

SOURCE	<i>Union</i>		
EFF.	<i>57</i>	<i>05</i>	<i>01</i>
TERM.	<i>90</i>	<i>04</i>	<i>30</i>
No. OF EMPLOYEES	<i>200</i>		
NOMBRE D'EMPLOYÉS	<i>200</i>		

A G R E E M E N T S

between

PLAX INC.

and

UNITED RUBBER, CORK, LINOLEUM AND

PLASTIC WORKERS OF AMERICA,

A.F.L.-C.I.O., C.L.C.

LOCAL 1043

May 1, 1987

to

April 30, 1990

MAY 14 1987

Jan Ontario

AGREEMENT

This Agreement made and entered into this first day of May, 1987.

BETWEEN:

PLAX INC.

hereinafter called the "Company"

AND:

UNITED RUBBER, CORK, LINOLEUM AND

PLASTIC WORKERS OF AMERICA

A.F.L. - C.I.O., C.L.C.,

LOCAL 1043

hereinafter called the "Union"

AGREEMENTS

between

PLAX INC.

and

United Rubber, Cork, Linoleum and

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A.F.L. - C.I.O., C.L.C.

LOCAL 1043

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PLAX INC.

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ARTICLE 1

PURPOSE

1.01 It is the mutual desire of the parties to this Collective Agreement to promote cooperation and harmony, and to provide an amicable method of settling any differences or grievances which may arise between the Company and the Union, keeping in mind at all times that the welfare and prosperity of the employees is contingent upon the Company's ability to carry on a competitive and successful business operation.

1.02 All references to "employee", "employees", "he", or "his" in this agreement cover both male and female employees. The terms are used for the purpose of brevity only.

ARTICLE 2

RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Plax Inc., in the City of Burlington, save and except foremen, foreladies, persons above the rank of foreman and forelady, office and sales staff, laboratory technician, manufacturing methods technician, draftsmen and engineering technician.

ARTICLE 3

DISCRIMINATION

3.01 The Company and the Union agree that there shall be no discrimination, interference, restraint, coercion or intimidation of any sort by either of them or their representatives or members against any person because of their sex, race, colour, creed, nationality religion, political affiliations, membership or non-membership in the Union or because of activity or lack of activity in the Union.

ARTICLE 4

MANAGEMENT FUNCTIONS

4.01 The Union acknowledges that it is exclusively the function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, promote, demote and transfer employees;

4.01 Continued...

- (c) suspend, discipline or discharge, for just cause any employee, subject to the right of the employee to submit a grievance ;
- (d) operate and manage its business in all respects, in accordance with its obligations, and to make and alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement;
- (e) determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, the number of personnel required from time to time, types and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced.

The Company agrees that its functions will be exercised so as not to violate the terms and provisions of this Agreement.

4.02 The Company will notify the Union, and agrees to meet to discuss with the Union, any plans to cease operation of the plant, or any department within the plant.

The notice will be given as soon as the Company becomes aware of this condition.

ARTICLE 5

MEMBERSHIP AND CHECK-OFF

5.01 Any employee who is a member of the Union in good standing on the effective date of this agreement shall, as a condition of employment, maintain his membership in the Union.

5.02 Any person hired as a new employee and any employee who is hereinafter transferred into the bargaining unit on or after the effective date of this Agreement shall make application for membership in the Union on the date of employment or transfer and shall, as a condition of employment maintain his membership in the Union.

5.03 The Union agrees that there will be no solicitation for membership, collection of dues, or other Union activities on Company time or on the premises of the Company, except as expressly permitted by this Agreement.

5.04 Each employee covered by this Agreement and any renewal hereof, will be required to authorize the Company to deduct an amount equivalent to the authorized Union dues in accordance with the Constitution of the Union, from the first pay due in each month, such authorization to be in the form as set out in clause 5.06 herein.

5.05 The Company, when remitting to the Treasurer of Local 1043, the Union dues deducted as provided in clause 5.02 above, will furnish the Union with a list of the names and clock numbers of employees classified as follows:

1. Employees from whose pay deductions have been made and the amount of such deductions.
2. Employees from whose pay no deductions have been made, and the reason therefore.
3. Employees who are no longer employees of the Company.
4. A completed check-off certification form supplied by the Union.
5. A completed Application for Membership Card supplied by the Union.
6. A completed dues authorization card supplied by the Union.
7. Employees who worked less than 32 hours in the month with a notation beside the name as to why they did not work more hours.

5.06 The Company will on receiving written request from the Union, deduct additional dues in the month requested by the Union. The Company shall put the amount of union dues deducted on the employee's T4 slip.

5.07 The Company agrees that all future employees at the time of their signing on as an employee or any employee who is hereinafter transferred into the bargaining unit, shall sign the Union Dues Authorization Card in the form as set out below, or as the parties may amend by mutual agreement:

UNION DUES AUTHORIZATION CARD

TO: PLAX INC.

Date _____ 19 _____

I hereby, for the term of this Agreement, and any renewal thereof, authorize the Company to deduct from my earnings due me each month an amount equivalent to the regular monthly dues of the United Rubber, Cork, Linoleum & Plastic Workers of America, A.F.L.-C.I.O., C.L.C., in such amount as is authorized in writing by the Union. Such deduction shall be made out of the first pay each month and remitted by the Company to the Treasurer of Local 1043, U.R.C.L. & P.W.A.

Signature

Clock No.

5.08 The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of the Company making any deductions in accordance with this Article 5, and the Union will make refunds directly to all employees from whom a wrongful deduction was made,

ARTICLE 6

NO STRIKE OR LOCKOUT

6.01 The Union agrees that there shall be no strike and the Company agrees that there shall be no lockout as long as the Collective Agreement continues to operate. The words "strike" and "lockout" shall have the same definition as found in the Ontario Labour Relations Act.

ARTICLE 7

HOURS OF WORK

7.01 Nothing contained in this article shall be construed as a guarantee of hours per day or days per week.

7.02 The normal scheduled hours will be on the basis of 40 hours per week and 8 hours per shift or 42 hours per week average, and 8 hours per shift for the continuous operation shift. Employees may be scheduled on one of the following shift schedules.

7.02 Continued...

- (a) 1st shift (night shift) - 11:30 p.m. to 7:30 am
- 2nd shift (day shift) - 7:30 a.m. to 3:30 p.m.
- 3rd shift (afternoon shift) - 3:30 p.m. to 11:30 p.m.

- (b) 2nd shift (day shift) - 7:30 am to 3:30 p.m.
- 3rd shift (afternoon shift) - 3:30 p.m. to 11:30 p.m.

- (c) Continuous Shift

 - 1st shift (night shift) - 11:30 p.m. to 7:30 am
 - 2nd shift (day shift) - 7:30 am to 3:30 p.m.
 - 3rd shift (afternoon shift) - 3:30 p.m. to 11:30 p.m.

This is a 7 day, 3 shift, 4 crew, 8 hour continuous schedule.

Notwithstanding the above, employees on a single day shift operation may be scheduled from 7:30 am to 4:00 p.m.

These shift schedules, with the exception of (c) above, will be worked between 11:30 p.m. Sunday and 11:30 p.m., Friday, Sunday is the Monday shift and so forth.

7.03 Two 10 minute rest periods will be allowed for each full shift.

7.04 The Company and the Union recognize the need for a seven day, 4 crew, 8 hour, 3 shift continuous operating schedule.

The Company and the Union agree that this will only apply to production lines containing new or refurbished equipment, located in the Burlington plant since May 1st, 1984.

The Company and Union agree that all employees within the plant will be given the opportunity to bid on the initial positions created on the said equipment and that normal training practices would apply.

If insufficient manpower is obtained through the job posting procedure, then the least senior employees within each of the affected classifications shall be required to work the 7 day continuous work schedule.

The Company shall notify the Union at least 30 days prior to the initial implementation of the continuous work schedule on any given production line, and will advise the Union of the classifications required to accomplish shift coverage.

The agreed upon schedule can be replaced by another eight hour schedule by mutual agreement of the parties.

ARTICLE 8

WAGES AND BENEFITS

8.01 The wage rates of all employees covered by this Agreement will be as set out in Appendix "A" which is attached hereto and forms part of this Agreement.

8.02 Health and Welfare benefits shall be as provided for in the separate agreement signed with this agreement.

8.03 Employees shall receive a shift premium of twenty-seven cents (27¢) per hour for hours worked between 3:30 p.m. and 11:30 p.m. (afternoon or third shift) and thirty-two cents (32¢) per hour for hours worked between 11:30 p.m. and 7:30 a.m. (night or first shift), effective April 5, 1987.

Effective April 30, 1989 employees shall receive a shift premium of thirty cents (30¢) per hour for hours worked between 3:30 p.m. and 11:30 p.m. (afternoon or third shift) and thirty-five cents (35¢) per hour for hours worked between 11:30 p.m. and 7:30 a.m. (night or first shift).

Overtime premiums will not be paid on shift premiums.

8.04 If an employee reports for work at the regularly scheduled time for his shift, he will be entitled to a minimum of 4 hours' work or pay at his regular hourly rate, unless previously notified by the Company not to report for work. This provision shall not apply when lack of work is due to conditions beyond the control of the Company.

8.05 An employee who is called to work by the Company on an emergency basis outside his regular scheduled hours of work will receive overtime payment at the applicable rate for all authorized work or a minimum of 4 hours pay at his straight time rate, whichever is greater. Such employee shall be entitled to go home when the emergency work is completed.

8.06 An employee who is injured in the plant and receives first aid treatment, in the plant, in a doctor's office, or in a hospital, shall be paid at his regular hourly rate for such time as he is required to be absent from work up to a maximum of the balance of his shift.

ARTICLE 9

OVERTIME

9.01 Authorized overtime shall be paid for on the following basis:

- (a) Overtime shall be paid at the rate of time and one-half for all hours over eight (8) in a twenty-four (24) hour period.
- (b) Time and one-half shall be paid for all hours worked on the employees first or third day of rest.
- (c) Double time shall be paid for all hours worked on the employees second day of rest, or on a Specified Holiday unless these hours are part of the employees regular shift on a 5 day schedule.
- (d) Saturday and Sunday will be considered 1st and 2nd days of rest, respectively, for employees working the 5 day schedule.
- (e) Employees working the 7 day, 4 crew, 8 hour, 3 shift continuous operating schedule shall be paid at the rate of time and one-half for all hours in excess of forty (40) per week.

9.02 Employees who share overtime between the seven (7) day operation and the five (5) day operation shall do so as follows:

- (I) Only employees who work on the 7 day operation will receive the 7 day premium.
- (II) Employees from the 7 day who work overtime on the 5 day operation will not receive 7 day premium on the 5 day operation, however, they will receive an overtime rate as applicable to the 5 day operation.
- (III) Employees from the 5 day operation who work overtime on the 7 day operation will receive overtime at rates applicable to the 5 day schedule.
- (IV) Overtime availability and distribution will otherwise be as provided in the Collective Agreement.

9.03 Overtime work shall not include:

- (a) Time worked by employees substituting for one another at their own request;
- (b) A change of employee's working hours at his own request;
- (c) A regularly scheduled shift change.

9.04 It is agreed that the Company may request employees to perform overtime work in excess of the regularly assigned hours and that overtime work shall be distributed as equally and impartially as possible among those employees who regularly perform the work.

9.05 It is agreed the distribution of overtime will be as follows :

- (a) All overtime work and/or for which payment is received will be charged.
- (b) Overtime charts will be posted by 3:30 p.m. on Thursday to 11:30 p.m., Sunday of each week. Whenever Friday is a holiday, this procedure will be applied a day earlier in the week.
- (c) Employees shall enlist their names on their own shift and classification.

9.06 Overtime will be offered in the following sequence:

- (a) To enlisted employees who normally work in the classification where the overtime is scheduled, with preference given to employees working the shift for which overtime is scheduled. For overtime purposes, Inspectors may enlist in the Finisher classification, Set-up Specialists may enlist in the Set-Up classification, Shipper/Receiver may enlist in the Lift Truck Operator classification.
- (b) To a temporarily assigned enlisted employee in the classification where overtime is scheduled.
- (c) To enlisted employees in the classification on other shifts.
- (d) To departmental enlisted employees where the overtime is scheduled.
- (e) When additional employees are required to supplement (a), (b), (c), and (d), such overtime will be offered to employees outside the department in accordance with the overtime charts.
- (f) When additional employees are required to supplement (a), (b), (c), (d), and (e), such overtime will be offered to employees at the Supervisor's discretion.
- (g) The Company shall have up to date overtime records in the shift Supervisor's Office.

9.07 Overtime will be offered to enlisted employees on the overtime charts in the following manner.

- (a) the enlisted employees with the least number of hours in each classification or department.
- (b) whenever 2 or more enlisted employees have an equal number of overtime hours, such overtime **will** be offered on the basis of the employees' seniority.

9.08 The decorating, blowing, finishing and lamicon departments shall *be* on separate overtime availability charts for the purposes of overtime distribution.

9.09 Employees transferred to another shift after the weekly overtime charts are removed, may reassess their overtime availability by contacting the Personnel Department. An employee who has put his name on the overtime sheet shall be able to remove his name by notifying his supervisor forty-eight (48) hours in advance of any overtime requirement.

9.10 Overtime offered and declined by enlisted employees for work in their own classification will automatically be charged to that employee as four (4) hours of overtime. Overtime offered and declined by enlisted employees outside their own classification shall not be charged to that employee. Overtime **committed** to but not worked shall be charged to the employee for the full time not worked.

9.11 Whenever a supervisor attempts to make contact with enlisted employees outside the plant to perform work and such overtime is declined or the enlisted employee cannot be reached, four (4) hours of overtime will be charged to that employee. The enlisted employee shall be informed that overtime has been charged.

9.12 Overtime records for each classification will be brought to zero the first Monday of each month.

9.13 Should **it** be determined that an inequity has occurred during the distribution of overtime, the inequity shall be corrected by the affected employee being offered equivalent overtime within a two (2) week period. This overtime will not affect other enlisted employees overtime eligibility.

9.14 The employee called in to perform overtime work prior to the start of his regular scheduled shift will be paid time and one-half for the hours worked prior to the start of his shift. Such overtime payment will not affect the number of hours worked by the employee during his regular scheduled shift. Time and one-half will also be paid to the employee for the overtime hours after the completion of his regular scheduled shift.

9.15 The employee who has completed his scheduled shift and has left the plant and is then called back into work prior to his next scheduled shift to perform authorized emergency work and returned home, will be paid a minimum of four (4) hours pay at his straight time rate. However, if calculated overtime payment is greater, the greater will govern.

9.16 Employees who do not normally work overtime will be asked if they wish to sign a waiver stating that they do not want to work overtime. This can be cancelled, by the employee, at any time.

ARTICLE 10

SPECIFIED HOLIDAYS

10.01 Provided the individual qualifies an employee will receive the following specified holidays with pay:

1st YEAR

<u>SPECIFIED HOLIDAY</u>	<u>DAY OF OBSERVANCE</u>
Victoria Day	May 18, 1987
Canada Day	July 3, 1987
Civic Holiday	August 3, 1987
Labour Day	September 7, 1987
Thanksgiving Day	October 12, 1987
Christmas Eve	December 24, 1987
Christmas Day	December 25, 1987
Boxing Day	December 28, 1987
Floater	December 29, 1987
New Years Eve	December 31, 1987
New Years Day	January 1, 1988
Good Friday	April 1, 1988

December 30, 1987 will be an unpaid day unless an employee is scheduled to work by the Company.

2ND YEAR

<u>SPECIFIED HOLIDAY</u>	<u>DAY OF OBSERVANCE</u>
Victoria Day	May 23, 1988
Canada Day	July 1, 1988
Civic Holiday	August 1, 1988
Labour Day	September 5, 1988
Thanksgiving Day	October 10, 1988
Christmas Eve	December 26, 1988
Christmas Day	December 27, 1988
Boxing Day	December 28, 1988
New Year's Eve	December 29, 1988
New Year's Day	December 30, 1988
Floater	January 2, 1989
Good Friday	March 24, 1989

3RD YEAR

<u>SPECIFIED HOLIDAY</u>	<u>DAY OF OBSERVANCE</u>
Victoria Day	May 22, 1989
Canada Day	July 3, 1989
Civic Holiday	August 7, 1989
Labour Day	September 4, 1989
Thanksgiving Day	October 9, 1989
Christmas Eve	December 25, 1989
Christmas Day	December 26, 1989
Boxing Day	December 27, 1989
New Year's Eve	December 28, 1989
Floater	December 29, 1989
New Year's Day	January 1, 1990
Good Friday	April 13, 1990

10.02 Holiday pay will be computed on the basis of 8 hours at the employee's straight time rate.

10.03 In order to qualify for specified holiday pay, the employee must have worked his or her scheduled shift on each of the work days immediately preceding and immediately following the specified holiday concerned, unless excused by the Company.

An employee who is laid off within ten (10) working days prior to a specified holiday(s) will be paid for such holiday(s) provided the employee works his or her last regular scheduled shift and would otherwise have qualified for the specified holiday pay had the employee not been laid off.

10.04 An employee who is on sick leave certified by a medical doctor, or on an authorized leave of absence, will be deemed eligible for holiday pay for any holiday occurring during the first 30 days of such absence.

10.05 In order to qualify for the holiday provisions set out in this agreement, an employee must have worked at least a thirty (30) days qualifying period as a full-time employee.

ARTICLE 11

VACATIONS

11.01 Each employee who on June 1 of any year has the number of years of service shown on the following schedule will be entitled to the number of weeks of vacation and the percentage of annual earnings applicable thereto. The annual earnings calculation shall include actual wages earned from June 1st to May 31st inclusive, vacation pay for the preceding year, and Ontario Health Insurance Plan premiums which are paid by the Company on behalf of the employees.

<u>SERVICE ON JUNE 1</u>	<u>VACATION TIME</u>	<u>PERCENTAGE PAYMENT</u>
Up to 5 years	1 day per month to a maximum of 10 days	4%
5 years but less than 11 years	3 weeks	6%
11 years but less than 20 years	4 weeks	8%
20 years or more	5 weeks	10%

11.02 Each employee shall take seven (7) consecutive days vacation for each week of vacation entitlement.

An employee with 20 years or more service shall on the request of the employee be permitted to take pay in lieu of vacation for one week of their holiday entitlement and receive holiday pay for same.

When a specified holiday falls within an employee's vacation period such employee will be allowed to take an additional vacation day without pay at a mutually convenient time.

11.03 Employees shall receive their vacation pay three (3) days prior to the commencement of their vacation period provided the employee has given the Company Personnel Department at least fourteen (14) days notice of such vacation period.

11.04 **Notwithstanding** the above provisions an employee with at least one year's service with the Company shall receive the sum of \$210.00 per week vacation pay if by reason only of sickness or injury such employee's entitlement does not reach the said \$210.00 sum.

Effective in 1988 the employee must have worked a minimum of three (3) months during the vacation year to qualify.

11.05 The Company shall post by March 1st of each year, an appropriate notice of partial and/or total plant shut down. The vacation shut down period will be part of an employee's vacation entitlement unless otherwise advised by the Company.

ARTICLE 12

GRIEVANCE PROCEDURE

12.01 The Union may elect from among the employees who have been continuously employed by the Company for at least 1 year, 3 **committeemen** for the purpose of negotiating amendments to or modification of any articles or provisions of this Agreement or for the purpose of assisting employees in presenting grievances to the Company as set forth in this Agreement.

The Union may also elect from among the employees who have been continuously employed by the Company for at least 1 year, 6 stewards for the purpose of assisting employees in presenting grievances to the Company as set forth in this Agreement.

12.02 The Union shall keep the Company notified in writing of the names of the committeemen and stewards and the effective date of their appointment.

12.03 **It** is agreed that committeemen and stewards shall continue to perform their regular work in order to maintain efficiency of production. However, in accordance with this understanding, should a **committeeman** or steward be requested to assist an employee in presenting a grievance during working hours, he will not leave his work without first obtaining the permission of his foreman and such permission by the foreman shall not be unreasonably refused. **It** is also understood that a **committeeman** or steward shall not enter another department without first obtaining the permission of the foreman of such department and notifying him of the nature of the grievance and the **employee(s)** involved. Prior to returning to his own department, a committeeman or steward will report to his foreman.

12.04 Any dispute or grievance arising out of the interpretation or application of, or compliance with, the provisions of this agreement shall be dealt with as follows:

Step 1

The employee shall first discuss his complaint with his foreman. Failing settlement, the employee, his steward and foreman shall meet in order to try to settle the said grievance. Failing settlement, the grievance will be reduced to writing and presented to the foreman. The employee will be entitled to have the assistance of a steward in preparing and presenting the written grievance. **It** shall be optional to the Company to decline to consider any grievance, the alleged circumstances of which occurred more than **5** working days prior to its presentation. The foreman shall render a written decision within **4** working days.

Step 2

The employee may appeal the decision within **2** working days to the Production Manager, and shall be accompanied by a steward or **committeeman**. The Production Manager shall render a decision within **2** working days.

Step 3

The grievance may be submitted within **3** working days to the Personnel Department to be taken up at a meeting arranged between Management and the Union **Committee**. A representative of the International Union shall be present at this step. The Company shall render its decision within **3** working days thereafter.

Step 4 Arbitration

Should the procedure prescribed by Steps 1 to 3 herein fail to bring about a settlement between the parties with respect to the **application**, administration, interpretation or **alleged violation** of this Agreement, including any questions as to whether a matter is arbitrable, either party may, within **35** working days after completion of Step 3, notify in writing the other party of its desire to have the matter referred to a single impartial Arbitrator selected **by** mutual agreement of the parties. **If**, within **5** working days, the Company and the Union fail to agree on an Arbitrator, they shall request the Minister of Labour of the Province of Ontario to nominate one. The decision of the Arbitrator shall be final and binding on both parties. The fees and expenses of the Arbitrator shall be shared equally by the parties hereto.

The parties recognize the arbitration provision under Section **45** of the Ontario Labour Relations Act and that either party may pursue the requirements of that legislation and comply with its provisions as set out in the said Act.

All time limits of the grievance procedure that are extended must be extended in writing and signed by both parties.

12.05 It is agreed that a grievance arising directly between the Company and the Union shall be originated under Step 3. Such grievance will be taken up at a meeting between the Management and Union Committee within 10 working days after the filing of the grievance by either party. A reply to such grievance must be given in writing within 5 working days following such meeting. If the grievance is not resolved as a result of this meeting either party may refer the matter to arbitration in accordance with Article 12.04, Step 4.

However, it is expressly understood that the provisions of this section may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not therefore be bypassed.

12.06 An employee who is discharged or suspended, may present a grievance in writing within 5 working days through the Union Committee to Management. Such grievance shall be dealt with under the grievance procedure starting at Step 3.

It is understood that a probationary employee may be discharged for reasons substantially less serious than might justify the discharge of a regular employee who has acquired seniority.

All cases of probationary employee discharge shall be discussed with the Union.

12.07 The Company shall pay for all time lost from work in processing grievances at all steps of the grievance procedure preceding arbitration. The Company shall also pay the Bargaining Committee for all time lost from work at negotiating meetings. The time shall be separately recorded as such on the employees time card with the applicable coding inserted.

Notwithstanding the above, the maximum payable by the Company shall be \$1,000.00 per year for each year of this agreement to a maximum of \$3,000.00 for the life of this agreement. The Company will provide the Union with a statement every six months as to the status of the above entitlement.

A steward shall be present at all disciplinary meetings involving an employee of the Company.

The Union president (or another person so designated by the Union) shall receive a copy of all disciplinary notations.

The Company agrees to destroy all employees disciplinary notation notices after a period of 12 months from the issuance of such notation.

The 12 month period shall be extended to 15 months if the employee receives a further disciplinary notation for the same offence with a 12 month period.

12.07 Continued...

The Company shall make available (when requested by the Union) space in the plant for the preparation of a grievance by the Union and an employee, provided said space is provided with supervisor's permission. No employee shall be terminated or discharged until 48 hours have elapsed (excluding Saturdays, Sundays and holidays) between the notice being given to the employee to punch out and the actual notice of termination or discharge of that employee.

12.08 An arbitrator shall not alter, add to, subtract from, modify or amend any part of this Agreement. He shall, however, in respect to a grievance involving the suspension or discharge of an employee, be entitled to modify or set aside such penalty, if, in the opinion of the arbitrator, it is just and equitable to do so. In calculating the amount of pay the employee is to receive if reinstated, the Arbitrator shall deduct therefrom any monies earned by the employee from other employment and Unemployment Insurance benefits received by the employee during the period of his layoff, discharge or suspension and retained by him.

12.09 When a grievance which affects the rates of pay of an employee is settled in a manner which involves a change in rate, such change shall be limited retroactively up to but not to exceed 30 calendar days prior to the date on which the grievance was first submitted in writing to the Company.

12.10 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with necessary witnesses.

ARTICLE 13

SENIORITY

13.01 Fundamentally, rules respecting seniority are designed to provide to employees an equitable measure of security based on length of continuous service with the Company except as otherwise provided in this Agreement.

13.02 An employee shall acquire seniority rights when he has worked a total of 60 working days within the period of 6 consecutive months following the date of hire. The probationary period can be extended by mutual agreement of the parties. If an employee does not accumulate 60 worked days in the first 6 months from the date of hire, then, at such time as the employee does acquire seniority by accumulating 60 worked days, the seniority date will be the date 6 months prior to the date on which the employee acquired seniority.

13.03 An employee shall be a probationary employee until he has acquired seniority rights at which time he shall become a regular employee.

13.04 Seniority lists shall be posted in the plant. The Union Committee shall be furnished with 3 copies of the seniority list every 3 months.

13.05 Employees in positions outside the Bargaining Unit who are transferred into the Bargaining Unit and who had a minimum of 3 years seniority prior to leaving the Bargaining Unit or what is now the Bargaining Unit shall return to the junior job in his previous department within the Bargaining Unit consistent with his seniority provided he is able to do the work. After completing 3 months continuous service his full seniority accumulated with the Company shall apply.

13.06 An employee shall lose his probationary time and his seniority, have his employment terminated and his name shall be removed from the seniority list for any of the following reasons:

- (a) If the employee voluntarily terminates his employment with the Company.
- (b) If the employee is discharged and such discharge is not reversed through grievance procedure.
- (c) If the employee is laid off, is notified by registered mail at his last address on record with the Company to return to work, and fails to return as scheduled within 3 working days, and has failed to provide the Company with a reasonable excuse or to make the Company aware of the circumstances beyond his control acceptable to the Company that caused the employee to not return within the said 3 working days.
- (d) If the employee fails to return to work on completion of leave of absence authorized pursuant to Article 16 hereof.
- (e) If the employee is absent from work for 3 or more consecutive working days without notifying the Personnel Department or his immediate Supervisor, and failing then, to furnish the Company with a satisfactory reason.
- (f) If the employee is laid off for a period of 12 months, with the proviso that during such layoff the employee will continue to accumulate seniority.
- (g) If the employee is absent due to sickness or injury for a period of 24 months, with the proviso that during such absence the employee will continue to accumulate seniority. This Section does not apply to an employee on Workers' Compensation.

13.06 Continued,, .

(h) If the employee retires.

13.07 The Union President and Vice-president shall have top plant seniority, applicable to plant layoff only, provided in each case, he is capable of immediately performing the work available.

ARTICLE 14

LAYOFFS AND RECALLS

14.01 In the event of a reduction in the work force, layoffs will be carried out in accordance with the following procedure:

(a) In the event of a layoff for 48 hours or less, employees shall exercise departmental seniority on their respective shifts in the following manner or sequence provided each employee affected has the ability, qualifications and skill to perform the job:

(i) Probationary employees shall be removed from the shift.

(ii) Junior employees shall be removed from the affected classification on the shift.

(iii) The removed employee shall displace the junior employee in the department on the shift.

(iv) The removed employee shall be offered available work in the plant and if none is available, he will be laid off.

(b) In the event of a layoff for over 48 hours, but less than six working days, employees shall exercise departmental seniority, in the following manner or sequence provided each employee affected has the ability, qualifications and skill to perform the job:

(i) Probationary employees shall be removed from the department.

(ii) The junior employee shall be removed from the affected classification in the department.

(iii) The removed employee shall displace the junior employee in the department.

(iv) The removed employee shall be offered available work in the plant and if none is available, he shall be laid off.

14.01 Continued.. .

- (c) In the event of a layoff for a period of more than five (5) working days, employees shall exercise plantwide seniority in the following manner or sequence, provided each employee affected has the ability, qualifications and skill to perform the job within the normal training period:
- (i) Probationary employees shall be laid off.
 - (ii) The junior employee shall be removed from the affected classification.
 - (iii) The removed employee shall displace the junior employee in the department.
 - (iv) Employees in the classification of decorator and finisher, when removed from their department, shall displace the junior decorator or finisher.
 - (v) The removed employee shall displace the junior employee in the plant.
 - (vi) The surplus employee is laid off.

14.02 The Company will give employees 5 working days notice or pay in lieu of such notice for all or any part of such days (except in the case of a layoff for a period of 5 days or less), but this shall not apply when a layoff is necessary because of circumstances clearly beyond the control of the Company.

14.03 In the event of an increase in the work force, laidoff employees will be recalled in accordance with the reverse order of the layoff procedure in Article 14.01. However, an employee with seniority who during a reduction in the work force has not been laid off, but has been displaced to another department or classification will be entitled to an in-plant recall to his former department or classification.

An employee who refuses the in-plant recall to his former classification will be considered to have exercised a transfer and will be limited to further applications for transfer as set out in Clause 15.02.

14.04 Prior to posting of a permanent job vacancy and provided a request for shift change was on file with the Personnel Department prior to the posting period, the request for a shift change shall be considered on the basis of seniority.

Shift transfer requests will be considered, on the basis of seniority, every four months when permanent job vacancies are not available. Such a shift change shall not be considered a transfer. Shift transfer forms will be supplied by the Company,

1

14.05 The Company and the Union recognize that for the purposes of layoff and recall the following shall be considered protected jobs:

- set-up
- set-up specialist
- operator
- set-up operator
- **skilled trades including maintenance trainee, maintenance mechanic, electrician apprentice, electrician, toolmaker.**

An employee in a protected classification may be displaced by a more senior employee provided the more senior employee has previously qualified for the job of the less senior employee and has not previously been disqualified from the job of the less senior **employee.**

ARTICLE 15

TRANSFERS

15.01 In dealing with transfers, each **applicant's** qualifications, skill, efficiency and ability will be considered. Where 2 or more applicants are considered relatively equal, seniority shall govern.

15.02 Job posting transfers will be limited to 2 within a 12 month period.

15.03

- (a) The Job posting procedure shall not apply in the case of a **temporary** condition of 6 months or less due to a leave of absence authorized by the Company, vacation, sickness, injury or special projects. This period may be extended by mutual agreement of the parties.
- (b) Experience gained through the application of Article 15.03 (a) will not count in determining an employee's qualifications under Article 15.01 for a period of six (6) months **immediately** following a temporary assignment covered by Article 15.03 (a).

15.04

- (a) An employee transferred to a higher rated job, will remain on a trial basis for the first 45 working days, however, this period may be extended by mutual agreement of the parties. While on such a trial basis a transferred employee will receive a wage rate of fifteen cents (15¢) per hour less than the new job rate, or his previous job rate whichever is higher.

In the case of an employee being transferred to a lower paying job, he will receive the rate for the job.

- (b) The Company shall have the right during the trial period to transfer an employee who is not satisfactory back to the job from which he was transferred.
- (c) Any other employee who is subsequently removed from his job as a result of the application of (b) above shall have transfer rights reinstated.

15.05 When an additional employee is required in a classification on a permanent basis or a new classification is established, the vacancy will be posted for a period of ninety-six (96) hours excluding specified holidays.

The posting will be by means of a bulletin board located near the punch time clock and will include a general description of the classification in order to allow employees to make application, on a form supplied by the Company in triplicate with 1 copy to the Company, one copy to the employee, and one copy to the Union President.

The posted vacancy will be restricted to applications received during the posting period.

The Company shall post the name of the successful applicant.

If no qualified applicants are found as set out above, the Company shall have the option of hiring from outside the bargaining unit.

15.06 Employees, other than probationary employees, who wish to take outside courses to upgrade their skill and knowledge may take such courses on their own time and initiative and be reimbursed for the entire cost of the course including tuition fees, examination fees and textbook costs provided that:

- (a) the course has been applied for by the employee through the Personnel Office.
- (b) the Company has approved the course prior to its commencement by the employee.

15.06 Continued.. .

- (c) the employee successfully completes the course and provides acceptable evidence of such completion.

ARTICLE 16

LEAVE OF ABSENCE

16.01 An employee with one or more years of seniority may request in writing a leave of absence without pay for legitimate reasons and, if such leave of absence is granted in writing, seniority shall continue to accumulate during the absence. Employees failing to return to work after the expiration of a leave of absence will be considered to have voluntarily terminated their employment, unless they are able to give the Company a satisfactory reason for their failure to return to work.

Notwithstanding the above, employees with less than one year's seniority who apply for compassionate leave will be given consideration on an individual basis by the Company.

To be valid a leave of absence application must be submitted in writing at least 2 weeks in advance of the requested leave and approved by the Company in writing. The Company will respond to the leave of absence request within 5 working days of receiving such request.

16.02 An employee of the Company who is elected or appointed by the Union to engage in Union activity shall be granted a leave of absence in writing for a period not to exceed one year, subject to extension provided the Union has given in advance of such leave of absence reasonable notice to the Company.

Members of the Union Committee will be granted leave of absence for union business upon reasonable notice to the Company.

Should a problem exist with the granting of such leave, the Company and the Union shall meet to discuss such problem.

Seniority will accumulate during such leave.

16.03 An employee who is pregnant and who has been employed for a period of at least twelve (12) months immediately preceding the estimated day of her delivery shall be entitled, upon her application, to a leave of absence of at least seventeen (17) weeks or such shorter leave of absence as may be requested commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery.

The employee shall give two (2) weeks notice in writing of the day which she intends to commence her leave of absence and

16.03 Continued.. ..

furnish the **Company** with a certificate from a medical practitioner stating the estimated day of delivery.

Two weeks notice will be required before returning to work.

Should the employee require additional time off, for non-medical reasons, she may apply a minimum of two (2) weeks prior to her expected return date for a leave of absence under the leave of absence provision. Such leave, if granted, will not extend more than four (4) months after the actual delivery date.

ARTICLE 17

BEREAVEMENT PAY

17.01 When death occurs in the immediate family, i.e. mother, father, brother, sister, husband, wife, son, daughter, or the mother or father of the current spouse, son-in-law and daughter-in-law, an employee will be granted up to 3 days' leave of absence with pay for time lost at his straight time hourly rate for hours an employee is normally scheduled to work immediately following the date of death. The employee shall provide suitable documentation of the death to the Company.

In the event of a death of a grandparent or grandchild, the employee will be granted up to two (2) days leave of absence with pay for time lost at his straight time hourly rate for hours an employee is normally scheduled to work immediately following the date of death.

In the event of a death of a brother-in-law, sister-in-law or spouse's grandparent, the employee will be granted up to one (1) day's leave of absence with pay, at his straight time hourly rate.

ARTICLE 18

JURY DUTY PAY

18.01 An employee who is summoned and reports for Jury Duty or as a subpoenaed Crown witness, as prescribed by **applicable law**, shall be paid by the Company an amount equal to the difference between the amount of wages (excluding shift premium) the employee otherwise would have received by working straight time hours on that day at his applicable wage classification rate and the daily jury duty fee paid by the court for each day on which he otherwise would have been scheduled to work for the Company.

18.02 In order to be eligible for payment, an employee must notify the Company within 24 hours after receipt of notice for selection for jury duty or subpoenaed Crown witness and must furnish a written statement from the appropriate public officials showing the date and time served and the amount of pay received.

ARTICLE 19

BULLETIN BOARDS

19.01 Union bulletins and notices, when approved by the Employee Relations Manager or his designate, may be posted on designated bulletin boards provided by the Company. The Union also agrees that there shall be no other distribution or posting by employees of pamphlets, advertising or political matter, notices or any kind of literature upon the Company property, other than as approved by the Company.

ARTICLE 20

SAFETY AND HEALTH

20.01 The Company will make reasonable provision for the safety and health of employees during working hours and the Union agrees to assist in maintaining proper observation of all safety and health rules.

20.02 It is agreed that there will be a Safety Committee consisting of 4 Company representatives and 4 employees appointed by the Union from among the employees covered by this Agreement. The 4 employees appointed by the Union will be selected in such a manner as to cover all shifts where possible.

20.03 Coveralls will be made available as required for use by the employees as a store item in special job tasks that may from time to time require them due to the nature of the job task to be performed.

20.04

(a) The Company will provide an allowance for the purchase of safety shoes and safety glasses to employees who have completed their probationary period. However, once an employee (except a student) has completed his probationary period, he will be eligible for the Safety Shoe and Safety Glass allowances.

(b) Safety Shoes - An allowance will be granted for the purchase of one pair of safety shoes per year by all employees up to a maximum of:

Effective May 1, 1987 - \$43.00 per calendar year

20.04 Continued.. .

Effective ~~May~~ **1, 1988** - **\$44.00** per calendar year

Effective ~~May~~ **1, 1989** - **\$45.00** per calendar year

This allowance will be granted provided the purchase is made from a recognized supplier and a receipt is supplied to the Company by the employee.

(c) Safety Glasses - The Company agrees to provide an allowance on an employee's purchase of a pair of safety glasses or lenses to the sum of \$40.00 per calendar year. This allowance will be granted provided the purchase is made from a recognized supplier and a receipt is supplied to the Company by the employee.

(d) Excluding the **above**, all personal protective equipment deemed to be required by the Company to perform the job safely, will be provided by the Company.


ARTICLE 21

DURATION OF AGREEMENT

21.01 This Agreement shall continue in effect until April 30th, **1990** and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing during the period of ninety (**90**) days prior to expiration that it desires to amend or terminate the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 28th day of April, 1987.

FOR THE COMPANY



Mark Armstrong



Valerie Melaney




Larry Coburn

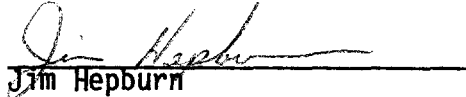


Maurice Dutrisac

FOR THE UNION



Rick Stewart



Jim Hepburn



Diana Santha



Jerry Shea

APPENDIX "A"

WAGE RATES

<u>CLASSIFICATION</u>	<u>MAY 3, 1987</u>
Decorator	10.35
Finisher	10.35
Inspector	10.55
Cleaner	10.49 X
Service	10.76
Grinder	10.84
Mixer	11.03
Lift Truck Operator	11.03
Operator	11.26
Shipper/Receiver	11.65
Set-Up Operator	11.63
Set-Up	12.13
Set-Up Specialist	12.87
Stores Attendant	11.63
Electrician	14.86 X
Electrician Apprentice	
Toolmaker	14.86
Maintenance Mechanic	14.26 X
Maintenance Trainee	
General Labourer	10.64 X

NOTES:

1. The probationary rate for a new employee is **\$1.00** per hour less than the Job Rate and applies during the first 60 worked days in the classification. After completion of the probationary period, the employee shall receive the Job Rate for the classification outlined above.
2. Effective April 5, 1987, a chargehand will receive thirty-five cents (35¢) per hour above his own hourly-paid rate.
3. Temporary Foreman premium - \$2.00 per hour to cover situations where supervision designates an hourly employee on a temporary basis to assume the role of temporary foreman.
4. A meal allowance of \$3.00 shall be provided by the Company to all employees requested to work 2 or more hours of overtime who were not notified of the overtime prior to the commencement of the shift.
5. General Labourer will be utilized for miscellaneous work on a temporary basis.

7 DAY PREMIUM

Employees working on the seven (7) day, eight (8) hours, four (4) crew, three (3) shift schedule of continuous operation shall receive a premium of sixty-two cents (62¢) per hour for all hours worked, effective April 5, 1987. Effective May 1, 1988 the premium will be sixty-five (65¢) per hour for all hours worked. Effective April 30, 1989 the premium will be seventy cents (70¢) per hour for all hours worked.

GENERAL WAGE INCREASE

1. Effective April 5, 1987 - Forty cents (40¢) per hour
2. Effective May 1, 1988 - Forty cents (40¢) per hour
3. Effective April 30, 1989 - Forty cents (40¢) per hour

INEQUITIES

1. Effective April 5, 1987 an additional fifteen cents (15¢) per hour for the classification of Electrician, Toolmaker & Maintenance Mechanic. Ten cents (10¢) per hour for the classification of Set Up. Ten cents (10¢) per hour for the classification of Stores Attendant. Fifty cents (50¢) per hour for the classification of Set Up Specialist.
2. Effective May 1, 1988 an additional fifteen cents (15¢) per hour for the classification of Electrician, Toolmaker and Maintenance Mechanic.

INEQUITIES (Continued)....

3. Effective April 30, 1989 an additional fifteen cents (15 ¢) per hour for the classification of Electrician, Toolmaker and Maintenance Mechanic. Ten cents (10 ¢) per hour for the classification of Set Up Specialist.

COST OF LIVING ALLOWANCE

In addition to the foregoing increases in wage rates, the Company will pay a cost of living allowance as follows:

1. The interim wage increase amounts will be calculated and recalculated as set forth below based on the Consumer Price Index published by Statistics Canada (1971 = 100).
2. The continuance of interim adjustments shall be contingent upon the availability of the official monthly Consumer Price Index published by Statistics Canada in its present form and calculated on the same basis as the Consumer Price Index of March 1987.
3. The Company will not be obligated to make adjustments retroactive or otherwise due to any revision which later may be made in the published figures for the Consumer Price Index for any month which was the basis for calculations.
4. In the event the appropriate Consumer Price Index is not issued by Statistics Canada on or before the date on which an interim adjustment is to be made, said adjustment will be made at the beginning of the first pay period following receipt of the Consumer Price Index.
5. Interim increases will be deemed to be earnings, and will be shown separately on the pay stub.

FORMULA

(i) FIRST YEAR OF AGREEMENT

1. The base for calculation is the average Consumer Price Index for the months of February, 1987, March, 1987, and April 1987, plus a trigger of 4.75%.
2. The first adjustment will reflect one cent (1 ¢) per hour for each .30 points that the average Consumer Price Index for the months of May 1987, June 1987, and July 1987 exceeds the base for calculation and will be paid the pay period commencing August 23, 1987.
3. The second adjustment will reflect one cent (1 ¢) per hour for each full .30 points that the average Consumer Price Index for the months of August 1987, September 1987, and October 1987 exceeds the base for calculation and will be paid the pay period commencing November 22, 1987.

(i) FIRST YEAR OF AGREEMENT

4. The third adjustment will reflect one cent (1¢) per hour for each full .30 points that the average Consumer Price Index for the months of November 1987, December, 1987, and January, 1988, exceeds the base for calculation and will be paid the pay period commencing February 21, 1988.
5. The fourth adjustment will reflect one cent (1¢) per hour for each full .30 points that the average Consumer Price Index for the months of February, 1988, March, 1988, and April, 1988, exceeds the base for calculation and will be paid the pay period commencing May 22, 1988.
6. It is agreed that the maximum amount that can be paid by this Clause in the first year is fifteen cents (15¢) per hour.

(ii) SECOND YEAR OF AGREEMENT

1. The base for calculation is the average Consumer Price Index for the months of February, 1988, March, 1988, and April 1988, plus a trigger of 4.75%.
2. The first adjustment will reflect one cent (1¢) per hour for each full .30 points that the average Consumer Price Index for the months of May, 1988, June, 1988, and July, 1988, exceeds the base for calculation and will be paid the pay period commencing August 21, 1988.
3. The second adjustment will reflect one cent (1¢) per hour for each full .30 points that the average Consumer Price Index for the months of August, 1988, September, 1988, and October, 1988, exceeds the base for calculation and will be paid the pay period commencing November 20, 1988.
4. The third adjustment will reflect one cent (1¢) per hour for each full .30 points that the average Consumer Price Index for the months of November, 1988, December, 1988, and January, 1989, exceeds the base for calculation and will be paid the pay period commencing February 19, 1989.
5. The fourth adjustment will reflect one cent (1¢) per hour for each full .30 points that the average Consumer Price Index for the months of February, 1989, March, 1989, and April, 1989, exceeds the base for calculation and will be paid the pay period commencing May 21, 1989.
6. It is agreed that the maximum amount that can be paid by this Clause in the second year is fifteen cents (15¢) per hour,

(iii) THIRD YEAR OF AGREEMENT

1. The base for calculation is the average Consumer Price Index for the months of February, 1989, March, 1989, and April, 1989, plus a trigger of 4.75%.
2. The first adjustment will reflect one cent (1¢) per hour for each full .30 points that the average Consumer Price Index for the months of May, 1989, June, 1989, and July, 1989, exceeds the base for calculation and will be paid the pay period commencing August 20, 1989.
3. The second adjustment will reflect one cent (1¢) per hour for each full .30 points that the average Consumer Price Index for the months of August, 1989, September, 1989, and October, 1989, exceeds the base for calculation and will be paid the pay period commencing November 19, 1989.
4. The third adjustment will reflect one cent (1¢) per hour for each full .30 points that the average Consumer Price Index for the months of November, 1989, December, 1989, and January, 1990, exceeds the base for calculation and will be paid the pay period commencing February 18, 1990.
5. The fourth adjustment will reflect one cent (1¢) per hour for each full .30 points that the average Consumer Price Index for the months of February, 1990, March, 1990, and April, 1990, exceeds the base for calculation and will be paid the pay period commencing May 20, 1990.
6. It is agreed that the maximum amount that can be paid by this Clause in the third year is fifteen cents (15¢) per hour.

Each adjustment specified above, will replace the previous adjustment if any, in its entirety except the fourth adjustment in the first year of the Agreement will be carried over throughout the second year of the Agreement, and; the fourth adjustment in the second year of the Agreement will be carried over throughout the third year of the Agreement. The Cost of Living Allowance amounts in effect as of April 30th each year shall be rolled into the base amounts for the coming year.

APPENDIX "B"

DEPARTMENTS

1. FINISHING, BLOWING AND LAMICON

Finishers

Service

Set-Up

Specialist

Cleaner

Operators

Mixer

Grinder

Set-Up Operator

Inspector

2. MAINTENANCE

Mechanics

Toolmaker

Electrician

Maintenance Stores

3. SHIPPING AND RECEIVING

Lift Truck Operators

Shipper/Receiver

4. DECORATING

Decorators

Service

Set-Up

APPENDIX "C"

LETTERS OF INTENT

GENERAL

This letter will confirm that understandings reached during recent contract negotiations and put into Letters of Intent or an Appendix will be deemed to form part of this Collective Agreement.

BACK-UP OPERATOR & TRAINING

The Company agrees to maintain a back-up operator training program in order to endeavour to have one trained back-up operator per shift.

During the term of the Collective Agreement the Company and the Union agree to discuss the issue of formal training for process and skilled trade positions.

HEAT

When working conditions become unbearable, the Company agrees that measures to alleviate the situation, including additional ventilation and modified breaks, shall be applied on a plantwide basis where applicable.

REVERSE SHIFT ROTATION

The Company agrees to a trial period of shift reversal to commence August 4, 1987. The trial period will be evaluated prior to December 1, 1987. At that point a decision will be made whether to continue shift reversal or to revert back to forward rotation.

However, should the Company experience a loss of either productivity and/or efficiency, the trial period may be terminated with two (2) weeks notice.

R.R.S.P.

The Company agrees to administer the deduction of funds from the hourly payroll for the purpose of employee contribution to personal R.R.S.P. plans. This will be subject to the following conditions:

1. The Union will arrange for (subject to Company's agreement) a suitable financial institution to administer the plans.

R.R.S.P. Continued...

2. The Union agrees to save and indemnify the Company from all liabilities relating to the program.
3. Each employee may only sign up/cancel or alter their deduction amount once per calendar year.

STUDENT EMPLOYMENT

Should student employment become necessary, students may be hired at the discretion of the Company between May 1st and September 15th of each year. Students will not acquire seniority and the term of their student employment will not continue past September 15th.

A student can file a grievance as per Article 12 except for a matter involving his discharge which is not grievable.

Students will receive a rate which is \$1.00 lower than their job rate throughout their term of employment. Students are not entitled to benefits under the insurance plan agreement,

If retained in employment by the Company after September 15th, a student will become a probationary employee and will not acquire seniority until the conditions of Article 13.02 are met. However, once a student has acquired his seniority rights he will be credited with all service back to the date of his most recent hire as a student. Students will be required to pay union dues as per Article 5.

INSURANCE PLAN

THE INSURANCE AGREEMENT FOR HOURLY RATED EMPLOYEES between PLAX INC. (hereinafter referred to as "the Company") and THE UNITED RUBBER, CORK, LINOLEUM AND PLASTIC WORKERS OF AMERICA, LOCAL 1043 (hereinafter referred to as "the Union") as amended from time to time is hereby consolidated to describe generally the benefits thereunder as and from May 1st, 1987 to April 30th, 1990 except as otherwise provided, as follows :

ELIGIBILITY

Employees shall receive coverage for the benefits hereinafter referred to commencing on the first of the month following the completion of sixty (60) work shifts or a period of three (3) months employment with the Company whichever period is the lesser.

STANDARD GROUP LIFE INSURANCE FOR EMPLOYEES

1. Effective May 1, 1987 the amount of life insurance shall be \$16,000.
2. Effective May 1, 1988 the amount of life insurance shall be \$17,000.
3. Effective May 1, 1989 the amount of life insurance shall be \$18,000.
4. The amount of life insurance on the first month following attainment of age 65 shall be \$3,000. for each employee retiring after May 1, 1987.
5. In the event an employee shall, prior to attaining the age of 65 become permanently and totally disabled by bodily injury or disease and upon due proof of such disability, the full amount of the life insurance as set out herein (but not accidental death and dismemberment insurance) shall be continued in force for the period of such disability (subject to the furnishing of due proof of its continuance) until termination of disability or until attainment of age 65 whichever shall first occur.

ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE FOR EMPLOYEES

1. Effective May 1, 1987 the accidental death and dismemberment insurance shall be \$16,000.
2. Effective May 1, 1988 the accidental death and dismemberment insurance shall be \$17,000.
3. Effective May 1, 1989 the accidental death and dismemberment insurance shall be \$18,000.
4. The full amount of the accidental death and dismemberment insurance benefit shall be payable if an accident causes the **loss** of life and/or the **loss** or the **loss** of use of:

both hands

both feet

the sight of both eyes

one hand one foot

one hand and sight of one eye

one foot and the sight of one eye

One half of such amount shall be payable if an accident causes the **loss** of or loss of use of one hand, one foot or the sight of one eye provided, however, that the amount will be paid only once to or on account of any employee.

The accidental death and dismemberment insurance benefit shall be payable only when the death or dismemberment occurs within 365 days of the accident.

SICKNESS AND ACCIDENT INSURANCE FOR EMPLOYEES

1. The weekly benefit for disabilities shall be at the rate of sixty per cent (60%) of the employee's average weekly earnings (based on a forty (40) hour week) multiplied by the employee's base rate to a maximum of the amount payable by the Unemployment Insurance Commission benefit payable to the employee.
2. The minimum amount to be received by an employee under the above shall be \$250.00 per week.
3. Benefits will be paid to eligible employees unable to work due to an accident, or sickness not covered by the Workers Compensation Act. The employee must be under the care of a Doctor licensed to practice medicine as defined in the Ontario Health Disciplines Act.

SICKNESS AND ACCIDENT INSURANCE FOR EMPLOYEES Continued.. •

4. Benefits will be payable from the first day of disability due to accident, and from the eighth day of disability, due to sickness. However, if the employee is confined to a hospital for sickness, the benefits will be paid from the first day the employee is so confined to hospital. For disability due to a surgical procedure performed on an out-patient basis with no confinement to hospital, benefits will start as of the date following such surgery.

Benefits **will** continue to be paid for the duration of the disability not to exceed fifty-two (52) weeks for each period of **disability** for all employees. **No** benefits will be paid for any day on which an employee is eligible to receive holiday pay or while on a maternity leave of absence.

5. Periods of disability due to the same cause may be considered the same **period** of disability unless separated by return to full-time work for at least thirty (30) days. Periods of disability due to different causes may be considered different periods of disability **if** separated by return to full-time work.

6. Income tax will be deducted from any cheques paid for benefits set out above at a flat rate.

7. The Company and the Union agree that the sickness and accident plan as mentioned in the Insurance Plan Agreement will be registered with the Unemployment Insurance **Commission** and the total premium rebate shall be remitted to the Company.

HOSPITAL EXPENSE BENEFITS FOR EMPLOYEES
AND DEPENDENTS AND EXTENDED HEALTH CARE PLAN

1. Basic Standard Ward Hospital Benefits otherwise referred to as insured services are provided to employees and dependents in accordance with the Ontario Hospital Insurance Plan as amended.

2. Except as may be herein provided, the Company assumes the cost of the monthly premiums for the insured services on behalf of each eligible employee.

3. The Company will provide coverage towards reasonable and necessary health expenses incurred by an employee or insured dependent as listed herein **if** not covered by a government plan from the first dollar of expenses, for:

Blue Cross Extended Health Care coverage and **Blue Cross Semi-Private** Hospital Coverage in effect or equivalent with provision for vision care expenses up to the sum of **\$75.00** in total in any twenty-four month period or its equivalent for eyeglass lenses prescribed by a **licensed** physician or optometrist and frames for **such** lenses for

HOSPITAL EXPENSE BENEFITS FOR EMPLOYEES AND
DEPENDENTS AND EXTENDED HEALTH CARE PLAN Continued.. .

the employee or qualified dependent plus hearing aid benefits for a once in a lifetime allowance to a maximum of \$400.00 provided the hearing aid is prescribed by a **licensed** physician for an **employee** or qualified dependent.

PRESCRIPTION DRUG PLAN

The Company will provide coverage to an employee and qualified dependents for the payment of expenses for drugs, serums, insulin and diabetic supplies purchased on the prescription of a medical practitioner.

The coverage will be Blue Cross Drug Twenty Cent Prescription Plan in effect or its equivalent and will be the same carrier as the Extended Health Benefits carrier.

DENTAL CARE PLAN

The Company will provide a dental plan equivalent to **Blue** Cross Dental Plan Number 7 plus coverage for endodontics, relining and **rebasing** of dentures and periodontal care excluding periodontal prosthesis charges incurred for necessary dental services provided by a Dentist. The amount charged will be paid to the maximum fees listed in the **1987** Ontario Dental Association fee schedule for the period up to April **30, 1989**. The amount charged effective May **1, 1989** shall become the maximum fees listed in the **1988** Ontario Dental Association fee schedule.

GENERALLY

All full-time hourly-rated employees, after the qualification period, shall be covered by the Company in each of the plans as set out herein which include:

1. Standard Group Life Insurance
2. Accidental Death and Dismemberment Insurance
3. Sickness and Accident Insurance
4. Hospital Expense Benefits and Extended Health Care Plan
5. Prescription Drug Plan, and
6. Dental Care Plan

Coverage commences at the time of enrollment of the employee with the exception of **O.H.I.P.** which may require a waiting period of three (3) months after enrollment.

The Company shall pay the entire cost of all coverages, as set out herein.

GENERALLY Continued.. .

The eligible dependents referred shall be as follows:-

1. A person who is, and has, been living with the employee for an immediately preceding continuous period of at least one (1) year, and publicly represented by the employee as his or her spouse.
2. Unmarried children under 21 years of age dependent on the employee for support;
3. A mentally retarded or physically handicapped child of an employee, provided the child is unmarried, 21 years of age or over, dependent on the employee for support and was mentally retarded or physically handicapped and insured as a dependent immediately prior to age 21; and
4. Dependents confined in a hospital when becoming eligible are not insured until released from hospital.

CONTINUANCE OF COVERAGE

Coverage under all plans will be continued while the individual is actively at work as an employee of the Company.

LAYOFF

In the event of layoff, all insurance coverages will be continued by the Company at no cost to the employee until the end of the month following the month in which the layoff occurs. If an employee wishes to continue group coverage for O.H.I.P. or his current benefit package beyond that time the employee may do so provided the premiums are remitted to the Company by the employee in advance of the applicable date. Weekly indemnity benefits and Dental Care coverage may not be continued during layoff. Continued coverage under this arrangement may be maintained only until the end of the twelve (12) month period following the date of layoff (i.e. until loss of seniority occurs).

LEAVE OF ABSENCE WITHOUT PAY

During an authorized leave of absence the Company will continue to keep the employee covered. No premiums will be paid by the Company for any month following the fourth week of an unpaid leave of absence. If an employee is granted a leave of absence in excess of four weeks and wishes to continue coverages, the employee must remit the required premiums to the Company in advance of the applicable due date. (All coverages except Weekly Indemnity Benefit and Dental Care Plan may be continued). Such continued coverage will be cancelled if the employee does not return to work at the time agreed upon at the outset of the leave.

SICKNESS, ACCIDENT AND WORKERS COMPENSATION

Employees off work due to accident or sickness or Workers Compensation will continue to be insured subject to **the** provisions of the Plan during the period in which they accumulate seniority but not to exceed **24** months.

TERMINATION

Except as described in "Layoff", "Leave of Absence", "Sickness, Accident and Workers Compensation" sections above, **all** insurance **will** terminate **should** the employee's service with the Company terminate. Payment of all benefits will be cancelled as of the first day of the month following termination.

The Plan as described herein may be appropriately **modified** or terminated where necessitated by Federal or Provincial statute or regulation. The benefits provided herein shall be reduced when and to the extent they are hereafter duplicated or supplemented in whole or in part by Federal or Provincial statute or **regulation**.

Should the terms and conditions of the coverage referred to herein be varied, extended, or restricted in more than a nominal manner by Federal or Provincial statute or regulation, the Company or the Union **may** terminate this Agreement upon thirty **(30)** days written notice. Upon the giving of such notice, the parties hereto shall promptly enter into negotiations, in an effort to agree upon such benefits as are to be continued in effect.

An insurance certificate or certificates shall be issued to each employee, **outlining** his benefits and privileges under the Plan.

Each employee shall enroll his dependents on a form or forms to be provided by the Company, and shall thereafter give immediate notice of any change of dependent status. Failure to give such notice may be grounds for a denial of the benefits provided herein until such notice is given, and such dependent becomes eligible for **benefits**.

The Company may enter into a contract or contracts with an insurance company **or** companies, or any other organization authorized to provide the benefits described herein, and upon so doing, the Company shall be relieved of any individual liability to any employee other than to maintain such contract or contracts in force. In the event any dispute shall arise, based on the question whether the Company has provided the benefits hereinabove described, such dispute shall be subject to the Grievance Procedure of the Agreement effective May **1st, 1987**, including arbitration, omitting, however, all steps preceding presentation of the Grievance to the Company.

Except as provided in the clauses herein relating to termination of this Agreement, during the term of this Agreement, or of any

TERMINATION Continued.. ..

renewal thereof, neither the Union nor any of its representatives shall (i) make any demand that this Agreement be changed in any respect or terminated, or that a new Insurance Plan or additional benefits be established for the employees, or (ii) engage in, or continue to engage in, or in any manner encourage or sanction any strike or other action which will interfere with work or production of the Company for the purpose of securing any such change, termination, new Plan or additional benefits, and except during the last three (3) months of the term of this Agreement or of any renewal thereof, the Company shall not have any obligation to negotiate or bargain with the Union, with respect to any of the matters referred to.

SUBJECT TO THE FOREGOING, the said Insurance Agreement, as amended, shall continue in full force and effect until April 30, 1990.

Either the Company or the Union may request renegotiation of the provisions hereof effective on or after April 30th, 1990, upon not less than ninety (90) days prior written notice to the other party. In such event, if negotiations are not completed by the time this Agreement expires, this Agreement shall continue in full force and effect thereafter, with respect to the benefit provisions hereof, subject to termination upon thirty (30) days' written notice by either party to the other. Notwithstanding the termination of the Pension and Insurance Agreements, the benefits described therein shall be provided for ninety (90) days following termination.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 28th day of April, 1987.

FOR THE COMPANY




Mark Armstrong



Valerie Melaney




Larry Coburn



Maurice G. Dutrisac

FOR THE UNION



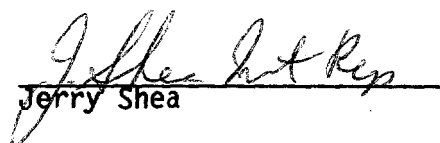
Rick Stewart



Jim Hepburn



Diana Santha



Jerry Shea

PENSION PLAN AGREEMENT

for Hourly-Rated Employees

between

PLAX INC.

and

UNITED RUBBER, CORK, LINOLEUM
AND PLASTICS WORKERS OF AMERICA,

LOCAL 1043

A.F.L. - C.I.O., C.L.C.

May 1st, 1987

to

April 30th, 1990

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PENSION PLAN AGREEMENT

THIS AGREEMENT is made and entered into this first day of May, **1987**.

BY AND BETWEEN:

PLAX INC.,

Burlington, Ontario, Canada

hereinafter designated as "the Company" or "the Employer"

- and -

THE UNITED RUBBER, CORK, LINOLEUM

AND PLASTIC WORKERS OF AMERICA, LOCAL 1043

hereinafter designated as "the Union"

The Company and the Union agree that effective May 1st, 1987 the said Agreement and Plan shall read as hereinafter set forth and shall constitute the entire Agreement between the parties with respect to retirement income for employees covered hereby.

ARTICLE 1

DEFINITIONS

1.01 The following terms for the purpose of this Agreement only shall have the meaning set forth below:

1. Accrued Current Service Pension in respect of a Member at any ~~date~~ shall mean the sum of the individual amounts of Pension, payable from Normal Retirement Date, to which the Member is entitled in accordance with the provisions of Article 6 in respect of each year of Credited Service since the later of: December 31, 1970 and his date of hire.
2. Accrued Pension means the sum of Accrued Current Service Pension and Accrued Prior Service Pension.
3. Accrued Prior Service Pension in respect of any Member shall mean the accrued pension to which the Member became entitled from employment on or prior to December 31, 1970.
4. Actuary means a Fellow of the Canadian Institute of Actuaries appointed by the Employer to prepare such actuarial reports as may be required by the Employer or competent Government Authorities.

1.01 Continued.. .

5. Administrator means the corporate employer, committee of ~~individuals~~ or trust company appointed by the Employer to be responsible for the overall operation and administration of the Plan.
6. Credited Service shall mean the period of years of an ~~Employee's~~ continuous employment by the Employer subsequent to December 31, 1970 as stated by the Employer, including an allowance for partial years to the nearest one-tenth of a year. Credited Service shall include any period during which the Employee is receiving benefits from the Sickness and Accident Insurance Plan or from Workers Compensation; and exclude any period during which the Employee is on layoff in excess of two (2) months or any period during which the Employee is on an approved leave of absence in excess of two (2) months.
7. Employee means a person who is in the regular full time ~~hourly-rated~~ employment of the Employer.
8. Employer or Company as referred to in the Plan shall mean Plax Inc., or any prior Company who sponsored the plan.
9. Insurer means an insurance company licensed to transact ~~business~~ in Canada, which has entered into a contract with the Employer for the provision of benefits under the Plan.
10. Investor means an insurance company, a trust company or ~~individual~~ trustees designated from time to time by the Company to receive, to hold, to disburse and as required, to invest the funds accumulated under the Plan.
11. Member shall mean an eligible Employee enrolled in the Plan.
12. Normal Retirement Date shall mean the first day of the month ~~immediately following the~~ month in which the Member attains the age of 65 years.
13. Pension shall mean a pension payable monthly to the recipient through-out his life-time.
14. Pension Fund shall mean all monies, securities and assets of ~~any kind~~ which are on deposit with or held by an Investor appointed by the Employer, and from which the Pension benefits payable to retiring Employees under the provisions of the Plan will be paid or from which annuities for such benefits will be purchased.
15. Plan means the Pension Plan for Hourly-Rated Employees set forth herein and as amended from time to time, which shall be known as the Plax Inc., Pension Plan for Hourly-Rated Employees."

1.01 Continued.. .

16. Plan Year means the period from any January 1 to the following December 31.
17. Prior Plan shall mean the Pension Plan of Plax Inc. Hourly Rated Employees in effect prior to December 31, 1970.
18. Retired Member means a person who is in receipt of a pension under the Plan.
19. Spouse means the person to whom the Employee is, and has been for at least one year, legally married; or on and after May 1st, 1978, if there is no such Spouse, means a person of the opposite sex who is, and who has been for an immediately preceding continuous period of at least two years, cohabitating and residing with the Employee and publicly represented by the Employee as his Spouse.
20. Where the context so admits, for words of masculine gender there may be read the corresponding words of feminine gender and words imparting the singular number may be construed to include the plural number or vice versa.

ARTICLE 2

ESTABLISHMENT OF THE PLAN

2.01 The Plan is a revision of the Prior Plan and shall, as from January 1, 1971, supersede the Prior Plan. The revised Plan provides benefits for Employees who are eligible to participate in the Plan for Credited Service subsequent to December 31, 1970. Benefits accrued at December 31, 1970 are continued under this Plan in a separate provision within the Plan.

ARTICLE 3

EFFECTIVE DATE

3.01 The benefits herein set forth shall become effective May 1, 1987 and shall apply to all eligible Members who retire on or after May 1, 1987.

3.02 Those Retired Members who retired under the provisions of the Plan as it existed prior to May 1, 1987 and those Retired Members who retired under the provisions of the Prior Plan as it existed prior to January 1, 1971, shall continue to be eligible for benefits under such plans.

ARTICLE 4

ELIGIBILITY

4.01 Persons who are not Employees are not eligible for membership in the Plan. Employees are eligible for membership in the Plan on the basis set out in 1) and 2) below.

- 1.) Employees who were Members of the Prior Plan on December 31, 1970 will automatically be Members of the Plan as from January 1, 1971.
- 2.) An Employee who was not a Member of the Prior Plan on December 31, 1970 will be eligible for membership in the Plan as from the first day of the month coincident with or next following the date on which the following conditions are satisfied:
 - such Employee has completed at least three (3) years of service, but at such date, such Employee has not attained the age of 65 years.

ARTICLE 5

MEMBERSHIP

5.01 Each Employee who is eligible for membership in the Plan shall become a Member as from the date on which he becomes so eligible.

ARTICLE 6

MONTHLY PENSION BENEFIT

6.01 For Credited Service subsequent to December 31, 1970, Members will accrue benefits at the rate of \$11.00 per month per year of Credited Service.

6.02 Effective May 1st, 1988, the pension shall be increased to \$12.00 per month, per year of Credited Service subsequent to December 31, 1970.

ARTICLE 7

NORMAL AND EARLY RETIREMENT

7.01 Normal Retirement - Except as provided in Article 7.03 and ~~Article 9.01~~, a Member shall retire at his Normal Retirement Date.

7.02 Normal Retirement Pension - As of his Normal Retirement Date each ~~Member of the Plan shall~~ be entitled to a pension for life equal to the sum of his Accrued Current Service Pension, calculated in accordance with Article 6, and his Accrued Prior Service Pension, if any.

7.03 Early Retirement - Any Member who has attained the age of **60 but not age 65** and has at least ten (10) years of Credited Service or who has attained the age of **55 but not age 60** and whose age and years of Credited Service total **85** or more may retire at his own option.

Any member who has at least ten (10) years of Credited Service and has attained the age of **55 but not age 65** may be retired at the Company's option or under mutually satisfactory conditions. In the case of a Member retired at the option of the Company or under mutually satisfactory conditions after age **55 but before age 65** with ten (10) or more years of Credited Service, there shall be payable an **immediate** monthly pension benefit equal to his Accrued Pension.

7.04 Early Retirement Pension - Any Member who retires prior to his **Normal Retirement Date** in accordance with the provisions of Article **7.03** shall receive his Accrued Pension multiplied by the applicable factor as set forth in the following table:-

<u>AGE ATTAINED WHEN PENSION COMMENCES</u>	<u>APPLICABLE FACTOR</u>
55	44.9%
56	48.2%
57	51.9%
58	55.9%
59	60.4%
60	65.3%
61	70.8%
62	76.9%
63	83.8%
64	91.4%
65	100.0%

provided that the applicable factor is pro-rated for intermediate ages computed to the next whole month.

ARTICLE 8

BENEFIT ON TERMINATION OF EMPLOYMENT

8.01 Subject to the provisions of any applicable provincial or federal statutes a Member whose service with the Employer terminates other than by reason of death or retirement shall be entitled to a benefit as set out below:-

- 1.) A Member who has not completed ten (10) years of continuous service with the Employer at his date of termination shall not be entitled to any benefits.

8.01 Continued.. .

2.) A Member who has completed ten (10) years of continuous service with the Employer at his date of termination of employment shall be entitled to a deferred Pension payable from his Normal Retirement Date equal to his Accrued Pension at his date of termination.

ARTICLE 9

DISABILITY BENEFITS

9.01 An Employee who has at least ten (10) years of Credited Service and who has not retired under Article 7.01 or Article 7.03, and who becomes totally and permanently disabled as determined by the Company and as certified by a medical practitioner, will be entitled to an immediate Pension equal to his Accrued Pension at the date of disability. Disability benefits will be payable provided that the Employee has exhausted all benefits in the Sickness and Accident Insurance Plan.

9.02 No Member shall be deemed to be totally and permanently disabled for the purposes of this Plan if his disability:

- 1.) is intentionally self-inflicted, or
- 2.) resulted from his engaging in a criminal act for which he was duly convicted in a Court of Law.

9.03 Continuation of Disability Pension Eligibility - A Retired Member in receipt of a pension under paragraph 9.01 may be required to submit to a medical examination at any time during retirement prior to age 65, but not more often than semi-annually, to determine whether he is eligible for continuance of the disability pension. If on the basis of such examination, it is found that the Retired Member is no longer totally disabled or if the Retired Member engages in gainful employment, except for purposes of rehabilitation, all as determined by the Company, the Retired Member will be deemed recovered and his disability pension will cease. In the event the Retired Member refuses to submit to medical examination, the pension will be discontinued until the Retired Member is examined and it is established that the Retired Member is eligible to receive such pension.

9.04 Re-Employment - If a Retired Member retired under Article 9.01 of this Plan is re-employed by the Company, all benefit payments shall be discontinued. Upon his subsequent retirement, benefits shall be re-determined under the applicable provision of the Plan, based upon his Credited Service prior to his original retirement and his Credited Service accumulated during the period of re-employment.

ARTICLE 10

OPTIONAL PENSION BENEFITS TO SURVIVING SPOUSE

10.01 In lieu of the Pension otherwise payable, at least sixty (60) days before normal or early retirement a married Member retiring under Article 7.01 or Article 7.03, may elect to receive a reduced amount of Pension commencing on the same date as the Pension otherwise payable, so that if the Member dies after retirement and is survived by his Spouse, a Spouse's Pension shall be payable to the surviving Spouse during the surviving Spouse's further lifetime.

If the Member's age and the Spouse's age differ by not more than twelve (12) months, the Member shall receive a monthly pension equal to 90 percent of the monthly pension the Member would have received if the Member had not elected this option. Such percentage shall be increased by one-half of one per cent up to a maximum of 100 percent for each full twelve (12) months by which the Spouse's age is greater than the Member's age or decreased by one-half of one per cent for each full twelve (12) months by which the Spouse's age is less than the Member's age.

The Spouse of a Member who has elected the above option and who dies after retirement shall receive a monthly Pension equal to 55 percent of the monthly Pension which the Member was receiving prior to his date of death.

An election under this Article 10.01 will be irrevocable after the effective date.

ARTICLE 11

GENERAL PROVISIONS

11.01 Applicable Law - This Plan shall be construed and enforced according to ~~the~~ Laws of the Province of Ontario. If any provision of this Plan is illegal under an applicable Ontario Law or any applicable Federal Act, such provision shall be deemed not to be a part of this Plan, but without invalidating the remaining provisions of the Plan.

11.02 Information from Applicants - The Company may require any applicant to ~~furnish it~~ with such information and certificates as may reasonably be required, including, but not limited to, proof of age. If such applicant or Retired Member fails or refuses to furnish such information, certificates or other evidence, his benefit hereunder may be determined on the basis of information estimates which in the judgment of the Company are reasonable.

11.03 Protection Against Creditors - Benefits under the Plan shall ~~not be subject to assignment,~~ pledge or encumbrance and any purported assignment, pledge or encumbrance of the same **shall** be wholly void and of no effect.

11.04 Written Explanation to Members - Each Member will receive a written explanation of the terms and conditions of the Plan and amendments thereto applicable to him, together with an explanation of the rights and duties of the Member with reference to the benefits available to him under the terms of the Plan.

11.05 Payment to Others - In the event any benefit payment hereunder become payable to any person who is under legal disability, or who, in the unanimous opinion of the Company, is unable properly to administer such payments, such payments may be made for the benefit of such person to the legally appointed guardian, trustee, or committee, or to any Spouse, parent, adult, child, brother or sister of such person for his welfare, support and maintenance, or may be applied directly for the welfare, support and maintenance of such person, as the Company shall determine.

11.06 The Pension Fund shall be established under a contract or contracts entered into between the Employer and the Investor. The Employer shall pay to the Investor such contributions as may be required in accordance with the provisions of Article 11.07.

All investments and re-investments of funds held in respect of benefits under this Plan shall be made in conformity with the requirements of the Pension Benefits Act of Ontario or any other applicable legislation then in effect.

11.07 The Company shall contribute to the Pension Fund not less frequently than annually such amounts as may be determined by the Actuary as necessary to ensure that the Plan will meet its obligations and comply with the provisions of the Pension Benefits Act, 1965 of the Province of Ontario and with the provisions of other applicable Federal or Provincial legislation.

11.08 Discharge of Company Liability - The payment of contributions as provided in paragraph 11.07 hereof shall be deemed to be a complete discharge of the Company's liability under this Plan. The payment of benefits is to be solely out of the Pension Fund and the Company is not obligated to make any benefit payments in any other way.

ARTICLE 12

ADMINISTRATION

12.01 The operation and administration of the Plan on a day to day basis is the responsibility of the Administrator. However, the Employer is empowered and shall be entitled to decide, consistent with these provisions as from time to time in force, all matters and questions in respect of the operation, administration and interpretation of the Plan.

At an interval of not more than three (3) calendar years after the date of the establishment of the Plan and subsequently at intervals of not more than three (3) years the Employer shall cause

12.01 Continued...

an inquiry to be made by an Actuary as to the liabilities existing under the Plan.

Upon commencement of the payment of Pension benefits under the Plan, the Member shall receive an individual certificate or an individual annuity contract issued by an Insurer specifying the Pension to which the Member is entitled under the Plan. If an individual annuity contract is issued, the Insurer shall be liable for and responsible to pay the amounts and benefits provided by such contract pursuant to and in accordance with the provisions of the Plan. If an individual annuity is not purchased at retirement, Pension benefits will be paid in monthly installments from the Pension Fund. Participation as a Member in the Plan does not and shall not give any Member the right to be retained in the employment or service of the Employer or any right or claim to retirement or other benefits except in accordance with the specific terms of the Plan.

At the time of enrollment every Member shall be required to furnish evidence of the date of his birth satisfactory to the Employer.

ARTICLE 13

DURATION OF THE AGREEMENT AND TERMINATION OF THE PLAN

13.01 It is the intent of the Company and the Union that the Plan shall be and remain a registered plan so as to qualify under the appropriate provisions of the Income Tax Act. The Company shall promptly submit the Plan for registration and shall bear all expenses incident thereto. Until the plan is accepted for registration, the benefits payable shall be only those determined under the Plan as previously so registered. Any excess amount comprised of the difference between the monthly pension calculated in accordance with the terms of the Plan as amended and the Plan prior to amendment shall be payable the first of the month following the month in which such acceptance is received. The Company and the Union agree to make any modifications, alterations or amendments to this Plan necessary to obtain and retain such approvals of the Minister of Revenue, or for the purpose of compliance with any applicable Provincial Legislation and Regulations thereunder as are required in order to establish the qualified status of the Plan and the deductibility for income tax purpose of Company contributions to the Fund.

13.02 This Agreement shall continue in effect until April 30, 1990 and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

13.03 Termination of the Collective Agreement shall not have the effect of automatically terminating the Plan. In the event of termination of the Collective Agreement, except as may be provided in any subsequent agreement between the parties, the Company may continue, amend, modify, suspend or terminate the Plan provided, however, that no such action shall operate adversely to affect any benefits otherwise payable to retired Members, non-retired Members, former Members or eligible surviving Spouses, to the extent the assets of the Pension Fund are sufficient to provide such benefits at the time of such action if an allocation of the Pension Fund were made in accordance with Article 13.03 of this Agreement.

13.04 In the event of the discontinuance of the Plan, equitable provision will be made for the payment to Members, Retired Members and former Members of pension and other benefits, or the commuted values thereof, with respect to the service of such Members, Retired Members and former Members to the date of such discontinuance, in accordance with a description of priorities and methods of allocation to be established by the Actuary and approved by the Pension Commission of Ontario or other appropriate authority charged with the supervision of the Pension Plan under the appropriate legislation then in effect.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Pension Plan Agreement this 28th day of April, 1987.

PLAX INC.

THE UNITED RUBBER, CORK,
LINOLEUM, & PLASTIC WORKERS
OF AMERICA, LOCAL 1043



Mark Armstrong




Rick Stewart



Valerie Melaney



Jim Hepburn



Larry Coburn



Diana Santha



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