

Between

DDM PLASTICS INC.

and

THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
LOCAL 2792

DDM PLASTICS INC. COLLECTIVE AGREEMENT

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THIS AGREEMENT, made and entered into the 23 day of Sept., 1996

BY AND BETWEEN:

DDM PLASTICS INC., of Tillsonburg, Ontario (hereinafter called "DDM" or the "Company")

- and -

THE INTERNATIONAL ASSOCIATION OF MACHINISTS and AEROSPACE WORKERS, an association of employees representing the employees of DDM through its Local Lodge Number 2792

(hereinafter called the "Union")

ARTICLE 1: PURPOSE:

- 1.1 The general purpose of this Agreement is to establish and maintain formal relations between DDM and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees in accordance with the provisions of this Agreement, who are subject to the provisions of this Agreement.
- 1.2 It is further recognized by both parties that the Company must be profitable. This can be achieved by maintaining high operational efficiency and productivity, obtaining high quality and low production costs and achieving continuing and ongoing improvement. All employees are encouraged to participate in, but not limited to, the following improvement programmes: Q.C. Circles, 5 "s", Kaizen, and Teian to promote team involvement.

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1.3 It is further recognized and agreed that through its profitability, DDM will be able to provide stable employment; equitable treatment and compensation recognizing the employee's ability and contribution; a pleasant working environment and a safe workplace.

ARTICLE 2: RECOGNITION

- 2.1 DDM Plastics Inc. hereinafter called the "Company" recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Company in the Town of Tillsonburg, County of Oxford, save and except forepersons, persons above the rank of forepersons and, engineers, office and sales staff.
 - (a) Clarity note:
 - i. The term "office staff" includes "Q.A. Technician". "Translator" classification.
 - The term "Engineers" includes "Engineer", "Electronics Engineer", "Paint Facility Engineer", "Engineer Analyst" classifications.
- 2.2 Nothing in this Agreement shall be construed as constituting recognition or acknowledgement by the Company that any work is or may become the exclusive right of any employee or class of employees represented hereunder.

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ARTICLE 3: COLLECTION OF UNION DUES

- 3.1 All employees of the Company covered by this agreement who have successfully completed their probation shall be required to sign a deduction authorization form, provided in appendix "A", in an amount equivalent to the regular monthly Union dues.
- 3.2 In consideration of the deducting and forwarding of Union dues by the Company, the Union agrees to indemnify and save harmless the Company against any claims of liabilities ensuing or resulting from the operation of the check-off provision. The Company agrees to remit the collected union dues on or before the tenth (10th) of the following month.

ARTICLE 4: RESERVATION OF MANAGEMENT RIGHTS

- 4.1 Subject to the provisions of this Agreement, the Union recognizes the right of the Company to hire, promote, demote, transfer, discipline, suspend or discharge for just cause any employee subject always to the right of the employee concerned to lodge a grievance in the manner, and to the extent, herein provided. It is understood and agreed that the release or termination of a probationary employee during the probationary period on matters related to the job and/or the employee's performance shall be deemed for "just cause" and that said release shall not be the subject matter of the progressive discipline process and/or of a grievance.
- 4.2 The Union recognizes the right of the Company to operate and manage its business in all

respects in accordance with its commitments and responsibilities, and that the location of its plants, the products to be manufactured, the schedules of production and distribution, the methods, processes and means of manufacturing are solely the responsibility of the Company. The Company also has the right to maintain order, discipline and efficiency.

- 4.3 The Company has the right to make and alter from time to time, rules and regulations to be observed by the employees which shall not be inconsistent with the provisions of this Agreement.
 - (a) Without restricting or limiting the generality of the foregoing, the Employer retains all rights and responsibilities of management not specifically relinquished or modified by this Agreement.

ARTICLE 5: EXPRESS WAIVER

- 5.1 The parties agreethat this Agreement constitutes the entire contract between them governing the rates of pay and working conditions of employees in the bargaining unit during the term hereof, and settles all demands by the parties during negotiations.
- 5.2 Accordingly, the parties each expressly waives the right during the term of this Agreement to demand, discuss or negotiate upon any subject without the consent of the other party.
- 5.3 This section shall not limit the use of the grievance and arbitration procedures of this Collective Agreement. Differences over rates for new jobs arising during the life of the contract

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may be processed through the grievance and arbitration procedure.

ARTICLE 6: RELATIONSHIP

- 6.1 The terms of this Agreement and ifs conditions will apply equally to all employees who are subject to the provisions thereof.
- 6.2 The Company and the Union recognize their respective responsibilities relating to hiring, promoting, advancing, assigning to jobs, or with respect to any other term or condition of employment and will not discriminate against any employee because of membership or non-membership in the Union or for participating in legitimate recognized Union activity, age, sex, race, creed, colour, marital status, national origin, family status, handicap, ancestry, ethnic origin, citizenship, or sexual orientation.
- 6.3 The Union agrees there will be no Union activity on Company time, and no meetings on the Company premises except with the permission of the Company.
- 6.4 Where there is an application of the masculine or feminine pronoun the term "his/her" shall apply.

ARTICLE 7: NO STRIKES OR LOCKOUTS

7.1 The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively, concertedly or individually engage in or participate, directly or indirectly, in any strike, slowdown, work stoppage, boycott, or any other unlawful acts that interfere

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with the Company's operations or the production or sales of its products during the term of this Agreement: and the Company agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement. The Company retains the right to discipline or discharge any employee who violates this provision.

ARTICLE 8: REPRESENTATION

- 8.1 The Company acknowledges the right of the Union to appoint or otherwise select an Executive Committee, a Grievance Committee, and a Plant Negotiating Committee as outlined in this Article and the Union shall notifythe Company in writing of all members of these committees. The Company shall not be required to recognize any committee member where the Union has failed to provide such notification.
 - (a) The Union will appoint an Executive Committee composed of six (6) employees who shall be the President, Vice President, Recording Secretary, Secretary/Treasurer, Chief Steward and JHSC.
 - (b) The Union will appoint nine (9)
 Committee persons for purposes of administering and resolving grievances.
 Committeemen will be distributed three (3) per shift on days, afternoons, and midnights. However, when meeting with the Grievance Committee the Company will not be required to meet with more than three (3) Committeemen at any one time.

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- (C) For the purpose of negotiating the Collective Agreement, the Company will recognize a Committee to be composed of five (5) members, one of whom shall be the Union President.
- 8.2 The Union recognizes and agrees that
 Committeemen have regular duties to perform
 in connection with their employment, and only
 such time as is reasonably necessary will be
 consumed by such persons during working hours
 in order to attend to the business of administering
 this Agreement. It is understood and agreed
 that Committeemen will be paid for time spent
 processing grievances provided:
 - (a) Such time relates togrievance meetings. (Not including arbitration)
 - (b) Such meetings are held between Union and Management.
 - (c) The time so spent pertains to the normal hours of work of the Committeemen's own shift.
- 8.3 Before leaving his/her regular Company duties, a Committee person must obtain permission from his/her Supervisor/Foreman to do so. He shall also report to the Supervisor/Foreman of any department he thinks it necessary to visit, stating his/her reasons for so doing, and securing permission before entering. Permission will not be unreasonably withheld in either instance. When resuming his/her regular duties, he shall report to his/her Supervisor/Foreman.

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- D.4 The Company agrees to provide, no later than July 31, 1994, an office for the Union's exclusive use. All furnishings and other office equipment will be supplied by the Union. Telephone, telephone installation, and telephone charges will be the responsibility of the Union.
- 8.5 The Union President and the Chief Steward shall be assigned a permanent day shift during their term of office.

ARTICLE 9: GRIEVANCE PROCEDURE

9.1 A grievance shall be defined where a difference arises between the parties relating to the interpretations, application or administration of this Agreement, including any questions as to whether a matter is arbitrable.

9.2 STEP NUMBER 1

Before any matter can be considered a grievance in keeping with the provisions of the grievance procedure, the matter will firstly be discussed between the employee and his/her immediate supervisor, who was the griever's immediate supervisor relative to the alleged incident in an attempt to resolve the concern. The employee shall receive a written reply of the concern within two (2) working days from the discussion. A Steward may be present if the employee so requests.

9.3 STEP NUMBER 2

Before any matter can be considered agrievance in keeping with the provisions of the grievance procedure, it shall be reduced to writing on a duplicate grievance form supplied by the company citing the Article believed to be violated and the

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settlement requested signed by the employee and Committee person and submitted to the employee's Department Managerwithin ten (10) working days of the occurrence of the event on which the grievance is based. The Department Manager and the manager of Human Resources will within three (3) working days, meet with the employee and his/her Committee person. Following this the Department Manager will give his /her answer, in writing to the employee, within three (3) working days.

9.4 STEP NUMBER 3

If the grievance is not settled as outlined above, within three (3) working days it may be referred to the Senior Manufacturing Manager. Within three (3) working days of the receipt of thegrievance the Senior Manufacturing Manager and the manager of Human Resources shall discuss the grievance with the Committee person and the Chief Steward or the President of the Local. Within a further period of three (3) working days after the close of the discussion, the Senior Manufacturing Manager shall render his/her written disposition of the grievance.

9.5 STEP NUMBER 4

If the grievance is not settled in the previous step to the griever's satisfaction, the matter may be referred to the Plant Committee who may appeal it to the Vice-President of General Affairs or his/her designated representative, by giving written notice of such appeal within three (3) working days after the receipt of the answer of the Senior Manufacturing Manager. Within a period of four (4) working days after the receipt of such appeal, the Vice-President of General

Affairs, Plant Manager, and the manager of Human Resources shall discuss the grievance with the Plant Grievance Committee and shall give written answer to the grievance within ten (10) working days after the close of the discussion. The Local shall be assisted, whenever possible, at the meeting by the International Business Representative or his/her designate.

9.6 POLICY GRIEVANCE

The Company will recognize as a policy grievance a matter involving interpretations or application of the terms and provisions of the Agreement which could not otherwise be processed as an individual grievance. Such a grievance will be dealt with betweenthe Plant Grievance Committee, the Vice-President, General Affairs, the Plant Manager, and the manager of Human Resources, at step four (4) who will answer in writing within ten (10) working days after the close of the discussion. If the grievance is not settled to the Union's satisfaction, it shall be referred to the arbitration procedure within three (3) days. The Local shall, whenever possible, be assisted at the meeting by the International Business Representative or his/her designate.

9.7 TIME LIMITS

Time limits mentioned in steps one (1) to four (4) may be extended by mutual consent in writing between the Company and the Union which consent shall not be unreasonably withheld.

9.8 No grievance will be considered if more than ten (10) working days have elapsed since the occurrence of the event on which the grievance is based became known, or should have become known to the aggrieved and/or Union with the exercise of reasonable attention.

9.9 Any grievance not responded to in accordance to set time limits, from STEP to STEP, is automatically deemed to move to the next STEP as of the day following the last date on which the grievance should have been responded to, unless otherwise agreed to.

9.10 GENERAL

Upon request by the Committee person, the immediate Supervisor will provide a suitable place for the discussion of a grievance between the Committee person and the employee or employees involved.

9.11 All grievance referred to the next higher level of the Grievance Procedure will be accompanied by a statement explaining the reason behind the appealing parties position.

ARTICLE 10: ARBITRATION

10.1 Any grievance that has been properly processed through the grievance procedure and has not been resolved may be referred to arbitration by notifying the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the

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recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within the time limited, theappointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is not majority the decision of the chairman governs.

- 10.2 The Arbitration Board shall not have jurisdiction to alter, modify, add to, delete from, or change any of the provisions of this Agreement, and shall make a decision within the terms of the submission to arbitration.
- 10.3 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board, if any.
- 10.4 No grievance shall beconsidered by the Arbitration Board unless it has been properly carried through all the previous steps of the Grievance Procedure.
- 10.5 No person shall be selected as an Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

- 11.1 A copy of all disciplinary action which results in a written reprimand or loss of time will be given to the Union representative in attendance when the disciplinary action is given to the employee. If it is necessary to take such disciplinary action by mail, the Union President or his/her designate will be provided with a copy of the mailed letter on the day if is mailed to the employee. The use of records of conversation to record a conversation between a foreman and an employee shall not constitute disciplinary action under the above paragraph. Employees will be informed of the written record and it shall be available to the employee upon request.
- 11.2 The aforesaid written record will be provided to the employee for review by the Manager of Human Resources or his/her designate at a mutually agreeable time.
- 11.3 A claim by an employee who has completed his/ her probationary period that has been discharged or suspended without just cause the employee may within five (5) working days after discharge or suspension file a grievance in writing at step three (3) of the grievance procedure.
- 11.4 If the employee's claim is found to be justified, then he/she shall be reinstated in his/her employment with such compensation for lost time at his/her regular rate of pay and benefits with no loss of seniority rights or any other agreement that is seen just and equitable by the parties.

11.5 Where an employee is being formally disciplined he/she shall be accompanied by a Grievance Committee person.

11.6 No Smoking

Where an employee is found engaged in smoking activities in the designated "RESTRICTED NO SMOKING" area the Union and the Company agree that the appropriate disciplinary penalty is dismissal and the said employee shall be forthwith dismissed.

- (a) Save and accept for expressly designated smoking areas, the plant is deemed non-smoking.
- (b) It is understood and agreed that an employee may challenge by grievance and/or arbitration whether or not the alleged infraction took place however, the employee shall not be entitled to challenge the dismissal where the alleged incident is not challenged and/or confirmed through the grievance or arbitration process.
- 11.7 In determining the penalty to be imposed, the Company will not be entitled to rely on any discipline that was issued or any disciplinary action that was taken more than two (2) years prior to the incident that is presently under consideration, provided that a period of two (2) years has elapsed from any previous disciplinary action during which time the employee has not been disciplined.

ARTICLE 12: SENIORITY, LAYOFF, RECALL AND TRANSFERS

12.1 GENERAL

Each of the parties hereto recognizes that employees within the bargaining unit are entitled to an equitable measure of security based upon length of service with the Company.

12.2 It is agreed that in the event of any increase or decrease in the number of employees due to business conditions, employees with seniority shall be laid off or recalled on the basis of seniority insofaras isconsistent with the efficiency of operations.

12.3 Seniority Lists:

(a) Seniority lists will be revised and posted every three (3) months. Whenever two (2) or more employees begin to work on the same day their placement on the seniority list will bedetermined according to the alphabetical order by surname.

12.4 Loss of Seniority:

- (a) An employee shall lose his/her seniority standing and shall be deemed no longer an employee of the Company, and his/her name shall be removed from all seniority lists for any of the following reasons:
- (i) If the employee voluntarily quits his/ her employment with the Company.
- (ii) If the employee is discharged and is not reinstated by the grievance procedure.

- (iii) If a period of two (2) years has elapsed since the day of layoff.
- (iv) If the employee has been laid off and fails to return to work within three (3) working days after he/she has been notified to do so by the Company, by way of Registered Mail addressed to the last address on record with the Company. It is the employee's responsibility at all times to keep the Company informed of his/her correct home address.
- (V) If the employee overstays a leave of absence granted by the Company without securing an extension of such leave.
- (vi) If the employee is absent from work without notifying the company for three(3) consecutive working days.

12.5 Super Seniority:

For the purpose of layoff only, recognized Union Executive Members of the Plant Committee, Plant Committee Chairperson, including three (3) Union Stewards, one (1) per shift and one (1) Member of the Joint Health and Safety Committee will be retained in their service of the Company in their current classification on their current shift during their respective terms of office provided the Committee members have the skill and present ability to perform the duties required and there is work available in that classification.

12.6 Layoffs:

- (a) The Company agrees, whenever practical, to inform the Union President in writing one (1) day in advance of all layoffs.
- (b) In the case of a temporary curtailment (defined as layoff lasting five (5) working days or less), employees affected need not be considered for transfer to other departments.
- (c) Where it is necessary to layoff employees in a particular classification the following procedure will apply:
 - (i) Employees who have not attained job rate within their classification (i.e. "trainees") will be laid off first on the basis of their plant wide seniority as between two or more "trainees".
 - (ii) Thereafterthe remaining employees within the classification who have attained job rate will be laid off on the basis of their plant wide seniority.
 - (iii) Employees who have been so laid off from their classification will be permitted to displace employees throughout the bargaining unit in any other classification on the basis of their plant wide seniority, and their previous occupational experience of record, and their present ability to perform the work. The foregoing eligibility standard for lay off shall not apply to the attendant classification.

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- (iv) In lieu of displacement the employee may elect layoff provided such election is made at the time the employee was first entitled to exercise displacement rights.
- (v) Employees in the entry level classification declared surplus, or deemed surplus by way of displacement, shall be laid off on the basis of plant wide seniority.

12.7 Recalls

- (a) Employees who are being recalled to their classification and who are working elsewhere in the bargaining unit, and employees who are laid off from their classification and elected layoff in lieu of displacement rights, shall be recalled to that classification in the reverse order of layoff.
- (b) Employees being recalled from layoff (i.e. unemployed by the Company) shall be recalled to the first available position in the reverse order of layoff provided the employees recalled have the present ability to perform the work to which he/ she is being recalled. The foregoing eligibility standard for recall shall not apply to the attendant classification.

12.8 Transfers:

(a) An employee going from one classification to another shall be given a rate of pay within the rate range in accordance with his/her previous experience and qualifications. (b) An employee who is transferred to a position not subject to the terms of this Agreement shall retain his/her seniority up to thirty (30) days after the date of transfer to the position outside this Agreement. If he/she is transferred back to the bargaining unit, seniority will continue from the date of transfer back to this bargaining unit.

Employees transferred to a position outside the Collective Agreement prior to December 15, 1993 shall haveseniority accumulated up to the signing date of that Collective Agreement.

ARTICLE 13: PROBATIONARY EMPLOYEES

- 13.1 Employees will be regarded as probationary employees for the first sixty (60) days worked of their employment and shall have no seniority standing until the completion of the sixty (60) days worked. During this period, the Company will be the sole judge of their ability and suitability for employment, and the release or termination at the Company's discretion during the probationary period on matters related to the job and or the employee's performance is deemed to be "for just cause". Upon completion of the probationary period, seniority will start from the first date of hiring, and the employee's name will appear on the seniority list in order of the respective dates of hire.
- 13.2 In recognition that the release or termination of a probationary employee is for just cause, the probationary employee so released or terminated shall not be permitted to claim a violation of any

specificor implied term of the Collective Agreement for the purpose of providing jurisdiction to a board of arbitration to review the merits of his/her termination.

ARTICLE 14: LEAVES OF ABSENCE

14.1 General

Leaves of absence will be granted at the discretion of the Company giving due consideration to the needs of the employees. Leaves of absence will not be unreasonably withheld.

14.2 Personal Leave

The Company may grant a personal leave of absence for legitimate personal reasons. Seniority on personal leaves will accumulate for a maximum of sixty (60) calendar days.

- 14.3 Employees who apply for a personal leave of absence shall do so in writing. The Company will reply in writing to the application for such leave within two (2) weeks of request or within six (6) weeks of the start of the leave whichever is later.
- 14.4 No such leaves for personal reasons will be authorized for more than two (2) months.

14.5 Medical Leave

Leaves for non-occupational medical reasons, or for industrial injury will be granted up to two (2) years. Employees granted such leaves will accumulate seniority during the leave of absence.

14.6 Pregnancy/Parental Leave

Employees, will upon request be granted a leave of absence without pay, for Pregnancy, and Parental leave subject to the Employment Standard's Act, and the appropriate authorization from a physician, where applicable.

14.7 Union Leave

The Company shall grant a leave of absence or time off without pay to duly authorized Committeemen for the proper transaction of Union Business pertaining to Local 2792 inclusive of training of Union and Safety members. In case of a request for time off the Union will notify the Company in writing as soon as it is aware time off is required with a minimum of three (3) days notice. The combined total maximum of one hundred (100) working days per year exclusive of negotiating days and days used to prepare for negotiations up to but not inclusive of conciliation or any days following conciliation for all persons requesting such leaves will be considered provided no more than three (3) Committeemen are off at one time and no more than one (1) Committeeperson is absent from a department and shift at one time.

14.8 The Company will grant a leave of absence to not more than one employee at any one time, to serve a full time Position with the Union or an affiliated body. Such leave shall be requested by the Union in writing and shall be for a period of up to four (4) years. However, during this time seniority will accumulate. Failure to return to work at the end of such leave will result in termination of employment with the Company.

- The Company will grant a paid leave (a) of absence to a maximum of three (3) employees who are volunteer fire-fighters for such time as is necessary to attend at emergency calls. The employee shall advise the company in advance with respect to training. The employee is required to provide documentation from an authorized official with respect to membership and times and dates of required training. Advance notice shall not be necessary in the case of emergency calls providedthat reasonable evidence of the necessity of the absence be provided to the Company upon request.
- (b) A maximum of one (1) employee per classification per day will be granted an unpaid leave of absence for the purpose of training.

ARTICLE 15: JURY DUTY

15.1 An employee who is working and who is on the seniority list and who is called for service on a court jury or subpoenaed to appear as a witness where the employee is not party to the action shall be entitled to receive from the Company, the difference between what he/she receives as pay for jury service or as a witness and what he/she would have received from the Company for one (1) full regular shift providing the employee submits written proof that he/she attended and the amount of payment he/she received. It is understood and agreed that an employee so called to provide service shall be scheduled on the day shift for the duration of the proceedings

that require his/her attendance. The employee will request time off immediately after receipt of notification if there is a requirement to attend at which time he/she will provide proof of said notification.

ARTICLE 16: BEREAVEMENT

- 16.1 In the event of a death of a member of their immediate family, employees will be allowed necessary time off, up to three (3) days (Monday to Friday), with pay at their regular straight time rate for days they are forced to miss that fall within the period starting no earlier than the day of death and ending with no later than the day following the day of the funeral.
 - (a) For the purpose of this clause, immediate family is one of the following: spouse, including common law spouse, daughter, son, father, mother, step-parent, sister, brother, father-in-law, mother-in-law, brother and sister of spouse, grandchildren, stepchildren, grandparents, step-grandparents or spouses grandparents.
- 16.2 Only employees who have passed their probationary period will qualify for bereavement pay.
- 16.3 Notwithstanding the above, where internment of adeceased member of an employee's immediate family is delayed, the employer may elect to defer up to two (2) of the three (3) bereavement days, that the employee would otherwise be entitled to take off, in order to attend at the internment.

ARTICLE 17: HOURS OF WORK

17.1 (a) Effective August 1, 1996

The normal business hours of work shall be from 10:45 p.m. to 7:15 a.m. for the night shift; from 6:45 a.m. to 3:15 p.m. for day shift; from 2:45 p.m. to 11 :15 p.m. for afternoon shift.

(b) Effective September 30, 1996

The normal business hours of work shall be from 11:00 p.m. to 7:00 a.m. for the night shift; from 7:00 a.m. to 3:00 p.m. for day shift; from 3:00 p.m. to 11:00 p.m. for afternoon shift.

- 17.2 It is a requirement that all employees shall be at their respective work stations and ready to work by start of shift and shall remain so until the end of shift unless otherwise directed.
- 17.3 It is understood that job requirements may make it necessary to work hours other than noted above. Notwithstanding the above, it is understood that the paragraph above (17.1) sets out the normal hours of work for employees covered by this Agreement and is intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day or work per week or working schedules or a limitation upon the scheduling of employees for work.
- 17.4 (a) Effective August 1, 1996 for purposes of clarification, employees shall be entitled to one half hour paid lunch and one 15 minute scheduled break.
 - (b) Effective September 30, 1996 (a) above shall be replaced with the following; Employees shall be entitled to:

- (i) one half (1/2) hour paid lunch;
- (ii) one (1) fifteen (15) minute paid break in the first half of a full shift;

ARTICLE 18: OVERTIME AND PREMIUM TIME

18.1 OVERTIME

- (a) Effective August 1, 1996, time and one half shall be paid for all hours worked in excess of eight (8) hours per day.
- (b) Effective September 30, 1996, time and one half shall be paid for all hours worked in excess of seven and one half (7 1/2) hours per day.

18.2 PREMIUM TIME

- (a) Effective August 1, 1996, time and one half shall be paid for all hours worked on Saturday up to 11:15 p.m. Double time shall be paid for the time worked from 11: 15 p.m. Saturday to 10:45 p.m. Sunday. Employees who are off during the regularly scheduled work week will not be considered for Saturday or Sunday overtime work unless all others have declined overtime. The Company will advise the employees concerned of weekend overtime on the previous Thursday, whenever possible.
- (b) Effective September 30, 1996, time and one half shall be paid for all hours worked on Saturday up to 11:00 p.m. Double time shall be paid for the time worked from 11:00 p.m. Saturday up to 11:00 p.m. Sunday. Employees who are off during the regularly

scheduled work week will not be considered for Saturday or Sunday overtime work unless all others have declined overtime. The Company will advise the employees concerned of weekend overtime on the previous Thursday, whenever possible.

18.3 DISTRIBUTION OF OVERTIME

(a) Overtime shall as far as possible be evenly distributed among the employees capable of doing the work involved, in their respective job classifications, on their respective shift. In order to ensure even distribution of overtime, the opportunity to work overtime shall be offered on a rotational basis. Furthermore where an employee declines a request for overtime through the rotation, the amount of overtime so declined shall be charged as overtime worked against that employee.

Where the request for overtime through the rotational system is declined by all employees, the Company shall have the right to require overtime commencing with the least senior employee.

- (b) Where the records show an unequal distribution of overtime, the said unequal distribution of overtime will be adjusted by offering the available overtime to the employee with the least amount.
- (c) It is intended that employees with in a classification, within a shift should not show an imbalance in excess of twenty-four (24) hours. It is understood that employees would not be required to work a double shift.
- (d) Employees away from work when overtime is

being established and/or worked, will be charged with the opportunity to work, equal to the employees within the classification and within the shift who accumulated the highest number of overtime hours during the period of his/her absence provided he/she would have had the opportunity to work the overtime had he/she been at work.

18.4 GENERAL

- (a) Employees entering a classification through new hire, transfer, job posting, returning from a non-occupational medical or industrial leave, will be charged with overtime hours equal to the mean of the hours spread of the employees presently within the classification and shift.
- (b) Employees overtime hours will be updated on a daily basis and made available on a daily basis for review by the employees.
- (c) It is agreed that employees will work overtime necessitated by customer demands and work scheduled, as such is determined by the Company.
- (d) For clarification, there shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premiums.
- (e) Where an employee is required to work a minimum of two (2) hours overtime at the end of their scheduled shift, the employee shall be provided a ten (10) minute paid break. Said break will occur at the beginning of the overtime requested.

ARTICLE 19: REPORTING FOR WORK ALLOWANCE

19.1 Employees reporting for work at their scheduled

- starting time and do not work four (4) full hours because of lack of work, will receive four (4) hours pay.
- 19.2 However, in the case of a major disruption such as fire, flood, boiler failures, electrical power failure, labour disputes, acts of God and other circumstances beyond the control of the Company, the Company will not be obligated for the payment of Reporting to Work Allowance.

ARTICLE 20: CALL BACK PAY

- 20.1 An employee who is called back to work to perform work after leaving the Company property on the completion of his/her regular shift, or called in on an unscheduled work day, shall be paid a minimum of four (4) hours at applicable overtime rates. Employees called back to work under this section shall be permitted to leave the plant immediately upon completion of the work for which they were called in; and shall be entitled to the four (4) hours at overtime rates if their task is completed before the four (4) hours are up.
 - (a) This clause shall not apply to situations where an employee is required to start earlier than the normal starting time of his/ her shift.

ARTICLE 21: SHIFT ALLOWANCE

21.1 Where shift work is involved, the Company will pay additional compensation to those employees on the following basis:

Contract Year Afternoon Shift (per hour) Midnight Shift (per hour) August 1/96 to July 31/99

Forty Cents (.40) Fifty-five Cents (55)

21.2 The particular shift premium shall be paid to the employee for the actual shift the employee worked. A shift belongs to the day in which the majority of the hours fall.

ARTICLE 22: JOB POSTINGS AND VACANCIES

22.1 Job Postings

- (a) Except as noted in clause (m) hereinafter, the Company agrees that in the case of a permanent vacancy a notice will be placed on the plant bulletin board for a forty-eight (48) hour period, describing the vacancy and the essential qualifications required of applicants for the position.
- (b) The Company agrees to provide the Union with a copy of the posting and further agrees to advise the Union of the number of applicants and the name of the successful applicant.
- (c) Vacancies and Transfers
 - Vacancy and transfer selection for posted positions will be based on skill, present ability, experience and related qualifications.
 - ii. Seniority

Where the factors in (i) are relatively equal the most seniorapplicant will be considered the successful bidder.

(d) The successful applicant will be allowed ten (10) working days to demonstrate the present ability to perform the job and/or to disqualify himself. If he/she fails to so demonstrate a present ability or disqualifies himself within the said ten (10) working day period, he/she will be allowed to return to his/her former position.

- (e) The successful bidder will receive the rate of pay for the open job on the date he/she begins the job except when the employee is requested to remain on his/her present job.
- (f) The Company may delay the transfer of the successful applicant for legitimate business reasons provided such delay in transfer does not exceed thirty (30) working days.
- (g) An applicant selected by this Article whether successful or not will not be allowed to bid on any other posting for a period of six (6) months from the date on which he/she was selected to the position.
- (h) Where the applicant is placed in the position by the posting procedure and is unable to perform the work and is removed from the position within sixty (60) days of the date of the posting, the vacancy created will be filled by the next qualified bidder of the original posting, and, where applicable, the foregoing will be repeated until the list be exhausted.
- (i) Where there are no applicants or where the Company declares that all of the applicants are unqualified and/or unsuccessful the Company may fill the position in any manner it so chooses.
- (j) In order to be eligible to use the posting procedure, an employee must have completed his/her probationary period and must be available to accept the position at the time he/she submitted his/her application.

- (k) A successful applicant will progress through the rates as outlined in schedule "A".
- (I) The successful applicants name, and the number of applicants shall be posted on the same bulletin boards as the posting.
- (m) This Article shall not apply to:
 - Entry level "Attendant" classification. In such instances the Company will be allowed to fill the vacancy by shift preference selection as defined in Article 23.
 - ii. Temporary vacancies arising from leaves of absence including daily absences, vacations, and absences due to compensable injuries, where employees are provided a right of return pursuant to the provisions of the Workers Compensation Act. In such cases the Company will have the right to fill the temporary vacancy by way of temporary assignment.
 - iii. Temporary vacancies arising in circumstances as defined in (m) ii shall be for a period no longer than thirty (30) working days at any one time. After the expiration of the initial thirty (30) working days the Company may extend the temporary transfer for additional intervals of thirty (30) days at a time so long as the conditions which give rise to the initial thirty (30) day temporary transfer continue to exist. The union will be advised of any extension of the initial temporary transfer.
 - iv. Any experience gained during the temporary transfer shall not be relied upon by either

party or the employee for the purpose of evaluating job posting or with respect to any grievance claim.

ARTICLE 23: SHIFT PREFERENCE

- 23.1 The Company will continue to recognize the fixed shift assignment programme per Article 17.1.
- 23.2 The Company will make available a shift preference form to all employees in all classifications except trainees.
- 23.3 Employees interested in being considered for a different shift within the classification shall complete the form indicating the shift preferred.
- 23.4 Where it is necessary to increase the total number of "Attendants" in a department notwithstanding Article 22, the positions will be filled by applying the shift preference process as follows:
 - (a) Selection among all such applicants shall be based on a plant wide seniority basis; and (b) The initial positions will be filled by shift preference requests from "Attendants" on a plant wide basis; and
 - (b) The initial positions will be filled by shift preference requests from "Attendants" on a plant wide basis; and
 - (c) Thereafter the immediate resulting vacant positions will be filled by shift preference requests; and
 - (d) Thereafter the resulting vacant positions will be filled a the Company's discretion.

- 23.5 The chosen employee will be expected to accept the move when offered or forfeit his/her preference rights for a six month period.
- 23.6 Employees shall not be allowed to move by the shift preference system within six (6) months of the last move.
- 23.7 In the case of compulsory shift changes, the affected employees will be given a minimum one (1) week notice of the shift change except in cases where the changes are due to circumstances beyond control of the Company.

ARTICLE 24: REALIGNMENT

- 24.1 When the Company requires additional employees on a particular shift in a particular classification and proposes to achieve this by moving an employee(s) from another shift, the following procedure will apply:
 - (a) The employee(s) in the said classification who have completed a shift preference form in accordance with Article 23.3 for the particular shift where the additional employee(s) are required, shall be considered firstly:
 - (b) Selection among such applicants excepttrainees shall be based on a "plant wide" seniority basis;
 - (c) If there is an insufficient number of eligible applicants or no eligible applicants, the Company may assign the employee(s) in the classification with the least seniority who are employed in the other-shift where the surplus exists to the shift where the additional employee(s) are needed.
 - (d) The employer shall give effect to the employee(s)

- request per clause (a) above provided there remains a sufficient number of employee(s) to perform the work without loss of efficiency in each classification on each shift.
- (e) Trainees shall be transferred at the discretion of the Company in order to ensure that trainees will have the maximum opportunity to be trained on different job functions provided said transfers do not effect the efficiency of operations.
- 24.2 In the case of compulsory re-alignment(s), the affected employees will be given a minimum one (1) week notice of the re-alignments(s) except in cases where the re-alignments(s) are due to circumstances beyond control of the Company.

ARTICLE 25: HOLIDAYS

25.1 The Company agrees that the following holidays will be celebrated on the days listed below:

August 1, 1996 to July 31, 1997

Civic Holiday	August 5, 1996
Labour Day	September 2, 1996
Thanksgiving Day	October 14, 1996
Christmas Eve	December 24, 1996
Christmas Day	December 25, 1996
Boxing Day	December 26, 1996
Floater Day	December 31, 1996
New Year's Day	January 1, 1997
Good Friday	March 28, 1997
Victoria Day	May 19, 1997
in Lieu of Canada Day	June 30, 1997
Personal Day	

Civic Holiday	T.B.D.
Labour Day	September 1, 1997
Thanksgiving Day	October 13, 1997
Christmas Eve	December 24, 1997
Christmas Day	December 25, 1997
Boxing Day	December 26, 1997
Floater Day	December 31, 1997
New Year's Day	January 1, 1998
Good Friday	April 10, 1998
Victoria Day	May 18, 1998
In Lieu of Canada Day	July 3, 1998
Personal Day	

August 1, 1996 to July 31, 1999

Civic Holiday	T.B.D.
Labour Day	September 7, 1998
Thanksgiving Day	October 12, 1998
Christmas Eve	December 24, 1998
Christmas Day	December 25, 1998
In Lieu of Boxing Day	December 30, 1998
Floater Day	December 31, 1998
New Year's Day	January 1, 1999
Good Friday	April 2, 1999
Victoria Day	May 24, 1999
Canada Day	T.B.D.
Personal Day	

25.2 Employees must request time off for their Personal Day by applying to their Supervisor in writing at least 2 (two) weeks in advance. The Supervisor will reply within forty-eight (48) hours of receipt of the request. Time off will be granted subject to production requirements and in the case of employees applying at the same time for the same day off the employee's seniority will be considered.

- 25.3 When the holidays listed above are not worked, the Company will pay to every full time employee who has attained seniority the regularly scheduled hours for the hourly rate employees at the straighttime hourly rates for that holiday, provided, however:
 - (a) That the employee shall have worked on the scheduled working day before such holiday and on the scheduled working day after such holiday, or be either on vacation, industrial, medical, union, or personal leave, provided such leave commenced no longer than two (2) weeks prior to a paid holiday. For purposes of holiday pay eligibility only, Saturday and Sunday will not be considered a scheduled day of work.
 - (b) The employee who is absent for the following reasons on his/her scheduled working day before, or his/her scheduled working day after a paid holiday, or both, or any part thereof, shall qualify for holiday pay in the case of:
 - (i) Time off is in keeping with the provisions of the "Bereavement" Clause.
 - (ii) In case of sickness verified by a physician, the company reserves the right to secure from the employee a signed physician's statement, stating nature of illness and name of physician consulted. Any costs associated with the obtaining of this statement will be the responsibility of the employee.

- (iii) Any other unavoidable absence not for the purpose extending the holiday and which is supported by substantial proof.
- 25.4 If misrepresentations are made concerning holiday pay eligibility qualifications, the employee will be subject to disciplinary action up to and including discharge from the Company.
- 25.5 Holiday pay shall not be paid if the employee has quit, has beendischarged and not reinstated, in accordancewith the provisions of the grievance and arbitration procedure of this Collective Agreement.
- 25.6 Such holiday pay will be paid if the holiday falls on Saturday or Sunday. However, the company reserves the right to celebrate the holiday on the preceding Friday or the following Monday.
- 25.7 That in the event an employee is required to work on said holiday, he/she will receive a rate of time and one half plus the holiday pay. The employee may also elect one day off in lieu of the holiday pay. The resulting lieu day must be taken within sixty (60) calendar days following the said holiday and cannot accumulate to exceed two (2) lieu days. All lieu days must also be taken within the same contract year as the holiday.
- 25.8 Those employees who may be scheduled to work on any such holiday, but fail to perform such work, may receive no compensation for that holiday. While it is understood that the Company does not expect work on holidays, the Company reserves the right to require

- emergency work. The same qualifications as in item 25.3 (b) (i) would apply if an employee is unable to work after agreeing to do so.
- 25.9 The total of any time lost on the scheduled day before and/or the scheduled day after a holiday shall be deducted from the hours for holiday pay.
- 25.10 Consistent with the provisions of item 25.3 (b) (i) above, whenever two (2) or more holidays occur in succession, an employee who is absent on either the scheduled working day before or the scheduled working day after such holidays, shall receive holiday pay for only one-half the number of holidays.
- 25.11 When a statutory holiday occurs during an employee's annual vacation the employee shall be entitled to one (1) extra day as vacation with pay for each such holiday that may occur.

ARTICLE 26: VACATIONS

- 26.1 The Company shall give to each employee vacation pay in an amount equal to the amount indicated in this Article. Vacation is calculated on a yearly basis, from July 1st to June 30th, and the length of vacation as well as the vacation pay is based on the employee's service as follows:
 - (a) The Company will provide vacation pay of four percent (4%) of earnings to all employees with less than one (1) year of service with the Company as of July 1st of the vacation year.

- (b) The Company will provide two (2) weeks of vacation pay equal to four percent (4%) of the years wages provided the employee has one (1) year of continuous service with the Company as of July 1st of the vacation year.
- (c) The Company will provide three (3) weeks of vacation with pay equal to six percent (6%) of the years wages provided the employee has three (3) years of continuous service with the Company and less than ten (10) years as of July 1 st of the vacation year.
- (d) The Company will provide four (4) weeks of vacation with pay equal to eight percent (8%) of the years wages provided the employee has ten (10) years of continuous service with the Company as of July 1st of the vacation year.
- 26.2 All vacation pay computations will be based on gross earnings for hours worked and lunch time paid exclusive of vacation pay previously paid.
- 26.3 It is the Company's intention to schedule the annual vacation shutdown period during the months of July and/or August as long as business conditions permit. Only in the event of unusual business conditions will a change in vacation scheduling time be necessary. The Company will notify the Union at the earliest possible time of any such situation.
 - (a) Employees will take their vacation during the plant shutdown period, except for those employees assigned to work in departments

where essential operations must be maintained. Preference when employees wish to take vacation time, which is not governed by the plant shutdown, shall be given consideration by the Company recognizing seniority.

- (b) When a partial workforce will be needed during a scheduled shutdown, work assignments will be made on the basis of the employee's seniority in the classification to perform the work available. Employees must be capable of performing the work required. If none of these employees accept the available work, the Company reserves the right to complete the work in any manner it so determines.
 - (i) Employees who elect to work during a scheduled shutdown will be paid the rate of pay for the job on which they are assigned.
 - (ii) Employees required to work during a scheduled shutdown will be paid the rate of pay for the job on which they are assigned or their present rate, which ever is greater.
- 26.4 Employees who work less than 1200 hours during the twelve (12) month period prior to July 1 st of the vacation year shall only be entitled to time off in keeping with the provisions of the Employment Standards Act.
- 26.5 Vacation shall be taken in the vacation year following the vacation year in which it was earned. It is understood and agreed that an

employee(s) cannot take more than four (4) consecutive weeks of vacation at any one time in a particular vacation year. Similarly an employee will not be permitted to schedule more than four (4) consecutive weeks of vacation off by scheduling vacations earned in two separate vacation years back to back. Employees who are entitled to more than two (2) weeks vacation will arrange their additional time off with the Company prior to May 1st of each vacation year in which the vacation entitlement was earned. The Company will grant requests based upon production requirements, available skills and employee seniority standing. Operating conditions permitting, an employee(s) may elect pay in lieu of taking the time off.

ARTICLE 27: SUPERVISORS - BARGAINING UNIT WORK

27.1 It is recognized that, consistent with the team concept, Supervisors and other excluded employees may assist by performing occasional work of represented employees. The intent of thissection is that non-bargaining unit employees shall not perform bargaining unit work in any matter that displaces the service of a bargaining unit employee.

ARTICLE 28: UNION NOTICE BOARD

28.1 The Company agrees to provide a closed in notice board space for the exclusive use of the Union for the posting of Union notices. All such notices must be signed by the proper officer of the Local Union and be submitted to the Human Resources Manager or his/her designated representative, for his/her concurrence.

29.1 Shop Precautions

- (a) The Company will maintain adequate sanitary arrangements throughout the plant, provide proper safety devices, formulates rules and regulations and give proper attention to the elimination of any condition of employment which may be a hazard to the safety or health of the employees.
- (b) A Safety Committee shall be recognized under the terms of the Occupational Health and Safety Act. A maximum of three (3) representatives from the plant will be included on this Committee however they must not hold any other position listed in Article 8. Plant Safety inspections shall be conducted on a regular basis by an inspection committee comprised of one member of the Union Safety Committee and one member of the Management Safety Committee.

29.2 Special Clothing

- (a) Where the nature of the task assigned to an employee requires the use of special equipment clothing, such special equipment and/or special protective clothing will be provided by the Company. All safety equipment supplied shall be used and/or worn in a manner prescribed by law.
- (b) Suitable apparel contributes to both the safety and efficiency of operations in the plant. DDM will provide each employee with uniforms as required (in accordance with the DDM Uniform Policy) and all employees are required to wear

these uniforms while at work.

- (c) The Company will assist employees in the purchase of safety shoes up to \$75.00 per pair if replacement is required as outlined below:
 - with respect to persons employed in all departments other than paint department or maintenance department, they will be provided assistance toward the purchase of one (1) pair of safety shoes per year if required, payable on the employee's anniversary date: and
 - ii. with respect to employees employed in the Paint department and other areas where shoes are subject to an unusually harsh working environment, the said assistance will be provided toward the replacement of each pair, replacement determined as required.
 - iii. with respect to persons employed in Maintenance, they will be provided with assistance toward the purchase of up to two (2) pairs for safety shoes per year if required; and
 - iv. in order to determine whether replacement is required, all damaged shoes must be returned prior to the payment of said assistance.

29.3 Shop Rules

 (a) The Company reserves the right to formulate and publish from time to time rules and regulations regarding the use and operation of machines, equipment and plant facilities and terms and conditions upon which special clothing is issued to employees.

ARTICLE 30: GROUP INSURANCE

- 30.1 (a) The Company agrees to pay the premium cost of the Group Insurance Plan as follows:
 - (i.) Life Insurance 1.5 times regular annualized earnings to an overall maximum of \$50,000.
 - (ii.) Accidental Death and Dismemberment-Equal to life insurance benefit.
 - (iii.) Dependent Life \$5,000 for spouse \$3,000 for each child.
 - (iv.) Weekly Disability 1/1/8/26 at sixty-two percent (62%) of your weekly insurable earnings. Your "insurable earnings" are the part of each weeks wages of which you pay Unemployment Insurance Premiums. NOTE: Should the U.I.C. maximum exceed the sixty-two percent (62%) the said benefit will match the U.I.C. maximum.
 - (v) Semi- Private Hospitalization Difference between ward and semi- private coverage.
 - (vi.) Health Care \$10/\$20 deductible plan as per employee booklet. Vision Care benefits at \$200.00 maximum per 24 month period as per the terms of the carrier.
 - (b) Dental Care Dental Care for each full year of the Collective Agreement shall be paid recognizing the ODA rate in effect on August

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1st of the year preceding the current year.

- (c) Fringe benefit premium and/or costs are paid by the Company, as outlined above for all employees after completion of their probationary period with the exception of the Dental Care Plan which requires six (6) months of continuous service.
- (d) Fringe benefit premium and/or costs for employees on leave or layoff status will be as follows:
 - (i) On granted personal leaves the benefits continue for sixty (60) days.
 - (ii) On granted maternity, industrial and medical leaves the benefits continue for one (1) year.
 - (iii) In the event of layoff, all benefits with the exception of Weekly Disability, cease on the last day of the month following the month in which the layoff occurs. Weekly Disability benefits cease as of the day of layoff.

(e) Company Pension Plan

Effective August 1, 1993 the Perfect Attendance Program will be disbanded.

Effective August 1,1993 the Company agrees to hold in trust, the money to assist in the following program.

Effective January 1,1994 the Company agrees to introduce a Pension Plan funded on the

basis of eleven and one half cents (11.5¢) per hour, per employee for actual hours worked and lunch time paid in the normal work week.

This amount will be contributed by the employer with the right of the employee to contribute a matching amount.

Effective August 1, 1995 the funding of eleven and one half cents (11.5ϕ) per hour will be increased by five and one half cents (5.5ϕ) to seventeen cents (17.0ϕ) with the right of the employee to contribute a matching amount.

(f) All claims will be subject to the terms of the master benefit agreement between the Employer and the' respective carrier. The Company agrees to supply the Union with a copy of such agreement(s).

ARTICLE 31: SKILLED TRADES

31.1 For the purposes of this Agreement, skilled trades will be as listed below:

Maintenance Electrician Electronics Technologist Mechanic Millwright Mould Repair Person

- 31.2 When a vacancy occurs in the "Journeyman" status, the job opening will be posted recognizing the following qualifications:
 - (a) Has served a bona fide apprenticeship and holds a certificate substantiating such training: or

- (b) Has proven eight (8) years or more practical experience satisfactory to the Company in related skill work to satisfy the requirements of the job.
- (c) In most instances the mechanical and electrical personnel will work in their respective classification with an understanding that there may be some overlap of duties. However, when conditions require mechanical and electrical personnel will work on assigned jobs within their classifications.

ARTICLE 32: CONSULTATION

32.1 Upon the request of either party, the parties shall meet at least one (1) time per month exclusive of the STEP 4 meeting unless the parties agree otherwise until this Agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Agreement.

ARTICLE 33: DATA TO BE SUPPLIED TO THE UNION

- 33.1 The Company will supply the Union with the following information monthly:
 - (a) Employees who acquire seniority.
 - (b) Employees transferred in and out of the bargaining unit.
 - (c) Employees on leave of absence for more than one month.
 - (d) Employees on layoff for more than one

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- week and employees recalled from layoff of more than one week.
- (e) Employees who have lost seniority, including those discharged.
- (f) The names and addresses, and date of birth of all employeescovered by the Collective Agreement.
- (g) A list of employees by classification.

ARTICLE 34: TERMINATION

Upon ratification this Agreement shall be effective from August 1 1996 to July 31, 1999 and shall continue in full force and effect from year to year thereafter unless within ninety (90) days of the date of expiration either party notifies the other of its intention to amend the Collective Agreement.

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34.2 The Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assign. Negotiations will be entered into within fifteen (15) days of notification to do so.

Signed at Tillsonburg, Ontario this 23rd day of September 1998

For the Company For the Union

DDM Plastics Inc. The International Association of Machinists and Aerospace

Workers Local 2792.

James Nugent Harley J. Koyle Brad Forrest Brian Walters Terry Knights Nigel Skinner Yesuiku Koike Cheryl Rohrer Fred Gabor Hiromi Kogi Colleen Cooper

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APPENDIX "A" Job Classifications and Wage Rates

Attached hereto and forming a part of this Agreement is Schedule "A" Job Classifications and Rate Ranges.

Wages

- (a) The general wage structure attached hereto shall remain in effect for the duration of the contract,
- (b) All jobs will be recognized by Classification, and all Classifications will have Classes and Class rates.
- (c) Advancement within the progression classifications will be as follows:
 - (i) Employees in "D" Class will progress to "C" Class after sixty (60) days.
 - ii) Employees in "C" Class will progress to "B" Class after sixty (60) days.
 - (iii) Employees in "B" Class will progress to "A" Class after sixty (60) days.

It is understood and agreed that progression will be as outlined above, unless the supervisor makes adetermination that the employee should not so progress, the said determination is based on consideration related to performance.

(d) When an employee is transferred on the request of the Company from his regular job to other work, he will be paid the rate of the job to which he istransferred or his own rate, whichever is greater.

- (i) If an employee is the successful job bidder on a position where the job rate ("A") is lower than the job rate ("A") of his former position he will receive the job rate ("A") wage of his new position while working through the progression levels and will remain at the job rate ("A") wage once reaching the "A" class.
- (ii) If the employee is the successful job bidder on a job where his current rate of pay is higher than the entry level or any intermediary level of the job to which he has bid he will retain his former rate through the rate progression steps of the new position until the rate of the new position exceeds his current rate.
- (f) Employees will be paid on a weekly basis on Thursday for the wages earned to 11:00 p.m. of the previous Sunday.
- (g) Employees will be eligible for payroll deductions to a Credit Union and for Canada Savings Bonds (when applicable).

(h) Trainer

(e)

Employees who are selected by the Company to train employees within their classification shall be entitled to a premium equivalent to \$0.50 per hour in addition to the applicable regular hourly rate of pay. It is further understood that trainer responsibilities which entitle an employee to the said premium is not deemed to

a classification and is therefore not subject to the job posting provisions.

The Company intends to appoint and use the following trainers as needed however, it is understood and agreed that the appointment and use of trainers is not deemed to be a guarantee of the appointment and use thereof.

Paint Department:

- Three (3) painter trainers
- Three (3) attendant trainers

Moulding Department

■ Three (3) attendant trainers

Assembly Department:

■ Three (3) attendant trainers

Trainers shall report directly to their respective supervisors in the department where they are employed and indirectly to the Manager of Employee Development.

Authorization of Union Dues

I hereby assign to Local Lodge Number 2792, the International Association of Machinists and Aerospace Workers, from any wages earned or to be earned by me as your employee, a fixed dollar and cent sum equal to that prescribed by the Unions International Constitution and the Local Lodge Constitution, as my membership dues in said Union. I authorize and direct you to deduct such amounts from each pay period for each month and remit the same to the Secretary Treasurer of the Union.

This assignment, authorization and directive shall become effective when delivered to the above-named employer.

Witness

Signature of Employee

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Schedule "A"

Effective August 1, 1996

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Job Classification	Class	Aug. 1/96 Hourly Rate	Aug. 1/97 Hourly Rate	Aug. 1/98 Hourly Rate
Attendant	A	12.96	13.66	14.36
Attendant Trainee	B	12.41	13.11	13.81
Janitor Janitor Trainee	A B	12.96 12.41	13.66 <u> </u>	13.81
Line Inspector	A	13.06	13.76	14.46
Line Inspector Trainee	B	12.51	13.21	13.91
Quality Auditor	A	13.24	13.94	14.64
Quality Auditor Trainee	B	12.70	13.40	14.10
Material Handler	A	13.29	13.99	14.69
Material Handler Trainee	B	12.74	13.44	14.14
Shipper Receiver	A	13.86	14.56	15.26
Shipper Receiver Trainee	B	13.32	14.02	14.72
Ship/Rec Clerk	A	13.86	14.56	15.26
Ship/Rec Clerk Trainee	B	13.52	14.22	14.92
Operator	A	14.06	14.76	15.46
Operator Trainee	B	13.52	14.22	14.92
Stores/Inv. Clerk	A	14.41	15.11	15.81
Stores/Inv. Clerk	B	14.06	14.76	15.46
Maintenance Inventory Clerk		14.41	15.11	15.81
Maintenance Inventory Clerk		14.06	14.76	15.46
Maintenance Helper		14.41	15.11	15.81
Maintenance Helper Trainee		14.06	14.76	15.46
Maintenance Helper Trainee		13.72	14.42	15.02
Prevent, Maintenance	A	14.60	15.30	16.00
Prevent, Maint, Trainee	B	14.26	14.96	15.66
Prevent, Maint, Trainee	C	13.90	14.60	15.30
Paint Mixer	A	14.60	15.30	16.00
Paint Mixer Trainee	B	14.26	14.96	15.66
Paint Mixer Trainee	C	13.90	14.60	15.30
Spray Painter	A	14.60	15.30	16.00
Spray Painter Trainee	B	14.26	14.96	15.66
Spray Painter Trainee	C	13.90	14.60	15.30
Spray Painter Trainee	D	13.35	14.05	14.75

Job Classification	Class	Aug. 1/96 Hourly Rate	Aug. 1/97 Hourly Rate	Aug. 1/98 Hourly Rate
Paint Equip. Repair	A	14.60	15.30	16.00
Paint Equip. Trainee	B	14.26	14.96	15.66
Paint Equip. Trainee	C	13.90	14.60	15.30
Systems Operator	A	15.21	15.91	16.61
Systems Operator Trainee	B	14.70	15.40	16.10
Systems Operator Trainee	C	13.95	14.65	15.35
Set-Up Moulding	A	15.89	16.59	17.29
Set-Up Moulding Trainee	B	15.39	16.09	16.79
Set-Up Moulding Trainee	C	14.85	15.55	16.25
Set-Up Moulding Trainee	D	14.44	15.14	15.84
Maintenance Mechanic	A	19.47	20.17	20.87
Maint, Mechanic Trainee	B	17.89	18.59	19.29
Maint, Mechanic Trainee	C	16.00	16.70	17.40
Maintenance Electrician	A	19.47	20.17	20.87
Maint. Electrician Trainee	B	17.89	18.59	19.29
Maint. Electrician Trainee	C	16.00	16.70	17.40
Maint. Elect. Techn.	A	21.26	21.96	22.66
Maint. Elect. Techn. Traine	e B	20.30	21.00	21.70
Journeyman Electrician	A	21.26	21.96	22.66
Journeyman Electrician	B	20.30	21.00	21.70
Journeyman Millwright	A	21.26	21.96	22.66
Journeyman Millwright	B	20.30	21.00	21.70
Mould Repair Person	A	21.26	21.96	22.66
Mould Repair Person	B	20.30	21.00	21.70

APPENDIX "B"

LETTER OF INTENT NO. 1

Re: Employee Development Program

An employee shall firstly seek approval from the Company prior to the start of the course.

An employee who successfully completes a course directly related to his job function, and employment at DDM shall be reimbursed to the limit of three hundred and fifty dollars (\$350.00) for any one course taken. An annual amount of one thousand dollars (\$1,000.00) maximum per employee will be available.

Where applicable, an average passing grade of "C" (60%) is required.

NOTE: The relation to job function shall be interpreted as widely as possible.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23 day of Sept. 1996.

For the Company HARLEY J. KOYLE

Re: Health and Safety Representatives

Where an employee Health and Safety Representative or Alternate is absent for any reason and it is necessary for the Union to temporarily replace the absent representative on an acting basis, the absent employee Health and Safety Representative may be replaced by a designated Committeeperson.

The Union will make every reasonable attempt to inform the Company as soon as possible of the said temporary replacement.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept.

For the Company HARLEY J. KOYLE

Re: Technological Change

The Company agrees to provide advance notice to the Union Committee of technological changes. The Company also agrees to advise the committee of the intended training for employees and the implementation of the technological changes.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

Re: Authorization To Deduct Union Dues

It is understood and agreed that upon the ratification of this Collective Agreement all employees who are subject to the provisions of this Collective Agreement shall be required to sign the "Authorization of Union Dues" form as presentedin Appendix "A" of this Agreement. It is further agreed that all employees who are currently on medical, personal or industrial leave will be required to sign this same authorization upon their return to work.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept.

For the Company HARLEY J. KOYLE

Re: Changing of Shift Times

It is understood and agreed that the Company may vary the start time within one and a half (1 1/2) hours of the start times as defined in Article 17. The Company will make every attempt to notify a member of the Union Executive Committee before such a change takes place.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

Re: Overtime Distribution

Overtime shall as far as possible, be evenly distributed among the employees capable of doing the work involved, in their respective job classifications. The opportunity and the distribution of such will be available to the Executive Committee if requested at the end of June and the end of December of each year.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

Re: "Cycle Time"

The Company agrees that employees affected by any change in cycle time will be advised by the appropriate company representative of said change in advance if possible or, at least at the time that the change of cycle time is introduced.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

Re: Apprenticeship

The Company agrees to discuss the feasibility of introducing a future apprenticeship program.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

Re: Lead Hand - Outline of Position All Departments

- 1. Comply with Company policies, plant and safety
- 2. At the direction of the Supervisor, assist assigned group of employees to complete work assignments following prescribed methods and layouts and assist with material flow.
 - assist group in areas of quality standards.assist in the training of new employees.
- 3. Report abnormal situations to the supervisorwhich may affect safety, quality, productivity and the overall harmony of the department.
- **4.** Assist supervisor in the completion of paper work for the area assigned.
- 5. Encouraged to participate in the ongoing process of Kaizen for the departments improvement.
- In the absence of the supervisor continue with the normal daily routines reporting to the supervisors designate.
- 7. Carry out other duties which may be assigned from time to time.
- 8. It is understood the lead hand will not assume (excluding reporting) the disciplinary or supervisor function which shall remain the responsibility of the supervisor.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept

For the Company HARLEY J. KOYLE

Re: Heat Stress Policy

The Company will agree to work in conjunction with the Joint Health and Safety Committee in establishing a Heat Stress Policy, the purpose of which to ensure that every reasonable attempt is made to ensure the health and safety of all employees working in the plant.

This will be a joint pilot project between employee and Company representative in establishing an acceptable standard of measurement and relief for the areas affected.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

Re: Shift Exchange

Employees may present written requests fortemporary shift exchange to their supervisors for agreement.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

Re: Job Posting Screening Procedure

The Company agrees to confirm to all employees who have applied to a job posting that the application has been received and has been duly considered. Furthermore all applicants who appear to meet the basic qualifications will be granted a proper interview, how ever the granting of an interview is not to be construed to mean that the individual so interviewed is qualified for the job.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

Re: Line Speed Changes

The Company agrees to advise the Union of any intended "line speed" changes.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

Re: Holding of Vacation Pay

The Company agrees to hold vacation payments to the week or weeks of vacation if the employee so requests us to do so.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

Re: Letter of Instruction

The Company agrees to provide all Supervisors with a written letter of instruction requiring all Supervisors to maintain confidentiality regarding any employee request for a leave of absence.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

Re: Temporary Transfer or Shift Preference Selection Form

Where an employee is being moved to another job as a result of a temporary transfer or a shift preference selection, the employee will be provided with the following applicable form confirming that the employee's change of job was as a result of a "temporary transfer" or a "shift preference selection" as the case may be. The employee will be required to sign the applicable form in order to confirm the nature and, where possible, the duration of the job change.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

For the Union BRIAN E. WALTERS

- 7 1 -

FORM 1 - TEMPORARY TRANSFER

This is to confirm that the assignment from the day of to the day of the classification within the department on the shift to the department on the department on the shift is a temporary transfer only.

FORM 2 - SHIFT PREFERENCE SELECTION

This is to confirm that the assignment from the day of to the day of from the classification within the department on the shift to the classification within the department on the shift is pursuant to the shift preference selection provisions of the Collective Agreement.

Re: Weekend Overtime Distribution

Notwithstanding Article 18.3 and 18.4 of the Collective Agreement the Company agrees to make its best efforts to equalize overtime scheduled to be performed on weekends. Said efforts to equalize weekend overtime shall be calculated on a shift basis as between employees within each classification on a departmental basis.

It is further understood and acknowledged that the scheduling of weekend overtime is more efficiently effected by scheduling said overtime firstly on the midnight shift commencing on Friday night of the particular weekend. However the Company will make every effort as far as possible to rotate the scheduling of weekend overtime so that the said overtime is equally assigned to the midnight shift, day shift and afternoon shift provided said rotation does not contravene any legal limitation or restriction imposed on the Employer.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

Re: Heat Policy

The Employer agrees to familiarize Stewards with the operation of the heat monitoring equipment.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

Re: Red Circling of Lead Hands

- (a) It is understood and agreed that effective the date of ratification the Company shall commence phasing out the use of Lead Hands.
- (b) All persons who are presently appointed as Lead Hands shall be entitled to be considered to be appointed as trainers as defined in Appendix "A" of the Agreement and the Company agrees to give preferential consideration to all present Lead Hands who are willing to work as trainers and demonstrate a present aptitude and people skills to function as trainers of fellow workers.
- (c) Insofar as the present number of employees appointed as Lead Hands exceeds the Company's present requirements for trainers it is understood and agreed that all present Lead Hands who wish to function as trainer and are not appointed due to the lack of available appointments, said Lead Hands shall be entitled to maintain their respective Lead Hands appointments for a maximum period of one (1) year from date of ratification. Said Lead Hands shall maintain their current Lead Hand Premium of \$0.50 per hour over and above the regular hourly rate of the respective classifications. During the said period the following Lead Hands structure shall remain in effect.

Appointed Leadhand Classifications	Aug. 1/96 Hourly Rate	Aug. 1/97 Hourly Rate*	Aug. 1/98 Hourly Rate*
Leadhand Attendant	13.46	14.16	14.86
Leadhand Janitor	13.46	14.16	14.86
Leadhand Operator	14.56	15.26	15.96

Appointed Leadhand Classifications	Aug. 1/96 Hourly Rate	Aug. 1/97 Hourly Rate*	Aug. 1/98 Hourly Rate*
Leadhand Ship/Rec.	14.36	15.06	15.76
Leadhand Material Handler	13.79	14.49	15.19
Leadhand Spray Painter	15.10	15.80	16.50
Leadhand Paint Mixer	15.10	15.80	16.50
Leadhand Paint Systems	15.71	16.41	17.11
Leadhand Set-Up Moulding	16.39	17.09	17.79
Leadhand Maintenance	21.76	22.46	23.16

- (d) It is understood and agreed that the maintenance of Lead Handsappointments as outlined in paragraph (c) above shall not apply to employees who are filling in a Lead Hand function due the absence of the employee who is initially appointed to the function as Lead Hand beyond the date on which the original appointee returns to work.
- (e) It is further understood and agreed that all provisions in the Collective Agreement and/or articles addressing the appointment of and the terms and conditions regarding the said appointment of Lead Hands shall cease to operate as of the date that the Company completes the phase out of the use of Lead Hands and in any case no later than one (1) year from date of ratification.
- The application of these rates shall be read subject to paragraph
 (c) above and Letter of Intent No. 20.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

For the Union BRIAN E. WALTERS

- 7 7 -

Re: Trainer - Outline T rainer

- Comply with Company policies, plant and safety rules.
- 2. At the direction of the Supervisor, assist, where necessary, assigned group of employees to complete work assignments following prescribed methods and layouts and assist with material flow while engaging in:
 - · cross training of present employees.
 - training of new employees.
- Report abnormal situations to the supervisor which may affect safety, quality, productivity and the overall harmony of the department.
- 4. Encouraged to participate in the ongoing process of Kaizen for the departments improvement.
- Carry out other duties which may be assigned from time to time.

This letter does not form part of the Collective Agreement.

Dated at Tillsonburg, Ontario this 23rd day of Sept. 1996

For the Company HARLEY J. KOYLE

RULES AND REGULATIONS

DDM PLASTICS INC.

RULES AND REGULATIONS

The following list of Rules and Regulations are requirements which are necessary for the protection of the rights of all employees and the Company. Through the mutual understanding and application of these Rules and Regulations cooperation and harmonious relations for the benefit of all can be promoted and maintained.

1. Attendance

Irregular attendance and/or frequent tardiness is costly to you, the operation, and your fellow employees. Every employee is expected to report on time each day they are scheduled, and to perform their tasks as directed, unless you have been granted a leave of absence from the Company. Do not leave the premises during working hours unless granted permission by your supervisor.

2. Bulletin Boards

The posting of notices, posters, or bulletins with out express permission of the Senior Manager of General Affairs (or his designate) is prohibited.

3. Cameras

Special permission is necessary before any cameras are permitted on the premises.

4. Time Sheet

Do not complete any time sheet but your own. Only authorized overtime will be paid.

5. Conduct

All employees are expected to conduct themselves in an orderly, careful, and safe manner, protecting not only themselves and their fellow employees, but also employee and Company property.

6. Destruction of Property

Any wilful or malicious destruction of Company property, including the defacing of walls, is strictly prohibited.

7. Gambling

Gambling of any kind including placing or taking bets on the company's premises will not be permitted.

8. Insubordination

Employees are expected to follow reasonable instructions and direction of supervision. Refusal to do so will be considered as insubordination. Insubordination cannot and will not be tolerated.

9. Intoxication

Bringing intoxicants on the premises or reporting to work under the influence of alcohol is dangerous and will not be allowed.

10. Passes

Removal of Company property from the premises, including scrap is prohibited unless a pass is obtained from a duly authorized person.

11. Smoking

Smoking is forbidden in the plant and main offices. Areas are identified by signs allowing smoking privileges in our cafeteria's and some meeting rooms.

12. Solicitations

Solicitations on the Company premises may be conducted only with the express permission of the senior Manager of General Affairs (or his designate).

13. Waiting for Work

Employees waiting for job assignments will not disturb employees in any manner, at shift time or other times.

14. Visitors

Visitors are permitted to the plant only by express permission of management.

15. Drugs

Illegal use, possession, transporting, selling, promoting the use of, being under the influence of, or reporting for work under the influence of:

- (a) narcotics
- (b) barbiturates
- (c) mood ameliorators
- (d) tranquilizers
- (e) hallucinogens

on company premises at any time is prohibited.

SPECIAL NOTE: All employees are expected to know and abide by the rules of this Company. Any violation is sufficient grounds for disciplinary action up to and including discharge.

SAFETY RULES

DDM PLASTICS INC.

SAFETY RULES

The Management of the plant is doing everything possible to make it a safe plant in which to work. However, no mechanical safety device has yet been found to protect a careless worker. Therefore, a careful worker is the best safety device. DON'T TAKE CHANCES!!!

- Good Housekeeping is the first step towards safety. Keep your work area neat and clean.
 - (a) Do not leave material, parts, tools, or other articles in aisles or wherever they may cause a hazard to you or your fellow worker.
 - (b) Do not leave food refuse, wrappings, or rags laying around.
 - (c) Do not bring bottles into the working area of the plant.
- Safety glasses must be worn at all times while in the plant. Goggles or Face Shields must be worn when grinding, chipping or welding. Goggles and Shields can be secured from the Tool Crib.
- Compressed air is dangerous. Do not play with it.
 When it is necessary to use it, be sure there is no one within your area that might be injured by it. NEVER TURN IT ON ANYONE.
- Wear good substantial shoes in good repair.
 Toeless or high heeled shoes are particularly dangerous. Safety shoes are compulsory when working in the plant. Protective footwear is compulsory on designated jobs.
- Do not tamper with safety devices!!! Report any conditions to your supervisor. Do not operate any machine unless safety device is in perfect condition and adjustment.

- Do not clean, adjust, oil or repair any machine while it is running. Shut it off first.
- 7. Do not wear rings or other jewellery in the plant.
- All employees are required to wear the wearing apparel provided by the Company.
- 9. Do not run in the plant or office area.
- Report any dangerous condition to your supervisor immediately.
- 11. Report all bumps, bruises, scratches, strains or other injuries, no matter how small to the First Aid department or supervisor at once. Have them treated and save yourself pain and loss of time.
- Lift loads correctly. Keep back straight. Bend knees to pick up load. Avoid excessive loads. If you are in doubt how to lift correctly, see your supervisor.
- Hearing protection must be worn at all times while working in areas so designated.
- Long hair shall be suitably confined to avoid possible entanglement near any moving machinery or other devices.
- Riding on Power Trucks or Hand Trucks is a dangerous act and will not be permitted on the premises.

SPECIAL NOTE: All employees are expected to know and abide by the safety rules of this Company. Any violation is sufficient grounds for disciplinary action up to and including discharge.