

This agreement entered this 29th day of September, 1996

BETWEEN

VYTEC CORPORATION
25 MIDPARK CRESCENT
LONDON, ONTARIO
N6N 1A9

(hereinafter referred to as the "Company")

--AND --

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA) AND ITS LOCAL 27

606 FIRST STREET

LONDON, ONTARIO

(hereinafter referred to as the "Union")

TABLE OF CONTENTS

<u>Article #</u>		<u>Page</u>
ARTICLE #1	PURPOSE OF AGREEMENT.....	1
ARTICLE #2	RECOGNITION.....	1
ARTICLE #3	MANAGEMENT RIGHTS.....	1-2
ARTICLE #4	REPRESENTATION.....	2-3
ARTICLE #5	DATA TO BE SUPPLIED TO UNION.....	3
ARTICLE #6	GRIEVANCE AND ARBITRATION PROCEDURE.....	3-5
ARTICLE #7	ADMINISTRATION OF DISCIPLINE.....	6
ARTICLE #8	SENIORITY AND LAYOFF.....	6-7
ARTICLE #9	SUPER SENIORITY FOR PLANT COMMITTEE PERSONS.....	7
ARTICLE #10	LOSS OF SENIORITY.....	8
ARTICLE #11	NOTIFICATION OF TELEPHONE AND ADDRESS CHANGE.....	8
ARTICLE #12	TRANSFERS OR PROMOTIONS.....	9-11
ARTICLE #13	HOURS OF WORK AND OVERTIME.....	12-15
ARTICLE #14	UNION SECURITY.....	15
ARTICLE #15	WORK BY SUPERVISORS.....	16
ARTICLE #16	LEAVE OF ABSENCE.....	16-17
ARTICLE #17	WORK STOPPAGES.....	17
ARTICLE #18	SAFETY.....	17-21
ARTICLE #19	OPERATOR'S TRAINING PROGRAM.....	21-22
ARTICLE #20	MAINTENANCE AND TOOLING.....	23-25
ARTICLE #21	STATUTORY HOLIDAYS.....	25-27
ARTICLE #22	VACATION PAY AND ENTITLEMENT.....	27-29
ARTICLE #23	SHIFT PREMIUM.....	29
ARTICLE #24	HEALTH INSURANCE.....	30-32
ARTICLE #25	CLASSIFICATION & WAGES.....	33-35
ARTICLE #26	COST OF LIVING.....	35-36
ARTICLE #27	DURATION & TERMINATION.....	36
ARTICLE #28	TECHNOLOGICAL CHANGE.....	36
APPENDIX A	CONTINUOUS SHIFT SCHEDULE.....	38
APPENDIX B	CHRISTMAS SHUTDOWN.....	39
APPENDIX C	PAID HOLIDAYS.....	40
	MEMORANDUM OF AGREEMENT.....	41

INDEX

<p><i>ADMINISTRATION OF DISCIPLINE</i> 6</p> <p>APPENDIX "A" CONTINUOUS SHIFT SCHEDULE 38</p> <p>APPENDIX "B" CHRISTMAS SHUTDOWN 39</p> <p>APPENDIX "C" DAYS OF REST & PAID HOLIDAYS 40</p> <p>CLASSIFICATIONS AND WAGES, 33</p> <p>NEW HIRES 35</p> <p>PROMOTIONS 35</p> <p>COST OF LIVING 35</p> <p>DATA TO BE SUPPLIED TO UNION 3</p> <p>DURATION AND TERMINATION 36</p> <p>GRIEVANCE AND ARBITRATION PROCEDURE 3</p> <p>STEP #1 4</p> <p>STEP #2 4</p> <p>STEP #3 4</p> <p>STEP #4 4</p> <p>HEALTH INSURANCE 30</p> <p>MEDICAL BENEFITS 30</p> <p>DRUG PLAN 30</p> <p>VISION CARE 30</p> <p>DENTAL BENEFITS 30</p> <p>WEEKLY INDEMNITY 31</p> <p>LONG TERM DISABILITY 31</p> <p>ORTHOTIC INSOLES 31</p> <p>HOURS OF WORK AND OVERTIME 12</p> <p>LEAVE OF ABSENCE 16</p> <p>LOSS OF SENIORITY 8</p> <p>MAINTENANCE AND TOOLING 23</p> <p>MANAGEMENT RIGHTS 1</p> <p>Memorandum of Agreement - General Letters 43</p> <p>Memorandum of Agreement - Skilled Trade Letters of Intent 42</p>	<p>NOTIFICATION OF TELEPHONE AND ADDRESS CHANGE 8</p> <p>OPERATOR'S TRAINING PROGRAM 21</p> <p>OPERATOR "C" 22</p> <p>OPERATOR "B" 22</p> <p>OPERATOR "A" 22</p> <p>OPERATOR 22</p> <p>PURPOSE OF AGREEMENT 1</p> <p>RECOGNITION 1</p> <p>REPRESENTATION 2</p> <p>SAFETY 17</p> <p>COMPANY DUTIES 17</p> <p>EMPLOYEE DUTIES 18</p> <p>JOINT HEALTH & SAFETY COMMITTEE 18</p> <p>RIGHT TO REFUSE 19</p> <p>ACCIDENT INVESTIGATIONS 19</p> <p>EDUCATION AND TRAINING 19</p> <p>DISCLOSURE OF INFORMATION 20</p> <p>RIGHT TO ACCOMPANY INSPECTORS 20</p> <p>NATIONAL DAY OF MOURNING 20</p> <p>PROTECTIVE CLOTHING & EQUIPMENT 20</p> <p>FIRST AID ATTENDANTS 20</p> <p>INJURED WORKER PROVISIONS 21</p> <p>SENIORITY AND LAY-OFF 6</p> <p>SHIFT PREMIUM 29</p> <p>STATUTORY HOLIDAYS 25</p> <p>SUPER SENIORITY FOR PLANT COMMITTEE PERSONS 7</p> <p>TECHNOLOGICAL CHANGE 36</p> <p>TRANSFERS OR PROMOTION 9</p> <p>UNION SECURITY 15</p> <p>VACATION PAY AND ENTITLEMENT 27</p> <p>WORK BY SUPERVISORS 16</p> <p>WORK STOPPAGES 17</p>
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ARTICLE # 1 PURPOSE OF AGREEMENT

- 1.01** This agreement made between the Union and the Company is binding on each member or person represented by the parties. The agreement is made in recognition, of the fact that growth in this industry and the success of the parties concerned depends on the co-operation of each party in discharging their obligations and adhering, not only to the words of the agreement, but also to the intent of the provisions as agreed upon therein.

ARTICLE #2 RECOGNITION

- 2.01** The Company recognizes the Union as the exclusive bargaining agent for the employees in the bargaining unit described as follows:

All hourly employees of Vytac Corporation London Ontario save and except Supervisors, persons above the rank of supervisors, office, sales, technical and laboratory staff, security guards and students.

It is understood and agreed that students shall not be employed outside of the period from May 1st to Labour Day in each year.

- 2.02** Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so applies.
- 2.03** "LETTERS OF INTENT" shall be included and titled, numbered as "Memorandum of Agreement" and shall form part of the collective agreement.

ARTICLE #3 MANAGEMENT RIGHTS

- 3.01** The Union recognizes and acknowledges that it is the function exclusively of the Company:
- a) To establish policies, maintain order, discipline and efficiency of employees.
 - b) To make from time to time and alter reasonable rules and regulations for plant conduct and safety. These rules and regulations shall not be inconsistent with the expressed terms of the Collective Agreement. (The Union shall be promptly notified of any changes or amendments.)
 - c) To select, hire, direct, demote, classify, retire and assign employees to shifts.
 - d) To discharge, suspend, demote or discipline for just cause -- subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

MANAGEMENT RIGHTS CON'TD

- e) To manage the industrial enterprise in which it is engaged and, without restricting **the generality** of the foregoing, to determine the number of employees, plants, the products to be manufactured, the methods of manufacturing, the schedules of production including overtime, the kind and location of machines and equipment to be used, and the processes of manufacturing, **the formulating of** its products and the control of materials to be incorporated in the products produced, the use of semi-manufactured and finished components which may be incorporated in **the** product manufactured, the **purchase** of products, component parts, assemblies and fixtures, the engineering and designing of its products produced, **the extension**, limitation, curtailment or cessation of operations, and to establish standards of quality and quantity for all equipment and operations.

ARTICLE #4

REPRESENTATION

- 4.01 The Company shall recognize a maximum of **five (5)** Committeepersons from the plant to provide full shift coverage. Such Committeepersons, **one of whom shall be a skilled trades representative** and one of whom shall be Plant Chairperson and shall be employed on the day shift, shall constitute the Plant Grievance Committee and Negotiating committee. An alternate Committeeperson shall be recognized on all shifts in the event of the Committeeperson being absent. In the event that an eight hour employee is elected to the position of Plant Chairperson he shall be employed on "A" shift and there shall also be a Committeeperson on each of the 12 hour shifts. It is understood and agreed that if the Plant Chairperson is requested by the Company to attend to matters outside of his regularly scheduled shift, he shall be paid for such time.
- 4.02 The Union shall promptly notify the Company, in writing, of any changes to the Plant Committee, and alternate Committeepersons, providing the name of the Committeeperson or alternate, the name of the former Committeeperson or alternate they are replacing and the name of the Plant Chairperson. The Union shall also notify the Company as to who is the acting Committeeperson whenever employees are working and there is no representation from a regular Committeeperson or alternate.
- 4.03 No one shall be eligible to serve as a Committeeperson unless he has been continuously employed by the Company for a period in excess of one year, and continues to be employed by the Company.
- 4.04 The Committeeperson shall (with permission of their Supervisor **and it is agreed that such permission shall not be unreasonably withheld**), be allowed a reasonable amount of leave time to discuss and present grievances, and to meet with the Company for purposes of negotiations and settling of grievances. The Committeeperson shall whenever practical, return to work on their regular shifts upon completion of the said meeting. The Committeeperson shall be paid for time spent, during their regularly scheduled shift, in negotiations and settling of grievances, or investigation of complaints.

REPRESENTATION CONT'D

- 4.05** In the event that a Committeeperson is laid off, or transferred out of the bargaining unit for an indefinite period of time, then the Company shall notify the Union in writing, so that a substitute may be appointed or elected.
- 4.06** ***The Company shall provide the Union with an office and furnish it with a telephone, office furniture and equipment***

ARTICLE #5

DATA TO BE SUPPLIED TO UNION

- 5.01** The Company shall supply the following information to the Plant Chairperson and the Local Union office:
- a) A list of employees who have been hired, **resigned**, recalled, laid off or terminated, employees **who** have been transferred into or out of the bargaining unit and employees on authorized leave of absence, **shall be provided** on or about the 15th day of each month, and forwarded to the Local Union office **along with** the remittance of Union dues and initiation fees **deducted from** the employees.
 - b) Notice of employees absent on Sickness & Accident or Workers' Compensation shall be given on date of occurrence.
 - c) A copy of the job posting application and notification of the successful applicant shall **be** given to the Plant Chairperson.
- 5.02** On the request of either **party**, the parties shall meet, at least once every two (2) months until this agreement is terminated for the **purpose** of discussing issues relating to the workplace which affect **the parties** or any employee bound by this agreement.

ARTICLE #6

GRIEVANCE AND ARBITRATION PROCEDURE

- 6.01** A grievance is defined as a complaint alleging a violation of this agreement, made in writing within the time period allowed herein.
- 6.02** Grievances shall be disposed of in accordance with the following procedure:
- STEP #1:**
- It is agreed** that any employee shall discuss any complaint with his immediate Supervisor in the presence of his Committeeperson. Should the circumstances or conditions giving rise to the complaint not be adjusted to the satisfaction of the employee he may proceed to step 2.

GRIEVANCE AND ARBITRATION PROCEDURE CONT'D

STEP #2:

The employee shall, through his Committee person, make a request for a meeting with the Plant Manager, (or his designated representative), for the purposes of settling the complaint. Such a request must be in writing and must be submitted within three (3) working days of the date and time of the incident that gave rise to the complaint. The Plant Manager, (or his representative), shall give a written decision on the matter to the Committee person within four (4) working days of the meeting. **The requested meeting shall take place within four (4) working days of the request**

STEP #3:

If the decision is not satisfactory, the employee may then submit a formal written grievance (on a form agreed upon by the Company and the Union), to the Plant Manager within two (2) working days from receipt of the decision, specifying the article and section of the Collective Agreement allegedly violated. The Plant Manager (or his representative) shall reply in writing within two (2) working days of receipt of the grievance.

STEP #4

If the reply of the Plant Manager is not satisfactory, the Plant Chairperson may, within three (3) working days of receipt of the Plant Manager's reply, appeal the grievance in writing to the President of the Company (or his designated representative), requesting a meeting between Management and the Plant Chairperson. The Plant Chairperson (who may be accompanied by the Union National Representative) shall meet with Management within five (5) working days of the request for such a meeting to discuss the grievance. Management's decision relating to the grievance shall be in writing and, if not rendered during the meeting, shall be given to the Plant Chairperson within two (2) working days of the meeting. Any grievance dealing with discharge or suspension shall commence at Step 3 of the grievance procedure.

6.03 Both parties to this agreement agree that any dispute, or grievance concerning the interpretation or alleged violation of this agreement, which has been properly carried through all the steps of the grievance procedure as prescribed above, and which has not been settled, may be referred to an Arbitrator. Within ten (10) working days of Management's decision as outlined in step #4 of the grievance procedure the party requesting arbitration shall notify the other of its request for an Arbitrator.

6.04 If the said complaint or grievance is not settled as provided in this section, the controversy shall be submitted by the parties involved therein to an arbitrator for final decision. The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees. In the event that the Company and Union fail to agree on an Arbitrator within ten (10) working days, the matter shall be referred to the Minister of Labour for the Province of Ontario who shall be requested to appoint the Arbitrator.

GRIEVANCE AND ARBITRATION PROCEDURE CONT'D

- 6.05 The Arbitrator shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 6.06 Each of the parties to this agreement shall bear the expense of its witnesses, and shall bear jointly the expense, if any, of the Arbitrator.
- 6.07 Any time limit in the grievance or arbitration proceedings may be extended by mutual agreement in writing, and signed by both parties.
- 6.08 No request for a meeting as outlined in step # 1 of the grievance and arbitration procedure, shall be considered where the circumstances giving rise to the complaint occurred or originated more than three (3) working days prior to the request.
- 6.09 In the event a grievance is not advanced to the next step (including arbitration), within the period specified or mutually agreed upon, the grievance shall be deemed to have been abandoned. It is understood and agreed that any grievance which is abandoned shall not prejudice the parties to raise similar subsequent grievances.
- 6.10 The term "working days" when used in this agreement for the grievance and arbitration procedure, shall exclude:
For the employees and Union: the employees scheduled days of rest, Saturdays and Sundays, and Holidays.
For the Company: Saturdays, Sundays and Holidays
- 6.11 It is understood that the Company or Union may bring forward at any meeting held between the parties any complaint with respect to any alleged violation of this agreement, or misconduct of either party specifying the article and section of the Collective Agreement allegedly violated and that if such complaint is not settled to the mutual satisfaction of conferring parties, it may be treated as a grievance at step #2 of the grievance procedure and referred to arbitration in the same way as the grievance of an employee.

ARTICLE #7

ADMINISTRATION OF DISCIPLINE

- 7.01 a) *Discipline is defined as a verbal or written warning, suspension, or discharge. A Union Committeeperson shall be present and shall be given copies of, corrective action reports (when they result in discipline), warnings, or more severe disciplinary action. For corrective action and/or disciplinary interviews the employee may request that the Committeeperson not be present and not receive copies. The Plant Chairperson shall also be given a copy of all warnings issued to employees unless the employee has requested otherwise. All warnings and other disciplinary action shall be taken within seven (7) Company working days after it is first brought to the attention of the Company.*
- b) *The Union Committeeperson shall be allowed appropriate time to interview the employee prior to the employee signing off on corrective action reports or any other disciplinary documents.*
- 7.02 a) *All records of verbal or written warnings or suspensions shall be removed from the employees record after eighteen (18) months from date of issue.*
- b) *Effective January 1, 1997, employees may examine their personnel file once a year on their own time, by written request giving two weeks notice. This examination shall be done in the office, and, presence, of the Human Resources Manager or his designate.*

ARTICLE #8

SENIORITY AND LAY-OFF

- 8.01 *Until an employee has completed a probationary period of ninety (90) calendar days, he shall be considered a probationary employee having no seniority rights, and his employment may be terminated by the Company without recourse to the grievance and arbitration procedure of this agreement. Upon completion of the probationary period, the employee's name shall appear on a seniority list with a seniority date from the last date of hiring.*
- 8.02 *The Company shall post a revised seniority list every three (3) months.*
- 8.03 a) *In the event of elimination of a job, or a lay-off due to reduction in the work force, students shall be the first to be laid off, followed by probationary employees, thereafter seniority shall be the governing factor, providing the employees remaining have the skill and ability and are qualified to perform the available work.*
- b) *The person with the least plant-wide seniority in the classification being reduced shall then be transferred out of his classification into an opening created by a probationary or less senior employee who has been laid-off, providing he has the*

SENIORITY AND LAY-OFF CONT'D

skill and ability to perform that job, and the Company shall re-arrange the work assignments.

- c) It should be noted that an employee is not on layoff until he is actually missing time on his regularly scheduled shift due to lack of work.
- 8.04**
- a) An employee who has completed his probationary period, and has been laid off shall be entitled to recall for a period of twelve (12) months from the date of his lay-off if he has less than one years seniority, and for twenty-four (24) months from the date of his lay-off if he has more than one years seniority and for thirty-six (36) months if he has more than three years seniority. During these periods, the employee shall retain his accumulated seniority.
 - b) If a probationary employee is recalled after a lay-off, he shall resume his probation period at the point at which he left off.
- 8.05** Benefits paid by the Company on an employee's behalf shall be discontinued at the end of the month following the month during which the lay-off occurred.
- 8.06** The Company may lay-off an employee for a temporary period not exceeding five (5) working days, with regard to the seniority provisions of the agreement, providing such a lay-off is caused by shortage of materials, work stoppages affecting the Company, power failure, machine breakdown or any other unanticipated incidents. No employee shall be laid-off under this provision more than two (2) times in one year.
- 8.07** The Company shall give notice to the Plant Chairperson, and shall post notice of scheduled lay-offs seven (7) calendar days prior to the commencement of the lay-off but probationary employees may be laid-off with no advance notice.
- 8.08** The Company shall have the exclusive right to choose employees for the purposes of taking inventory, **provided that the Company ensures that a senior employee is offered work if a less senior employee is involved in inventory counting during an inventory shutdown.**

ARTICLE #9

SUPER SENIORITY FOR PUNT COMMITTEEPERSONS

- 9.01** In the event of a lay-off, the Committeeperson on each shift shall exercise his seniority until he no longer has enough to remain on the shift. In that event, he shall bump the junior employee on the shift, in a classification in which he has the skill and ability to perform, and shall not be bumped from that position.

ARTICLE #10 **LOSS OF SENIORITY**

- 10.01** Seniority rights of an employee shall cease, and he shall lose his status as an employee of the Company, for any of the following reasons:
- a) He voluntarily quits.
 - b) He is not recalled after being laid off longer than the times specified in clause 8.04.
 - c) He is discharged for just cause, **providing** the discharge is not changed through the grievance or arbitration provisions of this agreement.
 - d) He fails to **report** after a lay-off with an **unspecified** return to **work** date **within** five (5) working days, **after being** advised by registered mail or courier, unless such failure is due to verified illness or accident and the **Company** has been notified in advance. Sufficient notice of **recall** from lay-off shall be deemed to have been given upon posting of the notice by **prepaid** registered mail or courier to the employee's last known **address** on record with the Company.
 - e) He fails to **report upon** the **expiry of** an authorized leave of absence, **compensation** leave, sickness and accident leave, or lay-off **with a specified** return to work date, unless such failure is due to **verified illness** or accident and the Company has been notified in advance.
 - f) Failing to state, or falsely stating, the true reason on his application for leave of absence.
 - g) Working for a **competitor** of the Company, at any time other than during a lay-off from the Company.
 - h) If the employee is retired.

ARTICLE #11 **NOTIFICATION OF TELEPHONE AND ADDRESS CHANGE**

- 11.01** Whenever an employee changes his address or telephone number, he is to inform **the personnel** office in writing of such a change. The note is to be **dated and signed by the employee**. Personnel office shall then notify all appropriate individuals of the change in address and/or telephone number. In the event that an employee has failed to provide the Company with his address and telephone number the employee shall be deemed to have been notified with regard to work assignments.

ARTICLE #12 TRANSFERS OR PROMOTION

- 12.01 In the event that new jobs are created, or vacancies occur within the bargaining unit, the Company shall post such new jobs for a period of **seven (7)** calendar days (including Saturdays, and Sundays) before new employees are hired, in order to allow employees with seniority to apply. **Job postings shall include the rate of pay.**
- 12.02 The Company may fill each vacancy, without regard to seniority for the above period of posting time, and until the vacancy is filled. Time and experience gained through this procedure shall not be considered in selecting the successful applicant. **The Company shall fill vacancies thirty (30) calendar days from the end of the posting period.**
- 12.03 a) **All applicants** shall be considered on the basis of their seniority, provided that, in the opinion of the Company, there is relative equality of skill and ability between qualified applicants. All **promotions** to the position of lead hand, or demotions from the position of lead hand, shall be totally at the discretion of the Company.
- b) **For purposes of transfers or promotions, shift preference shall be by Seniority as interpreted below:**
1. **Requests for shift changes shall be dealt with by seniority when setting up crewing lists for the start of the calendar year, after the Christmas shutdown. Requests for shift changes shall also be accommodated during the summer close down period, i.e. one (1) or two (2) week period in July and/or August if it occurs.**
 2. **When there is "restructuring" in a classification as a result of a lay-off or when employees are returning from lay-off, and employees are to be assigned to shifts, shift preference shall be given by seniority. Any shift change requests within the affected classification shall also be accommodated at this time. If there is no restructuring in a classification during the period January 1st to May 15th, then the Company shall accommodate any outstanding shift change requests pertaining to that classification on the May 24 weekend.**

TRANSFERS OR PROMOTION CONT'D

3. *In the job posting procedure shift preferences shall be given by seniority other than what is required for training purposes and the necessity to balance strength on shifts. Job-postings shall be posted by classification. The posting shall indicate the specific crew the initial opening is on and that final shift preference shall be determined by seniority after a suitable training period (such training not to exceed thirty (30) calendar days), and/or the need to balance crew strength is met. If the successful applicant chooses to displace the junior employee on an alternate shift, i.e. a day shift versus a night shift, the displaced employee shall be placed in the initial opening.*
 4. *The process outlined in clause 3) above shall not apply to the posting and assignment of applicants to training positions, i.e. Operator Trainees.*
 5. *In the Operator Training Program, "B & C Trainees" shall be considered as a separate group from "A Trainees & Operators" for the purpose of applying shift preference by seniority as outlined in this clause.*
- 12.04
- a) *Employees who have accepted a transfer to another position shall not be eligible to apply for a further transfer for six (6) months from the date of their original transfer except as outlined in 12.04 b).*
 - b) *Employees who have accepted a transfer to the Operator Training Program shall be allowed to bid out of the position during the training period. Once they have become an Operator they shall be expected to remain as an Operator for a minimum of twelve (12) months and not be eligible to apply for a further transfer during this twelve (12) month period. Employees who have accepted a transfer to the Blender, Shipper, and or Assistant Shipper position shall be expected to remain in these positions for a minimum of twelve (12) months and not be eligible to apply for a further transfer during this twelve (12) month period.*
 - c) *The above restrictions do not apply to employees who are currently laid off outside of their classification.*

TRANSFERS OR PROMOTION CONT'D

- 12.05 All promotions or transfers shall be for a probationary period of sixty calendar days after which any such promotion or transfer shall become permanent if the **employee** is found suitable by the Company. If the employee does not find the new position suitable he may, within the **first twenty one (21) calendar days**, elect to return to his previous classification and shift. For the balance of the probationary period, after the **first twenty one (27) calendar days**, if either the Company does not find the employee suitable, or the employee does not find the position suitable, then the employee shall be assigned to an available opening in accordance with current practice. The vacancy created by the promoted employee shall not be ~~led~~ on a permanent basis until **after the twenty one (21) calendar day** orientation period. During the probationary period, the employee shall be paid at the training rate for the classification. In the event that an employee transfers to an equivalent or higher paid classification, and the training rate for that classification is less than the employee's existing rate, then the employee shall continue to receive his existing rate during the probationary period in the new classification.
- 12.06 In the event that an **employee** is transferred to a position outside of the bargaining unit, and is later transferred or returned to a position within the bargaining unit, he shall be deemed to have a seniority date which represents the seniority he had accumulated immediately prior to his transfer out of the bargaining unit. Upon his return to the bargaining unit, he shall replace the most junior **employee** in the bargaining unit in a classification in which he has the skill and ability to perform. (provided that he has sufficient seniority to displace that junior employee). **Any employee transferred or promoted into management after October 1, 1993 and before October 1, 1996 shall maintain his seniority rights within the bargaining unit in accordance with the above paragraph for two years (2) years from his date of transfer. Any employee transferred or promoted into management after October 1, 1996 shall maintain his seniority rights within the bargaining unit in accordance with the above paragraph for eighteen (18) months from his date of transfer.** Thereafter, if he is transferred or returned to a position within the bargaining unit, he shall be treated as a new employee, with the exception of his vacation entitlement.
- 12.07 Temporary job openings for assignments of **sixty (60)** calendar days or less shall not be posted.
- 12.08 Temporary job openings for assignments in excess of **sixty (60)** calendar days due to medical or other reasons shall be posted as temporary positions in accordance with the provisions of article 12.01
- 12.09 In the event that a position which has been classified as temporary becomes permanent, it shall be considered a new position and shall be posted in accordance with the provisions of article 12.01.

ARTICLE #13 **HOURS OF WORK AND OVERTIME**

13.01 The three shift operation shall consist of three eight (8) hour shifts per day, five (5) days per week. The continuous shift operation shall consist of two twelve (12) hour shifts per day, seven (7) days per week.

13.02 The normal hours of work shall be:

Three shifts: " A shift → 7:30 a.m. - 3:30 p.m.
 "B" shift → 3:30 p.m. - 11:30 p.m.
 "C" shift → 11:30 p.m. - 7:30 a.m.

Note: The normal hours of work on "A" shift for the shipping and the tooling department **only shall be:** 8:00 a.m. - 4:00 p.m.
Changes to hours of work shall be subject to 13.04.

Continuous shifts:

Crew 1 → 7:30 a.m. - 7:30 p.m.
Crew2 → 7:30 a.m. - 7:30 p.m.
Crew3 → 7:30 p.m. - 7:30 a.m.
Crew4 → 7:30 p.m. - 7:30 a.m.

13.03 The regular days of work for employees assigned to the three shift operation shall be Monday to Friday. The regular days of work for **employees** assigned to the continuous shift operation shall be in accordance with their shift assignment and the schedule attached as appendix A.

13.04 It shall be the right of each employee hired prior to February **29, 1980**, to elect whether he wishes to be assigned to the continuous shift schedule, **or** to remain assigned to the three shift schedule. Employees hired after February 29, **1980**, shall be assigned to the continuous shift schedule at the discretion of **management**. In the administration of this **agreement**, or **in proposals** for subsequent collective agreements, the Company shall not discriminate against any employee or group of employees as a result of their electing to remain on the three shift schedule. In the event of a lay-off, the Company shall lay-off employees in accordance with the seniority and other provisions of this agreement without regard to the shift schedule on which employees are working.

13.05 All positions shall be **assigned** to either the three shift schedule or to the continuous shift schedule at the discretion of management. As vacancies occur on the three shift schedule, these positions may or may not continue to be **assigned to the three shift schedule**, at the discretion of **management**. Employees hired prior to February **29, 1980**, who have elected to be assigned to the continuous shift schedule, shall be eligible to bid back onto the three shift schedule only if vacancies occur and only **if management** decides to have such vacant positions continue to be assigned to the three shift schedule.

HOURS OF WORK AND OVERTIME CONT'D

- 13.06 For as long as there is anyone employed who was hired prior to February 29, 1980, and who elects to remain on the three shift schedule, the Company shall schedule available work (subject to the seniority and lay-off provisions of this agreement), so that work on the three shift schedule is available in that classification. The Company shall not propose in any future negotiations, to require employees hired prior to February 29, 1980 to work on the continuous shift schedule.
- 13.07 Any expansion of production facilities or manpower beyond that existing at February 29, 1980, shall be staffed on the continuous four shift schedule, at the discretion of management.
- 13.08 At the completion of his shift, an employee shall remain at his work station until relieved by his replacement on the following shift. If he is not relieved at the proper starting time of the following shift, he shall notify the shift Supervisor.
- 13.09 Employees assigned to the three shift schedule shall be paid time and one half for any hours worked in excess of eight (8) hours in a work day or in excess of forty (40) hours in a work week. Employees assigned to the continuous shift schedule shall be paid time and one half for any hours worked in excess of twelve (12) hours in a work day and for any hours worked in excess of thirty-six (36) hours in a week in which three work days are scheduled and in excess of forty (40) hours in a week in which four (4) work days are scheduled.
- 13.10 Employees assigned to the three shift schedule shall be paid time and one half for all hours worked on Saturdays, regardless of the number of hours worked during the pay period.
- 13.11 Employees assigned to the three shift schedule shall be paid double time for all hours worked on Sundays, regardless of the number of hours worked during the pay period. Employees assigned to the continuous shift schedule shall be paid double time for all hours worked on any Saturday or Sunday that is not a regularly scheduled work day.
- 13.12 The period between 11:30 p.m. and midnight on Friday, Saturday and Sunday nights (for employees assigned to the three shift schedule) shall be considered as part of the following shift and shall be paid accordingly.
- 13.13 Employees assigned to the three shift schedule shall be entitled to one fifteen (15) minute break and one thirty (30) minute break per shift, both of which are to be paid breaks. Employees assigned to the continuous shift schedule shall be entitled to one thirty (30) minute break and two fifteen (15) minute breaks per shift, all of which are to be paid breaks. No definite times shall be established for these breaks as employees shall take them when relieved or as directed by the shift Supervisor, consistent with plant policy.

HOURS OF WORK AND OVERTIME CONT'D

- 13.14 When an employee reports for work at his scheduled starting time and has not been previously notified by the Company not to report for work, the employee shall be provided with at least four (4) hours work, or if no work is provided shall be paid in lieu of such work, four (4) hours pay at the employee's regular hourly rate. This provision does not apply where the Company's failure to provide work arises from fire, water damage, acts of God and work stoppages affecting the Company, or power failure outside the plant, or if the employee has failed to properly notify the Company of a change of address or telephone number.
- 13.15 Any employee who, after leaving the plant premises, is called in for emergency work which is not continuous with his normal shift, shall be provided with a minimum of four (4) hours of work at the applicable overtime rate. If four (4) hours of work is not provided, he shall receive not less than four (4) hours pay at his straight time rate.
- 13.16 Insofar as practicable, the Company shall endeavor to make pay cheques available by 7:30 p.m. on Tuesday of each week.
- 13.17 A) The Company shall distribute the opportunity to work overtime equally among the employees who work in the classification in which the overtime is being worked in accordance with the following:
1. When overtime is required, such overtime shall be offered to the employees in the classification on the shift(s) available to work the overtime beginning with the employee with the lowest hours (and greater seniority if hours are equal).
 2. A list of overtime hours shall be maintained and posted in the plant weekly (provided changes have occurred) showing the accumulated overtime opportunity hours of each employee.
 3. a) Employees shall be charged for overtime on the basis of hours paid or refused or as described in point 4 below (i.e., eight hours at $1\frac{1}{2}$ = 12 hours charged. Twelve (12) hours at double time = 24 hours charged).
b) All overtime hours shall be turned back to zero (0) January 1st of each year.
c) Employees called for overtime but no answer is received shall not be charged.
 4. Should an employee be absent because of sickness, accident, compensable injury, leave of absence, vacation, or he/she has requested not to be called for overtime, such employee shall be charged for all overtime hours he or she would have been offered to work had they not been absent or requested not to be called.

HOURS OF WORK AND OVERTIME CONT'D

5. **Employees** passing their probation, changing classification or changing departments shall have their overtime opportunity hours adjusted on the date of the change to reflect the average of those employees in the classification on the shift they are to work with.
 6.
 - a) **Employees** who refuse overtime out of their classification shall not be charged.
 - b) **Committeepersons and the Health & Safety Reps** shall not be charged for **any** overtime worked as a result of Union or Health & Safety duties.
 7. If the correct low hour employee in a classification is not offered an overtime opportunity the issue shall be raised within three (3) working days following the posting of such hours and the employee shall be given the next available overtime opportunity. If the employee is not given the next available overtime opportunity i.e., the second opportunity, the employee shall be paid for the greater of the two at the applicable premium rate (only if the employee protested the first occurrence).
- B) Overtime in a different classification may be offered provided that the employee has, in the opinion of the Company, the required skill and ability. If an employee accepts an offer of overtime in a different classification, the employee shall be paid at the rate for that classification.

ARTICLE #14 UNION SECURITY

- 14.01 All bargainin?unit **employees** shall be required to have deducted from their pay, he initiation fees and regular monthly dues and assessments normally, required of all other members of the bargaining unit in compliance with the National Union Constitution and local Union by laws.
- 14.02 On the 15th of every month, the Company shall remit promptly, by **cheque**, to the Financial Secretary, Local 27, C.A.W., the total of the deductions made, together with a list of those from whom deductions are made.
- 14.03 It is agreed that the **employees** and Union and its agents shall not engage in Union activities during working hours, or hold meetings at any time on the premises of the Company without permission of the Company.
- 14.04 The Committee shall be **allowed** to post Union notices regarding recreational or social activities, meetings or Union Elections on a bulletin board, provided by the Company.

ARTICLE #15 WORK BY SUPERVISORS

- 15.01 ~~Non-bargaining~~ unit employees (except one maintenance and one tooling dept. Supervisor) shall not perform work normally done by bargaining unit employees covered by this agreement, except in an emergency; or to instruct; ~~or to be instructed~~; or to maintain vital plant services; or for experimental purposes unless by agreement between the Company and the Union.

ARTICLE #16 LEAVE OF ABSENCE

- 16.01 The Company may grant leave of absence to any employee for legitimate personal reasons.
- 16.02 Upon application by the President of the Local Union, the Company shall grant a leave of absence to any employee for the purpose of attending to Union business, but only one employee per shift or crew may be absent at one time as a result of such a leave of absence other than during contract negotiations, arbitration proceedings, extended leaves for Union business or education leave. **It is understood and agreed that, where possible, the Union shall provide seven (7) calendar days notice of such leave of absence requests.** For the duration of the leave, the Company shall continue to pay the employee for his regular hours of work, and shall bill the Local Union office for all earnings and related payroll costs. Promptly, and prior to the fifteenth of the following month, the Union shall reimburse the Company in accordance with the Company's billings.
- 16.03 a) In the event of a death (as evidenced by an obituary notice or other proof, if requested), of an employee's spouse, child, Father, Step-Father, Father-in-law, Mother, Step-Mother, Mother-in-law, brother, brother-in-law, sister, or sister-in-law the employee shall be allowed three (3) days of paid leave of absence for the purpose of making funeral arrangements or attending the funeral. In the event of a death of a Grandparent spouse's Grandparent, or a grandchild, the employee shall be allowed a one (1) day paid leave of absence.
- b) *If an employee is notified of the death of a family member, they shall be excused from, and paid for the balance of the shift, and such time shall not be charged against the one or three day bereavement leave.*
- 16.04 Within twenty-four (24) hours of receipt of notification to report for jury duty or as a subpoenaed witness for the Crown, the employee shall notify his Supervisor and provide a copy of the notification to the Supervisor. Upon completion of each day in court, the employee shall advise the Supervisor on duty whether he shall be available to report on his next scheduled shift. The Company agrees to pay the difference between the fee received for jury duty or as a subpoenaed witness as disclosed by certification of the clerk of the court and the amount the employee would have earned for his scheduled hours of work at straight time rates, providing that he is scheduled for work on the day(s) he is called for jury duty or as a subpoenaed witness.

LEAVE OF ABSENCE CONT'D

- 16.05** The Company agrees to pay into a special fund *three cents (.03c)* per hour per **employee** for **all** compensated hours for the **purpose** of providing paid **education** leave. Said paid **education** leave shall be for the **purpose** of upgrading the employee's skills **in all aspects** of trade Union functions. Such moneys 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 C.A.W. Education Centre, R.R.#1, P.O. Box 897, Port Elgin, Ontario, NCH 2C0. The **Company further agrees** that members of the bargaining unit, selected by **the Union** to **attend** such courses, shall be granted a leave of absence for **twenty (20)** days of class time, plus travel time where necessary. Said leave of absence to be intermittent over a **twelve (12)** month period from the first day of leave. Employees on such leave of absence shall continue to accrue seniority and benefits during such leave.
- 16.06** An **employee elected by** or appointed by the Union to a full-time position in the Union shall be granted a leave of absence for a period of one (1) year or less; such leave to be renewed if applied for prior to the expiry date. Seniority shall continue to accrue during such leave.

ARTICLE #17 WORK STOPPAGES

- 17.01** The Union agrees that there shall be no slow-down or stoppage of work, either complete or partial for any reasons whatsoever, and the Company agrees that during the term of the agreement there shall be no lockout, either complete or partial.

ARTICLE #18 SAFETY

- 18.01** *The Company and the Union agree that they mutually desire to maintain high standards of safety and health in the workplace in order to prevent injury and illness. It is the Company's intention to continue to work throughout the duration of this agreement with the Joint Health and Safety Committee In revising, developing and implementing Health & Safety policies and practices that shall assist the Company and its workers in achieving a safe and healthy work environment.*

1. Company Duties:

*The Company shall institute and maintain all precautions to **guarantee every worker** a safe and healthy workplace. The Company shall **comply with** all applicable health and safety legislation and regulations.*

SAFETY CONT'D

2. Employee Duties:

Each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. Employees shall be required as a condition of continued employment, to properly wear and/or use protective devices, **wearing apparel** and other equipment which the Company and Committee shall deem necessary to protect employees from injury.

3. Joint Health & Safety Committee:

- a) The Joint Health and Safety Committee shall be composed of four (4) Union members elected by the employees and an equal number of Management members.
- b) Two co-chairpersons shall be elected by the respective members of Committee, one co-chair being a Union member, the other being a member of Management.
- c) Without limiting the generality of the foregoing, the Committee shall:
 - iii) Determine that inspections have been carried out at least once a month by the co-chairs or designates. These inspections shall be made of all places of employment, including buildings, structures, roads excavations, tools, equipment, machinery, and work methods and practices including ergonomic assessments. Such inspections shall be made at intervals that shall prevent the development of unsafe working conditions.
 - iv) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
 - iii) Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
 - iv) Hold regular meetings at least once a month for the review of:
 - reports of current accidents and occupational diseases, their causes and means of prevention;
 - remedial action taken or required by the reports of investigations or inspections;
 - any other matters pertaining to health and safety.
 - v) Record the minutes which shall be signed by the co-chairs, distributed to the committee members and posted on the bulletin board.

SAFETY CONT'D

- vi) Have access to and promptly receive copies of all reports, records, and documents in the Company's possession or obtainable by the Company, pertaining to health and safety.
- vii) The Union members of the Health and Safety Committee shall meet without the Company members for one hour prior to the committee meeting. ~~The~~ co-chair shall be allowed an additional four (4) hours paid per month at straight time rate for administration of his duties.

4. Right to Refuse:

- a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person.
- b) When a worker exercises his or her right to refuse, he or she shall notify the supervisor who shall promptly notify the Union co-chair or designate who shall participate in all stages of the investigation. The worker shall stand by at a safe place and participate fully in the investigation of the hazard.
- c) ~~The~~ Company shall ensure that no worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in the presence of the co-chair or his designate and the refusing worker.
- d) If the Union co-chair or his designate and the Supervisor cannot agree on a remedy to the work refusal, the Company co-chair shall be called in if he is not already involved in the investigation, before a government Inspector shall be called in.
- e) No employee shall be discharged, penalized, coerced, intimidated, or disciplined for refusing hazardous work.

5. Accident Investigations:

Every injury or near miss which involved or would have involved a worker going to a doctor or hospital shall be investigated. The co-chairs or designates shall investigate.

6. Education and Training:

- a) No employee shall be required or allowed to work on any job or operate any piece of equipment until he or she has received proper education training, and instruction. Such training shall include ergonomic and chemical hazard training where applicable.

SAFETY CONT'D

- b) During the life of the agreement, the Union members of the committee shall be allowed one week paid leave per year to attend health and safety courses or conferences approved by the Company. The Company shall pay the lost time and course fees.
- c) Each year the Company shall provide a minimum of eight (8) hours health and safety training to all employees with assistance from a Union member of the committee.

7. Disclosure of Information:

The Company shall make available to the Union all Material Safety Data Sheets pertaining to all materials or substances used in the Company's operation.

8. Right to Accompany Inspectors:

The Union co-chairperson or designate shall be allowed to accompany government inspectors on an inspection tour and to speak with the inspector out of earshot of any other person.

9. National Day of Mourning:

Each year on April 28th the Company shall allow all employees to observe one minute of silence to honour workers killed or injured on the job.

10. Protective Clothing and Equipment:

The Company shall provide all employees whose work requires them to wear protective devices with the necessary tools, equipment, and protective clothing chosen by the committee. These shall be maintained and replaced where necessary at the Company's expense.

11. First Aid Attendants:

- a) The Union Health and Safety Rep on each shift shall be trained in first aid and C.P.R.
- b) The Company shall pay for the fees, textbooks, and lost time of such first aid attendants, providing they successfully complete the first aid course.

SAFETY CONT'D

12. Injured Worker Provisions:

- a) **An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at his or her regular rate of pay.**
- b) **Such employee shall be provided with transportation to his or her doctor's office or hospital and subsequently to his or her home or back to work.**

18.02 The Company shall pay 100% of the cost of C.S.A. approved steel toed safety shoes for employees upon completion of their probation period.

Effective September 29, 1996 - Maximum of \$100.00

Effective September 29, 1997 - Maximum of \$115.00

Effective September 29, 1998 - Maximum of \$130.00

Per Calendar year

ARTICLE #19 OPERATOR'S TRAINING PROGRAM

19.01 The Company and Union agree that, in the event an employee is selected for the operator training program, such training, subject to lay-off, discharge or disqualification, should be a continuous sequence of training where practicable.

19.02 a) The training period for an extruder operator shall consist of a minimum of nine (9) months. Trainees shall be assigned to particular lines on a rotating basis in order to familiarize them with all products and to give them exposure to all types of extruders and different methods of processing. The training shall be through three (3) progressive classifications as outlined below. At the end of each three (3) month period the trainee's progress shall be reviewed with him including his readiness to advance to the next stage of the operator's training program. This shall be determined by a written and/or practical test with an emphasis on input from the trainees supervisor and lead hand as to his capabilities. A written report is to be provided to the trainee and it is recognized that it is in the best interests of the Company as well as the Union to train and advance trainees in the time periods outlined below. No attempt shall be made to hold a trainee back who is ready to advance to the next level, and any trainee being advanced after his anniversary date, through no fault of his own, shall be paid his increase retroactive to the date that he should have advanced. A trainee who is advanced after a particular three (3) month anniversary date shall be paid retroactive to that date unless he was previously counseled in the presence of his Committeeperson, and told that he was not going to be advanced. During such a meeting a trainee is to be told what the reasons are for his not advancing, the areas where he needs to improve and the specific date when a further meeting shall take place to review his progress again and determine whether he is ready to advance to the next level.

OPERATOR'S TRAINING PROGRAM CONT'D

- b) Trainees shall be assigned to a shift that the Company considers appropriate to meet the crewing or training requirements.
- 19.03** If in the opinion of management and subject to the evaluation procedure outlined above, a trainee continues to fail to make satisfactory progress during any of the following steps in the training program, due to the trainees lack of ability and/or test failure, he shall be disqualified.
- The classifications are:
- 19.04** **"C" Trainee:** *Minimum three (3) months;*
- The individual must exhibit the ability and co-operation necessary to be trained. Must be able, under supervision to learn to determine specifications from print and the use of proper measuring devices and tools. Must be able to operate and maintain a marketable product after set-up has been made in order to advance to "B" Trainee.
- 19.05** **"B" Trainee:** *Minimum three (3) months;*
- The individual must have a good general knowledge of plant operations and a working knowledge and familiarity with all products. Must be able, under limited supervision, to make corrections necessary to maintain product specifications and marketability in order to advance to "A" Trainee.
- 19.06** **"A" Trainee:** *Minimum three (3) months;*
- The individual must be able to make complete set-ups, carry out a start up procedure, and produce a marketable product in all profiles produced by the Company in order to advance to the Operator's classification.
- 19.07** **Operator:** *Successful completion of the above; three (3) steps;*
- All operators must be able to operate all extruders and down-stream equipment and must be capable of performing the functions, maintenance, corrections, and adjustments on all machines; further, an operator must have complete working knowledge of the correct dies and fixtures for all products and know the location of such tooling. Additionally, operators must demonstrate leadership ability, and assist trainee operators in their training program, in set-ups and clean-up. All operators must also be able to assist trainee operators in making corrections on all equipment in order to produce a marketable product at reasonable production levels.
- 19.08** Operators shall be periodically rotated to different machines in the interest of keeping abreast of all technical changes and maintaining a familiarity with all products and machines.

ARTICLE #20 MAINTENANCE AND TOOLING

- 20.01 *If there is an opening in the Maintenance or Tooling Department for a Journeyperson, the Company shall post for a Journeyperson or apprentice. Failing to find a qualified applicant, in the opinion of the Company, the Company may then look outside the plant. Upon completion of the probationary period for an apprenticeship position in the Maintenance or Tooling Department, the employee shall be enrolled in an appropriate apprenticeship program with the Ministry of Skills and Development. The Company shall grant training leave for the said apprentice upon notification by the Ministry of Skills and Development.*
- 20.02 *The Company shall pay a tool allowance of \$300.00 to all Journeypersons and apprentice employees who have completed their probationary period as of January 1st in each year.*
- 20.03 *The Company shall pay all Journeypersons license renewal fees.*
- 20.04 *Section #1 - Skilled Trades Department for the purpose of this agreement shall mean the Maintenance and Tooling Departments.*
- Section #2 - Classifications in the Maintenance and Tooling Departments shall be non-interchangeable. Seniority shall be by classification.*
- Section #3 - After signing of this agreement, seniority in the Maintenance and Tooling Departments shall be by date of entry into the Classification.*
- Section #4 - a) Production workers shall not carry seniority into any Maintenance and Tooling Classification. Maintenance and Tooling workers shall not carry seniority into any Production Classification after the signing of the agreement.*
- b) Should any Maintenance or Tooling worker become permanently medically unable to perform the duties of his/her classification, the Company and the Union shall co-operate in endeavoring to place the employee in a classification he/she is able to perform. In placing the employee his/her total plant wide seniority shall be considered.*
- Section #5 - The term Journeyperson, as used in this agreement, shall mean any person in the Maintenance or Tooling Department who:*
- a) is presently in the Maintenance or Tooling Department*

MAINTENANCE AND TOOLING CONT'D

- b) has served an apprenticeship and has a Certificate of Qualification as an Industrial Maintenance Millwright, Industrial Electrician, or General Machinist or is recognized as such by the appropriate Ontario Government Ministry in charge of apprentices and trades (currently the Ministry of Education and Training)
- c) has had eight years of practical experience in the appropriate trade and has a C.A.W./U.A.W. Journeyperson card along with a Certificate of Qualification from the Ministry

Section #6 - Any further employment into the Maintenance or Tooling Department shall be limited to Journeyperson, Apprentice, or Helper.

Section #7 - In the case of a lay-off in the Maintenance and Tooling Departments, the first to go shall be the helpers, then apprentices.

In the case of a lay-off in the Maintenance Journeyperson or Tool Room Journeyperson classification, the first to go shall be the least senior employee in the classification.

In the case of a lay-off in the Maintenance or Tooling Apprentice classification, the first to go shall be the last who entered the program. These employees shall be placed elsewhere in accordance with Article 8, based on plant wide seniority.

Section #8 - a) In the event the Company acquires some advanced type of machinery or equipment that would call for special servicing by an employee in the Maintenance or Tooling Department it is agreed that the appropriate employees shall be trained so that they may become familiar with the necessary repair and maintenance techniques required.

- b) Such training shall involve no loss of pay to the employee.

Section #9 - In contracting out work, which is normally performed by the Maintenance and Tooling Department, the Company shall consider such factors as economics, available equipment, available manpower and time constraints. The Company shall not contract out regular maintenance and tooling work, if the maintenance or tooling employees are not working, unless they elected not to be working. Regular maintenance and tooling work for the purposes of this section is defined as work currently being done by the Maintenance and Tooling Departments as of the date of signing of this contract. The Company shall advise the Union when work is being contracted out and at the Union's request, the Company shall entertain suggestions by the Union to do the work in house.

Section #10 - The Company agrees to deduct Canadian Skilled Trades Council dues, as may be adopted by the Canadian Skilled Trades Council. The first such dues deduction shall be made from employees' first pay, following completion of their probationary period. Thereafter, dues deduction shall be made in January of each succeeding year or upon completion of one month's work in the calendar year. For this agreement, deductions shall be made following ratification.

ARTICLE #21 STATUTORY HOLIDAYS

21.01 a) The Company recognizes the following days as Statutory Holidays.

<i>New Years Day</i>	<i>Civic Holiday</i>
<i>Good Friday</i>	<i>Labour Day</i>
<i>Easter Monday</i>	<i>Thanksgiving Day</i>
<i>Victoria Day</i>	<i>Christmas Day</i>
<i>Canada Day</i>	<i>Boxing Day</i>

b) The Company also recognizes four (4) floating Holidays which are to be observed during the Christmas shutdown period.

21.02 The above holidays shall be paid at the straight time day shift rate of the employee's regular rate, to each employee who has completed his probationary period.

a) Employees assigned to the three shift schedule shall receive eight (8) hours pay for the above statutory holidays. Employees assigned to the continuous shift schedule shall receive twelve (12) hours pay for the above statutory holidays. Double time shall also be paid for all hours worked on days which are observed as statutory holidays in accordance with articles 21.03 and 21.04.

STATUTORY HOLIDAYS CONT'D

- b) All employees shall receive eight (8) hours pay for the above floating holidays.
- 21.03** For employees on the three (3) shift operation, any statutory holiday which occurs on a Sunday, Monday or Tuesday shall be observed on that Monday. Any statutory holiday which occurs on a Wednesday, Thursday, Friday or Saturday shall be observed on that Friday.
- 21.04** For employees on the continuous shift operation, any statutory holiday which occurs on a Sunday, Monday or Tuesday shall be observed on that Sunday and Monday. Any statutory holiday which occurs on a Wednesday, Thursday, Friday or Saturday shall be observed on that Thursday and Friday.
- 21.05** If a statutory holiday occurs during an employees vacation, he shall receive an additional day off.
- 21.06** Any employee who does not work his full shift the last scheduled work day before, and the first scheduled work day after the day observed as a holiday, shall forfeit his holiday pay unless failure to work such days was caused by:
1. Substantiated illness or injury evidenced by a certificate of a qualified physician providing the holiday falls within the first seven (7) days of absence.
 2. Substantiated illness or death in immediate family.
 3. Scheduled vacation
 4. Industrial illness or injury, providing the holiday falls within the first seven (7) days of absence.
 5. Lay-off for lack of work within five (5) calendar days proceeding the holiday.
 6. Other emergencies, or absences which are determined by the Supervisor or Plant Manager to be excusable.
- 21.07** In the event that an employee with at least one year seniority is laid-off, and the lay-off period includes the period between Christmas Day and New Years Day and the duration of the lay-off is less than twenty eight (28) calendar days, then the following provision shall apply:
- a) If the employee has accumulated ten (10) or more working days on lay-off from the Company during the twelve (12) month calendar period ending December 31, then the employee shall receive as holiday pay the difference between the maximum U.I.C. payment and his regular hourly rate of pay for each holiday day observed during the Christmas shut down period.

STATUTORY HOLIDAYS CONT'D

- b) If the employee has not accumulated ten (10) or more **working days** on lay-off from the Company during the twelve (12) month calendar period ending December 24th, then he shall receive holiday pay at his **regular** hourly rate of pay for each **holiday** day observed during the Christmas shutdown period. In order to qualify for payment of holiday pay, under this provision, the **employee** must work his last **full** shift before the lay-off and his first full shift after re-call from lay-off, in accordance with the provisions of article 21.06. payment for holidays under this provision shall be included in the employee's first pay cheque after his return from lay-off.
- 21.08** Any **employee** who does not work his full shift the last scheduled work day before the Christmas shutdown period shall forfeit one day of **statutory holiday** pay. Any employee who does not work his full shift the first scheduled work day after the Christmas shutdown period shall forfeit one day of statutory holiday pay.
- 21.09** If an employee works nine (9) months of the year from January 1st to September 30th on twelve (12) hour shifts he shall be paid for the statutory holidays during the Christmas shutdown at the twelve (12) hour rate.

ARTICLE #22 VACATION PAY AND ENTITLEMENT

- 22.01** Employees who have completed their probationary period, but who have less than one (1) year of service with the Company, as of June 30th in any year, shall receive vacation entitlement of **eight (8)** hours vacation time for each **full month** of service after completion of their probationary period. (i.e. 4 months - 8 hours vacation entitlement; 6 months - 24 hours up to 72 hours) and shall receive vacation pay of 4% of their earnings to June 30th.
- 22.02** **Employees** who have one year of service as of June 30th in any year, shall receive a vacation of **two (2)** weeks, and shall be paid vacation pay at the rate of four percent (4%) of their previous years total earnings. Provided the employee has worked at least **twelve hundred hours (1200hrs)** during the year, he shall receive as vacation pay two weeks pay at his straight time rate of pay, if this is greater than 4% vacation pay.
- 22.03** Employees who have five (5) years of service as of June 30th in any year shall receive a vacation of three (3) weeks and shall be paid vacation pay at the rate of six percent (6%) of their previous years total earnings. Provided the employee has worked at least **twelve hundred hours (1200hrs)** during the year, he shall receive as vacation pay three weeks pay at his straight time rate of pay, if this is greater than the 6% vacation pay.

VACATION PAY AND ENTITLEMENT CONT'D

- 22.04** Employees who have **ten (10) years of service as of June 30th** in any year, shall receive a vacation of four (4) weeks and shall be paid vacation pay at the rate of eight percent (8%) of their previous year total earnings. Provided the employee has worked at least **twelve hundred hours (1200hrs)** during the year, he shall receive as vacation pay four weeks pay at his straight time rate of pay, if this is greater than the 8% vacation pay.
- 22.05** Employees who have twenty (20) years of service as of June 30th in any year shall receive a vacation of five (5) weeks and shall be paid vacation pay at the rate of ten percent (10%) of their previous years total earnings. Provided the employee has worked at least **twelve hundred hours (1200hrs)** during the year, he shall receive as vacation pay five weeks pay at his straight time rate of pay, if this is greater than the 10% vacation pay.

YEARS OF SERVICE	LENGTH OF VACATION	PAYMENT (whichever is greater)
1 year to 5 years less a day	2 weeks	2 full weeks or 4% annual gross earnings
5 years to 10 years less a day	3 weeks	3 full weeks or 6% annual gross earnings
10 years to 20 years less a day	4 weeks	4 full weeks or 8% annual gross earnings
20 years and over	5 weeks	5 full weeks or 10% annual gross earnings

- 22.06** a) The Company reserves the right to schedule ~~up to~~ **up to** two (2) consecutive weeks close down period for vacations. Such vacations shall be scheduled during the months of July and August, with notification to the employees at **least ninety (90)** days prior to the vacation period, but no later than **April 1st**.
- b) The Company additionally reserves the right to schedule one week close down ~~period for~~ **period** for vacation to be scheduled in conjunction with the Christmas shut down period.
- 22.07** In the event that a close down for vacations is not scheduled, the Company shall schedule vacations at some time **mutually** convenient **to the employee and Company, so** that there shall be no unreasonable interference with the Company's production. The Company shall post a vacation schedule **by the last week of March** each year for approximately two weeks. During the following week the Company shall finalize the list. Preference shall be given to seniority, but after the **list** is finalized an employee shall not be allowed to bump a more junior employee from his listed vacation dates.

VACATION PAY AND ENTITLEMENT CONT'D

- 22.08 In the event that two employees of the same classification desire to take their vacations at the same time, then seniority shall be the determining factor.
- 22.09 The Company and the Union recognize that vacations are for the purpose of rest and relaxation, therefore employees *must take* their allowed vacation time off before June 30th of the year following the year for which the vacation is given. *It is mandatory that all eligible employees take a minimum of 2 weeks vacation each year.*
- 22.10 Employees with over one (1) year of service shall be allowed to take *portions* of their earned vacation as individual vacation days based on the following:
- | | |
|--------------------------------|---------|
| From 1 to 5 years less a day | 4 Days |
| From 5 to 10 years less a day | 7 Days |
| From 10 to 20 years less a day | 10 Days |
| 20 years or over | 13 Days |
- A minimum of two (2) weeks notice must be given and no more than two (2) employees in a classification may be scheduled off at the same time under this clause. The Company reserves the right to allow additional employees to be off if operating conditions permit.
- During the period of June 1st to September 30th, single days of vacation shall be limited to one (1) per month and still be eligible for any vacation bonus. All other vacation during this period must be taken in minimum periods of one week which would not entitle one to the vacation bonus.
- 22.11 ~~The provision~~ requiring employees to have worked a minimum of 1,200 hours in each twelve (12) months in order to qualify for the full two (2) week, three (3) week, four (4) week, or five (5) week provision, shall be modified to include credit for time missed as a result of WCB or S&A.

ARTICLE #23 SHIFT PREMIUM

- 23.01 a) All employees assigned to "B" and "C" shifts on the three shift schedule shall receive a shift premium of *thirty five cents* (\$.35) per hour.
- b) All employees assigned to crew 3 and crew 4 on continuous shift schedule shall receive a shift premium of *eighty five cents* (\$.85) per hour. *Effective September 29, 1997 ninety cents* (\$.90) per hour *effective September 29, 1998 ninety five cents* (\$.95) per hour.

ARTICLE #24 HEALTH INSURANCE

24.01 The existing or equivalent group insurance coverage shall be provided at no cost for all employees on completion of their probationary period. This coverage is highlighted below but for a more detailed description of benefits, see the current booklet entitled "Your Group Insurance Plan" available from the Company. It is understood and agreed that any portion of an unemployment insurance premium reduction, that exists as a result of the above group insurance benefits provided by the Company, which employees may be entitled to receive has been, and shall continue to be, diverted to other benefits for the employees.

Medical Benefits:

O.H.I.P. 100% Company paid under the Employer Health Tax (E.H.T.). Benefits include the difference in cost between ward and semi-private hospitalization and prescription drugs.

Drug Plan

A .35c deductible card system shall be maintained with identical coverage as prior plan.

Vision Care:

Contact lenses, glasses, and replacement lenses as follows:

January 1, 1994 - \$200.00 maximum in a 24 month period.
January 1, 1997 - \$225.00 maximum in a 24 month period.

In addition prescription safety glasses for employees with one year seniority or more shall be one (1) pair for the life of this agreement up to a maximum of \$225.00.

In addition to the \$225.00 maximum per 24 month entitlement, employees are entitled to initial contact lens fitting subject to \$225.00 lifetime maximum.

Dental Benefits:

Covered expenses include 100% as specified in the following O.D.A. fee schedule subject to a \$2,000.00 yearly maximum for each insured family member:

<u>EFFECTIVE</u>	<u>O.D.A FEE SCHEDULE</u>
JAN. 1ST 1996	1994
JAN. 1ST 1997	1997
JAN. 1ST 1998	1998
JAN. 1ST, 1999	1999

Orthodontic coverage shall be maintained for dependent children 50% co-insurance to a \$2,000.00 lifetime maximum. A rider for dentures, crowns and bridgework shall be included in the dental benefits package ; 50% co-insurance included in the basic \$2,000.00 annual maximum for each insured family member.

HEALTH INSURANCE CONT'D

Weekly Indemnify:

Plan provides benefit of two-thirds of weekly earnings (up to **\$650.00 maximum**) payable on the first day of injury, hospitalization or out patient surgery at a hospital clinic. Sickness benefits shall commence after a period of 40 scheduled working hours to a maximum of 52 weeks.

Life Insurance and A.D. & D.:

Income related coverage to a maximum of \$39,000, effective January 1st, 1996.

Effective January 1st, 1997, not income related as follows:

<i>January 1st, 1997</i>	<i>\$45,000</i>
<i>January 1st, 1998</i>	<i>\$46,000</i>
<i>January 1st, 1999</i>	<i>\$47,000</i>

Effective JANUARY 1, 1997- spousal life \$10,000. And dependent life \$5,000.

Long Term Disability:

*Effective January 1, 1997, Plan provides benefit of **three-quarters (3/4)**, of weekly earnings (not to exceed \$2,500 per month) payable upon expiration of **fifty two (52)** weeks of weekly indemnity benefits until age 65.*

The benefit is reduced by any amount the employee is entitled to receive from the workers' compensation act or the Canada/Quebec Pension Plan. The amount deducted shall not include any additional amount payable due to a change in marital status, number of dependent children or any cost of living increases.

Orthotic Insoles:

*Effective January 1st, 1997, plan shall provide Orthotic insoles, **one pair** per year, prescribed by a doctor, up to a maximum of \$200.00 per year.*

24.02 Effective September 29, 1996, Company contributions to the Canada Wide Industrial Pension Plan shall be at the rate of *forty eight (48c)* per hour worked, to a maximum of 2080 hours per year.

Effective October 1, 1997 - 53 CENTS

Effective October 1, 1998 - 58 CENTS

The plan shall provide coverage of all past and future service. It shall also provide for an early retirement benefit provision.

HEALTH INSURANCE CONT'D

- 24.03 Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and Union have a **strong interest** in encouraging employees to get early treatment and in providing them with the opportunity for full rehabilitation. Employees who seek assistance for substance abuse problems either on their own initiative or through the encouragement of the Company or the Union, shall be referred by the Company or by a member of the Substance Abuse Committee to **appropriate** counseling, treatment, or rehabilitation service. Provided that an employee seeks and cooperates with a program of treatment that the **Company** accepts as **being** appropriate, his problem of drug or alcohol **addiction** or abuse shall be regarded as a disability. Absences from work necessary for treatment or rehabilitation shall be considered as being absences due to illness, and the employee shall have the same entitlements to benefits during the absence as if he were disabled by other kinds of illness. A substance abuse committee shall be established consisting of one (1) employee **appointed** by the Union and one (1) non bargaining unit employee **appointed** by the Company. The committee's role shall be to monitor the program and to make recommendations to the Company for its administration and **improvement**, to recommend employee education programs about substance abuse, to recommend **appropriate** providers of rehabilitation and treatment, and to counsel employees in need of assistance. Any discussion of individual cases by the committee shall be kept strictly confidential. Union substance abuse committee **representatives** shall be granted such time as is necessary for administration of the program.
- 24.04 ***The Company agrees to pay \$5.00 per employee per month for an Employee Assistance Program effective January 1st, 1997.***

ARTICLE #25 CLASSIFICATIONS AND WAGES

25.01 a) (Reflecting a 2% increase effective September 29, 1996)

<u>CLASSIFICATIONS</u>	<u>REGULAR</u>
<i>Journeyman-Industrial Electrician</i>	\$22.00
<i>Apprentice</i>	
<i>Step 5 (7201-9000hrs) - 95%</i>	\$20.90
<i>Step 4 (5401-7200 hrs) - 90%</i>	\$19.80
<i>Step 3 (3601-5400 hrs) - 80%</i>	\$17.60
<i>Step 2 (1801-3600hrs) - 70%</i>	\$15.40
<i>Step 1 (0-1800hrs) - 60 %</i>	\$13.20
<i>Journeyman-Industrial Mechanic Millwright</i>	\$20.00
<i>Apprentice</i>	
<i>Step 4 (6001-8000hrs) - 90%</i>	\$18.00
<i>Step 3 (4001-6000hrs) - 80%</i>	\$16.00
<i>Step 2 (2001-4000hrs) - 70%</i>	\$14.00
<i>Step 1 (0-2000hrs) - 65%</i>	\$13.00
<i>Journeyman-General Machinist</i>	\$18.54
<i>Apprentice</i>	
<i>Step 4 (6001-8000hrs) - 90%</i>	\$16.69
<i>Step 3 (4001-6000hrs) - 80%</i>	\$14.83
<i>Step 2 (2001-4000hrs) - 70%</i>	\$12.98
<i>Step 1 (0-2000hrs) - 65%</i>	\$12.05
<i>Maintenance/ Tooling Helper</i> <i>(90% of Journeyman - General Machinist)</i>	\$16.69

<u>CLASSIFICATION</u>	<u>REGULAR</u>
<i>Lead Hand Operator</i>	\$18.40
<i>Operator</i>	\$17.54
<i>"A" Trainee</i>	\$17.26
<i>"B" Trainee</i>	\$16.98
<i>"C" Trainee</i>	\$16.69
<i>Quality Control</i>	\$17.54
<i>Shipper</i>	\$17.54
<i>Assistant Shipper</i>	\$16.98
<i>Blender</i>	\$16.98
<i>Material Handler</i>	\$16.98
<i>Fork-lift Driver</i>	\$16.98
<i>Grinder</i>	\$16.41
<i>Warehouseperson</i>	\$16.41
<i>Packer</i>	\$16.41
<i>New Hire Rates (Packer, Grinder, Warehouse)</i>	
<i>Level 1 (95%)</i> <i>(18-24 months)</i>	\$15.59
<i>Level 2 (90%)</i> <i>(12-18 months)</i>	\$14.77
<i>Level 3 (85%)</i> <i>(6-12 months)</i>	\$13.95
<i>Level 4 (80%)</i> <i>(91 days-6 months)</i>	\$13.13
<i>Level 5 (80%- \$.25)</i> <i>(1-90 days)</i>	\$12.88

CLASSIFICATIONS AND WAGES

New Hires

- b) New employees hired by the Company in the classifications of packer, grinder, and warehouse person shall be paid as follows:
- i) Level V: Probationary period of 90 calendar days from first day worked to be paid at Level IV rate less twenty five cents (\$0.25) per hour.
 - ii) Level IV: 91st calendar day up to 6 months from date of hire to be paid at 80% of regular rate for that classification.
 - iii) Level, III: 6-12 months to be paid at 85% of regular rate for that classification.
 - iv) Level, II: 12-18 months to be paid at 90% of regular rate for that classification.
 - v) Level, I: 18-24 months to be paid at 95% of regular rate for that classification.
 - vi) Beginning on the first full work week following their 2nd anniversary from date of hire, employees shall receive the regular rate for their classification.

Promotions:

- c) Employees promoted to a higher paying job shall receive a training rate of twenty five cents (\$0.25) per hour less than the regular rate for that job for the probationary period of 60 calendar days.
- d) It is understood and agreed that there shall be no pyramiding of premiums except that overtime pay shall include C.O.L.A. premium.
- 25.02 Effective September 29, 1997, these rates shall be increased by an additional 2 %.
- 25.03 Effective September 29, 1998, these rates shall be increased by an additional 2%.

ARTICLE #26 COST OF LIVING

- 26.01 It is agreed that a cost of living bonus shall be paid to all hourly rated employees. The wage rate adjustment shall be effective at the beginning of the first full payroll week subsequent to the official publication of the Consumer Price Index, 1986 by Statistics Canada. C.O.L.A. premium increases shall be implemented at the rate of \$.01(1 cent) for each increase of .094 in the index. The cost of living increase shall be rolled into the wage rates as payments occur. Anyone hired after October 1ST, 1993 shall be paid on the basis of a percentage of the packer rate as per article 25.01 (b).



COST OF LIVING CONT'D

Month of Increase

Based on Increase in Index

	<u>From</u>	<u>To</u>
October, 1996	June, 1996	September, 1996
January, 1997	September, 1996	December, 1996
April, 1997	December, 1996	March, 1997
July, 1997	March, 1997	June, 1997
October, 1997	June, 1997	September, 1997
January, 1998	September, 1997	December, 1997
April, 1998	December, 1997	March, 1998
July, 1998	March, 1998	June, 1998
October, 1998	June, 1998	September, 1998
January, 1999	September, 1998	December, 1998
April, 1999	December, 1998	March, 1999
July, 1999	March, 1999	June, 1999

ARTICLE #27 DURATION AND TERMINATION

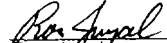
- 27.01 This agreement shall continue in effect until midnight October 2, 1999 and unless either party gives notice in writing to the other party, according to the terms of this agreement, that amendments are required, or that the party intends terminating the agreement, then it shall continue in effect until **October 2, 2000**, and so on from year to year thereafter.
- 27.02 Notice that amendments are required, or that either party intends to terminate the agreement may only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the termination date of this agreement.
- 27.03 The parties hereto agree to meet for the purpose of negotiations within twenty (20) days after giving of such notice and if, as a result of **such negotiations**, the parties fail to negotiate a new agreement or modification of the present agreement, the agreement shall continue in effect until a new agreement is executed.

ARTICLE #28 TECHNOLOGICAL CHANGE

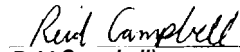
- 28.01 The Company shall **notify the Union** at least one (1) month in advance of **any technological change** which shall affect the terms and conditions or security of employment of any number of the employees to whom this collective agreement applies. Should automation cause jobs to disappear, the affected employees shall have the opportunity to work providing they have the seniority, and skill and ability after a training period, established by the Company, of **up to twenty-one (21) days** if needed. There shall be no loss of pay during such a training period.

Signed this 2nd day of October, 1996

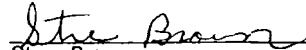
For the Union




Ron Joyal,
National Rep.



Reid Campbell)
Plant Chairperson



Steve Brown,
Committeeperson

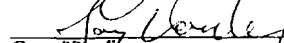


Chris Mayman,
Committeeperson

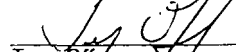


Bryan Pritchard,
Committeeperson

For the Company



Gary Vander,
President



Terry Off,
Vice President



Shawn Papp,
Maintenance Manager



Terry Moore,
Human Resources Manager

APPENDIX "A"

CONTINUOUS SHIFT SCHEDULE

C R E W	S U N	M O N	T U E	W E D	T H U	F R I	S A T	S U N	M O N	T U E	W E D	T H U	F R I	S A T
1	-D	X	X	-	-	X	X	X	-	-	X	X	-	-D
2	X	-	-	X	X	-	-D	-D	X	X	-	-	X	X
3	-D	X	X	-	-	X	X	X	-	-	X	X	-	-D
4	X	-	-	X	X	-	-D	-D	X	X	-	-	X	X

CODING: X = REGULAR WORK DAY
 - = SCHEDULED DAY OFF
 D = DOUBLE TIME DAY

APPENDIX "B"

CHRISTMAS SHUTDOWN

The Christmas shutdown period for the duration of the collective agreement shall be December 24th to January 1st (inclusive) in each year. The statutory holidays and floating holidays are to be observed as outlined below.

<u>1996</u>	1 st Floater Christmas Day Boxing Day 2 nd Floater 3 rd Floater 4 th Floater New Years Day	Tuesday, December 24 th Wednesday, December 25 th Thursday, December 26 th Friday, December 27 th Saturday, December 28 th Sunday, December 29 th Wednesday, January 1 st
<u>1997</u>	1 st Floater Christmas Day Boxing Day 2 nd Floater 3 rd Floater 4 th Floater New Years Day	Wednesday, December 24 th Thursday, December 25 th Friday, December 26 th Saturday, December 27 th Sunday, December 28 th Monday, December 29 th Thursday, January 1 st
<u>1998</u>	1 st Floater Christmas Day Boxing Day 2 nd Floater 3 rd Floater 4 th Floater New Years Day	Thursday, December 24 th Friday, December 25 th Saturday, December 26 th Sunday, December 27 th Monday, December 28 th Tuesday, December 29 th Friday, January 1 st

APPENDIX "C"

The following are the dates of the rest of the paid Holidays listed in 21.01
(a) which shall be observed:

1997

Good Friday	March 28 th
Easter Monday	March 31 st
Victoria Day	May 19 th
Canada Day	July 1 st
Civic Holiday	August 4 th
Labour Day	September 1 st
Thanksgiving Day	October 13 th

1998

Good Friday	April 10 th
Easter Monday	April 13 th
Victoria Day	May 18 th
Canada Day	July 1 st
Civic Holiday	August 3 rd
Labour Day	September 7 th
Thanksgiving Day	October 12 th

1999

Good Friday	April 2 nd
Easter Monday	April 5 th
Victoria Day	May 24 th
Canada Day	July 1 st
Civic Holiday	August 2 nd
Labour Day	September 6 th
Thanksgiving Day	October 11 th

Memorandum of Agreement - Index

Skilled Trades Letters of Intent

<i>Letter #1</i>	<i>Current Apprentice Maintenance Millwrights</i>	<i>pg. 42</i>
<i>Letter #2</i>	<i>Tool Room Technician Apprentice</i>	<i>pg. 42</i>
<i>Letter #3</i>	<i>Skilled Trades</i>	<i>pg. 42</i>

General Letters of Intent

<i>Letter #1</i>	<i>Short Term and Long Term Disability</i>	<i>pg. 43</i>
<i>Letter #2</i>	<i>Plant Expansion</i>	<i>pg. 43</i>
<i>Letter #3</i>	<i>Vacation Pay</i>	<i>pg. 43</i>
<i>Letter #4</i>	<i>Tool Room C.W.I.P.P.</i>	<i>pg. 44</i>
<i>Letter #5</i>	<i>2 Day Shutdowns</i>	<i>pg. 44</i>

Letter #1

October 23, 1996

Re: The current Apprentice Maintenance Millwrights (Chris Mayman and Murray Townsend);

To Clarify the understanding for the Apprentice Millwrights, they shall be allowed one year from the signing of the agreement to complete their apprenticeship and obtain their Certificate of Qualification, unless failure to do so is a result of their school time not being available as currently scheduled.

Letter #2

October 23, 1996

To clarify the understanding of the Tool Room Technician positions, if apprenticeable, they shall be assessed individually and placed in an apprenticeship program. This assessment shall be done by the Ministry of Apprenticeship or by Fanshawe College if the Ministry is not available.

Letter #3

October 24, 1996

Re: Skilled Trades

The Company agrees to add the following language:

Bargaining unit employees whose starting rate or credit level under the apprenticeship program would place them at less than their present rate, shall remain at their present rate until normal advancement within the apprenticeship program places them at a higher rate. The Company agrees to pay apprentice wages up to the current U.I.C. maximum when on training leave if the U.I.C. provision is no longer available through the government.

Memorandum of Agreement • General Letters

Letter #1

October 23, 1996

Re: Short term and long term disability.

- providing that the claim has not been denied.
- providing that the Company has been informed of any unreasonable delays.
- providing that the employee has gone 30 calendar days with no payment of claim by the carrier
- providing that the claim is of such a nature that it is obviously legitimate
- providing that the employee has fulfilled all of his obligations with respect to supplying information regarding his claim.

The Company shall provide financial support to the employee, equivalent to what he is entitled to receive under weekly indemnity or long term disability SU A benefits, as long as the employee continues to meet the carriers requests until the claim is paid. In return the employee agrees to repay the company any money that has been advanced to him/her.

Letter #2

October 23, 1996

Incorporated in the Plant Expansion will be improved lunch room and change room/shower facilities, including adequate facilities for female employees.

Letter #3

October 23, 1996

The Company agrees to provide employees with a statement, at time of paying vacation pay, which outlines the earnings on which the vacation pay is calculated.

MEMORANDUM OF AGREEMENT - GENERAL LETTERS CONT'D

Letter #4

October 23, 1996

The Company agrees to resolve the Tool Room C.W.I.P.P. issue to the effect that the Tool Room Employees will be at the same benefit level as was the intent in January 1995.

Letter #5

October 24, 1996

Re: 2 day shutdowns

The Company shall maintain base production at three to four lines in an attempt to avoid total shutdowns for inventory adjustments. This should allow employees with seniority to maintain full employment and not be affected by periodic short, i.e. two day, lay-offs. This should also allow more junior employees to establish U.I.C. benefits during slow production periods.