

NOV 28 1997

SOURCE	Union		
EFF.	97	01	01
TERM.	99	12	31
No. OF EMPLOYEES	120		
NOMERE D'EMPLOYES	211		

1997-1999

**COLLECTIVE AGREEMENT**

**BETWEEN**

**MARK IV INDUSTRIES CANADA INC.**

**- and -**

**UNITED STEELWORKERS OF AMERICA**

**LOCAL 906**

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08156(04)  
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**1997-1999**  
**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**MARK IV INDUSTRIES CANADA INC.**  
**- and -**  
**UNITED STEELWORKERS OF AMERICA**  
**LOCAL 906**  
**I N D E X**

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THIS AGREEMENT ENTERED INTO AS OF THE <sup>24<sup>TH</sup></sup> DAY OF ~~NOVEMBER~~, 1997

B E T W E E N :

**MARK IV INDUSTRIES CANADA INC.**

(hereinafter referred to as the "Company")

- and -

**UNITED STEELWORKERS OF AMERICA**  
**LOCAL 906**

(hereinafter referred to as the "Union")

**ARTICLE 1 - SCOPE AND RECOGNITION**

1.01 The Company recognizes the Union as the sole bargaining agent for all its employees at its plant in Metropolitan Toronto and the Regional Municipality of Peel, save and except supervisors, persons above the rank of supervisor, office staff, clerical staff, sales staff, time study staff, full-time quality control staff, laboratory staff, full-time security/personnel, technical engineering staff, students employed during the school vacation period, and persons regularly employed for not more than twenty-four (24) hours per week.

**ARTICLE 2 - RELATIONSHIP**

2.01 The Company and the Union agree that, except as otherwise expressly provided herein, there will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or the Union, or by any of their representatives with respect to membership or non-membership in the Union. The Union agrees that no Union member will conduct Union activities on the premises of the Company except as specifically permitted by this Agreement.

### **ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS**

3.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives which the Company had prior to the execution of this Agreement are retained by the Company and remain exclusively within the **rights** of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:

- (a) the right: to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices, to be obeyed by its employees; to discipline and discharge employees for just cause. In the event the Union disputes the reasonableness of such rules and regulations, the Union shall have the right to file a policy grievance in respect thereto pursuant to the provisions of Article 7.14 of this Agreement. Such grievance shall specify the rule or rules being disputed and the grounds upon which such rule or rules is or are being disputed.
- (b) the right: to select, hire **and** control the working force **and** employees; to transfer, **assign**, promote, demote, **classify**, layoff, recall, suspend employees; to plan, direct **and** control operations; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit.
- (c) the right to determine: the location **and** extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the products to be manufactured; the standards of production; the

subcontracting of work; the schedules of work and of production; the number of shifts; the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime work and who shall perform such work; the number of employees needed by the Company at any time and **how** many shall operate or work on any job, operation, machine or production line; **the** administration of the Company's pay system; which jobs shall be incentive jobs and which jobs shall not; the number of hours to be worked; starting and quitting time. And generally, the **right** to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

#### **ARTICLE 4 - CHECK-OFF OF UNION DUES**

4.01 The Company shall deduct from the pay of each member of the Bargaining Unit, weekly, such union dues, fees and assessments by the Constitution of the Union.

(a) The Company shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Union, payable to the International Secretary Treasurer.

(b) The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such

statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with any forms required by the International Union.

(c) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments ~~made~~ in accordance ~~with~~ this Article.

(d) The Company agrees to record total union dues deductions paid by each employee on his/her T-4 Income ~~Tax~~ Receipt.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

5.01 The ~~Union~~ undertakes and agrees that while this Agreement is in operation neither the Union nor ~~any~~ employee shall take part in or call or encourage or support or condone ~~any~~ strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or impeding of ~~or~~ curtailment of or interference with ~~work~~ or production, which shall in ~~any~~ way affect the operations of the Company, ~~and~~ the Company agrees that it will not engage in any lockout during the term of this Agreement.

5.02 ~~Any~~ employee who participates in any of the foregoing conduct shall be subject to discipline up to ~~and~~ including discharge.

## **ARTICLE 6 - UNION COMMITTEES AND STEWARDS**

### **6.01 Bargaining Committee**

The Company acknowledges the right of the Union to appoint or otherwise select from the Union membership in the Company's Metropolitan Toronto Plant, a Bargaining Committee comprised of not more than three (3) seniority employees in good standing of the Company. The Local Union President shall be Chairperson thereof. The Company will recognize the Bargaining Committee for the purpose of handling any grievance or discussing a matter properly arising during the continuance of this Agreement.

The Company agrees to recognize four **(4)** stewards, who shall be seniority employees, to administer the following areas:

1 Steward (Day **Shift**) - Warehouse, Shipping and Receiving

1 Steward (Day **Shift**) - Belts

1 Steward (Day Shift) - Maintenance - including Machine Shop, Boiler Room

1 Steward (Day Shift) - Material Preparation

In the event the afternoon shift or night shift does not have a Bargaining Committee person, the Company will recognize an afternoon shift Steward and/or a night shift Steward for the purpose of handling grievances at Step 1 of the grievance procedure.

The Company acknowledges the right of the Union to appoint or otherwise select from the seniority employees a Chief Steward in addition to the regular Stewards. The Chief Steward shall not participate in the grievance procedure but shall assist and advise the Stewards with respect to problems.

**6.02** One or two International Representatives of the Union may be present **and**

participate in any meeting of the Bargaining Committee and the Company. The Company will not be required to meet a total of more than three (3) employees who are representatives of the Union at any time in addition to an International Representative of the Union.

6.03        A member of the Bargaining Committee will be permitted to leave their work and department when notified by their supervisor that there will be a meeting with representatives of the Company. The Steward may be permitted to leave their work when they have been notified by their supervisor for the **purpose** of handling a grievance at the first or second step of the grievance procedure. Such employee shall record their time of leaving **and** returning to work on appropriate time cards. Time away from work for the purpose herein specified shall not, on the aggregate for all stewards and ~~committeepersons~~, exceed three (3) hours per week.

6.04        A Bargaining ~~Committeeperson~~ or Steward required under the grievance procedure to enter another department must inform the supervisor of that department which they enter of the reason for their presence. Bargaining ~~Committeepersons~~ or Stewards, as the case may be, shall expeditiously attend to the grievance so that no unnecessary loss of time or interference with production will result therefrom.

6.05        The **Union** recognizes and agrees that members of the Bargaining Committee and Stewards have their regular duties to perform in connection with their employment. The Company will compensate such Bargaining ~~Committeepersons~~ and Stewards for time spent at the plant during their regular working hours in handling grievances of employees pursuant to the grievance procedure at their regular straight time day work hourly rate of pay, provided this privilege is not abused by the Bargaining ~~Committeepersons~~ or Stewards, subject to the provisions of Article 6.02 hereof, Bargaining ~~Committeepersons~~ or Stewards will not be



compensated for time spent prior to or beyond the regular working hours on Union business, however, the Company will pay such Union representatives at their regular straight time rate of pay exclusive of any premiums for meetings with the Company, other than negotiation meetings, which run beyond normal quitting time. Such time shall not be considered **as** time worked for the purpose of determining overtime.

6.06 Notwithstanding anything otherwise contained in this Agreement, the Company may delay or defer permission to a Steward or Bargaining Committee person who wishes to leave their work pursuant to the provisions hereof, if such leaving would interfere with the efficient operation of the Plant.

6.07 The Union agrees to supply the Company with **the** names **of** Local Union officers **and** Committee persons and Stewards **and** to keep such lists up to date at all times, and the Company shall not be obliged to recognize such personnel until it has been so informed.

6.08 For the purpose of this Agreement, the Bargaining Committee and the Stewards together with the officers of the Local Union shall be deemed to be officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility to see that this Agreement is faithfully carried out.

6.09 **A** member of the Bargaining Committee will be the last to be laid off so long **as** there is work required which they are qualified to perform. The provisions of this Article 6.09 shall not apply *to* more than three (3) members of the Bargaining Committee.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 The grievance procedures herein provided for are among the most important matters

in the successful administration of this Agreement. The Company and the Union therefore agree that the designated grievance procedure **as** hereinafter set forth shall serve **as** and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of this Agreement, and the specifically designated grievance procedure shall be strictly followed. Wherever the term "grievance procedure" is used in this Agreement, it shall be considered **as** including the arbitration procedure.

7.02 "Grievance" shall mean a complaint or claim concerning unjust discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

7.03 The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company in writing at Step 1 of the grievance procedure within five (5) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. However, if the Company does consider or process a grievance which has been presented late, the Company shall not be estopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

7.04 All time limits referred to in the grievance procedure herein contained shall be deemed to mean "working days", i.e. exclusive of Saturday, Sunday or the holidays set out in Article 14 hereof.

7.05 No employee shall have a grievance until they have discussed their complaint with

their immediate supervisor. If the employee's immediate supervisor does not promptly settle the matter to the employee's satisfaction ~~an~~ employee's proper grievance shall be processed ~~as~~ follows:

**Step No. 1**

If an employee has a grievance, the grievance shall, within the five (5) days referred to in Article 7.03 hereof, be reduced to writing and presented to the General Supervisor. If the employee wishes they may have their Steward or Bargaining Committeeperson, ~~as~~ the case may be, accompany them to see the General Supervisor. The General Supervisor shall give the grievor a written reply ~~as~~ soon ~~as~~ possible but not later than three (3) days after such discussion. If the General Supervisor's reply is not satisfactory to the grievor, the next step must be taken within five (5) days of the General Supervisor's answer but not thereafter.

The written grievance referred to above shall identify: the facts giving rise to the grievance; the section or sections of the Agreement claimed violated; the relief requested; and shall be signed by the employee and countersigned by their Steward.

**Step No. 2**

At this step, the written grievance shall be presented to the Plant Manager, within the aforesaid five (5) days of receipt of the General Supervisor's written reply, but not thereafter. ~~A~~ meeting will be held between the Chairperson of the Bargaining Committee together with the grievor involved, and the Plant Manager together with other representatives of management, within three (3) days of the presentation of the written grievance to the Plant Manager. The Plant Manager shall give his written reply to the Chairperson of the Bargaining Committee within five (5) days of such meeting.

If the Plant Manager's reply is not satisfactory to the Chairperson of the Bargaining Committee the next step must be taken within five **(5)** days after the delivery of the Plant Manager's reply to the Chairperson of the Bargaining Committee, but not thereafter.

**Step No. 3**

At this step, the Union shall, within the aforesaid five **(5)** days, notify the ~~Human~~ Resources Manager in writing of its desire to appeal the decision of the Plant Manager to Step 3. Shortly thereafter, a meeting **will** take place between the Bargaining Committee (which may be accompanied by the International Representative of the Union) and a management committee. The grievor shall be present if requested by either party. The Company shall deliver its decision in writing to the Chairperson of the Bargaining Committee, **w i t h** ten (10) working days of such meeting.

**Step No. 4**

In the event the grievance is not settled at Step 3, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within thirty (30) days ~~from~~ delivery of the decision at Step 3 to the Chairperson of the Bargaining Committee, but not thereafter.

If a request for arbitration is not so given within such thirty (30) day period, the decision at Step 3 shall be final and binding upon both parties to this Agreement, and upon any employee involved.

The notice to arbitrate shall contain the name and address of the moving party's nominee to the Board, and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Board and the remedy sought. The party giving such notice

shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice.

The recipient of the notice shall within thirty (30) days advise the other party, in writing, of the name of its appointee to the arbitration board. The two appointees so selected shall, within thirty (30) days of the appointment of the second of them, appoint a third person who shall be chairperson. If the two appointees fail to agree upon a chairperson, within the time limited, the Minister **of** Labour for Ontario shall, if requested within thirty (30) days **from** the expiry of the date upon which the two appointees are to appoint a chairperson (but not thereafter), forthwith appoint a qualified person to be chairperson. The parties recognize the provisions of Section 49 of the Ontario Labour Relations Act, R.S.O. 1990.

7.06 The arbitration board shall hear and ~~determine~~ the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the arbitration board, but if there is no majority decision, the decision of the chairperson shall govern.

7.07 The board of arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any **part** of this Agreement, nor to adjudicate any matter **not** specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 7.05 hereof.

7.08 Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the chairperson of the board of arbitration shall be borne equally by the two parties hereto.

7.09 The time limits and other procedural requirements set out in this Article 7 are mandatory and not merely directory, and no matter may be submitted to arbitration which **has** not properly been carried through all specified previous steps of the grievance procedure within the times specified. The parties recognize that in some departments and on some shifts "immediate supervisor" and "General Supervisor" shall be the same person, and the grievance shall be filed with such person after being discussed with them **as** a complaint, pursuant to the provisions hereof. The mandatory provisions of this Article 7 shall not be considered to have been waived by the parties or either of them unless they expressly provide **a** waiver thereof in writing, signed by both parties. Section 48 (16) of the Ontario Labour Relations Act shall not **apply**.

7.10 **A** grievance which has been disposed of pursuant to the grievance provisions of this Agreement shall not again be made the subject matter of a grievance. This clause shall not preclude a different grievance from being filed respecting similar but different circumstances. **A** grievor shall have the right to withdraw the grievance at any stage of the proceedings.

7.11 The requirements of this Article 7 are mandatory and not merely directory, therefore failure to put a grievance in writing at Step 1 in accordance with the requirements thereof shall be deemed a complete waiver and abandonment of the grievance by the grievor; also, any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be considered settled on the basis of the last reply.

7.12 **A** decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto including the complaining employee, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at

any step of the grievance procedure both the Company Management and the Union representatives who pass on the same **as** provided herein shall, after ratification, sign the settlement **as** endorsed upon the written grievance, so that no question or argument may arise **as** to what the settlement **was**. Either party shall have the right to require the attendance of the grievor at any meeting held pursuant to the grievance procedure.

7.13 When an employee's grievance is settled by the parties or determined by a board of arbitration on the basis that the employee is entitled to be reimbursed for wages lost **as** a result of action on the part of the Company in violation of this Agreement, such reimbursement shall be at the employee's straight time day work hourly rate exclusive of any premiums, for such hours **as** the employee would have worked for the Company or for holiday pay to which he would have been entitled if the violation had not occurred, but there shall be subtracted therefrom any monies the employee received during such period.

7.14 **Union Policy Grievance or Company Grievance**

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing within ten (10) days from the time the circumstances upon which the grievance is based were **known**. A meeting between the Company and the Union shall be held within five **(5)** days of the presentation of the written grievance and shall take place within the framework of Step 3 of Article 7.05. The Company or the Union, as the case may be, shall give **its** written decision within three (3) days of such meeting.

If the decision is unsatisfactory to the grieving party, the grievance must be submitted to arbitration within ten (10) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

It is expressly understood that the provisions of this paragraph 7.14 may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Article 7.05 hereof shall not thereby be bypassed.

7.15(a)     **Discharge Cases**

A claim by a seniority employee that they have been discharged without just cause shall be treated ~~as~~ a grievance and shall commence at Step 3 of Article 7.05 provided a written grievance signed by the employee **and** their Department Steward is presented to the Human Resources Manager within three **(3) days** after the discharge. The International Representative of the Union will be permitted to attend the meeting held pursuant thereto, with the Management Committee. The Union will not question the discharge of any probationary employee nor shall such discharge **be** the subject of a grievance. A discharge or suspension grievance shall be referred to a single arbitrator.

The Company shall notify the Union representative (Steward/Officer) of the discharge of bargaining unit employees.

7.15(b)     Should the parties agree or should the grievor satisfy the arbitrator that a seniority employee has been discharged without proper cause, such employee shall be reinstated ~~as an~~ employee without loss of seniority and shall be compensated in accordance with the provisions of Article 7.13 hereof. In no event, however, shall the employee be entitled to receive ~~or be~~ awarded more than six **(6)** months' pay.



## **ARTICLE 8 - SENIORITY**

8.01 **An** employee will be considered a probationary employee until they have been employed by the Company for a period of three (3) continuous calendar months. During such probationary period they will have no seniority **rights** but once seniority is acquired it will be regarded **as** having started from the date upon which such probationary period commenced. Notwithstanding any other provisions contained in this Collective Agreement, the termination of employment of a probationary employee **shall** be at the sole discretion of the Company.

8.02 There shall be established a seniority list showing bargaining **unit** employees in order of seniority. Such list shall show the employee's seniority and the department in which the employee holds such seniority. Seniority lists shall be revised once every six (**6**) months and copies supplied to the Union. Subject to the provisions of this Agreement, seniority shall be by department and plant-wide.

8.03 For the purpose of applying the seniority provisions of this Agreement, such seniority provisions shall be applied only to the extent expressly provided in this Agreement.

8.04 **A** seniority employee who is transferred to another department by seniority on an indefinite layoff (i.e. layoff for a period longer than a temporary layoff as defined herein), or on recall therefrom, shall lose seniority in their former department (Le., in which they had department seniority) **and** attain seniority in the new department after sixty (60) **days** in the new department. However, if such employee's former job opens up within sixty (60) days in the new department, the employee shall return to their former job. An employee shall hold seniority in only one department at any one time.

8.05 The appointment or selection of employees for supervisory positions or ~~for~~ any position not subject to the provisions of this Agreement is not covered by this Agreement. A non-bargaining unit person, formerly a seniority employee in the bargaining unit, who is transferred to a position within the bargaining unit, shall be credited with seniority equal to their full accumulated service with the Company including the time worked outside the bargaining unit and they shall be placed in a job consistent with his seniority.

8.06 In filling permanent job vacancies (except those in respect of positions excluded from the bargaining unit) and in cases of decrease or increase of the working force, the following factors shall be considered:

- (a) length of continuous service;
- (b) efficiency and qualifications;
- (c) physical fitness and reliability.

Where, between employees, the qualifications in factors (b) and (c) are relatively equal in the judgment of the Company, factor (a) shall govern.

8.07 When there is to be a layoff in a department the junior employees in the classifications affected shall be subject to be laid off provided the remaining employees are qualified to perform the work required.

**An** employee so subject to layoff will be assigned by the Company to available work or to work being performed by another employee with less seniority, subject always to the provisions of Article 8.06 hereof.

Wherever used in this Agreement, the words "qualified" or "qualifications", or the like, shall mean presently possessed of the accomplishments which enable the person to perform

the work required in accordance with the Company's quality and production standards.

In administering Article 8.06 and the foregoing paragraphs of 8.07 hereof, the following shall apply:

- (a) "promotion" shall be defined as a permanent transfer to a classification carrying a higher rate of pay than the employee's rate or a classification which carries a higher range of rates than the range of rates in the employee's classification,
- (b) Time spent on layoff will not count in qualifying for incremental wage increases.
- (c) In all cases of temporary layoff (i.e., up to three (3) full regular working days) due to equipment breakdown, shortage of material or other causes beyond the Company's reasonable control, seniority need not be considered.
- (d) In the event that a vacancy exists at the time of reduction of force the Company shall have the right to assign an employee affected by such a reduction of force to such vacancy providing they are qualified to perform the work in accordance with the Company's quality and production standards.
- (e) Notwithstanding anything contained in this Article 8, an employee employed in connection with the production of a new product shall not be liable to be displaced by an employee with greater seniority prior to the Company having sold the product commercially, in quantity, to customers for at least twelve (12) months.

8.08 (a) The Company agrees to advertise permanent job vacancies (new and existing bargaining unit jobs) at Labour Grades 3 to and including 16, and Maintenance Jobs 1 to and including 7, for three (3) days. During the posting period, the Company may temporarily fill the job as it deems proper. In order for an employee to be eligible to apply, the applicant must

have the qualifications to perform the job in accordance with the Company's quality and production standards and the job vacancy must be in a wage group that is higher than or equal to the applicant's. Selection will be made in accordance with the provisions of Article 8.06 hereof. The Company will consider applications, first from the department in which the vacancy occurs, and if not filled from that department, applications will be considered from employees in other departments. In the event there are no such qualified applicants, the Company will make its selection from those that have applied. In either case, selection will be made in accordance with Article 8.06 hereof. If an employee from the latter group is selected, they will be given a trial period of not more than ten (10) working days in order to determine their suitability for the job. If, in the judgement of the Company, the employee is not suitable for the job, they will be returned to their former job, and the Company may fill the vacancy ~~from~~ any source **as** it sees fit. **An** employee will be limited to one (1) successful bid, or trial, in any **six** (6) month period. All employees interested in the job vacancy must make application within three (3) working days. Such job posting shall apply only in respect of the original vacancy and the vacancy resulting from the filling of such original vacancy but will not apply to subsequent vacancies. The Union shall be provided with copies of all job postings after they expire.

(b) Employees shall be allowed two job applications on file for a year prior to such job posting.

#### 8.09 **Loss of Seniority**

An employee shall lose all seniority and service rights if:

(a) they quit their employment;

- (b) they are discharged for proper cause and not reinstated through the grievance procedure;
- (c) **an** employee with less than five (5) years' seniority is laid off for a period in excess of one (1) year; **an** employee with five (5) years or more of seniority is laid off for a period in excess of two **(2)** years;
- (d) a person on layoff fails to **return** to work within five **(5)** working days **after** the Company's notice of **recall** is sent by registered mail or telegram to the last address of the person shown on **Human** Resources Office records or, **if** the person **within** three (3) working days after such notice of recall is so sent fails to notify the Human Resources Office of his intention to return to work. The **foregoing** provisions may be waived by the **Human** Resources Manager in writing if the person furnishes reasons satisfactory to the **Human** Resources Manager for such failure on their part. In such cases of waiver, the person will not be permitted to displace another employee with less seniority who has been employed in the meantime, but will be rehired with seniority in tact when employment for which they are available and for which they have the necessary seniority is available.
- (e) **an** employee fails to return to work promptly after the expiration of any leave granted to them, unless they furnish reasons satisfactory to the Company.
- (f) **an** employee is absent from work without **a** reason satisfactory to the Company.

8.10 It shall be the duty of the employee or laid off person to notify the Company office promptly, in writing, of any change of address or telephone number. If an employee or laid off person should fail to do this, the Company will not be responsible for the failure of a notice to

reach them and any notice sent by the Company by registered mail to the address which appears on the Company's personnel records, or telephoned to the telephone number which appears on the Company's records, shall be conclusively deemed to have been received by the employee or laid off person.

8.11 **Recall**

When there is an increase of the working force seniority employees on layoff shall be recalled in accordance with the provisions of Article 8.06. In the event any such **seniority** employee is not qualified to perform the available work, the employee shall be recalled to available work, if any, in Job Class 1 to 10. If such employee does not become qualified within five **(5)** days of work on such job, they shall be laid off until work becomes available for which they are qualified.

8.12 In any one layoff period, a laid off employee will continue to accumulate seniority up to a period of one (1) year, however, the Company shall not be obliged to make any welfare or other payments on behalf of such laid off employee.

**ARTICLE 9 - LEAVE OF ABSENCE**

9.01 All leaves of absence as referred to in this Agreement shall be without pay or any other form of compensation except the compensation specifically provided in Articles 9.09 and 9.10 hereof. All requests for leave of absence covered by Articles 9.02, 9.03 and 9.04 hereof shall be in writing to the employee's immediate supervisor. The Company's reply to such request shall also be in writing to the employee. The Company will provide its reply within two **(2)** weeks of the receipt of the employee's written request for leave.

9.02 The Company may, in its **own** discretion, grant leave of absence, without pay, to any employee for legitimate personal reasons, and any employee who is absent with such permission shall continue to accumulate seniority, for a period not to exceed three (3) months during such absence.

9.03 The Company will grant leave of absence to not more than three (3) employees in good standing at the same time for legitimate Union business, such as convention delegates, for a period not to exceed ten (10) working days each year per employee and in any event, not to exceed a total of twenty (20) days per year in respect of all **such** employees. In addition to the foregoing, the Company will permit two (2) additional employees to be absent upon one (1) Friday per calendar year for the purpose of attending the Union's District Council meeting. In addition to the foregoing, the Local Union President will be granted similar leave of absence for Union business up to a maximum of twenty-five (25) days per calendar year. The foregoing, however, is subject to the limitation that such leave of absence may be withheld by the Company if the absence of any such employee will interfere with production.

9.04 Any seniority female employee will, in case of pregnancy, certified by a qualified physician, be granted a leave **of** absence subject to the following conditions:

- (a) The employee involved must give to the Company two (2) weeks' notice in writing of the day upon which she intends to commence her leave of absence and furnish a certificate from her attending physician confirming that she is pregnant and giving the expected day of delivery.
- (b) The leave of absence shall commence no sooner than seventeen (17) weeks before the expected due date and shall not exceed thirty-five (35) weeks. The leave may

be extended, in writing, for up to sixty (60) days where the attending physician requests **an** extension. The provision of this Article 9.04 shall be interpreted and applied so **as** to be consistent with the Pregnancy and Parental Leave provision of 1 \_\_\_\_\_ 1 Standards Act, R.S.O. 1990 as amended.

- (c) Seniority will accumulate during the period of such leave.
- (d) Before returning to work, the employee must provide the Company with a physician's certificate stating she is fit to perform her normal duties.
- (e) If the employee fails to report for work promptly after the expiration of the leave, she shall be considered **as** having voluntarily quit.

#### 9.05 **Sick Leave**

Any employee who, because of illness or injury requiring an absence from their job for more than two **(2)** work days, shall, upon furnishing evidence satisfactory to the Company of such illness or injury, which may include examination by a Company-appointed physician, be granted a sick leave for the duration of the period of their disability due to such illness or injury, except that at the end of twelve (12) months in the case of an employee with less than five **(5)** years' seniority, or twenty-four **(24)** months in the case of **an** employee with five (5) years' but less than ten (10) years' seniority, or thirty-six **(36)** months in the case of an employee with ten (10) years' or more seniority, of continuous absence because of such illness or injury, the employee's employment and seniority shall be terminated. The employee shall furnish supplementary medical evidence of disability, from time to time, **as** required by the Company. Failure to furnish such evidence of disability will result in the termination of the employee's employment and seniority. Before any employee on sick leave may return to work



they must present a doctor's certificate stating that they have fully recovered both physically and mentally and is able to return to their regular job classification or other available work and perform such job in accordance with the Company's quality and production standards. The Company reserves the right to have any employee examined by a Company physician in connection with a sick leave.

The Company reserves the right to terminate employment if the record of the employee indicates an excessive amount of time off or recurring or repetitive time off. The determination as to what constitutes excessive, recurring or repetitive time off will be at the sole discretion of the Company.

9.06 Employees returning from authorized leave of absence granted under Article 9.02 or 9.03 will be returned to the same job provided such job exists.

9.07 Application for leave of absence shall be made in writing to the employee's immediate supervisor and it will be referred for final approval in accordance with Company policy; however, no leave will be granted for a period greater than an employee's accumulated seniority and in no case in excess of one (1) year.

9.08 If an employee overstays their leave of absence, they are presumed to have severed employment with the Company unless they can give an explanation satisfactory to the Company for their inability to return to work on the expiry date of their leave of absence.

9.09 **Jury Duty or Witness Duty**

Each seniority employee who is summoned to and reports for jury duty, as prescribed by applicable law (subject to the eligibility requirements set out below), or as a summoned subpoenaed witness (subject to the limitations that no payment shall be made where

any employee subpoenaed as a witness in a matter in which the employee has **an** interest or where he/she is summoned in a matter where he/she is giving evidence adverse in interest to the company) shall be paid by the Company the difference between the employee's regular straight time day work hourly rate exclusive of premiums for the number of hours up to eight (8) that they otherwise would have been scheduled to work **and** the daily jury duty fee or witness duty fee paid by the Court (not including travelling allowance or reimbursement of expenses). The Company's obligation to pay **an** employee for **jury** duty or witness duty under this Section is limited to **a** maximum of sixty (**60**) days in **any** calendar year, and in order to receive payment under this Section, **an** employee must meet all of the following eligibility requirements:

- (a) the employee shall have given forty-eight (**48**) hours' notice to the Company that they have been subpoenaed for **jury** duty or witness duty;
- (b) the employee shall furnish satisfactory evidence to the ~~Human~~ Resources Manager that they reported for and performed jury duty or witness duty on the days for which they claim payment and shall furnish acceptable proof of the amount of jury pay or witness fee received by them;
- (c) the employee would otherwise have been scheduled to work for the Company on the day or days for which they claim payment.

9.10(a) **Bereavement**

When death occurs in a seniority employee's immediate family i.e. current spouse, (spouse includes spouses **as** determined by the relevant family law statute or one year of co-habitation) parent, parent of current spouse, child, brother or sister of employee, legally adopted

child, grandparent or grandchild, daughter-in-law, son-in-law, the employee, on request, will be excused for a period not to exceed three (3) consecutive working days, or such fewer days as the employee may be absent, immediately following the date of death, provided they attend the funeral. The employee shall not be entitled to receive any pay for any day upon which they would not otherwise have been scheduled to work for the Company. Payment will be based upon the employee's straight time day work hourly rate exclusive of premiums.

9.10(b) When death occurs to a seniority employee's brother-in-law, sister-in-law, aunt or uncle, the employee, on request, will be excused for one (1) day for the purpose of attending the funeral. The employee shall not be entitled to receive any pay for any day upon which they would not otherwise have been scheduled to work for the Company. Payment will be based upon the employee's straight time day work hourly rate exclusive of premiums.

9.10(c) When death occurs in a seniority employee's immediate family as defined in Article 9.10(a) hereof, and where the deceased lives at a distance too far for the employee to attend the funeral, the employee, on request, will be excused for one (1) day for the purpose of mourning. The employee shall not be entitled to receive pay for such day if they would not otherwise have been scheduled to work for the Company. Payment will be based upon the employee's straight time day work hourly rate exclusive of premiums.

9.11 The Company agrees to allow employees one day off with pay to attend to take the Oath of Citizenship.

#### **ARTICLE 10 - OVERTIME**

10.01 The employee's normal work week is forty (40) hours, however, it is hereby

expressly understood and agreed that the provisions of this Article 10 are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week nor **as** a guarantee of working schedules.

The work week, for purposes of pay calculation, will be from 11:00 p.m. Sunday to 11:00 p.m. Sunday.

When three (3) continuous shifts are scheduled, shift starting times shall be:

11:00 p.m.

7:00 a.m.

3:00 p.m.

In departments 31 and 51, the normal hours of work will be between the hours of 7:00 a.m. and 5:00 p.m. including a one-half hour unpaid lunch unless a second shift is scheduled. In the event that a sufficient number of employees in the appropriate classifications do not volunteer to work the hours required, the Company will have the right to assign employees in the appropriate classification to work the hours required by the Company. Employees will be assigned in reverse order of seniority. Employees will be given **an** opportunity to indicate their preference of working hours by February 1st each year. Employees who join the department after that date will be assigned by the Company to work the hours the Company requires.

10.02 **An** employee will be paid time and one-half (1%) their straight time rate of pay exclusive of premiums for work performed in excess of eight (8) hours in a day, except where such excess is occasioned by:

(a) change of shift schedule;

(b) exchange of shifts.

The term "day" **as** used in this Article 10.02 shall mean the twenty-four **(24)** hours from the commencement time of the employee's last regular scheduled shift worked.

An employee shall receive payment at the rate of two (2) times their straight time hourly rate of pay exclusive of premiums for the number of hours they are required to work on their seventh (7th) consecutive **shift** worked.

Work performed between 11:00 p.m. Sunday night and midnight Sunday **night** shall be considered **as** Monday work.

No employee will be required to take time off during their regularly scheduled work week solely for the purpose of enabling the Company to avoid payment of overtime.

**An** employee shall be paid at the appropriate overtime rate for work performed on Saturday and/or Sunday, However, where the overtime worked on Sunday is continuous with the employee's Monday shift, it shall be considered to have been worked **as** part of the Monday shift.

Stationary engineers will be required to rotate **shifts**.

Regularly scheduled hours not worked because of lack of work or approved leave of absence on Union business shall be deemed to be hours worked for the purposes of this Article 10.02.

### 10.03

(a) Where **an** employee is required to work overtime immediately following the conclusion of a sixth consecutive **shift** work the employee will be paid overtime for such hours worked immediately following the

conclusion of the shift as follows:

- (i) **If** the employee works an additional four hours or more continuous with the conclusion of the sixth consecutive shift of work the employee shall receive overtime pay at the rate of two times the employee's straight time hourly rate of pay for such overtime work;
  - (ii) **If** the employee works less than four hour additional hours continuous with the conclusion of the sixth consecutive shift of work the employee shall receive overtime pay at the rate of one and one half times the employee's straight time hourly rate of pay for such overtime work.
- (b) Employees who commence such overtime will be expected to complete the required overtime hours.
- 10.04 Work performed in excess of the normal work week as referred to above, will not be considered to be overtime if it results from:
- (a) a change in ~~shift~~ or exchange of shifts requested by the employees and consented to by the supervisor;
  - (b) the application of seniority in ~~a~~ reduction of the work force;
  - (c) the granting **of a** request for transfer.
- 10.05 Employees receiving a paid lunch period will receive one (1) ten (10) minute break per shift. All other employees will receive two **(2)** ten (10) minute breaks per shift.
- 10.06 There shall be a five **(5)** minute clean-up period at the end of each shift. No

employee shall leave their work station earlier than five (5) minutes before the end of their ~~shift~~. The Compounder, Banbury Operator and Banbury Millperson will have ~~an~~ additional fifteen (15) minute clean-up period at the end of each shift.

10.07      **Reporting Pay**

An employee who properly reports for work at the beginning of their regular shift, unless they have been notified in advance not to report, will receive at least four (4) hours work at their straight time day work hourly rate or shall be paid for four (4) hours at their straight time day work hourly rate, except in cases ~~of~~ labour disputes, machinery, equipment, power or other utility breakdowns, fire, flood or any other causes, without limitation, beyond the reasonable control of the Company. Notwithstanding the foregoing, however, ~~and~~ regardless of the reason for which the employee's regular work is not available, they will receive at least two (2) hours' work at their straight time day work hourly rate or be paid for two (2) hours at their straight time day work hourly rate. Where ~~an~~ employee reports for work on their regular ~~shift~~ and is sent home with instructions to report on a later shift they shall be paid for two (2) hours subject to the same exceptions and conditions as set forth in this section. ~~An~~ employee, other than an employee who reports for work on their regular ~~shift~~ and is sent home with instructions to report on a later shift, who does not accept available work when offered shall not be entitled to payment for reporting. When an employee ~~has~~ not been working because of illness, leave of absence or any other cause, it shall be their responsibility to arrange with the Company for their return to work at least one (1) but not more than two (2) regular working days prior to the time of their intended return. It is the employee's duty to keep the Human Resources Office informed of his correct address and telephone number, and the Company will not be liable for any

payment unless such arrangements have been made.

10.08 **An** employee called in to do emergency work will ~~be~~ paid a ~~minimum~~ of four **(4)** hours' pay for such work, however, when ~~an~~ employee, after leaving the plant at the completion of their ~~shift~~ is notified to report for work four **(4)** hours or less prior to their regular starting time and they are expected to work through and complete their regular shift, they will be paid only for the hours worked in excess **of** his normal number of hours, on ~~an~~ overtime basis.

10.09 **Meal Allowance**

**An** employee shall receive Five Dollars (\$5.00) cash for a meal when they are required to work three (3) hours or more of overtime after the completion of their regular work day without having received notice of such overtime before reporting for work.

10.10 In no case will there be a duplication or pyramiding of daily and weekly overtime or any other premium compensation.

10.11 When overtime is scheduled to be performed by employees in a department, the Company will endeavour as far ~~as~~ practicable to equitably allocate the overtime among qualified employees of the department who presently and normally perform the major or dominant portion of the work required. However, production lines or group operations will not be affected or interfered with. **An** employee on ~~an~~ individual operation or assignment will not be displaced for overtime. Employees who are absent ~~from~~ work for any reason shall be considered not available for the allocation of overtime, and shall not be entitled to be called in.

It is not the intention of the parties to this Agreement that the Company shall be held to an obligation of equal allocation of overtime but is only intended to be a general rule for the guidance of the Company in allocating overtime. **An** employee **who** is justifiably



aggrieved **as** a result of the Company's failure to follow this general rule shall not be entitled to money payment for overtime which has not been allocated to them in the **past** but shall be entitled to be allocated future overtime to restore them to a relatively equitable position with those other qualified employees in the department who presently and normally perform the operation upon which the aggrieved employee is involved.

**10.12      Shift Premium**

An afternoon **shift** shall be considered **as** one scheduled to begin on or after 3:00 p.m. but before 9:00 p.m. A **night shift** shall be considered **as** one scheduled to **begin** on or after 9:00 p.m. but before 3:00 a.m. A **shift** premium of thirty cents (30¢) per hour will be paid for hours worked during an afternoon **shift**, and a shift premium of thirty-five cents (35¢) per hour will be paid for hours worked during a night shift. This Article 10.12 shall not apply to hours worked pursuant to Article 10.08 hereof.

The foregoing shift premiums will be paid only to employees who are actually scheduled to work such shifts, and the thirty cent (30¢) premium shall not be paid to **an** employee whose work on a day shift continues past 3:00 p.m., nor will the thirty-five cent (35¢) premium be paid to **an** employee on **an** afternoon shift whose work continues past 9:00 p.m.

**10.13**      Employees shall be **paid** at the rate of time and one-half (1%) the employee's straight time hourly rate of pay for all hours worked on the following holidays, in addition to holiday pay:

New Year's Day  
**Good** Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day

Thanksgiving Day  
~~Christmas~~ Day  
Boxing Day  
10th designated holiday  
11th designated holiday  
12th designated holiday

In the event that additional holidays are proclaimed by the legislature, each such holidays so proclaimed will result in the elimination of one **(1)** designated holiday.

#### **ARTICLE 11 - VACATIONS**

11.01       Wherever the term "vacation year" is used in this Agreement, it shall mean the year from one July 1st to the following June 30th.

11.02       **An** employee shall be entitled to an ~~annual~~ vacation in accordance with the following schedule on the basis of their service (i.e. seniority) at June 30th of each year:

Less than one (1) year of seniority - in accordance with the Employment Standards Act of Ontario;

One (1) year of service but less than five **(5)** years of service - two (2) weeks' vacation with pay computed at the rate of four percent **(4%)** of earnings;

- Five **(5)** years of service but less than fifteen (15) years of service - three **(3)** weeks' vacation with pay computed at the rate of six percent **(6%)** of earnings;

- Fifteen **(15)** years or more of service - four **(4)** weeks' vacation with pay computed at eight percent (8%) of earnings.

- Twenty-three **(23)** years or more of service - five (5) weeks' vacation with pay computed at ten percent (10%) of earnings.

11.03       "Earnings" as used in this Article 11 shall not include money paid on behalf of the

employee pursuant to Article 13 hereof except for sickness and accident benefits which shall be included. Earnings shall also include vacation pay for the previous year.

11.04 Employees must take the vacation to which they are entitled and vacations may not be accumulated and carried over to a subsequent year unless the employee receives the consent of the Company. The Company will give consideration to such requests. The Company agrees to ~~announce~~ the vacation schedule and/or plant shutdown by April 1st of the year in question.

Employees will make written requests for vacation by April 15th of each year. The Company will advise employees whether or not their vacation request ~~has~~ been approved not later than May 1st. Employees making application for vacation ~~after~~ April 15 will not be permitted to displace an employee whose application has been approved in accordance with ~~this~~ Article 11.

## **ARTICLE 12 - DESIGNATED HOLIDAYS**

12.01 Employees shall be paid, as provided hereinafter, for New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day providing they meet all of the following eligibility rules:

- (a) the employee has attained seniority ~~as~~ of the date ~~of~~ the **holiday**; and
- (b) the employee must have worked their last full scheduled shift before the holiday and their first full scheduled shift after the holiday. However, ~~an~~ employee who fails to work because of a certified illness on one or both of the qualifying days, will be paid for the holiday provided he has performed some work in the week or weeks containing the qualifying days.

In addition to the foregoing, and subject to the foregoing, eligibility requirements:

- (i) There shall be a tenth (10th), eleventh (11th) and twelfth (12th) holiday to be designated by the Company after discussion with the Bargaining Committee;
- (ii) In the event that any additional holidays are proclaimed by the legislature, for each holiday so proclaimed one of the designated holidays referred to in paragraph (i) immediately above shall be eliminated.

12.02 **An** employee who qualifies under the provisions set forth in Article 12.01 hereof shall receive pay for their normal number of daily hours for each of the eleven (11) holidays specified herein, computed at their straight time day work hourly rate of pay exclusive of premiums.

12.03 When a holiday, designated above, falls within an eligible employee's vacation period, and they are absent from work **as** a result of such vacation, they shall receive another day with pay to be taken at a time to be arranged with the Company. In such case, the Friday prior to the annual vacation and the Tuesday following the annual vacation shall be considered **as** the scheduled shifts before and after the holiday. A holiday that falls on a Saturday or Sunday shall be observed on the preceding Friday or the following Monday.

12.04 Employees who are scheduled to work on a holiday and who then fail to report for and perform such scheduled work, without a reason acceptable to the Company, shall not receive holiday pay under this section.

### **ARTICLE 13 -HEALTH AND WELFARE**

13.01 The Company also agrees to pay one hundred percent (100%) of the full cost of the premiums for a ~~Semi-Private~~ Hospital Plan for seniority employees not otherwise covered as a dependent.

13.02 The Company agrees to pay, on behalf of **seniority** employees, one hundred percent (100%) of the premium cost of a Group Life Insurance Policy, including Major Medical, to provide the following coverage:

**Term Life Insurance**

Effective June 1, 1997 - \$22,000

Effective January 1, 1998 - \$23,000

Effective January 1, 1999-\$24,000

The Company agrees to pay the premium cost to provide \$5,000 group life insurance coverage to retired employees who retire after June 2, 1997..

**Sickness & Accident Benefits**

Effective June 2, 1997 - \$350 per week

Effective **January** 1, 1998 - \$375 per week

Effective **January** 1, 1999 - \$400 per week

The foregoing Sickness & Accident Benefits shall apply from the first day **of** non-compensable accident for a period of ten (10) working days, or from the first day of hospitalization for non-compensable sickness for **up** to ten (10) working days or **from** the ~~fifth~~ (5th) day of non-compensable sickness for a period of five (5) working days. First day of hospitalization for purposes of **this** Article will include attendance as **an** outpatient where the

**Company** is advised in advance and the outpatient treatment has been scheduled in advance and the attendance in the outpatient department is required for the performance of a specific medical procedure.

When an **employee** has **exhausted** his or her Unemployment Compensation Sickncss Benefits, the **Company** will provide insurance for an additional thirty-five (35) weeks.

The ~~Company~~ will keep the "Medi-Pac" plan during the life of this Agreement.

## Drug Card

The Company will provide a drug card for purposes of obtaining prescription drugs, the conditions of that drug card plan shall be as discussed during negotiations and include coordinated benefits • positive enrollment • five dollar (\$5.00) cap on dispensing fee - generic drugs. The \$1.00 charge per prescription paid by employees will be removed effective January 1, 1998.

### 13.03 Pensions

The pension plan established effective January 1, 1982 shall be maintained, incorporating the following provisions:

**Eligibility:** One (1) **year** of service.

**Vesting:** After ten (10) years of service and attainment of age forty-five (45) In respect of benefits accrued prior to January 1, 1987; after two (2) years of membership in respect of benefit accruals and improvements after January 1, 1987.

Normal Retirement Age: **Sixty-five (65)**

**Amount of Benefit:** Effective January 1, 1996 - \$19.00 per year of credited service;  
Effective January 1, 1998 - \$20.00 per year of credited service;  
Effective January 1, 1999 - \$21.00 per year of credited service.

**Past Service:** From January 1, 1975.

13.04 **Eve Glasses**

Effective May 4, 1994, the Company agrees to pay 100% of the premium cost to provide the following prescription eye glasses benefit plan:

- (a) \$125.00 (benefit to cover employee and family (employee's immediate dependants);
- (b) not more than once in a twenty-four **(24)** month period;
- (c) payable to the employee when purchases of prescription eye **glasses** are made.

13.05 Benefits and plans referred to above are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract issued in respect hereof by an insurance agent or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions.

13.06 No grievance may be processed to the Company in support of a claim or dispute with respect to the aforesaid welfare plans. Nothing contained herein shall prevent the employee or the Union from taking the matter up with the insurance company or governmental agency involved. Notwithstanding the foregoing, in the event the Company changes insurance carriers and the Union alleges there has been a change of benefits, the Union may file a grievance

pursuant to the provisions of Article 7.14 hereof. There shall however be no right to grieve where any change in benefits results from governmental legislation.

#### **ARTICLE 14 HEALTH AND SAFETY**

14.01 A seniority employee who is injured during working hours while properly performing their duties of employment and who is sent home from work by the Company or by a physician shall be paid for the time lost on the day they were injured at their straight time day work hourly rate of pay exclusive of any premium for the unexpired portion of their scheduled work day.

14.01(a) The parties to this Agreement recognize the desirability of maintaining safe work practices in the plant, and in support of this objective it is agreed that employees must use the safety measures and equipment provided and abide by the Company's safety and sanitation rules.

14.02 The Company agrees to maintain the standards of safety, health, sanitation and work conditions in the plant required by law.

#### **14.03 Safety Shoes**

The Company will contribute the following amounts once per year towards the cost of safety shoes purchased during the calendar year:

Effective January 1, 1996 - \$85.00

Effective January 1, 1998 - \$90.00

Employees will be reimbursed in accordance with this Article upon the presentation



to the Company of a receipt verifying the purchase of safety shoes during the calendar year.

Persons employed ~~as~~ Cure Operators and Banbury Operators will be reimbursed for up to two (2) pairs of safety shoes purchased per calendar year provided that receipts verifying the purchase are provided in accordance with the provisions of this Article.

14.04 The Company agrees to compensate one employee for time lost ~~from~~ work while attending the U.S.W. International J.H.S. Symposium to a maximum of one week.

#### **ARTICLE 15 -GENERAL**

15.01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

##### **15.02 Bulletin Boards**

The Company will provide space on the existing bulletin boards **plus** an additional bulletin board for the convenience of the Union in posting notices of Union activity **and** Union educational material. All such notices must be signed by the proper officer of the **Union** and

submitted to the Manager of the authorized representative for approval before being posted. With the exception of notices limited strictly to time, place and speaker, there shall be no posting of political matter. Furthermore, there shall be no posting of matter adverse to the Company or its management.

15.03 If any provision of this Agreement is in conflict with any existing or future provincial or federal law, such provision shall become inoperative, but the validity of the remainder of this Agreement shall not thereby be impaired **and** shall remain in full force **and** effect.

15.04 When the Company makes reasonable rules **and** regulations governing the operation of the plant and posts same on the bulletin boards, violation of any of such rules and regulations by an employee will result in disciplinary action up to and including discharge.

15.05 The Company agrees to provide coveralls for use at work by:

- (1) Cutter Operators
- (2) **Drum** and Sleeve Repair;
- (3) Cog Press Operators;
- (4) Bias Cutters;
- (5) Service Person Material Prep.;
- (6) Service Persons Maintenance;
- (7) Cure Operators and Builders.

## **ARTICLE 16 - WAGES**

16.01 The wages set out in the wage schedules A, B, and C attached hereto shall form part of this Agreement and be in effect during the periods set out, during the life of this Agreement.

### 16.02(1) **Incentives**

The Union recognizes and agrees that it is the Company's prerogative to establish or discontinue incentive standards from time to time on any **job** or **jobs**, and that **the** Company **has** established **an** incentive system based upon and entitled "The Standard **Hour** Incentive System". The Union agrees that it will fully co-operate with the Company in respect of standards set by the Company and neither the Union nor any employee or employees will impose any restrictions or limitations on the production of an individual employee or group of employees in respect of any such standards and the Union will not permit same to be imposed by any employee or employees.

16.02(2) In accordance with the foregoing, the Company has established, and may from time to time establish, incentive standards on jobs where the Company considers it practicable to do so in order that qualified, experienced employees may through extra effort **and** increased efficiency have **an** opportunity to earn better pay by producing product which meets the Company's quality standards in less time than called for by the Standard Time Value. In such case a qualified experienced employee applying themselves with proper incentive effort and skill will have an earning opportunity of approximately twenty per cent (20%) above the job base rate.

16.02(3) Employees affected by **a** new standard or change **in** standard will be notified of such

new or changed standard at least forty-eight **(48)** hours before it is to become effective. Before the Company establishes new or changed incentive standards the employees affected will be shown the operating procedures to be followed, in sufficient detail to enable qualified experienced employees to perform the various elements of the job in the manner described in the operation description and elemental sequence. The work measurement procedure to be used for establishing such incentive standards will be carried out only after the foregoing procedure has been followed.

**16.0214)** Errors made in determining standards may be corrected by the Company unless more than a three (3) month trial period has elapsed from the time the Company has established a change in job standard as described in Article **16.02(7)**. Thereafter, an incorrect standard may be corrected only after consultation with the Bargaining Committee. The term "trial period" as used herein shall mean the trial period of the standard, and shall not be interpreted to mean the trial period of any employee.

**16.02(5)** After the three (3) month trial period referred to in paragraph **16.02(4)** above, the Company will not change an established correct standard unless it makes changes in: job content, machine speed, procedure or method of performance; construction; layout; equipment; material or material specifications; design; compound; or deployment or arrangement of equipment or work force.

**16.02(6)** When an inexperienced employee is placed in or added to a crew operation and thereby adversely affects the production of the qualified, experienced members of the crew who are working at their proper incentive pace, they will for the period established by the learning curve, be paid in accordance therewith.

16.02(7) In the event a grievance arises out of a new or changed incentive standard, it shall not be subject to the grievance procedure set out in Article 7 of this Agreement but **shall** be processed only as follows:

When Management establishes a new standard or changes an existing standard on a job, the Bargaining Committee, if it does not agree with such standard, shall file a written grievance after the first (1st) ten (10) days of the three (3) month trial period referred to in Article 16.02(4) and (5), but not thereafter. **A meeting** will be held between the Company and the Bargaining Committee within five (5) days of receipt of such written grievance. The Company will give its written decision within three (3) days of such meeting.

If the Company's decision is not satisfactory to the Union, the Union shall, within five (5) days of receipt of the Company's decision, but not thereafter, file with the Company a request in writing that a Rate Board be established. The Rate Board shall consist of a representative selected by the Company and an industrial engineering representative of the Union.

The members of the Rate Board will jointly study the job and shall issue a written decision which shall be final and binding upon the parties hereto and upon any employee affected by it. The Rate Board shall be deemed to be a Board of Arbitration and each party shall bear the costs and expenses of the representatives which it appoints. If the Rate Board is unable to reach **an** agreed-upon joint decision they shall so advise the Company and the Union in writing. If the Union is not at that time prepared to accept the Company's rate, the Union shall within five (5) days of receipt of the Rate Board's Decision that they are unable to agree, notify the members of the Rate Board that they are prepared to accept the decision of a third

party qualified Industrial Engineer. The Rate Board shall within five (5) days of receipt of such notice appoint an Industrial Engineer. If within such five (5) day period the members of the Rate Board cannot agree upon an Industrial Engineer, the Minister of Labour shall, upon the written request of the Union's representative, made within five (5) days from the expiry of such five (5) day period, appoint an Industrial Engineer. The Industrial Engineer shall promptly thereafter convene a meeting with the Rate Board and determine the matter in dispute and issue a decision which **shall** be final and binding upon both **parties** and upon any employee affected by it. The parties hereto will each pay one half (½) the fees and expenses of the Industrial Engineer.

If no grievance is filed within the time specified or if the Union does not request a Rate Board, or Industrial Engineer, within the time specified, or if the Union's representative does not request the Minister of Labour to appoint an Industrial Engineer within the time specified, the grievance shall be deemed to have been settled on the basis of the standard established by the Company, or on the basis of the Company's last reply, as the case may be. The provisions of this grievance procedure shall be deemed to be mandatory and not merely directory, **and** shall be deemed to comply with all requirements of the Ontario Labour Relations Act.

16.03        The Letters of Understanding attached hereto form part of this Agreement (this does not include Letter of Understanding re wages).



### **ARTICLE 17 - LEAD HANDS**

17.01 The Company may engage, select, or appoint Lead Hands and such selection shall be based primarily upon considerations of experience and skill in the overall work of the group which they lead and their ability to provide leadership therein. Where such appointment is to be made the Company will give consideration to qualified employees upon the following basis:

- (a) length of continuous service;
- (b) efficiency, experience and qualifications;
- (c) fitness and reliability.

Where ~~as~~ between employees, the factors in (b) and (c) are relatively equal, factor (a) shall govern.

If a leader once selected is not proving satisfactory to the Company he or she can be discontinued in that capacity by the Company. The Company may, at any time, in its discretion, eliminate leaders in any department. A leader shall be paid not less than ten cents (10¢) per hour above his own rate or the rate of the highest classification of which he is put in charge, whichever is the higher. A Lead Hand has no authority to discipline or recommend discipline, but nothing contained herein shall prevent a Lead Hand from reporting fully to Management.

### **ARTICLE 18 - DURATION**

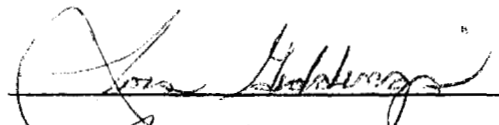

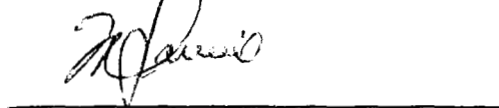

18.01 This Agreement shall become effective on the **1st** day of **January, 1997** and shall remain in full force and effect until the **31st** day of **December, 1999**, and from year to year

thereafter unless notice that amendments are required shall be given in accordance with the provisions of Article 18.02 hereof.


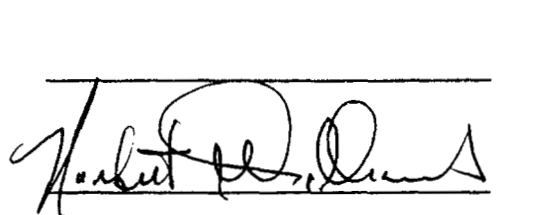

18.02 Notice that amendments are required shall only be given during the period of not more than **ninety** (90) days and not less than **sixty** (60) days **prior** to the **31st** day of **December**, **1999**, or during **similar** annual periods thereafter.

**DULY EXECUTED BY THE PARTIES AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**MARK IV INDUSTRIES CANADA INC.**

**LOCAL 906**  
**UNITED STEELWORKERS OF**  
**AMERICA**



**SCHEDULE "A"**

**HOURLY RATE WAGE SCHEDULE - EFFECTIVE JANUARY 1, 1997**

<b><u>Labour Grade</u></b>	<b><u>Job Classification</u></b>	<b><u>Incentive Base</u></b>	<b><u>Hire</u></b>	<b><u>Day Work</u></b>	
				<b><u>15 Days</u></b>	<b><u>60 Days</u></b>
1		12.04	11.33	11.50	11.87
2		12.13	11.47	11.65	12.03
3		11.75	11.59	11.76	12.14
4		11.87	11.73	11.91	12.29
5	Belt Sander	11.99	11.84	12.03	12.39
5	Sleeving, Labelling & Packing	11.99	11.84	12.03	12.39
6	Belt Inspecting & Stamping	12.13	11.96	12.14	12.51
7		12.21	12.07	12.26	12.62
8		12.38	12.19	12.39	12.75
9	Picker/Packer	12.51	12.34	12.52	12.87
9	Heidelberg Press	12.51	12.34	12.52	12.87
9	Janitor	12.51	12.34	12.52	12.87
10		12.62	12.48	12.64	13.01
11	Order Processor	12.75	12.58	12.77	13.15
11	Cog Press Operator	12.75	12.58	12.77	13.15
11	Service Person	12.75	12.58	12.77	13.15
11	Scrubber Operator	12.75	12.58	12.77	13.15
12	Cement Mixer	12.86	12.72	11.87	13.26
12	Bias Cutter	12.86	12.72	11.87	13.26
13	<del>Drum</del> & Sleeve Repair	13.01	12.84	13.03	13.40
13	Batch Off Mill	13.01	12.84	13.03	13.40
13	Extruder Operator	13.01	12.84	13.03	13.40
13	Warehouse Person	13.01	12.84	13.03	13.40
14	Mill Mixer	13.14	12.96	13.15	13.50
14	Belt Cure Operator	13.14	12.96	13.15	13.50
14	Shipping & Receiving Clerk	13.14	12.96	13.15	13.50
15	Banbury Operator/Mill Operator	13.26	13.08	13.27	13.64
15	Belt Builder	13.26	13.08	13.27	13.64
15	Compounder	13.26	13.08	13.27	13.64
16	Belt Cutter	13.37	13.21	13.40	13.77
16	Calendar Operator	13.37	13.21	13.40	13.77
16	Profiler	13.37	13.21	13.40	13.77

**SCHEDULE "A"**

**SKILLED HOURLY RATE WAGE SCHEDULE**

**EFFECTIVE JANUARY 1, 1997**

<b><u>Skilled - Maintenance</u></b>		<b><u>Hire</u></b>	<b><u>15</u></b> <b><u>Days</u></b>	<b><u>60</u></b> <b><u>Days</u></b>
M-1	Oiler/Mechanic's Helper	13.48	13.67	14.03
M-2	Stationary Engineer (4th <b>Class</b> )	15.45	15.66	15.89
M-3	Maintenance Person <b>Class 4</b>	16.03	16.30	16.57
M-4	Maintenance Person <b>Class 3</b>	16.57	16.81	17.10
M-5	Maintenance Person <b>Class 2</b>	16.96	17.23	17.51
M-6	Maintenance Person <b>Class I</b>	17.31	17.62	17.91
M-7	Journeyman Electrician	18.86	19.21	19.55

**SCHEDULE "B"**

**HOURLY RATE WAGE SCHEDULE - EFFECTIVE JANUARY 1, 1998**

<b><u>Labour Grade</u></b>	<b><u>Job Classification</u></b>	<b><u>Incentive Base</u></b>	<b><u>Hire</u></b>	<b><u>Day Work</u></b>	
				<b><u>15 Days</u></b>	<b><u>60 Days</u></b>
1		12.44	11.73	11.90	12.27
2		12.53	11.87	12.05	12.43
3		12.15	11.99	12.16	12.54
4		12.27	12.13	12.31	12.67
5	Belt Sander	12.39	12.24	12.43	12.79
5	Sleeving, Labelling & Packing	12.39	12.24	12.43	12.79
6	Belt Inspecting & Stamping	12.53	12.36	12.54	12.91
7		12.61	12.47	12.66	13.02
8		12.78	12.59	12.79	13.15
9	Picker/Packer	12.91	12.74	12.92	13.27
9	Heidelberg Press	12.91	12.74	12.92	13.27
9	Janitor	12.91	12.74	12.92	13.27
10		13.02	12.88	13.04	13.41
11	Order Processor	13.15	12.98	13.17	13.55
11	Cog Press Operator	13.15	12.98	13.17	13.55
11	Service Person	13.15	12.98	13.17	13.55
11	Scrubber Operator	13.15	12.98	13.17	13.55
12	Cement Mixer	13.26	13.12	12.27	13.66
12	Bias Cutter	13.26	13.12	12.27	13.66
13	Drum & Sleeve Repair	13.41	13.24	13.43	13.80
13	Batch Off Mill	13.41	13.24	13.43	13.80
13	Extruder Operator	13.41	13.24	13.43	13.80
13	Warehouse Person	13.41	13.24	13.43	13.80
14	Mill Mixer	13.54	13.36	13.55	13.90
14	Belt Cure Operator	13.54	13.36	13.55	13.90
14	Shipping & Receiving Clerk	13.54	13.36	13.55	13.90
15	Banbury Operator/Mill Operator	13.66	13.48	13.67	14.04
15	Belt Builder	13.66	13.48	13.67	14.04
15	Compounder	13.66	13.48	13.67	14.04
16	Belt Cutter	13.77	13.61	13.80	14.17
16	Calendar Operator	13.77	13.61	13.80	14.17
16	Profiler	13.77	13.61	13.80	14.17

**SCHEDULE "B"**

**SKILLED HOURLY RATE WAGE SCHEDULE**

**EFFECTIVE JANUARY 1, 1998**

<b><u>Skilled - Maintenance</u></b>		<b><u>Hire</u></b>	<b><u>15 Days</u></b>	<b><u>60 Days</u></b>
M-1	Oiler/Mechanic's Helper	13.88	14.07	14.43
M-2	Stationary Engineer (4th Class)	15.85	16.06	16.29
M-3	Maintenance Person Class 4	16.43	16.70	16.97
M-4	Maintenance Person <del>Class</del> 3	16.97	17.21	17.50
M-5	Maintenance Person Class 2	17.36	17.63	17.91
M-6	Maintenance Person <del>Class</del> 1	17.71	18.02	18.31
M-7	Journeyman Electrician	19.26	19.61	19.95

**SCHEDULE "C"**

**HOURLY RATE WAGE SCHEDULE - EFFECTIVE JANUARY 1, 1999**

<b>Labour Grade</b>	<b><u>Job Classification</u></b>	<b>Incentive Base</b>	<b>Hire</b>	<b>Day Work</b>	
				<b>15 Days</b>	<b>60 Days</b>
1		12.84	12.13	12.30	12.67
2		12.93	12.27	12.45	12.83
3		12.55	12.39	12.56	12.94
4		12.67	12.53	12.71	13.07
5	Belt Sander	12.79	12.64	12.83	13.19
5	Sleeving, Labelling & Packing	12.79	12.64	12.83	13.19
6	Belt Inspecting & Stamping	12.93	12.76	12.94	13.31
7		13.01	12.87	13.06	13.42
8		13.18	12.99	13.19	13.55
9	Picker/Packer	13.31	13.14	13.32	13.67
9	Heidelberg Press	13.31	13.14	13.32	13.67
9	Janitor	13.31	13.14	13.32	13.67
10		13.42	13.28	13.44	13.81
11	Order Processor	13.55	13.38	13.57	13.95
11	Cog Press Operator	13.55	13.38	13.57	13.95
11	Service Person	13.55	13.38	13.57	13.95
11	Scrubber Operator	13.55	13.38	13.57	13.95
12	Cement Mixer	13.66	13.52	12.67	14.06
12	Bias Cutter	13.66	13.52	12.67	14.06
13	Drum & Sleeve Repair	13.81	13.64	13.83	14.20
13	Batch Off Mill	13.81	13.64	13.83	14.20
13	Extruder Operator	13.81	13.64	13.83	14.20
13	Warehouse Person	13.81	13.64	13.83	14.20
14	Mill Mixer	13.94	13.76	13.95	14.30
14	Belt Cure Operator	13.94	13.76	13.95	14.30
14	Shipping & Receiving Clerk	13.94	13.76	13.95	14.30
15	Banbury Operator/Mill Operator	14.06	13.88	14.07	14.44
15	Belt Builder	14.06	13.88	14.07	14.44
15	Compounder	14.06	13.88	14.07	14.44
16	Belt Cutter	14.17	14.01	14.20	14.57
16	Calendar Operator	14.17	14.01	14.20	14.57
16	Profiler	14.17	14.01	14.20	14.57

**SCHEDULE "C"**

**SKILLED HOURLY RATE WAGE SCHEDULE**

**EFFECTIVE JANUARY 1, 1999**

<b><u>Skilled - Maintenance</u></b>		<b><u>Hire</u></b>	<b><u>15 Days</u></b>	<b><u>60 Days</u></b>
M-1	Oiler/Mechanic's Helper	14.28	14.47	14.83
M-2	Stationary Engineer (4th <del>Class</del> )	16.25	16.46	16.69
M-3	Maintenance Person Class 4	16.83	17.10	17.37
M-4	Maintenance Person <del>Class</del> 3	17.37	17.61	17.90
M-5	Maintenance Person <del>Class</del> 2	17.76	18.03	18.31
M-6	Maintenance Person Class 1	18.11	18.42	18.71
M-7	Journeyman Electrician	19.66	20.01	20.35

## LETTER OF UNDERSTANDING

**B E T W E E N :**

**MARK IV INDUSTRIES CANADA INC.**

(Hereinafter referred to **as** the "Company")

- and -

**LOCAL 906,**  
**UNITED STEELWORKERS OF AMERICA**

(Hereinafter referred to **as** the "Union")

**Re: Pension Plan-Former Bargaining  
Unit Employees of Purolator Products Ltd.**

The purpose of this letter is to outline the registered pension plan entitlement of former bargaining unit employees of Purolator Products Ltd. who became employees of Mark IV Industries Canada Inc. (the "Former Purolator Employee"), **as** the result of their transfer of employment on August 1, 1997.

1. Benefit accruals by Former Purolator Employees under the Canada Wide Industries Pension (CWIP) Plan will cease effective July 31, 1997. The benefits earned up to July 31, 1997 will remain to the Former Purolator Employees credit under the CWIP Plan.
2. The Pension plan for Bargaining Unit Employees of Mark IV Industries Canada Inc. (the "Mark IV Plan") will be amended as follows:
  - a) Former Purolator Employees will **be** eligible to join the Mark IV Plan effective August 1, 1997, and accrue benefits thereunder on and after this date in accordance with the ~~Mark~~ IV Plan benefit formula.
  - b) Former Purolator Employees will be granted Credited Past Service under Mark IV Plan as at August 1, 1997, in respect of service that counted **as** pensionable service under the CWIP Plan **as** of that date.
  - c) As of August 1, 1997, former Purolator Employees will be credited under the Mark IV Plan with an amount of monthly pension determined as follows:

\$19.00 times Credited Past Service

LESS

The monthly pension earned by the member under  
The CWIP Plan **as** at July 31, 1997.

The \$19.00 amount referred to above will increase to \$20.00 effective  
January 1, 1998, and to \$21.00 effective January 1, 1999, for  
members in employment at those dates.

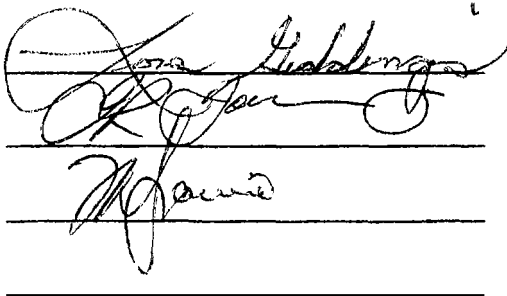
3. **Mark IV Industries Canada Inc.** will take steps to have the assets and liabilities held **by** the CWIP Plan in respect **of** Former Purolator Employees transferred to the **Mark IV Plan**. This process can take many months to complete and until all approvals have been obtained **from** the regulatory authorities **and** the assets actually transferred to the **Mark IV Plan**, the benefits to be provided by the **Mark IV Plan** will be determined **as** described in items (1) and (2) above.
4. The **Mark IV Plan** will be amended to affect the changes referred to above. Until these amendments are approved by the Pension Commission of Ontario and Revenue Canada, the **Mark IV Plan** will be administered as if this approval had already been received.

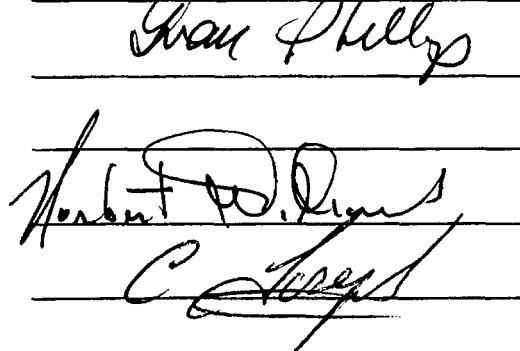
DATED AT NORTH YORK, ONTARIO THIS 24<sup>TH</sup> DAY OF NOVEMBER, 1997.

MARK IV INDUSTRIES CANADA INC.

LOCAL 906

UNITED STEELWORKERS OF AMERICA

  
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**LETTER OF UNDERSTANDING**

**B E T W E E N :**

**MARK IV INDUSTRIES CANADA INC.**

(Hereinafter referred to as the "Company")

- and -

**LOCAL 906,**  
**UNITED STEELWORKERS OF AMERICA**

(Hereinafter referred to as the "Union")

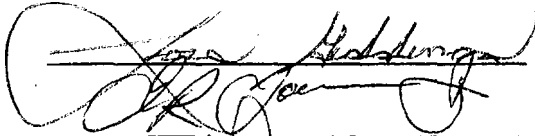
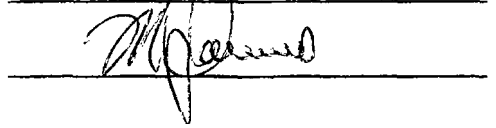
**Re: Union Management Meetings**

This **will** confirm the Company's assurance provided to the Union during negotiations. The Company will co-operate with the authorized representatives of the Union to arrange meetings to discuss matters relating to the relationship between the Union and the Company. Where such a meeting is requested a proposed agenda **will** be provided at the time the request is made.

It is understood and agreed that Union Management meetings are not to be used for purposes of dealing with any grievances filed pursuant to the Collective Agreement. The parties agree that discussions held **at** such meetings are for purposes of improving relations between the parties and are without prejudice and "off the record".

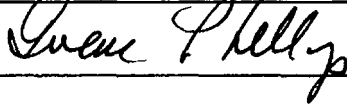
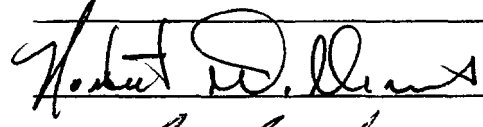

**DATED AT *NORTH YORK* , ONTARIO THIS *24<sup>TH</sup>* DAY OF *NOVEMBER* , 1997.**

**MARK IV INDUSTRIES CANADA INC.**

  
  
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**LOCAL 906**

**UNITED STEELWORKERS OF AMERICA**

  
  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**B E T W E E N :**

**MARK IV INDUSTRIES CANADA INC.**

(Hereinafter referred to as the "Company")

- and -

**LOCAL 906,**  
**UNITED STEELWORKERS OF AMERICA**

(Hereinafter referred to as the "Union")

**RE: Lift Truck Operator Training**

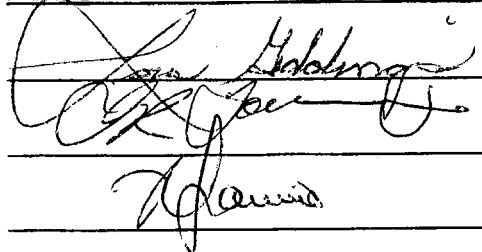
This will confirm the assurance provided to the Union during negotiations.

In order to provide existing employees who are interested in an opportunity to become qualified and certified as lift truck operators the Company will:

- (1) Provide an opportunity for up to six (6) employees a year to receive training as lift truck operators;
- (2) Such training course shall be conducted on three Saturdays at a time to be determined by the Company;
- (3) Such training shall be done on the employee's own time without pay;
- (4) Employees who successfully complete the training course provided for in this letter will be considered to vacancies requiring the ability to operate lift trucks in accordance with Articles 8.06 and 8.08 of the Collective Agreement.

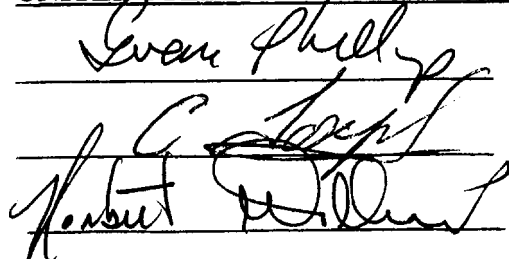
DATED AT ~~NORTH YORK~~, ONTARIO THIS <sup>TH</sup> 24 DAY OF NOV, 1997.

**MARK IV INDUSTRIES CANADA INC.**



**LOCAL 906**

**UNITED STEELWORKERS OF AMERICA**



**LETTER OF UNDERSTANDING**

**B E T W E E N :**

**MARK IV INDUSTRIES CANADA INC.**

(Hereinafter referred to as the "Company")

- and -

**LOCAL 906,**  
**UNITED STEELWORKERS OF AMERICA**

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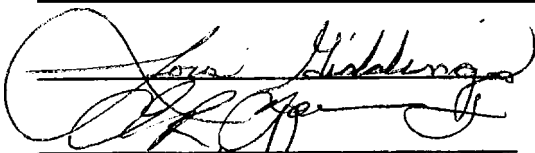

**RE: Smocks**

This will confirm the understanding reached between the parties during negotiations regarding this matter.

The Company agrees to provide three (3) smocks per employee to employees in Labour Grades 5, 6 and 9 in Department 500 and employees employed as Picker/Packer and Order Processor for use of such employees at work.

DATED AT ~~North York~~ <sup>TM</sup> ~~YORK~~, ONTARIO THIS ~~24~~ <sup>27</sup> DAY OF ~~NOV.~~ <sup>NOV.</sup>, 1997.

**MARK IV INDUSTRIES CANADA INC.**


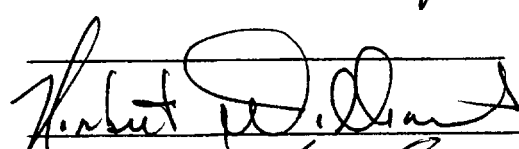
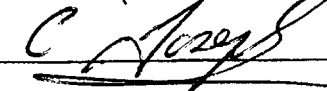
  
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**LOCAL 906**

**UNITED**

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**LETTER OF UNDERSTANDING**

**B E T W E E N :**

**MARK IV INDUSTRIES CANADA INC.**

(Hereinafter referred to as the "Company")

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**UNITED STEELWORKERS OF AMERICA**

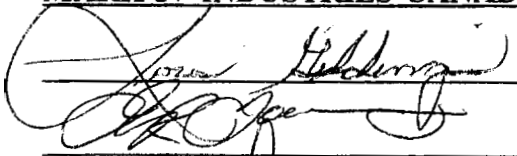
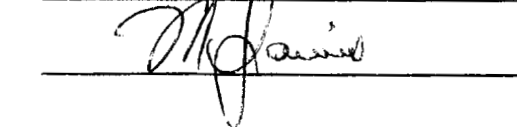
(Hereinafter referred to as the "Union")

**RE: Medical Tests**

It is understood that the Company may require employees to undergo periodic medical examinations and/or biologic testing by Company designated Medical Staff as determined by the Medical Staff or Provincial Legislation.

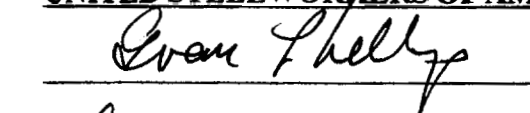
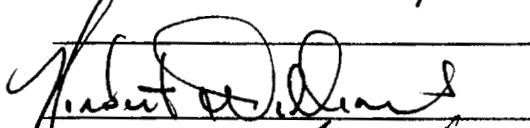

DATED AT ~~NORTH YORK~~<sup>771</sup>, ONTARIO THIS ~~24~~<sup>27</sup> DAY OF NOV. , 1997.

**MARK IV INDUSTRIES CANADA INC.**

  
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**LOCAL 906**

**UNITED STEELWORKERS OF AMERICA**

  
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## LETTER OF UNDERSTANDING

**B E T W E E N :**

**MARK IV INDUSTRIES CANADA INC.**

(Hereinafter referred to as the "Company")

- and -

**LOCAL 906,**  
**UNITED STEELWORKERS OF AMERICA**

(Hereinafter referred to as the "Union")

### **RE: DENTALPLAN**

The Company will continue to provide a dental plan comparable to Blue Cross #7 including root canal and deep scaling with a \$25.00 deductible as follows:

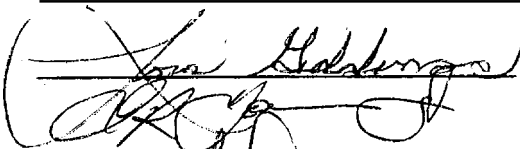
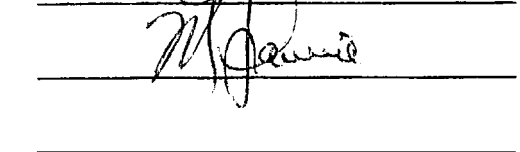
Effective January 1, 1997 the company's contribution will be 19 cents per hour and the ODA rate to 1996.

Effective **January** 1, 1998 the Company's contribution will increase to 20 cents per hour and the ODA rate to 1997

Effective January 1, 1999 the Company's contribution will increase to 21 cents per hour and the ODA rate to 1998.

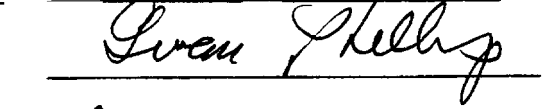
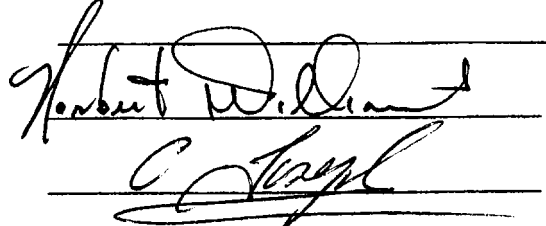
**DATED AT *NORTH YORK*, ONTARIO THIS *24<sup>TH</sup>* DAY OF *NOV.*, 1997.**

**MARK IV INDUSTRIES CANADA INC.**

**LOCAL 906**

**UNITED STEELWORKERS OF AMERICA**

**LETTER OF UNDERSTANDING**

**B E T W E E N :**

**MARK IV INDUSTRIES CANADA INC.**

(Hereinafter referred to as the "Company")

- and -

**LOCAL 906,**  
**UNITED STEELWORKERS OF AMERICA**

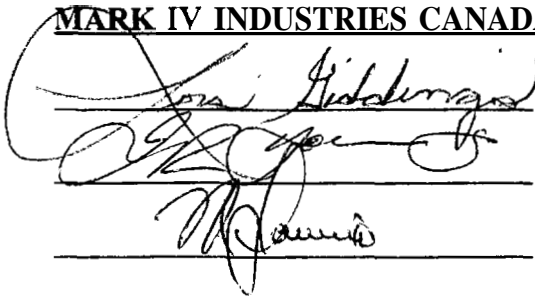
(Hereinafter referred to as the "Union")

**Re: Wages**

This letter will confirm our undertaking to the **Union** that at the end of the second year of the Collective Agreement, the Company will, on request, meet with the Union to discuss and review any proposed adjustments in relation to the third year wage increase and taking into consideration the current cost of living. Although this letter is not **part** of the Collective Agreement, the Company considers it a moral obligation which will, therefore, **be** honoured.

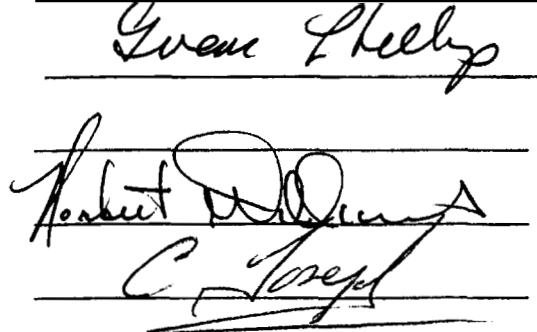
DATED AT ~~NORTH YORK~~, ONTARIO THIS ~~24~~<sup>TH</sup> DAY OF ~~APR~~, 1997.

**MARK IV INDUSTRIES CANADA INC.**



**LOCAL 906**

**UNITED STEELWORKERS OF AMERICA**



## **LETTER OF UNDERSTANDING**

**B E T W E E N :**

**MARK IV INDUSTRIES CANADA INC.**

(Hereinafter referred to as the "Company")

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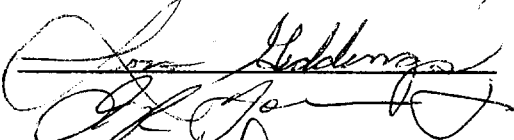
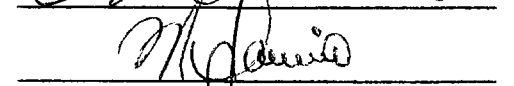

**Re: ARTICLE 1.01**

During the course of negotiations the Union raised the question of the parties understanding of Article 1.01 of the Collective Agreement. **This** will confirm the Agreement of the parties that both of them have understood Article 1.01 of the Agreement to mean that in the event the Company moved its existing Plant or established a new Plant or facility, to carry on activities previously carried on at the Company's existing Plant, within Metropolitan Toronto or the Regional Municipality of Peel, the terms **of** the Collective Agreement would apply to such new Plant or facility.

The parties further confirm that the provisions of this Letter are without prejudice to the positions either of them may take in the event that the Company purchases a new Plant facility or establishes a new Plant or facility to carry on activities unrelated to the activities carried on at the Company's existing Plant during the life of the current or previous Collective Agreement.

DATED AT ~~North York~~<sup>North York</sup>, ONTARIO THIS 24<sup>TH</sup> DAY OF Nov, 1997.

**MARK IV INDUSTRIES CANADA INC.**

**LOCAL 906**

**UNITED STEELWORKERS OF AMERICA**

