

SHAW
INDUSTRIES
LTD.

SOURCE	EC		
EFF.	99	06	25
TERM.	01	06	24
NO. OF EMPLOYEES	100		
NOMBRE D'EMPLOYES	100		

AGREEMENT BETWEEN

CANUSA CPS

A Division of Shaw Industries Ltd.

~ and ~

I.W.A. CANADA - LOCAL 1000

Industrial Wood & Allied Workers of Canada

RECEIVED
FEB 13 1998



June 25, 1997

1097301

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1 - Purpose of Agreement	1
2 - Recognition and Scope	1
3 - Relationship	2
4 - Management Rights	3
5 - Deductions and Check-Off	4
6 - Union Representation	4
7 - Grievance Procedure	6
8 - Arbitration	8
9 - Seniority	10
10 - Health and Safety	13
11 - Plant Holidays	15
12 - Annual Vacation	17
13 - Wages	18
14 - Regular Hours of Work and Overtime	20
15 - Alternative Shifts	22
16 - Benefits	23
17 - Leave of Absence	26
18 - Jury Duty	27
19 - Bereavement Pay	27
20 - Duration and Termination	28
21 - General	29
Schedule "A"	30
Notes to Wage Schedule	31
Appendix "A"	32
Appendix "B"	33

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to establish and maintain for the Employer, the Union and the Employees, the full benefits of orderly collective bargaining, an amicable method of settling differences which may arise between the parties, and to set forth satisfactory working conditions, hours and wages, for all employees who are subject to the provisions of this Agreement.

1.02 Usage of the masculine gender includes the feminine, context permitting.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 a) The Company recognizes that the Union is the Collective Bargaining Agent for its employees, in the Canusa CPS plant operating in Huntsville, Ontario, save and except hourly paid Foremen, supervisors, persons above the rank of supervisors, office and sales staff, engineers employed in their professional capacity, students employed in a cooperative training program, students employed during the school vacation period and, the shipper- expeditors.

b) No employee outside the bargaining unit shall perform work normally performed by employees in the bargaining unit except in cases of emergency, experimentation, testing of machinery and instructing employees on the job.

The absence or unavailability of a bargaining unit employee may dictate that a non-bargaining unit employee may perform bargaining unit work until a bargaining unit employee is available. The

Company shall make every reasonable effort to find a bargaining unit employee.

2.02 The Union agrees that, in recognition of the fact that efficient and economic production is in the interest of both parties, it will promote amongst its members good workmanship and safety.

2.03 During the term of this Agreement, the Company agrees that there shall be no lock-out and the Union agrees that there shall be no slow-down, strike, or other work stoppage or interference with work.

ARTICLE 3 -RELATIONSHIP

3.01 a) The Company shall not discriminate against any employee because of such employee's membership in the Union.

b) The Union, or its officers, members or agents shall not intimidate or coerce any employee or employees into membership in the Union.

3.02 The Union agrees that unless duly authorized:

a) Union meetings will not be held on Company premises,

b) No employee or union official will solicit membership in the Union, collect dues, or engage in any of the Union activity on Company time, during his working hours, or the working hours of any employee.

Violation by an employee of any of the foregoing provisions, may be cause for discharge of such employee or employees by the Company.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 It is recognized that management of the plant and direction of the work force are fixed exclusively in the Company, which maintains all rights and responsibilities of management not specifically modified by this Agreement.

The exercise of such rights shall include but not be limited to:

a) The right to hire, select, assign, increase and/or decrease the working forces, promote, demote, transfer and make temporary and indefinite lay-off for lack of business or materials.

b) The determination of: the number and location of plants, the product to be manufactured at these plants, the method of manufacturing, layout of these plants, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and design of its product and the control of material and parts to be incorporated in the products produced.

c) The making and enforcement of rules and regulations relating to discipline, safety and general conduct of employees and to suspend or discharge or otherwise discipline employees.

d) In the event that new production equipment is installed in the Huntsville facility and until said equipment enters production, it may be operated by non-bargaining unit personnel.

ARTICLE 5 - DEDUCTIONS AND CHECK-OFF

5.01 The Company agrees to deduct from each employee regular Union dues each pay period and an initiation fee as set out by union after completion of an employee's probation period and remit the same not later than within fifteen (15) days of the following month to the Union. The Company shall, when remitting such monies, name the employees from whose pay such deductions have been made. The Union dues and the initiation fee will be an amount set by the Union from time to time.

5.02 The Union is required to notify the Company in writing as to the amounts and schedule of deductions; accordingly, the Union assumes the responsibility for any claim arising out of the correct application of the foregoing conditions.

5.03 The appropriate amounts will be entered on the T-4 slips.

5.04 The Company agrees to contribute to the Union Education Fund one cent (1¢) per hour worked per employee, effective June 25, 1997. Such contributions shall be made by separate cheque and statement, along with the check-off remittance. This amount shall be adjusted to two cents (2¢) per hour worked per employee effective June 25, 1999 and to three cents (3¢) per hour worked per employee effective June 25, 2000.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Company agrees to recognize one (1) Shop Steward on each shift and one (1) Plant Chairman (or his designate).

6.02 The Company shall be notified in writing by the Union of the names of the Shop Stewards and the shift they are representing and any changes made thereto.

6.03 When the legitimate business of a union representative requires him to leave his work station, he shall first receive permission from his supervisor. Such permission shall not be unreasonably denied.

6.04 a) The Company agrees to recognize a negotiating committee for the purposes of Collective Bargaining to consist of the Local representative and no more than two (2) of the plant union representatives as detailed in 6.01.

b) If at the time of bargaining the working members of the bargaining unit exceeds fifty (50), one (1) additional member of the Bargaining Committee may attend negotiations provided their absence does not unduly effect the plant's operation.

6.05 The Company and the Union will each name no more than two (2) representatives on an Advisory Committee which is to meet at either party's request, to consider any matter of mutual interest.

6.06 The Union shall have the use of two (2) bulletin boards to be located in a mutually satisfactory place, for official Union notices which will not be contrary to good order.

6.07 The Company will be responsible for the printing of sufficient copies of the collective agreement for distribution to the employees.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted as quickly as possible.

7.02 It is generally understood that an employee has no complaint or grievance until he/she either directly or through the plant Union representative has first given his/her immediate Supervisor an opportunity to adjust the complaint.

7.03 If, after registering the complaint with the immediate Shift Supervisor and such complaint is not settled within three (3) regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the grievance procedure may be invoked:

Step 1 : The grievance shall be submitted in writing to the Departmental Supervisor either directly or through the Union. The Departmental Supervisor shall meet with the employee's Union Steward within three (3) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The Departmental Supervisor shall within a further three (3) working days give his answer on the grievance form and return it to the Union.

Step 2: If the decision of the Departmental Supervisor is not satisfactory to the grievor, the grievance may be submitted to the Plant Manager who shall, within three (3) working days, hold a meeting

between the Union and the appropriate representatives of management, in a further attempt to resolve the grievance. The Plant Manager shall within a further three (3) working days give his/her decision in writing on the grievance form and return the Union.

7.04 The Company shall not be liable for retroactive payments from the date of filing a grievance hereunder and shall not be required to consider any grievance that is not presented within ten (10) working days of the alleged violation of the Collective Agreement occurring.

7.05 The time limits set out in this Article shall be strictly observed. Any grievance not filed within the time limits established by the provisions of this Agreement shall be considered disposed of or settled. If the Company fails to comply with the time limits established by the provisions of this Agreement, the Union may file a grievance at the next succeeding stage. It is expressly provided, however, that the parties may agree in writing in respect to any grievance to extend and/or waive any of the time limits imposed on either of them.

7.06 When two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance.

7.07 It is understood that the Company may bring forward and give to the Union at any time, any grievance:

- (a) with respect to the conduct of the Union, or its representatives,
- (b) with respect to the conduct of employees generally,
- (c) with respect to the application or interpretation of any provisions of the Agreement.

This grievance shall be presented in writing to officials of the Union at Step 2 of the grievance procedure. Failure to agree within a period of ten (10) working days subsequent to the meetings will permit the Company to refer the matter to arbitration, as hereinafter described, within fifteen (15) calendar days.

7.08 If final settlement of the grievance is not reached at Step 2, then the grievance may be referred in writing by either party, to arbitration as provided for in Article 8 at any time within fifteen (15) working days after the decision is received under step 2.

7.09 Grievance relating to the discharge of an employee shall commence at Step 2 of the grievance procedure.

7.10 All grievances must specify the Article and clause of the Collective Agreement which have allegedly been violated.

ARTICLE 8 - ARBITRATION

8.01 Differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including whether or not a matter is arbitral, may be appealed to final and binding arbitration. When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request in writing within fifteen (15) working days of the written answer to step 2 of the grievance procedure.

8.02 The arbitration procedure incorporated in this Agreement shall require each of the parties to select a representative and the two (2) selected shall designate a third member of the board who shall act as Chairman. In the event that the two (2) representatives originally selected shall be unable to agree on a third member within

the seven (7) working days of their appointment, the Minister of Labour for the Province of Ontario shall have the power, on the application of the parties hereto, to appoint an impartial Chairman.

8.03 The unanimous or majority decision of the Board of Arbitration with respect to matters coming within the jurisdiction of the Board pursuant to the provisions of this Agreement shall be final and binding on both parties hereto, and should be rendered within thirty (30) working days from the time the matter was referred to the Board.

8.04 Such Board of Arbitration shall have no jurisdiction to alter, change, amend, or enlarge the terms of this Agreement.

8.05 Each of the parties hereto will bear its own expenses with respect to any arbitration proceedings. The parties hereto will bear jointly the expense of the Chairman of the Board of Arbitration on equal basis.

8.06 The parties agree that the time limits contained in this Article may be waived or extended by mutual consent.

8.07 It is agreed that either party may pursue settlement of a dispute via the provisions contained in the Ontario Labour Relations Act or its subsequent amendments.

ARTICLE 9 - SENIORITY

9.01 Seniority shall be on a plant wide basis and shall be defined to mean total length of continuous service with the employer from the date of the most recent hire.

9.02 a) An employee shall be considered to be on probation until having completed sixty (60) work days of employment in a twelve (12) month period. Employees on probation shall have no seniority rights or other entitlements under this Agreement during the period of probation. After completion of the probation period, an employee's seniority shall be back-dated sixty (60) days.

b) Probationary employees may be terminated for failure to meet Company established standards, which are not arbitrary or discriminatory and which include attendance, work habits and productivity. Such terminations are eligible for consideration under Article 7, but are subject to a lower standard of cause than for seniority employees.

9.03 a) The Union recognizes that in the case of a lay-off not expected to exceed six (6) working days, the Company may lay-off individual employees without regard to the seniority provisions of this Agreement.

Under this clause qualified employees with seniority shall not be laid-off while probationary employees are retained.

b) In cases of lay-off which are anticipated to exceed six (6) working days, the following procedures will be followed:

i) Employees on probation in the plant will be laid off first provided the remaining employees are capable, as assessed by management, of efficiently performing the work remaining to be done. Such employees shall have no right to recall.

ii) Thereafter these factors shall be considered:

1. Plant seniority, and,

2. Capability as assessed by management of employees to efficiently perform the work remaining to be done.

Plant seniority shall govern if in the judgement of the Company, the qualifications in paragraph (ii), factor "2" are relatively equal.

Recall after lay-off shall be in inverse order of the above.

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

1. If the employee quits his employment.
2. If the employee is discharged and is not reinstated in accordance with the provisions of this Agreement.
3. Failure to report from recall to work on the next scheduled shift after being notified to do so by the employer or within three (3) working days if authorized by the Company.
4. If an employee has been laid-off and not recalled for a period equal to the length of his continuous service with the company or thirty (30) consecutive months, whichever is less.
5. If any employee is absent without Company permission for two (2) consecutive working days.
6. Fails to return to work on his next regularly scheduled shift immediately following expiration of an Authorized Weekly Indemnity Claim, unless such leave is supported by medical evidence.

9.05 The Company shall post a revised seniority list at thirty (30) day intervals showing the plant seniority date of each employee. Any error in the said list must be taken up with the Company within four weeks of the list being posted. Thereafter it shall become final.

9.06 a) In the case where the Company determines that there is a permanent job opening, or a temporary job opening expected to exceed thirty (30) days, in Classification 2 or higher, a notice shall be posted. An employee may then notify the Company in writing of their interest in the position.

b) The Company shall select the individual it determines to be qualified based on skill and ability. The name of the individual selected shall be posted within three (3) days.

c) Skill and ability gained through temporary transfers will not be used by the Company when determining an applicant's qualifications for a job posting.

d) Where skills and ability are equal, as assessed by management, then seniority shall apply.

9.07 Bargaining unit employees promoted out of the bargaining unit shall have the right to return to the bargaining unit after their promotion without loss of seniority for up to two (2) months from date of promotion.

ARTICLE 10 - HEALTH & SAFETY

10.01 It is understood that the Company, the Union and the employees will make every effort to maintain a safe work environment.

10.02 It is understood and agreed that the parties to this Agreement shall at all times comply with the Ontario Health and Safety Act.

10.03 a) Employees must obey safety rules as written by the Company that may be amended from time to time and use safety equipment as required.

b) Notwithstanding Article 10.02, a joint health and safety committee shall be established and maintained. It shall be comprised of an equal number of salaried and bargaining unit employees to a maximum of three members respectively.

The joint health and safety committee shall be co-chaired by one bargaining unit representative and one salaried representative who will alternate in the role of chairman every meeting. This committee shall hold meetings monthly to carry out their duties; i.e., monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Bargaining unit representatives shall suffer no loss of any rights, benefits or wages to which they would have been entitled to under the Collective Agreement.

i) Recommendations approved by the joint health and safety committee will be made to the Company regarding the health and safety of the workers.

ii) Any employee may refuse to work or do particular work, where he/she has a reason to believe that the work is likely to endanger himself/herself or another worker.

iii) Committee members are required to attend scheduled meetings of the joint health and safety committee. Alternate committee members shall be appointed and if an individual member is unable to attend a meeting, then he will advise the committee in advance, who will contact the alternate member.

10.04 a) The Company agrees to pay seventy (\$70.00) dollars per pair of safety shoes, once per year, effective June 25, 1997, upon presentation of a receipt, to employees who have completed their probationary period.

The Company agrees to pay seventy-five dollars (\$75.00) per pair of safety shoes, once per year, effective June 25, 1998, upon presentation of a receipt, to employees who have completed their probationary period.

The Company agrees to pay eighty dollars (\$80.00) per pair of safety shoes, once per year, effective June 25, 1999, upon presentation of a receipt, to employees who have completed their probationary period.

The Company agrees to pay ninety dollars (\$90.00) per pair of safety shoes, once per year, effective June 25, 2000, upon presentation of a receipt, to employees who have completed their probationary period.

b) If required by the Company, the following safety equipment shall be provided, safety helmet, gloves, goggles, nonprescription safety glasses, respirators and hearing protection. The employee is responsible for their proper and reasonable use. The Company will replace such safety items as required.

c) The Company shall continue its current practice of providing and cleaning coveralls for qualified maintenance employees and Baker-Perkins operators.

The Company shall provide and clean coveralls for qualified kitmaker employees.

Each sac line employee will be issued one (1) pair of coveralls. These are to be maintained and laundered by said employees.

ARTICLE 11 - PLANT HOLIDAYS

11.01 The Company will observe the following plant holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

Should one of the above statutory holidays fall on a Saturday or Sunday, another day shall **be** observed as the holiday in keeping with production requirements.

In addition, the Company shall provide two (2) annual floating holidays . The dates of these floating holidays will be announced by the Company and celebrated on a plant wide basis.

Effective June 25, 2000 the Company shall provide one (1) additional annual floating holiday. The date of this additional floating holiday will be announced by the Company and celebrated on a plant wide basis.

11.02 Eligible employees who have completed their probation-

any period shall receive pay equivalent to the number of hours they were scheduled to work, and would have otherwise worked had the holiday not been observed on that day, times their regular hourly rate.

11.03 To be eligible for holiday pay, employees must have worked the last complete scheduled shift before and the first complete scheduled shift after the plant holiday unless absent with his/her supervisor's authorization.

11.04 When any of the holidays are observed during an employee's scheduled vacation period, he/she shall receive holiday pay as provided in clause 11.02 and shall be granted an additional day of vacation provided the employee works the last complete scheduled shift immediately prior to his/her vacation and the first complete scheduled shift immediately following his/her vacation, unless absent with his/her supervisor's authorization.

11.05 Any authorized work performed by an employee on any of the above named holidays shall be paid at the rate of one and one half (1 1/2x) the regular hourly rate for the first eight (8) hours of work and double time (2x) thereafter with the exception of employees on twelve (12) hour alternate shifts who will receive time and one half (1 1/2x) for all hours worked on a holiday, in addition to holiday pay.

ARTICLE 12 -ANNUAL VACATION

12.01 For the purposes of calculating vacation entitlement, the vacation year runs from June 1st to May 31st.

12.02 Vacation entitlement shall be based upon the following

schedule and calculated from June 1 to May 31 annually.

1. New Employees who have completed their probationary period and who have less than twelve (12) complete months of continuous employment as of June 1st - 1 day's vacation per month of service to a maximum of ten (10) days calculated from date of employment to June 1st, with pay at normal daily rate as at June 1st.

2. Employees with one (1) year but less than four (4) years continuous service as of June 1st - two (2) weeks and four percent (4%) of gross wages as at June 1st.

3. Employees who complete their fourth year of continuous service on or before June 1st will be entitled to three (3) weeks and six percent (6%) of gross wages as at June 1st.

4. Employees who complete their twelfth (12th) year of continuous service on or before June 1st will be entitled to four (4) weeks and eighth percent (8%) of gross wages as at June 1st.

5. Employees who complete their twentieth (20th) year of continuous service on or before June 1st will be entitled to five (5) weeks and ten percent (10%) of gross wages as at June 1st.

6. Employees who complete their thirtieth (30th) year of continuous service on or before June 1st will be entitled to six (6) weeks and twelve percent (12%) of gross wages as at June 1st.

12.03 Vacation pay will be paid to employees at the time vacation is taken.

12.04 Vacation cannot be taken prior to completion of the vacation year in which said vacation was earned. Vacation cannot be carried over into the succeeding year except by mutual agreement. Both parties recognize the plant's needs take precedence.

12.05 Vacation shall be taken at times mutually agreeable to the employee and employer. In cases of conflict, seniority shall govern subject to production requirements.

12.06 Gross earnings for the previous vacation year include regular wages, overtime pay and shift premium.

ARTICLE 13 - WAGES

13.01 The Company agrees to pay and the Union agrees to accept for the term of this agreement, the wages as set out in the Wage Schedule "A" attached hereto and forming part of the Agreement.

13.02 a) Temporary Transfers: An employee who is temporarily transferred to meet the Company's convenience, to another job for which the regular rate is less than that which the employee is receiving, shall retain their former rate, and if such transfer is to a job with a higher rate, the employee shall receive the higher rate paid for such job. Temporary transfer must be of a duration of one (1) full shift or greater prior to such higher rate as is applicable being paid. In the event an employee is temporarily transferred to a job where a training rate applies, said employee will receive the training rate unless he is fully qualified or unless his regular rate of pay is higher than the rate of the job to which he is temporarily transferred. In this latter event he will retain his regular rate of pay.

b) Reporting Allowance: When an employee reports to

work at the normal starting time of the shift and his regular job is not available, he will receive alternate work or pay equivalent to four (4) hours at his hourly wage rate. This will not apply under the following conditions:

i) Where an employee has been informed in advance of his regular starting time that he is not to report to work.

ii) Where interruption of work is due to circumstances beyond the Company's control. However, the Company will endeavor to notify the affected employees.

iii) Where the employee does not accept alternate work.

iv) When the employee fails to keep the Company informed of his latest address and telephone number, the Company shall be relieved of its responsibility with regard to notice not to report to work.

c) Call In Pay: An employee who has completed his shift, and has left the Company's premises, and is then recalled to work, extra time shall be paid at time and one-half (1 1/2 x), and will not receive **less** than the equivalent of three (3) hours pay at the employee's regular rate of pay for such additional work.

13.03 Shift Premiums: a) A Shift Premium of forty (40¢) additional to the standard hourly rate shall be paid to each employee for hours worked on the afternoon shift and forty-five cents (45¢) for hours worked on the night shift.

b) Effective June 25, 2000, a shift premium of forty-five cents (45¢) additional to the standard hourly rate shall be paid to each employee for hours worked on the afternoon shift and fifty

cents (50¢) for hours worked on the night shift.

c) Shift premiums outlined above shall be paid during overtime hours at the rates outlined and shall not be included in the standard hourly rate for computing overtime pay.

ARTICLE 14 - REGULAR HOURS OF WORK AND OVERTIME

14.01 The daily and weekly hours of work outlined in this Article 14 are stated solely for the purpose of calculating overtime and shall in no way be interpreted as a guarantee of work or pay per day or per week.

14.02 The regular hours of work shall consist of five (5) shifts on consecutive days as follows:

i) Forty (40) hours of work will be scheduled and divided into five (5) eight (8) hour shifts of work.

ii) Overtime shall be calculated on a daily basis and all hours worked in excess of the regular hours shall be deemed overtime and paid at the rate of time and one half (1 1/2x) the regular rate as set forth in Schedule A for the first four hours and double time (2x) thereafter.

iii) Hours worked on the sixth shift shall be paid for at time and one half (1 1/2x) the regular rate. Hours worked on the seventh shift shall be paid for at double (2x) the regular rate.

iv) An unpaid lunch period of one half (1/2) hour shall be provided to each employee.

v) One fifteen (15) minute paid rest break will be observed in the

first half of each shift for each employee and one fifteen (15) minute paid rest break will be observed on the second half of each shift for each employee.

14.03 Where employees are required to work over (10) hours in a day on an unscheduled basis, the Company shall pay each employee seven dollars (\$7.00) in lieu of a meal.

14.04 Overtime shall be on a voluntary basis unless the work is of an urgent nature. Whenever possible, employees shall be notified **twenty-four (24)** hours prior to work scheduled for Saturday or Sunday. If an employee has agreed to and has been scheduled to work overtime, he cannot withdraw this agreement without good and sufficient reason.

14.05 If the work week is reduced due to a plant holiday as outlined in Article 11, the plant holiday shall be deemed a worked shift in determining the sixth and seventh shift.

14.06 The Company may schedule additional shifts, compressed work weeks or a continuous shift operation. Article 14 shall not apply to an employee on continuous, additional or compressed work shifts.

ARTICLE 15 -ALTERNATIVE SHIFTS

15.01 Where the Company schedules additional shifts, continuous operations, or other alternative shifts then Article 14 shall not apply.

15.02 The daily and weekly hours of work outlined in this article are stated solely for the purpose of calculating overtime, and shall in no way be interpreted as a guarantee of work or pay per day or per week.

15.03 Each employee shall be entitled to receive at least two (2) consecutive days off in each week except for short changes due to alternating shifts, or where the employee has requested to switch shifts with another employee.

15.04 a) On alternative shift schedules when an employee works on his scheduled day off, overtime will be paid on the basis of time and one half (1 1/2x) on the first scheduled day off and double time (2x) for each subsequent scheduled day off in that pay week.

b) On alternative shifts, hours worked in excess of the daily hours of work will be paid at time and one half (1 1/2x) for all hours up to twelve (12) hours in a day, then double time (2x) thereafter.

15.05 Overtime will be on a voluntary basis unless the work is of an urgent nature. If an employee has agreed to and has been scheduled to work overtime, he cannot withdraw this agreement without good and sufficient reason.

15.06 Twelve Hour Shifts:

a) Employees on twelve hour shifts will be paid at straight time for the first twelve (12) scheduled hours. Additional daily hours will be paid at double time the employees regular hourly rate.

b) Employees on a twelve hour shift rotation called into work on their first regularly scheduled day off will be paid time and one half (1 1/2x) for the first eight (8) hours and double time (2x) thereafter.

c) Employees on a twelve (12) hour shift rotation shall receive paid time and one half (1 1/2x) for all hours worked in excess of forty-four (44) hours worked in a scheduled rotation.

15.07 Employees working rotating shifts on a twenty-four (24) hour continuous operation shall receive a twenty (20) minute paid lunch break during their normal work day.

15.08 Shift schedules will be posted when they are known and confirmed. In no case will they be posted later than four (4) calendar days in advance of the shift cycle.

ARTICLE 16 - BENEFITS

16.01 Health Insurance Benefits

a) The Company will bear the cost of the following group insurance benefits:

i) Life Insurance and Accidental Death and Dismemberment in the amount equivalent to the employee's annual earnings. Additional Life Insurance and Optional Dependent Life Insurance may be purchased by payroll deduction.

ii) A weekly Indemnity Plan providing 66 2/3% of the employee's weekly earnings, up to a maximum \$450.00 per week, for a maximum of twenty-six (26) weeks.

iii) An Extended Health Insurance Plan covering 100% of

prescription drugs and 100% of semiprivate hospital coverage and out-of-province emergency coverage. For prescription drugs a per prescription charge of \$3.00 will be charged. Each employee will be provided with a prescription drug card. Drugs will be selected from the Ontario Drug Benefit formulary.

iv) A Dental Plan covering 100% of preventative care costs, 80% reimbursement for endodontics and periodontics and 70% reimbursement for denture repairs and crowns and bridges. An annual deductible of twenty-five dollars (\$25.00) per employee and fifty dollars (\$50.00) per employee family unit will apply. This deductible will apply per calendar year. The applicable fee guide for dental services is the provincial fee guide in effect one year before the prevailing fee guide in the province where the expense is incurred. The fee guide will be updated by one year on each January 1st.

b) For the duration of the Collective Agreement, the Company will administer a Long Term Disability Insurance Plan providing 66 2/3 % of the employee's weekly earnings, with a maximum benefit of \$2,000 per month. The premium for this plan will be paid by the participating employee.

c) All of the benefits referred to in this article shall be as more particularly described in the booklet entitled "Group Insurance and Medical Benefit Programs for Hourly Rates Employee". The booklet summarizes some of the provisions of the master policy and is not part of the master policy. The terms of the master policy shall prevail at all times. Any dispute concerning entitlement to benefits shall be adjusted directly between the employee and the insurance carrier.

16.02 Pension

- a) Effective August 31, 1997, the current Company pension plan will be wound-up. Employee accounts will be distributed as required by Revenue Canada and the Pension Benefit Act of Ontario.
- b) A Group RRSP will be established effective September 1 1997 for future service for current members of the existing hourly pension plan, with the following terms:
 - i) Membership will be granted to seniority employees following twelve months service.
 - ii) Employees will be granted with credited service earned prior to September 1, 1997 towards qualification for membership.
 - iii) A Group RRSP provider will be selected by the Union.
 - iv) Investment options provided by the Group RRSP will be selected by employees and can be changed upon request by the employee.
 - v) Employees are permitted to make Additional Voluntary Contributions (AVC's).
 - vi) Employees are permitted to change their contribution rate quarterly.
 - vii) All record keeping is the responsibility of the Group RRSP provider. All matters of eligibility, other than those described in this Article and Rules and Regulations surrounding the group RRSP are as determined or communicated by the group RRSP provider.

viii) The Company's responsibility with regard to the Group RRSP is exclusively to make the agreed upon contributions as described in this Article

ix) Contribution limits and all Rules and Regulations not described in this Article are as determined under the Income Tax Act of Canada.

x) Effective September 1, 1997, the required contributions to the Group RRSP are:
Employer: 25¢ (for each hour worked)
Member: 10¢ (for each hour worked)

Effective June 25, 1998, the required contributions to the Group RRSP are:
Employer: 25¢ (for each hour worked)
Member: 20¢ (for each hour worked)

Effective June 25, 1999, the required contributions to the Group RRSP are:
Employer: 30¢ (for each hour worked)
Member: 30¢ (for each hour worked)

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Leave of absence for personal or union business of up to 30 calendar days without pay will be considered by management during the term of this agreement if:

1) The employee requests it in writing from management at least ten (10) working days prior to the commencement of the proposed leave.

2) The leave is for good reason and does not interfere with Company operations.

3) Requests for extensions of approved leaves shall be considered. Such requests shall not be unreasonably denied if the extension is for good reason and does not interfere with Company operations.

ARTICLE 18 - JURY DUTY

18.01 An employee who has attained seniority shall be granted leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours, the employee would have otherwise worked for the purpose of serving jury duty or as a subpoenaed crown witness. The employee affected shall reimburse the Company for the full amount of jury pay received by him. For purpose of this clause, all employees shall be considered as being on day shift. Proof of service shall be given to the Company.

ARTICLE 19 - BEREAVEMENT PAY

19.01 In the event of a death in the immediate family of an employee with seniority, the Company shall grant up to three (3) days leave of absence with pay, at his straight time rate, to the employee affected, provided the employee loses regularly scheduled work.

In the event of death of a member of an employee's immediate family while the employee is on vacation, the employee upon proof of death, may be granted up to an additional three days of vacation.

This provision shall apply if the employee attends the funeral or is required to take an active part in estate/funeral arrangement of the deceased.

Immediate family shall be meant to include mother, father, spouse, children, mother-in-law, father-in-law, current step family and grandparents, brother, sister, grandchildren. One day's bereavement will be provided in the event of death of a brother-in-law or sister-in-law.

ARTICLE 20 - DURATION AND TERMINATION

20.01 This Agreement is effective June 25, 1997 and shall remain in effect through June 24, 2001. -----

20.02 Notices that Amendments are required to this Agreement or that either party intends to terminate the Agreement may only be given within a period of ninety (90) to sixty (60) days prior to the expiration of this Agreement.

20.03 If notice of Amendment or Termination is given by either party, the other party agrees to meet for the purpose of negotiating such proposals within fifteen (15) days after the giving of such notice, if requested to do so. Such negotiations shall not continue beyond the expiration date of the Agreement or extension unless the parties mutually agree to extend the period of negotiations.

ARTICLE 21 - GENERAL

21.01 Tool Allowance

Qualified maintenance employees who damage tools required by the Company will have the damaged tool replaced by the Company. Before being replaced, the damaged tool must be submitted

by the employee to the company. The annual maximum tool allowance is two hundred (\$200.00) dollars per calendar year.

SCHEDULE "A"

WAGES & CLASSIFICATIONS

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>June 25, 1997</u>	<u>June 25, 1998</u>	<u>June 25, 1999</u>	<u>June 25, 2000</u>
0	Probationary Employee	\$10.82	\$11.04	\$11.37	\$11.71
1	General Labour	12.18	12.42	12.79	13.17
2	Slitter Operator Stretcher	13.74	14.01	14.43	14.86
3	Welder Operator Adhesive & Sealant Blending Lead Packer SAC Line -Assistant Operator	14.39	14.68	15.12	15.57
4	Q.C. inspector Kit Maker Shipper/Receiver	14.74	15.03	15.48	15.94
5	SAC Operator Extruder Operator Senior Shipper/Receiver	15.14	15.44	15.90	16.38
6	Maintenance	17.09	17.43	17.95	18.49

NOTES TO WAGE SCHEDULE

1. All employees newly hired, except skilled trades, enter at the probationary rate (0) except by mutual agreement. Employees shall remain designated as probationary employees for a period of sixty (60) worked days in a twelve month period. On successful completion of this period employees shall be transferred to Code (1) General Labour Rate.

2. The following employees shall be red-circled at their current rates while they continue to perform their current job. No increase is to be granted to these employees until the applicable classification rate is equal to or greater than their current hourly rate.

Dennis Taylor	Labourer	12.45
Robert Cripps	Labourer	12.45

3. Leadhands to receive 70¢ per hour above the highest rated supervised while they are performing the job.

APPENDIX "A"

LIST OF TRAINING SCHEDULES

<u>Job Classification</u>	<u>Training Period</u>	<u>Training Rate of Pay</u>
Slitter Operator	60 Worked Days	53¢/hr. less than reg. rate
Stretcher	60 Worked Days	53¢/hr. less than reg. rate
SAC Line Assist. Operator	90 Worked Days	53¢/hr. less than reg. rate
Welder Operator	90 Worked Days	52¢/hr. less than reg. rate
Adhesive & Sealant Blending	90 Worked Days	52¢/hr. less than reg. rate
Lead Packer	90 Worked Days	52¢/hr. less than reg. rate
Shipper/Receiver	90 Worked Days	52¢/hr. less than reg. rate
Kitmaker	90 Worked Days	52¢/hr. less than reg. rate
Senior Shipper/Receiver	6 Worked Months	64¢/hr. less than reg. rate
Q.C. Inspector	6 Worked Months	64¢/hr. less than reg. rate
SAC Operator	6 Worked Months	63¢/hr. less than reg. rate
Extruder Operator	6 Worked Months	63¢/hr. less than reg. rate
Maintenance	12 Worked Months	63¢/hr. less than reg. rate
0 - 3 months (inclusive)		\$1.69/hr. less than reg. rate
4 - 6 months (inclusive)		\$1.15/hr. less than reg. rate
7 - 12 months (inclusive)		60¢/hr. less than reg. rate

APPENDIX "B"
CLEAN UP AND BREAK SCHEDULE

3 shift operation	DAYS	AFTERNOONS	MIDNIGHT
START/FINISH	7:00 A.M. - 3:00 P.M.	3:00 P.M.-11:00 P.M.	11:00 P.M. - 7:00 A.M.
FIRST BREAK	9:00 A.M. - 9:15 A.M.	5:00 P.M. - 5:15 P.M.	11:00 P.M. - 1:15 A.M.
LUNCH	11:30 A.M. -11:50 A.M.	7:30 P.M. - 7:50 P.M.	3:30 A.M. - 3:50 A.M.
LAST BREAK	1:30 P.M. - 1:45 P.M.	9:30 P.M. - 9:45 P.M.	5:30 A.M.- 5:45 A.M.
CLEANUP/PAPER	2:55 P.M. - 3:00 P.M.	10:55 P.M.- 11:00 P.M.	6:55 A.M. - 7:00 A.M.

2 shift operation	DAYS	AFTERNOON
START/FINISH	7:00 A.M. - 3:30 P.M.	3:30 P.M. - 12:00 MID
FIRST BREAK	9:15 A.M. - 9:30 A.M.	5:15 P.M. - 5:30 P.M.
LUNCH	12:00 A.M. -12:30 P.M.	8:00 P.M. - 8:30 P.M.
LAST BREAK	1:45 P.M. - 2:00 P.M.	9:45 P.M. - 10:00 P.M.
CLEAN UP/PAPER	3:25 P.M. - 3:30 P.M.	11:55 P.M. - 12:00 MID

1 shift operation	DAYS
START/FINISH	7:00 A.M. - 3:30 P.M.
FIRST BREAK	9:15 A.M. - 9:30 A.M.
LUNCH	11:30 A.M. - 12:00 P.M.
LAST BREAK	1:45 P.M. - 2:00 P.M.
CLEAN UP/PAPER	3:25 P.M. - 3:30 P.M.

12 hr. SHIFT OPERATORS Schedule "A"	Schedule "B"
15 min. break 2 hrs after start of shift	15 min. break 2 hrs after start of shift
15 min. break 4 hrs. after start of shift	10 min. break 4 hrs after start of shift
20 min. lunch 6 hrs after start of shift	30 min. lunch 6 hrs after start of shift
15 min. break 8 hrs after start of shift	10 min. break 8 hrs after start of shift
15 min. break 10 hrs after start of shift	15 min. break 10 hrs after start of shift

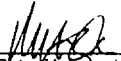
Signed this day in Huntsville, Ontario on June 25, 1997

For The Company

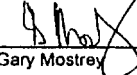
For The Union


FOR THE COMPANY:

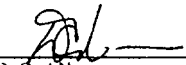
FOR THE UNION:


Peter H. Lehgdon

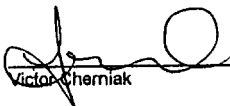

Joe DiCosta


Gary Mostrey


John Grant Goldthorp


D. Curt Newman


Tammy Marie Leason


Victor Chermiak