

SOURCE	Union
EFF.	91/10/01
TERM.	93/09/30
NO. OF EMPLOYEES	250
ISSUANCE BY EMPLOYER	J.E.

COLLECTIVE LABOUR AGREEMENT

BETWEEN

**J.E. THOMAS SPECIALTIES LIMITED
LINDSAY, ONTARIO**

and

**UNITED RUBBER, CORK, LINOLEUM
AND PLASTIC WORKERS OF AMERICA**

AFL, CIO, CLC Local 921

Effective: October 1st, 1991

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This agreement made **and** entered into this
1st Day of October, 1991

BETWEEN

J.E. THOMAS SPECIALTIES LTD.,

LINDSAY

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

AND

UNITED RUBBER, CORK, LINOLEUM AND

PLASTICS WORKERS OF AMERICA,

AFL CIO CLC, LOCAL #921

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

ARTICLE I
PURPOSE

1:01

It is the mutual desire of both parties to promote cooperation and harmony, and to establish orderly procedure which will provide an amicable method of settling any differences or grievances which may arise and to also provide uninterrupted operations in the plant.

ARTICLE II
RECOGNITION

2:01

The Company recognizes the Union as the sole and exclusive bargaining agent of the employees covered by the agreement.

2:02

(a) This agreement applies to all employees of the Company in Lindsay and/or Victoria County save and except forepersons, persons above the rank of forepersons, technical engineering, office and sales staff, students and office cleaning staff.

(b) Students will not perform work normally done by Bargaining Unit Employees while seniority employees are on layoff with the exception of outside building maintenance work.

2:03

(a) The Company and the representatives of the Union agree to meet and bargain in good faith on matters pertaining to rates of pay, hours of work and working conditions as set forth in this agreement.

(b) There shall be one regular meeting between the Company and the Union Bargaining Committee each month. The meeting will be held in the plant. The Company will pay the Bargaining Committee Members wages. The members shall return to work following the meetings until the completion of the shift.

(c) The Bargaining Committee shall consist of three members selected by the Union. If required, additional members may attend meetings when mutually agreed upon by both parties.

(d) The International Representative may attend all Bargaining Committee Meetings.

2:04

Supervisory employees shall not do routine work done by maintenance or production employees, if such work deprives an employee of what would be his regularly assigned work. It is understood however, that this restriction does not apply to work to be done for experimental or instructional purposes or to improve or correct operation or in the absence of skilled tradesmen. It is also understood that Production Supervisory employees with seven (7) or less employees under their supervision may help or assist those employees during the months of June 15th to September 15th.

2:05

It is understood that in the wording of this agreement the words "he" and "his" may mean "she" or "her", as the case may be.

2:06

Subject to the terms of this agreement the Union recognizes the right of the Company to manage the business, direct the working force, including the right to direct, plan and control plant operation. To establish and control working schedules, to hire, promote, retire at age 65, demote, transfer, suspend or discipline or discharge employees for just cause, to layoff employees because of lack of work, or other legitimate reasons, to make and enforce fair shop rules and regulations, to introduce new or improved methods or facilities or to change existing methods or facilities, to determine the products to be manufactured. The process and means of manufacture are exclusively the right of management provided they will not be used for the purpose of discrimination against employees except as specifically limited by express provisions of this agreement.

2:07

The parties agree that there shall be no discrimination or intimidation against any employee in respect of employment, status or membership in the Union, on account of age, sex, religion, creed, political affiliation, martial status, race, colour, place of national origin in contravention of the Ontario Labour Relations Act or the Ontario Human Rights Code, 1981.

2:08

(a) All employees shall maintain their membership in the Union as a condition of their continued employment for the duration of this Collective Labour Agreement to the extent of paying Union Dues, in accordance with the constitution of the URCL & PWA as determined by the Local Union and uniformly required of all members of the Union as a condition of acquiring and/or retaining membership therein.

(b) All eligible employees in the employ of the Company hired or transferred therein shall make application for Union membership and shall as a condition of their continued employment maintain their Union membership on the same terms and to the same extent as provided in subsection 2:08 (a).

(c) All present employees and all new employees including employees transferred into the bargaining unit shall have their membership dues deducted from their earnings by signing the dues authorization and deduction form provided in section 2:09.

2:09

The Company will deduct the authorized Union dues from the first pay period and each week thereafter of each employee from whom the Payroll Department has received or may receive during the life of this Agreement, a dues authorization form in the following form:

"Date"

Effective as of this date, I hereby authorize J.E. Thomas Specialties Limited, to deduct from wages due me, current monthly union dues and any unpaid monthly dues or first month dues, which are established by Local Union 921, and to be deducted in accordance with the Collective Labour Agreement, the amount of which deduction shall have been notified by the Union to the employer from time to time. Said dues to be remitted by the employer to the Treasurer of Local 921 URCL & PWA. This assignment and authorization shall be irrevocable in accordance with the provisions of Article II of the Collective Labour Agreement between the Union and the Employer and I acknowledge that I understand the provisions of Article II thereof.

Signature of Member

Street Address _____ Town _____

Telephone No. _____ Clock Card No. _____

Department No. _____

10

(a) If there are insufficient monies in the first pay in any calendar month to enable the employer to deduct all of the Union dues for such month, the deduction shall be made from the next succeeding pay to which the employee is entitled.

(b) New members dues will be deducted at the end of an employee's probationary period, which is equivalent to one month's dues. If there are insufficient monies in the first pay in any calendar month, the deduction shall be made from the next succeeding pay to which the employee is entitled.

(c) All authorizations for Union dues are to be executed in triplicate by the employee concerned. One copy is to be retained by the employee who executed the authorization, one copy is to be given to the Treasurer of Local 921, and the third copy is to be retained by the Company.

(d) Any member employed throughout a calendar month for a period of thirty-two (32) hours or more will pay the required monthly dues.

2:11

The Company, when remitting to the Treasurer of Local 921, the Union dues deducted as herein provided, will furnish the Union with a list of names of employees, classified as follows:

- (a) Employees from whose pay deductions have been made and the amount of such deductions.
- (b) Employees who are no longer employees of the employer.
- (c) Employees from whose pay no deductions have been made, and the reason therefore.
- (d) A complete check-off certification form supplied by the Union.
- (e) It is the duty of every employee to immediately notify the Human Resources Department of the Company of any change of name, address or telephone number on a triplicate form available from the Human Resources office.
- (f) The Company will remit the union dues monthly to the local Treasurer not later than the tenth (10) day of each month.

2:12

The assignments and authorizations once executed shall be irrevocable for the duration of this Collective Labour Agreement or any renewal thereof, provided that if the termination of this Agreement or any renewal thereof is followed by the execution of the new Agreement, these assignments and authorization shall be deemed to be automatically renewed for the duration of such new Agreement.

2:13

The Union shall indemnify and save the Company harmless from any claims, suits, judgements, attachments and from any other form of liability as a result of the Company making any deductions in accordance with the foregoing authorization and assignments, and the Union will make refunds directly to all employees from whom a wrongful deduction was made.

**ARTICLE III
NO STRIKES & LOCKOUTS**

3:01

The Union agrees that there will be no strikes, picketing, slowdown, or stoppage of work of any kind for the duration of this Agreement.

3:02

The Company agrees there shall be no lockout so long as this Agreement continues to operate.

**ARTICLE IV
HOURS OF WORK**

4:01

(a) Hours of work referred to herein shall be considered the normal hours of work per day or per week but shall not be construed as a guarantee of hours of work in any day or days of the week.

(b) Day shift hours of work will be forty (40) per week, that is a five (5) day, Monday to Friday inclusive work week, The hours will be from 8:00 a.m. to 4:30 p.m. with two (2) ten (10) minute rest periods with one-half (1/2) hour unpaid lunch period as scheduled. Lunch periods will be scheduled between 12:00 noon and 1:00 p.m. The day shift will be changed to 7 a.m. to 3:30 p.m. with the same unpaid half-hour (1/2) lunch period, and rest periods during the months of June, July and August of each year of this contract.

(c) Afternoon shift will be that shift where an employee commences work at 12 noon or after, and will consist of forty (40) hours per week with regular scheduled hours Monday to Friday inclusive. This shift will have a paid twenty (20) minute lunch period and two (2) ten (10) minute rest periods. This shift will normally commence immediately after day shift.

(d) Night shift will be that shift where an employee commences work at eight o'clock (8:00) p.m. or after, up to and including four o'clock (4:00) a.m. and will consist of forty (40) hours per week with regularly-scheduled hours Sunday to Thursday inclusive. This shift will have a paid twenty (20) minute lunch period and two (2) ten (10) minute rest periods. The shift may commence prior to the end of the afternoon shift.

(e) A shift will be considered as worked on the calendar day on which it commences.

4:02

Employees shall be allowed two (2) minutes before lunch period and two (2) minutes before the end of the shift, without loss of pay, for the purpose of washing up or for punching out before the official ending time of the shift.

**ARTICLE V
WAGE PROGRAM & SHIFT BONUS**

5:01

The wage rates of all employees covered by this agreement shall become effective on the date of signing this Agreement.

5:02

The wage rates as amended are attached hereto as schedule "A" and form part of this Agreement.

5:03

Any individual rates of pay requiring an adjustment because of a change in job content will be given consideration.

5:04

An employee shall be paid for time lost on his operation if he is called away from same by the employer.

5:05

An employee reporting for work at his proper starting time shall be given a minimum of four (4) hours pay at his regular rate unless the company previously notified the employee not to report. Employees so reporting may be assigned in accordance with managements' discretion to other work which they are capable of performing. If such other work is refused the employer shall not be required to pay the four (4) hours reporting pay as herein provided. This section shall not apply, however, in cases of power failure, floods, Acts of God, safety hazards which could endanger an employee (s), or in a case of a safety hazard caused by fire or natural gas leak or conditions over which the company has no control.

5:06

Where an employee is advised by the Supervisor or Foreperson that, after having worked four (4) hours or more on his regular shift, there is no further work available on his operations or group of operations for the balance of the shift, he may be assigned to other work which he is capable of performing or paid for one (1) additional hour or the remainder of his shift if less than one (1) hour and allowed to leave the plant. In either case, it will be at the discretion of management and at his current rate of pay. If such other work is refused the employer shall not be required to pay the additional time. This section shall not apply, however, in cases of power failure, floods, safety hazard which could endanger an employee (s), or Acts of God, or conditions over which the company has no control.

5:07

Employees on afternoon and night shift operation shall be granted premium payment as follows:

- (a) For all hours worked on the regularly scheduled afternoon shift - 35 cents per hour.
- (b) For all hours worked on the regularly scheduled night shift - 40 cents per hour.

5:08

All hourly rated employees will be paid on Thursday. Payments will be made by cheque and payment received will be for monies earned from Monday of the preceding week to Sunday of the current week, however, if a Monday is a holiday, pay may be made on Friday. Cheques will be distributed in envelopes.

5:09

(a) Any employee who is injured in the factory, MUST REPORT the injury and facts immediately to the First Aid Department. An employee who is injured in the factory and is treated in the First Aid Department, in a Doctors Office, or in a Hospital shall be paid for the time lost pursuant to his treatment at his straight time day work hourly rate and for the balance of the shift, if sent home and substantiated by the return of the "Treatment Memorandum" to the First Aid Department within one (1) working day.

(b) If an employee is injured as in (a) above upon request, he will be shown his initial report to the Workers' Compensation Board.

(c) It is agreed that, if an employee becomes temporarily ill during his regular work shift and cannot perform his duties, he will be permitted to retire to the sick room without loss of pay for a maximum of twenty (20) minutes, after which time he will be clocked out on his time card and pay will cease for the balance of the shift.

This agreement is made with the understanding that the privilege will not be abused by employees and if it is abused will be subject to review by the Company and Union.

(d) Employees receiving Workers' Compensation Board benefits may, at the discretion of the company, be required to undergo a medical examination by a medical practitioner appointed by the Company, It is understood that such examination will be arranged and paid for by the Company.

(e) Employees receiving Workers' Compensation benefits MUST REPORT to the Health Center or Human Resources Department at least once every week and/or after each visit to the doctor, and must keep the Company informed of their expected date of return.

5:10

(a) A qualified employee will receive payment for his normal shift hours exclusive of any premium payments for the following eleven (11) designated holidays:

	<u>1991 Holidays</u>
Thanksgiving Holiday	Monday, October 14th, 1991
Christmas Day	Wednesday, December 25th, 1991
Boxing Day	Thursday, December 26th, 1991
Floating Holiday	Wednesday, December 28th, 1991
Floating Holiday	Thursday, December 29th, 1991
	<u>1992 Holidays</u>
New Years Day	Wednesday, January 1st, 1992
Good Friday	Friday, April 17th, 1992
Victoria Day	Monday, May 18th, 1992
Canada Day	Friday, July 3rd, 1992
Civic Holiday	Monday, August 3rd, 1992
Labour day	Monday, September 7th, 1992
Thanksgiving Day	Monday, October 12th, 1992
Christmas Day	Friday, December 25th, 1992
Boxing Day	Monday, December 28th, 1992
Floating Holiday	
Floating Holiday	
	<u>1993 Holidays</u>
New Year's Day	Friday, January 1st, 1993
Good Friday	Friday, April 9th, 1993
Victoria Day	Monday, May 24th, 1993
Canada Day	Friday, July 2nd, 1993
Civic Holiday	Monday, August 2nd, 1993
Labour Day	Monday, September 6th, 1993

The days of the floating holidays to be mutually agreed upon by the Company and the Union prior to September 1, of the applicable year.

(b) To qualify for payment for a designated holiday specified in (a) above, the employee must work his full scheduled shift immediately prior to, and immediately following such holiday, unless unavoidable absence is due to the following:

- (i) Bereavement
- (ii) Jury Duty or Subpoenaed witness
- (iii) Personal leave of absence up to 15 days
- (iv) Sick leave for personal injury, sickness or industrial accident **up** to a maximum ,of 30 days,
- (v) When the absence from work, preceding or following the holiday is caused by emergency conditions, which, in the opinion of the Company, are beyond the control of the employee.

(c) In all cases of (i), (ii), (iii), (iv), or (v) of clause 5:10 (b) the employee must present satisfactory evidence to the Company. Payment will be reduced by the amount of monies received due to (i), (ii), (iv) or (v) in clause 5:10 (b).

(d) Notwithstanding 5:10 (b) if an employee clocks in late up to one (1) hour late on the scheduled day preceding or following the plant holiday, he shall not lose his earned holiday pay.

5:11

No work shall be scheduled on the above holidays except in an emergency and on a voluntary basis, nevertheless, all employees will be paid one standard shift at straight time day work hourly rate as holiday pay.

5:12

(a) Should a holiday fall on a Saturday or Sunday the working day immediately preceding or the working day immediately after will be observed as the Holiday.

(b) Should a holiday fall within an employees vacation period, at the discretion of the employee his vacation may be extended for one (1) more day with pay. However, for scheduling purposes the Human Resources Department must be notified that the employee has elected to take this option on or before the last day worked prior to his vacation.

INCENTIVE PROGRAM

5:13

The company reserves the right to introduce an incentive program at any time. Prior to the introduction of the program the parties will meet to develop mutually acceptable language which will form part of an agreement. Work standards will not be arbitrarily set with the intention of reducing earnings. If the work standards established by the Company are unobtainable the Union and the Company will jointly check said standards.

5:14

Waiting time lost on a shift by an employee, owing to breakdown, stock shortage, defective stock or any other reason beyond the employee's control will be paid for at the rate of his straight day work hourly rate.

**ARTICLE VI
OVERTIME**

6:01

Time and one half shall be paid for all hours worked in excess of eight (8) hours in twenty-four (24) hour period or any work performed on a shift which commences on Saturday. The Company also agrees to pay double time for all hours worked in excess of twelve (12) consecutive hours or on a holiday as designated in Article V Section 5:10 (a) or on Sunday.

6:02

- (a) Overtime does not include:
 - (i) Time worked by employees substituting for one another at their own request.
 - (ii) A change of an employee's working hours at his own request.
- (b) There shall be no duplication or pyramiding of overtime.
- (c) Time lost in meeting with the Company during regular working hours will be counted as hours worked for the purpose of computing overtime.

6:03

Any employee requested to work two (2) or more hours of overtime immediately following his regular shift will be granted a ten minute rest period before starting the overtime work and a ten minute rest period after every two (2) hours of overtime worked provided the employee continues working after the rest period. If the employee is requested to work a complete shift, he will be granted the same rest and lunch periods as when observed by the employees on the shift in which he is working overtime.

6:04

If an employee is called back to work, he shall be paid at the applicable overtime rate, for all hours worked or for a minimum of three (3) hours at the applicable overtime rate.

6:05

(a) Unless notified twenty-four hours in advance, an employee who is required to work more than two (2) hours past his regular finishing time will be paid three dollars (\$3.00) meal allowance to be reimbursed on the following weeks pay.

(b) Employees will be notified twenty-four (24) hours in advance of a request by the Company to work overtime except in emergencies.

(c) It is agreed that the maintenance will be expected to co-operate with overtime for repairs in the case of major mechanical breakdown or emergency conditions to ensure the continuity of the operations of the plant.

6:06

Overtime shall be distributed in an equitable manner first amongst senior, capable employees working on the job where overtime is required, then among other senior capable employees in the department and thereafter amongst senior employees in the plant who are capable at the time of doing the required work. Overtime shall be voluntary except that the Company reserves the right to assign necessary overtime to the junior employees in the department who are capable of doing the required work in the event that an insufficient number of employees volunteer. "Capable" in this clause is understood to mean "capable at the time".

ARTICLE VII VACATIONS

7:01

(a) For the purpose of computing vacation pay, the vacation year will be from July 1st, to June 30th. Plant vacation shutdown will be the last two (2) weeks in July. Any additional earned vacation will be scheduled by mutual agreement. Vacations shall not accumulate and must be taken before December 31st of the current vacation year. For scheduling of earned vacations in excess of the Plant two (2) week vacation shutdown the following procedures will be observed.

1. The Human Resources Department will distribute "Application for Vacation" slips prior to April 15th of the current year.
2. The employee must complete and return the application form to the Human Resources Department prior to May 1st of the current year.
3. The "Application for Vacation" slips will be completed and returned to the employee prior to June 1st of the current year.
4. If an employee is laid off for a period in excess of his earned vacation, inclusive of the plant vacation shutdown, it shall be deemed as vacation taken.

(b) Tool Room and Maintenance personnel vacation periods will be scheduled prior to, during and after the Plant shutdown.

7:02

(a) An employee with less than one year of accumulated service as of June 30th of the current year shall be granted one (1) week vacation. An employee entitled to a vacation as outlined in this section will receive vacation pay equal to four percent (4%) of the actual earnings received by him July 1st to June 30th of the current year.

(b) An employee on the active payroll as of June 30th of the current year, with one (1) year or more of seniority is eligible for two (2) weeks vacation with pay.

(c) An employee on the active payroll as of June 30th of the current year with five (5) years or more of seniority is eligible for three weeks vacation with pay.

(d) An employee on the active payroll as of June 30th of the current year, with thirteen (13) years or more of seniority will be eligible for four (4) weeks vacation with pay. Effective October 1st, 1992 an employee with twelve (12) years or more seniority will be eligible for four (4) weeks vacation with pay.

(e) An employee on the active payroll as of June 30th of the current year, with twenty-two (22) years or more of seniority will be eligible for five (5) weeks vacation with pay.

(f) An employee on the active payroll as of June 30th of the current year with twenty-six (26) years or more of seniority will be eligible for six (6) weeks vacation with pay.

7:03

(a) Vacation pay will be calculated at two percent (2%) of actual earnings, for each week of vacation. Actual earnings shall include: Actual wages earned (including overtime payment), premiums, Holiday pay and vacation pay for the previous year and Workers' Compensation Benefits paid for time lost at work during the previous year.

(b) An employee whose employment with the Company is severed for any reason, shall receive with his last pay four, six, eight, ten and twelve percent, whichever is applicable according to his seniority, of his actual earnings during the period for which he has not previously received vacation pay. If the employee dies, his estate will receive the vacation pay to which he is entitled.

(c) An employee who is absent because of sickness or injury will receive vacation pay in accordance with his seniority.

(d) Upon returning to work any additional earned vacation in excess of the two week plant vacation shutdown may be scheduled by mutual agreement between the employer and the employee and must be taken prior to December 31st of the current year.

**ARTICLE VIII
COMPLAINTS & GRIEVANCES**

8:01

The parties hereto shall meet promptly through their authorized representatives respectively to discuss and adjust any dispute and/or grievance which may arise between the parties. Every effort shall be exerted mutually to adjust any and all grievances which may arise.

8:02

Any dispute or grievance between the employee and the employer shall be dealt with as provided in the procedure in the following clauses.

8:03

(a) Step 1: An employee having a complaint shall discuss it with his foreperson either alone or in the presence of his steward or Chief Steward. The foreperson will give his decision within five (5) regular working days following the discussion. If the complaint affects other employees, the steward or Chief Steward shall participate in the discussion. Failing settlement at Step 1, to process a grievance it must be presented to the foreperson in writing at Step 2 of the grievance procedure within five (5) working days from the time the circumstances upon which the grievance is based or were known and will state the clause(s) of this agreement that is claimed to be violated.

Step 2: Failing Settlement, the Grievance will then be reduced to writing and presented to the Foreperson. The Foreperson shall render a decision in writing to the Steward within five (5) working days.

Step 3: Failing Settlement at Step 2, within five (5) working days a meeting will be held between the Steward and the Bargaining Committee member and Manager Human Resources and/or his designate. The Manager Human Resources or his designate shall give his answer in writing in duplicate within five (5) working days.

Step 4: Failing Settlement at Step 3, within five (5) working days a meeting will be held between not more than three (3) Bargaining Committee members and not more than three (3) representatives of the Company. The Company shall render its written decision in duplicate within five (5) working days thereafter.

Step 5: Failing Settlement at Step 4, within five (5) working days a meeting will be held between the two committees as described in Step 4, at which a Representative from the International Union and one additional Representative from the Company may attend. The Company shall render its written decision within five (5) working days.

Step 6: Failing Settlement at Step 5, when one party notifies the other party in writing of its intention to arbitrate, including its nominee's name and address, the other party shall within five (5) working days, submit its nominee's name and address to the other party.

The two nominees shall within ten (10) working days, select a Chairman of the Board.

If unable to select a Chairman within the time limit, they shall forthwith request the Minister of Labour to appoint a Chairman.

In the case of suspension or discharge, a single arbitrator shall be substituted in place of an arbitration board, when requested by either party.

8:03

(b) Failure to notify the company within thirty (30) days after the date of written reply from the Company at Step 4 and 5 of the Unions intention that they will proceed to the next step in such case, the grievance will not be considered any further. This applies to grievances initiated after the effective date of this agreement.

(c) Except for the time limit in 8:03 (b) all other time limits expressed in the grievance and arbitration procedure may be extended by mutual agreement in writing.

(d) The parties recognize the arbitration provisions under section 45 of the Labour Relations Act and that either party may pursue the requirements of that legislation and comply with its provision as set out therein.

8:04

No person may be nominated to the Board of Arbitration who has either directly or indirectly attempted to negotiate or settle the grievance in dispute.

8:05

Each party shall pay the costs and expenses of its appointees and the costs and expenses of the Chairperson shall be borne equally by both parties.

8:06

The Board of Arbitration or Arbitrator will have the right to increase or decrease the penalty if they feel the circumstances justify this action and will have authority to determine the amount of pay the employee is to receive for the period of his discharge or suspension, if he is subsequently re-instated.

The jurisdiction of the Arbitration Board or Arbitrator shall be limited to a decision on the dispute or question set forth in the stipulation. The Arbitration Board or Arbitrator shall not have any jurisdiction to change, modify or disregard any of the provisions of this agreement, nor substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement.

8:07

Once a grievance has been submitted to the Bargaining Committee, it shall be settled only through the Bargaining Committee or with the consent and approval of that Committee.

8:08

If the Bargaining Committee so desires, it may process a policy grievance starting at Step 4 of the Grievance Procedure, This dispute, in order to receive consideration, will be presented in writing, to the Human Resources Manager or his designate within five (5) working days following the circumstances giving rise to grievance.

8:09

(a) On a request to his immediate Foreperson any Steward or member of the Bargaining Committee shall be allowed a reasonable length of time to investigate in the plant any grievances or disputes arising between the Company and the employee, The Steward or member of the Bargaining Committee will be permitted to leave his place of work within a period of fifteen (15) minutes of making such request subject to production requirements. Such permission will not be unreasonably withheld by the Company.

(b) An employee desiring to see a Steward with regard to Union business relating to this agreement must secure permission from the Foreperson or Supervisor in charge to either go to the Steward or to have the latter go to him within the same time limits as 8:09 (a) above.

8:10

(a) Stewards will confine their investigations during working hours, to an employee who, at the time of complaint is or was under their jurisdiction. If during this investigation the steward must enter a department, other than the one in which he is employed, he will first obtain permission from the Foreperson on duty in that department.

(b) Where an employee is to receive disciplinary action such employee shall be accompanied by a Union representative, unless the employee requests otherwise.

8:11

(a) If an employee is suspended or discharged and feels that he has been unjustly dealt with, he shall within five (5) working days notify the Company and the Union. If an employee feels he has been laid off not in accordance with his seniority, he shall within three (3) working days notify the Company and the Union. It shall then constitute a grievance and shall be dealt with under the grievance procedure starting at Step 4.

(b) If subsequently, it is settled in favor of the employee, he shall be re-instated in his former position and shall be compensated for time lost at his straight time day work hourly rate, up to a maximum of nine months, less pay for any penalty time decided upon and less pay received from other employment, Unemployment Insurance benefits or Welfare Payments - provided welfare payments are not repayable to the Municipality.

(c) An employee suspended or discharged, or laid off not in accordance with seniority shall have the privilege of discussing his position with the Steward before leaving the plant.

8:12

(a) 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 Committee members 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 straight time day work hourly rate of pay, provided this privilege is not abused.

(b) The Company agrees to assign the members of the Bargaining Committee to steady day shift, and will compensate the Committee for time spent at negotiations up to eight (8) hours per day for every other meeting up to the Conciliation stage. "Unless otherwise agreed upon by the Committee, the meetings will be held outside the plant."

(c) Bargaining Committee members or Stewards will not be compensated for time spent prior to or beyond their regular working hours on Union Business.

**ARTICLE IX
SENIORITY & WAGE TRANSFERS**

9:01

(a) New employees will be considered probationary until they have worked twelve (12) weeks in the previous twelve (12) months and shall be subject to discharge at the sole discretion of management.

Seniority shall then be credited for his accumulated probationary period, excluding all time lost, except for absence while out on Workers' Compensation up to three (3) weeks, which will be considered as time at work during the probationary period.

(b) During such probationary period the employee will have no seniority rights but will have the right of Union representation as prescribed by the Ontario Department of Labour. During such probationary period, the Company will not be obligated to pay any portion of insured benefits, Life Insurance and weekly sick and accident benefit plan, LTD plan, jury witness pay plan, or bereavement pay. Probationary employees will become eligible for designated holiday pay after eight (8) weeks accumulated employment.

9:02

(a) Seniority shall be plant wide, based on cumulative service.

(b) Departmental Seniority consists of seniority and will accumulate as long as an employee is in their department. When transferred at the Company's request or in a case of cut-back, departmental seniority will continue to accumulate for up to three (3) months, however when in the department of transfer for longer than three (3) months, the entire amount of time spent in the new department will count as seniority accumulated in that department. Notwithstanding the terms as set down in Article IX - 9:12.

(c) An employee who transfers to another department at his own request, will no longer be credited with departmental seniority in his previous department and will accrue and be credited with department seniority in his new department.

An employee, who is transferred, with his job to a different department will carry their existing departmental seniority to their new department.

(d) A temporary transfer of an employee at the request of the Company shall not last longer than two (2) full working weeks, unless an extension is mutually agreed upon between the employee and the Company. The Bargaining Committee will be informed of such extension. The same terms shall apply when he is requested to perform experimental work. Such extensions are not intended to conflict with the normal job posting procedures. During any temporary transfer, the employee shall continue to accumulate departmental seniority in his originating department.

9:03

The Union will be furnished with a copy of the current Plant and department seniority lists effective the first of May and December. Copies of the lists will be posted under glass on the two (2) main bulletin boards in the Plant in the early part of the respective months.

9:04

(a) When a vacancy or promotion occurs within the Bargaining Unit above Class "A", they shall be posted on all bulletin boards for two (2) working days. The Company will furnish the Union with a copy of such posting. The employee with the longest department service applying for the job in that department and who is capable of doing the job within a reasonable learning period shall be given the opportunity of filling the job.

If the job is not filled within the department then the most senior employee applying for the job and who is capable of doing the job within a reasonable learning period shall be given the opportunity of filling the job.

(b) **An** employee with seniority wishing to transfer from his department to another will complete a written "Application for Transfer" form and submit same to the Human Resources Department. The Human Resources Department will discuss such application with the employee and the application will be filed and referred to when the desired vacancy occurs.

"Application for Transfer" requests will be valid for a six month period only, unless renewed by the employee making the transfer request. The Human Resources Department will remind employees when their "Application for Transfer" is about to expire.

(c) If an employee transfers at his own request or under job posting, to another department, he shall not have the right to be returned to his old department or transfer to another department at his own request for a period of three (3) months actual employment within the department. Employees will be limited to two transfers per 12 month period.

(d) When there is a cut-back within a department, the employee with the least department seniority in the department affected will be considered surplus. Inability to perform any available job in another department may result in lay-off without loss of seniority.

9:05

(a) An employee with seniority transferring at his own request or under job posting to a higher class will receive his present rate of pay and progress **as** per schedule.

(b) An employee with seniority transferring at his own request or under job posting to a lower class will receive the "End of Probation" rate and progress as per schedule in his new class.

(c) An employee with seniority recalled to a higher classification will receive the "End of Probation" rate and progress as per schedule in his new class. When he has reached and maintained the production standards for a period of one week on that job, he will receive the top rate of pay, he will only have to qualify one time each year for each job.

(d) An employee with seniority recalled to a lower classification will receive the "End of Probation" rate and progress as **per** schedule in his new class. When he has reached and maintained the production standards for a period of one week on that job, he will receive the top rate of pay, he will only have to qualify one time each year for each job.

(e) (i) **An** employee with seniority being demoted or cut-back will receive the "**End** of Probation" rate and progress as per schedule in his new class. When he has reached and maintained the production standards for a period of one week on that job, he will receive the top rate of pay, he will only have to qualify one time each year for each job.

ii) An employee being transferred due to cut-back, or lay-off, to a job where the employee has completed the learning period, shall **go** to the end of probation rate of pay. When he has reached and maintained the production standards for a period of one week on that job, he will receive the top rate of pay, he will only have to qualify one time each year for each job.

(f) An employee with seniority transferred at the Company's request will be paid his current hourly rate. Where a higher rate is applicable in his new class he will receive the "**End of Probation**" rate and will progress as per schedule. When he has reached and maintained the production standards for a period of one week on that job, he will receive the top rate of pay, he will only have to qualify one time each year for each job.

(g) A probationary employee transferring at his **own** request or under job posting to a higher classification will receive his present rate of pay for the balance of **his** time period and progress **as** per schedule.

(h) A probationary employee transferring at his **own** request or under job posting to a lower classification will receive the rate of pay in the new classification in his time period and progress as per schedule.

(i) When a probationary employee with less than eight **(8)** weeks of his probationary period served is recalled to a higher classification, he will receive his present rate of pay for the balance of his time period and progress as per schedule.

(j) When a probationary employee with less than eight (8) weeks of his probationary period served is recalled to a lower classification, he will receive the rate of pay in his new classification in his time period and progress as per schedule.

(k) A probationary employee being demoted or cut-back will receive the rate of pay in the new classification in his time period and progress as per schedule.

9:06

In the case of demotions or transfers to lower paid jobs, they shall be made in accordance with seniority provisions, i.e., the employee with the least seniority will be the first demoted, etc.

9:07

A temporary reduction of the work force for a period of not more than one week shall not be subjected to the displacement and/or lay-off procedure of this Agreement. This temporary lay-off being due to fire, power failure, Acts of God, major mechanical breakdown, safety hazards which could endanger an employee(s) or conditions over which the Company has no control.

9:08

Definition Of Seasonal Lay-off and Seasonal Recall

Employees laid-off from work between the period of April 15th to July 31st.

Employees recalled to work during the period from September 15th to February 1st.

Notwithstanding the provisions of Article 9 if a lay-off occurs employees will be laid-off from the plant during seasonal lay-offs on the basis of plant wide seniority. Employees affected by the lay-off will have the right to displace employees with less plant seniority than themselves, anywhere in the plant on jobs which they are capable of doing at the time. Inability to perform the job at the time, may result in lay-off without loss of seniority.

Employees with seniority to be recalled and returned to **work** during seasonal recall will be subject to recall on plant-wide seniority to a job which they are capable of doing at the time, to the shift the employee has been regularly assigned.

Employees who have not been recalled to their normal shift by December 1st and when employees with less seniority are working in the Bargaining Unit, the employees shall be recalled to work forthwith.

It is understood the provisions of Article 9 apply in full and every manner except as specifically exempted in this agreement.

"LAY-OFF PROCEDURE"

9:09

When it becomes necessary to lay-off employees the lay-off will first be discussed with the Bargaining Committee. The following procedure will be observed.

- (1) Eliminate all unnecessary overtime.
- (2) Lay-off all probationary employees.
- (3) Lay-off employees in the reverse order of department seniority.
- (4) Employees affected by the lay-off will have the right to displace employees with less plant seniority than themselves, anywhere in the plant on jobs which they are capable of doing at the time. Inability to perform the job at the time, may result in lay-off without loss of seniority.
- (5) An employee with seniority who is being laid off will, at the option of the Company, be given three (3) days notice or three (3) days pay before the lay-off becomes effective. The employee will be informed in writing by the Company of such lay-off. If notified by nine (9) o'clock a.m., it will be considered as first full day of notice. Employee must inform the Company of his intention to bump no later than 24 hours after receipt of such lay-off notice is given. If an employee is absent every effort (i.e. phone or mail) will be made to inform said employee of such lay-off notice.

(6) Employees who are being laid off from the plant during seasonal lay-off may be assigned to work up to five (5) additional work days following the effective day of lay-off. A second lay-off notice would be required for employees to be laid off who are working after the expiration of the above period.

(7) Notwithstanding the plant wide seniority provisions set out in this article, employees working within the following classifications:

Tube-Mill Set-Up/Operator, Production Set-Up/Material Handler, Utility Operator, Pressroom Set-Up/Material Handler, Mould Set-Up/Material & Serviceman and Welder

will not be laid off from the plant when there is work within their classifications and up to a maximum of one week thereafter they may be assigned to any available work which they are capable of doing anywhere in the plant during that time.

(8) Notwithstanding 9:04 (a) Mould Set-Up/Material Handler, Pressroom Set-Up/Material Handler and Tube Mill Set-Up Operator will be classed as Semi-Skilled and vacancies will not be subject to job posting.

(9) A Journeyman working in the Skilled Trades classification is not included in the plant wide system for lay-offs and recalls and will not be displaced by another employee in the plant. This employee will be subject to lay-offs and recalls only within his classification and in order of his seniority. A Journeyman being laid off may displace an employee with less seniority elsewhere in the plant on jobs which they are capable of doing at the time and in such case he would be subject to lay-off in the plant wide system.

(10) An Apprentice working in the Skilled Trades classification is not included in the plant wide system for lay-offs and recalls and will not be displaced by another employee in the plant. This employee will be subject to lay-offs and recalls only within his classification and in order of his seniority. An Apprentice being laid off may displace an employee with less seniority elsewhere in the plant on jobs which they are capable of doing at the time and in such case he would be subject to lay-off in the plant wide system.

(11) The Executive Board and Bargaining Committee members shall not be laid off **as** long as there is work in the plant which they are capable of doing. Notwithstanding 9:02 (d) Stewards shall not be laid off or transferred from their department as long as there is work in their department which they are capable of doing at that time.

RECALL PROCEDURE

9:10

- (a) Employees on lay-off will be recalled according to seniority to a job which he is capable of doing at the time. Inability to perform the job at the time he will remain on lay-off without loss of seniority.
- (b) Employees who have been transferred because of lay-off shall be given the opportunity of returning to their former classifications/positions if and when available.
- (c) Employees who have been on lay-off due to seasonal cut-back, shall return to their former classifications/positions if and when available.
- (d) Recall all laid-off employees in accordance with their plant seniority before any new employees are being hired.

9:11

When an employee suffers a serious injury or impairment as a result of employment with the Company, or war services which result in permanent disability, the Company will place him on a suitable job for which he is qualified and capable of performing in accordance with his seniority. Once so placed, seniority will be waived in the case of other employees displacing such employee. However, the Company reserves the right to negotiate with the Bargaining Committee wages to be paid prior to placement of said employee.

9:12

An employee shall lose his seniority rights and will be deemed terminated for any of the following reasons:

1. Voluntary resignation.
2. Discharge for just cause, not reversed through the grievance procedure.
3. Employees who have been absent for three (3) consecutive working days without notification to the Human Resources Department of the Company will be considered **as** having quit without notice unless satisfactory evidence can be submitted showing that the employee was unable to comply.
- 4.(a) A person on lay-off fails to notify the Human Resource Department within three (3) working days after such notice of recall is so sent of his intentions to return to work or if the person fails to return to work in five (5) working days after the Company's notice of recall is sent by registered mail to the last address of the person shown on the Human Resource records, The foregoing provision shall be waived by the Manager Human Resources in writing if the person furnishes a satisfactory reason.

- (b) 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 intact when the next vacancy occurs.
- (c) It shall be the duty of the employee or laid off person to notify the Human Resources Department 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 him and any notice sent by the Company by registered mail or telegram to the address which appears on the Company's personnel records, or telephone 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.

- 5. Retires or is retired at age 65.
- 6. Failure to return to work immediately upon the expiration of a leave of absence unless failure to return is caused by emergency conditions which, in the opinion of the Company, are beyond the control of the employee, or utilizing a leave of absence for any purpose other than that for which it was granted.

9:13

An employee with less than five (5) years of seniority at date of lay-off shall continue to accumulate seniority for a period of three (3) months, if not recalled, his accumulated seniority shall be maintained for a period of twelve (12) months from date of lay-off.

An employee with five (5) years or more seniority at date of lay-off shall continue to accumulate seniority for a period of twelve (12) months. If not recalled, his accumulated seniority shall be maintained for a period of twenty-four months from date of lay-off.

Seniority accumulated while on lay-off shall not be credited until the laid off employee has returned to work.

9:14

Any employee presently in, or who has been in, what is now the Bargaining Unit, who transfers to a position outside of the Bargaining Unit directly connected with the operation of the plant and who has had at least three (3) months service in the Bargaining Unit, may return or be transferred back to a position in the Bargaining Unit within twelve (12) months after having left the Bargaining Unit and upon his return to the Bargaining Unit he shall be placed in a position consistent with his seniority.

Seniority will be credited for the time spent on such supervisory or other non-Bargaining Unit positions for a maximum of twelve (12) months. Any employee returning to the Bargaining Unit after twelve (12) months shall be returned as a new employee with no seniority.

**ARTICLE X
LEAVE OF ABSENCE**

10:01

Seniority shall accumulate during any approved leave of absence up to a maximum of three (3) months, or as specified elsewhere in the contract, except in the case where an employee is granted a personal leave of absence not covered by the agreement, he shall not accumulate seniority for any period, in excess of two (2) weeks.

(a) **Maternity Clause:**

Employees absent on pregnancy or parental leave shall continue to participate in the benefit plans and their seniority shall continue to accrue during the period of absence in accordance with the Employment Standards legislation.

10:02

An employee upon written request on an approved leave of absence form submitted to the Human Resources Department, may be granted a leave of absence. The extent and number of such leaves will be contingent on the requirements of the business. Preference will be given to long service employees, and compassionate needs.

10:03

Any member (s) of the Union, **up** to a maximum of four (4) members elected or selected to perform Union duties, attend union conventions or seminars may be granted a leave of absence of up to a maximum of 20 days each per year with the President of the Union receiving an additional 20 days per year. Executive Board members to a maximum of seven (7) shall be granted a leave of absence of one (1) day prior to negotiations and one (1) day per company proposal to a maximum of five (5) days for the Executive Board members to review, unless otherwise agreed upon by both parties. A maximum two (2) week leave of absence will be granted for scholarships to a maximum of two (2) per year unless otherwise agreed upon by both parties. The above limits do not apply to the Bargaining Committee during contract negotiations.

Any member may be granted a leave of absence for whatever time is needed to accept employment with the URCL and PWA or any of its affiliates. On his return, he shall be reinstated in accordance with his seniority.

The Human Resources Department will be notified in writing, by the Union President or his designate, one week in advance whenever possible when Union member(s) will be attending union meetings, union conventions or seminars giving the names of those attending and the duration of their absence.

10:04 - BEREAVEMENT

(a) In the event of a death in a member's family, the employee will be granted a leave of absence for a reasonable time. He will be reimbursed for time lost at work to attend, or attend to the funeral at straight time day work hourly rate earnings up to a maximum of three (3) days.

The term "member" of an employees family means a husband, wife, child, parent, common-law spouse, parent-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster child, foster parent, step parent, step children, grandparent, and grandchild.

The term "common-law spouse" means a person who, although not legally married to an employee, has co-habitated with an employee in a marriage-like relationship for at least (2) years prior to death.

(b) If a death occurs in a member's family as described in 10:04 (a) and the employee is unable to attend, or attend to the funeral, he shall be granted a one day leave of absence with pay. The Company further agrees should a death occur during an employees vacation the employee will be granted the three (3) days leave of absence with pay as an extension of his vacation. For scheduling purposes the employee is required to inform the Company upon such death preferably by telephone or telegraph.

(c) The Company may request submission of proof of the death of the employees aforementioned relative before it approves Bereavement Pay.

10:05 - JURY DUTY

(a) Jury Duty Pay - The Company agrees to pay an employee who serves as a juror in a legally constituted court or a subpoenaed witness, the difference between his earnings as a juror or subpoenaed witness and the straight time day work hourly rate earnings he would have realized had he worked his scheduled shift. In order to be eligible for payment, employees must notify their supervisor within twenty-four (24) hours after receipt of notice for selection for jury duty and must furnish a written statement from the appropriate public officials showing the date and time served and the amount of pay received.

(b) Employees who are selected for jury duty, or as a subpoenaed witness, who are on other than the day shift shall be assigned to the day shift for those days they are required to serve as jurors or subpoenaed witness.

(c) Employees who are called for jury duty, or a subpoenaed witness and are temporarily excused from attendance at court must report to work if a reasonable period of time remains to be worked in his shift.

10:06

(a) Subject to the provisions of this article the Company will approve a leave of absence for sickness or injury for as long as it is required, providing that satisfactory evidence is submitted to the Company. Except when an employee is laid off during such absence the seniority provisions regarding lay-off and recall procedures of this agreement shall apply.

(b) An employee with less than five (5) years service with the employer will be entitled to accumulate seniority up to a maximum of three (3) months.

(c) An employee with more than five (5) years service with the employer will be entitled to accumulate seniority up to a maximum period of thirty-six (36) months during which he receives weekly indemnity payments or long term disability benefits, whichever is applicable.

(d) An employee who has been on a leave of absence, and the period for accumulating seniority has been completed, such employees seniority shall be maintained for up to a further period of eighteen (18) months.

(e) The above limits do not apply to employee's acting for Jury Duty or called as a subpoenaed witness. Absences for seniority employees for any reason in excess of fifty-four (54) months will result in a deemed termination.

(f) The Company is to be informed of the expected duration of the leave by contacting the Human Resources Department.
Employees Must Report to the Human Resources Department at least once a week while on an approved leave of absence for sickness or injury. Employees on approved leave of absence for sickness or injury may be required to furnish the Company with periodic medical certificates.

(g) On return to work the employee must furnish the Company with a doctor's certificate stating that he has been under the doctor's care for the duration of the illness and that he is able to return to his normal duties. If the employee is unable to perform his normal duties he will notify the Company three (3) working days prior to returning to work to enable the Company to locate a vacancy, if such a vacancy exists, at the prevailing rate of pay, to enable the employee to work until he can return to his normal duties.

If an employee is absent for five (5) working days or less the aforementioned doctor's certificate will not be necessary unless requested by the Company.

**ARTICLE XI
HEALTH AND SAFETY**

11:01

(1) Health **and** Safety - There shall be a joint Plant Safety Committee consisting of three (3) representatives of the Union and three (3) representatives of Management, one of whom from each party shall act as co-chairperson. It shall be the duty of this Committee to meet once a month, for the purpose of recommending ways and means of eliminating hazards and to formulate policies for safety in the plant and to complete a safety tour.

(2) The Company shall provide proper safety devices and other equipment necessary to protect the employees from injury and sickness; the Union agrees to Co-operate with the employer in the use of these devices and in elimination of all industrial accidents.

(3) Safety equipment, gloves, coveralls, safety glasses and rubber boots will be supplied by the Company where deemed necessary.

(4) No employee will be required to operate any machine, tool, die or other equipment, including trucks, which is not in a safe, proper working order.

(5) The Company will supply the Union Safety Committee with a monthly report on all plant accidents and on current Compensation cases.

(6) Any unsafe condition that is brought to the attention of the Company must be responded to in writing within 21 days. If the answer is not satisfactory it may then be forwarded to the monthly meeting of the Company and Bargaining Committee for their discussion and decision.

(7) Safety shoes are mandatory at all times while in the Plant. The Company will pay 50% of the cost of safety shoes, to a maximum of \$40.00 for each employee, who has completed his probationary period, each calendar year provided the employee submits a receipt to the Company showing the amount of the expenditure. The calendar year to be October 1st to September 30th. The company will pay 50% of the cost of two pairs of safety shoes to a maximum of \$40.00 for each employee in the following positions: Silk Screen, Plating and Warehouse, who has completed his probationary period.

Probationary employees shall be reimbursed for their portion of the cost of safety shoes to a maximum of \$40.00 upon the successful completion of the probationary period upon submitting a receipt to the Company showing the amount of the expenditure.

(8) The Company will pay the cost for two shop coats per year to a maximum of \$20.00 per coat to employees in the position of Maintenance Mechanic, Die Setter, Janitor and Tool Room employees, who have completed his probationary period, provided the employee submits a receipt to the Company showing the amount of the expenditure. The coats shall be regularly cleaned at the employee's own expense.

1:02

The three (3) Union representatives on the Safety Committee will be paid for the time spent on their monthly safety tour meeting with the Company at their straight time day work hourly rate or premium rate as may be proper.

Safety representatives shall investigate safety complaints after such complaints have been discussed first between the supervisor and the worker. Safety representatives required to investigate safety complaints shall notify their supervisor that they are leaving their work stations and will notify the supervisor of the department involved that they are entering their area.

11.03

1. The Company will continue to follow the requirements as set forth in the Occupational Health and Safety Act.
2. A Union Health and Safety representative will investigate all serious accidents.

MISCELLANEOUS

11:04

The Company shall provide and have printed sufficient copies of this agreement to fill the need of the Union membership. Cost of producing such copies to be shared equally between the Company and Union.

11:05

The "LEADHAND" is an hourly rated employee who is appointed by the Company, primarily to lead the work group of employees of which he is a member. His function is to assist and instruct others in the group, to maintain the scheduled flow of quality work as well as to do production work to which he is assigned. The leadhand does not have disciplinary authority and is not part of management.

(b) (i)

The premium rate of pay for "General **Leadhands**" will be 60 cents per hour.

(ii)

The premium rate of pay for "Tool & Die Shop Leadhand" will be 60 cents per hour.

(iii)

The premium rate of pay for "Maintenance Shop Leadhand" will be 60 cents per hour.

11:06

Members of the Bargaining Unit will be given the first opportunity for home work when the need becomes necessary.

11:07

The Employer will provide adequate relief when and where necessary on continuous operations.

11:08

Letter number one (August 20th/86) shall form and remain part of this agreement.

Orientation

11:09

One half (1/2) hour joint orientation by the Company and the Union for all new employees on their 1st day of employment.

Severance

11:10

The Company will follow the requirements of the Employment Standards Act.

Bulletin Boards

11:11

The Company agrees to permit the Union to post notice of meetings and other union business and affairs of the Local Union on bulletin boards provided by the Company for such purposes.

It is agreed, however, that notices to be placed on such bulletin boards shall be approved by the Manager Human Resources.

ARTICLE XII
WELFARE

12:01

(a) The Health and Life Insurance Plans, shall become and remain part of this agreement in accordance of their respective provisions and shall be schedule "B" attached.

(b) The pension agreement, shall become and remain part of this agreement in accordance of its respective provisions and will be schedule "C" attached.

Article XIII
APPRENTICESHIP PROGRAM

13:01

Employees of the Company and those who have previous employment experience, who desire to become apprentices and are selected by the Apprenticeship Committee (whose decision will be final) will be allowed a percentage of the Journeyman's end rate as determined by the Apprenticeship Committee.

13:02

Apprentice rates of pay will be the established percentage of the Journeyman's end rate.

13:03

The Apprenticeship Committee will be composed of the Manager Human Resources, Maintenance/Tool Room Supervisor and applicable department Leadhand.

13:04

The Apprenticeship Committee will be responsible to regulate discipline to an apprentice or to cancel the apprenticeship agreement for:

- 1) Inability to Learn
- 2) Unreliable
- 3) Unsatisfactory Work
- 4) Lack of Interest
- 5) Failure to attend classes regularly
- 6) Absenteeism

13:05

If during the term of the Agreement the Apprenticeship and Tradesman Qualifications Act 1964 should be reviewed in such a manner that the Article no longer conforms to the term of the said Act, the parties shall immediately commence negotiations to make the necessary revisions to the affected portion to insure conformity with the said Act.

13:06

Fringe benefits applicable under the collective labour agreement shall **apply** to such trainees.

ARTICLE XIV
COLLECTIVE LABOUR AGREEMENT
AMENDMENTS AND TERMINATION

14:01

Amendments to this agreement may be made in writing and signed by both parties.

14:02

This agreement shall become effective on the 1st day of October 1991, and shall remain in full force and effect until the 30th day of September 1993, and shall continue in effect thereafter from year to year for further periods of one (1) year each, unless either party shall have given written notice of termination or proposals for amendments to the other party no more than ninety (90) days prior to the expiration date or any yearly period thereafter. In the event of written notice of termination or proposals for amendments having been given by either party. **As** here in provided, negotiations shall be carried on during the notice period with a view to completing a new agreement.

14:03

Should such negotiations extend beyond the expiration date, this agreement shall remain in full force and effect as provided in the Ontario Labour Relations Act.

The Witness Whereof the
Parties hereto have hereunto
signed the 10th February 1992

Local Union 921 of *The* United Rubber
Cork Linoleum and Plastic
Workers of America

Shirley Prentice
Shirley Prentice, President

Carol Kuipers
Carol Kuipers, Vice President

John McMartin
John McMartin,
Executive Member

Anne E. Aitcheson
Anne E. Aitcheson,
Field Represented

J.E. Thomas Specialties Limited

Lindsay

John D. Bielby
John D. Bielby, President & C.E.O.

Linda Gordon
Linda Gordon, Manager Human Resources

Dave Hayford
Dave Hayford, Production Manager

Clair Lucas
Clair Lucas, Production Manager

Bill Legere
Bill Legere, Operations Manager

SCHEDULE "A"
JOB CLASSIFICATIONS AND PAY RATES

Effective October 1, 1991.

- D General Assembly - All areas and General Labour - All areas.
- E Packer of Antennas and (Packer of Electronics)
Rivettor of Antennas
Moulding machine operator
Boom Piercer Operator
Webber on furniture line 1, 2 and 3
Packer on furniture line 1, 2, 3 and 4
Rivettor on furniture lines 2, 3 and 4 plus subassembly lines
Vinyl Tube Winder - furniture production
Chassis Wiring - Electronics production
Drill & Tapping machine operator (for zinc boxes - Electronic production)
Wave Solderer Operation
Silk Screen Etching Operator
Antenna Hookup Operator
700-900-1000 Series and Final Module Assembler
Mechanic Assistant
Spray Painter
Fork Lift Operator & Material Handler
Electrostat Paint Line Set up & Operator
Heavy Truck Driver & Material Handler
*Note: number of classified truck drivers not to exceed number of trucks in operation
Janitors
- F Utility Rivettors
Heavy Punch Press (not bench presses - Press Room Area)
Rivettors Line 1 (Final Assembly + Arm and Leg Assembly)
Umbrella Builder
Quality Assurance Inspector (2 yrs. of Chassis soldering or equivalent experience)
Chassis Solderer - electronic production
Test Station Operator - electronic production (2 yrs. of chassis soldering experience or equivalent)
Silk Screener - electronic production
Bender and Automatic piercing machine operator - Furniture production
Commercial Antenna Builder
NC Operator
Homework Instructor and Quality Inspector (2 yrs. of chassis soldering or equivalent experience)
Production Arc Welder
Building Servicemen
Lead Cutter
Prep Table Operator

SCHEDULE "A"
JOB CLASSIFICATIONS AND PAY RATES

- (G) Pressroom set up and serviceman
Mould set up and serviceman
- (H) Production set up
Utility operator
Assistant Shipper and Receiver
Plater
- (I) Tube Mill set up and operator
- (J) Die Setter
- (K) Large Tube Mill and mould set up

All Tool & Die Makers, Electricians, Skilled Maintenance Mechanics and Machinists will receive a seventy-five (\$75.00) tool allowance in October 1991, and one hundred (\$100.00) tool allowance in October 1992.

EFFECTIVE - 1 OCTOBER 1991

JOB CLASSIFICATION & PAY RATES

START	6 wks worked	12 wks worked	4 wks in class	2 months worked in class	4 months worked in class	7 months worked in class	9 months worked in class	
D	6.11	6.57	9.68					
E	6.28	6.82	9.68	9.80				
F	6.52	7.07	9.68	9.80	9.89			
G	6.77	7.32	9.68	9.80	9.89	9.94	9.99	
H	6.77	7.32	9.68	9.89	9.94	9.99	10.04	10.14
I	6.77	7.32	9.68	9.94	9.99	10.04	10.14	10.34
J	7.27	7.84	10.18	10.24	10.29	10.34	10.44	10.64
K	8.31	8.86	11.37	11.42	11.62	11.82	12.02	12.32

SKILLED TRADES

Classification (Skilled)	START/Journeyman Rate	3 months worked	6 months worked	5 years experience
Tool & Die Maker	12.09	13.12	----	14.40
Electrician	12.09	13.12	----	14.40
Tool Room Machinist	9.67	11.64	----	12.39

The progression of the wage rates in skilled trades may be waived at the discretion of the Company.

MAINTENANCE MECHANIC

Class "A"	9.62	11.24	11.79	12.04
Class "B"	9.12	10.94	11.69	
Class "C"	8.92	10.84	11.59	
Class "D" Semi Skilled	7.62	9.07	10.24	

EFFECTIVE - 1 APRIL 1992

JOB CLASSIFICATION & PAY RATES

	START	6 wks worked	12 wks worked	4 wks in class	2 months worked in class	4 months worked in class	7 months worked in class	9 months worked in class
D	6.36	6.82	9.93					
E	6.53	7.07	9.93	10.05				
F	6.77	7.32	9.93	10.05	10.14			
G	7.02	7.57	9.93	10.05	10.14	10.19	10.24	
H	7.02	7.57	9.93	10.14	10.19	10.24	10.29	10.39
I	7.02	7.57	9.93	10.19	10.24	10.29	10.39	10.59
J	7.52	8.09	10.43	10.49	10.54	10.59	10.69	10.89
K	8.56	9.11	11.62	11.67	11.87	12.07	12.27	12.57

SKILLED TRADES

Classification (Skilled)	START/Journeyman Rate	3 months worked	6 months worked	5 years experience
Tool & Die Maker	12.34	13.37	---	14.65
Electrician	12.34	13.37	---	14.65
Tool Room Machinist	9.92	11.89	---	12.64

The progression of the wage rates in skilled trades may be waived at the discretion of the Company.

MAINTENANCE MECHANIC

Class "A"	9.87	11.49	12.04	12.29
Class "B"	9.37	11.19	11.94	
Class "C"	9.17	11.09	11.84	
Class "D" Semi Skilled	7.87	9.32	10.49	

EFFECTIVE - 1 OCTOBER 1992

JOB CLASSIFICATION & PAY RATES

START	6 wks worked	12 wks worked	4 wks in class	2 months worked in class	4 months worked in class	7 months worked in class	9 months worked in class
D	6.86	7.32	10.43				
E	7.03	7.57	10.43	10.55			
F	7.27	7.82	10.43	10.55	10.64		
G	7.52	8.07	10.43	10.55	10.64	10.69	10.74
H	7.52	8.07	10.43	10.64	10.69	10.74	10.79
I	7.52	8.07	10.43	10.69	10.74	10.79	10.89
J	8.02	8.59	10.93	10.99	11.04	11.09	11.19
K	9.06	9.61	12.12	12.17	12.37	12.57	12.77

SKILLED TRADES

Classification (Skilled)	START/Journeyman Rate	3 months worked	6 months worked	5 years experience	Cert. of Qualification Oct. 1, 1992
Tool & Die Maker	12.84	13.87	---	15.15	15.65
Electrician	12.84	13.87	---	15.15	15.65
Tool Room Machinist	10.42	12.39	---	13.14	13.64

The progression of the wage rates in skilled trades may be waived at the discretion of the Company.

MAINTENANCE MECHANIC

Class "A"	10.37	11.99	12.54	12.79	13.29
Class "B"	9.87	11.69	12.44		12.94
Class "C"	9.67	11.59	12.34		12.84
Class "D" Semi Skilled	8.37	9.82	10.99		

SCHEDULE "B"
HEALTH LIFE AND WELFARE PLAN

Oct. 1/91

Life Insurance \$18,000.

Accidental Death + Dismemberment \$18,000.

Weekly Indemnity Plan 1-1-8 Day plan 30 week duration, 66 2/3% of pay rate to a maximum of current U.I.C. Rate.

In consideration of the fact that the Company is providing Weekly Indemnity Benefits equal to the level required by the Unemployment Insurance Act for qualifying premium deduction, the parties hereby agree that the Company shall be entitled to retain the full amount i.e. twelve twelfths (12/12) of the premium reductions granted by the Unemployment Insurance Commission,

Long Term Disability

October 1st, 1991 - After 30 weeks of disability the plan pays 66 2/3 of pay rate to a maximum of \$2,000.00/month for an additional 30 months.

October 1st, 1992 - After 30 weeks of disability the plan pays 66 2/3 of pay rate to a maximum of \$2,000.00/month for an additional 36 months.

Comprehensive Health Care Plan (\$10.00/\$20.00 deductible)
glasses - \$150 every 2 years,
Chiropractors, Hearing Aids - every
5 years (Oct. 1/91 - \$400.00,
Oct. 1/92 - \$500.00)

Drug Plan 35 cents cost to employee per prescription

Any regular full time hourly paid employee actively engaged in his duties shall be entitled to the applicable benefits of the Health Life and Welfare plan. Present employees not actively at work, for any reason, on the effective date of the various Health Life and Welfare plans shall become eligible upon the date of their return to active employment.

Pension Agreement

Basic pension \$13.00 per month effective October 1, 1991 multiplied by years of service (\$14.00 effective Oct. 1/92).

Supplementary Pension \$7.50 per month multiplied by years of service. 5 year Certain, Minimum Guarantee of 5 years.

Where an employee is to receive Pension information such employee shall be accompanied by a Union representative, unless the employee requests otherwise.

ALL NOTED HEALTH LIFE AND WELFARE PLANS INCLUDING PENSION PLAN WILL BE 100% PAID BY THE COMPANY AFTER THE PROBATIONARY EMPLOYEE HAS WORKED (12) TWELVE WEEKS IN THE PREVIOUS (12) TWELVE MONTHS.

APPENDIX "A"
COST OF LIVING FORMULA

- A. The amount of interim increase shall be calculated and recalculated as provided below on the basis of the Consumer Price Index published by Statistics Canada (1961-100) and hereinafter referred to as the C.P.I. index.
"The base of calculation" - the average C.P.I. index for the months of December 1979, January and February 1980.
- 1) The first adjustment will be calculated and paid as of the first pay period following June 15, 1980. It will reflect 1 cent for each .45 points that the average C.P.I. index for the months of March, April and May 1980 exceeds the base of calculation.
 - 2) the second adjustment will be calculated and paid as of the first pay period following September 15, 1980. It will reflect 1 cent for each full .45 points that the average C.P.I. index for the months of June, July and August 1980 exceeds the base of calculation.
 - 3) The third adjustment will be calculated and paid as of the first pay period following December 15, 1980. It will reflect 1 cent for each .45 points that the average C.P.I. index for the months of September, October and November 1980 exceeds the base of calculation.
 - 4) The fourth adjustment will be calculated and paid as of the first pay period following March 15, 1981. It will reflect 1 cent for each full .45 points that the average C.P.I. index for the months of December 1980, January and February 1981 exceeds the base of calculation.
 - 5) The fifth adjustment will be calculated and paid as of the first pay period following June 15, 1981. It will reflect 1 cent for each full .45 points that the average C.P.I. index for the months of March, April and May 1981 exceeds the base of calculation.
- B. The C.O.L.A. payments shall be paid, subject to the terms and conditions hereinafter set out in addition to the provisions of Section A of this appendix.
- 1) The cost of living allowance will, if applicable, be paid to each employee who has completed his probationary period.
 - 2) The C.O.L.A. in effect at any time shall not form part of an employee's applicable hourly rate.
 - 3) In the event that Statistics Canada does not issue the C.P.I. on or before the beginning of the pay periods referred to in paragraphs, Section A, of this appendix, any adjustment in the C.O.L.A. required by the C.P.I. shall be effective at the commencement of the pay period following the official publication of the C.P.I.
 - 4) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in any Consumer Price Index published by Statistics Canada.

- 5) If the C.P.I. is discontinued or amended by Statistics Canada, the parties shall negotiate an appropriate adjustment or conversion factor to assure that employees will be entitled to that cost of living adjustment which would have resulted had the C.P.I. not been discontinued or amended.
- 6) The C.O.L.A. shall be considered a premium and as such will be paid if applicable, only for hours actually worked by the qualified employees actively employed by the Company. The C.O.L.A. will be included in calculating holiday pay, vacation pay, jury duty, subpoenaed witness and will be boxed on his pay stub. No overtime premium shall be paid on this allowance.
- 7) It is agreed that the C.O.L.A. formula in Appendix "A" shall be inactive for the life of the CLA.

LETTER # 1

August 20, 1986.

Mrs. Barbara Hamilton, President
Local 921, U.R.C.L. & P.W.A.
Lindsay, Ontario

**RE: Future of the Pension Plan in the Event of
Wind-up of the Company**

We are writing to clarify the situation relative to the disposition of pension plan assets in the event of discontinuance of the plan or wind-up of the Company. Please be assured that in accordance with the present rules of the plan, the pension assets will be used to provide benefits for pensioners and members as determined by the Company in consultation with its independent actuary, in accordance with the following sequence of priority.

- (a) The provision of full benefits for those already receiving their pension, i.e. present pensioners.
- (b) The provision of pensions for those who are entitled to normal or postponed retirement benefits, i.e. those members at age 65 or over who are eligible for retirement but who have not retired as of the date of the termination of the plan or the wind-down of the Company.
- (c) The provision of early retirement benefits for those members who are eligible to early retire under the plan.
- (d) The provision of the amount of vested pension benefits for each member, i.e. the amount of pension benefits in respect of members who have attained age 42 and completed ten years of continuous service.
- (e) The provision of any coverage in cash in proportion to the length of credited service or seniority held by all employees.

Alternatively, by mutual agreement between the Union and the Company, the Company will use the assets to finance any new retirement plan or fund under which the employees participating in this plan shall be entitled to pensions.

If the Company becomes wound-up or bankrupt, the assets of the trust fund will be applied for the benefit of pensioners and members in an equitable manner determined by the liquidator or trustee in bankruptcy of the Company in consultation with an actuary. Please be assured, as a fully registered and qualified plan that the Bargaining Unit Pension Plan conforms to all the required statutory provisions relative to wind-down and dispersal of funds.

Yours very truly,

Roy W. Price
PRESIDENT