

COLLECTIVE AGREEMENT

Between



**WOODBIDGE
FOAM CORPORATION**

8214 KIPLING AVENUE
WOODBIDGE, ONTARIO

(Woodbridge Plant)

And

**NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURE IMPLEMENT
WORKERS UNION OF CANADA
(CAW - Canada) LOCAL 112**

CAW  TCA

CANADA

1996 - 1999

INDEX

ARTICLE	PAGE
1 Purpose of Agreement	1
2 Recognition	1
3 Plant Movement	2
4 Management Rights	3
5 Union Membership and Check-off	4
6 Discrimination	5
7 Union Representation	7
8 Strikes and Lock-outs	10
9 Grievance Procedure	10
10 Arbitration	13
11 Discharge	14
12 Probationary Period	15
13 Seniority	15
14 Lay-off	17
15 Recall	19
16 Job Posting	19
17 Transfer	20
18 Paid Holidays	21
19 Vacations	23
20 Hours of Work	25
21 Overtime	26
22 Shift Premiums	27
23 Occupational Accidents or Illness	27
24 Sick Leave of Absence	28
25 Personal Leave of Absence	28
26 Pregnancy Leave of Absence	29
27 Leave for Union Business	29
28 Bereavement Allowance	30
29 Reporting-in Pay	31

30	Call-back Pay	31
31	Safety and Health.....	31
32	Lunch Period.....	33
33	Rest Period	33
34	Maintenance Tools.....	34
35	Agreements	34
36	Jury/Coroner Duty	35
37	Technological Change	35
38	Reprimands.....	35
39	Cost-of-Living Allowance	36
40	Job Classification - Appendix "A"	37
41	Employee Benefits - Appendix "B"	37
42	Paid Education Leave	37
43	Skilled Trades	38
44	Duration of Agreement.....	40
	Appendix "A" - Job Classifications.....	41
	Appendix "A" - Wage Rates	43
	Appendix "A" - Flow Chart.....	44
	Appendix "B" - Employee Benefits	45

LETTERS OF UNDERSTANDING

1	Elected National Union Staff	49
2	Sub-Contracting	50
3	W.C.B. Disputed Claim.....	51
4	Grievance of Weekly Indemnity, Dental and Extended Health Care Decisions	52
5	Management doing Bargaining Unit Work.....	53
6	Hiring of Students	54
7	Payroll	55
8	Short Term Layoff - 1 or 2 days.....	56
9	Job Descriptions.....	57

10	Job Posting	58
11	Clarification of Bumping.....	59
12	Plant closure	60
13	Weekly Indemnity Benefits.....	61
14	Weekly Indemnity Delays.....	62
15	Insurance Carrier.....	63
16	Monitor Levels	64
17	Pensions	65

COLLECTIVE AGREEMENT

Between

WOODBIDGE FOAM CORPORATION
8214 KIPLING AVENUE
WOODBIDGE, ONTARIO

(WOODBIDGE PLANT)

and

NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURE IMPLEMENT WORKERS
UNION OF CANADA

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 It is mutually agreed that the purpose and intent of this Agreement is to promote co-operation and harmony between the Employer, the Employees and the Union and to secure for the parties the full benefits of orderly Collective Bargaining, to recognize mutual interest and to provide a channel through which information and problems may be transmitted from one to the other, and to provide an amicable method for the fair and peaceful disposition of all Grievances, to promote efficiency in the production of quality products, and set forth the conditions of employment to be observed by the Employees, the Union and the Company.

1.02 In this Agreement, words using the masculine gender include the feminine and neuter; the singular includes the plural, and the plural, singular where the text so indicates.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the exclusive Collective Bargaining agent of all regular plant employees at its plant location 8214 Kipling Avenue, Woodbridge, Ontario,

save and ~~except~~ foremen, persons above the rank of foremen, office and plant ~~clerical~~ staff, sales staff, ~~technical~~ staff (such as work measurement staff, Quality Control staff, ~~laboratory~~ staff), engineering staff (such as professional engineers, engineering technicians, designers, drafts person).

2.02 The words “employee” or “employees” when used in this Agreement shall mean only such regular plant employees as are included in the bargaining unit as defined in Clause 2.01.

2.03 Employees defined in Clause 2.01, not in the Bargaining Unit, shall not perform any work which is recognized as work of the Bargaining Unit, except for the purpose of instruction, experimenting or in emergencies.

The Company will give prior notice to the Union Chairperson or Steward when experimental work is to be performed.

The Company will advise the Union Chairperson or Steward as soon as possible when emergency work is to be performed.

ARTICLE 3 – PLANT MOVEMENT

In the event that during the term of this Collective Agreement, the Company decides to move in whole or in part from 8214 Kipling Ave., Woodbridge, Ontario to a new location in Ontario, not covered by another Collective Agreement, the Company agrees to meet with the Union Committee not less than thirty (30) calendar days prior to such move.

The purpose of such meeting(s) will be to:

- a) Confirm the method of recognition of the C.A.W. at the new location.
- b) Examine the feasibility of job opportunity for the employees affected, and working in the plant, at the time of such move.
- c) Review the application of, the terms of the Collective Agreement, as to how such terms may be applicable to this new operation.

- d) The seniority of &hemployeeshall be carried to the new plant with a continuance of seniority and service.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes and acknowledges that the Management of the Plant and direction of the working force are fixed exclusively in the Company, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company:

- to operate and administer its affairs, to direct the working force, to plan, direct and control operations,
- to schedule working hours, to determine the number of employees to be employed, and the right to hire and select employees from any source, promote, demote, classify, transfer, rehire, retire.
- to discipline, suspend or discharge employees, for just cause, the right to make, enforce, and alter, from time to time, Rules and Regulations covering the operations, a violation of which may be among the reasons for discipline or discharge, subject to the Grievance Procedure, and release employees because of lack of work or for other reasons.
- such Rules and Regulations shall not be inconsistent with the provisions of this Agreement, and any such changes to these Rules and Regulations will be meaningfully discussed with the Plant Committee before publication.
- to determine the nature and kind of business conducted by the Company, the kinds of locations of plants, equipment, product components, parts and material to be used, parts, components, products, materials, services and equipment purchased, the control of materials and parts, the methods and techniques of production, and the right to introduce new and improved standards or facilities, the right to establish and change occupational production standards.
- to determine the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives,

- which shall remain solely with the Company, and to manage the operations is vested exclusively in the Company,
- subject to the expressed provisions of this Agreement, and provided it is not inconsistent with the terms of this Agreement.

**ARTICLE:5 - UNION MEMBERSHIP
AND CHECK-OFF**

5.01 All regular employees who are Union members at the signing of this Agreement shall, as a condition of employment, maintain their Union membership in good standing for the duration of this contract.

5.02 All regular employees, who are not members of the Union at the date of the signing of this Agreement, shall, as a condition of employment, have the Company deduct from their pay an amount **equal** to the local Union monthly dues, for the duration of the contract.

5.03 All employees hired after the signing of this Agreement, and probationary employees after thirty (30) days worked, shall, as a condition of employment, have the Company deduct from their pay an amount **equal** to the local Union monthly dues for the duration of the Agreement.

5.04 Dues **are** defined for the purpose of this Clause as the regular Union dues, as prescribed by the Constitution of the Union.

5.05

- (a) The Company will, upon receipt of an authorization ~~card~~, signed by an employee covered by Clauses 5.01, 5.02 and 5.03 of this Agreement, who has completed thirty (30) days worked, for the duration of this Agreement, deduct from the pay cheque for the third (3rd) pay period of each month, the regular monthly dues of such employees, and remit such monies to the Financial Secretary of Local 112 of the National Union C.A.W. by the fifteenth (15th) of the month following the month in which the dues were deducted.

- (b) If a regular employee because of absence from work due to compensable or non-compensable sickness or injury, or approved leave-of-absence, has no earnings during the third (3rd) period of any month, dues deductions shall be deferred to the last pay period in the following month, subject to 5.06 of the Agreement.
- (c) Any such authorization shall take effect, as of the next regular deduction date after it is received by the Company.
- (d) The Company will, at the time of making each remittance, supply a list of the names of each employee from whose pay deductions have been made and the total amount deducted for the month. Also the name and status of any employee from whom the Company has made no dues deductions.

5.06 No deduction shall be made from the pay of any employee covered by Clauses 5.01, 5.02 and 5.03 of this Agreement, in any month, where such employee has worked less than a total of forty (40) hours as of the last pay period of the month.

Paid vacation days and paid Holidays will be considered as days worked.

5.07 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this Collective Agreement.

ARTICLE 6 - DISCRIMINATION / HARASSMENT

6.01 Both the Company and the Union are committed to providing a workplace free of discrimination or harassment. Employees must not engage in discriminating or harassment because of prohibited ground contrary to the Ontario Human Rights Code (the "Code"). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship,

creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap, as defined in the Code. This provision shall be interpreted in accordance with and subject to the provision of the Code.

6.02 The Union and the Company recognize that sexual or racial harassment is a cruel and destructive behaviour against others that can have devastating effects.

- (a) Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.
- (b) Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

6.03

- (a) If an employee believes that he has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination, the employee may bring the incident forming the basis of the complaint to the attention of his Union representative and/or Supervisor. If the employee's Union representative and/or Supervisor cannot, to the satisfaction of the employee, deal with the complaint, the employee is encouraged to submit his/her complaint in writing to a Joint Committee.
- (b) Three representatives from the Union will be appropriately trained regarding harassment and discrimination issues and investigations. The full Joint Committee will establish a procedure for expediting such investigations.

A Committee for investigations will be comprised of one representative selected by the Company and one representative selected by the Union. Where the complainant is a woman and the complaint involves

sexual harassment or gender discrimination, the joint investigation committee will include at least one woman.

- (c) Whatever training is appropriate for the plant on the issues of harassment will be jointly agreed to by the Company and the Union.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Company acknowledges the right of the Union to elect a Negotiating Committee and Stewards to a maximum of eight (8) persons. The Company agrees to recognize five (5) of these Union appointees as the Negotiating Committee. One of such Negotiating Committee will be the Plant Chairperson, and one will be a Skilled Trades Committee-person.

The Union agrees that such representatives will be from the following areas:

PLANT AREA	NUMBER OF REPRESENTATIVES
Maintenance	1
Quality Control/South Warehouse and Shipping	1
South End (Moulding Production and Finishing)	3 (1 per shift)
North End (Slab Line, Fabrication) Q.A.	2
At Large (Plant Chairperson)	1

The Union will notify the Company if Stewards need to change shifts to provide proper representation.

The Negotiating Members shall have super seniority over Stewards in their department.

The duties of the elected Union representatives shall be to represent the employee(s) in the processing of grievances as outlined in the Grievance Procedure. All Union representatives will be required to rotate shifts as scheduled

by the Company; and the Union agrees to assure representation on the afternoon and night shifts.

It is agreed between the parties that the Plant Chairperson only, will work on the day shift.

7.02 The Union will inform the Company verbally, and then confirm in writing, the names of the Union representatives and Plant Chairperson and any subsequent change in the names of the Union representatives and Plant Chairperson, and the Company will not be required to recognize the Union representatives and Plant Chairperson until such notification from the Union has been received.

7.03 The Union recognizes and agrees that the Committee-person(s) have regular duties to perform in connection with their employment. Before leaving their regular duties, to investigate or process a grievance, or otherwise attend to the business of administering the Collective Agreement, the Committee-person(s) must obtain the permission of their immediate supervisor(s) to do so, and will be required to complete a Company form indicating the nature of their business and the time anticipated to transact such business. Permission granted by their immediate supervisor(s) will not be abused nor will excess time be used to transact such business.

The Company reserves the right to withhold payment for any period during which the Committee-person(s) is believed to have failed to conform to established and accepted practices or has taken an unreasonable period of time.

In the above procedure, permission will normally be granted immediately except in unusual circumstances which require immediate attention, such permission will be granted within a half (1/2) hour. However, the Union recognizes that cases will occur where the Company will need a reasonable period of time to provide a replacement.

Company approved time off work by the Committee-person(s) or the grievor, processing grievances will be paid by the Company at base hourly rate.

The Company will allow the Union Committee two (2) hours before a 3rd Stage Grievance Hearing and one (1) hour before a Union/Management meeting to prepare an agenda for the meeting.

7.04 The Union recognizes and agrees that the Plant Chairperson has regular duties to perform in connection with his employment. Before leaving his regular duties to attend to Union business, the Chairperson must advise his supervisor of the time anticipated to transact such business.

Company approved time off work by the Plant Chairperson, processing grievances or in the administration of the Collective Agreement will be paid by the Company at base hourly rate, to a maximum of twenty (20) hours total, in any one work week. The Plant Chairperson must notify the Plant Manager or his representative, if additional paid time to attend the Union business is required.

7.05 Meetings called by the Company will be paid by the Company.

7.06 The Company agrees to provide a proper size filing cabinet, desk and chair in a designated area, and access to a telephone for use by the Plant Chairperson, in handling Union business subject to Clause 7.04

7.07 In the event of the unavailability of the Plant Chairperson, and the Union designates another member of the Bargaining Committee as a substitute, the Company will not be required to pay twice, if the Plant Chairperson is being paid by the Company.

7.08 The Company agrees to recognize and deal with a Representative from the National Union, as a member of the Negotiating Committee.

7.09 The Union will be allowed to post, on a bulletin board provided by the Company, notices regarding meetings and matters pertaining only to the Union. Before posting, all such

notices must be approved by the Plant Manager or his representative.

7.10 It is agreed that the Union, its members or agents, shall not distribute or cause to be distributed, any hand bills, pamphlets, literature or Union material, on the Company premises or time, except for arrangements agreed to between the Union and the Company.

7.11 The Union agrees that there shall be no Union activity of any kind during working hours, or on the premises of the Company, at any time, except as specified in this Agreement.

ARTICLE 8 - STRIKES AND LOCK-OUTS

8.01 The Union agrees that during the term of this Agreement, there shall be no strikes, sit-downs, work stoppage, slowdown, or suspension of work, either complete or partial for any reason by any employee or employees. There shall be no lock-out by the Company.

8.02 During the continuance of this Agreement the Union agrees it will not counsel or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in, or slowdown in the plant, or any curtailment of work or restrictions of, or interference with, production of the Company, and the Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Company's operations, or picket the Company's plants or premises. The Company reserves the right to discipline any employee who violates any provisions of this section.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 The following procedure will be followed in the settlement of disputes arising out of this Agreement.

Step 1: The employee must submit his verbal grievance to his supervisor or his representative, within three (3) working

days from the date of the alleged violation of the Agreement, or from the date the alleged violation of the Agreement became known to the grievor. A Union Committee-person will attend the meeting with the employee and the supervisor to discuss the specific grievance. The supervisor shall render a verbal decision to the employee within three (3) working days following this meeting.

Step 2: Failing an answer or a satisfactory settlement as in Step 1, within three (3) working days, the grievance must be submitted to the Company in writing. Grievances are to be submitted in triplicate by Union, and distributed as follows: two (2) copies to Human Resources Department for tracking, one (1) copy to Union Representative.

It will be the responsibility of the Human Resources Department to initiate the grievance process with the appropriate level of management as per the Collective Agreement. Weekly update of active grievances will be issued to the Union Chairperson. The aggrieved employee accompanied by a Committee-person, shall meet with his department supervisor, or his representative. The grievance must state in what respect the Agreement has been alleged to be violated or misinterpreted with reference to the specific Clause or Clauses relied upon and the nature of the relief or remedy sought. A decision in writing will be rendered by his immediate supervisor, or his representatives, to the employee, within three (3) working days following this meeting.

Step 3: Failing an answer or a satisfactory settlement as in Step 2, within three (3) working days, the aggrieved employee, with the negotiating committee [maximum of five (5)] including the Plant Chairperson, shall refer the grievance, in writing, to the Plant Manager or his representative. The meeting will be scheduled in order to provide twenty-four hour notification, except by mutual agreement. At the time the grievance is presented to the Plant Manager or his representative, a representative from the National Office of the Union and/or the President of the Local may be present, if requested by the Union or the Company. The Plant

Manager, or his representative, shall render his decision in writing to the employee, within five (5) working days from the date the grievance was submitted to him in writing.

9.02 Policy or group grievances initiated by the Company or by the Union will be originated at the Third Step of the Grievance Procedure, with strict adherence to the terms of the Third Step of the Grievance Procedure.

9.03 Grievances dealing with discharge shall commence with the Second Step of the Grievance Procedure, with strict adherence to the terms of the Second Step of the Grievance Procedure.

9.04 The time limits foreseen at the various steps of the Grievance Procedure may be extended by mutual consent in writing by both parties.

If any grievance is not answered by the Company or not ~~carried~~ carried forward by the Union to the Third Step within the time limits as set forth under the Third Step, or any mutual agreed extension to the time limits, will result in the grievance being settled in the Grievor's favour, or withdrawn by the Union, without prejudice or precedence.

9.05 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

9.06 Failing a satisfactory settlement as in Third Step, the Grievance may be submitted to Arbitration as outlined in Article 10 of this Agreement.

9.07 Any grievance not presented and/or carried forward within the time limits as set forth under any steps of the Grievance Procedure and Arbitration Procedure, or any longer periods which may have been mutually agreed upon, shall be deemed null and void.

9.08 A Health and Safety Representative shall attend Third Step grievance meetings for grievances relating to health and safety.

ARTICLE 10 -- ARBITRATION

10.01 Failing asatisfactorysettlement in Third Stepof the Grievance Procedure, it shall be the responsibilityof the party desiring Arbitration ~~to so~~ inform the other party in writing within ten **(10)** working days after the Plant Manager, or his representative's response.

10.02 It is agreed that disputes which are carried to the arbitration stage shall be heard ~~before~~ a single Arbitrator. The Company and the Union agree that the undermentioned persons shall be called to arbitrate on a rotation basis and in order of their listing:

W. Rayner
P. Knopf
M. Gorsky
M. Teplinsky

10.03 The arbitrator, will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.

10.04 The decision of the arbitrator, shall be binding and final upon both parties. The arbitrator, shall be restricted in his award to the provisions of this Collective Agreement, and shall not in his award add to, delete from, or otherwise alter or amend any provisions of the Agreement, or deal with any matter not covered by this Agreement.

10.05 Each party will equally bear the expense and fees of the arbitrator. Any witnesses called by the parties will be at their individual expense. Company will pay the wages of up to two **(2)** witnesses from the Plant to attend an arbitration hearing.

10.06 Any extension of the time limits may be made by either party ~~by~~ mutual consent, in writing, or ~~by~~ the arbitrator, who will advise the parties in writing.

ARTICLE 11 - DISCHARGE

The following procedure will apply when the Company intends or contemplates discharging an employee.

11.01

(a) The Company will notify the employee and the Union, in writing, within two (2) working days of the alleged violation becoming known to the Company.

(b) The Union will be permitted up to one (1) working day to investigate the alleged violation from the time of such notification.

(c) During such investigation the Company and the Union may make efforts to find an acceptable resolve without the need for a hearing as per (d) below. Should such a resolve be worked out any discipline imposed will then be implemented.

(d) When the discipline has not been resolved following the completion of the Union's investigation, a hearing must be held within three (3) working days otherwise. The hearing will be held at a mutually agreed time and date. The hearing will be held between the Company and the Plant Committee and the employee and the Supervisor may be present at such hearing if deemed necessary by either party.

(e) Within one (1) working day of this hearing, the Company will give the Union and the employee a written notification of the action the Company will be taking before the employee is discharged.

11.02 However, 11.01 shall not apply when the alleged violation may endanger the safety of themselves or other employees, or be of such a nature that it would be inadvisable to retain the employee in the plant. In such case, the Company may immediately remove such employee from the premises.

When the discipline has not been resolved, a hearing will be arranged as in 11.01 (d) after the fact and such hearing will be held within one (1) working day if such action is for a period beyond the shift in which they were sent home.

11.03 If the employee discharged feels they have been unjustly dealt with, they may file a grievance within two (2) working days of such action being taken, and the grievance may be arbitrated.

11.04 The time limits provided for in this Article may be extended by mutual agreement, in writing, on an individual case basis.

11.05 The Supervisor shall ask an employee if they want their Union Representative in attendance when they are taken to an office for an interview which may lead to immediate discipline.

ARTICLE 12 - PROBATIONARY PERIOD

12.01 New hires shall be considered probationary until they have completed a total of sixty (60) days actually worked, within a twelve (12) consecutive month period, after which they shall become regular employees, as defined in Clauses 2.01 or 2.02 and their seniority date shall be counted back sixty (60) working days from the date they completed their probationary period.

12.02 During their probationary period probationers shall be subject to release by the Company at any time, for any reason, and further, the Company will have no responsibility for re-employment of probationers if they are laid off.

12.03 Probationary employees shall have no rights of grievance under any terms of the Collective Agreement.

ARTICLE 13 - SENIORITY

13.01 The term "seniority", as used herein, shall mean accumulated service, as described in Clause 12.01.

13.02 In the case of equality in seniority ranking, seniority shall be determined by the alphabetical order of employee's last name.

13.03 An employee will lose their seniority and their employment with the Company will be terminated, for any of the following reasons:

- (a) If they voluntarily quit.
- (b) If he/she is discharged, and not reinstated through the Grievance ~~Procedure~~.
- (c) If he/she is **retired**, under the Company retirement policy.
- (d) If the employee is absent without Company approved leave of absence, for more than ~~three~~ (3) consecutive working days without a satisfactory reason.
- (e) (i) If ~~an~~ employee has been laid off due to lack of work, and does not return to work within ten (10) working days after being contacted personally to report for duty. When the employee cannot be contacted, the Company will notify the employee by registered mail to their last known address, and they will be allowed no more than five (5) working days from the registration date of such notification, to contact the Company. **And** will have ten (10) working days from registration date to report for duty. A copy of the registered letter will be provided to the Plant Chairperson, at the time of mailing.
- (ii) If an employee is at work with another employer, **will** not lose seniority if they contact the Company within five (5) working days following their notice of recall, and report for duty within ten (10) working days of notice of recall, as outlined in Clause 13.03 (e)(i).
- (f) If an employee overstays any Company approved leave of absence without receiving an extension, in writing, of such leave of absence.
- (g) If he/she ~~accepts~~ gainful employment while on any leave of absence without first obtaining the consent, in writing, of the Company.
- (h) If an employee is laid off due to lack of work for a period equivalent to accrued seniority, at the date of the commencement of lay-off.

- (i) If an employee is absent from work because of compensable or non-compensable illness or injury, equivalent to accrued seniority, at the date of the commencing absence, unless at any time during the absence it becomes known, that the employee will never return to work.

13.04 It shall be the responsibility of the employee to notify the Company in writing promptly of any change in their address and phone number (listed or unlisted). If an employee fails to do so, the Company will not be responsible for failure of any contact or notice to reach such employee.

13.05 The Company agrees to post an up-to-date plant-wide seniority list on or about June 30th and December 31st, of each year; and five (5) copies of the seniority list will be provided for the Plant Chairperson.

ARTICLE 14 - LAY-OFF

14.01

- (a) In the event of a reduction in the workforce, layoff will be in inverse order of seniority. Seniority will be exercised on a job classification, then plant basis, providing that those remaining have the qualifications to perform the work available at time of layoff.
- (b) Employees can exercise seniority across job classifications which are connected by a horizontal line on the flow chart, bumping the junior employee of the combined classifications, or may elect to displace the employee holding the least seniority at the next succeeding downward wage level on the flow chart in his department, provided he/she has the skill and ability to perform the work.

If an employee elects to bump downward in their Department, they will lose their Recall Rights after 20 working days and this position becomes their posted job. If the employee is recalled within 20 working days, the employee must return to their original classification.

If an employee is bumped again within 20 working days of their election to bump downwards, they must exercise Bumping Rights of original classification.

- (c) An employee who exhausts all bumping rights on the flow chart will exercise their bumping rights to the most junior employee in the plant provided he/she has the skill and ability to perform the work. It is further understood, that the employee must possess more seniority than the employee being displaced.
- (d) In the event of a short term (3 days or less) business reduction in a production department, the affected employees possessing sufficient seniority not to be laid off will be re-assigned. These employees will be transferred to other departments to perform duties as assigned.

The Company will give three (3) working days' notice to employees with seniority prior to a layoff for two (2) weeks or longer.

For a layoff lasting less than two (2) weeks, the Company shall endeavour to give as much advance notice as possible.

14.02 If the Company decides to close the Plant, complete or partial, for Vacations, or for the purpose of taking inventory, the seniority provisions of Clause 14.01 will not apply for employees required by the Company to work during these periods; except that for Vacation replacement, preference will be given to senior employees requesting work in their own classification during the Vacation shutdown.

With reference to Article 14.02 of the Collective Agreement, the current language applies, unless less than 1/4 of the department manpower in 092, 093, 095, 096, Prime Foam Line, Primary Fabrication, and Secondary Fabrication is required to work during a vacation shutdown. When less than 1/4 of the department manpower is needed, senior employees from the above mentioned departments who request work, will be given the opportunity to work if they have the skill and ability to perform the job. Senior employees will be familiarized with the openings prior to the vacation period.

14.03 The Negotiating Committee and Stewards shall be retained in the plant in the event of a layoff as long as the Company has work that they have the necessary ability to perform regardless of their position on the seniority list.

14.04 If no work is available because of fire, lack of power, act of God, or reasons beyond the control of the Company, employees may be laid off and the seniority provisions of Clause 14.01, and the layoff notice provisions of 14.01, will not apply.

ARTICLE 15 - RECALL

15.01 Recall of employees after layoff will be in the reverse order of lay-off as outlined in the provisions of Clause 14.01.

ARTICLE 16 - JOB POSTING

16.01 When a permanent vacancy exists within the bargaining unit, such classification shall be posted on the bulletin boards for not less than three (3) working days after which time it shall be filled in accordance with the provisions of 16.02 below.

Such notice shall state where possible, the main duties of that vacancy.

The Company agrees to supply the Union with copies of Job Postings and awards, and will supply a list of the applicants where requested.

When an employee is accepted for a job posting, they will commence work in their new job within five (5) working days, if transfer is within the same department.

If successful posting is outside the employee's department, they will commence work in their new job within ten (10) working days.

16.02 In cases of promotion, seniority and qualifications will govern.

16.03 The Company shall not be required to consider applicants on Job Postings which do not result in a

promotion, when such employees have been in their current job for a period of less than four (4) months.

Promotion to positions outside the bargaining group shall not be subject to the provisions of this Agreement.

16.04 Employees reclassified, as a result of job bidding, may be returned to their previous job classification by the Company, at any time, up to ten (10) days actually worked on the job if they cannot perform the job. The Company will meet with the Union and the employee to discuss the reasons why the employee is not meeting the normal job requirements. Employees reclassified, as a result of job bidding, may return to their previous job classification, at any time up to ten (10) days actually worked on the job after such reclassification. The ten (10) day training and trial period may be extended by mutual agreement between the Company and the Union.

16.05 Two subsequent job vacancies, if any, created by successful job bidding will be posted. Any subsequent job vacancy(s), if any, will be filled at the discretion of the Company.

16.06 Nothing contained in this Article shall be construed to limit the Company's right to hire new employees from outside, if there are no qualified employees within the bargaining unit, to fill the job posting vacancy available.

ARTICLE 17 ~ TRANSFER

A. TEMPORARY

17.01 An employee temporarily assigned, at the direction of the Company, to a classification other than his regular classification, shall be paid his regular base hourly rate or the classification rate of the job to which he is transferred, whichever is higher. Such temporary transfer hours will be paid only for actual hours worked.

17.02 A transfer shall be considered temporary provided it does not exceed twenty (20) working days, and during this period, will not be subject to the seniority provisions of this Agreement, if there is no senior qualified employee available

in the department to perform the work. If such transfer exceeds this period, it will be declared as a permanent vacancy and posted for job bidding. Suchtime limits may be extended by mutual agreement.

17.03 Vacant jobs created as a result of illness, injury or occupational accident or illness, or leave of absence shall not be posted as permanent vacancies and may be filled by the Company on a temporary basis. Such job vacancy shall not be subject to the seniority provisions of the agreement, if there is no senior qualified employee available in the department to perform the work.

ARTICLE 18 - PAID HOLIDAYS

18.01 The following shall be considered as Paid Holidays under the terms and conditions of Article 18 of this Collective Agreement:

Year 1996	Year 1997	Year 1998	Year 1999
New Year's Day January 1	New Year's Day January 1	New Year's Day January 1	New Year's Day January 1
Good Friday March 28	Good Friday April 10	Good Friday April 10	Good Friday April 2
Easter Monday March 31	Easter Monday April 13	Easter Monday April 13	Easter Monday April 5
Victoria Day May 19	Victoria Day May 18	Victoria Day May 18	Victoria Day May 24
Dominion Day July 1	Dominion Day June 30	Dominion Day July 3	
Civic Holiday August 5	Civic Holiday August 4	Civic Holiday August 3	
Labour Day September 2	Labour Day September 1	Labour Day September 1	
Thanksgiving October 14	Thanksgiving October 13	Thanksgiving October 12	
December 24	December 24	December 24	
Christmas Day December 25	Christmas Day December 25	Christmas Day December 25	
December 26	December 26	December 28	
December 27	December 29	December 29	
December 30	December 30	December 30	
New Year's Eve December 31	New Year's Eve December 31	New Year's Eve December 31	

18.02 Any employee absent from work on the last working day immediately preceding or following any of the Paid Holidays listed in Clause 18.01, shall not be entitled to pay for the Holiday, unless he has a valid reason.

18.03 An employee will be paid for a Paid Holiday only if:

- (a) He has been laid off, within the seven (7) calendar days prior to, and inclusive, of the recognized Paid Holiday.
- (b) He commenced a non-occupational, certified illness or injury, within seven (7) calendar days prior to, and inclusive, of the recognized Paid Holiday.
- (c) He commenced Workers' Compensation, within seven (7) calendar days prior to, and inclusive, of the recognized Paid Holiday.
- (d) He commenced approved leave of absence from the Company, within seven (7) calendar days prior to, and inclusive, of the recognized Paid Holiday.

It is understood and agreed by the Union that probationers are not entitled to pay for any Paid Holidays, for the first thirty (30) calendar days of their probationary period.

18.04 The following arrangements may be exercised if a Paid Holiday falls within an employee's annual vacation. An employee may be allocated an additional day in his vacation, or will be granted another day's pay in lieu of additional time off.

18.05 Employees eligible for payment of a Paid Holiday will be paid on the basis of the applicable hourly base rate of the job to which they are assigned the day prior to the Holiday, multiplied by the number of hours he would normally have worked on such day, up to a maximum of eight (8) hours.

18.06 If any of the Paid Holidays listed in Clause 18.01 falls on a Saturday or Sunday (and has not been replaced by another day, by statute or decree), by mutual agreement, such Paid Holiday will be observed either on the previous Friday, or the following Monday.

18.07 Notwithstanding Clause 18.05, payment for any Paid Holiday, for employees on Workers' Compensation, or Weekly Indemnity, during the first fourteen (14) calendar days of such occupational or non-occupational illness or accident, will be, only, the difference between the daily amount received for Compensation or Weekly Indemnity, and the daily amount of payment outlined in Clause 18.05.

18.08 If an employee is laid off and recalled between December 1st and January 15th, and works the day before the lay-off day and works the day of his recall, the employee will be eligible for payment of the paid holidays during the period.

ARTICLE 19 - VACATIONS

19.01 Vacations with pay shall be granted to all employees on the payroll of the Company on the basis of their seniority with the Company as defined in Article 13 of the Collective Agreement.

The amount of pay for such vacation shall be not less than an amount **equal to** the applicable percentage of the wages of the employee in the twelve months of employment for which the vacation is given and in calculating wages, account shall be taken of any vacation pay previously paid.

- (a) Employees with less than one (1) year seniority as of June 1st, will be paid vacation in accordance with the provisions of Part VIII of the Ontario Employment Standards Act.
- (b) Employees with more than one (1) year, but less than five (5) years of seniority, as of June 1st, two (2) weeks with vacation pay of four (4%) percent of gross earnings based on the previous twelve (12) month period from July 1st to June 30th.
- (c) Employees with more than five (5) years, but less than ten (10) years of seniority, as of June 1st, three (3) weeks with

vacation pay of ~~six (6%)~~ percent of gross earnings based on the previous twelve (12) month period from July 1st to June 30th.

- (d) Employees with more than ten (10) years, but less than twenty **(20)** years of seniority, as of June 1st, four **(4)** weeks with vacation pay of eight **(8%)** percent of gross earnings based on the previous twelve (12) month period from July 1st to June 30th.
- (e) Employees with ~~more~~ than twenty (20) years of seniority, as of June 1st, five **(5)** weeks with vacation pay of ten (10%) percent of **gross** earnings based on the previous twelve **(12)** month period from July 1st to June 30th.

19.02 The period or periods during which an employee may take their vacation shall be determined at the discretion of the Company, except **as** follows. The Company will give preference to the most ~~senior~~ employee for preferred vacation ~~claim~~, provided such employee **makes** application, on a form provided by the Company, to their supervisor or representative, not later than April first (1st) of each year.

19.03 ~~All employees shall take their~~ vacation in the vacation year, and receive their vacation pay on the first regular pay period of July in each vacation year, with the exception of skilled trades, who shall be paid on their last working day immediately prior to starting their vacation.

19.04 The vacation year ~~shall~~ be from July 1st to June 30th. Vacation time off must be taken during the current vacation year, and cannot accumulate to be taken in any subsequent vacation year.

19.05 Time lost for verified sickness or while on Workers' Compensation, up to a maximum of one (1) year, will be deemed **as** time worked at regular pay for computation of Vacation Pay.

19.06 Notwithstanding Clause 19.05, payment under Clause 19.05 for employees on Workers' Compensation or Weekly Indemnity will be, only, the difference between the

weekly amount received for Workers' Compensation or Weekly Indemnity and the vacation pay entitlement outlined in Clause **19.05**

ARTICLE 20 - HOURS OF WORK

20.01 The normal hours of work will be eight (8) hours per day, and forty (40) hours will constitute a normal work week.

20.02 The normal work week will be comprised of five (5) consecutive days Monday through Friday.

20.03 The normal hours in a work day on a one (1) shift operation is defined as follows:

7:00 AM to 3:00 PM

The normal hours in a work day on a two (2) shift operation are defined as follows:

DAY SHIFT 7:00 AM to 3:00 PM

AFTERNOON SHIFT: 3:00 PM to 11:00 PM

The normal work week on a three (3) shift operation will be Monday through Friday inclusive.

On a three (3) shift operation the hours will be as follows:

DAY SHIFT 7:00 AM to 3:00 PM

AFTERNOON SHIFT! 3:00 PM to 11:00 PM

NIGHT SHIFT 11:00 PM to 7:00 AM

The normal work week will start at 11:00 pm Sunday for a three (3) shift operation.

20.04 In the event it becomes necessary for the Company to change the starting and stopping times of the normal shifts, or establish new shifts, the Company will meet with the Shop Committee to mutually agree on such change, or new shift.

20.05 It is agreed and understood by the Union and its members that all employees will be required to rotate shifts, if requested by the Company, every seven (7) calendar days. The normal rotation will be nights to afternoon to days.

An employee requested by the Company to change their shift

during his/her regular normal work week, will be paid time and one-half for the first ~~shift~~ of the new scheduled ~~shift~~. The Company will change the junior qualified employee in the classification/shift involved.

~~Shift~~ changes made for the following week's schedule ~~are~~ not affected by the above.

20.06 ~~This~~ statement of the normal hours of work shall not be construed as a guarantee of any minimum, or ~~as~~ a restriction of any maximum number of hours of work per day, or per week, or of days of work per week.

20.07 The lunch period is twenty (20) minute paid lunch.

ARTICLE 21 – OVERTIME

21.01 Hours worked in excess of eight (8) hours in a normal work day will be paid for at the rate of time and one-half (1-1/2) the base hourly rate.

Hours worked on Saturday ~~will~~ be at one and one-half (1-1/2) times the employee's base hourly rate and at two (2) times for Sunday.

21.02 Work performed on any Paid Holiday listed in Clause 18.01 of the Collective Agreement will be paid for at the rate of two (2) times the base hourly rate, in addition to pay for the Paid Holiday as outlined in Clause 18.05.

21.03 Overtime premiums shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.

21.04 The Union and the employees agree that overtime ~~will~~ be subject to Part IV of the Employment Standards Act R.S.O. 1980.

21.05 Shift premiums shall not be included in the calculation of overtime compensation.

21.06 Overtime will be distributed as per the overtime guidelines ~~as~~ established by the joint overtime committee. New guidelines established by the overtime committee ~~will~~ be

reviewed after a three (3) month experimental trial.

A weekly record of overtime worked and refused will be provided to the Shop Chairperson and posted in the department within one week.

21.07 If an employee is asked to work overtime, and agrees to, and the overtime is cancelled within 1 1/2 hours before the end of their regular shift or part way through the overtime period, the employee will receive 2 hours at time and one-half or hours worked on overtime, whichever is greater.

ARTICLE 22 - SHIFT PREMIUMS

22.01 A shift premium of forty-five cents (**45**) shall be paid to all employees working, on the second (2nd) shift. Employees working on the third (3rd) shall be paid seventy cents (**70**) in the first (1st) year, seventy-five cents (**75**) in the second (2nd) year, and eighty cents (**80**) in the third (3rd) year of the collective agreement.

Scheduled shifts which commence during one shift premium period and end in another shift premium period shall be paid only the shift premium of the commencing shift.

ARTICLE 23 - OCCUPATIONAL ACCIDENTS OR ILLNESS

23.01

- (a) When an employee suffers an occupational accident on the Company premises during his/her working hours, and is sent for treatment, to the hospital, or doctor's office, or home, such employee will be paid their base hourly rate for the balance of the shift.
- (b) If required, the Company will supply and pay for transportation to the hospital or doctor's office, then back to the Plant or to the employee's home, on the day of the injury, only.

23.02 When such employee returns to work, they will be reinstated to their former classification, under the Seniority

provisions, of the Collective Agreement.

23.03 Any employee's reinstatement after an occupational accident or illness is conditional on supplying a certificate from a physician that he/she is fully recovered from the occupational accident or illness which caused their absence. Company will pay for the completion of medical forms requested by the Company for updating of Company medical records, Supplementary Forms provided by the Insurance Carrier and Independent Medical Assessments.

Medical forms required for absence from work, and return to work will be the responsibility of the Employee.

23.04 An employee who is no longer able to perform the work in their classification, but is capable of performing work in another job classification, or any employee who has incurred a noncompensable, or compensable permanent or partial disability, may by mutual agreement between the Company and the Union, be assigned to or retained at an operation which he is capable of performing at the prevailing rate of pay of that position.

ARTICLE 24 - SICK LEAVE OF ABSENCE

24.01 Employees who are permitted to go home due to non-occupational illness or injury, will not be paid for the remainder of their shift.

24.02 Any employee's reinstatement after sick leave is conditional on his/her supplying a certificate from a physician that he/she is fully recovered from the sickness which caused their absence.

24.03 When such a employee returns to work, they shall be reinstated to their former classification, under the seniority provisions of the Collective Agreement.

ARTICLE 25 - PERSONAL LEAVE OF ABSENCE

25.01 A personal leave of absence, without pay, for a valid reason, acceptable to the Company, may be granted for a

period not to exceed up to ~~six~~ (6) calendar months, provided such leave does not disturb the efficiency of the employee's work ~~area~~, or plant, ~~and~~ such application is made to the Plant Manager ~~or~~ his representative at least five (5) days prior to the leave ~~of~~ absence, in writing, and written approval is obtained from the Plant Manager or his representative.

The Company agrees to consider all requests under this Article, for all employees, in a fair and equitable manner.

25.02 When such an employee returns to work, they shall be ~~reinstated~~ to their former classification, under the ~~seniority~~ provisions ~~of~~ the Collective Agreement.

25.03 For employees with seniority the Company ~~will~~ accept as ~~s~~ satisfactory ~~reason~~, one time only, under clause 13.03(d) for absence ~~of~~ an employee up to one hundred and twenty (120) days, for conviction for an offense arising ~~out~~ of the operation of a motor vehicle as well as any absence because they are being held in custody pending disposition of the charges.

If an employee with seniority is imprisoned following a conviction for an offense other than one arising out of the operation of a ~~motor~~ vehicle, and if the sentence is for ninety (90) days ~~or~~ less, and such offense does not negatively impact upon the ~~employee/employer~~ relationship, the Company ~~will~~ grant a leave of absence, one time only.

Group Insurance coverage will continue only for the first thirty (30) ~~days~~ of such leave of absence.

ARTICLE 26 - PREGNANCY LEAVE OF ABSENCE

26.01 Pregnancy ~~leave of~~ absence will be in accordance with the Employment Standards Act RSO-1980.

ARTICLE 27 - LEAVE FOR UNION BUSINESS

27.01 An employee elected or nominated by the Union to attend Union Conventions or Meetings, may be granted a leave of absence, without pay, for a period not to exceed up

to ten (10) working days, provided such leave does not disturb the employee's work area or plant, and the Plant Manager is given a minimum of five (5) working days' notice, in writing, of such absence, and not more than three (3) employees shall be granted such leave of absence at any one time.

27.02 Any employee with seniority elected or appointed to the National or Local Union staff shall be granted a leave of absence without pay and benefits provided that such request is made in writing at least two (2) weeks in advance to the Plant Manager. Employees covered by this clause will accumulate seniority only, during such leave of absence. Employees returning from staff Union leaves, shall notify the Company in writing of their availability and desire to return to work, and the Company shall have five (5) working days to return the employee to work following such notice. Upon an employee's return from such leave of absence, the employee will be returned to his former classification if such a vacancy exists.

ARTICLE 28 - BEREAVEMENT ALLOWANCE

28.01 When a bereavement occurs in the immediate family of the employee, the employee shall be allowed such time as may reasonably be needed and will be paid their basic straight time hourly rate up to three (3) regular scheduled work days, where the employee would otherwise be at work, excluding Saturday and Sunday, during the period beginning with the day of the death and ending with the day after the funeral. For the purposes of this Article, immediate family shall mean wife, husband, father, mother, son, daughter, brother, sister, parent-in-law, grandparent, grandchild, stepparent and stepchild.

One day off with straight time pay will be granted at the time of bereavement of brother-in-law, sister-in-law and grandparent of spouse.

Where the Company requires proof of death, payment will be made and deducted from the third pay cheque following

the absence of proof of the death has not been submitted by that time.

28.02 The employee will notify their immediate supervisor in the event of required bereavement leave approval.

28.03 Such paid bereavement leave as described in Clause 28.01 is only available where the employee would otherwise be at work during this period.

28.04 Proof of death may be requested by the Company in exceptional circumstances.

ARTICLE 29 – REPORTING-IN PAY

29.01 An employee who has not been notified in advance “not to report for work”, and who reports for their regular scheduled shift, will be given at least four (4) hours work, and if no work is available, they will be paid for a minimum of four (4) hours, at their base hourly rate.

29.02 This obligation on the Company will not prevail:

- (1) If no work is available because of:
 - (a) A power shortage or a failure of power supply.
 - (b) Other conditions beyond the control of the Company.
- (2) If the employee has not kept the Company informed of their current address and a telephone number.

ARTICLE 30 - CALLBACK PAY

30.01 An employee who has completed their full daily or weekly shifts, and who has left the plant, and is called back to perform additional or emergency work, will be paid for the time actually worked at the applicable overtime rate. Employees called back under this Clause will be guaranteed a minimum of four (4) hours of work or pay at the discretion of the Company.

ARTICLE 31 – SAFETY AND HEALTH

31.01 The Company and the Union realizing the benefits

to be derived from a safe and health place of employment, agree that they, together with all employees, the **Union Negotiating Committee** and **Stewards**, Supervisors, and Joint Health and Safety Committee will co-operate to the fullest extent to promote safe work practices, health conditions, and enforcement of safety rules.

31.02 Safety equipment and devices will be in accordance with the provisions of the Province of Ontario Health and Safety **Act**.

31.03 The Company shall establish a Plant Safety and Health Committee of three (3) employees nominated by the Union, (one of whom will be a full time elected health and safety **person**), and three (3) Company representatives. The Committee will hold periodic meetings and safety inspection tours of the plant, in accordance with the provisions of the Health and Safety **Legislation** of the Province of **Ontario**. The function of the Committee shall be to advise the Plant Management concerning Safety and Health matters, but not to handle grievances.

The Company and the **Union** agree that, from time to time, **representatives of** Management and/or the Plant Chairperson may attend Safety and Health Committee meetings.

31.04 **All** employees will be required to wear Company approved safety shoes **or** boots as a condition of employment, and such foot protection shall be CSA approved. The Company will pay for regular employees only, of these departments, **once** each **consecutive** twelve (**12**) months, from date of last purchase, a maximum of eighty (**\$80.00**) dollars towards the purchase of one pair of safety shoes or boots, if required.

In cases where safety shoes may deteriorate due to working conditions, the Company may authorize an additional contribution of sixty (\$60.00) dollars towards a second pair of safety shoes **or** boots within the twelve (**12**) month period.

Skilled trade employees are to receive a maximum of one hundred (\$100.00) dollars towards the purchase of safety

shoes or boots, if required, once each consecutive twelve (12) months, from date of last purchase.

The Company may authorize an additional contribution of one hundred (\$100.00) dollars towards the purchase of a second pair of safety shoes or boots within the twelve (12) month period, if required due to deterioration because of working conditions.

31.05 All employees working in Company designated safety glass areas, will be required to wear safety glasses provided by the Company as a condition of employment.

The Company agrees to pay 100% of the cost of prescription safety glasses and Company approved safety frames, and such eye protection shall be CSA approved, for regular employees working such designated areas requiring prescription safety glasses, once each consecutive twelve (12) months from the date of last purchase, if necessary.

The Company accepts no responsibility for the employee's eye examination or adjustments.

31.06 Prescription safety glasses damaged on the job (severely spotted glasses included) will be replaced by the Company at no cost to the employee.

31.07 The employee's share of the cost for safety boots or shoes and prescription safety glasses will be held on the completion of an employee's probationary period.

ARTICLE 32 - LUNCH PERIOD

32.01 The Company will grant a 20 minute paid lunch. It is agreed that the machines will run during the lunch period where the Company can so arrange.

ARTICLE 33 - REST PERIOD

Two fifteen (15) minute rest periods will be granted to eight (8) hour shift schedules.

Rest periods shall be observed in the area where employees are working at the time of break period.

The Company shall designate areas in which the employees shall be allowed to smoke.

Employees are to relieve each other as required, both during the lunch break and break periods, without adjustment in job rate.

The relieving shall be so accomplished as to provide lunch and breaks at reasonable times with meal times, as close to mid-shifts as possible.

ARTICLE 34 - MAINTENANCE TOOLS

Maintenance employees, as a condition of employment, will be required to provide their own hand tools and measuring devices.

Any such hand tool broken by normal use of the tool, or worn out on the job, will be returned to the employer and replaced to a maximum total of three hundred (\$300.00) dollars in the 1st and 2nd year of the Collective Agreement. In the 3rd year of the Collective Agreement the maximum total will be three hundred and fifty (\$350.00) dollars.

The Company will provide insurance protection to a maximum of the cost of the Company approved list from fire, and water damage and proven theft from locked tool boxes for maintenance employees only, properly stored on Company premises.

Maintenance employees shall not be eligible for compensation under this Article until he has six (6) months service in the department.

ARTICLE 35 - AGREEMENTS

35.01 The Union agrees that this Agreement constitutes the entire Agreement between the parties, and that any and all previous Agreements, Supplementary Agreements, Letters of Intent, Understands, etc. whenever made and whether or

not reduced to writing, are hereby cancelled, and that, effective upon the signing of this Agreement, the Company's obligations respecting conditions of employment, working conditions and employee benefits, are limited exclusively to those specifically stated in this Agreement.

ARTICLE 36 - JURY/CORONER DUTY

36.01 An employee who is called for Jury/Coroner Subpoenaed witness or Crown Witness service shall be excused from work for the days on which he/she serves and they shall receive, for each such day of service on which they, otherwise, would have worked the difference between eight (8) times their base hourly rate and the payment he/she receives for service. The employee will present proof of service and the amount of duty fee paid by the court.

ARTICLE 37 - TECHNOLOGICAL CHANGE

37.01 An employee whose job is eliminated as a result of technological change, shall apply their seniority on a job, then department, then plant basis, provided it does not result in a promotion and provided the employee is able to perform the job.

37.02 Where new or greater skills are required than the skills already possessed by the affected employee, that employee shall be given a reasonable period of time, of approximately six (6) weeks, without reduction in regular hours of work, or regular rates of pay, during which they may acquire the necessary skills required by such technological change.

37.03 The employee whose job is eliminated as the result of technological change shall retain the previous classification rate for a period of six (6) weeks.

ARTICLE 38 - REPRIMANDS

38.01 Non-cumulative reprimands will be null and void after a period of twelve (12) months.

38.02 A Union representative will be present during a disciplinary interview.

ARTICLE 39 – COST-OF-LIVING ALLOWANCE

39.01 All employees covered by this Agreement shall be eligible to receive a Cost-Of-Living Allowance in accordance with the following:

39.02 The Cost-Of-Living Allowance shall be based on the November 1995 Consumer Price Index for Canada (CPI Index).

39.03 The Consumer Price Index for Canada (1986 = 100) shall be used to determine adjustments. A one cent (1) adjustment shall be made for each point zero nine five eight (.0958) change in the Consumer Price Index for Canada.

39.04 Effective on the first complete pay period, beginning July 1996, and quarterly through to April 1999. Adjustments in the Cost-Of-Living Allowance shall be made as follows:

Date of Adjustment	Based on Comparison on CPI for:
July, 1996	May, 1996 with February, 1996
October, 1996	August, 1996 with May, 1996
January, 1997	November, 1996 with August, 1996
April, 1997	February, 1997 with November, 1996
July, 1997	May, 1997 with February, 1997
October, 1997	August, 1997 with May, 1997
January, 1998	November 1997 with August, 1997
April, 1998	February, 1998 with November, 1997
July, 1998	May 1998 with February, 1998
October, 1998	August, 1998 with May, 1998
January, 1999	November, 1998 with August, 1998
April, 1999	February, 1999 with November, 1998

39.05 The amount of Cost-Of-Living Allowance in effect shall be paid for each hour worked, and will not be included in any calculations of premiums or benefits, other than vacation and Paid Holidays.

No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the CPI Index for any base month.

39.06 Should the CPI in its present form (1986 = 100) become unavailable, the parties attempt to adjust this Article, or, if agreement is not reached, request Statistics Canada to provide the appropriate conversion or adjustment.

ARTICLE 40 - APPENDIX "A"

40.01 The hourly wage rates for the Job Classifications covered by this Agreement, are outlined in Appendix "A" of this Agreement and by reference herein are made part of this Agreement.

ARTICLE 41 - APPENDIX "B" - EMPLOYEE BENEFITS

41.01 The Employee Benefits Section is Appendix "B" of this Agreement and by reference is made part of this Agreement.

ARTICLE 42 - PAID EDUCATION LEAVE

42.01 The Company agrees to pay into a special fund two (2) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union C.A.W., and sent by the Company to the Canadian Region C.A.W. head-quarters at 205 Placer Court, Willowdale, Ontario M2H 3H9.

The Company further agrees that members of the Bargaining Unit, selected by the Union to attend such courses, will be granted a leave of absence, subject to the terms in Clause 27.01, without pay for twenty **(20)** days of class time, plus travel time where necessary, said leave of absence to be intermittent over a 12-month period from the first day of leave.

Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 43 - SKILLED TRADES

43.01 The skilled trades covered by this article constitute those trades which are as follows:

Electricians/Electronics

Millwright

Tool Repair

It is agreed that the Plant Maintenance Group will separate along traditional existing North and South designations.

The groups will operate independently with the exception of the layoff clause of the Collective Agreement, effective one **(1)** week after contract ratification.

43.02 Job description for skilled trades will be developed by a skilled trades committee consisting of the Plant Chairperson, the Skilled Trades Committee Person and two Management Representatives.

The guidelines for developing these job descriptions shall be the C.A.W. Book of Job Descriptions of the Skilled Trades and C.A.W. Apprenticeship Standards, **along** with any other applicable job description development material.

43.03 Employees bidding into the Maintenance Department will not *carry* plant-wide seniority for the purpose of layoff, recall or vacation preference.

43.04 The Company agrees to deduct C.A.W. Canadian Skilled Trades Council dues as may be adopted by the

Canadian Skilled Trades Council upon receipt of individual authorization cards signed by the employee at the time of entry into the skilled trades.

First deduction to be made from the employees from the first pay received after completion of the probation period or entry into the skilled trades. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

43.05 Entry into the skilled trades shall be restricted to persons who provide documentation supporting their claim to required work experience, and . . .

- (a) who qualify as journeymen as outlined in the Company job description,
- (b) or, who qualify for journeymen status through any apprenticeship program recognized by the Ministry of Labour, or holds a C.A.W. ~~journeyman~~ card in the trade in which he claims recognition,
- (c) or, who provides documents prior to hire or promotion from any classification, proving their claim to journeyman status.

43.06 When maintenance employees are recalled for emergency work, and that work is completed between ~~5:00 AM~~ and ~~7:00 AM~~, that employee may choose to go home and return to his regular shift, or remain for a period of time until he completes eight hours work from the time of punching in.

Should the employee choose to remain, he will be paid at overtime rates until 7:00 AM and then be paid at his regular rate of pay.

43.07 In the event that ~~Maintenance~~ Department employees with prior plant production seniority are laid off out of the Maintenance Department, only such seniority as accumulated prior to entry into the Maintenance Department may be used to bump into plant production classifications, subject to Clause 14.01 of the Collective Agreement.

X

ARTICLE 44 - DURATION OF AGREEMENT

44.01 ~~This Agreement shall become effective the twentieth (20th) day of May, 1996, and shall remain in effect until the thirtieth (30th) day of May 1999, inclusive; and either party may give notice, in writing, to enter into negotiations for the purpose of amending any of the terms of the Collective Agreement within a period of not more than ninety (90) days prior to the date of termination.~~

Signed by their duly authorized officials, this _____ day of 1996:

FOR THE COMPANY:

FOR THE UNION

[Handwritten signatures for the Company]

[Handwritten signatures for the Union]

APPENDIX "A"
JOB CLASSIFICATIONS

Classification	Work Area	Labour class
Moulding		
092 Line	Line	LC7
092 Finishing	Finishing	LC5
093 Line	Line	LC7
093 Finishing	Finishing	LC5
095 Line	Line	LC7
095 Finishing	Finishing	LC5
096 Line	Line	LC7
096 Finishing	Finishing	LC5
Quality		
Q.A. Dimensional	Q.A. Dimensional	LC7
Q.A. Inspection	Instron/Visual 070/ Auditor/Burn/Load/ 096 Auditor/Small Parts Auditor	LC6
Materials		
Lift Truck/Crane	Lift Truck/Crane	LC7
Lift Truck	Receiving/Shipping/ Warehouse	LC7 LC6
Mix Make-up	Mix Make-up	LC7
Skilled Trades		
Electrician/Electronic	Electrician/Electronic	AA
Millwright	Millwright	AA
Tool Repair	Tool Repair	A
Fabrication		
Machine Operator A	Slitter 072/CNC/ Baler/Prince	LC7

Machine Operator	Bandknife/Die Press/ Auto Bandknife/ Sl/Lam Wind-Up/ Mech. Foam Opr. Lam. Opr./Asst. Opr. 072 & Prince/ CNC Back-up Op	LC6
070 Production	Line/Cut-off Saw Machine Helper/ Packing/Assembly/ Lam. Helper	LC7 LC6

APPENDIX "A"

WAGE RATES

Effective Date	May 20 1996	May 20 1997	May 20 1998
Labour Class	After Prob. Period	After Prob. Period	After Prob. Period
AA	22.48	22.78	23.13
A	21.08	21.28	21.53
LC7	17.67	17.87	18.12
LC6	17.45	17.65	17.90
LC5	17.20	17.40	17.65

PROBATIONARY RATES

Employees hired on or after May 20, 1996 will receive:

Start Rate:	80%	of the Job Classification Rate
After 6 Months:	85%	of the Job Classification Rate
After 12 Months:	90%	of the Job Classification Rate
After 18 Months:	95%	of the Job Classification Rate
After 24 Months:	100%	of the Job Classification Rate

LEAD HAND

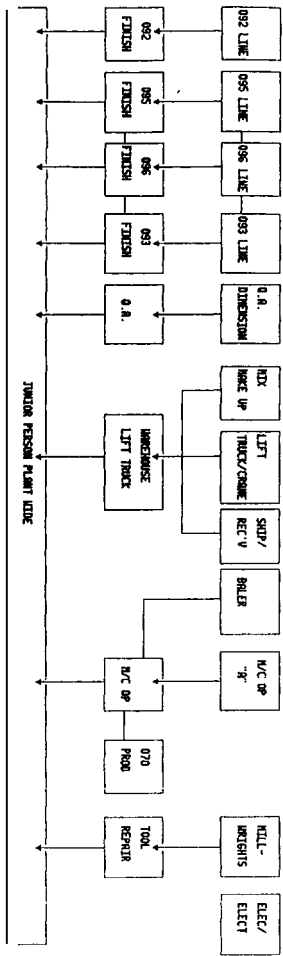
Lead Hand will be a separate Classification as follows:

Line Lead Hand	-	LC7 + \$0.50 premium
Finishing Lead Hand	-	LC6 + \$0.50 premium

Lead Hands do not have authority for direct discipline(e.g. discharge, suspension, reprimand).

During layoff, the Junior Lead Hand in a classification can exercise seniority across Lead Hand classifications which are connected by a horizontal line in the Flow Chart, bumping the Junior Lead Hand in the combined classifications, according to Article 14.01(b).

All other Lead Hands receive fifty (\$0.50) cents above the job rate.



APPENDIX "B"
EMPLOYEE BENEFITS

1. Group Insurance **Benefits**

The Company agrees to pay one hundred (100%) percent of the monthly premium to provide Employee Group Insurance Benefits, under the Provisions of a master policy, for the duration of the Agreement, **as** follows:

- (a) A group life insurance benefit for regular employees in the amount of thirty-one thousand (**\$31,000.00**) dollars in the first year of the Collective Agreement. Effective in the second year of the Collective Agreement - thirty-three thousand (**\$33,000.00**) dollars and in the third year of the Collective Agreement - thirty-four thousand (**\$34,000.00**) dollars.
- (b) An extended health care benefit, including **a** plan utilizing an identification card and a thirty-five cent (**\$.35**) deductible for drugs available only **on** a prescription, for regular employees and eligible dependents, subject to the maximums of insured services described in the master policy.

Effective August 1, **1996** the Company agrees to provide Chiropractic Care benefit, ten (**\$10.00**) dollars per visit, maximum of 22 visits per ~~year~~. A hearing aid benefit to a maximum of **\$350.00** in any **36** month period. .

- (c) A dental benefit, subject to the maximums of insured services provided **by** the master policy, and the Dental Fee Schedule for the Province of Ontario Dental Association, for regular employees, who have completed one (1) **year** of service.

In each of the three (3) years of the Collective Agreement, Dental Benefits will be based on the Dental Fee Schedule for the Province of **Ontario**

Dental Association in effect one (1) year prior to the date of the claim. A deductible of twenty-five (\$25.00) dollars for single coverage and fifty (\$50.00) dollars for family coverage will apply.

The Company agrees to provide a dental benefit, including caps, to an annual maximum of two thousand (\$2,000.00) dollars insured services subject to a 50% deductible provided under the master policy.

The Company agrees to provide a dental benefit with an orthodontic benefit to a lifetime maximum of two thousand (\$2,000.00) dollars insured services subject to a 50% deductible provided under the master policy. In the third (3rd) year of the Collective Agreement, the benefit will be twenty-five hundred (\$2,500.00) dollars

- (d) Effective the first year of the agreement, the Company agrees to provide a prescription vision care benefit to a maximum of \$200.00 in any 24 month period for employees and their families covered under the company group plan.

2. ~~Weekly~~ Indemnity

The Company will pay one hundred (100%) percent of the monthly premiums, for regular employees, to provide weekly indemnity insurance benefits, under the provisions of a master policy, coverage to provide benefits on a 1-1-4 basis, includes 1st day for scheduled outpatient day surgery of ~~66-2/3%~~ of basic weekly wage for a maximum of twenty-six (26) weeks. ~~Two~~ (2) weeks prior to the end of the twenty-six (26) weeks the employee shall file for the U.I.C. disability benefit and shall be entitled to a further eleven (11) weeks benefit from the Company at the applicable U.I.C. rate in effect at the time of the claim. U.I.C. rate payable shall be maintained at the May 1996 level of benefit. In any case the Company's liability for benefits including the U.I.C. benefit period shall not be

beyond fifty-two (**52**) weeks. The Union and the employees agree that the Company will be entitled to the full employer/employee unemployment insurance commission (U.I.C.) reduction benefit (12/12ths).

3. Long Term Disability (LTD) Plan

The Company will pay one hundred (100%) percent of the monthly premiums for regular employees to provide **L.T.D.** coverage after **52** weeks of disability under the Weekly Indemnity Plan.

Long Term Disability Benefits, to provide a benefit of **66-2/3%** of the base salary in effect at the commencement of the disability, offset by any benefits received from Canada Pension Plan, Workers' Compensation Plan or other sources, until the earlier of being able to return to work or reaching age 65, subject to the provisions of the Master Policy.

4. Pensions

The Company will continue in effect the present pension plan as described in the master pension plan for Woodbridge hourly employees, on a non-contributory basis. All eligible participating employees covered by the terms of the pension plan shall receive a twenty-seven (\$27.00) dollar current year credit. The Company will provide a twenty-eight (\$28.00) dollar pension for future and past service under the pension master policy effective the third year of the Collective Agreement for future and past service under the pension master policy.

- 5.** It is agreed and understood by the **Union**, that the Group Insurance Benefit, and Pension outlined in Appendix "B" will be suspended, at the end of the month following the month of layoff, and at the end of the month of the commencement of any leave of absence, and at the end of the Weekly Indemnity period when off due to **non-**occupational sickness or injury, and after one (1) year of absence on account of Workers' Compensation. Group Insurance Benefits and Pension will terminate at the date of termination of employment and retirement.

5. Retirement Insurance

The Company agrees to provide a "Paid-Up" Life Insurance Policy with a benefit of two thousand five hundred (~~\$2,500.00~~) dollars at normal retirement, for the duration ~~of~~ the agreement.

6. Employees who elect to retire early and meet the terms of the Pension Plan shall be entitled to a lump sum payment of ~~ten~~ thousand (~~\$10,000.00~~) dollars ~~and~~ continued ~~use~~ of the \$0.35 drug card to age 65.

LETTER OF UNDERSTANDING#1
- ELECTED NATIONAL UNION STAFF

The following outlines the understanding between the parties that for the duration of this Collective Agreement only, any employee elected to National or Local Union ~~Staff~~ per ~~Clause~~ 27.02, will be granted pension credits as if at ~~work~~, for the duration of such leave.

LETTER OF UNDERSTANDING#2

- SUB-CONTRACTING

When any skilled tradesmen are **on** layoff, the Company agrees that the work of the particular laid off trade shall be performed within the bargaining unit, except in cases of:

1. Short completion time requirements and the immediate unavailability of the required tradesmen **on** staff for the work to be performed, or
2. Unavailability of space or of the required equipment, or
3. Short duration jobs for which it is not practicable to recall the appropriate tradesmen.

The Company agrees to notify the skilled trades committeeman in advance and to provide an explanation of the sub-contracting of the work of the particular trade when that trade is **on** layoff.

LETTER OF UNDERSTANDING#3

- W.C.B. DISPUTED CLAIM

The Company agrees that in cases where there is a question if an illness or injury is work related or not work related, the employee may file for Weekly Indemnity benefits while waiting for a decision from the Workers' Compensation Board. This procedure will include employees who have been tested for ~~Is~~ sensitization. The entitlement for Weekly Indemnity is only dependent on the normal eligibility provisions ~~for~~ Weekly Indemnity.

LETTER OF UNDERSTANDING #4
- GRIEVANCE OF WEEKLY INDEMNITY, DENTAL
AND EXTENDED HEALTH CARE DECISIONS

The Company agrees that employees have the right under the Collective Agreement to grieve the Company regarding a decision made by the carrier of the Weekly Indemnity, Dental and Extended Health plans.

LETTER OF UNDERSTANDING #5
- MANAGEMENT DOING BARGAINING UNIT WORK

When it is found that non-bargaining unit personnel have been engaged in bargaining Unit work, a Union representative will address the complaint immediately with the Department Manager. Failing resolution, the Union representative will present the complaint to the Plant Manager within 24 hours.

LETTER OF UNDERSTANDING #6

- HIRING OF STUDENTS

The Company may employ students on the following basis:

Students may be employed for the summer months, May to September. It is understood that students shall not be employed if regular employees of the bargaining unit are on layoff.

The parties further agree that:

Students will not acquire seniority while working in this status, and further, will not be covered by the Seniority provisions contained in the Collective Agreement. Such students will pay Union ~~Dues~~ as outlined in clause 5.03, and will receive the ~~start rate~~ only as described in appendix "A" of the Collective Agreement.

Students shall mean a person attending school, college or university on a full time basis and who has indicated their intentions to return to school at the end of the summer break by signing a letter stating such.

LETTER OF UNDERSTANDING #7

- PAYROLL

“Payroll discrepancies will be issued to the individuals within 24 hours of the Company becoming aware of the problem. Grievances paid as a result of one (1) day or greater suspensions will be paid on a separate cheque during a regular payroll period”

LETTER OF UNDERSTANDING#8

- SHORT TERM LAY-OFF

- 1 OR 2 DAYS

The Company will be allowed to layoff out of seniority, on a voluntary basis, up to two days. The layoff will be by classification by shift. The employees laid off will receive 50% of their regular rate of pay.

LETTER OF UNDERSTANDING #9

-JOB DESCRIPTIONS

The Company will review new and revised Job Descriptions with the Union prior to implementation. If the Union is not in agreement with a Job Description, they can use the Grievance Procedure.

LETTER OF UNDERSTANDING #10

- JOB POSTING

N. Agyemang
Chairperson,
C.A.W. Local **112**,
8214 Kipling Avenue North,
Woodbridge, Ontario

Dear Nana

Re: Job Posting - Elected Full Time Union Representative

Further to our recent discussions on April **29, 1996** during Contract Negotiations, the following was agreed to:

The two elected full time Union Representatives, Plant Chairperson and Health & Safety person, will be allowed to post into Jobs that they can qualify for, and will receive the rate of pay for that position while they hold office. It should be noted that the Safety Representative position is subjecte to the Bumping Procedures as per the Collective Agreement.

When they lose their elected position, they will automatically move into their posted job and the junior employee in that position will be bumped.

If the representative does not have sufficient seniority to move into their posted job, they will follow the bumping procedure.

And upon ratification of the **1996** Negotiations, **V. Sharma** will be awarded the Labour Grade **7** position he posted for, or the position bumped into as a result of manpower reductions and will receive the rate of pay for that position.

Yours truly,

Ernest R. Brown
Human Resources Manager

LETTER OF UNDERSTANDING #11

- CLARIFICATION OF BUMPING

(N/E SITUATION)

N/E employee bumps to the S/E, is then recalled. If the position is theirs, can not refuse and can wait for their own position. If they accept new position, this then becomes their posted job. If no one agrees to return, the most junior employee bumped must return.

**LETTER OF UNDERSTANDING #12
- PLANT CLOSURE**

May 31, 1996

To: National Automobile, Aerospace and
Agriculture Implement Workers Union
of Canada (CAW-Canada)

Attn: Mr. J. McCabe
Mr. B. Zilio

Plant Closure

Our objective at Woodbridge Foam is to operate a successful, competitive business at each of **our** plants. We **recognize**, however, that business conditions are constantly changing. In the interest of **our** relationship with CAW and our employees, we believe it is useful to express our commitment in the event of a plant closure at some point in the future.

Woodbridge undertakes to provide the Union six (6) months advance notice **of** an intended plant closure. **Following** notice, the Company would be prepared **to** meet with the Union for the purpose of negotiating a Plant Closure Agreement. Such discussions would occur immediately following the notice to the Union.

Yours very truly,

For the Company

For the Union

**LETTER OF UNDERSTANDING #13
- WEEKLY INDEMNITY BENEFITS**

May 31, 1996

To: National Automobile, Aerospace and
Agriculture Implement Workers Union
of Canada (CAW-Canada) and its Locals

Attn: Mr. J. McCabe
Mr. B. Zilio

Re: Weekly Indemnity Benefits

During 1996 Contract Negotiations, a discussion was held pertaining to Weekly Indemnity benefits.

A regular employee who has reached his twenty-six (26th) week payment collecting Weekly Indemnity benefits may qualify for U.I.C. disability benefits and for a further eleven (11) weeks benefit from the W.I. plant at the then applicable U.I.C. benefit level. If at that time such weekly U.I.C. benefit level is less than the level as of May 31, 96, the Company will make weekly payments equal to the difference between the two U.I.C. benefit levels.

Your very truly

Woodbridge Foam Corporation

For the Company

For the Union

**LETTER OF UNDERSTANDING #14
- WEEKLY INDEMNITY DELAYS**

May 31, 1996

To: National Automobile, Aerospace and
Agriculture Implement Workers Union
of Canada (CAW-Canada) and its Locals
Attn: Mr. J. McCabe
Mr. B. Zillo

Re: Weekly Indemnity Benefit Claim Delays

During 1996 Contract Negotiations, a discussion was held ~~pertaining~~ to Weekly Indemnity benefits claim delays.

In the event a regular employee of Woodbridge Foam Corporation (Kipling, Tilbury, Whitby) submits a properly completed Weekly Indemnity Claim form and the claim is delayed beyond three (3) weeks, the Company hereby agrees, ~~as~~ standard practice, ~~to~~ instruct Manulife to begin paying the benefit, at the applicable rate. Commencing with the 22nd day beyond submission date of the claim based on the following:

1. The form must be properly completed and signed both ~~by~~ the employee and the employee's physician.
2. This letter shall remain in effect for the life of this 1996 Contract Negotiations Agreement or ~~as long as~~ Manulife remains the ~~carrier~~ of the Weekly Indemnity benefit, whichever comes first.
3. In the event the claim is eventually denied by Manulife, the employee must agree to sign a waiver authorizing the Company to withhold fifty (\$50.00) dollars per week until all monies ~~are~~ refunded which were paid to the employee in error. This waiver must be signed before the Company commences any ~~payments~~ to the employee.
4. All Weekly Indemnity claim forms submitted, must be submitted to the Company, and the Company shall be ~~responsible~~ for forwarding the complete form to Manulife.

Yours very truly,
Woodbridge Foam Corporation

For the Company

For the Union

LETTER OF UNDERSTANDING #15

- INSURANCE CARRIER

May 31, 1996

To: National Automobile, Aerospace and
Agriculture Implement Workers Union
of Canada (CAW-Canada) and its Locals

Attn: Mr. J. McCabe
Mr. B. Zillo

Re: Company Benefit Insurance Carrier

~~During 1996 Contract~~ Negotiations, a discussion was held pertaining to the Company's Benefit Insurance Carrier. Woodbridge Foam Corporation agrees to:

1. In concert with the Union, the Company will compile a Request For **Proposal (RFP)** by no later than the end of the first contract year, **to** request bids for the full **range**, or subsets, of the Woodbridge Employee life, health and dental benefit program.
2. The Company will include ~~Greenshield~~ Canada to receive the **RFP**.
3. Enter into a Claims ~~Service~~ Agreement with ~~Manulife~~ which will be subject **to a** penalty for non-performance, and will review this Agreement with the Union.

Yours very truly,

Woodbridge Foam Corporation

For the Company

~~For~~ the Union

**LETTER OF UNDERSTANDING U16
- MONITOR LEVELS**

May 31, 1996

To: National Automobile, Aerospace and
Agriculture Implement Workers Union
of Canada (CAW-Canada) and its Locals

Attn: Mr. J. McCabe
Mr. B. Zilio

The Company will continue to follow existing Corporate policy regarding monitoring of Isocyanates and appropriate evacuation protocol. Inclusive of this policy is an instantaneous alarm level of **5 PPB for an MDA 7100** monitor where they are required to be used.

Yours very truly

Woodbridge Foam Corporation

For the Company

For the Union

LETTER OF UNDERSTANDING #17

- PENSIONS

Woodbridge/Kipling

Pensions

The Company will continue in effect the present pension plan as described in the Master Pension Plan for Woodbridge Hourly employees, on a non-contributory basis. All eligible participating employees covered by the terms of the pension plan shall receive **\$27.00** per month pension per year of service for employment ceasing prior to **June 1, 1997**, and **\$28.00** per month per year of service for employment ceasing after **June 1, 1997**.

The Company will amend the Master Policy to insert a new Special Early Retirement Benefit for employees who attain age **60** and have completed **20** years of service. The Early Retirement Factor shall be **100%**.

The Company will delete the words "Actuarial Equivalent" in the last sentence of the second paragraph of Article **8.02** and replace with "**90%**".

The Company will increase the retirement income payments for all current retirees, effective **June 1, 1996** by an amount of **\$2.00** per month for each year of credited service.

The Company will amend Article **16.01** and **16.02** of the Master Pension Plan by adding the phrase "subject to article **16.03**" to the beginning of each Article, and add a new Article **16.03** to read as follows: The Company's right to amend the Plan pursuant to Article **16.01** and **16.02** shall, effective **April 15, 1996**, be subject to the consent of the Union, except in the situation of a required amendment resulting directly from Revenue Canada or Ontario Pension Commission regulatory changes. in such

circumstances any amendments will adhere as closely as possible to the intent of the Company and the Union as expressed in the Collective Agreements and the Plan.

The Company will amend Article 1.05 by deleting the second sentence of the Article.

The Company will amend Article 4.03 by replacing with wording of the attached initialled page.

1997

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31					29	30	31				

1998

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31					29	30	31				

1999

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31					29	30	31				

