

AGREEMENT

BETWEEN

**VYTEC CORPORATION
AN OWENS CORNING COMPANY**

LONDON PLANT

-- AND --

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)**

LOCAL 27

LONDON, ONTARIO

September 30, 2003 TO September 30, 2006

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This agreement entered this **1th day of October 2003**

BETWEEN

VYTEC CORPORATION/ OWENS CORNING
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

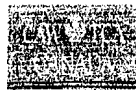
LONDON, ONTARIO

(hereinafter referred **to** as the "Union")

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WELCOME TO THE LONDON PLANT



Welcome! We hope your *responsibilities* at our London Plant will live up to your *expectations* and your experience with us will be a rewarding one. If you have been working for us, we wish to express our appreciation for your valued contribution.

The London Plant has had a proud history of producing quality vinyl siding products for the North American and International marketplace since the early 1970's. London markets its products under the VYTEC brand and is a recognized leader in terms of quality and customer service within the Vinyl Siding Industry. In 1997 Owens Corning purchased Vytec Corporation as part of a larger purchase involving a number of vinyl and metal manufacturers.

Owens Corning is a world leader in the manufacture of a number of building products, however to most people Owens Corning means pink insulation and the Pink Panther since it's insulation business is the recognizable cornerstone of the company. It was the entrepreneurial men and women of Owens Corning founding companies back in 1938 that pioneered the science of glass fibers, creating a dynamic organization, which remains a world Leader in the manufacture and innovation of glass fiber materials. The trademarked PINK Fiberglas® insulation emerged in 1956, when the Company added red dye to its newest "All Fiber" insulation product to distinguish it from earlier standard products. The "Pink Panther" cartoon character became a Company icon in 1980, and in 1987, Owens Corning became the first and only Company to trademark a color – PINK. Today, Owens Corning has sales of \$5 billion annually with over 20,000 employees involved with manufacturing, sales and research facilities, including joint venture and licensee relationships, in more than 30 countries worldwide.

Although born from a small filament of glass, the Company now offers a diversified array of products, including glass insulation; foam insulation; shingles; vinyl siding; metal building trim products; a fully integrated, single source supplier of technology-based solutions in thermal, structural and acoustical insulations; advanced glass fiber used in more than 40,000 composite end-use applications from skis and golf clubs, to bridge decking and transmission towers, to automobiles, computers, and fiber-optic cables; and large-diameter pipe used to build the infrastructure of developing nations...in essence, Owens Corning offers a great number of products that contribute to the everyday lives of our customers.

At the London Plant we take pride in the workplace environment that our employees have created that promotes safe work practices while providing quality vinyl siding products to satisfy our customers. The increasingly competitive nature of our marketplace demands that we continue to set high workplace standards while *continuing to strive* for the most *effective* financial performance possible. This approach will enable the Plant to continue to be an important producer within Owens Corning and a plant that can responsibly respond to any marketplace conditions. We recognize that our future job security is based upon being a low cost producer within the vinyl industry. We know, a workforce of engaged employees where each of us is individually and collectively committed to the success of this plant can also contribute to the corporate success by developing an organization that clearly adds value to a growing company.

The management, employees and union of the London Plant welcome the opportunity and challenge of providing the best vinyl siding in the marketplace under the Vytec brand name. We have changed dramatically through the years with investment in automation of the

production operation to improve the safety, quality and efficiency of our production. We have increased the capacity of our London Plant many times since the early 1970's. The constant measurement has been the customer experience. Vytac siding means quality and is well respected in the building industry!

We know the management, union, and employees of London Plant can make the difference

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, one of whom shall be a warehouse 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. The Plant Chairperson shall be employed on the "A shift. A maximum of five (5) alternate Committeepersons shall be recognized to provide full shift coverage in the event of the Committeeperson being absent. It is understood and agreed that if the Committeeperson is requested by the Company to attend to matters outside of his regularly scheduled shift, he shall be paid for such time at the applicable rate. In the absence of the Plant Chairperson for five (5) company working days or more the recognized Alternate shall occupy the position working the same hours at the same rate of pay as the Plant Chairperson.

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 and a bargaining unit member for a period in excess of one year, and continues to be employed by the Company and a bargaining unit member in good standing.

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,

REPRESENTATION CONT'D

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.

- 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. **Email addresses will be provided to all Bargaining, Grievance, and Environmental, Health and Safety Committee representatives (excluding alternates), Internet connection plus standard office software (i.e. Microsoft Office, Windows, Word, Excel) to be provided to the Plant Chair and the Co-Chair of the EH&SC only. Email and internet to be used for business reasons as outlined and in accordance with the Electronic communications letter #6, dated September 4, 2002 in the collective agreement.**

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, Bereavement 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:

GRIEVANCE AND ARBITRATION PROCEDURE CONT'D

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.

STEP #2:

The employee shall, through his Committeeperson, 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 Committeeperson 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

GRIEVANCE AND ARBITRATION PROCEDURE CONT'D

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.
- 6.05 The Arbitrator shall not have any power to alter or change any of the terms of this agreement or to substitute any new terms for any provision, nor to give any decision inconsistent with the terms of this agreement.
- 6.06 Each of the parties to this agreement shall bear the cost of its witnesses, and shall bear the cost of the Arbitrator if requested.
- 6.07 Any time limit in the grievance or arbitration proceedings may be waived 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 during job performance issues, and shall be given copies of, corrective action reports (when they result in discipline), warnings, or more severe disciplinary action. For counseling/coaching discussions the employee may request his Committeeperson be present for the discussion. 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) 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, LAY-OFF AND RECALL

- 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. Should the Plant Chairperson request, the Company will provide copies of the evaluation reports for those employees who are unable to successfully complete their probation period.
- 8.02** The Company shall post a revised seniority list every three (3) months.
- 8.03** a) In the event of 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. Employees shall be recalled by seniority into the classification that they were last laid off unless this classification does not require anyone further. Should this happen they will be assigned to the next equal [and failing that lower] classification with an opening where they have the skill and ability to perform the work.

NIORITY, LAY-OFF AND RECALL CONT'D

- b) **The person** with the least plant-wide seniority in the classification being reduced shall then be transferred out of his classification in the following order **providing** he has the skill and ability to perform that job and the seniority to displace someone in the classification **being transferred to:**
- transfers to equal **rated** classification in Department.
 - failing that, transfers to next lower classification in Department and continues until all classifications exhausted in the Department.
 - failing that, transfers to equal rated **classification** in Plant.
 - failing that, transfers to next lower classification in Plant and continues until all classifications exhausted in the Plant.
 - **failing that the person shall be laid off.**
- Equal classification shall mean classification with the same hourly rate of pay.
- 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.

d) **Inverse Seniority**

A mutual agreement between the Company and the Union for the purpose of an arrangement applying the concept of inverse seniority on layoff. The application is intended to cover layoffs of a limited time period and known duration. When a circumstance arises that appears to fit the concept, the company and the Union promptly and jointly determine if the inverse seniority provisions will apply.

Consideration And Application

The layoff must be for a definite period of time and of limited duration.

Employees will be laid off and recalled under the terms of the provisions by classification determined by the company. **Employees wishing to utilize seniority layoff under this clause shall be given priority if they are in the same classification as the worker being laid off or being recalled through this process.**

It is expressly understood that no provisions exist which would allow employees (who exercise an option of being laid off under these provisions) to return to work, to be replaced on layoff by another employee during the predetermined period of layoff.

It is further understood that no employee laid off under these provisions will be allowed to return to work simply as a result of the exhaustion or disqualification of Employment Insurance Benefits.

SENIORITY, LAY-OFF AND RECALL CONT'D

Nothing in the foregoing shall preclude the recall of any former employee prior to the exhaustion of the recall period or the layoff period **not to extend beyond six (6) months**.

If during the limited/ predetermined period of layoff it is determined that the layoff needs to be extended for any reason, and further provided that both parties agree to simultaneously extend the inverse seniority provisions, the employees who elected layoff under these provisions will be canvassed to determine if they wish to continue on layoff. If the laid off employee decides that he/she to continue on layoff for an extended time, they will be so permitted. If they choose to return, they will be so permitted and employees from the bottom of the seniority list will be laid off in the traditional manner.

- e) Prior to filling the available openings when work picks up through the recall process the company will honour existing requests for transfers including those to different classifications provided the employee has submitted a request for transfer form in writing to the HR Department prior to the recall, has the skill and ability to perform the job, and has met the transfer criteria in 12.04. Employees who transfer to a different classification under this clause other than those in the operator, shipper, and blender classifications may not do so again for a period of one year from date of their transfer. If an employee is working in a different classification as a result of having been laid off out of their original classification his transfer rights under this clause will be restored. For the Operator, Shipper, and Blender classifications which require considerable training, Employees in these classifications who transfer to a different classification under this clause may not do so again for a period of two years from date of their transfer. Also the Company shall limit the number of transfers out of these classifications to no more than 10% per year and may additionally delay the actual transfer for up to three months to allow time to Train a replacement, should one not be available

- 8.04 i) 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 year seniority, and for twenty-four (24) months from the date of his lay-off if he has more than one year 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.

SENIORITY, LAY-OFF AND RECALL CONT'D

- 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, without 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. The Company shall not utilize this clause 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.
- 8.09** a) An employee can refuse first **recall** providing that the duration of work, for recall, will be less than thirty-(30) working days.
- b) Employees refusing first recall shall be placed at the bottom of the recall list for a period of thirty (30) calendar days or until next recall (whichever comes first).

ARTICLE #9 SUPER SENIORITY FOR PLANT COMMITTEEPERSONS

- 9.01** In the, event of a lay-off, the Committeeperson shall exercise his seniority until he no longer has, enough to **remain** on the shift. In, that event, he shall bump the **junior employee** in the plant, 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 **Corrpany** 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 twenty-one **(21)** 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, or during any of the recognized holidays in appendix "C" relating to vacations.
 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 their 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. Employees may request a transfer to a specific crew prior to December 15 to be effective January 1st. These will be accommodated on January 1 provided the necessit to balance crew strength is met; otherwise the crew Transfer will be made within the following three (3) months or less. Specific crew transfers will be allowed once per calendar year.
 3. In the job posting procedure shift preference shall be given by seniority other than what is required for training purposes. 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 **21 days** if the person has

TRANSFERS OR PROMOTION CONT'D

successfully performed the job in the past two years and thirty (30) calendar days In all other situations except skilled trades [as needed] or in the case of Blenders and Operators not to exceed three (3) months of the training program for those classifications). 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. a) 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.
 - b) For summer relief staffing in the Operator position, the Company shall post for Operator Trainees. In the job posting it will be indicated that the training period will vary depending on the successful applicants prior operating experience. For those with no prior operating experience a minimum of forty-five (45) days operator training will be provided prior to being assigned to a line for summer relief purposes. The posting will also indicate that after this training period the successful applicant will be required to perform full packing duties on a as needed basis for complete shifts over the June 1 to September Labour Day period, when not needed to operate. The rate of pay while in this position, regardless of whether the employee operates or packs will be at the level their skill, ability and operating hours place them on the Operating program [i.e., Operator C, is minimum pay]. Only hours performed as an operator trainee will be counted towards attaining full operator status. Should a need for operators exist beyond Labour Day the senior operator trainee will be retained as a full time operator trainee. After Labour Day operator trainees hired under this clause will not be required to perform packer duties on an intermittent shift basis as required during the June 1 to Labour Day period. Should the need for operators decline Operator C And B operators will be laid off first in accordance with Article 8. The Company shall limit the number of staff hired under this clause to a maximum of two (2) per crew.
5. Employees who request a transfer either through the job bid or shift transfer process and are approved must resubmit their vacation request at the time they transfer if they transfer to a crew schedule with different workdays.

TRANSFERS OR PROMOTION CONT'D

- 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) Once employees 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.
- 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 (21) 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 filled 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 his 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 An employee who is transferred to a position outside of the bargaining unit for more than six (6) months will lose his seniority rights within the bargaining unit. The employee, if he is transferred or returned to a position within the bargaining unit, would then be treated as a new employee, with the exception of his vacation entitlement. If the employee is transferred or returned to a position within the bargaining unit, within the six (6) month period 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 reface 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).

TRANSFERS OR PROMOTION CONT'D

- 12.07** Temporary job openings for assignments of **forty (40)** calendar days or less shall not be posted.
- 12.08 Temporary job openings for assignments in excess of **forty (40)** calendar days due to medical or other reasons shall be posted as temporary positions in accordance with the provisions of article 12.01. At the end of a temporary assignment a person filling such a vacancy shall return to their previous position and shift.
- 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.

Continuous shifts:

Crew 1 → 7:30 a.m. - 7:30 p.m.
Crew 2 → 7:30 a.m. - 7:30 p.m.
Crew 3 → 7:30 p.m. - 7:30 a.m.
Crew 4 → 7:30 p.m. - 7:30 a.m.

Effective January 1, 2000 the Warehouse Department shall be employed on 3, 8 hour shifts and weekend worker as outlined in Appendix D.

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. If the Company deems it necessary to change from the continuous shift to an eight (8) hour shift or vice-versa, the company will provide two (2) week notice. The change will be at the start of a pay period.~~

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 workstation 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 for (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 their **second day off (Sundays for Crew "A" or "B", Saturdays for Crew "C")**, 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 workday.
- 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. An employee will have taken these breaks by 12:00, 3:00 and 6:00 within the shift. No breaks shall be taken within the first two (2) hours of the start of an employee's shift and the two (2) hours following an employee's lunch period. **NO** employee shall work more than five (5) hours before taking a recognized break. Employees shall

HOURS OF WORK AND OVERTIME CONT'D

take them when relieved or as directed by the shift Supervisor with respect to the daily operational requirements of the plant.

- 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 **A) Call In For Emergency Work** - 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.
- B) Call In For Training** - Training where practical, will be arranged during an employees' regular hours, however if scheduled outside regular hours employee will be paid the appropriate premium rate for the actual time spent training. Training time will not be applicable to clause 13.17, overtime equalization.
- 13.16 Insofar as practicable, the Company shall endeavor to make pay direct available by 3:30 p.m. on Thursday 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.

HOURS OF WORK AND OVERTIME CONT'D

4. Should an employee be absent because of sickness, accident, compensable injury, leave of absence, **of up to 30 days**, or he/she have 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. **Employees on vacation or layoff will not be charged for any overtime opportunity hours they would have been offered to work had they not been absent on vacation, or on layoff.**
5. Employees passing their probation, **changing classification, changing departments, or returning from layoff, or returning from absences greater than 30 days** 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. **Employees who change classification as a result of a bid process shall have their overtime opportunity hours adjusted to the average of the new classification after twenty-one (21) days.**
6. a) **Employees** who refuse overtime out of their classification shall not be charged.
b) **Committee members 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 and the issue is raised by the **employee** within **five (5) working days** following the **posting** of such hours the **employee** shall be offered **an equivalent** overtime opportunity within seven (7) days. Failing this the employee shall be paid for the missed overtime opportunity at the applicable premium rate.
8. **A Union Representative will be present when the Company Representative calls for overtime.**

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 the classification.

The employee may, at his/her discretion, receive full payment of overtime hours worked as per Article 13 or elect to bank the equivalent paid overtime hour in lieu of payment in accordance with the following conditions:

- a) Overtime hours will be accumulated at the applicable rate.

Example:

8 Hours worked at time and one half = 4, 8, or 12 hours banked or 4, 8, or 12 hours paid or combinations of those choices

8 hours worked at double time = 4, 8, 12 or 16 hours banked or 4, 8, 12 or 16 hours paid or combinations of those choices.

HOURS OF WORK AND OVERTIME CONT'D

- b) The employee may bank all of their overtime hours from January 1 to December 31 each year.
- c) All requests to bank overtime hours must be made at the call up of the overtime by the Supervisor, or his/her designate, prior to the start of the shift on the appropriate form supplied by the Company. A copy of the signed form (employee and Supervisor) will be given to the employee.
- d) When payment for banked time is made to an employee, the amount per hour for such time shall be calculated upon the basis of the employee's regular rate of pay as of the first day of the month that they request payment.
- e) Payment for banked time will be paid to an employee quarterly during the second pay period of April, July, September and or December in either a lump sum payment less applicable taxes or paid directly into a personal RRSP plan as a tax deferred alternative. The employee must make this payment decision by March 15th (for April payment), June 15th (for July payment), September 15th (for October payment) or November 15th (for December payment) of each year.
- f) ~~Emp may bank up to 40 hours of overtime per month and take this as paid off provided it is out of the June 1 to Sept 30 period. Employees must indicate writing or the after for it or pay them or pay they want to bank at the they work overtime. Employees may take this banked time in complete increments only. Approval for bank time will require two weeks notice and approval; will be subject to the same rules that approvals for vacation require. Emp may bank overtime hours throughout the calendar year but any hours must be used during a calendar year or will be paid out at year end.~~

- 13.18 Employee must work their complete shift during the Fall Daylight Savings conversion shift. Such employee will be paid premium time for the additional hour they are required to work or they may elect to bank the hour in accordance with 13.17 f). Employee who works only eleven (11) hours as a result of the Spring Daylight Savings conversion shift will receive their regular twelve (12) hours pay.

ARTICLE #14 UNION SECURITY

- 14.01 All bargaining unit employees shall be required to have deducted from their pay, the initiation fees and regular monthly dues (deducted weekly) 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.

UNION SECURITY CONT'D

- 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 **approval** of the Company.
- 14.04 The Committee shall be allowed to post Union notices regarding recreational or social activities, meetings or Union Elections on bulletin boards, provided by the Company. Bulletin boards shall be in maintenance, **palletizing**, shipping, production and the main lunchroom.

ARTICLE #15 WORKBY 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 ex **perimental** purposes unless by agreement between the Company and the Union. **Management** personnel who perform work under this clause shall **provide** prior communication of the reasons for the work to the **employees in the area** and the Committee person or Alternate or H&S Representative. An emergency situation is the only exception.

ARTICLE #16 LEAVE OF ABSENCE

- 16.01 The Company may grant leave of absence to any employee for legitimate personal reasons. However should the request extend beyond one (1) month it is understood that the employee must pay for benefit coverage beyond the one (1) month. Employee to make payments by post dated cheques otherwise benefit coverage will cease.
- 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.
- a)
- 16.03 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,

LEAVE OF ABSENCE CONT'D

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.

16.05 The Company agrees to pay into a special fund four (4) cents 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, N0H 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.

16.07 Maternity/Pregnancy, Adoption and Parental Leave

Maternity/Pregnancy leave of absence will be granted, in compliance with the applicable government legislation, subject to the following:

Applicable employees who have acquired thirteen (13) weeks or more of service prior to the date of the leave or date the baby is expected (the "due date" within the provincial legislation).

LEAVE OF ABSENCE CONT'D

Employee states her intention to return to work and makes a formal written application for leave of absence at least two (2) weeks prior to the date of the leave. Such application must be made in writing and a certificate is legally required for the employee to be eligible for the leave of absence. Formal notification will be required in writing two (2) weeks in advance of an employee's return to work of birth that happens earlier than the date upon which she is expected to give birth.

Leave of absence may begin no earlier than seventeen (17) weeks before the expected birthday unless an employee stops work because of complications or earlier delivery date as described in this Article. Medical documentation is required for all requests involving complications of pregnancy.

While on Maternity/Pregnancy leave company benefits are maintained including STD benefits with the appropriate medical documentation should there be complications during the pregnancy either prior to or during the leave.

Leave of absence will be granted based upon the employee's written request for a period up to seventeen (17) weeks for unpaid maternity leave and period up to thirty-five (35) weeks unpaid parental leave. The parental leave must be taken immediately following the pregnancy/maternity leave. The total period of unpaid leave is up to fifty-two (52) weeks duration.

Employees on maternity/pregnancy and parental leave will be credited with accrual seniority for the whole leave.

After the start of the pregnancy/maternity and parental leave, the employee must provide written notice at least two (2) weeks before the date of any change in plans or before the date the employee wants to return to work. The employee will be retained on the job held at the time of the leave, seniority permitting. Should the employee not have the seniority to be retained, she will be placed on existing vacancy. If no vacancy exists, she will have the right to bump junior employee, seniority skills and experience permitting.

Adoption, Parental Leave

Adoption and Parental leave of absence shall be granted, subject to the following:

Applicable employees who have acquired thirteen (13) weeks or more of service prior to the date of the requested leave.

Employee must provide written notice of his/her intention to return to work and make a formal application for an adoption/parental leave of absence at least two (2) weeks prior to date of the leave.

Adoption and Parental leave of absence shall be granted to the applicable employee who has qualified for

- (a) Maternity leave in the circumstances of a live birth as noted above in this clause 16.07;

LEAVE OF ABSENCE CONT'D

- (b) An employee who is in a relationship of some permanence with a parent of a child who has come into the employee's care and custody and control for the first time and who the employee intends to treat as a child of his/her own, or
- (c) Who is the natural father of a newborn child or a child who has come into his care, custody and control for the first time.

Parental leave must begin:

- (a) As previously noted in this clause, in the case of an employee who has taken maternity leave, immediately following the maternity leave unless the newborn child has not yet come into the custody, care and control of the employee for the first time, or
- (b) In the case of an employee who is not entitled to take maternity leave, no more than thirty-five (35) weeks after the child is born or comes into the custody, care and control of the employee for the first time.

The unpaid parental leave will be for a period of up to thirty-seven (37) weeks which must be taken all at one time.

After the start of the adoption and parental leave, this employee must provide written notice at least two (2) weeks before the date of any change in plans or before the date the employee wants to return to work.

Employee will be credited with accrual of seniority for up to thirty-seven (37) weeks to cover the adoption or parental leave.

Return to work following adoption or parental leave shall be as follows:

Employees returning from parental leave will be returned to their former job. If former job does not exist every effort will be made to place them on a comparable job.

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 the agreement with the Joint Environment

Safety Cont'd

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. This is also to include CSA standards as of January 1, 2002, where the standards are better than the legislation provides. **It is the responsibility of the Company to ensure the JE & H&Sc members are fully apprised of the current applicable standards and the applicable standards shall be applied.**

1. Company Duties:

The Company shall institute and maintain all precautions to guarantee every worker a safe, **clean and healthy** workplace. The Company shall comply with all applicable health and safety legislation and regulations (i.e. R.S.O. 1990).

2. Employee Duties:

Each employee has a primary responsibility for their own safety and an obligation to know and observe safety rules and practices as a measure of protection for themselves and others **as well as keep work area clean as directed by Supervisor.**

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. **Any and all changes shall be communicated in accordance with article 18.01 (b).**

3. Joint Environment Health & Safety Committee:

a) The Joint **Environment** Health and Safety Committee shall be composed of not less than five (5) Union members elected by the employees one of which will be a skilled trades member, **one a warehouse member** 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:

i) 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, grounds 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. Such inspections shall normally be made on the third Wednesday of every month unless rearranged by either co-chair.

ii) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.

SAFETY CONT'D

- iii) Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
- iv) Hold regular meetings normally on the fourth Wednesday of every month unless rearranged by either co-chair 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 normally within three (3) days of the meeting.
- 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 or if he is away more than one (1) month, his designated alternate shall be allowed an hour or four (4) hours paid per hour 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.

SAFETY CONT'D

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 they have received proper education, training, and instruction. Such training shall include ergonomic and chemical hazard training where applicable. When such training occurs, either to update or instruct employees, a record of such training shall be provided to the JEH&SC at each monthly meeting. Any new policies shall be posted for one (1) month after their design and introduction. Appropriate signage, diagrams, or other instructional or demonstrative material shall be posted in accordance with any new policies to ensure adequate knowledge and protection of all workers affected. Level 2 certified representatives shall be trained on all equipment and policies, in respect to the fact that they must have workplace specific hazard training.
- b) During the life of the agreement, the Union members of the committee shall be allowed one week paid leave (forty hours) per year to attend health and safety courses or conferences approved by the Company. The Company shall pay the lost time and course fees. Upon agreement with the company, the forty hours education may be broken up and used for time off for education at an accredited facility for education related to health and safety. Upon proof of full attendance at the course the worker shall be reimbursed for expenses incurred related to course books, tuition, parking fees while attending the course. For courses less than a full shift or for courses taken outside regular scheduled work hours the union member of the committee will accumulate paid lieu hours on a straight time basis [i.e., 1 hour paid lieu time for each 1 hour of the course], and take paid time off in a minimum of 1 complete shift. Approval for such courses will require 3 weeks notice to the Company and require mutual agreement of the Company and the Union. Approval for paid lieu time off will require 2 weeks notice and it is understood that both courses and lieu time will be arranged outside of June, July, and August.

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. The Company/Supervisor will record separately all paid H&S training hours [including the type of training], through the regular payroll and attendance system on a weekly basis. The EH&S Coordinator will collect such information and update, on a weekly basis, each employees' H&S training record. The EH&S Coordinator shall review and provide a list of all EH&S training for the past month and year to date to members of the JEH&S Committee.. Copies of the H&S training will be provided monthly to the applicable Supervisor and Dept. Manager each month to apprise them of the status of each of their employees training so they can ensure training opportunities are fully utilized when lack of regular

SAFETY CONT'D

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:

- a) 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.
- b) Ergonomic mats shall be provided and maintained in good condition for operations where employees are required to stand on bare concrete floor after review and mutual agreement by the Joint Health & Safety Committee that such mats are advantageous to the operation and the employee(s).
- c) Ergonomic chairs or stools shall be furnished on those operations where they will not impair the efficiency of operations, create a safety hazard or interfere with the free flow of material after review and mutual agreement by the Joint Health & Safety Committee that such chairs or stools are advantageous to the operation and the employee(s). All approved chairs or stools in the production area must be ergonomically designed and maintained in good condition.

11. First Aid Attendants:

- a) The Union Health and Safety Rep and recognized alternates on each shift shall be certified as required 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. Return to Work & 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 regular rate of pay.
- b) Such employee shall be provided with transportation to his doctor's office or hospital and subsequently his home or back to work.
- c) The Company agrees to continue using the jointly developed 1998 Return To Work Program. Any change to their program will be reviewed by the JEH&SC and mutually agreed to prior to implementing any change. The Company agrees to review the RTW program with the Co-Chair of the JEH&SC on an annual basis and obtain agreement with JEH&SC and the HR Manager prior to implementing any change. Any change will be communicated to all plant employees.

13. Accommodation Clause

The Company agrees to work within all legislative requirements to accommodate employees who may become handicapped or disabled while an employee with the Company. To do this the Company commits to the following process

- a) The Company shall review the details of the employee's new level of capability with the employee and the Union through the RTW Committee in an effort to ascertain what duties the employee could possibly perform. The Company shall have the employee's full co-operation in having access to any and all pertinent medical information and/or any Functional Ability Information in order to determine the new level of capability. In the event that the company requests the worker to attend a doctor of their choice, and the doctors opinions differ, the Union and the Company agree to have the employee assessed by a third doctor, to be mutually agreed to by the Company and the Union. The Company shall pay the third physicians fees.
- b) Once agreement is reached by the Company and the Union, through it's joint RTW committee, as to the employee's new level of capability the following steps will be followed:

SAFETY CONT'D

1. the employee's present job will be reviewed by the RTW Committee to determine if it can be modified such that the employee can continue to do it.
2. falling step 1 the RTW Committee shall review potential combination of duties in an effort to create a meaningful alternate job for review by the HR Manager and the Plant Chairperson
3. falling step 2 a review of all jobs in the plant occupied by employees junior to the employee with the new level of capability, will be conducted by the RTW Committee with recommendations for possible placement made to the HR Manager and the Plant Chairperson for consideration.
4. Falling step 3 the employee with the new level of capability will continue on the income protection plans they qualify for.

c) If the Union and Company mutually agree that a modified job classification be available as noted above the job posting procedure shall be set aside to accommodate the disabled employees. Failing that if the Union and Company mutually agree that the disabled employee can perform in a job as noted in step 3 above the most junior employee in the plant in that job I provided he/she is junior to the disabled employee I shall he laid off in accordance with Article 8,

d) An employee placed on a job because of a disability or handicap shall have that disability reviewed at least semi annually,

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 January 1, 2002 - Maximum of \$150.00~~
~~Effective January 1, 2004 - Maximum of \$155.00~~
~~Effective January 1, 2005 - Maximum of \$160.00~~
~~Effective January 1, 2006 - Maximum of \$165.00~~

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.

OPERATOR'S TRAINING PROGRAM CONT'D

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 trainee 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 trainee's 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 Committee person, 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.

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 trainee's 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.

OPERATOR'S TRAINING PROGRAM CONT'D

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, 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, Lead Hand and Lead Hand Assist must demonstrate leadership ability, and assist trainee operators in their training program, in set-ups and clean-up. All operators, Lead Hand and Lead Hand Assist 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. For any unplanned absence and or to relieve for vacations, the Lead Hand Assist and the Lead Hand will be expected to run a line. The Lead Hand Assist will be the primary relief and the Lead Hand will be the back up to run the line in these situations.

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 SKILLED TRADES DEPARTMENT

20.01 If there is an opening in the Skilled Trades Department for a Journey person, the Company shall post for a Journey person 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 Skilled Trades 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 \$450.00 to all Journey persons and apprentice employees who have completed their probationary period as of January 1st in each year.

20.03 The Company shall pay all Apprentice testing fees upon successful passing of the test and Journey persons license renewal fees.

SKILLED TRADES DEPARTMENT CONT'D

- 20.04 Section #1 - Skilled Trades Department for ~~the purpose of~~ this agreement shall mean the Maintenance and Tooling Department.
- Section #2 - Classifications in the Skilled Trade and Tooling Department shall be non-interchangeable. Seniority shall be by ~~classification~~.
- Section #3 - After ~~signing~~ of this agreement, seniority in the Skilled Trades Department shall be by date of entry into the ~~Classification~~.
- Section #4 - a) Production workers shall not carry seniority into any Skilled Trades Classification. Skilled Trade workers shall not carry seniority into any Production Classification after the ~~signing~~ of the agreement.
- b) Should any Skilled Trade 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 Journeyman, as used in this agreement, shall mean any person in the Skilled Trade Department who:
- a) is ~~presently~~ in the Skilled Trade Department
- 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. Journeyman card ~~along~~ with a Certificate of Qualification from the Ministry
- Section #6 - Any further employment into the Maintenance Department shall be limited to Journeyman or Apprentice. Any further employment into the Tooling Department shall be structured to achieve a 50 – 50 split between general machinists and tooling helpers.

SKILLED TRADES DEPARTMENT CONT'D

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 Journey person or Tool Room Journey person classification, the first to go shall be the least senior employee in the classification.

In the case of a lay-off in the Skilled Trade 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 Skilled Trade Department it is agreed that all the appropriate employees shall be trained in a timely manner so that they may become familiar with the necessary repair and maintenance techniques required.

b) Seven (7) days advance notice of the training will be provided and such training shall involve no loss of pay to the employee. The employee will also be reimbursed for reasonable travel and living expenses associated with this training through the regular Travel and Expense program of the company.

c) The Company will pay for tuition and books associated with an employee taking an education or up grade course provided the course is directly relate! to the employees' current job, the employee gets approval from his Manager and the plant HR Manager prior to taking the course, and the employee successfully completes the course.

Section #9 - In contracting out work, which is normally performed by the Skilled Trades 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 Skilled Trade 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 Skilled Trades Department 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

SKILLED TRADES DEPARTMENT CONT'D

Company shall entertain **suggestions** by the Union to do the work in house. **Where** an opportunity exists for a Company journey person to learn from an outside source and or provide input in terms of how best to put something new into the plant a journey person will be assigned to the work. **In applying this clause it is understood that the Company's trades are fully utilized before any contractors come in to do work.**

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 months work in the calendar year.

Section #11- The Company shall provide the special personal protective **equipment** required for the **employee** to **perform** the job safely (i.e. Welding Helmets and Welding Jackets). The Company will consider recommendation for **special protective equipment** from the J.H. & S. Committee and the Skilled Trades Committee.

20.05 The Skilled Trades Committee is comprised of three (3) company representatives one of whom will be the Human Resource Manager and three (3) skilled trades representatives, one of whom will be the plant chairperson. **A Regular monthly meeting will be held on the first Thursday of each month.** At either parties request a meeting will be scheduled within five (5) working days. Committee meetings will include information exchange and discussion on topics such as issues related to the apprenticeship program, trade jurisdiction[**includes any trade work done by supervisors, including any upcoming planned work**], outsourcing or subcontracting , and administrative matters like the tool program.

ARTICLE #21 **STATUTORY HOLIDAYS**

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

New Years Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

STATUTORY HOLIDAYS CONT'D

- b) The Company also recognizes four (4) floating Holidays which are to be observed during the Christmas shutdown period.
- c) The Company recognizes the employee's Birthday as a holiday.

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. Double time is applicable for an employee who works the Christmas Floaters and Christmas Shutdown days.

- b) All employees shall receive eight (8) hours pay for the above floating holidays.

21.03 For a statutory holiday (3) if a statutory holiday which occurs on a Sunday or Monday 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 employee's 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 on an hour for hour basis (ie. if an employee misses any hours on either the last scheduled work day before or the first scheduled work day after the holiday he forfeits the equivalent hours of stat 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.

STATUTORY HOLIDAYS CONT'D

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 Human Resources Manager 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 24th, 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.
- 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 In accordance with 21.06 any employee who does not work his full shift the last scheduled work day before the Christmas shutdown period shall forfeit statutory holiday pay on an equivalent hour for hour basis to what he did not work. Any employee who does not work his full shift the first scheduled work day after the Christmas shutdown period shall forfeit statutory holiday pay on an equivalent hour for hour basis to what he did not work.

21.09 If an employee works seven (7) months during the year or is currently working on twelve (12) hour shifts he shall be paid for the statutory holidays during the Christmas shutdown at the twelve (12) hour rate.

21.10 a) Employees shall be provided with one (1) holiday birthday during the agreement (effective October 1, 2001) and shall be paid eight (8) or twelve (12) hours (dependent on shift assignment) for such day, at their regular hourly rate (excluding shift premium and overtime). Weekend workers shall be paid eight (8) hours in lieu of the Birthday Holiday: following the pay period in which their birthday falls.

STATUTORY HOLIDAYS CONT'D

- a) If the employee's birth date is a regular day off, the **employee's** holiday shall be, the scheduled workday before or the **scheduled** workday after their birthdate.
- b) If the employee's birthdate is on a paid holiday the employee holiday will be the scheduled workday before or the scheduled workday after the paid holiday.
- c) A birthday occurring during Christmas shutdown or scheduled vacation **shall be paid without** holiday at the appropriate rate provided under this birthday holiday plan provision.
- d) In order for employees to qualify for such days, the following requirements must be **met**:
 - 1) The employee will be required to notify the personnel department on a form **provided by the Company**.
 - 2) The written notification must be submitted seven **(7)** calendar days in advance of the holiday the **employee** has chosen to takeoff.
 - 3) The employee must have one **(1)** year of seniority as of the date of birthday.

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.
- 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.

VACATION PAY AND ENTITLEMENT CONT'D

22.05

- a) Employees who have eighteen (18) 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.

- b) Employees who have twenty-eight (28) years of service as of June 30th in any year shall receive a vacation of six (6) weeks and shall be paid vacation pay at the rate of twelve percent (12%) of their previous years total earnings. Provided the employee has worked at least twelve hundred hours (1200) during the year, he shall receive as vacation pay six weeks pay at his straight time rate of pay, if this is greater than the 12% vacation pay.

YEARS OF SERVICE	LENGTH OF VACTION	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 18 years less a day	4 weeks	4 full weeks or 8% annual gross earnings
18 years to 28 years less a day	5 weeks	5 full weeks or 10% annual gross earnings
28 years and over	6 weeks	6 full weeks or 12% annual gross earnings

22.06

- a) The Company reserves the right to schedule up to two (2) consecutive weeks close down period for vacations. Such vacations shall be scheduled during the months of July or August, with notification to the employees at least ~~forty-five (45)~~ **forty-five (45)** days prior to the vacation period, but no later than ~~May 15th~~ **May 15th**. The Company shall schedule the first week in July as a mandatory vacation week. The vacation week may be cancelled by ~~Ma 15th~~ **Ma 15th**. The Company also reserves the right to schedule ~~one#~~ **one#** additional week of mandatory vacation during the months of July or August with notification to the employees by ~~May 15th~~ **May 15th**. Employees must use their accrued vacation during this period.

VACATION PAY AND ENTITLEMENT CONT'D

b) The Company additionally reserves the right to schedule one week close down period for vacation to be scheduled in conjunction with the Christmas shut down period. If such a shutdown is to occur, the Company shall post a notice to this effect no later than thirty (30) days before the shutdown is to occur. **Employees may use their accrued vacation during this 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 during the **May 15th to May 31st period of each year.** The Company shall finalize the list by **June 7th**. 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. Priority for July/August vacation requests will be given to employees who request, entire calendar week(s) first rather than single days with seniority consideration second.

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. Employees who schedule vacation and are approved with the list posted **June 7th** may not cancel as it affects more junior employees who may have requested the same date and have been denied. If they cancel the Company will allow employee to re-schedule only during non summer, slow production months **(outside of June, July or August)** at time convenient to the Company. **Employees who cancel for recognized emergency situations like substantiated medical reasons will be excused upon approval of the Human Resources Manager.**

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 **three (3) weeks** vacation each year. Any portion of the **mandatory vacation** that has not been requested or taken by March 15th of the current vacation year shall be scheduled by the Company by March 30th to be **taken by June 30th**.

Employees with greater than three (3) weeks of vacation entitlement may elect to have the additional weeks paid out. **Employees may schedule the additional weeks of vacation time as unpaid vacation time at a later date in the vacation year.** All employees must have **made their choice of** vacation period or payment (if eligible) by **May 30th** as per 22.07.

Employees shall receive the vacation pay for the mandatory portion of their vacation at the time the vacation is taken.

Vacation Pay and Entitlement Cont'd

Employees who have missed in total over a month of scheduled work due to any **combination** of layoff, approved leave of absence WSIB leave or Sickness & Accident leave during the vacation year may be paid out any remaining vacation entitlement minus time for the mandatory weeks in 22.06 rather than schedule the time off work. One week notice is required for payout under this clause. In addition employees who have met their mandatory three weeks may request vacation payout for hardship reasons rather than schedule the time off work. Such requests must be approved by the HR Manager.

22.10 a) General Vacation Scheduling

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. Where there are classifications with more than ten (10) employees on a crew (i.e. packers) twenty-five percent (25%) of those employees may be scheduled off at the same time for vacation purposes. The Company reserves the right to allow additional employees to be off if operating conditions permit.

b) July August Eight (8) Week Vacation Scheduling Rules

A vacation scheduling formula during the eight (8) week period of July and August will be available in two (2) week blocks so that an employee can request two (2) consecutive weeks of vacation. During July and August where there are more than ten (10) employees in the warehouse, operator and packer classifications on a crew thirty-three percent (33%) of those employees may be scheduled at the same time. Normal rounding rules will apply in determining the actual number of employees that can take vacation. In order to accommodate a maximum number of vacation requests and to maximize the request for two (2) consecutive weeks off during July and August no employee will be allowed to take more than two (2) weeks during the July/August period.

Employees who request whole calendar weeks off during the July and August period will be given priority over a more senior employee who requests only a single day(s) during July and August. **In the event of a conflict, the senior applicant will have the right to choose the entire week off rather than be denied the single day off.**

c) Single Vacation Day Requests

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 18 years less a day	10 Days
18 to 28 years less a day	13 Days
28 years or over	16 Days

Vacation Pay and Entitlement Cont'd

During the period of June 1st to September 30th, single days of vacation shall be limited to one (1) per month. All other vacation during their period must be taken in minimum periods of one week.

- 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, five (5) or six (6) 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" shifts on the three shift schedule shall receive a shift premium of fifty cents (0.50) per hour.
- b) All employees assigned to "C" shift, crew 3 and crew 4 on continuous shift schedule shall receive a shift premium of one dollar (\$1.00) per hour.

ARTICLE #24 **BENEFITS**

- 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 \$1.00 deductible card system shall be maintained with identical coverage as prior plan.

Vision Care:

Contact lenses, glasses, and replacement lenses as follows:

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.

BENEFITS CONT'D

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.

In addition, rescue safety glasses for employees within one year shall be a maximum in a 24 month period of \$225.00. If the prescription safety glasses are damaged while working, they shall be replaced/repairs at no charge to the worker.

Dental Benefits:

Dental expenses include 100% as specified in the following fee schedule subject to a \$500 early maximum for each insured member.

<u>EFFECTIVE</u>	<u>A FEE SCHEDULE</u>
JAN. 1 ST , 2003	2003
JAN. 1 ST , 2004	2004
JAN. 1 ST , 2005	2005
JAN. 1 ST , 2006	2006

Also effective January 1, 2004 employee dental recall appointments will be nine (9) months apart for adults while the employee's children will remain at the current six (6) month dental coverage.

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.

Weekly Indemnity:

Plan provides benefit of two-thirds of weekly earnings up to \$650.00 (maximum) payable on the first day of injury, hospitalization or outpatient 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.:

Life Insurance coverage

January 1 ST , 2004	\$57,500
January 1 ST , 2005	\$59,000
January 1 ST , 2006	\$60,500
Spousal life	\$10,000.
Dependent life	\$5,000

BENEFITS CONT'D

Long Term Disability:

Effective January 1, 1997, Plan provides benefit of threequarters (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 2000, plan shall provide Orthotic insoles, one pair per year, prescribed by a doctor, up to a maximum of \$250.00 per year.

Benefit Additions/Changes

Effective January 1, 2000 benefits to include:

1. Same Sex Coverage
2. Smoking Cessation
3. Chiropractic \$250/year with no line to OHIP
4. Optional Life Insurance

24.02 Effective **September 30, 2003** Company contributions to the Canada Wide Industrial Pension Plan shall be at the rate of **one dollar three cents (\$1.03) per compensated hour**, and effective **September 30, 2004** the contribution will be **one dollar and twelve cents (\$1.12)** and effective **September 30, 2005** the contribution will be **one dollar and twenty one cents (\$1.21)**.

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

- a) **anyone who is deemed to be working, whether it be at training or schooling that is work related (i.e. safety training, skills upgrading, etc.) shall have those hours contributed into CWIPP. This is also to include apprentices.**
- b) **Any worker who is receiving WSIB benefits, handicapped or disabled, shall have up to one complete service unit credited to the company in any year that the worker missed either one year from work or**
- c) **Employees will be required to retire, as per current legislation, on the first day of the month following age 65.**

BENEFITS 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 Supplemental Benefit Plan

a) The Company agrees to provide for each hourly paid employee a layoff benefit plan to provide some wage protection during Employment Insurance waiting periods and to increase benefits while on Employment Insurance. In order to be entitled to benefits under the Supplemental Benefit Plan an individual must have been an employee of the Company for a minimum period of twelve (12) months.

- 1) This Supplemental Unemployment Benefit (SUB) plan is established pursuant to Section 37 of the Employment Insurance (EI) Regulations.
- 2) The effective date of this plan is October 1, 2002 or such later date if acknowledgement of this plan by Human Resource Development Canada (HRDC) is later.
- 3) HRDC Canada will be notified in writing of any changes to this plan within thirty (30) days of the effective date of such changes.
- 4) The company shall notify HRDC Canada of the Revenue Canada remittance of business number for which EI premiums are remitted for this group.
- 5) The Company shall notify HRDC Canada of the number of employees covered by this SUB plan.

SUPPLEMENTAL BENEFIT PLAN CONT'D

b) Layoff benefits

SUB plan benefits will only be paid in the case of unemployment caused by a temporary stoppage of work.

- 1) An employee that meets the above service requirements shall be eligible to receive during layoff, up to four (4) weeks pay calculated at the rate of one hundred dollars (\$100.00) per work week. for an employee with over twelve (12) months service, one (1) week's layoff benefit shall be added for each three (3) months of service in excess of the Initial twelve (12) months. Examples of these payments are set out in the schedule which follows:
- 2) An employee must have been on layoff for a work week in order to trigger payment under this plan which shall be calculated from the first day of layoff.
- 3) During the lay-off period, the employee must report to the Company if he or she starts another job.

- c) When an employee who has been receiving benefits under the provisions of this Article returns to work, he/she shall be required to work thirty (30) working days before becoming entitled to receive such benefits for a successive time.

d) SCHEDULE OF BENEFITS

Service	Maximum Entitlement	Maximum Lay-Off Benefit
Over 1 year	4 weeks	\$ 400.00
Over 1 year, 3 months	5 weeks	\$ 500.00
Over 1 year, 6 months	6 weeks	\$ 600.00
Over 1 year, 9 months	7 weeks	\$ 700.00
Over 2 years,	8 weeks	\$ 800.00
Over 4 years,	16 weeks	\$1,600.00
Over 5 years,	20 weeks	\$2,000.00
Over 8 years,	32 weeks	\$3,200.00
Over 10 years	40 weeks	\$4,000.00

- e)
- 1) Lay-off benefits are paid out of current revenue.
 - 2) A laid off employee must file a claim for Employment Insurance benefits and provide documented proof to the Company that they have applied for and are in receipt of EI benefits in order to receive payments under the plan).
 - 3) A laid off employee who is disqualified or disentitled under the Employment Insurance Act will also be disqualified from benefit under the lay-off plan,

SUPPLEMENTAL BENEFIT PLAN CONT'D

unless such ineligibility for Employment Insurance Commission Benefits is due to:

- i) an insufficient period of work prior to his/her lay-off in employment covered by the Employment Insurance Act;
 - ii) a limit under the Employment Insurance Act of the period of time for which unemployment insurance benefits are payable to the applicant;
 - iii) a waiting period under the Employment Insurance Act in excess of one (1) week.
- 4) Payments of guaranteed annual remuneration, deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan as specified in Subsection 37(2)(i) of the EI Regulations.
- 5) A separate record of SUB payments will be kept by the Company.

ARTICLE #25 CLASSIFICATIONS AND WAGES

25.01 a) Reflecting current rates as of September 30, 2003 recognizing that 20 cent has been added to the Skilled Trades rates.

Skilled Trades Department

CLASSIFICATIONS

REGULAR

**Journey person-Industrial Electrician
Apprentice**

\$29.11

Step 5 (7201-9000hrs) - 95%

\$27.65

Step 4 (5401-7200hrs) - 90%

\$26.20

Step 3 (3601-5400hrs) - 80%

\$23.29

Step 2 (1801-3600hrs) - 70%

\$20.38

Step 1 (0-1800 hrs) - 60 %

\$17.47

**Journey person-Industrial Mechanic Millwright
Apprentice**

\$26.84

Step 4 (6001-8000 hrs) - 90%

\$24.16

Step 3 (4001-6000hrs) - 80%

\$21.47

Step 2 (2001-4000hrs) - 70%

\$18.79

Step 1 (0-2000 hrs) - 65%

\$17.45

CLASSIFICATIONS & WAGES CONT'D

<i>Journey person-General Machinist Apprentice</i>	\$25.18
<i>Step 4 (6001-8000hrs) - 90%</i>	\$22.66
<i>Step 3 (4001-6000hrs) - 80%</i>	\$20.14
<i>Step 2 (2001-4000hrs) - 70%</i>	\$17.63
<i>Step 1 (0-2000hrs) - 65%</i>	\$16.37

Production Department

<u>CLASSIFICATION</u>	<u>REGULAR</u>
<i>Lead Hand Operator</i>	\$23.97
<i>Lead Hand Assist Operator</i>	\$23.44
<i>Operator</i>	\$22.47
<i>"A" Trainee</i>	\$22.14
<i>"B" Trainee</i>	\$21.83
<i>"C" Trainee</i>	\$21.50
<i>Blender</i>	\$22.47
<i>Blender A Trainee</i>	\$22.14
<i>Blender B Trainee</i>	\$21.83
<i>Quality Control</i>	\$22.47
<i>Production Fork-lift Driver</i>	\$22.33
<i>Grinder / Forklift</i>	\$21.83
<i>Material Handler</i>	\$21.83
<i>Production / Tooling Helper</i>	\$21.83
<i>Grinder</i>	\$21.17
<i>Packer</i>	\$21.17

CLASSIFICATIONS & WAGES CONT'D

Warehouse Department

<u>CLASSIFICATION</u>	<u>REGULAR</u>
Shipper	\$23.53
Assistant Shipper	\$22.36
<i>Warehouse/Forklift</i>	\$21.83
<i>Warehouse/Palletizing</i>	\$21.17
<i>Warehouse/Promo</i>	\$21.17
<i>Warehouse/Person</i>	\$21.17

New Hire Rates

<u>(Packer, Grinder, Warehouse/Promo)</u>	<u>Warehouse/person,</u>	<u>Warehouse/Palletizing,</u>
Level I (95%)	(30 to 36 months)	\$20.11
Level 2 (90%)	(24 to 30 months)	\$19.05
Level 3 (85%)	(18 to 24 months)	\$17.99
Level 4 (80%)	(12 to 18 months)	\$16.93
Level 5 (75%)	(6 to 12 months)	\$15.88
Level 6 (70%)	(91 days-6 months)	\$14.82
level 7 (70% - \$.25)	(1-90 days)	\$14.57

New Hires

- b) New employees hired by the Company in the classifications of packer, grinder, warehouse/person, warehouse/palletizing, and warehouse/promo shall be paid as follows:
- i) Level VII: Probationary period of 90 calendar days from first day worked to be paid at Level VI rate less twenty five cents (\$.25) per hour.
 - ii) Level VI: 91st calendar day up to 6 months from date of hire to be paid at 70% of regular rate for that classification.

CLASSIFICATIONS & WAGES CONT'D

- iii) Level V: 6-12 months to be paid at 75% of regular rate for that classification.
- iv) Level IV: 12-18 months to be paid at 80% of regular rate for that classification
- iv) Level, III: 18-24 months to be paid at 85% of regular rate for that classification
- vi) Level, II: 24-30 months to be paid at 90% of regular rate for that classification
- vii) Level I: 30-36 months to be paid at 95% of regular rate for that classification
- viii) Beginning on the first full work week following their 3rd 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.

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, 1992 Statistics Canada. C.O.L.A. premium increases shall be implemented at the rate of \$.01 for each increase of .072 in the index. The cost of living increase shall be added into the wage rates as payments occur. Anyone hired after October 1ST shall be paid on the basis of a (b).

COST OF LIVING CONT'D

Month of Increase

Based on Increase in Index

	<u>From</u>	<u>To</u>
October, 2003	June, 2003	September, 2003
January, 2004	September, 2003	December, 2003
April, 2004	December, 2003	March, 2004
July, 2004	March, 2004	June, 2004
	<u>From</u>	<u>To</u>
October, 2004	June, 2004	September, 2004
January, 2005	September, 2004	December, 2004
April, 2005	December, 2004	March, 2005
July, 2005	March, 2005	June, 2005
	<u>From</u>	<u>To</u>
October, 2005	June, 2005	September, 2005
January, 2006	September, 2005	December, 2005
April, 2006	December, 2005	March, 2006
July, 2006	March, 2006	June, 2006

ARTICLE #27 DURATION AND TERMINATION

- 27.01 This agreement shall continue in effect until midnight **September 30, 2006** 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 **September 30, 2007**, 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

TECHNOLOGICAL CHANGE CONT'D

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.

ARTICLE #29 TRANSFERS OF OPERATIONS AND JOB SECURITY

29.01 In the event the Company moves any or ail of its operations to a new location within Ontario, the employees affected will have the right to transfer to the new location. Further, this contract will apply and will remain in full force and effect at the new location within Ontario and none of its rights and obligations will be varied.

29.02

- a) All production, maintenance, packaging, shipping, and warehousing operations currently performed on the premises shall continue to be performed by bargaining unit members whether they remain on the premises or off site.
- b) It is understood and agreed that for the life of this agreement there shall be no reduction in the work force as a result of any outsourcing.

Signed this 11th day of October, 2003

FOR THE COMPANY



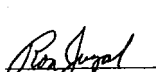
Greig Charlton

Ron Masson



Terry Modre

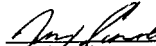
FOR THE UNION



Ron Joyal



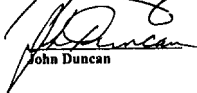
Chris Kulbaba



Jerry Connolly



Brendan Eggs



John Duncan



Mike Deane

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 "E"

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.

2003 1st Floater Wednesday, December 24th
 Christmas Day Thursday, December 25th
 Boxing Day Friday, December 26th
 2nd Floater Saturday, December 27th
 3rd Floater Sunday, December 28th
 4th Floater Monday, December 29th
 Shutdown Day Tuesday, December 30th
 Shutdown Day Wednesday, December 31st
 New Years Day - 2004 Thursday, January 1st

2004 1st Floater Friday, December 24th
 Christmas Day Saturday, December 25th
 Boxing Day Sunday, December 26th
 2nd Floater Monday, December 27th
 3rd Floater Tuesday, December 28th
 4th Floater Wednesday, December 29th
 Shutdown Day Thursday, December 30th
 Shutdown Day Friday, December 31st
 New Years Day - 2004 Saturday, January 1st

APPENDIX "B" CONT'D

2005	1 st Floater Christmas Day Boxing Day 2 nd Floater 3 rd Floater 4 th Floater Shutdown Day Shutdown Day New Years Day- 2004	Saturday, December 24 th Sunday, December 25 th Monday, December 26 th Tuesday, December 27 th Wednesday, December 28 th Thursday, December 29 th Friday, December 30 th Saturday, December 31 st Sunday, January 1 st
2006	1 st Floater Christmas Day Boxing Day 2 nd Floater 3 rd Floater 4 th Floater Shutdown Day Shutdown Day New Years Day - 2004	Friday, December 24 th Saturday, December 25 th Sunday, December 26 th Monday, December 27 th Tuesday, December 28 th Wednesday, December 29 th Thursday, December 30 th Friday, December 31 st Saturday, 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:

2003

Thanksgiving Day October 13th

2004

Good Friday	April 09 th
Easter Monday	April 12 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

APPENDIX "C" CONT'D

2005

Good Friday	March 25th
Easter Monday	March 28th
Victoria Day	May 23rd
Canada Day	July 1st
Civic Holiday	August 1st
Labour Day	September 5th
Thanksgiving Day	October 10th

2006

Good Friday	April 14th
Easter Monday	April 17th
Victoria Day	May 22nd
Canada Day	July 1st
Civic Holiday	August 7th
Labour Day	September 4th
Thanksgiving Day	October 9th

APPENDIX "D"

WEEKEND WORKER - (WAREHOUSE DEPARTMENT)

1. Hours of Work with No Shift Rotation
 - 2 x 12 hour shifts Saturday and Sunday
 - 1 x 30 minute paid meal break per shift
 - 2 x 15 minute paid breaks per shift
 - Weekend Worker Shift 1 - Friday 11:30 pm – Saturday 11:30 am
Saturday 11:30 pm – Sunday 11:30 am
 - Weekend Worker Shift 2 - Saturday 11:30 am – Saturday 11:30 pm
Sunday 11:30 am – Sunday 11:30 pm

2. Pay
 - (a) Twenty (20) hours pay per shift worked
 - (b) I.e. Forty (40) hours pay per weekend
 - (c) Pay to include base rate plus COLA.

3. Weekend Vacancies
 - Whenever a vacancy occurs on a weekend shift, it will be filled from within the work unit in accordance with the following sequence;

APPENDIX "D" CONT'D

- (a) Weekday workers in the same classifications,
- (b) Any subsequent vacancy will be posted and filled in accordance with Article 12.

Employees who are involuntarily transferred from a weekend shift to a weekday shift due to the reduction of weekend requirements, will have ninety (90) day rights to a weekend shift providing the employee had enough seniority to remain in the classification.

Transfer to a weekend worker schedule will be offered first to the senior person in the classification and if necessary assigned to the junior person in the classification.

From an overtime perspective, employees will be deemed to have transferred to the weekend, on the Monday prior to the weekend that they commence weekend work.

- 4. Vacation & Vacation Pay
One (1) weekend (twenty-four (24) hours) to equal one (1) week's vacation.
- 5. Plant Holidays
A weekend not worked is the equivalent to five (5) holidays. Any balance of negotiated holidays will be paid based on eight (8) hours at the normal pay rate per holiday. Recognized holidays for this contract are observed during the Monday to Friday period and not on either Saturday or Sunday.
- 6. S & A and L.T.D.
 - a) L.T.D. – no change
 - b) S & A – the wait period of forty (40) hours equates to one weekend for weekend workers, At that point the S & A plan for sickness begins. For purposes of calculating the forty (40) hour waiting period one (1) hour of regular work time missed due to sickness equates to 1 2/3 hours.
- 7. Pension Plan
Hours calculated as regular hours paid on weekend instead of hours worked plus hours worked during the week if applicable at the rate and maximum hours in accordance with Article 24.02.
- 8. Jury Duty
If pay is lost due to Jury duty, then the Company will make up the lost pay as outlined in 16.04.

APPENDIX "D" CONT'D

9. Bereavement Pay
If pay is lost due to bereavement then the Company will make up the pay as outlined in **16.03 a)**, i.e. provided time off is necessary for attendance at funeral or for making funeral arrangements. **A three (3) day leave** noted under **16.03 a)** will equate to one weekend of forty (40) paid hours for the weekend worker and a one (1) day leave of absence will equate to one shift of eighteen (18) hours of pay. In all cases bereavement leave will be limited to one (1) weekend.
10. Who Works Available Overtime
Weekend Overtime and weekday overtime offered by plant-wide O.T. Equalization.
11. The probationary period for a weekend worker will be eight (8) weekends worked and will be the equivalent of ninety (90) calendar days. For the purposes of clause **12.05**, the twenty-one (**21**) day period will be considered to be three (3) weekends.
12. In accordance with clause 13.14 which deals with employees reporting for scheduled work the equivalent time will be ~~ten~~ (10) hours rather than the four (4) hours noted in the clause.
13. For purposes of calculating payments to the paid education leave fund, the assessment will be based on compensated hours as per clause **16.05** of the agreement.
14. Weekend Worker Shift Change
It is recognized that weekend workers should use vacation where possible, to allow for weekends off. However, for special occasions, a weekend worker may change with a weekday worker.

Since this is a voluntary change, in no case would either employee be eligible for premium pay for the regularly scheduled hours. Unless this change is made within the same pay period, there will be a disruption in pay.

A maximum of two (2) shift changes per weekend worker per year will be granted and only one (1) weekend worker per shift may change with a weekday worker. This arrangement must not result in an employee working more than twelve (12) consecutive hours or having less than eight (8) hours between shifts or an employee working more than seven (7) consecutive days of work.
15. The Company will meet with the Union Plant Committee to discuss problems that may arise.

APPENDIX "D" CONT'D

16. Discipline in regards to a weekend worker shall follow the punitive structure equivalent to the corrective action process. For example if an 8 hour suspension is to be served, the suspension shall be equivalent to 8 paid hours, and time served shall reflect this. (i.e. "5" hours from work, 8 hours from pay -14, 5 hours from work, 24 hours from pay + 24 hours from work, 40 hours from pay).

Memorandum of Agreement • Index

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Skilled Trades Letters of Intent

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Memorandum of Agreement – General Letters

Letter#1

September 23, 1999

MODIFIED SEPTEMBER 4, 2002

Re: Short term and long term disability and WSIB.

An employee eligible to receive benefits under Short Term Disability will have his wages maintained up to the level of entitlement of the plan providing that the employee meets the requirements of the STD plan and cooperates fully with the provisions of the return to work program when medically cleared to do so by his/her doctor. Employees will be paid no later than two (2) weeks from the date of their claim.

An employee eligible to receive benefits under WSIB, who also meets the requirement of the Plant Return to Work Program, will have his/her wages maintained. Employees will be paid no later than two (2) weeks from the date of their injury claim date.

For LTD claims the payment is through the benefit carrier and the Company would advance the payment should there be any delay from the carrier greater than fourteen (74) days. In return the employee agrees to repay the company any payment advanced to the employees.

Should the Company believe an employee's absence qualifies for STD, but the employee believes it should qualify for WSIB, the Company will process the claim under the STD plan provided the employee cooperates as noted in the first paragraph of this letter, and he/she signs a promissory note to reimburse the company for the STD payments should the employee qualify and receive WSIB for the same time period.

Letter # 2

September 17, 2003

Re Protective Clothing and Equipment in Warehouse:

It is agreed the Company will complete an energy audit this fall and take appropriate action to ensure the Warehouse is insulated where possible, the negative air pressure problem is reined, and appropriate heating is available to conform to all applicable legislation and standards for such a facility.

Should employees be required to work in areas that are consistently below minimum legislative standards for temperature, other options including streamer curtains, heaters, etc. will be explored. Prior to any Company purchase of clothing, trials will be conducted with warehouse staff to ensure it is applicable. The results of the trials will be reviewed and agreed by the JEH&SC prior to final purchase.

Regarding appropriate high visibility clothing for the Warehouse, prior to April 1, 2004, alternatives to today's present shirts will be explored including reflective suspenders, vests, and/or other types of shirts. Such review will be completed by no later than May 24, 2004. Should an alternative appear appropriate a two-week trial will be conducted involving warehouse employees required to wear such clothing. The results of the trials will be reviewed and agreed by the JEH&SC prior to final purchase.

Memorandum of Agreement – General Letters *Cont'd*

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*.

Letter #4

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.

Letter #5

September 4, 2002

Re: **Harassment Free Workplace**

The Company, Union, and each employee working within this plant want and have the right to work in an environment free of harassment. This harassment by definition, is not limited to, race, ancestry, citizenship, creed, sex, age, place of origin, sexual orientation, religion, handicap, verbal or physical threats, Insults, intimidation and personal characteristics or personal circumstances.

Every individual employee has the responsibility to avoid acts or omissions implied or explicit that suggest a form of harassment of another employee within the workplace. **Everyone** must ensure that harassment is not condoned or tolerated in a way that undermines an employee's individual dignity, or creates an intimidating, hostile or offensive environment.

Employees will report any issue according to the Plant's harassment policy. The Company will investigate as confidentially as possible the allegation of harassment, and will evaluate the conduct and the context of the behavior, and will take appropriate action up.

This letter reflects the company and union principles and policy against harassment in the workplace. **As** leaders in the plant **we** will ensure that we set the proper example.

Memorandum of Agreement – General Letters *Cont'd*

Letter # 6

September 4, 2002

Re: Internet & Electronic Communication

All employees are reminded to use company computers and communication tools responsibly. They must ensure they are familiar with policies that relate to electronic communication (i.e. e-mail, internet telephone, and intercom).

Memorandum of Agreement – Skilled Trade Letters of Intent

Skilled Trades Letters of Intent

Letter #1

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.

Letter #2

September 24, 1999

Re: *Apprentice Hiring*

The company is committed to hire one (1) new Apprentice during the first year of this contract agreement.

Letter #3

September 4, 2002

Re: *Apprenticeship Standards & Journeyperson Certification Process*

The Company agrees to adopt the modified CAW Apprenticeship Standards as jointly agreed at negotiations on September 4, 2002. The Company further agrees to add the Procedure for Final Certification (which had been previously agreed to by the Skilled Trades Committee) to the Plant Apprenticeship Standards.

Memorandum of Agreement – Skilled Trade Letters of Intent Cont'd

Letter #4

September 4, 2002

Re: Work Across Trades

The Company agrees to have the Skilled Trades Committee to develop a detailed list of tasks that will be done by millwrights and electricians as well as some basic tasks that will be done by either trade.

Such list of tasks shall be completed by October 15, 2002 unless mutually agreed to by the Company and the Union to extend this deadline. Once developed and agreed to by the Skilled Trades Committee the Company will use the list to ensure work is assigned and completed by the appropriate trade.

Company agrees to use same process to define student duties in maintenance and tooling.

Letter # 5

September 5, 2002

Re: Maintenance Work Review Process for the Installation of Equipment

The Company looks at various options when sourcing new equipment and may lease, rent or buy based on the best business case for the Company to remain competitive. Should any option include provisions to have the current maintenance done by the Skilled Trades phased out, (for example through an outside maintenance contract) the Skilled Trades Committee will have an opportunity to review and provide input prior to the decision being made.

The Maintenance Work Review Process will include the following:

1. Planning – Plant management shall meet semi-annually with the Skilled Trades Committee to discuss any new work that may be applicable to the plant operation. Topics may include any of the following, the projected work loads regarding the installation, construction plans, maintenance, repair, service and warranty work of existing or new equipment, facilities and the fabrication of tools, dies, jigs, patterns and fixtures.
2. Information – Regular Skilled Trades Meetings will be conducted in advance to convey all available information on the nature of the new work, including plans and the number of trade persons required to perform the work. Regularly contracted work will be communicated on annual basis.

Memorandum of Agreement – Skilled Trade Letters of Intent Cont'd

Letter # 5 Cont'd

3. Layoff-Recall - When skilled trades employees are on layoff and the company is considering contract work, which the laid off employee customarily performs, then the laid off Vytec skilled trades employees will be given first priority for the work provided they can perform the available work.
4. Full Utilization – Company practice is to fully utilize its own employees in maintenance skilled trades classifications in the performance of maintenance and work agreed to by the Skilled Trades Committee. Company practice prior to assigning maintenance work also includes consideration to ensure warranties will not be voided if in house staff perform the work, that time frames to complete the planned work can be met as well as existing regular work continues to be met, and overall costs are neutral or cheaper by doing work in house.
5. Exclusions – It is recognized that some specialized work will be done by outside contractors such as work on the blender, chillers and compressors however this will still be part of the regular communication with the Skilled Trades Committee.

Letter # 6

September 4, 2002

Re: Toolbox Storage in Skilled Trades Department

It is agreed that no toolboxes other than those belonging to members of the Skilled Trades Department will be stored in the Skilled Trades Department unless there is mutual agreement by the Skilled Trades Committee to do otherwise.

Letter # 7

September 4, 2002

Re: Use of Temporary Staff in Skilled Trades

It is agreed the Company will continue to employ employees who work a regular, full time work week, in the Skilled Trades Department for the duration of this agreement. This does not preclude the Company from employing students and/or contractors in the Skilled Trades Department as outlined in this Collective Agreement.