

## **PURPOSE**

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Union and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

The parties hereto recognize their mutual interest in and responsibility for the successful operation of the Company and agree it is the duty of the Employer and the Employees to promote at all times the progress of the Plant by co-operating to the fullest extent in all matters having to do with the successful operation of the Company.

Use of the masculine gender in this Agreement shall be considered also to include the feminine where applicable.

## **ARTICLE 1 - RECOGNITION**

1.01 The Company recognizes the Communications, Energy and Paperworkers Union of Canada as the bargaining agent of all employees of Revlon Canada Inc., save and except supervisors, persons above the rank of supervisor, office, laboratory and sales staff.

1.02 The Union recognizes that it does not have bargaining rights, and is not the certified bargaining agent, with respect to workers supplied to the Company by temporary employment agencies. The Company and the Union agree that these workers supplied by temporary employment agencies are not employees of the Company and are not members of the bargaining unit. The company does recognize, however, that the Union does have an interest in protecting the rights of the members of the bargaining unit. Therefore:

It is not the Company's intent to replace any of its current permanent full time employees with temporary agency workers. In the event of a layoff, the Company will first recall all permanent full time employees to fill open positions that they are qualified to do prior to bringing in any temporary agency workers.

In addition, to ensure that there are an appropriate number of permanent full-time employees versus temporary agency workers, the Company proposes to use the following formula to add additional permanent full time positions to the work force:

For every position occupied by workers supplied by a temporary agency for a period equal to or more than 100 work days out of a 5 month period, the Company will create a permanent full time position.

## **ARTICLE 2 - UNION SECURITY**

2.01 In order that the Union and its members be furnished with the most effective means available to demonstrate their responsibility in discharging their Collective Agreement, the Company agrees that it shall be a condition of employment for all employees in the bargaining unit to make application for and to become and remain members of the Union.

2.02 All employees within the bargaining unit shall, as a condition of continued employment sign an authorization form, supplied by the Union, authorizing the Company to deduct the amount of monthly dues which the Union uniformly levies upon its members in accordance with its Constitution.

2.03 In addition, the Company will deduct, on each pay day, an amount set by the Local Union and remit same to the Financial Secretary of Local 323. A list consisting of each employee's name shall accompany each of these cheques, with the provision that the list supplied with the first week's deduction shall include each employee's standard hourly rate.

Should the Union require any change in the amount of the Union Dues the local union will advise the Company of any change thirty (30) days prior to the effective date. The Company will also deduct the Union's uniform initiation fees from new members from the first pay of the month following the month of the employee's acceptance to membership in the Union.

The Company will remit all monies owing to Local 323's Financial Secretary not later than the 10th day of the month following the month monies were deducted.

2.04 The Union agrees to defend and hold the Company completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Company has acted wrongfully or illegally in making such checkoff deductions.

2.05 If any employee is absent from work at the time of deduction, that week's dues will automatically be deducted the following week, in addition to the current week's dues.

## **ARTICLE 3 - PROBATIONARY PERIOD FOR NEW EMPLOYEES**

3.01 All newly hired employees will be placed on a ninety (90) "days worked" probationary period except for Grades A-1, A-2, A-3 and above which will have a probationary period of one hundred and twenty (120) days worked. The Company may discharge workers during their probationary period with or without cause, in its sole discretion and without the right of review on the part of the workers or the Union.

**ARTICLE 4 - HOURS OF WORK**

4.01 It is understood and agreed that this Article defines the usual hours of work and shall not be construed as a guarantee of days of work per week or as a guarantee of working schedules.

4.02 Definition of Day and Work Day  
A "Day" is the twenty-four (24) hour period beginning with the start of an employee's scheduled shift. The "work day" is eight (8) consecutive hours of work in the twenty-four (24) hour period.

4.03 Definition of Work Week  
The usual "Work Week" is made up of five (5) days Monday through Friday.

4.04 LUNCH PERIODS - a thirty (30) minute unpaid lunch period will be provided on each shift.

4.05 The usual hours of work per week for all employees shall be forty (40) hours Monday to Friday as follows:

1st shift: - Dist	7:45 a.m.	to	4:15 p.m.
- Prod	8:00 a.m.	to	4:30 p.m.
Afternoon shift	3:30 p.m.	to	12 midnight
3rd shift:	11:30 p.m.	to	8:00 a.m.

4.06 The Company may establish different shifts other than that contained in Article 4.05 provided there is a valid business reason and the union and employees affected receive one week prior notice.

4.07 REST PERIODS - a ten (10) minute paid relief period will be allowed during the midpoint of each half shift.

4.08 The Company shall notify the Union not later than April 15th of each year, of their intent to implement full or partial summer hours. Should summer hours be implemented, they shall commence on the 2<sup>nd</sup> Thursday in May and end on the Wednesday after Labour Day.

The hours of work during the above noted summer hours shall be:

Production:

Monday through Thursday - 7:00 a.m. to 4:30 p.m.  
Fridays (No Lunch) 7:00 a.m. to 11:00 a.m.

Distribution:

Monday through Thursday - 6:45 a.m. to 4:15 p.m.  
Fridays (No Lunch) 6:45 a.m. to 11:45 a.m.

Afternoon Shift:

Monday through Thursday - 4:30 p.m. to 1:00 a.m.  
Fridays 11:00 a.m. to 7:30 p.m.

## **ARTICLE 5 - SHIFT WORK**

- 5.01 All employees assigned to a shift which regularly starts at 4:00 p.m. shall receive a shift differential of \$0.50 per hour. All employees assigned to a regular shift commencing after 11:00 p.m. shall receive a shift differential of \$0.60 per hour.
- 5.02 Employees hired for the day shift will not be involuntarily transferred to another shift. If there is no work available for such employees of the day shift, they will be permitted to elect to be laid off under the seniority provisions of the Collective Agreement rather than accept a shift transfer.
- 5.03 Shift work will be voluntary on a plant seniority basis provided the employee has the minimum qualifications to do the job.

## **ARTICLE 6 - OVERTIME**

- 6.01 Employees are expected to work reasonable overtime hours schedules for their job classification. Except in emergency situations, the employer will attempt to schedule overtime at least 24 hours in advance. An employee who cannot work overtime due to compelling personal reasons, should notify his/her Supervisor as soon as the overtime schedule is announced. To the extent it is deemed practical, the Employer will try to assign overtime work equally to all employees in a job classification. Overtime however, will be offered to departmental employees in order of seniority, on a rotating basis. A refusal to work the overtime will be considered time worked for the purpose of rotation and the employee will not be asked to work overtime again until the rotation comes back to them. Should the Company need additional employees to the number agreeing to work, then seniority outside the department, in the job classification, subject to necessary qualifications will prevail. Overtime at the Company request will be paid at the employees regular rate or the rate where the overtime exists whichever is greater.
- 6.02 Overtime worked at the employees option shall be the rate for the job done on overtime. Also provided that an employee's refusal to accept overtime at a lower rate shall be reasonable.
- 6.03 One and one half (1 1/2) times the straight time hourly rate will be paid for all time worked in excess of eight (8) hours per day in excess of forty (40) per week, except in a week in which a holiday is celebrated, in which the forty (40) hours would be counted as thirty-two (32) and all work on Saturday, except in the case where a different shift is instituted (as per Article 5.01 & 5.02) starting on a day other than Monday. In this case, one and one half (1 1/2) times the straight time hourly rate will not be paid for Saturday as such but will be paid for the sixth day scheduled.
- 6.04 Employees who work on a recognized holiday will receive time and one half for all hours worked in addition to any holiday pay for which they were eligible. Employees will receive double time for all hours worked on Sunday except in the case where a different shift is initiated (as per Article 5.01 & 5.02) starting on a day other than Monday. In this case, double time for all hours worked will not be paid for Sunday as such but will be paid for the seventh day scheduled.
- 6.05 Employees who work more than two working hours at the end of their shift or a full eight hour day on Saturday or Sunday will receive a meal ticket good for a meal in the company cafeteria, value up to \$6.00 in addition to their overtime pay, provided the Company has not given notice to the employee prior to noon of the previous day, of the need to work overtime. The meal ticket will be provided to the employee no later than lunch break on the next regular work day and is to be used to purchase a meal.

If the employer requests employees to work a specific amount of

overtime hours, and the employees agree to work the number of hours specified, they shall be guaranteed payment for the number of hours if the work is done in less time than specified or is not required, provided they are present to work and the reasons for the specified amount of overtime hours being less are not beyond the Company's control. The foregoing shall also apply when employees are requested to work overtime on inventory. The employer has the right to substitute alternate work in order to keep the employees actively employed for the total hours agreed for the overtime period.

6.06 An employee who has completed his regular shift and has clocked out and is then recalled to work extra time, shall receive a minimum of four (4) hours straight time pay or shall be paid at the appropriate overtime rate for hours so worked, whichever is the greater.

6.07 An employee who reports as scheduled for work at the beginning of his regular shift, unless he has been notified not to report, will receive at least four (4) hours of work at his straight time base hourly rate or shall be paid for four (4) hours at his straight time base hourly rate exclusive of premiums except where the employer is unable to provide work for the employee because of fire, lightning, power failure, storms or other reasons that are beyond the control of the employer, resulting in the stopping of work. An employee who reports may be assigned to any job providing he/she is paid their regular rate.

## **ARTICLE 7 - PAID HOLIDAYS**

7.01 The paid holidays that will be observed are:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	Civic Holiday
Employees Birthday	

7.02 In addition, a floating holiday can be taken at the discretion of each individual employee with prior approval by a Personnel Change Order (P.C.O.) from their supervisor.

7.03 Full-time permanent employees are eligible for holiday pay upon completion of three calendar months.

7.04 Provided both the Company and the employee agree, the employees may substitute a day other than their birthday for this holiday.

7.05 Unless a substitute day is agreed on, the employee will observe his\her birthday on the actual birthday or if the birthday falls on a non-working day the nearest working day to the birthday.

7.06 Full time employees will be paid 8 hours pay at their base rate for

each of the statutory holidays, except during Summer Hours after March 7, 1999 when employees will receive 9 hours pay for the holiday.

7.07 An employee must complete a Personnel Change Order (P.C.O.) and have it approved by their supervisor, prior to the birthday or the substitute day to be taken as the birthday.

7.08 Effective September 11, 1998, if an employee is prevented, because of lay-off, from working on the scheduled work day immediately prior to the holiday or the scheduled work day immediately following the holiday, he/she will receive pay for the holiday, provided the employee was at work some time during the twenty (20) working days prior to the holiday.

7.09 Where one of the holidays listed above falls on Tuesday, Wednesday or Thursday, the holiday may be observed on the preceding Monday or the following Friday. The Company and the Union will meet at least two months prior to the holiday to determine on which day the holiday will be observed by the bargaining unit. The parties will consider the business needs of the Company when determining on which day the holiday will be observed. If the Company and Union cannot agree, the holiday shall be observed on the day it falls.

When the holiday falls on a Saturday or a Sunday it shall be observed on the preceding Friday or succeeding Monday.

7.10 Employees, unless on compassionate leave of absence or absent due to documented illness, must be at work on the day before and after the holiday in order to receive holiday pay. If a holiday falls during an employees regular vacation period, the employee, by mutual agreement with his/her supervisor, may be granted:

- a) an additional day off with pay or
- b) a day added to the employees vacation or
- c) an extra days pay in lieu of the holiday

## **ARTICLE 8 - VACATIONS**

8.01 Employees having completed one (1) year or more of continuous services as of June 30 shall be entitled to the greater of the following weeks of vacation paid at the regular wage rate

or

the calculation of a percentage of their gross pay for the twelve (12) months immediately prior to the date on which their vacation occurs, excluding from this calculation the gross vacation pay that was paid during the twelve (12) months prior to the date on which the vacation occurs.



8.02

<b>LENGTH OF SERVICE AS OF JUNE 30/98</b>	<b>LENGTH OF VACATION LEAVE</b>	<b>AMOUNT OF PAID VACATION</b>
More than 1 month but less than 5 years.	Up to 10 working days.	The greater of 4% of total pay or an 8 hour days for each month worked during the 12 months preceding June 30 to a maximum of 10 days pay.
5 years or more but less than 10	15 working days	The greater of 3 weeks pay or 6% of years total pay for the 12 month period ending June 30.
10 years or more but less than 20.	20 working days.	The greater of 4 weeks pay or 8% of years total pay for the 12 month period ending June 30.
20 years or more.	25 working days.	The greater of 5 weeks pay or 10% of years total pay for the 12 month period ending June 30.

8.03

<b>LENGTH OF SERVICE AS OF JUNE 30/99</b>	<b>LENGTH OF VACATION LEAVE</b>	<b>AMOUNT OF PAID VACATION</b>
More than 1 month but less than 5 years.	Up to 10 working days.	The greater of 4% of total pay or an 8 hour days for each month worked during the 12 months preceding June 30 to a maximum of 10 days pay.
5 years or more but less than 10	15 working days	The greater of 3 weeks pay or 6% of years total pay for the 12 month period ending June 30.
10 years or more but less than 20.	20 working days.	The greater of 4 weeks pay or 8% of years total pay for the 12 month period ending June 30.
20 years or more.	25 working days.	The greater of 5 weeks pay or 10% of years total pay for the 12 month period ending June 30.

8.04

<b>LENGTH OF SERVICE AS OF JUNE 30/2000</b>	<b>LENGTH OF VACATION LEAVE</b>	<b>AMOUNT OF PAID VACATION</b>
More than 1 month but less than 5 years.	Up to 10 working days.	The greater of 4% of total pay or an 8 hour days for each month worked during the 12 months preceding June 30 to a maximum of 10 days pay.
5 years or more but less than 10	15 working days	The greater of 3 weeks pay or 6% of years total pay for the 12 month period ending June 30.
10 years or more but less than 20.	20 working days.	The greater of 4 weeks pay or 8% of years total pay for the 12 month period ending June 30.
20 years or more.	25 working days.	The greater of 5 weeks pay or 10% of years total pay for the 12 month period ending June 30.

- 8.05 Employees who are eligible for 15 working days vacation will have their vacation pay calculated by multiplying their hourly rates as of June 30 by 120 hours or by multiplying their total pay in the period from July 1st of the previous year to June 30th of the current year, by 6%. The greater amount shall always apply. Employees entitled to 15 working days vacation who are not actively at work for three months may have their vacation pro-rated, but in no case will they receive less than 6% of their gross earnings for the year ending June 30, as vacation pay.
- 8.06 Employees who are eligible for 20 working days vacation will have their vacation pay calculated by multiplying their hourly rates as of June 30 by 160 hours or multiplying their total pay in the period from July 1st of the previous year to June 30th of the current year, by 8%. The greater amount shall always apply. Employees entitled to 20 working days vacation who are not actively at work for three months may have their vacation pro-rated, but in no case shall they receive less than 8% of their total earnings for the year ending June 30, as vacation pay.
- 8.07 Employees who are eligible for 25 working days vacation will (a) have their vacation pay calculated by multiplying their hourly rates as of June 30 by 200 hours or multiplying their total pay in the period from July 2nd of the previous year to June 20th of the current year, by 10%. The greater amount shall always apply. Employees entitled to 25 working days vacation who are not actively at work for three months may have their vacation pro-rated, but in no case shall they receive less than 10% of their total earnings for the year ending June 30, as vacation pay.
- 8.08 Employees are expected to take vacation leave due them. In unusual circumstances, subject to Management approval and depending upon work schedules, etc., employees may request a shorter vacation period than the one shown in the schedule above by a maximum of one (1) week. Employees who request to observe a shorter vacation period and whose request is granted, will receive straight time pay at the regular rate for work performed during their vacation, in addition to their vacation pay. Vacation pay will be calculated as of June 30. It will be distributed to the employees immediately before they begin their vacation.
- 8.09 The employer will announce the vacation period, including any plant vacation shutdown, for each year annually, prior to March 14.
- 8.10 Terminated employees will receive pro-rated vacation pay calculated as described in the schedule on the preceding page. Terminated employees will receive their pro-rated vacation payments within one week of the day of their termination.

#### Vacation Scheduling

- 8.11.1 The Company will make available a vacation schedule by department by January 31<sup>st</sup> of each year. Each employee shall indicate not later

than the fifteenth (15<sup>th</sup>) day of March their preference. The lists shall be reviewed by the Company and approved by the department. The approved list shall be established by April 15<sup>th</sup>.

8.11.2 In preparing the schedule, vacation preference shall be determined by Company seniority within the department.

8.11.3 Employees who do not schedule their vacations in accordance with the above procedure shall take their vacations on a first come, first serve basis.

## **ARTICLE 9 – DEFINITION OF SENIORITY**

9.01 For the purposes of this agreement, seniority shall mean continuous service with the Company, for those employees in the bargaining unit who have completed their probationary period.

9.02 Continuous service shall be computed from the employee's most recent hiring date as shown by the employment records of the Company.

9.03 Effective upon ratification for new employees only: Where two (2) or more employees have the same seniority date, their names will be placed on the seniority list in alphabetical order. The first in alphabetical order will have the lowest clock number and the highest seniority.

9.04 The Union and the Company agree that in the case of the ex Ottawa employees who were granted a seniority date of November 9th, 1984, that date is to be counted as their date of seniority in Mississauga.

9.05 In any circumstance where an ex Ottawa employee may be required to use his/her seniority for the purpose of layoff, bumping etc., compared to another ex Ottawa employee the original date of hire in Ottawa will determine which employee has the most seniority.

9.06 An up-to-date seniority list will be posted quarterly. Copies of the list will be made available to the Union.

9.07 An employee to be laid off may bump the less senior employee in a job previously held by the employee or in a position below Grade "B" where there is a reasonable expectation that he or she will be fully competent with five (5) days training. Then the employee will be given the opportunity to demonstrate their competence in a "C" grade job. An employee who is bumped to a lower classification will be paid at the same level of the new rate range as he/she had reached in the rate range of the classification from which he/she is bumped, save and except that a bumped employee's rate shall not exceed the rate received by any person of equal service employed in the lower classification at the time of bumping.

## **ARTICLE 10 - LOSS OF SENIORITY**

10.01 An employee shall lose his seniority standing, and his/her name shall

be removed from the seniority list and such employee will be considered terminated for any of the following reasons.

1. If the employee voluntarily quits.
2. If the employee is discharged and is not reinstated in accordance with the provisions of the grievance procedure or arbitration procedure.
3. If an employee fails to report for work upon being recalled from layoff within seventy-two (72) hours excluding Saturday, Sunday and holidays, after the Company has attempted to notify them to return by mailing a registered letter or sending a telegram to his/her last address of record with the Company.
4. If the employee notifies the Company of his/her intention to return to work and does not report to work within 48 hours of the date called, unless another mutually agreed date is determined.
5. If an employee overstays a leave of absence granted by the Company without requesting an extension that is approved by the Company.
6. If an employee is absent from work for more than three (3) consecutive working days without notifying the Company.
7. If an employee is laid off for more than eighteen (18) consecutive months, recognizing that benefits do not continue beyond the first month of lay off.

NOTE: It is the employee's responsibility at all times to keep the Company informed of his/her correct home address and phone number.

#### **ARTICLE 11 - NOTICE OF LAYOFF OR DISPLACEMENT**

11.01 Effective March 7, 1999, where an employee is to be displaced from his/her job classification the Company will give the employee five (5) days notice of such displacement, or where such notice is not given, maintain the employee's rate for the five day notice period.

11.02 The Company shall provide the Union with a list of employees displaced or laid off; their shift and/or location and the job location to which they are assigned as a result of the displacement.

#### **ARTICLE 12 - LAYOFF**

12.01 In the event of a cut-back or lay-off, all probationary employees will be laid off prior to any employee with seniority being cut-back, bumped or laid off. This will not apply to probationary employees in job grades above "A" that cannot be replaced by a qualified

employee with seniority. "Qualified" means that the employee must be immediately able to perform the job at a competent level.

12.02 Employees affected by any cut-backs, bumping, or layoffs, will be cut-back, bumped or laid-off in inverse order of seniority and recalled in order of seniority with the provisos:

12.02.1 The employee may accept lay-off rather than exercise bumping rights.

12.02.2 An employee exercising bumping rights may bump the least senior person in a job previously held by the employee or in a position below grade "B" where there is a reasonable expectation that he or she will be fully competent with five (5) days training. Then the employee will be given the opportunity to demonstrate their competence in a "C" grade job.

12.02.3 Employees electing lay-off rather than exercising their bumping rights will only be recalled to the classification occupied at the time of lay-off.

12.02.4 Employees not actively at work at the time of a lay-off will be subject to the lay-off and bumping procedures.

12.02.5 An employee cut back or bumped from a classification but who is not laid off as a result of that cut back or bump, will retain recall rights to that classification and must return as soon as his/her seniority permits him/her to do so.

12.02.6 Employees exercising their bumping rights can only displace employees at the same level in the wage progression or below. In other words, employees can bump laterally or downward but cannot bump up in a cut back situation. However, in order to avoid lay-off, an employee may bump into a higher classification provided he or she is qualified to do the job. "Qualified" means that the employee must be immediately able to perform the job at a competent level.

### **ARTICLE 13 – RATE RETENTION**

13.01 Effective September 11, 1998 (date of ratification), an employee declassified through no fault of his/her own shall retain their wage rate for twenty (20) worked days.

13.02 After completion of the wage protection period, the employee's rate of pay shall be the wage rate of the job classification which he/she is performing.

### **ARTICLE 14 – RECALL**

14.01 An employee who is laid off or displaced from his/her job classification and/or shift is eligible for recall and/or return when their seniority allows them to do so.

- 14.02 An employee on lay-off from employment with recall rights shall be recalled in order of plant seniority. Recall rights shall exist for a period of 18 months from last layoff.
- 14.03 An employee recalled from lay-off or displaced from their posted job and/or shift shall return to their posted job and/or shift once his/her continuous service permits him/her to do so.
- 14.04 New employees shall not be hired where there are qualified employees with seniority on lay-off willing to perform the job.

#### **ARTICLE 15 - JOB POSTING**

- 15.01 When there is a vacancy (permanent or backup), the job title, grade, shift and opening and closing date will be posted for a period of five (5) working days.



- 15.02 The Union and the Company agree that in the case of promotion: general qualifications and ability to perform the required work shall be the governing factors. Where the senior applicant meets these requirements plant seniority shall prevail.
- 15.03 Employees who are on vacation, or leave of absence, shall be given an opportunity to apply for the job posting provided they make their intentions known to the company in writing prior to or during their absence. Employees not actively at work must be available to return to work within five (5) days of being declared the successful applicant for the posted job in question. The five (5) day reporting requirement will not apply to employees on vacation, however, the maximum time the company will wait to fill a job posting with an employee who is on vacation is three (3) weeks from the date of the job posting.
- 15.04 The Union will, upon request of an unsuccessful applicant, be given the reason(s) in writing as to why the unsuccessful applicant was not selected for the vacancy. During the posting selection, which shall not exceed ten (10) working days, the Company may temporarily fill the job as it sees fit.
- 15.05 Determination of a successful posting may be done with testing procedures which are agreeable to the Company and Union.
- 15.06 Any successful applicant will be on trial for a period not to exceed sixty (60) "days worked" for grades E and F and ninety (90) "days worked" for any other grade. If the employee proves satisfactory, he will then be confirmed in his new position. If the employee proves unsatisfactory during the trial period, or asks to be returned to his former classification during the trial period, he will be returned to his former classification in the department at his former rate of pay, as will others who were transferred or promoted by reason of the employee's successful application.
- 15.07 Experience gained on a temporary position will not count in the selection of a permanent applicant, except for employees who applied for and successfully completed formal training for Lift Truck/Hi-Lo Operator, experience gained will then count in the selection of a permanent applicant.
- 15.08 It is understood that employees must have completed their probationary period to be allowed to post for a permanent vacancy. If there are no suitable applicants, the company may fill the vacancy from any other source.
- 15.09 The Company will not be required to consider any employee for a current opening for a promotion to a higher grade job if, in the previous three (3) months, the employee had a promotion to his/her current position through a posting for a higher grade job.
- 15.10 Promoted employees shall, during their probation period, receive the first rate of the classification to which they are promoted that is higher

than their present rate and shall thereafter be paid in accordance with the rate applicable in the wage schedules of the collective agreement save and except that a promoted employee's rate shall not exceed the rate received by any person of equal service employed in the higher classification at the time of the promotion.

- 15.11 Any successful applicant must be moved to the job won through posting within twenty (20) working days or be paid that job rate if the rate is higher than the job previously held. Postings that are not needed due to business changes will be cancelled.

All successful applicants shall receive their training starting not later than the twenty first (21<sup>st</sup>) working day following appointment or be paid that job rate if the rate is higher than the job previously held.

- 15.12 The Company may demote such promoted workers within the first twenty (20) days worked of the probation period after consultation with the Union and the appropriate Director. The appropriate Directors decision, after consultation shall be final and not subject to arbitration.

- 15.13 Permanent vacancy will be defined as a job classification which is vacated for a period of thirty (30) calendar days or more. The thirty (30) calendar days does not apply to illness or leave of absence to a maximum of six (6) months. Any other vacancy will be classified as temporary.

#### **ARTICLE 16 – BACK-UP SYSTEM**

- 16.01 A back-up system for temporary replacement of permanent employees shall be established where needed. The Company will create and fill back-up positions based on production requirements.
- 16.02 All back-up vacancies will be posted in accordance with Article Job Postings.
- 16.03 When filling such temporary requirements, permanent employees in the job classification have priority over employees who hold the same back-up job classification.
- 16.04 Employees may hold only one (1) "back-up" position at any time. Those who hold more than one (1) "back-up" will be required to declare their preference and forfeit other "back-up" positions.
- 16.05 Postings for "back-up" positions will be shift specific; if the position goes unfilled, management will post across shifts.

#### **ARTICLE 17 – TEMPORARY TRANSFERS**

- 17.01 Workers who are temporarily transferred to jobs in a higher grade and perform the job shall receive the job rate for all hours worked in the higher grade.

- 17.02 When a temporary transfer requires employees to transfer to a lower rated classification, the junior employees in the classification being reduced shall be transferred first.
- 17.03 When a temporary transfer requires employees to transfer to a higher rated classification, the senior employees in the classification being reduced shall be given an opportunity to transfer, provided employees holding back up positions have been given an opportunity first.
- 17.04 The Company shall notify the Union immediately of any temporary replacement or transfers that will be for a period of more than thirty (30) "working days".
- 17.05 The Company shall notify the Union immediately of any temporary replacements or transfers.

#### **ARTICLE 18 - RIGHTS OF NATIONAL REPRESENTATIVE**

- 18.01 The National Representative of the Union shall, in the course of his duties, have access to the work on which members of the Union are employed. Such visits will not interfere with the progress of the work. The National Representative shall make his presence known to the Employer prior to entering the plant.

#### **ARTICLE 19 - BULLETIN BOARDS**

- 19.01 The Company will provide two (2) bulletin boards for the convenience of the Union in posting notices of union business. All such notices must be signed by the proper officer of the Union.

Posting of anything other than routine Union business shall first be exhibited to the Company for approval, which approval the Company will not unreasonably withhold.

#### **ARTICLE 20 - GRIEVANCE PROCEDURE**

- 20.01 The Grievance Procedure herein provided for is among the most important matters in the successful administration of this Agreement. The Company and the Union, therefore, agree that the designated Grievance Procedure as hereinafter set forth shall serve and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision, and final settlement of a grievance arising in respect of the interpretation or alleged violation of this Agreement, and the specifically designed Grievance Procedure shall be strictly followed. It is understood that the parties may mutually agree to a sole arbitration in lieu of a Board of Arbitration. In such cases of mutually agreed Arbitration, the foregoing would be amended as necessary to express the sole arbitrator procedure instead of a nominee, etc.
- 20.02 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner:

20.03 No employee shall have a grievance until he has discussed his complaint with his supervisor and shop steward. If the employee's supervisor does not settle the matter to the employee's satisfaction, and employee's written grievance may be processed as follows:

- (a) STEP 1: The employee concerned, will submit a grievance in writing to the department head, within 2 working days of the event which caused the grievance and the Department head shall reply within two (2) working days after the grievance is submitted.
- (b) STEP 2: Failing satisfactory settlement at Step 1, the Union's grievance representative may submit the grievance to the Plant Personnel Manager who shall render a decision within four (4) working days after receipt of the grievance;
- (c) STEP 3: Failing settlement at Step 2, the Union's grievance committee along with the National representative, may submit the grievance to the Vice President, Human Resources who shall render his decision within ten (10) working days after receipt of the grievance.
- (d) STEP 4: Failing satisfactory settlement at Step 3, the Union may refer the grievance to arbitration within ten (10) working days.

20.04 Where a grievance is to be referred to arbitration, the following procedure shall apply.

- (a) The party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration and giving the name and address of its appointee to the arbitration board;
- (b) Within five (5) working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the arbitration board;
- (c) The two (2) appointees so selected shall, within five (5) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the Chairman of the Arbitration Board.
- (d) If the recipient of the notice fails to name an appointee, or if the two appointees fail to agree upon a Chairman within the time limit, the appointment may be made by the Minister of Labour upon request of either party.

20.05 The time limits specified herein may be extended by mutual agreement.

- 20.06 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 20.07 The Union and the Employer shall respectively pay the expenses of and fees payable to the arbitrator selected by each which may be such per diem fee as may be agreed upon between the arbitrator and the party appointing him. The Employer and the Union shall be responsible for one half of the expenses of any fees payable to the Chairman.
- 20.08 The Board of Arbitration shall have the authority and power that includes the interpretation and/or the application of specific written provisions of this agreement.
- 20.09 The Board of Arbitration shall also have the jurisdiction to determine whether a grievance is arbitrable.
- 20.10 The Board of Arbitration shall not have the authority and power to alter or change any of the provisions of this Collective Agreement or to substitute any new provision for any existing provision or to provide a decision which is inconsistent with any terms or provisions of this agreement. The decision of the Board of Arbitration shall be final and binding on both parties and on any and all individual employees involved.
- 20.11 In cases involving discharge or suspension, however, the Board may uphold the Company's action in discharging or suspending the employee, or may order reinstatement of the discharged or suspended employee with no, partial, or full compensation for time lost, or may issue such other decision within these limits which, in the Board's opinion, is just and equitable in the circumstances.
- 20.12 Discharge Cases:  
A claim by any employee that he has been discharged without cause shall be treated as a grievance and shall commence at Step 3 of Article 20.02 provided a written grievance signed by the employee and his Steward is presented to the designated official within five (5) days after the discharge.
- 20.13 Union Policy Grievance or Company Grievance:  
A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing, within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the griever. A meeting between the Company and the Union shall be held within ten (10) days of the presentation of written grievance and shall take place within the framework of Step 3 of this Article.
- 20.14 Absenteeism and Disciplinary Procedure  
An employee will not be formally disciplined without the presence of a Union Officer.

20.15 It is understood that in the case of absenteeism, an employee's record will be considered clear where an employee has not been UNSATISFACTORY in the absenteeism analysis (see article 22.05) for a period of twelve (12) consecutive months.

20.16 It is understood that an employee's record will be cleared of all offences and breach of plant rules where an employee has a clear record for a period of twelve (12) months except in the situation of suspension which will be cleared once a period of twenty four (24) months has elapsed.

20.17 A written record of the action to be taken will be given to the individual affected and the Union.

#### 20.18 Absenteeism and Lateness

A) It is the responsibility of each employee to be at work at the designated start of their shift. If for any reason an employee is required to be absent or late, it is their responsibility to contact their supervisor or failing their supervisor's availability to contact the Plant Personnel Office of their inability to report for work and the reason for their absence at least one (1) hour prior to the start of their shift. In the case where the supervisor or the Plant Personnel Office does not respond, the employee must report his/her absence to the Security Guard.

B) Notification to the Company (Supervisor, Plant Personnel Office or Security Guard) shall be presumed to cover that day as defined in clause 4.02 unless otherwise specified.

C) If the absenteeism is due to illness and the employee has unused sick days available (as per article 32.03) the day or days will be automatically used and paid to the maximum of three days.

20.19 Employees working the day shift shall notify the Company as outlined in 20.18 as soon as possible prior to the commencement of the shift.

#### 20.20 Disciplinary Procedure

In the event of non-compliance with company practices, the employee shall be disciplined by management through progressive discipline as follows.

FIRST OFFENCE - VERBAL WARNING (OF WHICH A RECORD IS MADE AS PER THE FORM CURRENTLY IN USE).

SECOND OFFENCE - FIRST WRITTEN WARNING WITH REFERENCE TO VERBAL WARNING AND WARNING THAT THE NEXT OFFENCE WILL RESULT IN SUSPENSION.

THIRD OFFENCE - SECOND WRITTEN WARNING WITH REFERENCE TO PRIOR OFFENSES AND SUSPENSION OF UP TO THREE (3) DAYS.

FOURTH OFFENCE - THIRD WRITTEN WARNING AND DISCHARGE.

**ARTICLE 21 - MANAGEMENT RIGHTS**

- 21.01 The Union recognizes the right of the Employer to hire, promote, demote, lay off, retire, transfer, discipline, suspend, or discharge any employee for just cause, subject to such regulations and restrictions governing the exercise of these rights as they are expressly provided in this Agreement and subject to the right of the employee concerned or the Union to lodge a grievance in the manner and to the extent herein provided, (provided the employee has completed his/her probationary period).
- 21.02 The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities (including the right to contract out work to other companies or persons) and that the products to be manufactured or dealt with, the location of plants, the schedule of production and distributions, the methods, processes, means of manufacturing, delivery and dealing with such products are solely the responsibility of the Company.

**ARTICLE 22 - CO-OPERATION**

- 22.01 The Union and its members agree to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notice in case of necessary absence, conduct on the job and all other reasonable rules and regulations established by the Company and not conflicting with this Agreement.
- 22.02 "The parties agree to co-operate in maintaining and improving safe working conditions and practices and to implement mutually agreed improvements or practices from time to time".
- 22.03 The Union recognizes the mutual value of improved methods and increased productivity in the interests of employees in the installation of such methods, in suggesting improved methods and in the education of its members in the necessity of such changes and improvements.
- 22.04 The Union recognized the need of conservation and elimination of waste and agrees to co-operate with the Employer in suggesting and practising methods in the interest of conservation and waste elimination.
- 22.05 The parties agree to co-operate in attempting to reduce absenteeism and will continue to maintain the current absenteeism analysis as the recognized method of absenteeism and lateness measurement.
- 22.06 The parties acknowledge that protection against unexplained loss and

disappearance of Company merchandise before, during and after processing, is a serious problem to the Company in the operation of its factories. The Union will co-operate with the Company to eliminate this problem.

### **ARTICLE 23 - NON-DISCRIMINATION**

23.01 Neither party will discriminate against an employee or applicant on the basis of race, religion, national origin, sex, age.

### **ARTICLE 24 - NO STRIKE OR LOCKOUTS**

24.01 Pursuant to Section 36 (1) of the Ontario Labour Relations Act, R.S.O., 1970, Chapter 232, and in view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strikes, picketing, slow-down or stoppage of work, either complete or partial, or damages to any property of the Employer or its customers, and the Employer agrees that there will be no lockout.

24.02 The Employer shall have the right to discharge, demote or otherwise discipline employees who take part in or instigate any such strike, picketing, stoppage or slow-down or damage to any property of the Employer or its customers.

24.03 The Union further agrees that it will not involve the Company either directly or indirectly in any dispute which may arise between any other employer and the employees of such other employer.

### **ARTICLE 25 – UNION REPRESENTATIVES**

25.01 The Company acknowledges the right of the Union to appoint or otherwise select from among the bargaining unit employees of the Company having at least six (6) months' seniority, a Union Executive Committee, as well as up to four (4) Shop Stewards composed of four (4) such persons.

25.02 The Union's negotiating committee will be composed of up to four (4) of the above people for the purpose of negotiating renewal amendments to this Agreement.

25.03 Only one (1) Union Representative shall handle any grievance below Step 3. It is understood, however, that in a grievance of an unusual nature the Union Representative handling the grievance may be assisted by another Union Representative.

25.04 The Union will designate and the Company will recognize up to four (4) Shop Stewards. The Union will inform the Company in writing of the identity of the Executive and the Shop Stewards.

25.05 The Executive and Shop Stewards have regular duties to perform and such persons shall not leave their regular duties without



requesting and obtaining permission of their immediate supervisor, which shall not be unreasonably withheld. They will not lose pay for this time off. Grievance Committee members directly involved with the grievance will be allowed time off without loss of pay to attend grievance meetings with management. When requesting the permission of his supervisor the employee shall give an explanation of the reason for such request. The shop steward in the performance of his/her duties will not interfere with the progress of work in process.

25.06 Any elected Union Representative shall be allowed four (4) paid days off annually to attend to Union business. Such paid days off must be approved by the Local Union President and the Company.

25.07 A Labour-Management Relations Committee shall be appointed consisting of 4 representatives from the Union and the Employer. The Committee shall meet on request of either party for the purpose of discussing all matters of mutual concern. Time spent by employees in carrying out the functions of the Committee shall be considered time worked.

#### **ARTICLE 26 - VALIDATION CLAUSE**

26.01 If any Court shall hold any part of this Agreement invalid such decision shall not invalidate any other parts of this Agreement.

#### **ARTICLE 27 - UNIFORMS AND SHOES**

27.01 Free uniforms and working apparel are supplied to all employees and are replaced when necessary. All employees are expected to keep their uniforms clean and in good repair at all times. Specifically agreed female employees in certain jobs e.g. Lift Truck Operator, shall be provided pants and shirt uniforms upon request. The Company will provide six sets of uniforms to compounders, pre-weigh and samplers.

27.02 Effective September 11, 1998 (date of ratification), the Company will pay the cleaning costs for uniforms up to \$10 per month for the following positions: Lipstick Hand Moulders, Compounders, Samplers, Mechanics, and Pre-weigh.

27.03 Employees who have completed their probationary period shall be provided with a minimum of two (2) uniforms within two (2) weeks of that date, provided that the Company can do so. All employees who have completed their probationary period and are regularly assigned to work in an area exposed to outside weather conditions, such as Receiving and Shipping Dock, shall be provided with a cold weather jacket, gloves and headware.

27.04 Safety requirements make it mandatory that all employees wear safety shoes while in any area of the factory or distribution centre. The company provides an allowance for safety shoes.

27.05 This allowance will be for one one (1) pair of safety shoes for 1998. As of March 7, 1999 the Company will provide up to two (2) pairs of safety shoes per year if required.

In the case of Mechanical and Compounding staff the allowance will be for up to three (3) pairs of safety shoes in any 12 month period.

The Company will provide a selection of safety shoes for employees to choose from that meet the safety standards. This will be from a supplier who presents the selection at the Company premises and the Company will pay 100% of the cost for the first pair and up to \$100 for the second pair. For Mechanical and Compounding staff 100% of the cost of up to three pairs shall be paid.

27.06 To be eligible for this allowance the employee must be a full-time permanent employee who has completed his/her probationary period.

27.07 The Company agrees to provide prescription safety glasses once every twenty-four (24) months for compounding department staff who are required to wear safety glasses throughout their shift.

## **ARTICLE 28 - GROUP INSURANCE, AD&D, O.H.I.P., MAJOR MEDICAL, VISION CARE AND DENTAL PLAN**

### **GROUP INSURANCE PLAN**

28.01 The Employer has established, free of charge, a Group Life Insurance Program which is provided to all employees who have completed three months of service as of March 1. Effective March 7, 1999 the amount of Life Insurance provided is equal to 1.5x (previously 1x) the employee's annual salary as of the preceding March 1 (to a maximum of \$50,000) and the employee may choose any beneficiary he/she wishes.

### **ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

28.02 The Employer has established a free of charge Accidental Death and Dismemberment (AD&D) Insurance which is provided to all employees who have completed 3 months of service. Effective March 7, 1999 the amount of Accidental Death and Dismemberment Insurance is equal to 1.5x (previously 1x) the employee's annual salary (to a maximum of \$50,000) and the employee may choose any beneficiary he/she wishes.

### **ONTARIO HEALTH INSURANCE PLAN**

28.03 Effective January 1, 1990 the Ontario payroll Tax came into effect and replaced the O.H.I.P. premium paid plan. The employer will continue to pay the Ontario Payroll Tax which replaced the O.H.I.P. premium paid plan.

### **MAJOR MEDICAL PLAN**

28.04 The employer will continue its Major Medical plan which is available to all employees starting the first of the month following the date on which the employee completes three months of service.

The above plan contains a 10/20 deductible.

Coverage will be provided for prosthesis and hair pieces required for medical reasons.

### **VISION CARE PLAN**

28.05 The Employer will continue its Vision Care Plan which is available to all employees starting the first of the month following the date on which the employee completes three (3) months of service.

The vision care plan will provide up to \$125.00 benefit towards prescription glasses and frames in a 24 month period.

### **DENTAL PLAN**

28.06 The employer will continue its Dental Plan, which is available to all employees starting the first of the month following the date on which the employee completes three months of service, subject to the continuance of the following payment to be borne by the employee:

- A) Single Employee - Employee pays \$6.00 per month.
- B) Employees with Families - Employee pays \$13.00 per month.

The Dental Plan will include Root Canals as an eligible procedure as well as provide coverage for oral infections with no lifetime limit..

This plan contains no deductibles, and effective March 7, 1999 benefits are based on the current Ontario Dental Association Schedule of fees.

### **ARTICLE 29 - JOB CLASSIFICATIONS AND PAY GRADES**

29.01 Effective March 7, 1998 and following the application of the general wage increase, the following Adjusted Job Classifications and Pay Grades will apply.

**SCHEDULE A  
 REVLON CANADA INC.  
 JOB CLASSIFICATION & PAY GRADE STRUCTURE  
 EFFECTIVE: MARCH 7, 1998**

<b>GRADE</b>	<b>JOB TITLE</b>	<b>START \$</b>	<b>3 MTHS \$</b>	<b>6 MTHS \$</b>	<b>1 YEAR \$</b>
A-4	Blow Moulding Mechanic Lead Hand, Millwright Lead Hand	21.85	21.85	21.85	21.85
A-3	Blowmoulding Mechanic, Millwright Stationary Engineer, Electrician	19.97	20.23	20.51	20.77
A-2	Mechanic, Maintenance Mechanic	18.89	19.15	19.43	19.69
A-1	Colourmatcher/Compounder	18.50	18.77	19.04	19.31
A	Lead Hand, Service Person, General Maintenance Person	15.69	15.96	16.23	16.61
B	Quality Control Inspector, Production Labour Recorder, Jr. Maintenance Setup Mechanic, Jr. Compounder/Colourmatcher, Label Coder, Line Heads	14.77	15.04	15.31	15.69
C	Lift Truck/High-Low Operator, Receiver, Compounder/Colourmatcher Trainee, Maintenance Setup Mechanic Trainee, Sr. Cleaner/Machine Operator, Shipper, Mechanic Helper/Cleaner, Packer, Order Coordinator, Incoming Raw Material Sampler	13.80	14.07	14.34	14.88
D	Lipstick Room Operator, Toiletries Picker	13.09	13.36	13.74	-
E	Material Handler, Order Checker, Operator, Sanitation Cleaner, Pick/Pack Line Person, Cleaner/Janitor, Returns Refurbishing Person, Toiletries Line Packer	12.44	12.72	12.98	-
F	Assembler	11.58	11.85	12.39	-
G	New Assembly, Seasonal Workers for Jobs in Grades E & F (Temporaries)	11.03	11.30	11.58	-



**SCHEDULE B  
 REVLON CANADA INC.  
 JOB CLASSIFICATION & PAY GRADE STRUCTURE  
 EFFECTIVE: MARCH 7, 1999**

<b>GRADE</b>	<b>JOB TITLE</b>	<b>START \$</b>	<b>3 MTHS \$</b>	<b>6 MTHS \$</b>	<b>1 YEAR \$</b>
A-4	Blow Moulding Mechanic Lead Hand, Millwright Lead Hand	22.72	22.72	22.72	22.72
A-3	Blowmoulding Mechanic, Millwright Stationary Engineer, Electrician	20.77	21.04	21.33	21.60
A-2	Mechanic, Maintenance Mechanic	19.65	19.92	20.21	20.48
A-1	Colourmatcher/Compounder	19.24	19.52	19.80	20.08
A	Lead Hand, Service Person, General Maintenance Person	16.32	16.60	16.88	17.27
B	Quality Control Inspector, Production Labour Recorder, Jr. Maintenance Setup Mechanic, Jr. Compounder/Colourmatcher, Label Coder, Line Heads	15.36	15.64	15.92	16.32
C	Lift Truck/High-Low Operator, Receiver, Compounder/Colourmatcher Trainee, Maintenance Setup Mechanic Trainee, Sr. Cleaner/Machine Operator, Shipper, Mechanic Helper/Cleaner, Packer, Order Coordinator, Incoming Raw Material Sampler	14.35	14.63	14.91	15.48
D	Lipstick Room Operator, Toiletries Picker	13.61	13.89	14.29	-
E	Material Handler, Order Checker, Operator, Sanitation Cleaner, Pick/Pack Line Person, Cleaner/Janitor, Returns Refurbishing Person, Toiletries Line Packer	12.94	13.23	13.50	-
F	Assembler	12.04	12.32	12.89	-
G	New Assembly, Seasonal Workers for Jobs in Grades E & F (Temporaries)	11.47	11.75	12.04	-



**SCHEDULE C  
 REVLON CANADA INC.  
 JOB CLASSIFICATION & PAY GRADE STRUCTURE  
 EFFECTIVE: MARCH 7, 2000**

<b>GRADE</b>	<b>JOB TITLE</b>	<b>START \$</b>	<b>3 MTHS \$</b>	<b>6 MTHS \$</b>	<b>1 YEAR \$</b>
A-4	Blow Moulding Mechanic Lead Hand, Millwright Lead Hand	23.63	23.63	23.63	23.63
A-3	Blowmoulding Mechanic, Millwright Stationary Engineer, Electrician	21.60	21.88	22.18	22.46
A-2	Mechanic, Maintenance Mechanic	20.44	20.72	21.02	21.30
A-1	Colourmatcher/Compounder	20.01	20.30	20.59	20.88
A	Lead Hand, Service Person, General Maintenance Person	16.97	17.26	17.56	17.96
B	Quality Control Inspector, Production Labour Recorder, Jr. Maintenance Setup Mechanic, Jr. Compounder/Colourmatcher, Label Coder, Line Heads	15.97	16.27	16.56	16.97
C	Lift Truck/High-Low Operator, Receiver, Compounder/Colourmatcher Trainee, Maintenance Setup Mechanic Trainee, Sr. Cleaner/Machine Operator, Shipper, Mechanic Helper/Cleaner, Packer, Order Coordinator, Incoming Raw Material Sampler	14.92	15.22	15.51	16.10
D	Lipstick Room Operator, Toiletries Picker	14.15	14.45	14.86	-
E	Material Handler, Order Checker, Operator, Sanitation Cleaner, Pick/Pack Line Person, Cleaner/Janitor, Returns Refurbishing Person, Toiletries Line Packer	13.46	13.76	14.04	-
F	Assembler	12.52	12.81	13.41	-
G	New Assembly, Seasonal Workers for Jobs in Grades E & F (Temporaries)	11.93	12.22	12.52	-





## **ARTICLE 29 - JOB CLASSIFICATIONS AND PAY GRADES**

29.02 If the Company establishes an entirely new Job Classification, such new job classification shall be given a title and assigned to a pay grade in a manner which will maintain a fair and comparable relationship between such new classification and classifications in the pay grade.

The Company's failure to do so shall be deemed a grievance subject to the grievance by the Executive Board of the Union, and the grievance may be taken to arbitration only after the Executive Board of the Communications, Energy and Paperworkers Union of Canada shall have agreed that the matter proceed to arbitration.

29.03 If a grievance based upon this Article is arbitrated, the effective date, if any, of any award shall be decided by the arbitrator but in no event may it be prior to the date of the filing of the grievance.

29.04 The Company's obligation with respect to promotion as set forth elsewhere in this agreement shall not apply with respect to new jobs which result from the operation of this Article.

## **ARTICLE 30 - BEREAVEMENT LEAVE**

30.01 Employees will be allowed three (3) working days if they are absent from work due to a death in their family. Family is defined to include the following members: Sister, Brother, Brother-in-law, Sister-in-law, Mother-in-law, Father-in-law, grandparents, grandchildren.

30.02 Employees will be allowed five (5) working days if the death is in their immediate family. Immediate family is defined to include: Spouse, Child, Mother, Father, including legal guardians or common law spouses.

30.03 In the event that an employee is absent from work due to a death in the family as outlined in Article 30.01 and is required to travel beyond 150 miles for a funeral, he/she would be allowed (5) days with pay.

30.04 In the event that an employee is absent from work due to a death in the immediate family as outlined in Article 30.02 and is required to travel beyond 150 miles for a funeral, he/she would be allowed seven (7) days with pay.

30.05 When any of the employee's family previously described dies while an employee is on vacation the applicable bereavement leave will be provided and the affected portion of the employee's vacation shall be rescheduled.

## **ARTICLE 31 - PAY METHODS**

31.01 Pay to employees will be weekly by direct deposit on Thursdays and will include any pay due for the week ending on the previous Thursday. If Thursday is a recognized holiday, pay will be deposited on the first regular work day preceding the holiday. All employees will be on direct deposit.

## **ARTICLE 32 - SICK PAY**

32.01 The Company will pay one hundred percent (100%) of the premium cost of the following health insurance plans for all employees who have completed more than three (3) months service.

- a) Short-term disability - 66 2/3% of the employee's average weekly straight-time earnings, up to an amount equal to the maximum benefit of the Unemployment Insurance Sickness & Accident programme. This benefit will commence on the first day of disability due to accident or on the fourth day of disability due to illness, and is payable for maximum of 26 weeks.
- b) Long-term disability - 66 2/3% of the employee's average monthly straight-time earnings, up to a maximum benefit of \$2,000.00 per month. This benefit will commence after an employee has been disabled for more than 26 weeks.

32.02 The foregoing outlines the principal features included in the health insurance programme, but it is not to be considered the contract of insurance, the complete terms and conditions of which are set forth in the policies, and/or plan of each of the insuring companies.

32.03 All employees who have completed their probationary period shall qualify for a maximum of three (3) days paid sick leave per calendar year in accordance with the following schedule:

- less than four (4) months service following probation - one day
- four (4) months but less than eight (8) months service following probation - one additional day
- eight (8) months or more of service following probation - one additional day

32.04 The above sick days shall be paid at the employee's regular straight time rate and are in addition to the disability benefit described above. The employee will not be entitled to sick pay for any day for which he has received a disability benefit.

32.05 Employees may be required to present medical certification of illness in order to be eligible for sick pay benefits. Sick leave is

not cumulative from year to year.

32.06 "Unused" sick leave will be paid to any employee who:

1. has not used the full three days
2. has completed either the 60 or 90 days probationary period
3. is on the payroll as of December 31

32.07 An employee who has not used any of his/her sick days, and has at least 12 months service as at December 31st will, on the first pay in January of the New Year be paid five (5) days pay at the employees regular rate.

### **ARTICLE 33 - JURY DUTY**

33.01 The Employer will pay employees who serve on jury duty the difference between the money they receive, excluding money received for travel expenses or living allowance, for each day of jury duty and their regular straight time salary (so that the employee will not suffer any loss in income).

33.02 The Employer will pay employees who are subpoenaed as a witness and who attend court for this purpose the difference between the money they receive, excluding money received for travel expenses or living allowance, for each day of court attendance and their regular straight time salary (so that the employee will not suffer any loss in income).

### **ARTICLE 34 - SEVERANCE NOTICE**

34.01 The Company will give written notice to employees being permanently terminated for any reason (except employees being terminated for cause) or will pay an employee additional pay in lieu of notice according to the following schedule:

<u>LENGTH OF SERVICE</u>	<u>WRITTEN NOTICE WILL BE GIVEN THE FOLLOWING LENGTH OF TIME PRIOR TO TERMINATION</u>
Less than 3 months	None
3 months to 1 year	1 Week
at least 1 year to 3 yrs.	2 Weeks
3 or more years	1 Week for each yr. of employment to a maximum of 8 weeks.

34.02 The Employer reserves the right to pay severance pay in lieu of notice without extending the employee's actual time worked,

etc.

34.03 The Company will comply with the Employment Standards Act.

34.04 The Company will discuss with the Union training or severance for employees who lose their jobs because their job classification has been permanently eliminated.

#### **ARTICLE 35 - SAFETY AND HEALTH**

35.01 The parties will continue to adhere to the legislated Occupational Health and Safety Act and any new amendments to the Act. Additionally, the parties agree to fully co-operate on the application and adherence to both Federal and Provincial legislated requirement of the Workplace Hazards Material Information System (W.H.M.I.S.).

35.02 It is the Employer's and Union's policy to ensure on-the-spot safety and health of all its employees and members. All employees of the Employer are required to:

- a) Obey all posted safety rules and regulations
- b) Report immediately any accident or injury, no matter how slight, to the Supervisor.

#### **ARTICLE 36 - WORK PERFORMED BY MANAGEMENT**

36.01 Foremen and persons above the rank of foremen will not perform bargaining unit work except for purpose of training, instruction or safety education or in the case of an emergency where no member of the bargaining unit is readily available.

#### **ARTICLE 37 - LEAVE OF ABSENCE**

37.01 Leave of absence without pay for legitimate personal reasons may be granted at the discretion of Management, without loss of seniority, provided that an application is made, in writing, and such permission shall not be unnecessarily denied, provided that such leave does not affect the efficiency of plant operation.

37.02 When granted leave of absence will be in writing, covering a specified period of time and the employee shall not work in any other position during such a leave of absence unless agreed to by the Company in writing.

#### **37.03 Maternity Leave**

Employees will be entitled to maternity leave which is provided in Employment Standards Act. Prior to taking such leave, if the employee finds that the duties of her regular job are overdemanding, she may be assigned to a mutually acceptable job provided she accepts the rate of pay for that job.

#### **37.04 Union Leave**

The Company may, upon request, grant leaves of absence for

the purpose of attending to Union business, such leaves of absence shall not be for more than ten (10) consecutive work days at any one time, and no more than two employees at a time will be granted such leave, nor will more than four such leaves for any one employee per year be granted.

### **ARTICLE 38 - LETTERS OF INTENT OR UNDERSTANDING**

38.01 The terms and conditions of the Memorandum of Agreement, if hereto attached, shall form and become part of the Collective Agreement as well as any letters of intent, if they are also hereto attached, agreed to prior to and during the life of this Agreement.

38.02 Any letters of intent or agreements agreed to during the life of the preexisting Collective Agreement and hereto attached shall be put into the renewed Memorandum of Agreement.

### **ARTICLE 39 - LABOUR AGREEMENT**

39.01 The Company will provide copies of the Agreement to all employees covered by the Agreement. These copies will be provided within ninety (90) days from the date of final proof reading.

### **ARTICLE 40 - GENERAL WAGE INCREASE**

40.01 Effective March 7, 1998 and retroactive on all hours paid, Employees on payroll as of date of ratification will receive an increase of four percent (4%), and the Adjusted Job Classification and Pay Grades (Schedule A) shall come into effect.

40.02 Effective March 7, 1999 a General Increase to all Job Rates of four percent (4%), will take place and the Adjusted Job Classification and Pay Grades (Schedule B) shall come into effect.

40.03 Effective March 7, 2000 a General Increase to all Job Rates of four percent (4%), will take place and the Adjusted Job Classification and Pay Grades (Schedule C) shall come into effect.

### **ARTICLE 41 - RETIREMENT PLAN**

#### **41.01 Retirement Plan**

The Company will contribute, to the established Retirement Plan, fifty (.50) cents per hour per employee for each hour worked up to a maximum of 1,500 hours per year. Effective March 7, 1999 this amount will be increased to fifty-five (.55) cents per hour (maximum 1,500 hours). Effective March 7,

2000 the amount will be increased to sixty-five (.65) cents per hour (maximum 1,500 hours).

**ARTICLE 42 – MISCELLANEOUS PROVISIONS**

42.01 For employees who are required by the Company to provide their own tools the Company will replace lost, stolen, broken or worn beyond use tools to a maximum of \$185.00.

- 42.02 Upon or shortly after hiring all new permanent employees will be introduced to the Union Steward for the area in which he will be working, and have a complete orientation by the Company on rates and benefits. At this orientation meeting, the new employee will also be provided with a copy of the Collective Agreement.
- 42.03 The Company use of new assembly seasonal workers for jobs in grades E, F, G, shall be limited to no more than fifty thousand (50,000) hours worked per contract year. These hours may not be carried over from contract year to contract year.
- 42.04 The Company will post a notice asking any assembler in Grade F who is interested in a new position of "Standby Pick & Pack" to sign up for this new position. Assemblers who sign up for this position must be willing to be trained as a Pick and Packer and also willing to be immediately transferred to Pick/Pack anytime the company needs temporary Pick and Packers. The Company will promote not less than six (6) of the most senior assemblers (who are able to perform Pick and Pack work and who have passed the agreed test) who sign up. Promoted assemblers will be paid a Standby Allowance of twenty five cents (\$0.25) per hour while they are performing their regular assembly work and the rate for the Pick and Pack when they are performing Pick and Pack work.
- 42.05 The Practice of providing a "Gate Pass" to Security upon leaving the building in other than normal hours, e.g., during lunch break, normal end of shift, is a policy of the company. An employee must obtain the pass from his/her supervisor if they intend leaving during normal shift hours and provide a satisfactory reason for their request. Such request will not be unreasonably denied. All hours lost during such absences will be considered absenteeism and will be included in the employee's absenteeism analysis.
- 42.06 An employee transferred by the Company to a position outside the bargaining unit shall maintain and accumulate bargaining unit seniority for a period of 12 months for the purpose of transferring back into the bargaining unit. Such transferred employee(s) shall pay Union Dues on a normal basis during this twelve (12) month period. Thereafter, the employee(s) may return to the bargaining unit but shall be considered as new hires for the purpose of promotion, demotion, lay-off and recall. They shall retain all their Company seniority for the purpose of vacations, benefits and pension. Transfers to positions outside the bargaining unit may only occur once to any individual employee in the term of the collective agreement. This does not apply to short term relief situations (i.e. vacations, illness).
- 42.07 Retirement will be mandatory upon reaching normal retirement



age of 65 years. Current employees over 65 years will have until the end of this Agreement to retire.

42.08 The Union withdraws its grievance #98-6 regarding use of workers supplied by temporary employment agencies and agrees that it will not re-file any grievance with respect to workers supplied through temporary agencies.

#### **ARTICLE 43 - DURATION OF AGREEMENT**

This agreement shall be in effect through the 7th day of March 1998 to the 6th day of March 2001 and thereafter from year to year unless notice be given no less than ninety (90) days and not more than one hundred and twenty (120) days prior to the termination date (or thereafter the anniversary date) by the party desirous of the change.

**AGREEMENT**

between

**REVLON CANADA INC.**

(hereinafter called the "Company")

and

**Communications, Energy and Paperworkers Union  
Of Canada (C.E.P.) and its Local 323**

(hereinafter called the "Union")

The parties hereto agree as follows:

## ADDENDUM

In addition, the following Letter of Understanding is to be signed by both the Company and the Union:

The Company and the Union agree to the establishment of a jointly monitored and accessible weekly indemnity tracking system that will stipulate applicable standards for the processing of Short Term Disability claims. The system will track employees' last day of work, date of claim submission, date claim is faxed to Insurance provider, date cheque is released, date cheque is received and contact person at Insurance provider.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_,  
1998.

## ADDENDUM

The following letter of understanding was agreed between the Company and the Union on April 29<sup>th</sup>, 1996 and has become part of the Collective Agreement.

### New Article Group R.R.S.P.

- A) Effective March 7, 1996 the Company is to make regular contributions to a Group Registered Retirement Savings Plan consistent with the Collective Agreement. Employees will be allowed to further contribute to this plan to the maximum allowed by law.
- B) No employee will be allowed to withdraw any portion of the Company's contribution as long as they remain an employee of Revlon Canada.
- C) Should an employee terminate his/her employment from the Company, for any reason, the employee shall retain full ownership of their R.R.S.P.
- D) Benefits are to be paid into the plan only for hours worked; not for hours while on WCB, short or long term disability.
- E) An employee shall have a plan set up by the plan administrator after completing his/her probationary period.