour Relations Act and the definition contained therein from time to time.

9.02 The Company shall have the right to discharge or otherwise discipline employees who take part in any illegal strikes, picketing, stoppage or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article V above.

9.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company at Step (e) of the grievance procedure.

9.04 The Union agrees that it will not involve any employees of the Company or the Company, either directly or indirectly, in any dispute which may arise between any other employer and the employees of such other employer.

ARTICLE X — Seniority

10.01 Seniority, as referred to in this Agreement shall mean length of continuous service in the employ of the Company and shall be on a department-wide basis. Each ~~of~~ the parties hereto recognize that employees are entitled in accordance with the terms of this Article to an equitable measure of security. 8-1090

10.02 ~~An employee shall be considered on probation for the first three months and will have no seniority rights during that period. After three months service, his or her seniority shall date back to the day on which his or her employment began. The dismissal, layoff or failure to recall after a layoff or a probationary employee shall not be the subject of a grievance. An employee who has not completed his or her probationary period may be discharged without cause and at the sole discretion of the Company.~~

A probationary employee who is laid off and subsequently recalled from layoff will receive credit for past service after completing a further three month probationary period following the date of recall.

10.03 Seniority lists will be revised every three months; a copy of the list will be posted in the plants and three copies will be given to the Union. If an employee does not challenge the position of his or her name on the seniority list within the first five working days from the date his or her name first appears on the seniority lists, then the employee shall be deemed to have proper seniority standing.

10.04

(a) ~~layoffs and recalls~~ from layoffs shall be based upon the following factors:

(i) seniority, and

(ii) qualifications, skill and efficiency. Where in the judgement of the Company, the qualifications of employees are relatively equal, seniority shall govern.

(b) In accordance with Section 10.04 (a) above layoffs will be conducted on the following basis:

(i) temporary layoff (1 to 10 working days). In the event of a temporary layoff, the Company may lay off employees if their work is not required for a period up to 10 working days without regard to seniority.

(ii) Intermediate Layoff, (less than 30 calendar days) In the event of an intermediate Layoff, ~~the employees affected may exercise their seniority rights within the department affected by the layoff, employees displaced shall be laid off.~~

22 #
(iii) Indefinite Layoff (more than 30 calendar days). In the event of an indefinite layoff, the employees affected may exercise their seniority rights by displacing the lowest seniority employee within the department affected by the layoff. Employees displaced in the department may exercise their seniority rights by displacing the lowest seniority employee with the division. Employees displaced would be laid off. For the purpose of this Article (10.04), divisions are defined as "Sportings Goods", "Leather goods", "Leather Finishing",

“Distribution”, “Skates”, and “Apparel”. Probationary employees of the affected plant, will be laid off prior to employees who have attained seniority.

- 27B-1
- (c) After an employee completes nine (9) months of continuous service in the department, this department will be known as his or her base department, and if such employee is transferred to another department as the result of a layoff, the employee shall have the option of transferring back to the base department when an opening occurs. Such transfers shall be in accordance with the employee's seniority and subject to the employee's ability to satisfactorily perform the work required. This option shall remain available to employees for a period of fifteen (15) months following the effective date of the layoff.
 - (d) The Company shall not hire new employees until laid off employees have been given consideration for recall.
 - (e) During periods of layoff, the President and the Chief Steward of Local 366 will be retained at work providing they are able to perform the work available. They will be placed by the Company and will be paid the rate for work performed.
- 26A-1

10.05 Seniority shall accumulate in the following circumstances only:

- (a) when off the payroll due to layoff, sickness or accident, in which case seniority will continue to accumulate for a period of time equal to six months or the length of the employee's seniority whichever is the shorter;
- (b) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for forty-five calendar days of such leave;
- (c) when absent on vacation or on plant holidays;
- (d) when at work for the Company.

10.06 Seniority shall terminate and an employee shall cease to be employed by the Company when he or she;

- (a) voluntarily quits his or her employment with the Company.
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- 29-24 (c) is off the payroll for a continuous period of twenty four (24) months;
- (d) fails to report for work within five working days following a layoff after being notified by the Company by Certified Mail sent to the last known address on Company records;
- (e) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Company is given;
- (f) accepts gainful employment while on leave of absence without first obtaining the consent of the Company in writing;
- (g) is absent from work for more than three scheduled working days without notifying the Health Centre at 501 or the office at Meyerside; and
- (h) fails to report for duty for three consecutive working days. This provision will not apply if the employee furnishes satisfactory reason to the Company for such absence.

10.07 In the event an employee is transferred from the bargaining unit to the salaried roll and then is transferred back to the bargaining unit the employee may be transferred to the classification in which he or she **was** employed prior to being transferred to the salaried roll, providing there is an opening in the classification, and upon such transfer to the bargaining unit shall be granted credit for his or her total accumulated seniority except that time spent on the salaried roll subsequent to June 1, 1980 will not accrue as seniority.

10.08 It shall be the duty of each employee to notify the Company promptly of any change in address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee.

10.09 Any employee's reinstatement after a sick leave will be conditional on his or her supplying, when

requested, a certificate from a physician that he or she is fully recovered from the sickness which caused the employee's absence. At the discretion of the Company, the employee may be required to submit to a medical examination which may be performed by a qualified physician selected by the Company.

10.10 Job Posting

If a ~~permanent job vacancy~~ ^{27F-1} exists or new classifications are created in any department such openings shall be posted for a period of not less than forty-eight (48) hours during which time employees may make application, in writing, to the Personnel Department for consideration for such job vacancy.

All bids must be to a higher wage grade or must be to a different classification within the same wage grade. Preference shall be given to those with the:

- (a) qualifications, skill and ability
- (b) greatest departmental seniority ^{27A-1}

The degree of inconvenience to the Company will also be considered. Applications from employees working within the department where the vacancy exists will be considered first. If a qualified employee cannot be selected from within the department, applicants from other departments will be considered.

It is agreed that only the next vacancy arising out of any appointment must be posted and that a successful applicant may not bid for a subsequent vacancy for eight (8) months after the appointment. It is further agreed that the Company may fill at its discretion a vacancy for a time period while a posting is being completed and that experience gained by an employee during such time period will not preclude consideration of other employees who make application to the posting in the department.

Nothing contained herein shall be construed to limit the Company's right to hire employees from outside to fill the vacancy, if qualified employees are not available from within the plant.

When an employee is transferred as a result of being

selected as the successful applicant on the job posting, a training period shall be determined for the employees by the Industrial Engineering Department, in consultation with the Plant Manager. The duration of the training period will be based on the complexity of the new job and the employee's past work experience. During the trial period, the base rate for the job will be paid. It is agreed that if, after posting, the Company must assign an employee to a job, then the employee cannot be displaced by another employee by reason of seniority for a period of six (6) months.

10.11 Transfer-Lack of Work

In the event a temporary transfer is necessary due to a lack of work in the department, the senior employee affected by the lack of work will be allowed to displace the most junior employee of the department, providing the senior employee is qualified to perform the work. This provision will not apply if the transfer will be less than three working days and does not apply to temporary layoffs.

ARTICLE XI—Wages

11:01 Effective July 7, 1986, as per attached schedules "A" and "C" and "E" and

Effective July 7, 1987 as per attached schedules "B" and "D" and "F".

ARTICLE XII—Statutory Holidays

12.01 The following plant holidays, regardless of when they fall, will be granted with pay to all employees who have completed their probationary period:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Full Day December 24th
Canada Day	Christmas Day
Civic Holiday	Boxing Day

Full Day December 31st

Payment for such holidays for employees who are not on the bonus incentive plan shall be based on the em-

ployee's regular hourly rate multiplied by the number of hours he or she would normally have worked on such day, and for employees on the bonus incentive plan, payment shall be based on the average bonus rate on an hourly basis earned by the employee in the week prior to the week in which ~~the holiday~~ falls, multiplied by the number of hours he or she would normally have worked on such day. When any of the said holidays falls on other than a regular working day, then the Company may either designate some other day as the day upon which the said holiday will be celebrated, or pay the employees who qualify for payment for the said holiday as though it had fallen on a regular working day, whichever the Company prefers.

12.02 In order to be entitled to payment for a statutory holiday, an employee must have worked the full working day immediately preceding the holiday and the full **working day immediately** following the holiday. In the ~~event an employee~~ is laid off in the week in which a **statutory holiday** falls, or in the week preceding such **week, such employee** shall be paid for the said holiday, if otherwise qualified. If an employee is absent the day before or the day after the holiday and the absence is due to the employee having an appointment with a medical doctor or a dentist who is a specialist or attending the funeral of a member of ~~the employee's~~ immediate family as listed in 15.01 of **this Agreement** or an appointment with the Ministry of Immigration or the Department of Citizenship or is sent home by a member of the medical staff because of illness, the absence shall be authorized and the employee will be paid for the statutory holiday. An employee having an appointment with a medical specialist or the Ministry of Immigration or the Department of Citizenship is required to provide the Company with notice of the appointment in advance in order to qualify for statutory holiday pay. This provision shall also apply to members ~~of~~ the Local who have been granted a leave of absence not exceeding 10 working days for the purpose of attending scheduled union

conventions or executive to attend Union business.

12.03 If an employee works on one of the above named statutory holidays he or she shall receive payment at ~~time and one-half~~ for the hours actually worked by him or her in addition to receiving his or her holiday pay.

12.04 Where one of the above named statutory holidays falls during an employee's approved vacation period, he ~~or~~ she will be allowed an extra day's vacation with pay or an extra day's pay at the option of the Company.

ARTICLE XIII—Vacations

13.01 All employees who have acquired six months' seniority with the Company prior to July 1st in any year shall receive one week's vacation with pay at a time convenient to the Company and shall receive as vacation pay 4% of such employee's total earnings during the ~~twelve~~ months immediately preceding July 1st in that year.

13.02 All employees who have acquired one year's seniority with the Company prior to July 1st in any year shall receive ~~two weeks'~~ vacation with pay at a time or times convenient to the Company and shall receive as vacation pay 4% of such employee's total earnings during the twelve months immediately preceding July 1st in that year. 01 02

13.03 All employees who have acquired ~~s ven~~ ~~rs'~~ seniority with the Company prior to July 1st shall receive ~~a~~ vacation with pay at a time or times convenient to the Company and shall receive as vacation pay 6% of such employee's total earnings during the twelve months immediately preceding July 1st in that year. 07 03

13.04 All employees who have acquired ~~fifteen years'~~ seniority with the Company prior to July 1st in any year shall receive ~~four weeks'~~ vacation with pay at a time or times convenient to the Company and shall receive as vacation pay 8% of such employee's total earnings during the twelve months immediately preceding July 1st in that year. 15 04

13.05 All employees who have acquired twenty years' seniority with the Company prior to July 1st ~~in any year~~ shall receive five weeks' vacation with pay at a time or times convenient to the Company and shall receive as vacation pay 10% of such employee's total earnings during the twelve months immediately preceding July 1st in that year. 2005

13.06 Personal vacation shall not be included in maximum 45 days leave of absence.

13.07 In the event that an employee dies before receiving his or her vacation pay, the Company will pay the vacation pay to the employee's designated life insurance beneficiary.

13.08 Effective July 7, 1981, "total earnings" in Sections 13.01, 13.02, 13.03, 13.04, 13.05 above shall include up to 10 days of benefit payments received under the Sickness and Accident Plan in 15.05 (a) or 10 days of payments received from the Workers' Compensation Board, but not both, and for members of the Union Negotiating Committee only, not to exceed 6, people "total earnings" will include payment received by them for time spent negotiating with the Company for the purpose of arriving at a new Agreement.

13.09 If an employee's scheduled vacation falls during a period when said employee is absent from work and is collecting Weekly Indemnity benefits, his or her benefits will not be discontinued for the scheduled vacation period and upon the employee's return to work, the employee, if he or she so desires, may request that his or her vacation be rescheduled at a time or times convenient to the Company.

13.10 Management will consider employees' requests for vacation on a first come, first served basis with regard to seniority applied departmentally. However, once vacation is approved, senior employees may not use their seniority to displace other employees.

ARTICLE XIV—Hours of Work

14.01 The following paragraphs and sections are in-

tended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. 34-4000

14.02 The standard work week shall consist of forty hours per week, comprised of five 8 hour days, Monday to Friday, inclusive.

14.03 Overtime at the ~~rate of time~~ and one-half the employee's regular hourly ~~rate~~ shall be paid for all work performed on Saturday, ~~Sunday~~ or over eight hours per day.

14.04 Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.

14.05 There shall be one 15 minute rest period in the first half of each shift and one 15 minute rest period in the second half of each shift to be granted at a time or times selected by the Company.

14.06 It is the intention of the parties hereto, that employees must be prepared and ready to start work on the job at their established starting times, but must not perform operations by starting work on their own initiative before those times, and must not quit before their established quitting times.

ARTICLE XV—General

15.01 Leave of Absence

The Company may grant a leave of absence if an employee requests it in writing. Such request will be given to the employee's immediate Supervisor and it will be reviewed by the Supervisor and the appropriate Plant Manager. Consideration will be given to the reason for the request, including personal emergencies, and whether it will unreasonably interfere with the efficient operation of the plant. Requests are considered in the order received so should be submitted as far in advance as possible.

63A-1
15.02 Bereavement

When death occurs in an employee's immediate family, an employee upon request will be granted ~~paid leave of absence for three (3) working days~~, or for such ~~fewer days as the employee may be absent immediately following~~ the date of death. For the purpose of this provision, an employee's immediate family includes: husband, wife, mother, father, daughter, son, brother, sister, mother-in-law, father-in-law, grandmother, grandfather and grandchild. Bereavement pay will be calculated as follows: employees who are employed on non-incentive work shall be paid their regular hourly rate multiplied by the number of hours they would normally have worked on such days. Employee's who are employed on incentive work shall be paid their average hourly rate earned in the previous week multiplied by the number of hours they would normally have worked on such days.

15.03 The Company will grant leaves of absence without pay to ~~Union representatives~~ for the purpose of ~~attending Union conventions and conferences~~, providing that this shall not interfere with the ~~efficient operations of the plants~~. ~~Six Union representatives~~ will be allowed an aggregate of ten days per year and five Union representatives will be allowed an aggregate of twenty days per year. 63K-3

15.04 Reporting Pay 46-04

An employee reporting for work in ~~the usual manner~~ on a regular working day, for whom no work or less than 4 hours work is available, shall be paid ~~four hours pay~~ in lieu of work or be provided with ~~at least four hours~~ employment in other work at the employee's current rate of wages. This provision shall not apply if the employee received notification of the lack of work on the previous day, or the failure to receive notice was caused by the employee's absence, or if the failure to provide work is caused by reason of a strike or other work stoppage, machinery breakdown, fire, flood, power failure, or other cause.

15.05 Pay on Day of Injury

If an employee is injured at work and is unable to remain at work, he or she shall be paid for the balance of the shift unless he or she returns to work. It is not the intent of this Article to make the Company responsible for the payment of such time and transportation which is compensated by the Workers' Compensation Board.

15.06 Welfare

It is understood that the additional cost of benefit improvements or any additional cost of maintaining the benefits outlined in Sections 15.06, 15.07, 15.08 and 15.09 of this Collective Agreement shall be in lieu of any employee entitlement to a rebate according to Section 64 (4) of the Unemployment Insurance Act, 1971 and Section 66 (1) of the Regulations under the Act.

During the lifetime of this Agreement, the Company will pay the full billed premiums of the:

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057927 (a) Sickness and Accident Plan on the basis of 66 2/3 percent of insurable earnings as defined by the Unemployment Insurance Act. Benefits commence the first day if the employee is hospitalized for eighteen hours or more or undergoes surgery regardless of the length of time in a hospital or first day if the employee is disabled as a result of an accident. In the event of illness, benefits commence on the eighth day of disability. Benefits under the Sickness and Accident Plan may continue for a maximum of twenty-six weeks.

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72-017 (b) Group Life Insurance is provided to all employees who are covered by the Agreement, who have attained seniority. The amount of Life Insurance is equal to an employee's base annual earnings, rounded to the nearest dollar with a maximum benefit of \$17,000.

(c) Accidental Death and Dismemberment Insurance is provided to all employees who are covered by this

Agreement, who have attained seniority. The amount of Accidental Death Insurance is equal to an employee's base annual earnings, rounded to the nearest dollar with a maximum benefit of \$17,000.

702 (d) Dental Plan for employees who have attained seniority. The Dental Plan will ~~become~~ **effective** July 17, 1981 for **claims** arising on or after that date. The **Dental** Plan will be on a 50% coinsurance basis at the 1985 Ontario Dental Association fee schedule. Effective July 7, 1987 the Dental Plan will be a 50% coinsurance basis at the 1986 Ontario Dental Association fee schedule. *2/4*

15.07 During the lifetime of this Agreement, the Company will pay the premium cost of the Blue Cross Extended Health Care Plan (or an equivalent plan which is similar in all respects to the Blue Cross Extended Health Care Plan) on the basis of \$15.00 deductible for single coverage and \$30.00 deductible for family coverage. *766-1 70K-100*

15.08 During the lifetime of this Agreement, the Company will contribute an amount equal to 80% of the Ontario Health Insurance Plan premium in effect as of the date hereof on behalf of all employees who are covered by this Agreement *70K-080* and who have attained seniority.

15.09 For the purposes of family coverage, "family" shall be defined as all dependents who can be claimed for income tax deductions. A dependent means an employee's spouse who is a resident of the same country in which the employee resides. A dependent means an employee's child who meets all the following conditions:

- (a) Is a resident of the same country in which the employee resides.
- (b) Is unmarried.
- (c) Is a natural child, step-child, legally adopted child, or foster child of an employee and/or such employee's spouse.

- (d) **Is** less than 21 years old. However, a child who is at least 21 years but less than 25 years, is dependent on the employee for support, and is in regular full time attendance at an accredited institute **of** learning, shall be eligible. Any mentally retarded or physically handicapped child who was insured up to a maximum age shall remain insured beyond such maximum age, provided the child is incapable of self-sustaining employment and is wholly dependent upon the employee **for** support and maintenance.

15.10 Shift Premium

Employees employed on the second shift shall receive a shift premium equal to ~~5%~~ of the employee's regular hourly wage rate for all hours worked on such shift. Employees employed on the 3rd shift shall receive a shift premium of equal to ~~5%~~ ⁴⁴ 400 500

15.11 Bonus Plan

- (a) It is expressly understood and agreed that the Company shall continue the agreed bonus plan during the lifetime **of** this Agreement. In the event that a complaint is raised by an employee concerning an alleged inequity with respect to the application of the bonus plan to that employee the Company will consider such complaint and, in the event the Company is satisfied that the complaint has substance and that an inequity **exists**, the Company will re-study the job in question and will permit the job to be studied by **an** independent representative of the Union and will consider such recommendations as may be made by such Union representatives.
- (b) Incentive earnings shall be unrestricted provided the operator follows the prescribed method and sequence and maintains the

required quality level.

15.12 Bulletin Boards

The Company agrees that there will be two bulletin boards at Alliance and one at the Distribution Centre for the use of the Union. The Union agrees that the use by the Union of the bulletin boards shall be restricted to the posting thereon only of such notices as shall have received prior approval of the Personnel Department and shall only be of the following type:

- (a) notices of Union recreational and social affairs.
- (b) notices concerning education courses in labor matters given by recognized schools.
- (c) notices of Union elections, appointments and results of elections.
- (d) notices of Union meetings, and
- (e) certificates of qualified Union Counsellors.

15.13 Jury Duty Pay

Each employee who is summoned to and reports for jury duty as prescribed by applicable law, shall be paid the difference between their normal pay rate and the amount they receive as jury duty pay. To receive jury duty pay from the Company, the employee must meet the following eligibility requirements:

- (a) The employee shall have completed the probationary period.
- (b) The employee shall have given prior notice to the Company that he or she has been summoned for jury duty.
- (c) The employee shall furnish a statement of jury duty pay to the Company, that he or she reported for, or performed, jury duty on the days for which payment is claimed.
- (d) The employee would otherwise have been required to perform work for the Company on the days for which he or she claims payment.

15.14 Maternity Leave of Absence

An employee who has completed twelve (12) consecutive months of continuous employment prior to the requested date of leave of absence shall be granted

a Maternity Leave of Absence ~~without~~ pay subject to the following conditions:

- (a) The employee shall provide the Company with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the expected date of delivery.
- (b) The employee shall complete and submit Personal Record Form requesting a leave of absence at least two (2) weeks prior to the expected date of delivery as specified by her physician.
- (c) Maternity Leave of Absence will be granted for a period of ~~eighteen (18)~~ weeks. The leave may commence at ~~any time during~~ the six (6) weeks prior to the estimated date of delivery. An employee on leave of absence **as** a result of pregnancy shall receive eleven (11) weeks leave after the date of actual delivery.
- (d) An employee on such leave of absence must return to work on the first working day following the 126th day of the commencement of the maternity leave and furnish a statement from her physician upon her return to work, stating that she is able to resume the normal duties of her job.
- (e) An employee who has been granted a Maternity Leave of Absence and who, before the expiration of the leave has decided that she will not resume work on completion of such leave, shall advise the Company, in writing, of her decision at the earliest possible date.

Procedure

- (i) Not later than two (2) weeks prior to the Commencement of the leave, submit in person to the Health Centre, a medical certificate specifying the expected date of delivery.
- (ii) Not later than two (2) weeks prior to the commencement of the leave, submit a Personnel-

Record Form to the Personnel Office requesting a Maternity Leave of Absence.

- (iii) When leaving the Company to go on Maternity Leave of Absence, hand in identification badge at the Personnel Office.
- (iv) Within eight (8) weeks after the birth of the baby, notify the Personnel Office so that the return to work date may be arranged.
- (v) On returning to the Company, before commencing work, report to the Health Centre with clearance note from doctor.
- (vi) Collect identification badge from the Personnel Office.

15.15 The wearing of safety shoes is mandatory where specified by the Company. Employees so specified will be advised. On presentation of a receipt, the Company will reimburse an employee for the purchase of one pair of safety shoes in a 12 month period to a maximum of \$15 except where the wearing of safety shoes is mandatory the maximum reimbursement will be \$40. A probationary employee will be required to return the reimbursement if the probationary period is not completed.

ARTICLE XVI—Union Security 1-4

16.01 All employees, who as of July 6, 1970, are members of the Union in good standing and all employees who thereafter become members, shall as a condition of employment remain members of the Union in good standing during the lifetime of the Agreement.

Students shall be required to pay union dues following the completion of 30 days employment. 2-1

16.02 During the lifetime of this Agreement, the Company shall deduct from the pay of all employees covered by this Agreement, who have attained seniority a sum equal to the regularly authorized union dues and shall remit same, on a weekly basis where possible, to the Toronto office of the International Union. It is further

agreed that the duly authorized initiation fee will be deducted from the first pay due after seniority is attained and such will be remitted as set out above.

16.03 Notwithstanding anything contained in this Article the Company shall not be required to discharge any employee to whom membership in the Union has been denied or terminated on some ground other than the refusal of such employee to tender the initiation fee and dues uniformly required in order to acquire or maintain membership in the Union, unless the Company agrees that the grounds upon which the Union refused or terminated such employee's membership are valid, or, in the alternative, unless the matter is referred to arbitration in the manner hereinafter prescribed by this Agreement, and the Arbitrator decides that the grounds upon which the Union refused or terminated the membership of such employee were sufficient to justify his or her discharge by the Company.

ARTICLE XVII—Term

17.01 This Agreement will become effective July 7, 1986 and will expire July 6, 1988 and shall continue in force from year to year thereafter unless in any year not more than sixty days and not less than thirty days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of this Agreement.

IN WITNESS WHEREOF the party of the first part and the party of the second part have caused their proper officers to affix their signatures the day and year first above written.

COOPER CANADA LIMITED

George MacDonald

Director, Human Resources

Gerald M. Harder

Vice President, Canadian Manufacturing

Donna McNicol

Supervisor, Hourly Personnel

**GLASS, POTTERY, PLASTICS &
ALLIED WORKERS' INTERNATIONAL UNION
CIO, CLC LOCAL 366**

**Ross L. Armstrong
Director, Canada**

**Vera Colsoimo
President, Local 366**

**Ron Ryder
Vice President**

**Rita Buza
Financial Secretary**

**Marjorie Acheson
Recording Secretary**

**Brian Coutts
Chief Steward**

WAGE ASSIGNMENT AND DUES DEDUCTION
AUTHORIZATION

I hereby irrevocably authorize and direct COOPER CANADA LIMITED to deduct from my earnings each week and to remit to the Union beginning the week following my completion of the ninety calendar day probationary period and for each succeeding week thereafter, the amount of weekly dues and initiation fees currently in effect according to the Constitution of the Glass, Pottery, Plastics & Allied Workers International Union and Local 366 Bylaws, assign and transfer to the **Glass, Pottery, Plastics & Allied Workers International Union.**

Date of Signing

Employee's Signature.....

Employee's Clock No.:

Employee's Address:.....

.....

.....

.....

SCHEDULE "A"
HOURLY WAGE STRUCTURE
EFFECTIVE: JULY 7, 1986

Grade	INCENTIVE		NON—INCENTIVE		
	Start	Base 100%	Start	3 Month	
1	\$5.31	\$5.55	\$7.52	\$6.75	\$7.17
2	5.39	5.67	7.69	6.81	7.26
3	5.56	5.79	7.84	6.91	7.37
4	5.59	5.83	7.93	7.01	7.56
5	5.74	6.01	8.17	7.29	7.81
6	5.98	6.25	8.51	7.53	8.12
7	6.20	6.49	8.83	7.77	8.40
8	6.45	6.74	9.18	8.02	8.70
9	6.70	7.03	9.55	8.31	9.04
10	7.03	7.38	10.02	8.66	9.46
11	7.15	7.78	10.53	9.06	9.99

SCHEDULE "B"
HOURLY WAGE STRUCTURE
EFFECTIVE: JULY 7, 1987

Grade	INCENTIVE		NON—INCENTIVE		
	Start	Base 100%	Start	3 Month	
1	\$5.71	\$5.95	\$7.92	\$7.15	\$7.57 Base
2	5.79	6.07	8.09	7.21	7.66
3	5.96	6.19	8.24	7.31	7.77
4	5.99	6.23	8.33	7.41	7.96
5	6.14	6.41	8.57	7.69	8.21
6	6.38	6.65	8.91	7.93	8.52
7	6.60	6.89	9.23	8.17	8.80
8	6.85	7.14	9.58	8.42	9.10
9	7.10	7.43	9.95	8.71	9.44
10	7.43	7.78	10.42	9.06	9.86
11	7.55	8.18	10.93	9.46	10.39

SCHEDULE "C"
SKILLED TRADES — HOURLY WAGE STRUCTURE
EFFECTIVE: JULY 7, 1986

Classification	Grade	Start Rate				Job Rate
S. M. Mechanic Trainee.....	S1	\$7.51	\$7.76	\$8.01	\$8.31	\$8.61
S. M. Mechanic I	S2			8.61	8.86	9.11
S. M. Mechanic II	S3			9.11	9.36	9.61
S. M. Mechanic III.....	S4			9.61	9.86	10.11
S. M. Mechanic Specialist.....	S5			10.80	11.30	11.80
Gen. Maint. Trainee.....	S1	7.51	7.76	8.01	8.31	8.61
Gen. Maint. I.....	S2			8.61	8.86	9.11
Gen. Maint. II	S3			9.11	9.36	9.61
Gen. Maint. III.....	S4			9.61	9.86	10.11
Special Maint. Mechanic.....	S5			10.80	11.30	11.80

SCHEDULE "D"
SKILLED TRADES — HOURLY WAGE STRUCTURE
EFFECTIVE: July 7, 1987

Classification	Start Grade	Rate				Job Rate
S. M. Mechanic Trainee.....	S1	\$7.91	\$8.16	\$8.41	\$8.71	\$9.01
S. M. Mechanic I.....	S2			9.01	9.26	9.51
S. M. Mechanic II.....	S3			9.51	9.76	10.01
S. M. Mechanic III.....	S4			10.01	10.26	10.51
S. M. Mech. Specialist.....	S5			11.20	11.70	12.20
Gen. Maint. Trainee.....	S1	7.91	8.16	8.41	8.71	9.01
Gen. Main. I.....	S2			9.01	9.26	9.51
Gen. Main. II.....	S3			9.51	9.76	10.01
Gen. Main. III.....	S4			10.01	10.26	10.51
Special Maint. Mechanic.....	S5			11.20	11.70	12.20

SCHEDULE "E"
APPAREL DIVISION KNITTING
EFFECTIVE: JULY 7, 1986

KNITTING MACHINE OPERATOR

Grade	Start	3 Month Rate	12 Month Rate
58	\$7.25	\$7.42	\$7.58

HEAD KNITTER

15	\$8.19	\$8.39	\$10.11
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SCHEDULE "F"
APPAREL DIVISION KNITTING
EFFECTIVE: JULY 7, 1987

KNITTING MACHINE OPERATOR

Grade	Start	3 Month Rate	12 Month Rate
58	\$7.65	\$7.82	\$7.98

HEAD KNITTER

15	\$8.59	\$8.79	\$10.51
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BONUS SCHEDULE — JULY 7, 1986—88

	1	2	3	4	5	6	7	8	9	10	11
76	.08	.08	.08	.08	.09	.09	.09	.10	.10	.11	.11
77	.16	.16	.16	.17	.17	.18	.19	.20	.20	.21	.22
78	.24	.24	.25	.25	.26	.27	.28	.29	.30	.32	.33
79	.32	.32	.33	.34	.35	.36	.37	.39	.40	.42	.44
80	.39	.40	.41	.42	.43	.45	.47	.49	.50	.53	.55
81	.47	.48	.49	.50	.52	.54	.56	.59	.60	.63	.66
82	.55	.57	.57	.59	.60	.63	.66	.68	.71	.74	.77
83	.63	.65	.66	.67	.69	.72	.75	.78	.81	.84	.88
84	.71	.73	.74	.76	.78	.81	.84	.88	.91	.95	.99
85	.79	.81	.82	.84	.86	.90	.94	.98	1.01	1.06	1.10
86	.87	.89	.90	.92	.95	.99	1.03	1.07	1.11	1.16	1.21
87	.95	.97	.98	1.01	1.04	1.08	1.12	1.17	1.21	1.27	1.32
88	1.02	1.05	1.07	1.09	1.12	1.18	1.22	1.27	1.31	1.37	1.43
89	1.10	1.13	1.15	1.18	1.21	1.27	1.31	1.37	1.41	1.48	1.54
90	1.18	1.21	1.23	1.26	1.30	1.36	1.40	1.46	1.51	1.58	1.65
91	1.26	1.29	1.31	1.34	1.38	1.45	1.50	1.56	1.61	1.69	1.76
92	1.34	1.37	1.39	1.43	1.47	1.54	1.59	1.66	1.71	1.80	1.87
93	1.42	1.45	1.48	1.51	1.56	1.63	1.68	1.76	1.81	1.90	1.98
94	1.50	1.54	1.56	1.60	1.64	1.72	1.78	1.85	1.92	2.01	2.09
95	1.58	1.62	1.64	1.68	1.73	1.81	1.87	1.95	2.02	2.11	2.20
96	1.65	1.70	1.72	1.76	1.81	1.90	1.97	2.05	2.13	2.22	2.31
97	1.73	1.78	1.80	1.85	1.90	1.99	2.06	2.15	2.22	2.32	2.42
98	1.81	1.86	1.89	1.93	1.99	2.08	2.15	2.24	2.32	2.43	2.53
99	1.89	1.94	1.97	2.02	2.07	2.17	2.25	2.34	2.42	2.53	2.64
100	1.97	2.02	2.05	2.10	2.16	2.26	2.34	2.44	2.52	2.64	2.75
101	2.05	2.10	2.13	2.18	2.25	2.35	2.43	2.54	2.62	2.75	2.86
102	2.13	2.18	2.21	2.27	2.33	2.44	2.53	2.64	2.72	2.85	2.97
103	2.21	2.26	2.30	2.35	2.42	2.53	2.62	2.73	2.82	2.96	3.08
104	2.29	2.34	2.38	2.44	2.51	2.62	2.71	2.83	2.92	3.06	3.19
105	2.36	2.42	2.46	2.52	2.59	2.71	2.81	2.93	3.02	3.17	3.30
106	2.44	2.50	2.54	2.60	2.68	2.80	2.90	3.03	3.12	3.27	3.41
107	2.52	2.59	2.62	2.69	2.76	2.89	3.00	3.12	3.23	3.38	3.52
108	2.60	2.67	2.71	2.77	2.85	2.98	3.09	3.22	3.33	3.48	3.63
109	2.68	2.75	2.79	2.86	2.94	3.07	3.18	3.32	3.43	3.59	3.74
110	2.76	2.83	2.87	2.94	3.02	3.16	3.28	3.42	3.53	3.70	3.85
111	2.84	2.91	2.95	3.02	3.11	3.25	3.37	3.51	3.63	3.80	3.96
112	2.92	2.99	3.03	3.11	3.20	3.34	3.46	3.61	3.73	3.91	4.07

BONUS SCHEDULE - JULY 7, 1986-88

	1	2	3	4	5	6	7	8	9	10	11
113	2.99	3.07	3.12	3.19	3.28	3.44	3.56	3.71	3.83	4.01	4.18
114	3.07	3.15	3.20	3.28	3.37	3.53	3.65	3.81	3.93	4.12	4.29
115	3.15	3.23	3.28	3.36	3.46	3.62	3.74	3.90	4.03	4.22	4.40
116	3.23	3.31	3.36	3.44	3.54	3.71	3.84	4.00	4.13	4.33	4.51
117	3.31	3.39	3.44	3.53	3.63	3.80	3.93	4.10	4.23	4.44	4.62
118	3.39	3.47	3.53	3.61	3.72	3.89	4.02	4.20	4.33	4.54	4.73
119	3.47	3.56	3.61	3.70	3.80	3.98	4.12	4.29	4.41	4.65	4.84
120	3.55	3.64	3.69	3.78	3.89	4.07	4.21	4.39	4.54	4.75	4.95
121	3.62	3.72	3.77	3.86	3.97	4.16	4.31	4.49	4.64	4.86	5.06
122	3.70	3.80	3.85	3.95	4.06	4.25	4.40	4.59	4.74	4.96	5.17
123	3.78	3.88	3.94	4.03	4.15	4.34	4.49	4.68	4.84	5.07	5.28
124	3.86	3.96	4.02	4.12	4.23	4.43	4.59	4.78	4.94	5.17	5.39
125	3.94	4.04	4.10	4.20	4.32	4.52	4.68	4.88	5.04	5.28	5.58
126	4.02	4.12	4.18	4.28	4.41	4.61	4.77	4.98	5.14	5.39	5.61
127	4.10	4.20	4.26	4.37	4.49	4.70	4.87	5.08	5.24	5.49	5.73
128	4.18	4.28	4.35	4.45	4.58	4.79	4.96	5.17	5.34	5.60	5.83
129	4.26	4.36	4.43	4.54	4.67	4.88	5.05	5.27	5.44	5.70	5.94
130	4.33	4.44	4.51	4.62	4.75	4.97	5.15	5.37	5.54	5.81	6.05
131	4.41	4.52	4.59	4.70	4.84	5.06	5.24	5.47	5.64	5.91	6.16
132	4.49	4.61	4.67	4.79	4.92	5.15	5.34	5.56	5.75	6.02	6.27
133	4.57	4.69	4.76	4.87	5.01	5.24	5.43	5.66	5.85	6.12	6.38
134	4.65	4.77	4.84	4.96	5.10	5.33	5.52	5.76	5.95	6.23	6.49
135	4.73	4.85	4.92	5.04	5.18	5.42	5.62	5.86	6.05	6.34	6.60
136	4.81	4.93	5.00	5.12	5.27	5.51	5.71	5.95	6.15	6.44	6.71
137	4.89	5.01	5.08	5.21	5.36	5.60	5.80	6.05	6.25	6.55	6.82
138	4.96	5.09	5.17	5.29	5.44	5.70	5.90	6.15	6.35	6.65	6.93
139	5.04	5.17	5.25	5.38	5.53	5.79	5.99	6.25	6.45	6.76	7.04
140	5.12	5.25	5.33	5.46	5.62	5.88	6.08	6.34	6.55	6.86	7.15
141	5.20	5.33	5.41	5.54	5.70	5.97	6.18	6.44	6.65	6.97	7.26
142	5.28	5.41	5.49	5.63	5.79	6.06	6.27	6.54	6.75	7.08	7.37
143	5.36	5.49	5.58	5.71	5.88	6.15	6.36	6.64	6.85	7.18	7.48
144	5.44	5.58	5.66	5.80	5.98	6.24	6.46	6.73	6.96	7.29	7.59
145	5.52	5.66	5.74	5.88	6.05	6.33	6.55	6.83	7.06	7.39	7.70
146	5.59	5.74	5.82	5.96	6.13	6.42	6.65	6.93	7.16	7.50	7.81
147	5.67	5.82	5.90	6.05	6.22	6.51	6.74	7.03	7.26	7.60	7.92
148	5.75	5.90	5.99	6.13	6.31	6.60	6.83	7.12	7.36	7.71	8.03
149	5.83	5.98	6.07	6.22	6.39	6.69	6.93	7.22	7.46	7.81	8.14
150	5.91	6.06	6.15	6.30	6.48	6.78	7.02	7.32	7.56	7.92	8.25

APPENDIX "A"
INCENTIVE PLAN
OF
COOPER CANADA LIMITED
SECTION 1 -- GENERAL CONDITIONS AND
DEFINITIONS

Purpose of the Plan:

This plan shall provide an employee an opportunity to gain incentive earnings based on employee performance. As a minimum performance level, incentive employees are required to perform at an incentive pace of 75% or more. The target percentage for a performance of 100% is 33% above the normal pace.

Incentive payment:

(a) Bonus Plan

Where the bonus plan is used for each 1% of performance over 75%, the bonus paid will be increased according to the bonus table as shown in the Collective Agreement.

(b) Piecework Rate Plan

Where piecework is used, all rates are calculated in dollars according to the grade of the job.

(c) Base Rate

In all divisions, a standard base rate will be set for each job grade.

Guaranteed Rate

In all divisions the base rate for the grade is guaranteed.

Incentive Payment Calculations

(a) Bonus Plan

Bonus will be calculated on a daily basis and paid on a weekly basis. The actual bonus paid is based on the employee's job classification in accordance with the Bonus Table.

2/6

(b) Piecework Rate Plan

Piecework earnings are calculated on daily basis and paid on a weekly basis. Piecework earnings are calculated based on the grade of the job performed.

Incentive Payment Calculations

- (c) Sometimes, however, due to the nature of the work, it may be necessary to calculate and pay on a team basis.

2/6

Notification of Incentive Payment:

Each employee will receive a copy of his or her weekly summary sheet. In addition to this, each employee will receive a slip showing details of bonus or piecework earnings gained for each day.

Standard Times:

The standard time for an operation is defined as the time it takes for an experienced operator (working at a normal pace, under normal conditions) to perform the operation. The standard time for operation is derived by methods analysis by which time values are arrived at by either time and motion study or predetermined time systems. The standard time for an operation will include fair allowances for personal time, fatigue and miscellaneous delays. Standard times represent standard hours per hundred units.

Measured Hours:

All hours occupied in producing work for which standard times have been established are called Measured Hours. The incentive earned will be paid on all measured hours.

Unmeasured Hours

When a standard is not established within 15 days after a new job is created or a change is made to an existing job which invalidates the current standard, this work will be paid at the employee's appropriate non-incentive rate, until standard is established.

Indirect Work:

All indirect work, for example: cleanup, materials handling and similar items, will not qualify for incentive payments when done by a direct labour employee. Normal base rates will be paid for all indirect work. Such work is to be recorded on the work sheet and approved by the Department Manager.

Lost Time:

Standard times include a reasonable-allowance to cover personal fatigue and delay (P.F.&D). An employee may, however, be prevented from working due to reasons beyond personal control; for example machine repair, waiting for work, awaiting instructions, etc. Such items of idle time, when alternate work cannot be arranged, must be recorded so that incentive earned prior to the delay will be protected. All such entries must be approved by the Department Manager at the time of occurrence.

Excess Work

Excess work is an allowance granted when it is necessary to use substandard material or alternate methods. Excess work allowance can be issued only if requested before the work is completed; a request made after the work is completed will not be considered.

Rework and Work Subsequently Found to be Faulty:
If work has to be done as a result of the employee's error, no extra time will be allowed. The actual hours taken will be included with the current day's time taken. In the case of team work, where the fault cannot be identified with a specific employee, the adjustment will be distributed equally between all employees on the team.

Revision of Standard Times:

Standard times will remain unaltered, except where the times are stated to be provisional, or arithmetical errors can be demonstrated, or where there is an accumulated change in the methods, material, equipment or quality requirements. The table for allowable percentage changes will be:

Standard Hours	Change
0—.0499	5%
.050—.1699	4%
.170—.3299	3%
.330—.8299	2%
.830 and above	1%

When the accumulated changes affect a standard, the Company shall revise the standards to reflect the changes. The Union will be advised in writing prior to changes being issued.

Quality:

Our customers know **us** for the best quality goods in our industry. This plan is designed to pay incentive for more efficient production consistent with the maintenance of our quality standards.

Instruction from Supervision:

This program in no way affects the authority of the Management. All employees will be required to carry out the operations as instructed by their Department Manager or Lead Hand, whether or not Standard Times have been issued for the work.

Section 2— INCENTIVE PLAN METHODS OF PAYMENT

Incentive plan payments will be paid based on the average over the period of a day on the following basis.

1. (a) Total the standards earned, hours or dollars, during the period worked and add adjustments for extenuating circumstances.
- (b) If an employee is assigned to a job which **he or** she has never performed before, (at the Company's request), the employee will be paid a learning allowance in accordance with the Learning Allowance Schedule. The **time period** for such payment is determined by **the Department Manager**. If the assignment is due to lack of work, the base rate is guaranteed.
- (c) If an incentive employee accepts a transfer across divisional lines due to a lack of work

in their division, the employee will be paid under the Learning Allowance Schedule. The time period for such payment is determined by the Department manager.

2. (a) (i) If an employee is assigned to work that involves testing or breaking in equipment required for an existing process, the employee will be paid average incentive (based on the employee's past weeks average efficiency). The allowable time period for this payment is determined by the Department Manager in consultation with Industrial Engineering.
- (ii) If an employee is transferred from Direct (incentive) work to Indirect (non-incentive) work, the employee shall be paid the non-incentive 3 month rate of the job he/she is transferred to.

2. (b) Lost Time Payment

Average bonus based on the employee's past weeks average efficiency or 100% whichever is lower will be paid for the following lost time occurrences:

- (1) wait for machine repairs;
- (2) wait for instructions;
- (3) wait for work;
- (4) attend a meeting that is not initiated as a result of the employee breaking Company rules.

Other Payments.

An employee will be paid average bonus when requested to do the following work. Average bonus is based on the employee's past week's average efficiency.

- (1) produce samples
- (2) teach a new operator
- (3) repair a customer's product
- (4) internal repairs other than self attributed,

2. (c) Excess work allowance will be paid on the basis of one of the following:
- (i) A standard based on the change will be established and the difference will be added to the employee's performance for the operation to calculate the performance for which he or she shall be paid. These allowances will apply only for the calendar week in which they were issued. If the sub standard conditions continues for a longer period, the allowance will be re-issued for a further week.
 - (ii) If a calculated standard is not available, the employee's performance will be adjusted by adding to it one half the difference between the employee's average performance in the previous week, and their performance on the off standard operation. This adjusted performance will not exceed 100%.
2. (d) If an employee is permanently transferred or works for continuous periods on unmeasurable work, then the employee's earnings may be adjusted to the non-incentive rate at the discretion of Industrial Engineering in consultation with the Department Manager.
2. (e) If an employee is transferred as a result of a successful job posting application under the terms of the current Collective Agreement, the higher of the incentive base rate or the learning allowance schedule will be paid.
2. (f) "Effect on Wage Rates for Probationary Employees".
- (i) No allowances will be granted to employees who either during or following the first three months of their employment do not attain a minimum of 75% in each measured day during ten consecutive working days.
 - (ii) Once a probationary employee performs at over 75% efficiency for ~~ten~~ consecutive days,

the employee's rate will be increased to the base rate of the job.

(iii) Once a probationary employee has maintained a performance over 75% for ten consecutive days, the employee's base rate is guaranteed for the probationary period.

(iv) A probationary employee is entitled to incentive payment when he or she performs over 75% efficiency.

3. The gross standard hours are arrived at by adding the number of standard hours noted on Item 1 to all the adjustments noted in Item 2.

4. The total indirect **(generally time spent cleaning up around the work place) and unmeasured hours are totalled and deducted from the total number of hours worked each day to give net total hours.**

5. To determine the average efficiency for the day, the total credit standard hours are divided by the total measured hours.

6. Applies to both the Honour and Ticket Systems.

1. Employees are responsible for the accuracy of the data which they submit.

2. Once time sheets are submitted to the Bonus Department, requests for additions or changes cannot be accepted after twenty four **(24)** hours.

LEARNING ALLOWANCE SCHEDULE

Actual Performance	1st Week Pay	2nd Week Pay	3rd Week Pay	4th Week Pay
52/53	80	76		
54/55	81	77		
56/57	82	78		
58/59	83	79		
60/61	83	80	85 75	
62/63	84	81	77	
64/65	85	82	78	
66/67	86	83	79	
68/69	87	84	80	
70/71	88	85	82	75
72/73	89	86	83	77
74/75	89	87	84	79
76	90	88	85	80
77	90	88	86	81
78	91	89	86	82
79	91	89	87	82
80	92	90	87	83
81	92	90	88	84
82	93	91	89	85
83	93	91	89	86
84	93	92	90	87
85	94	92	91	87
86	94	93	91	88
87	95	93	92	89
88	95	94	92	90
89	95	94	93	91
90	96	95	94	92
91	96	95	94	93
92	97	96	95	93
93	97	96	96	94
94	97	97	96	95
95	98	97	97	96
96	98	98	97	97
97	99	98	98	97
98	99	99	99	98
99	99	99	99	99
100	100	100	100	100

August 1, 1986

The Negotiating Committee
Local 366
Glass, Pottery, Plastics & Allied
Workers International Union

RE: Letter of Understanding Re: The Equity of
our Pay Structure

In order to improve the fairness and equity of our pay structure, it is agreed that the Sewing Machine Operator classifications named on the attached list and Silk Screening Operators will be increased by one job grade and their wages will be increased accordingly. Other jobs also listed (list attached) will be regraded downward, but the employees who hold those classifications at this time will have their wages protected by a red circle. Their wages will not be reduced and increases resulting from this settlement will be added to their current incentive base or three month rate.

By actual count, 182 employees will be upgraded and 140 employees will be red circled. Red circled employees will not lose their red circle rate as a result of a layoff or transfer. They will be paid according to the rate of the job they are performing just as they have always been. Red circle rights will be theirs until they leave the Company or they choose to leave their job by successfully posting for another job.

Transfers will continue to work as they do now where red circled rates are concerned. Non-incentive workers such as Pickers, Packers and Workmovers are very seldom transferred in a way that affects their rate of pay and that will not change as a result of this agreement. In the event that a transfer does occur, the employee will be paid a rate of the job performed just as he or she is now. All but 14 of the people with red circle rates are non-incentive workers therefore transfers will not affect the majority of people with red circled rates.

In the event that one of the red circled incentive

workers is transferred, they will be paid their red circle rate if the transfer is for training another worker, repairs to product other than self-attributed, preparing samples or any reason other than lack of work on their own job. Currently employees do not receive their red circle rate under these circumstances.

The beneficiaries of this agreement are the employees of Cooper Canada and the Company. Employees gain pay increases, a good degree of wage protection and improved job security. The Company will have a wage structure that is fair and equitable for employees and will comply with Pay Equity Legislation expected to take effect during this agreement.

In addition to the above it is agreed that job postings for red circled employees will be considered for positions that have been regraded downward as long as they post to a different classification. Student employees will be subject to the same conditions under the Collective Agreement and will lose their red circle rights when they complete their current term of employment. If a job is eliminated and subsequently reinstated the employee who had the red circle will have his/her red circle reinstated.

Please signify your agreement by signing below.

Yours truly,
COOPER CANADA LIMITED

George MacDonald
Director, Human Resources

SEWING MACHINE CLASSIFICATIONS
TO BE UPGRADED

Classification	Present Grade	Proposed Grade
Serging Machine Operator	1	2
Cover Seamer	1	2
Binding Operator, Flat Machine	2	3
Flat Sewing Machine Operator	2	3
6 Needle Machine Operator (braid)	2	3
Off the Arm Machine Operator	2	3
Sewing Machine Oper., Light	2	3
Zig Zag Machine Operator	2	3
6 and 4 Needle Machine Oper.	2	3
Flat Sewing Machine Oper., Gusset	3	4
Post & Cylinder Machine Binder	3	4
Post Machine Operator	3	4
Sewing Machine Operator	3	4
Off the Arm Machine Operator	3	4
Zig Zag, Skates (Nylon Quarters)	3	4
Cylinder Operator	4	5
Flat Sewing Machine Operator, Heavy	4	5
2 Needle Machine Operator Golf Bags	4	5
Puritan Machine Operator	4	5
Cylinder Operator	5	6
Puritan Operator, Light	5	6
Addler Machine Operator	5	6
Top Stitcher	5	6

Classification	Present Grade	New Grade
Silk Screening	A1-1	A1-2
Automatic Conveyor Feeder and Unloader (leather finishing)	A1-4	A1-2
Embossing Press Operator	A1-4	A1-2
Hand Swabbing	A1-4	A1-2
Hand Tipping	A1-4	A1-2
Embroidery Machine Operator	A2-4	A2-2
Cleaner (Janitor)	A3-6	A3-4
Base Stuffer	A1-6	A1-2
Goal Pad & Goal Mitts Shaper	A1-6	A1-4
Raw Material Stock Handler	A3-6	A3-4
Transport Operator	A3-6	A3-4
Trimmer/Sorter B	A3-6	A3-4
Turning Utility Cases	A2-6	A1-2
Workmover	A3-6	A3-4
Checker	A3-7	A3-4
Grinding Machine Operator	A1-7	A2-2
Raw Material Receiving/Issuing	A3-7	A3-5
Picker or Packer	A3-7	A3-4
Receiver	A3-7	A3-5
Shipper	A3-7	A3-5
Splitting & Rewind	A3-7	A3-3
Stock Handler	A3-7	A3-4
Stuffer - Ormond Machine	A1-7	A1-4
40" Head USM Machine Oper.	A1-7	A1-6
30" Head USM Machine Oper.	A1-7	A1-6
Repairs and Returns	A3-7	A3-5
Electric Knife Cutter	A1-8	A1-6
Leather Issuer	A3-8	A3-4
Puritan Oper., Heavy/Special	A1-8	A1-6
Trimmer/Sorter A	A3-8	A3-6
Foam Conversion Operator	A2-8	A2-6
Buxton Customer Returns	A3-8	A3-6
Repairs and Returns	A3-8	A3-6
Colour Matcher & Painter Mixer	A3-10	A3-9

Sporting Goods Cutting	A3—10	A3—8
Machine Centre Coord.	A3—11	A1—9
Colour Matcher, Sr.	A3—58	A2—2
Knitting Machine Operator		

June 6, 1986

Mr. Ross Armstrong
Director Canada
Glass, Pottery, Plastics
& Allied Workers
Local 366

Dear Ross;

As part of the 1986 contract negotiations, it is agreed that at Meyerside the overtime selection is carried out by selecting those people who are doing the job in the area, then going to experienced qualified people in other areas.

Without limiting the generality of the selection procedure, the selection process **if**, for example, sporting goods pickers were required for an overtime period would be:

1. sporting goods pickers
2. apparel pickers
3. checkers and packers
4. leathergoods pickers
5. other grades (**if** qualified)

Furthermore, it is understood that section 10.04(b) (i) shall not apply to the Distribution Centre located in Mississauga, Ontario. All other seniority provisions will apply to employees located at the Distribution Centre.

Sincerely,

COOPER CANADA LIMITED

George MacDonald
Director, Human Resources

June 25, 1986

Mr. Ross Armstrong
Director Canada
Glass, Pottery, Plastics & Allied Workers
Local 366

Dear Mr. Armstrong:

As part of these 1986 labour negotiations, the Company agrees that in so far **as** it is possible to do so, given an employee's relative layoff and recall dates, the skill requirements of open jobs and the duration of open jobs, the Company will continue its current practice of offering laid off employees the opportunity to accept open jobs.

Sincerely,

COOPER CANADA LIMITED

George MacDonald
Director, Human Resources

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August 13, 1986

The Union Executive
Local 866
Glass, Pottery, Plastics & Allied
Workers International Union

In order to settle this dispute, the Company agrees to recommendation of the Mediator part 1 as follows:

"In view of the present difficulties between the parties, I recommend a cessation of the strike and a return to work on the following basis:

1. ~~Item 4~~ of the Memorandum of Settlement between the parties shall be rescinded and the present method of payment shall be continued."

The Company withdrawal of Item 4 is conditional upon the employees returning to work at their normal starting time on Friday, August 15, 1986. All other ~~items~~ contained in the Memorandum of Settlement remain the same.

John Cooper
Deputy Chairman of the Board
& Chief Executive Officer

George MacDonald
Director, Human Resources

Gerald Harder
Vice President, Manufacturing

Donna McNicol
Supervisor, Hourly Personnel