

ORIGINAL SIGNED COPY

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COLLECTIVE AGREEMENT

between

BILTRITE RUBBER (1984) INC.

**170 North Queen Street
Etobicoke, Ontario
M9C 1A8**

(hereinafter referred to as the "COMPANY")

and the

UNITED STEELWORKERS OF AMERICA

LOCAL 526

(hereinafter referred to as the "UNION")

Effective December 1, 2002 for the period of

December 1, 2002 to November 30, 2005

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ARTICLE I – PURPOSE

1:01 It is the mutual desire of both parties to promote co-operation and harmony, and to provide an amicable method of settling and differences or grievances which may arise

ARTICLE II – RECOGNITION

2:01 The Company recognizes the Union as the sole and exclusive bargaining agency for all employees of the Company in the city of Etobicoke (Metropolitan Toronto), save and except foreman, persons above the rank of foreman, office staff, and sales staff. The Company agrees to meet and bargain in good faith with the representative of the Union on all matters pertaining to rates of pay, hours of work and working conditions.

ARTICLE III – DISCRIMINATION

3:01 The Company agrees that there shall be no discrimination or intimidation of any sort practiced by the Company by reason of any activity, past or future, of any employee with or in respect to membership or activity in the Union

3:02 There shall be no discrimination against any employee by the Company or the Union on account of race, colour, creed, or national origin.

3:03 The Union agrees that there will be no Union activity and no meetings on Company premises except with the permission of the Company.

ARTICLE IV - MANAGEMENT

4:01 The Union recognizes the Company has the exclusive right to:

- a) Maintain order, discipline and efficiency;
- b) Manage the plant, to direct the working forces and to hire, retire, reprimand, transfer, promote, demote, lay off, suspend or discharge employees for just cause, and be the judge of qualifications provided, however, that the exercise by the Company of any of these rights and powers in conflict with any of the other provisions of this Agreement shall be subject to the provisions of the grievance procedure.

ARTICLE V – UNION SHOP AND CHECK OFF

5:01 All present employees hired hereafter will be required to become members of the Union, and to maintain their membership for the duration of the agreement any renewal or extension thereof. All present and future employees in the bargaining unit shall be required to sign dues deduction and assessment authorization forms, which shall be irrevocable for the duration of the agreement and any renewal or extension thereof.

5:02 The Company shall deduct Union Dues including, where applicable, initiation fees and assessments, on a weekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union’s Constitution.-The Union will notify the Company in writing of any changes in the amount of the dues and assessments.

b)For new employees the Company shall deduct the dues from their first pay period after having completed thirty (30) days of employment.

5:03 All dues, and initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station "A", Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

5:04 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- b) A list of names of all employees from whom no deductions were made and the reasons;
- c) This information shall be sent to both Union addresses identified in Article 5:03 in such form as shall be directed by the Union to the Company.

5:05 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

5:06 The Company, when preparing T-4 slips for the employees, will enter the amount of Union Dues paid by the employee during the previous year.

ARTICLE VI – NO STRIKE OR LOCK OUT

6:01 There shall be no strike or lock out during the currency of this agreement. The words "strike" or "lock out" shall be defined in the Labour Relations Act of Ontario.

ARTICLE VII – HOURS OF WORK

7:01 The normal hours of work shall be:

Day workers – 7:00AM to 4:00PM (including two (2) 30 minute paid rest periods which includes meal period) or any other arrangements mutually agreed to by the parties.

Shift Workers – 7:00AM to 3:00PM	(including two (2) 30 minute paid rest periods which includes meal period) or any other arrangements mutually agreed to by the parties.
3:00PM to 11:00PM	
11:00PM to 7:00AM	

a) By mutual agreement for Sunday night start up prior to holiday no overtime will be paid for Sunday 11:00PM start up.

b) Sunday night start up will only happen if there is prior mutual agreement each time.

c) Time worked on Sunday night start up prior to a holiday by employees filling in from a different shift shall be paid at the rate of double time.

d) An employee who works on the Friday night after a Sunday night start up prior to a holiday shall be paid at the rate of double time for all hours worked on the Friday night shift.

e)The above schedule shall not be construed, nor shall the daily hours before mentioned construed, as a guarantee of any minimum, nor as a restriction of any maximum hours to be worked.

f)It is understood that the starting and termination time of shifts on certain operations may be flexible to meet operating requirements.

g)The Company has the right to change such times based on these requirements and will advise the Union of such changes.

7:02 Two thirty (30) minute rest periods to be uninterrupted except in emergency situations (which includes a meal period) will be allowed each shift with smoking privileges provided however this will not under any circumstances operate in such manner as will interfere with the efficient and continuous operation of any of the sections of the plant

7:03 All employees will work or continue to operate their jobs, until the end of their shift. Where continuous operations, employees will operate until relieved.

7:04 Shift Rotations shall be nights, afternoons and days.

ARTICLE VIII – WAGES

8:01 a)The wage schedule hereto attached, shall form and become part of this Collective Agreement, and the Company agrees to pay and the Union agrees to accept such rates of pay in accordance with all provisions of this agreement.

b)1/When new jobs come into existence after the signing of this Agreement, the Company and the Union will determine the hourly rates of the job.

b)2/Such new hourly rate will be established so as to be consistent with other comparable jobs with their hourly rates in the plant and such rates shall become part of Wage Schedule “A” of this Agreement.

c)The Union shall be advised of the new jobs and their rates and any disagreement with such rates may be negotiated through regular channels up to and including the third step of the Grievance Procedure.

d)When a grievance affecting newly implemented hourly rates is settled, and as a result of the settlement there is an increase in the rate, the increase will be paid retroactively to the date of implementation of the hourly rate in dispute to employees classified on jobs who have worked on the job since the job was established.

8:02 If during the duration of this agreement, an incentive plan appears justified, the Company will negotiate the details with the Union.

8:03 On December 1, 2002, a shift premium of sixty five cents (\$0.65) per hour will be paid to all employees working on the second shift on a two (2) or three (3) shift operation, and a premium of seventy five cents (0.75) per hour will be paid to all employees working on the third shift on a three shift operation
On December 1, 2003, a shift premium of seventy cents (\$0.70) per hour will be paid to all employees working on the second shift on a two (2) or three (3) shift operation, and a premium of eighty cents (\$0.80) per hour will be paid to all employees working on the third shift on a three shift operation
On December 1, 2004, a shift premium of eighty cents (\$0.80) per hour will be paid to all employees working on the second shift on a two (2) or three (3) shift operation, and a premium of ninety cents (\$0.90) per hour will be paid to all employees working on the third shift on a three shift operation

8:04 All employees working on the night shift will receive their wages on pay day before leaving the plant. All pay cheques to be distributed in envelopes.

8:05 If an employee reports to work at his regular scheduled time, and there is no work available for him on his regular job, he will be given either eight (8) hours work at some other job, or four (4) hours pay at his regular hourly rate unless he has received four (4) hours previous notification not to report to work.

It is understood this provision shall not apply if the situation occurs less than four (4) hours prior to the employees starting time in the case of an emergency outside the control of the Company.

If the Company elects to give the employee four (4) hours pay as aforesaid, the employee will be permitted to leave the plant at once

It is the responsibility of the employee to keep the Company advised immediately of any changes in his/her address and or telephone number. Repeated failure to do so will result in disciplinary action.

8:06 An employee transferred temporarily from one job to another in the interest of the Company, shall be paid the regular hourly rate of the job to which he is transferred the rate of his own job, whichever is the higher.

8:07 An employee who is injured in the factory and is treated in the First Aid Dept., shall be paid for lost time while at the First Aid Department at his hourly rate, and for the balance of his shift if sent home by the Company, or requires treatment off the Company premises or on the advice of a qualified attending physician

8:08 An employee shall be paid for the time lost on his operation if he is called away from same by the Company.

8:09 LEAD HANDS

Lead Hand positions shall be posted in accordance with the provisions of Article 13:06

ARTICLE IX – OVERTIME

9:01 a) All time worked in excess of forty four (44) hours in any work week by Day Workers normally scheduled for nine (9) hours per day), will be paid at the rate of time and one half.

b) Shift workers will be paid overtime for all hours in excess of eight (8) hours per day.

Day Workers will be paid overtime for hours in excess of nine (9) hours per day of forty four (44) hours per week

c) All hours worked from 7:00AM Saturday to 7:00AM Sunday, will be paid at the rate of time and one half.

d) All hours worked from 7:00AM Sunday to 7:00AM Monday, will be paid at the rate of double time.

9:02 Overtime work does not include:

a) Time worked by employees for one another at their own request.

b) A change of an employee's working hours at his own request.

9:03 Overtime will distributed as equally as possible among those normally performing the work. First hand occurrence during pay period ask the man on the job. For second hand occurrence ask people who are qualified during the same pay period. Employees who

have been asked to work overtime will sign a form indicating whether they have accepted or refused.

- 9:04** Employee who work overtime shall not be required to take time off to offset such overtime.
- 9:05** Production employees requested to assist on maintenance work at any time, shall do so on a voluntary basis.
- 9:06** The Company agrees that all overtime shall be voluntary.
- 9:07** In no case shall an employee be required to work on an operation or job without the presence of another person in compliance with the Industrial Safety Act of Ontario.
- 9:08** When an employee is requested to work four (**4**)hours minimum overtime without prior notice he will be provided with a lunch by the Company. The value not to exceed seven dollars (\$7.00)upon receipt of purchase.

ARTICLE X - STATUTORY HOLIDAYS

- 10:01** An employee will be paid his scheduled daily hours, namely Day Workers nine (9) hours, and Shift Workers eight (8) hours; at his regular rate for the following Statutory Holidays provided he is not absent from work on his last scheduled shift before and on his first scheduled shift following the holiday:

NEW YEARS DAY, GOOD FRIDAY, VICTORIA DAY
CANADA DAY, CIVIC HOLIDAY, LABOUR DAY
THANKSGIVING DAY, CHRISTMAS DAY and BOXING DAY

And three (3) option days as determined mutually by the Company and the Union.

As well as the Holidays listed in this Agreement, during the life of this contract beginning December 2003 the Company shall pay each employee a one hundred dollar (\$100.00) bonus by separate cheque in the month of December in the week before shutting down for the holidays.

- 10:02** a)An employee required to work on a Statutory Holiday as determined by Clause 10:01, shall be paid for the time so worked at the rate of double time over and above his holiday pay.
- b)Should any Statutory Holiday, as determined by Clause 10:01 fall within an employees vacation period, the first working day following his vacation shall be observed as the holiday as far as the employee is concerned.
- 10:03** Notwithstanding the provisions above, **an** employee who has attained seniority shall be considered eligible for holiday pay provided, he is on sick leave, leave of absence or temporarily laid off during the period in which the holiday is observed, and provided such period does not exceed ten (10) working days.

ARTICLE XI - VACATIONS

- 11:01** All employees having one (1) year of service or less with the Company in any one (1) year, shall receive vacation pay in accordance with the terms of the Employment Standards Act for Ontario as amended July 30, 1976.
- 11:02** All employees having more than one (1) year of service, but not more ~~than~~ five (**5**) years of service with the Company on the first day of June of any one year shall receive two (2) weeks vacation with pay at four percent (**4%**) of their actual earnings during the preceding twelve (12) months.

- 11:03** All employees having five (5) or more years of service with the Company on the first day of June of any one year, shall receive three (3) weeks vacation with pay at six percent (6%) of their actual earnings during the preceding twelve (12) months.
- 11:04** All employees having eleven (11) years or more of service with the Company on the first day of June in any one year, shall receive four (4) weeks vacation with pay at eight percent (8%) of their actual earnings during the preceding twelve (12) months.
- 11:05** All employees having sixteen (16) years or more of service with the Company on the first day of June in any one year, shall receive five (5) weeks vacation with pay at ten percent (10%) of their actual earnings during the preceding twelve (12) months.
- 11:06** All employees having twenty five (25) years or more of service with the Company on the first day of June in any one year, shall receive six weeks vacation with pay at twelve (12%) of their actual earnings during the preceding twelve months.
- 11:07** An employee whose employment with the Company has been served, shall receive with his last pay prior to his departure, vacation pay at the appropriate rate in terms of Clause 11:01 to 11:06, for any period in respect of which he has not already received vacation pay due in accordance with the terms of this agreement.
- 11:08** All employees will receive their vacation pay prior to the vacation period.
- 11:09** In computing an employees actual earnings for vacation purposes, all earnings and benefits considered as earnings or income under the provisions of the Income Tax Act will be included.

ARTICLE XII – GRIEVANCE PROCEDURE

- 12:01** The parties hereto, shall meet promptly through their authorized representative respectively, to discuss and adjust any dispute and/or grievance, which may arise between parties. Every effort will be exerted mutually to adjust any and all grievances which may arise. There shall be regular meetings between the Company and the Union at intervals of not less than three (3) months. The Bargaining Committee shall consist of four (4) members who shall be selected by the Union. Any dispute or grievance between an employee and the Company shall be dealt with as follows:

STEP NO. 1

The employee/s and the Steward shall forthwith, bring the complaint before the foreman, and give him the opportunity to adjust it.

FAILING SETTLEMENT

STEP NO. 2

The grievance shall be reduced to writing and be presented to the foreman with fifteen (15) working days of the date of it's alleged occurrence. The foreman shall within two (2) working days, state his decision in writing.

FAILING SETTLEMENT

STEP NO. 3

The grievance shall, within two (2) working days of receipt of the foreman's decision, be presented to the Personnel Manager who shall, after such discussion as is necessary with the Steward and one (1) member of the Bargaining Committee (and the grievor, if his presence is requested by either party) render his/her decision within a further two (2) working days.

FAILING SETTLEMENT

STEP NO. 4

The grievance shall within five (5) working days of receipt of the Personnel Manager's Decision, be referred to a meeting between not more than four (4) members of the Bargaining Committee, and not more than three (3) representatives of the Company (and the grievor, if his presence is requested by either party), and the Company shall render a written decision within five (5) working days thereafter. The International Representative of the Union may participate at this step.

12:02

In the event an employee (except a probationary employee) being suspended or discharged in such circumstances as he considers to be in violation of the terms of this Agreement, such suspension or discharge may be dealt with under the Grievance Procedure starting at STEP NO. 4. Any such grievance must be presented at **STEP NO. 4** within a period of five (5) working days of the date of the suspension or discharge.

12:03

a) An employee shall be informed of his right to Union representation when he is called to an interview by a member of Management or Supervision for the purpose of investigating an alleged misconduct. The employee shall, if he desires, be accompanied by his Department Steward, Shop Steward or Officer of the Local Union.

b) If following such investigation, an employee is suspended or given a warning, he shall be given written notice of such suspension or warning within three (3) working days of the offence. A copy of such written notice will be given to the Local Union President.

c) It is understood that an employee having been issued written notice on three (3) consecutive occasions, is subject to further progressive discipline up to and including discharge.

d) However, it is agreed that each written warning shall expire, as a basis of possible suspension or discharge nine (9) months after the date of issue and shall be removed from the employees records.

12:04

The following are typical examples for just cause for disciplinary actions.

1. Violation of Safety Rules.
2. Theft of Company property and that of other employees.
3. Punching other employees time cards.
4. Insubordination.
5. Falsely reporting production.
6. Reporting to work intoxicated or drinking on Company Premises.
7. Disorderly conduct.
8. Lateness without reasonable excuse.
9. Avoidable waste of materials.
10. Defective workmanship and low production.
11. Smoking in forbidden areas.
12. Endangering his life or that of fellow employees.
13. Employees on Sick Benefits/and or Workers Compensation Benefits, **must** keep the Company informed every week as to his/her medical progress.
14. Employees on Sick Benefits/and or Workers Compensation Benefits **must** see a Company Doctor upon the Company's request.
15. Excessive absenteeism above Company rolling average, other than Workers Compensation and/or Sick Benefits, in any twelve (12) month period.
16. Any employee deliberately defrauding Biltrite Industries; division of Biltrite Rubber (1984) Inc.

12:05 Failing settlement under the procedure stipulated in clause 12:01, either party may apply for a single Arbitrator as provided in section 48 of the Ontario Labour Relations Act, or by mutual agreement of the Company and the Union to appoint a Board of Arbitration.

ARTICLE XIII – SENIORITY

13:01 New employees will be considered probationary until they have been employed for sixty (60) working days. Seniority shall be credited as of the date of first entry into the service of the Company.

13:02 Seniority will be on a plant wide basis, it being understood that the intention is to establish a practical basis of seniority which will not require the Company to consider transfer of employees to jobs or positions for which they are obviously not suited or capable.

13:03 In the event of a lay off the following procedure will be observed:

The Union President or his nominee, shall receive a list of employees to be laid off on the Day lay off notice is given to employees effected.

Employees who are to be laid off shall receive five (5) working days notice of lay off.

a) All probationary employees within the plant shall be first laid off.

b) Consideration will be given to the elimination of any overtime being worked.

c) If practical the hours of work, of those employees within the group where lay offs are necessary, will be reduced to not less than forty (40) hours per week for all remaining employees within that group.

d) If after a two (2) week period, further lay offs are necessary, seniority employees in the group where lay offs are necessary, will be laid off on the basis of seniority, provided the employees entitled to remain on the basis of seniority, are willing and capable to do the work which is available.

e) The President, Vice President, Financial Secretary and Recording Secretary of the Local Union shall have preferential seniority for the purposes of layoff and recall from layoff and shall be retained in a position that they are capable of performing.

13:04 In the event of a recall following lay off, the following procedure will be observed:

a) If the hours of work has been decreased, they will be increased to accord as far as possible with the hours or work provisions of this agreement.

b) Employees who have been transferred because of lay off, will be given the opportunity to return to their former positions.

c) Before any new employees are hired, laid off employees shall be recalled. In effecting such recall, consideration will be given to seniority and to the ability, skill and qualification of the laid off employee. The other factors being relatively equal, seniority shall govern.

13:05 During the first week of January and July of each year seniority lists shall be posted in each department of the plant. The Union shall be furnished with a copy of the seniority list.

- 13:06** In case of promotions, demotions and transfers (except temporary transfers of ninety (90) days or any other period agreed to by the parties and promotions to positions excluded from the Bargaining Unit and positions requiring special training or special educational qualifications) due consideration will be given to seniority, individual skill, ability and qualification. This provision shall not apply if the transfer is to fill a temporary vacancy due to illness or accident. All other factors being relatively equal, seniority shall govern to qualified personnel.
- 13:07** For the purpose of giving employees an opportunity to apply for any vacancy that may arise the Company will post the vacancy at a suitable place or places in the plant, for three (3) consecutive days, giving pertinent details. Any employee with seniority wishing to apply for the vacancy shall do so in writing, no later than the following three (3) working days. Applications will be considered in accordance with special training, special educational qualifications, skill and ability.
- 13:08** If an employee suffers serious injury or impairment as a result of his employment with the Company, which results in permanent disability, and he is unable to continue working his own operations, the Company will giving due regard to his seniority, endeavor to place him on a suitable job for which he is qualified and capable. If so placed, seniority may be waived by other employees in a position to displace such employees.
- 13:09** An employee will lose his seniority for the following reasons:
1. Voluntary quitting.
2. Discharge, not reversed through grievance procedure.
3. Absence from work for three (3) consecutive days without notifying the Company. without reasonable excuse acceptable to the Company.
4. Failure to return to work within seven (7) day after having been sent notice of recall by the Company, by registered mail unless a good reason is given for such failure. It is the duty of the employees to notify the Company immediately of any change of address.
5. If laid off for a period of eight (8) consecutive months
6. Failure to return to work on the day specified after authorized written leave of absence.
- 13:10** Any employee presently in, or who has been in what is now the Bargaining Unit, who transfers to a supervisory position or any position of the Bargaining Unit directly connected with the operation of the plant, and who has at least three (3) months service in the Bargaining Unit, or what is now the Bargaining Unit, and returns or transferred to a job within the Bargaining Unit upon reinstatement shall, consistent with his seniority, be placed on his previous or comparable work, provided he is able to do the work. The above provision shall only apply once to any employee. Should an employee transfer to a position outside the Bargaining Unit a second time, they shall lose all bargaining unit seniority.

ARTICLE XIV – LEAVE OF ABSENCE

- 14:01** Seniority shall accumulate during any approved leave of absence.
- 14:02** a) The Company may grant leave of absence without pay, to employees for legitimate personal reasons, including illness, accident or death in the immediate family. Such permission to be in writing specifying the date of returning to work..
- b) Female employees becoming pregnant, shall apply for and the Company shall grant leave of absence. The Company will comply with the Employment Standards Act and E.I. provisions. In addition to the seventeen (17) week pregnancy leave for new mothers, the new law provides each working parent with eighteen (18) weeks of unpaid parental leave of care for newborn and newly adopted children. An employee who is entitled to take pregnancy leave or parental leave cannot be terminated or laid off.

14:03 Employees elected by the Union to attend Union Conferences or Conventions will be granted a leave of absence without pay, but not for more than four (4) employees at any one time for not more than three (3) weeks (except that the Union President shall have an additional five (5) days to attend meetings), provided the operation of the Company shall not be seriously affected by such leaves of absence, and provided further, that not less than seven (7) days notice shall be given in each case.

14:04 An employee shall forfeit all seniority and shall be liable to summary dismissal if a leave of absence is used for a purpose other than that for which it was granted.

14:05 a) Should a bereavement occur in an employees immediate family (husband, wife, child, parent, parent in law, brother, sister, sister in law, brother in law, grandparents) he may request bereavement leave. He shall be granted such time off with pay, as is reasonable under the circumstances, to enable him to look after funeral arrangements or to attend the funeral. The extent of such leave shall be at the discretion of the Company, depending upon the time of bereavement in relation to the employees regular time off, the distance to be traveled by him etc. The general standard of bereavement time off shall be four (4) consecutive week days.

b) Where because of circumstances, the employee is unable to attend the funeral, the employee shall be granted leave of absence with pay for three (3) days. It is understood in all cases, the employee will submit evidence of bereavement.

14:06 JURY DUTY

Any employee who is required to serve on a jury, shall be paid the difference between the amount paid for such service and his hourly earnings for the time lost from his regularly scheduled work, by reasons, of such service subject to the following provisions:

a) Employees must notify their supervisor within twenty four (24) hours of notice of selection for Jury Duty

b) Any employee called for Jury Duty who is temporarily excused from attendance at court, must report to work if reasonable period of time remains to be worked in his shift.

c) Employees selected for Jury Duty who are on other than first shift, shall be assigned to to the first shift for those days they are required to serve as Jurors.

d) In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official, showing the date and time served and the amount of pay received.

ARTICLE XV - MISCELLANEOUS

15:01 The Company agrees to permit the Union to post notices of meetings and other Union business and affairs, on bulletin boards provided by the Company for such purposes.

HEALTH AND SAFETY

15:02 There shall be a Plant Safety Committee consisting of representatives of the Union and representatives of the Company. The Committee shall meet once per month, for the purpose of devising ways and means of eliminating hazards, and to formulate policies for safety in the plant. The Company shall provide proper safety devices and maintain sanitary conditions in the plant, and agrees to insofar as possible to eliminate conditions hazardous to health and welfare of employees

15:03 Management will attempt to employ members of the Bargaining Unit on all jobs that they consider the members are qualified to perform. However in such cases as experimental work, emergencies, installations, major repairs, training of employees etc., contractors will be employed.

- 15:04** Effective December 1, 2002, the Company will provide, once per year: four (4) pair of pants, four (4) short sleeve shirts and four (4) pair long sleeved shirts, to all employees. Clothing must be worn during work hours, and the employee is responsible for keeping them clean. Any replacement of the above will be at the expense of the employee. Parkas and gloves will be provided for employees working outside during the winter months. The Company will provide industrial washer and dryer.
- 15:05** All production employees must wear steel toed safety shoes or boots at all times in the plant. Effective December 1, 2002, the Company will provide up to a maximum of one hundred and thirty dollars (\$130.00), and on December 1, 2003 one hundred and thirty five dollars (\$135.00) upon presentation of a valid receipt to purchase one
- One (1) pair of steel toed shoes or boots per year for all production employees. If boots or shoes are damaged because of working conditions, they may be replaced at the discretion of the Company.
- 15:06** The Company shall list, separately, an employee's rate of pay, regular hours, hours at time and one half (x1.5) and double time (x2) on pay cheques.
- 15:07** The Company to pay the cost of any medical reports required by the Company or the Insurance Company.

ARTICLE XVI – DURATION OF AGREEMENT

- 16:01** The Collective Agreement shall be effective from the first (1) day of December 2002, and shall continue in force until the thirtieth (30) day of November 2005. It shall continue from year to year thereafter unless written notice shall have been given by one party to the other not less than sixty (60) days nor more than ninety (90) days immediately prior to the expiration date or the anniversary date of any subsequent yearly extension that is desired to terminate or to amend the agreement
- 16:02** In the event that such notice is given, the parties shall commence negotiations within fifteen (15) days thereafter, and if such negotiations are not concluded prior to the termination date of this Agreement, it shall be continued in full force and effect thereafter until negotiations have been concluded, subject to cancellation by either party upon thirty (30) days written notice to the other party.

ARTICLE XV11 – WELFARE

- 17:01** The Welfare insurance plans will be continued during the life of this agreement, extensions, or renewals. The Company will pay one hundred percent (100%) of the premiums, and also cover any increase in the cost of the plan during the term of this contract. The plan includes:
- a) Life Insurance – Insured \$40,000.00 in the second year of the agreement.
 - b) Medical and Surgical – OHIP (Ontario Health and Insurance Plan)
 - c) Insurance Company – Health Benefits Group Policy – Paramedical Expense Maximums – coverage for total cost of each visit up to a yearly maximum of five hundred dollars (\$500.00).
 - d) Dental Plan – covers all eligible dependants. Will provide 2002 O.D.A. Schedule of Fees in the first year of the Agreement.
 - e) Eye Glasses – coverage of \$300.00 every two (2) years.
 - f) Drug Plan – The Company will provide a plan either administered by the Company or an Insurance Company with a thirty five cents (0.35) deductible.

17:02 **WEEKLY INDEMNITY**

Covered for the first (1) day in hospital for accident or sickness. Provisions will be made For the third (3) day of illness, effective December 1, 1987.

17:03

RRSP

Starting January 2004, the Company shall match an employee's contributions into an Administered RRSP up to a maximum of the lower of one per cent (1%) of the employee's gross earnings for the previous year or the employee's contribution into the Administered RRSP in the previous year. For eligibility, the employee must contribute to the said Administered RRSP in the year before the Company starts such matching contribution to the above mentioned limit. Contributions to this Administered RRSP shall be locked in.

For clarification purposes, an employee must contribute in the Administered RRSP during the year 2003 in order to be eligible for the matching contribution by the company in 2004. In 2004, the Company will then match the employee's 2003 RRSP contribution to the maximum of the employee's contribution in the plan in 2003 or 1% of the employee's 2003 gross earnings.

Employees who do not contribute to the Administered RRSP in 2003 will not be eligible to the matching contribution in 2004. If such employees start their contribution in 2004, then the Company will start matching the employee's RRSP contribution to the Administered Plan in 2005 subject to the above mentioned limit.

ARTICLE XV111 - WAGES

18:01

WAGES

Commencing December 9, 2002

A general increase of \$0.55 cents per hour to be added to the present rate of all employees.

Commencing December 1, 2003

A general increase of \$0.60 cents per hour to be added to the December 9, 2002, rate.

Commencing December 1, 2004

A general increase of \$0.70 cents per hour to be added to the December 1, 2003, rate of all employees

BANBURY LINE

After an employee has worked on the Banbury Line for over one (1) year, he shall receive a premium of fifteen cents (0.15) per hour.

MAINTENANCE MECHANIC

- | | |
|----------------|--|
| Class A | Is in possession of a current Provincial License. |
| Class B | Has required sufficient knowledge and skills to qualify for the Provincial examinations. |
| Class C | Lacks qualifications for Class "A" or "B" and is considered In training |

ELECTRICIAN

- | | |
|----------------|--|
| Class A | Is in possession of a current Provincial License. |
| Class B | Has required sufficient knowledge and skills to qualify for the Provincial examinations, |
| Class C | Lacks qualifications for Class "A" or "B" and is considered in In training. |


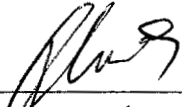
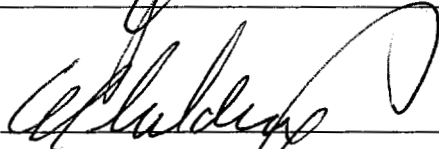


Qualifications to be determined from the Industrial Mechanics Trade Manual.

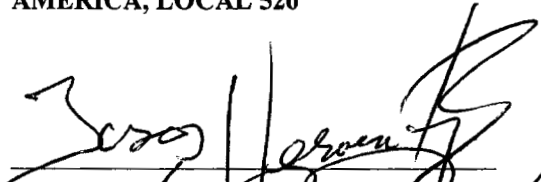

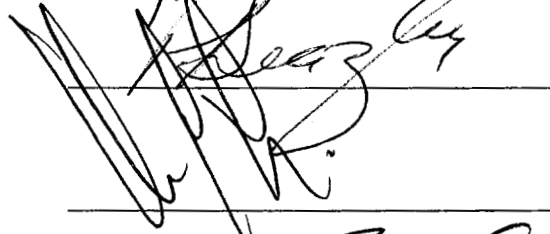

IN WITNESS WHEREOF these presents have been executed by the duly authorized Representatives and officials of the parties this:

28th Day of January ~~2002~~ 2001

FOR: BILTRITE RUBBER (1984) INC.

FOR: UNITED STEELWORKERS OF AMERICA, LOCAL 526

HOURLY RATES

	Present Rate	Dec 9/02 Rate	Dec 1/03 Rate	Dec 1/04 Rate
Leadhand	\$19.11	\$19.66	\$20.26	\$20.96
Calender Lead Hand	\$19.11	\$19.66	\$20.26	\$20.96
Extruder Operator	\$19.11	\$19.66	\$20.26	\$20.96
Banbury Operator	\$18.36	\$18.91	\$19.51	\$20.21
Banbury Millman	\$18.36	\$18.91	\$19.51	\$20.21
Compounder	\$18.36	\$18.91	\$19.51	\$20.21
Banbury Line	\$18.09	\$18.64	\$19.24	\$19.94
Batch Off	\$18.09	\$18.64	\$19.24	\$19.94
Calender Operator	\$18.09	\$18.64	\$19.24	\$19.94
Calender Millman	\$18.09	\$18.64	\$19.24	\$19.94
Windup	\$18.09	\$18.64	\$19.24	\$19.94
Spareman	\$18.09	\$18.64	\$19.24	\$19.94
Sweeper	\$18.09	\$18.64	\$19.24	\$19.94
Oiler & Cleaner	\$18.09	\$18.64	\$19.24	\$19.94
Fork Truck Driver, Shipping/Receiving	\$18.19	\$18.74	\$19.34	\$20.04
Maintenance Mechanic Class "A"	\$21.74	\$22.29	\$22.89	\$23.59
Maintenance Mechanic Class "B"	\$20.74	\$21.29	\$21.89	\$22.59
Maintenance Mechanic Class "C"	\$18.74	\$19.29	\$19.89	\$20.59
Maintenance Electrician Class "A"	\$21.74	\$22.29	\$22.89	\$23.59
Lab Technician	\$18.36	\$18.91	\$19.51	\$20.21
Truck Driver - AZ and DZ	\$20.09	\$20.64	\$21.24	\$21.94
Highway Driving	\$21.09	\$21.64	\$22.24	\$22.94