

**DDM PLASTICS INC. & IAM LOCAL 2792  
COLLECTIVE AGREEMENT**

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THIS AGREEMENT, made and entered into the 18th day of June, 2002,

BY AND BETWEEN:

DDM PLASTICS COMPANY, 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 our commitment to continually improve the health and safety of our employees, to improve the quality of our products and to minimize our impact on the environment.
- 1.3 It is further recognized and agreed that through its profitability, DDM will be able to provide stable employment; fair equitable treatment and fair compensation recognizing the employee's ability and contribution; a pleasant working environment and a safe workplace.
- 1.4 The Company and the Union agree that in the exercise of each of their rights and in the administration of this agreement they shall do so in a fair and reasonable manner.

ARTICLE 2: RECOGNITION

- 2.1 DDM Plastics Inc. hereinafter called the "Company" recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company in the Town of Tillsonburg, County of Oxford, save and except Engineers, Office and Sales staff, Supervisors and persons above the rank of Supervisor.
  - (a) Clarity note:
    - (i) The term "office staff" includes all salary positions held at the signing of this agreement.
    - (ii) The term "Engineers" includes Engineer, Electronic Engineer, Paint Process Engineer, Q.A. Engineer, Technician and all Engineering positions held at the signing of this agreement.
- 2.2 Nothing in this Agreement shall be construed as constituting recognition or acknowledgment by the Company that any work is or may become the exclusive right of any employee or class of employees represented hereunder.
- 2.3 It is not the intent of the Company to use the language provided in Article 2.2 to eliminate classifications by contracting-in, outside workers to do the work.
- 2.4 The Company agrees to engage the cleaning service of a Company which is in agreement to enter into a contractual relationship with I.A.M.& A. W. , Local Lodge 2792. However, this article will in no way impede the Subcontracting Company's right to hire their own employees through the selection process, nor will it impede their right to negotiate a new Collective Agreement.

ARTICLE 3: COLLECTION OF UNION DUES

- 3.1 All employees covered by this agreement shall, as a condition of employment sign a Union membership card and shall become and remain a member of the Union for the duration of his/her employment in the bargaining unit.

- 3.2 The company will collect, by weekly payroll deduction, the initiation fee from probationary members and forward said amount to I.A.M. L.L. 2792 on a monthly basis.
- 3.3 All employees of the Company covered by this agreement who have successfully completed their probation shall be required to sign a deduction authorization form, as shown below.

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

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Signature of Employee

- 3.4 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 fifteenth (15) 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 agree that 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 may be processed through the grievance and arbitration procedure.

#### ARTICLE 6: RELATIONSHIP

- 6.1 The terms of this Agreement and its conditions will apply equally to all employees who are subject to the provisions thereof.
- 6.2 (a) The employer will not hire, engage or otherwise assign bargaining unit work or duties either directly or indirectly to any person who receives employment assistance under the Ontario Works Act, unless such person is hired in accordance with the provisions of the Collective Agreement and such individual is entitled to all rights, benefits and privileges under the Collective Agreement.
- (b) 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, religion, 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, which will not be unreasonably withheld.
- 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

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, slow down, work stoppage, boycott, or any other unlawful acts that interfere 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, a Plant Negotiating Committee as outlined in this Article, and Health and Safety Representatives and their alternates and the Union shall notify the Company in writing of all members of said 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 Co-Chair.
- (b) The Union will appoint nine (9) Shop Stewards for purposes of administering and resolving grievances. Shop Stewards shall 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) Committee persons at any one time, unless agreed to by mutual consent.
- (c) The Company will recognize a Health and Safety rep or his/her alternate, on each shift.
- (d) 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 Union Reps 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 Union Reps will be paid for time spent administering the Collective Agreement, provided that time so spent pertains to the normal hours of work of the Union Rep's own shift. The Company will make an effort to schedule the meeting on the grievor's current shift.

8.3 Before leaving his/her regular duties, a Union Rep must obtain permission from his/her Supervisor to do so. Permission will not be unreasonably withheld. The Union Rep will confer with the Supervisor of another department, when the purpose of his/her visit may have a negative effect on production. When resuming his/her regular duties, he shall report to his/her Supervisor.

8.4 The Company agrees to provide 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, Chief Steward and Health and Safety CoChairperson shall be assigned a permanent day shift during their term of office.

8.6 The Union President and Chief Steward shall be allowed time off on a daily basis, exclusive of weekend overtime, for the performance of his/her duties. The Company and the Union will come to an agreement when the said time will be allocated. Time off will be as follows

- a) When there is three hundred and fifty (350) active employees, or greater, the President shall be allotted eight (8) hours per day to perform Union duties and shall report to the Human Resources Manager. The President shall be allowed to adjust his/her start time with the approval of the Human Resources Manager as per Article 20.1 ( c ). The position (other than Attendant) vacated by the President shall be posted on an interim basis. The President, upon leaving office, shall return to his/her regular position, if seniority allows.

The Chief Steward shall be allotted four (4) hours per day to perform Union duties.

- b) When the active bargaining unit employee population is three hundred and forty-nine (349) or less the President shall be allotted four (4) hours per day to perform Union duties and shall

report to his/her immediate Supervisor and shall not have the ability to adjust shift.

The Chief steward shall be allotted two (2) hours per day to perform Union duties.

8.7 The Chief Steward shall be paid at the applicable rate to attend any Human Resource scheduled grievance meeting(s).

## ARTICLE 9: GRIEVANCE PROCEDURE

### 9.1 DEFINITION

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, 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. The supervisor will offer Union representation at the beginning of the meeting.

### 9.3 STEP NUMBER 2

Before any matter can be considered a grievance 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 settlement requested signed by the employee and Committee person and submitted to the employee's Department Manager within 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, no later than five working days following the submittance of the grievance, meet with the Chief Steward, employee and his/her Committee Person. Following this meeting, the Department Manager will give his/her answer in writing, to the Chief Steward, within three (3) working days.

### 9.4 STEP NUMBER 3

If the grievance is not settled in the previous step to the grievor's satisfaction, the matter may be referred to the Plant Committee who may appeal it to the Manager of Human Resources 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 Department Manager. At the next scheduled Company/Union meeting, the Manager of Human Resources, the H.R. Consultant, the H.R. Coordinator, and up to one other representative of the Company 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.

### 9.5 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 at Step 3, between the Plant Grievance Committee, the Manager of Human Resources, the H.R. Consultant, the H.R. Coordinator, and up to one other representative of the Company, 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, an extension will



be granted, allowing the Union to seek legal opinion. The Local shall, whenever possible, be assisted at the meeting by the International Business Representative or his/her designate.

#### 9.6 TIME LIMITS

- (a) Time limits mentioned in Steps one (1) to three (3) may be extended by written, mutual consent between the Company and the Union, with consent not being unreasonably withheld.
- (b) 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.
- (c) 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.

#### 9.7 GENERAL

- (a) Upon request by the Committee person, the immediate Supervisor will allow the employee to accompany the union representative to the Union office.
- (b) All grievances referred to the next higher level of the Grievance Procedure will be accompanied by a statement explaining the reason behind the appealing parties position.
- (c) A grievance initiated by the Company will be submitted at the Step 3 level.
- (d) An employee discharged and filed in accordance to Article 11, will have the option to attend the Step 2 meeting.
- (e) In addition to the regular arbitration procedure provided for herein the parties may, by mutual agreement, refer a grievance(s) to a mediation process. The process does not prejudice either party the right to arbitration. Any offers or proposed settlements at mediation are not evidentiary at arbitration. The parties will equally share the cost of the mediator. Selection of the mediator will be by mutual agreement.

#### 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 either party. Within fifteen (15) days of Notice of Arbitration, the Company and the Union shall select an Arbitrator. The grieving party will submit a list of three (3) Arbitrators to the other party. If the parties cannot agree on an impartial arbitrator, they shall mutually request the M.O.L to furnish a list of five (5) Arbitrators. The Arbitrator 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.
- 10.2 The Arbitrator 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 share equally all expenses incurred by the Arbitrator.
- 10.4 No grievance shall be considered by the Arbitrator 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.

#### ARTICLE 11: DISCIPLINARY ACTION, SUSPENSION OR DISCHARGE

##### 11.1

- (a) 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 it is mailed to the employee. The written record shall be available to the employee, upon request. An informal conversation between a Supervisor and an employee shall not be considered disciplinary or be subject to the above paragraph.
- (b) 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.
- (c) A claim by a seniority employee that he/she has been discharged or suspended without just cause may within five working days of the suspension or discharge file a grievance at Step 2 of the grievance procedure.
- (d) 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.
- (e) Where an employee is being formally disciplined, he/she shall be accompanied by a Union Rep.

##### 11.2 No Smoking

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

- (a) Save and except 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.

##### 11.3

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.

##### 11.4

- (a) The use of progressive discipline is to help the employee understand the seriousness of the problem and the necessity to correct the problem.

(b) Progressive Discipline will be as follows:

- Step 1: Counselling
- Step 2: Written Warning
- Step 3: One (1) Day Suspension
- Step 4: Three (3) Day Suspension
- Step 5: Discharge

(c) The Company and Union agree that some circumstances may allow for a lengthier suspension prior to discharge.

(d) The Company and Union agree that some acts or issues are more severe than others and at these times progressive discipline may be altered or not used at all.

(e) The suspensions may be working or non-working suspensions.

## ARTICLE 12: SENIORITY

### 12.1 PROBATIONARY EMPLOYEES

(a) A probationary employee must work sixty (60) days in a twelve (12) consecutive month period in order to obtain seniority.

(b) After working sixty (60) days, he/she will be placed on the seniority list.

(c) His/her seniority date will be their original hire date.

(d) During this probationary period, the Company will be the sole judge of the employee's ability and suitability for employment and the release or termination at the Company's discretion during the probationary period, shall not be grievable by the Union.

(e) There shall be no seniority among probationary employees.

(f) A Union Rep will be allowed to participate in the orientation program for all new employees.

### 12.2 GENERAL

(a) 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.

(b) 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 be determined according to the alphabetical order by surname used upon hire date.

### 12.3 LOSS OF SENIORITY

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 the employee has been laid off for a period of two (2) years and had two (2) years or less seniority at the time of the layoff.
- iv) If the employee has been laid off for a period of three (3) years and had 3 (3) years but less than four (4) years seniority at the time of the layoff.
- v) If the employee has been laid off for a period of four (4) years and had four (4) years or more seniority at the time of the layoff.
- vi) If a period of two (2) years has elapsed since the day of non-occupational medical leave.
- vii) If a period of three (3) years has elapsed since the day of industrial medical leave.
- viii) 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. An employee requesting an extension for unusual circumstances will not have the extension unreasonably denied. It is the employee's responsibility at all times to keep the Company informed of his/her correct home address and phone number. If the Company is unable to reach the employee by phone or other alternate methods, a registered letter will be sent and the Union will be notified of the circumstance.
- ix) If the employee overstays a vacation or leave of absence granted by the Company without securing and extension of such vacation leave.
- x) If the employee is absent from work without notifying the Company for three (3) consecutive working days.
- xi) Upon retirement.

#### 12.4 SUPER SENIORITY

For the purpose of layoff only, Super seniority will apply to the Union President, Vice-President, Chief Steward, Secretary Treasurer, Recording Secretary and three (3) Shop Stewards, one (1) per shift and three (3) Health and Safety Reps, one (1) per shift, one of whom shall be a Certified Member of the JHSC. Said employees 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.

#### ARTICLE 13: LAYOFFS

13.1 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 insofar as is consistent with the efficiency of operations.

#### 13.2 Temporary Layoffs

- (a) Less than One (1) Working Day

In a layoff not exceeding one (1) day seniority rights will be exercised within the department and shift to displace probationary and less senior employees.

- (b) One(1) Working Day but Less than 5 Working Days

In a layoff of one (1) day but less than five (5) days, seniority rights will be exercised within the

shift to displace probationary and less senior employees.

### 13.3 Extended Layoffs - Five Working Days or More

Whenever possible, the Company agrees to notify the Union President 24 hours in advance of an extended layoff. Where it is necessary to layoff employees in a particular classification the following procedure will apply:

- (i) All probationary employees in the affected classification will be laid off first.
- (ii) Employees who have not attained A class at the time of the layoff, will be laid off as follows: Beginning with Class D, then C, then B. Plant wide seniority will be exercised by class.
- (iii) Thereafter, the remaining employees within the classification who have attained class A (job rate) will be laid off on the basis of their plant wide seniority.
- (iv) 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 on record and their present ability to perform the work. The forgoing eligibility standard for layoff shall not apply to the attendant classification.
- (v) In lieu of displacement an employee may elect a layoff provided such election is made at the time the employee was first entitled to exercise displacement rights.
- (vi) 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.

### 13.3 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.
- (c) Employees displaced from their shift, but who remain working in their same classification, shall be returned in reverse order of displacement to their original shift, unless more senior employees have submitted shift preference forms for the said shift. If employees are not returned to their original shift within 30 days of their displacement, then employees must submit a shift preference form to return to their original shift.

### 13.4 REALIGNMENT

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 16, for the particular shift where the additional employee(s) are required, shall be considered firstly;
- (b) Selection among such applicants, except trainees, shall be based on plant wide seniority.
- (c) (i) 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 functions provided said transfers do not effect the efficiency of operations.  
  
(ii) A trainee will be placed on the shift they posted for as soon as the Company deems it feasible. However; said trainee will be placed on shift he/she posted for prior to obtaining Class "A" rate.
- (d) 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.
- (e) 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.
- (f) In the case of compulsory realignment(s), the affected employees will be given a minimum one (1) week notice of the realignment(s) except in cases where the realignment are due to circumstances beyond control of the Company.

#### ARTICLE 14: JOB POSTINGS

- (a) Except as noted in clause (n) 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 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, name and seniority of applicants and the name of the successful applicant.
- (c) Selection for posted positions will be based on seniority, ability and attendance.
- (d) The Company may delay the transfer of the successful applicant for legitimate business reasons. If said delay exceeds thirty working days, the successful applicant will start receiving the rate of pay for the open job, providing the open job is a higher rate than what he/she is currently earning.
- (e) If an employee is the successful job bidder on a position where the job rate ("A") is lower than the job rate ("A") wage of his former position he will receive the job rate ("A") of his new position while working through the progression levels and will

remain at the job rate (“A”) wage once reaching the “A” class.

- (f) 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.
- (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) If the Company removes the successful applicant from the job within sixty (60) days, he/she shall return to their former position.
- (i) If the Company removes the successful applicant from the job after the first sixty (60) days, as in (h) above, he/she shall be placed in an opening in accordance with his/her seniority.
- (j) 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.
- (k) If there are no applicants or the applicants are unsuccessful, the Company may fill the position in any manner it so chooses.
- (l) In order to be eligible to use the posting procedure, an employee must be available to accept the position at the time he/she submitted his/her application. Prior to a leave or vacation, an employee may submit a bidding slip for a position which may become posted for during his/her absence.
- (m) The successful applicant’s name shall be posted on the same bulletin board as the posting within 72 working hours from the removal of the posting.
- (n) This Article shall not apply to:
  - (i) Entry level “Attendant” classification..
  - (ii) Temporary vacancies.
- (o) A successful applicant will progress through the rates as outlined in Job Classifications, below.

#### Job Classifications

- (a) All jobs will be recognized by Classification and all Classifications will have Classes and Class rates.
- (b) With exception of Set-up Moulding and Attendant , progression within the 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.

- (c) It is understood and agreed that progression will be as outlined in (b) above, unless the supervisor makes a determination that the employee should not so progress, the said determination is based on consideration related to performance.
- (d) The Set-up Moulding classifications shall advance through the classes as follows:
  - (i) Employees in “D” class will progress to “C” class after six (6) months.
  - (ii) Employees in “C” class shall progress to “B” class after six (6) months.
  - (iii) Employees in “B” class shall progress to “A” class after six (6) months.
- (e) The employees in the Attendant classification, whose seniority date precedes August 1, 2002, shall advance through the classes as follows:
  - Employees will progress from “D” to “C” to “B” to “A” class after 85 days worked in each class.
- (f) The employees in the Attendant classification, whose seniority date is August 1<sup>st</sup>, 2002 or later, shall advance through the classes as follows:
  - Employees will progress from “D” to “C” to “B” to “A” class after 120 days worked in each class.

ARTICLE 15: TRANSFERS

15.1 Transfer Outside Bargaining Unit

- (a) An employee who 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.
- (b) Employees transferred to a position outside the Collective agreement prior to December 15, 1993, shall have their seniority accumulate up to July 23, 1993.
- (c) An employee transferring to a permanent position outside of the bargaining unit will only be allowed to transfer back to the bargaining unit once.

15.2 Temporary Transfer

- (a) A temporary vacancy arising from absences, may be filled by means of a temporary transfer. The Company will fill the temporary transfer by giving due consideration to the availability of the employee, the ability to shutdown operations, present skill and ability to perform the work, previous training and/or experience and seniority.
- (b) A temporary vacancy arising from a change in production, may be filled by means of a temporary transfer for up to 45 calendar days. Should the need for a temporary transfer exceed 45 calendar days, the Company and the Union will meet to discuss the need for a permanent posting.
- (c) Any experience gained during the temporary transfer shall not be relied upon



by either party for the purpose of evaluating job postings or with respect to any grievance claim.

### 15.3 Departmental Transfer

- (a) An attendant may request a transfer to another department on his/her shift, by filling out a “Department Transfer Request” form, provided by the Company. When an opening arises, requests will be honoured based upon seniority and the Company’s ability to train the employee at the time.
- (b) Departmental transfers will be honoured prior to shift preferences being honoured.
- (c) An employee will be allowed to move to another department by using the departmental transfer requests, once in a 12 month period, unless the employee is moved from the department through no fault of their own.
- (d) Employees displaced from a department but remaining on the same shift, will be returned to said department upon recall, providing recall is within thirty ( 30 ) days of their displacement. After 30 days employees must submit a departmental transfer request to return to their original department.
- (e) When filling an opening by Departmental Transfer Request creates more openings, the Company will only honour two requests per shift. The third opening will be filled at the Company’s discretion.
- (f) In the case of excessive hiring, Departmental Transfer Requests will not be honoured due to the large influx of new employees.

### ARTICLE 16: SHIFT PREFERENCE

- (a) The Company will continue to recognize the fixed shift assignment.
- (b) The Company will make available a shift preference form to all employees in all classifications.
- (c) Employees interested in being considered for a different shift within the classification shall complete the form indicating the shift preferred.
- (d) Where it is necessary to increase the total number of “Attendants” in a department notwithstanding Article 14 and Article 15, the positions will be filled by applying the shift preference process as follows:
  - (i) Selection among all such applicants shall be based on a plant wide seniority basis; and
  - (ii) The initial positions will be filled by shift preference requests from “Attendants” on a plant wide basis; and
  - (iii) Thereafter the immediate resulting vacant positions will be filled by shift preference requests; and
  - (iv) Thereafter the resulting vacant positions will be filled at the Company’s discretion.

- (e) The chosen employee will be expected to accept the move when offered or forfeit his/her preference rights for a six month period.
- (f) Employees shall not be allowed to move by the shift preference system within six (6) months of their last move unless he/she was removed from the preferred shift by the Company, within the six month period.
- (g) 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.
- (h) Employees may present written requests for temporary shift exchange to their supervisors, for acceptance. Said request will not be unreasonably denied.

## ARTICLE 17: LEAVES OF ABSENCE

### 17.1 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.

### 17.2 Personal Leave

- (a) 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.
- (b) 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.
- (c) An employee requesting an Emergency leave, will be given every consideration by the Company, and time limits in (b) above will not apply.
- (d) No such leaves for personal reasons will be authorized for more than sixty (60) calendar days.

### 17.3 Medical Leave

- (a) Seniority on non-occupational medical leaves will accumulate for a period of two (2) years. After an absence of two (2) years due to non-occupational illness or injury, an employee will lose all seniority and be deemed no longer an employee of the Company.
- (b) Seniority on industrial medical leaves will accumulate for a period of three (3) years. After an absence of three (3) years due to industrial illness or injury, an employee will lose all seniority and be deemed no longer an employee of the Company.

### 17.4 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.

## 17.5 Educational Leave

- (a) An employee, upon attaining four (4) years seniority, may apply for a leave of absence for educational purposes, regarded as being related to the employee's employment opportunities with the Company, under the following provisions:
  - (i) Employee is attending an accredited college, university, technical school or high school in the status of a full-time student as defined by each institution.
  - (ii) Employee must furnish proof of attendance, upon completion of term.
  - (iii) Employee may exercise Educational leave of absence for a continuous period not to exceed one year.
- (b) The employee will request Educational leave at least two weeks in advance of the starting date and notify the Company at least two weeks in advance of end of leave. Seniority on Educational leave will accumulate for a maximum of sixty (60) days. Failure to return to work at the end of a leave will result in termination of employment with the Company.
- (c) An employee on Educational leave will have the right to purchase benefits from the Company, paying in advance, at the first of each month. An employee declining this offer will have their benefits terminated for the duration of his/her leave.
- (d) An employee returning from Educational leave will be eligible for vacation pay on a percentage basis only, in accordance with Article 26.2 and 26.4.
- (e) An employee is eligible for multiple Educational leaves of absence for a total not exceeding one year or one continuous Educational leave, not to exceed one year.
- (f) Employees on Educational Leave may apply for financial reimbursement, in accordance with the Employee Development Policy.
- (g) Time limitations for Educational leave do not apply to employees required to obtain education due to authorized apprenticeship programs with the Company.

## 17.6 Union Leave

- (a) 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. All requests for Union leave will be given due consideration provided no more than three (3) Committeepersons are off at one time and no more than one (1) Committeeperson is absent from a department and shift at one time.
- (b) 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 six (6) years. Seniority will accumulate at this time. An Employee on Union leave will have the opportunity to purchase benefits from the Company, by monthly payments to be paid at the first of each month. An employee declining this offer shall have his/her benefits terminated for the duration of the leave. Failure to return to work at the end of such leave will result in termination of employment with the Company.

17.7 Volunteer Fire-Fighter Leave

- (a) The Company will grant a paid leave of absence to a maximum of three (3) employees who are volunteer fire-fighters for such time as is necessary to attend emergency calls. Advance notice shall not be necessary in the case of emergency calls provided that 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. 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.

ARTICLE 18: JURY DUTY

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 19: BEREAVEMENT

- (a) In the event of a death of a member of their immediate family, employees will be allowed necessary time off, one day or 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 no later than the day following the day of the funeral.
  - (i) Up to three days for one of the following:  
Father, mother, sister, brother, son, daughter, grandparent, grandchild, or; current spouse, including common-law spouse, step-parent, father-in-law, mother in-law, daughter in-law, son-in-law, brother-in-law, sister-in-law, spouse's grandparents, step-grandparents.
- (b) Only employees who have passed their probationary period will qualify for bereavement pay.
- (c) Notwithstanding the above, where internment of a deceased member of an employee's immediate family is delayed, the employee 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 20: HOURS OF WORK

20.1

- (a) The normal hours of work in a work day will be:

11:00 p.m. to 7:00 a.m. on the Midnight shift  
7:00 a.m. to 3:00 p.m. on the Day shift  
3:00 p.m. to 11:00 p.m. on the Afternoon shift

- (b) It is a requirement that all employees shall be at their respective work stations and ready to

work at the start of the shift and shall remain so until the end of the shift unless otherwise directed.

- (c) It is understood that Customer and business requirements may make it necessary to work hours other than noted above and the Company may vary hours of work, as defined above by one and one half (1.5) hours. Notwithstanding the above, it is understood that paragraph (a) 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.

#### 20.2: Lunch Periods

- (a) A thirty (30) minute paid lunch will be provided. The time of such lunch period to be designated by the Company.

#### 20.3: Break Periods

A paid break period of fifteen (15) minutes in the first half of a full shift will be provided. The time of such break period to be designated by the Company.

### ARTICLE 21: OVERTIME

- (a) Effective August 1, 1999, time and one half shall be paid for all hours worked in excess of seven and one half (7 ½) hours.
- (b) Overtime will be paid at a rate of time and one half, except for the hours between 11:00 p.m. Saturday and 11:00 P.M. Sunday, which will be paid at double time.

#### 21.1: DISTRIBUTION OF OVERTIME

- (a) Overtime will as far as possible be evenly distributed among the employees capable of doing the work involved, in their respective job classifications, on their respective shifts, in their respective departments. 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 opportunity hours against that employee.
- (b) It is intended that employees within a classification, within a shift, within a department, should not show an imbalance in excess of 24 hours. It is understood that employees would not be required to work more than 12 hours per shift.
- (c) Where the records show an imbalanced distribution of overtime, the said imbalanced distribution of overtime will be adjusted by offering the available overtime to the employee with the least amount.
- (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, shift and department 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 overtime had he/she been at work.
- (e) Employees with work restrictions, not capable of performing the available work offered, will be charged opportunity hours, provided he/she would have had the

opportunity to work through normal rotation.

- (f) Employees on a Return to Work Program will not be given overtime opportunity until he/she is working an eight (8) hour shift.

## 21.2 GENERAL

- (a) The parties recognize that the needs of the Business will require overtime work and it is understood that employees will work overtime as required by the Company. The Company expects employees to accept his/her responsibility in this respect with a full spirit of cooperation.
- (b) The Company will schedule overtime based on classification, skill and ability when required to meet customer scheduled overtime. The Company will provide the employees with 48 hours notice of weekend overtime, whenever possible.
- (c) 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 employee with the least seniority.
- (d) Employees entering a classification through new hire, transfer, job posting, returning from a non-occupational medical or industrial leave, will be charged with overtime equal to the mean of the hours spread of the employees presently within the classification, department and shift.
- (e) Employees overtime hours will be updated on a daily basis and posted for review by the employees.
- (f) Where an employee is required to work a minimum of two (2) hours overtime the employee shall be provided a ten (10) minute paid break.
- (g) When a vacancy is created during weekend overtime, due to the absence of a scheduled employee, the Company shall fill the vacancy in any manner it chooses.

## ARTICLE 22: REPORTING FOR WORK ALLOWANCE

22.1 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.

22.2 However, in the case of a major disruption beyond the control of the Company, the Company will not be obligated for the payment of Reporting to Work Allowance.

## ARTICLE 23: CALL BACK PAY

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.

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 24: SHIFT ALLOWANCE

- (a) Where shift work is involved, the Company will pay additional compensation to

those employees on the following basis:

Afternoon shift    Forty cents (.40) per hour  
Midnight shift    Fifty-five cents (.55) per hour

(b) 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 25: HOLIDAYS**

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

### **August 1, 2002 to July 31, 2003**

Civic Holiday	August 5, 2002
Labour Day	September 2, 2002
Thanksgiving day	October 14, 2002
Christmas Eve	December 24, 2002
Christmas Day	December 25, 2002
Boxing Day	December 26, 2002
Floater Day	December 27, 2002
Floater Day	December 30, 2002
Floater Day	December 31, 2002
New Year's Day	January 1, 2003
Good Friday	April 18, 2003
Victoria Day	May 19, 2003
Canada Day	July 1, 2003
Personal Day	

### **August 1, 2003 to July 31, 2004**

Civic Holiday	August 4, 2003
Labour Day	September 1, 2003
Thanksgiving Day	October 13, 2003
Christmas Eve	December 24, 2003
Christmas Day	December 25, 2003
Boxing Day	December 26, 2003
Floater Day	December 29, 2003
Floater Day	December 30, 2003
Floater Day	December 31, 2003
New Year's Day	January 1, 2004
Good Friday	April 9, 2004
Victoria Day	May 24, 2004
In lieu of Canada Day	July 1, 2004
Personal Day	

### **August 1, 2004 to July 31, 2005**

Civic Holiday	August 2, 2004
Labour Day	September 6, 2004
Thanksgiving Day	October 11, 2004
Christmas Eve	December 24, 2004
In lieu of Christmas Day	December 27, 2004
In lieu of Boxing Day	December 28, 2004

Floater Day	December 29, 2004
Floater Day	December 30, 2004
In lieu of New Year's Day	December 31, 2004
Good Friday	March 25, 2005
Victoria Day	May 23, 2005
Canada Day	July 1, 2005
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 employee who has attained seniority the regularly scheduled hours at the straight time 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, personal leave or layoff, provided such leave or layoff commenced no longer than two (2) weeks prior to a paid holiday. In the event the layoff or leave is greater than two (2) weeks prior to the holiday, the holiday pay shall be as described in the ESA 2000. For the 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 of extending the holiday and which is supported by substantial proof.

## 25.4

If misrepresentation 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 been discharged and not reinstated, in accordance with 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. An employee who works on the holiday may 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 ) 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) 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 will be entitled to one (1) extra day as vacation with pay for each such holiday that may occur.

## **ARTICLE 26: VACATIONS**

### **26.1 Vacation Pay and Entitlement**

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 1<sup>st</sup> to June 30<sup>th</sup> , 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 1<sup>st</sup> of the vacation year.
- (b) The Company will provide two (2) weeks of vacation with 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 1<sup>st</sup> 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 as follows:
  - (i) Employees with a seniority date of July 31, 2002 or earlier shall be eligible for the above after three (3) years of service.
  - (ii) Employees with a seniority date of August 1, 2002 or later shall be eligible for the above after five (5) years of service.
- (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 1<sup>st</sup> of the vacation year.
- (e) The Company will provide four (4) weeks of vacation with pay equal to ten percent (10%) of the years wages provided the employee has fifteen (15) years of continuous service with the company as of July 1<sup>st</sup> of the vacation year.
- (f) The Company will provide five (5) weeks of vacation with pay equal to ten percent (10%) of the years wages provided the employee has twenty (20) years of continuous service with the company as of July 1<sup>st</sup> of the vacation year.
- (g) Employees who work less than 1200 hours during the twelve (12) month period prior to July 1<sup>st</sup> of the vacation year shall only be entitled to time off in keeping with the provisions of the Employment Standards Act.
- (h) All vacation pay computations will be based on gross earnings for hours worked and lunch time paid exclusive of vacation pay previously paid.
- (i) The Company will pay vacation pay on the Thursday prior to the plant vacation period, but further agrees to hold vacation pay to the week(s) of vacation, if the employee(s) requests.
- (j) Operating conditions permitting, employees may be allowed to take pay in lieu of vacation time off for the third and/or fourth week of vacation.

#### 26:2 Vacation Period

It is the Company's intention to schedule the annual two (2) week vacation 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 as soon as possible of any such situation.

- (a) Employees will take their vacation during the plant vacation period, except for those employees assigned to work in departments where essential operations must be maintained.
- (b) When a partial workforce will be needed during the plant's vacation period, work assignments will be made on the basis of the employee's plant wide seniority, within the classification and department to perform the available work. 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.
- (c) A list will be posted in advance of the vacation period. Employees wishing to work during the vacation period, need not be considered unless they have signed the list.
- (d) In a classification and department where more employees sign the list than are required to work, the employee(s) with the most plant wide seniority within the classification and department will be given the available work.
- (e) In a classification and department where an insufficient number of employees sign the list than are required to work, the employee(s) with the least plant wide seniority within the classification and department may be required to work during the vacation period.
- (f) Employees who elect to work during the scheduled vacation period will be paid the rate of pay for the job on which they are assigned.
- (g) Employees required to work during the scheduled vacation period will be paid the rate of pay for the job on which they are assigned or their present rate, whichever is greater.

### 26.3 Vacation Scheduling

- (a) Vacation shall be taken in the vacation year following the vacation year in which it was earned .
- (b) Employees are expected to take two (2) weeks of their vacation entitlement during the months of July and/or August.
- (c) The vacation may be a two week period or two periods of one week each. A week block shall be determined as five (5) consecutive working days, exclusive of weekends and/or holidays.
- (d) Employees who have taken their two weeks vacation in (i) above, and who are entitled to three or more weeks of vacation, shall be entitled to take one week of

vacation, one day at a time. Employees must apply in writing at least one (1) week ahead of the day which the employee wishes to take as part of his/her vacation. The Supervisor will respond to said request within 24 hours. The Company shall not be required to grant the same vacation day, when the volume of requests affect the Company's ability to meet our Customer's schedules.

- (e) Following the scheduling of the partial workforce which may be required during the vacation period, the employees will be surveyed by seniority, classification, department and shift to schedule their remaining weeks of vacation. At least two (2) weeks of the employee's vacation entitlement must be scheduled at this time.
- (f) The Company will grant vacation requests based upon production requirements, available skills and employee seniority standing during the Survey period..
- (g) All vacation weeks or days requested after the survey has been completed and vacations granted, will be based on production requirements and the order which the vacation requests are submitted. In the event of more than one employee(s) in the same classification, department and shift, submitting their request for vacation on the same day, and requesting the same vacation day(s), the senior employee(s) will be granted his/her request first.
- (h) The third or fourth week of vacation, shall be scheduled with the Company prior to April 1<sup>st</sup> of the current vacation year.

#### ARTICLE 27: SUPERVISORS - BARGAINING UNIT WORK

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 this section 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

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.

#### ARTICLE 29: HEALTH AND SAFETY

##### 29.1 JHSC

- (a) The Company recognizes a Joint Health and Safety Committee consisting of six (6) members, three (3) from Management and three (3) from the Union.
- (b) When a Worker Health and Safety Committee person or Alternate is absent for any reason, the Union may appoint a temporary replacement by informing the Company of the identity of said replacement.
- (c) The Company agrees to work in conjunction with the JHSC to resolve safety issues.

##### 29.2 PRECAUTIONS/RULES

- (a) The company will maintain adequate sanitary arrangements throughout the plant,

provide proper safety devices, formulate 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) 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.

### 29.3 SPECIAL CLOTHING

- (a) Where the nature of a task assigned to an employee requires the use of special equipment or clothing, such special equipment and/or special clothing will be provided by the Company. All safety equipment supplied shall be used and 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 if replacement is required, as outlined below:
  - (i) Effective August 1, 2002 up to \$ 130.00 per pair  
Effective August 1, 2003 up to \$ 140.00 per pair  
Effective August 1, 2004 up to \$ 150.00 per pair
  - (ii) with respect to persons employed in all departments other than paint 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
  - (iii) 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.
  - (iv) 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
  - (v) in order to determine whether replacement is required, all damaged shoes must be returned prior to the payment of said assistance.

### ARTICLE 30: SKILLED TRADES

31.1(a) For the purpose of this agreement, skilled trades will be as listed below:

Journeyman Millwright  
Journeyman Electrician  
Journeyman Tool & Die Maker

- (b) When a vacancy occurs in the "Journeyman" status, the job opening will be

posted recognizing the following qualifications:

- (i) Has served a bona fide apprenticeship and holds a certificate substantiating such training; or
  - (ii) Has proven eight (8) years or more experience satisfactory to the Company in related skill work to satisfy the requirements of the job and has successfully written an examination and received accreditation from the Ministry.
- (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.
- (d) The Maintenance Department will have a Group Leader, one per shift, as required to assist the Supervisor/Manager in various non-disciplinary duties.

### 31.2 Apprentices

- (a) The parties hereby agree to establish a Joint Apprenticeship Committee with two (2) members each from the Company and the Union. The Union members shall be appointed by the Union President and shall be from the Skilled Trades Classification.
- (b) The Committee shall meet every six (6) months, or more often, as may be required, to review the progress of the Apprentices in the Program and the Program itself to ensure compliance with the provisions of the Trades Qualifications Act.
- (c) The minimum qualifications for admission to the Apprenticeship Program shall be a Grade 12 education or its equivalent and all applicants must be eighteen (18) years of age or over. Exceptions to these requirements may be made by the Joint Apprenticeship Committee for applicants who have unusual qualifications.
- (d) All employees applying for admission to the program will be required to pass an aptitude test as approved by the Committee.
- (e) Wages - Apprentices shall be paid a progressively increasing schedule of wages in accordance with the following:

1 <sup>st</sup> thousand hours	not less than 65% of journeyman's wage rate
2 <sup>nd</sup> thousand hours	not less than 70% of journeyman's wage rate
3 <sup>rd</sup> thousand hours	not less than 75% of journeyman's wage rate
4 <sup>th</sup> thousand hours	not less than 80% of journeyman's wage rate
5 <sup>th</sup> thousand hours	not less than 85% of journeyman's wage rate
6 <sup>th</sup> thousand hours	not less than 90% of journeyman's wage rate
7 <sup>th</sup> thousand hours	not less than 95% of journeyman's wage rate
8 <sup>th</sup> thousand hours	not less than 95% of journeyman's wage rate

Bargaining Unit employees who's starting rate or credit level under the apprenticeship agreement would place them at less than their current rate, will remain at their current rate until normal advancement within the apprenticeship program places them at an even higher rate.

- (f) When an apprentice has completed the necessary hours of training as provided for in the regulations and after receiving his/her journeyman's certificate, he shall be paid the journeyman rate applicable for the trade in which he has served his

apprenticeship.

#### ARTICLE 31: NOTIFICATION TO THE UNION

The Company agrees to notify the Union President in advance of any line speed or cycle changes.

(a) The Company will supply the Union President with the following information monthly:

- (i) Employees who acquire seniority.
- (ii) Employees transferred in and out of the bargaining unit.
- (iii) Employees on leave of absence for more than one month.
- (iv) Employees on layoff for more than one week and employees recalled from layoff of more than one week.
- (v) Employees who have lost seniority, including those discharged.
- (vi) The names and addresses of all employees covered by the Collective Agreement.
- (vii) A list of employees by classification.

(b) The Company will supply to the Union President on a weekly basis:

- (i) A Manpower Placement Sheet.
- (ii) A list of all new hires, no later than the week following their date of hire.

(c) The Company will supply to the Union President on an ongoing basis:

- (i) A list of vacation schedules including the roster for partial workforce during vacation period.
- (ii) A list of Summer Students.

#### ARTICLE 32: CONSULTATION

Upon request of either party, the parties shall meet once a week 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.

The current production schedule will be presented the first and third meetings of the month and the second and fourth meetings of the month shall be utilized as Step 3 Grievance meetings, if required.

#### ARTICLE 33: GROUP INSURANCE

(a) The Company agrees to pay the premium cost of the Group Insurance Plan as follows:

- (i) Life Insurance - 2.0 times regular annualized earnings to an overall maximum of \$70,000.
- (ii) Accidental Death and Dismemberment - Equal to Life Insurance Benefit.

- (iii) Dependent Life Benefit - \$5,000 for current spouse, \$3,000 for each child.
- (iv) Weekly Disability - 1/1/8/35 at sixty-two percent (62%) of regular weekly wages. Payment commences immediately, with no waiting period for a disability resulting from bodily injuries effected directly and independently of all other causes, through accidental means commencing within 30 days of the accident. Payment commences on the first day of hospital confinement for which a charge is made to the provincial hospital plan provided the employee is an in-patient for a minimum of 24 consecutive hours, or the employee undergoes, as an outpatient, a surgical procedure. Payment commences following a seven day waiting period for a disability resulting from illness. Benefits are payable weekly for not more than thirty-five weeks of any one disability due to one or more causes.
- (v) Semi-Private Hospitalization - Difference between ward and semi-private coverage.
- (vi) Health Care - \$.35 Drug Card per agreement. Vision care benefits at \$225. per 24 month period as per the terms of the Carrier. The \$10/\$20 deductible will be applicable to Major Medical expenses only, as per employee booklet.
- (b) Dental Care- Dental Care for each full contract year of the Collective Agreement shall paid recognizing the ODA rate in effect as follows: Effective August 1st, 2002, the Plan will pay based upon the 2002 Ontario Dental Association Rates. Effective August 1st, 2003, payment will be based upon the 2003 Ontario Dental Association Rates . Effective August 1st, 2004, payment will be based upon the 2004 ODA.
  - (i) Effective August 1, 1999, assistance for Orthodontal care for dependant children 18 years or younger shall be provided as per the employee booklet. Reimbursement for Orthodontal services are subject to an annual maximum of \$750.00 and subject to a Lifetime maximum of \$1,500.00.
  - (ii) Effective August 5, 2001 assistance in the cost of Major Restorative services as per the employee booklet.
- (c) Group Insurance premiums 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) Group Insurance premiums 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 a layoff, all benefits with the exception of Weekly Disability (STD), 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) All benefits will be subject to the terms of the master agreements between the Employer and respective providers. The Company will provide each seniority employee with the information booklets outlining all of the current provisions of the benefit plans. The Company agrees to supply the Union with a copy of such agreement(s).



ARTICLE 34: GROUP PENSION

- (a) The Parties have negotiated a Defined Contribution Pension Plan which forms part of this agreement. The Plan's full provisions are set out in the Plan Document which is registered under Provincial Registration No: 1008556.
- (b) All seniority employees are members of the Plan until they attain mandatory retirement age of 65 years.
- (c) The investment decisions under the Plan for all contributions reside with the employees.
- (d) Regular wages for the purpose of this Article is the employee's hourly rate x 40.0 hours.
- (e) The Company will pay, to a maximum of 2% of an employee's regular wage, for the following Non-Active Employees.
  - (i) Employees on Maternity & Parental leaves for a one year maximum.
  - (ii) Employees on WSIB leave for a one year maximum.
  - (iii) Employees on Union leave of any duration not exceeding one year maximum.
- (f) Employees who receive Vacation Pay or receive Holiday Pay will be credited with hours for calculating Pension Plan contributions.
- (g) The Company will provide advance notice to the Union of a change of pension carrier and consent to change will not be unreasonably or arbitrarily withheld.
- (h) All claims will be subject to the terms of the Defined Contribution Pension Plan. The Company agrees to supply the Union with a current copy of said agreement.
- (i) The Company will provide an information booklet to all employees to assist in both their planning for retirement and their understanding of the Plan.
- (j) The Company agrees to provide a Pension Plan for all seniority employees, which shall be funded on the basis of seniority and the employee's regular wages. The funding levels for each year of this agreement are detailed on Schedule "A".
- (k) Employee contributions to the Defined Contribution Pension Plan and the First Ontario Labour Sponsored Fund both qualify for matching contributions as outlined on Schedule "A" above.

**SCHEDULE "A"**  
**PENSION CONTRIBUTIONS FOR DDM HOURLY**  
**EMPLOYEES BY CONTRACT YEAR**

**Contract Years: August 1, 2002 to July 31, 2005**

<b>Seniority Employees whose service On August 1 is:</b>	<b>Company Contribution</b>	<b>Employee Contribution</b>
Less than Five years	1.35%	<b>Optional</b> to max. allowed by govern. regulations

5 years but less than 10 years by govern. regulations	2%	<b>Optional</b> to max. allowed
More than 10 years	2%	Optional to max. allowed by govern. regulations
OR		
DDM contributes the additional 1% to a maximum of 3% if the employee contributes 1%	3%	Minimum 1%
OR DDM will match your contribution at 50% up to a maximum matching contribution equal to 3% of your annual basic wage	3.5%	Minimum 2%
	4%	Minimum 3%

ARTICLE 35: WAGES & COLA

35.1 Wages

- (a) The general wage structure attached hereto in Schedule A shall remain in effect for the duration of the contract.
- (b) Employees will be paid on a weekly basis on Thursday for the wages earned to 11:00 p.m. on the previous Sunday.
- (c) An error in an employee's recorded hours of work in excess of fifty dollars, caused by a Company representative, will be corrected within 24 hours of notice to the Company.
- (d) Employees will be eligible for payroll deductions to: First Ontario Fund, a Defined Contribution Pension Plan Provider, the United Way and Canada Savings Bonds.
- (e) Employees who are selected by the Company to fill the positions of Trainer coordinator or Group Leader (Maintenance Department) shall be entitled to a premium equivalent to \$0.50 per hour in addition to the applicable regular rate of pay.

EXHIBIT A

The hourly wage rate for the individuals currently employed by the Company and new hires are

outlined in Exhibit A of this agreement and by reference herein are made part of this Agreement. The Company will continue its practice in regards to the payment of wages by direct deposit.

<b>JOB CLASSIFICATION</b>	<b>CLASS</b>	<b>AUG.5/02</b>	<b>AUG.4/03</b>	<b>AUG.2/04</b>
Attendant	A	16.57	17.17	17.77
Attendant	B	15.54	15.94	16.34
Attendant	C	14.51	14.71	14.91
Attendant	D	13.48	13.48	13.48
Janitor	A	16.57	17.17	17.77
Janitor Trainee	B	16.02	16.62	17.22
Inventory Auditor	A	16.90	17.50	18.10
Inventory Auditor Trainee	B	16.35	16.95	17.55
Line Inspector	A	16.90	17.50	18.10
Line inspector Trainee	B	16.35	16.95	17.55
Material Handler	A	16.90	17.50	18.10
Material Handler Trainee	B	16.35	16.95	17.55
Quality Auditor	A	17.47	18.07	18.67
Quality Auditor Trainee	B	16.93	17.53	18.13
Shipper/Receiver	A	17.47	18.07	18.67
Shipper/Receiver Trainee	B	16.93	17.53	18.13
Operator	A	17.67	18.27	18.87
Operator Trainee	B	17.13	17.73	18.33
Ship/Rec Clerk	A	18.02	18.62	19.22
Ship/Rec Clerk Trainee	B	17.67	18.27	18.87
Stores Inventory Clerk	A	18.02	18.62	19.22
Inventory Clerk Trainee	B	17.67	18.27	18.87
Maint. Inventory clerk	A	18.02	18.62	19.22
Inventory Clerk Trainee	B	17.67	18.27	18.87
Maintenance Helper	A	18.02	18.62	19.22
Paint Mixer	A	18.21	18.81	19.41
Paint Mixer Trainee	B	17.87	18.47	19.07
Paint Mixer Trainee	C	17.51	18.11	18.71
Paint Equip. Repair	A	18.21	18.81	19.41
Paint Equip. Repair Trainee	B	17.87	18.47	19.07
Paint Equip. Repair Trainee	C	17.51	18.11	18.71
Spray Painter	A	18.21	18.81	19.41
Spray Painter Trainee	B	17.87	18.47	19.07

Spray Painter Trainee	C	17.51	18.11	18.71
Spray Painter Trainee	D	16.96	17.56	18.16
Systems Operator	A	18.82	19.42	20.02
Systems operator Trainee	B	18.31	18.91	19.51
Systems operator Trainee	C	17.56	18.16	18.76
Systems operator Trainee	D	17.01	17.61	18.21
Set up Moulding	A	19.50	20.10	20.70
Set up Moulding Trainee	B	19.00	19.60	20.20
Set up Moulding Trainee	C	18.46	19.06	19.66
Set up Moulding Trainee	D	18.05	18.65	19.25
Maintenance Mechanic	A	23.33	24.18	25.03
Journeyman Electrician	A	25.12	25.97	26.82
Journeyman Electrician	B	24.16	25.01	25.86
Journeyman Millwright	A	25.12	25.97	26.82
Journeyman Millwright	B	24.16	25.01	25.86
Tool and Die Maker	A	25.12	25.97	26.82
Tool and Die Maker	B	24.16	25.01	25.86

#### COST OF LIVING ADJUSTMENT (COLA)

Effective upon the release of the October 2001 Consumer Price Index, each employee shall have their hourly base pay rates adjusted by the cost of living adjustment (COLA) calculation, as set forth in this section.

The basis for determining the amount of the COLA shall be the Consumer Price Index published by Statistics Canada , 1992 = 100 and hereinafter referred to as the Consumer Price Index (CPI).

The COLA calculations shall be based on the point change between the respective Quarterly CPI Average and the Base Period. The Base Period shall be established as the CPI average of the months of May, June and July 2001. The Quarterly CPI Average shall mean the average of the CPI over the three months of that quarter ending with the Calculation Date. (For clarification, the first Quarterly CPI Average will be the result of the sum of the CPI for the months of August, September and October, 2001, divided by 3.)

The COLA Calculation Dates are: October 31, 2001, January 31, 2002 and April 30, 2002, and quarterly thereafter. The first COLA calculation shall be made following the publication of the October 2001 CPI data by Statistics Canada.

The CPI point change shall be determined on or about each of the four COLA Calculation Dates (upon release from Statistics Canada) by determining the point change between the Quarterly CPI Average of the quarter ending with the Calculation Date and the Base Period. The adjustment to the hourly base pay rate shall be made effective on the Monday following the release of the CPI data from Statistics Canada.

The parties agree that for every .25 point change between the Quarterly CPI Average and the base period, there shall be a corresponding 1 cent (\$.01) per hour change to the hourly base pay rates, rounded to the nearest cent. (For clarification, should the difference between the Quarterly CPI Average and the Base Period, when divided by .25, be equal to or greater than one half cent it shall be rounded up to the next cent, otherwise rounded down. For example, if the difference in the Quarterly CPI Average and the Base Period

was .40 points, then this would equal 1.6 cents (\$.016) (.4 / .25) and therefore 2 cents (\$.02) would be the COLA. If the difference in the CPI Averages was .37 points, then the COLA would be 1 cent (.37 / .25 = 1.4 cents)).

The cumulative COLA shall be calculated on subsequent Calculation Dates (January and April 2002) and will be the cumulative point change between the respective Quarterly CPI Average and the Base Period and the hourly base pay rates will be adjusted accordingly. No change to the hourly base pay rates from any single quarter shall be included more than once.

No retroactive adjustments shall be made in the event that Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form of the basis of calculating the index for 1992. If Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form of the basis of calculating the index, the parties agree to ask Statistics Canada to make available, for the life of this agreement, a monthly index in its present form and calculated on the same basis as the Index for 1992

#### ARTICLE 36: TERMINATION

Upon ratification, this agreement shall be effective from August 1, 2002 to July 31, 2005 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 intentions to amend the Collective Agreement.

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.

The parties agree to a process that allows for early negotiations, providing the Union receives a letter of intent to enter into early negotiations, no greater than nine (9) months prior to the expiration of the Collective Agreement. The Company agrees to pay the Union Bargaining Committee for all time spent in actual Collective Bargaining meetings with the Company. The parties will meet to discuss payment of wages and schedules for preparation time connected to the bargaining process.

Signed at Tillsonburg, Ontario, this    th day of June, 2002.

For the Union  
IAMAW Local 2792

For the Company  
DDM Plastics Company

S. Brown  
B. Brereton  
A. Coffin  
W. Materick  
C. Sibley  
G. Tilton

G. Agnew  
L. Marentette  
J. Miller  
R. Scott  
T. Shaw  
E. Foster

#### APPENDIX "A"

Letter of Intent # 1

RE: EMPLOYEE DEVELOPMENT PROGRAM

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

**Employees shall be reimbursed up to twelve hundred and fifty dollars (\$1250.00) annually for successfully completing courses directly related to their job function, and employment at DDM.**

This program shall also apply to members of the Union Committee for Labour sponsored education to a maximum of \$ **4,000.00** per year.

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

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

Letter of Intent # 2  
TECHNOLOGICAL CHANGE

Technological Change will be defined as changes in technology to the process, equipment or production methods that significantly alter the necessary skill and knowledge required to perform such by our existing workforce.

In the event of Technological Change, the Company will provide the Union with advance notice and meet with the Union Committee to discuss the anticipated impact on the workforce.

Where, as a result of Technological Change, new or greater skills are required for employees within the classification affected by the change, the employee, may at the expense of the Company, be provided with a reasonable period of training.

In the event that an employee cannot be successfully retrained, said employee will be allowed to claim a job in accordance with his/her plant wide seniority and experience on record.

An employee permanently displaced from his/her classified position due directly to Technological Change, will have his/her current rate of pay red circled for a period of six (6) months.

Letter of Intent # 3  
TRAINER COORDINATOR/GROUP LEADER

The Company intends to restructure the current position of Trainer.

Effective upon ratification of this contract, the position will be called "Trainer Coordinator".

It is the responsibility of the Trainer Coordinator, under the direction of the Supervisor, to assist where necessary, to coordinate training, keep records and provide relief as required.

The Maintenance Department will replace Trainers with Group Leaders.

Trainer Coordinators and Group Leaders are expected to carry out their responsibilities in the spirit of teamwork and cooperation, not through direct supervision.

It is understood that Trainer Coordinator and Group Leader 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.

When a Trainer Coordinator or Group Leader position becomes available, the Company will place a notice on the board and interested employees may submit a resume for the Company's consideration.

Letter of Intent # 4  
HARASSMENT IN THE WORKPLACE

The Company and the Union agree that ALL employees of DDM Plastics Inc., will abide by the Anti-Harassment Policy which shall be signed by the President of the Company and posted on the bulletin board. The DDM Policy shall be incumbent of all prohibited grounds under the Human Rights Code and other grounds as outlined in the Policy.

The Company and the Union are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome", that denies individual dignity and respect. Elements of such an environment may include but are not limited to:

1. Displays of nude or sexually suggestive pictures.

2. Unwelcome invitations or requests of a sexual nature.
3. Verbal abuse or threats.
4. Practical jokes which may cause awkwardness or embarrassment.
5. Unwelcome remarks, jokes of a racial or sexual nature, innuendo or taunting about a person's body, gender or sexual orientation.
6. Condescension, paternalism or patronizing behaviour which undermines the self respect of an individual(s).
7. Unwelcome, unnecessary physical contact such as touching, patting, pinching, blocking or physically restraining passage.

All employees are expected to treat others with courtesy and consideration and to discourage harassment.. All accusations of harassment will be treated as serious and an investigation according to the Anti-Harassment Policy will be undertaken. Employees found to be in violation of our joint declaration will be subject to disciplinary action up to and including discharge

Letter of Intent # 5  
W.S.I.B. WAIVER

During negotiations, the Union expressed concern about the employees who were in need of financial assistance while awaiting the disposition of the Workplace Safety and Insurance Board's decision to allow or deny a claim regarding a work related injury.

It was agreed that upon completion by the Employee of a personal guarantee and letter of authorization, the Company will provide an advance to an employee who has applied for W.S.I.B. benefits provided that the employee satisfies the eligibility requirements for S&A benefits. The amount of the advance shall be the equivalent of S&A benefits. The Company will provide the advance on a weekly basis only until the W.S.I.B. has issued an initial decision as to the employees eligibility for benefits, in which at that time, the Employee will agree to reimburse the Employer the amount of advance received upon the W.S.I.B. benefits being granted. In the event the W.S.I.B. denies entitlement to the above noted claim, S&A benefits shall continue until such time as the employee returns to work or his eligibility should change.

Letter of Intent # 6

It is the Company's intention to seek Customer contracts which will necessitate that DDM run their operation on a 48 hour work week schedule.

The Union and Company representatives have discussed ways in which we can ensure that our Customer's needs are successfully met with J.I.T. delivery of quality products.

The Parties are united in seeking contracts which will require a six day operation and agree that voluntary overtime is the desired means of scheduling the personnel to achieve our Customer's delivery requirements.

The Parties agree that DDM should seek contracts which will require DDM to operate on a 48 hour work week and they agree that employees may be unable to or may not wish to work all scheduled overtime.

Therefore, to supplement the work force and ensure our Customer's requirements are met, the Parties agree that a Student Labour pool will be established and utilized according to Letter of Intent # 12.

In summary, the Parties are united in ensuring our Customer requirements will be satisfied.

Letter of Intent # 7



## RESTRUCTURING MAINTENANCE DEPARTMENT

The classification of Maintenance Mechanic will retain the current incumbents, at the signing of this agreement. When said incumbents leave the classification of Maintenance Mechanic, their positions will be eliminated.

The current Maintenance Mechanics may apply to the Ministry for Journeyman Millwright status. If he becomes certified by the Ministry, he will automatically receive the Journeyman Millwright classification and applicable wages by the Company.

The classification of Maintenance Helper will be phased out after all current incumbents, at the signing of this agreement; have vacated the position, for whatever reason.

It is understood that the restructuring of the Maintenance Department will result in more efficient operations and all Journeyman Millwrights and Apprentices will be required to perform Preventative Maintenance checks as part of their regular duties.

Should an Apprentice be unsuccessful at progressing through the levels, as required by the Ministry, the Company will have the right to remove said employee and offer the Apprenticeship to another employee.

### Letter of Intent # 8

#### BENEFITS/EDUCATION AND UNION LEAVE

This will confirm the understanding between the Company and the Union that an employee on Educational Leave will be eligible to purchase benefits from DDM, with the exclusion of Weekly Indemnity.

An employee who serves a full time position with the Union shall be eligible to purchase benefits from DDM including Weekly Indemnity.

The cost of benefits will be at rates existing at the time of the leave. Monthly cheques must be deposited with the Health Care Department of DDM to ensure continuance of the benefit.

### Letter of Intent # 9

#### MULTIPLE JOB POSTINGS

Multiple openings in the same classification, on different shifts, will be placed on the board as separate job postings.

### Letter of Intent # 10

#### E.I. REBATE

The parties recognize that the Employment Insurance premium reduction may be passed on to employees as a group either in the form of a cash rebate or in the form of employee benefits.

As a result of the improvements negotiated by Local 2792 in this agreement, effective August 1, 2002, the parties agree that the employees' portion of the Employment Insurance Premium reduction will be returned to the Company in full for three (3) years, through December 31, 2005.

### Letter of Intent # 11

#### NON-PRODUCTION OVERTIME

The Company will attempt to equalize non-production weekend overtime among all employees capable of doing the work, within the classification.

Non-production overtime shall not include inventory which is always scheduled for the day shift.

It is understood that it will not always be possible to maintain an equal opportunity for non-production

overtime between the shifts.

Letter of Intent # 12  
SUMMER STUDENTS

It is agreed by the parties that Summer Students will be utilized between the months of May through August. The utilization of Summer Students remains the sole discretion of the Company and will not hinder the process of hiring regular hourly employees. The Company will meet with the Union annually to discuss any current need to hire Summer Students.

Summer Students will be utilized as follows:

- (a) Summer Students will not be entitled to work if any seniority or probationary employee(s) are on layoff.
- (b) Summer Students will not be allowed to work overtime, unless all seniority and probationary employees within the classification and on the shift where the work is required, have been given the opportunity to work.
- (c) Summer Students will not attain seniority nor be eligible for Company provided benefit programs.
- (d) Summer Students will earn the lowest entry level rate.
- (e) Summer Students will be paid a premium rate at one-and-one-half times their regular rate only for all hours worked on Sundays and Holidays and all hours worked in excess of forty hours in a week.
- (f) Summer Students will be eligible for vacation pay and holiday pay in accordance with the Employment Standards Act.
- (g) Selection for Summer Students will be at the sole discretion of the Company. However, preference will be given to DDM employees' immediate family members and DDM employees on Educational leave from the Company.
- (h) It is agreed that this program will be reviewed between the Company and the Union on an ongoing basis.
- (i) It is agreed that the Summer Students will be utilized for the four month period beginning May 1<sup>st</sup> and continuing through August 31<sup>st</sup>, unless mutually agreed between the parties to extend the time period.
- (j) Summer Students obligation to the Union shall be per Article 3 of the Collective Agreement.
- (k) It is mutually agreed that this Letter of Intent can be cancelled within 30 days of written notice, stating the parties reason for cancellation.

Letter of Intent # 13  
ARBITRATORS' DECISION

The Union and the Company agree to abide by the Arbitrators decision regarding Vacations during Layoff for the duration of the Collective Agreement.

Letter of Intent #14  
HEAT STRESS POLICY

It has been agreed that the Company will work with the Joint Health and Safety Committee (JHSC) to consider ways of reducing Heat Stress.

A Heat Stress Prevention Program, based on accepted standards with the Ministry of Labour, will be developed by the JHSC and sanctioned by the Company.

Letter of Intent # 15

#### OVERTIME EQUALIZATION

It is the Company's intention to monitor the Overtime Equalization. In an effort to ensure compliance with Article #21, the Manufacturing Managers will regularly review the Overtime Equalization sheets and take whatever action is necessary to correct any problems.

#### Letter of Intent #16

##### Ten Hour Shift

During the current negotiations, the parties discussed the concern regarding the impact of short/down workweeks on the senior hourly employees at DDM.

The Company proposed the implementation of ten ( 10 ) hour shifts in an effort to reduce the impact of short/down workweeks.

The Company shall determine the need to schedule a ten ( 10 ) hour shift based on capacity and Customer requirements.

##### Hours of Work

In the areas that are running on the 4/20 shift the regular workweek shall consist of four ( 4 ) days, ten ( 10 ) hours per day which shall be equal to forty ( 40 ) hours in the week. The start times in the workday shall be determined by the Company. An employee will not be required to work more than forty eight ( 48 ) hours in a week. A thirty- ( 30 ) minute paid lunch will be provided. The time of such lunch period to be designated by the Company. Two ( 2 ) paid break periods, one of fifteen ( 15 ) and one of ten ( 10 ) minutes will be provided. The time of such break periods to be designated by the Company.

##### Overtime

Overtime will be paid at time and one-half the employee's straight-time hourly rate and shall be paid for all hours worked which are beyond ten ( 10 ) hours in the case of a regularly scheduled ten ( 10 ) hour shift and forty hours in the week. Saturday and Sunday overtime shall be paid in accordance with the Collective Agreement. Overtime shall be offered to employees in their respective department and respective classification on the respective shift where the overtime opportunity occurs.

##### Paid Holidays

The holiday shall be as described in the Collective Agreement. Payment for the holiday(s) will be paid as described in the Collective Agreement.

##### Review Process

The parties agree that this Letter will be reviewed on a quarterly basis. Any changes resulting from the review will be arrived at by mutual agreement with the intention of further reducing the impact of short weeks on seniority hourly employees.

#### Letter of Intent # 17

##### MAINTENANCE INVENTORY CLERK

This letter is to confirm the Company's intent to proceed with eliminating the job classification of Maintenance Inventory Clerk, as originally notified to the Union on January 22, 2002.

The work formerly performed by the Maintenance Inventory Clerk will continue to remain in the bargaining unit. It will now be performed within the classification of Stores Inventory Clerk.

The Company agrees to leave the classification Maintenance Inventory Clerk in "Schedule A" for the duration of the Collective Agreement.

#### Letter of Intent #18

##### OVERTIME WORK

When overtime work is required, the Company will use its best efforts to allocate that work to the employees within the classification in which the work is required.

#### Letter of Intent # 19

##### BENEFITS DURING LAYOFF

All benefits under 33.1 (d) (iii) will continue to be paid in accordance with the provisions of the Collective

Agreement, provided that such benefit will never be less than the benefit required under any provision of the *Employment Standards Act, 2000*.

Letter of Intent # 20  
NOTICE OF CLOSURE

The Company shall provide two (2) months notice of any decision to close the plant covered by this Agreement, unless the Company has no prior knowledge of the circumstances leading to the closure. Such notice shall be in writing and indicate the reasons for the closure.

The Company and Union will meet immediately thereafter to discuss the closure and attempt to reach agreements which minimize the impact of the closure on employees in the bargaining unit.

The Company also agrees to fund a Job Search Committee in order to assist employees in finding new employment.

DDM PLASTICS COMPANY  
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 work hours unless granted permission by your supervisor.

2. Bulletin Boards

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

3. Cameras

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

4. Time Attendance Swipe Cards

Do not swipe any swipe card in the Attendance Card Readers 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 their fellow employees, but also employee and Company property.

6. Destruction of Property

Any willful or malicious destruction of Company property, including the 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. Influence of alcohol or illegal drugs

Employees shall not possess, use or be under the influence of alcohol or illegal drugs during working hours.

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 permitted in designated areas. Smoking areas are identified by signs allowing smoking privileges in those areas. See Company's Smoking Policy.

12. Solicitations

Solicitations on the Company premises may be conducted only with the express permission of the VP of General Affairs (or 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. Do not wear rings in the plant. See Company's Hair, Loose Clothing and Jewelry Policy.

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.

DDM PLASTICS COMPANY  
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!!!!

1. Good Housekeeping is an important step towards safety. Keep your work area neat and clean and participate in the goals of the company's 3S program.
  - (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 glass bottles into the working area of the plant.
2. 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.
3. 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.
4. Wear good substantial shoes in good repair. Toeless or high heeled shoes are particularly dangerous. Safety shoes are compulsory when working in the plant.  
Specific protective footwear is compulsory on designated jobs or areas, such as the Static Dissipative (SD and ESD) footwear requirement when entering the paint clean room.
5. Do not tamper with safety devices!!! Report any unsafe conditions to your supervisor. Do not operate any machine unless safety device is in perfect condition and adjustment.
6. Do not clean, adjust, oil or repair any machine while it is running. Shut it off first.
7. All employees are required to comply to Company's hair, loose clothing, and jewelry Policy.  
Long hair shall be suitably confined to avoid possible entanglement near any moving machinery or other devices.
8. All employees are required to wear the wearing apparel provided by the Company.
9. Do not run in the plant or office area.
10. 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.
12. 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.
13. Hearing protection must be worn at all times while working in areas so designated. See Company's Hearing Protection Policy.
14. No passengers riding on Power Lift Trucks or Hand Trucks, it is a dangerous act and will not be permitted. All operators must follow the established company safety rules and Government Regulations and Guidelines for the operation of a Power Lift Truck.

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.