

COLLECTIVE AGREEMENT

BETWEEN

**VENTRA PLASTICS - WINDSOR
A DIVISION OF VENTRA GROUP INC.**



VENTRA

AND

**NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF CANADA, C.A.W. AND
ITS LOCAL 195**



MARCH 1, 2004 - FEBRUARY 28, 2007

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COLLECTIVE AGREEMENT

Between

**VENTRA PLASTICS - WINDSOR
A DIVISION OF VENTRA GROUP INC.**
(Hereinafter referred to as the "Company")

-And -

**NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
CANADA, C.A.W. AND ITS LOCAL 195**
(Hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

1.1 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for prompt and equitable disposition of grievances.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Union acknowledges that it is the exclusive right and function of the Company subject to the provisions of this agreement to operate and manage its business in all respects in accordance with its commitments and responsibilities, to direct its work force and, without limiting the generality of the foregoing to:

- (a) Maintain order, discipline and efficiency among its employees.
- (b) Hire, layoff, recall, retire, classify, transfer, promote and demote its employees as necessary.
- (c) Manage the enterprise in which the Company is engaged, manage the plant and shop, determine the work to be performed, the methods to be followed, schedules of production, kinds and locations of machines and tools to be used, the engineering designing and materials required for production and control all materials and operations pertaining to the enterprise.
- (d) The termination of a probationary employee for unsuitability shall be considered as just cause unless the termination is contrary to the provisions of the Ontario Human Rights Code, or if the termination is *arbitrary*, discriminatory, or in bad faith. This shall constitute a lesser standard for the purposes of the Ontario Labour Relations Act.
- (e) Suspend, discharge and otherwise discipline seniority employees for just cause.
- (f) The Company agrees that it will not exercise its Management rights for the purpose of restricting or limiting the rights of the employees herein granted.

ARTICLE 3 - SCOPE AND RECOGNITION

3.1 The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees of Ventra Plastics - Windsor employed in the Province of Ontario, save and except office and sales staff, foreperson, persons above the rank of foreperson, persons regularly employed for not more than twenty-four (24) hours per week, and

students employed during the school vacation period.

- (a) Students, persons employed less than twenty-four (24) hours per week and excluded personnel shall not perform duties which are normally performed by bargaining unit employees.

3.2 The Company will supply the Union with a list of the management and any other persons with authority and will indicate by appropriate job titles the nature and extent of their authority and will keep such list up-to-date at all times.

ARTICLE 4 - UNION SECURITY

4.1 Each probationary employee shall become a member of the Union immediately on their hiring and will be required to continue to be a member of the Union as a condition of their employment.

4.2 The Company shall deduct from the pay of each employee who is a member of the Union or is a probationary employee monthly dues, initiation fees, other assessments and dues authorized by the Constitution and By-Laws of the Union.

4.3 (a) The sums deducted as above together with a record of those employees from whose pay deductions have been made and the amounts of such deductions shall be remitted by the Company to the Financial Secretary of the appropriate Local by the 10th of the month following the end of the month in which the deductions were made. The remittance shall be by cheque.

- (b) (i) A list of the total Union dues deducted from each employee during a calendar year will be submitted

to the Financial Secretary of the Union by no later than March 1st in each year.

- (ii) Union dues will be deducted from regular pay and Vacation pay.
- (iii) The monthly Union dues list submitted to the Financial Secretary will also show the name of each employee from whose pay deductions for Union dues or assessments have not been made and the reason why deductions have not been made (illness, W.S.I.B., leave of absence, etc.).

4.4 The recording in the books of the Company of the amounts so deducted shall constitute such amounts as monies held by the Company in trust for the appropriate Local.

4.5 Any dispute as to an alleged breach of the provisions of this Article or as to the interpretation of any of the terms or conditions thereof shall be dealt with under Article 8.

4.6 At the time T-4 Income Tax slips are issued to employees a list showing the address on record of each employee will be sent to the Financial Secretary of the Union. The Union will be notified on a monthly basis of any employee change of address.

4.7 The Union agrees to save the Company harmless from any action growing out of these deductions and commenced by any employee against the Company and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Local Union.

4.8 The monies referred to in this Article are to be held in trust by the Company. These monies cannot be used in any fashion by the

Company or its agents or any agents acting on behalf of its creditors. The sole and exclusive role of the Company is to deduct the monies and hold them in trust until such time as they are remitted to the Union in accordance with this Collective Agreement.

ARTICLE 5 - COPY OF AGREEMENT

5.1 The Company will provide a collective agreement in pocket size to all seniority employees within three (3) months of ratification and twenty-five (25) copies to the Shop Committee and twenty-five (25) copies to the National Union. The Company will supply all seniority employees with brochures from the insurance Companies providing health and welfare benefits outlining the scope of the benefits. The collective agreement will be printed in a union shop.

ARTICLE 6 - NO DISCRIMINATION

6.1 In continuance of the policy established and maintained since the inception of their collective bargaining relationship the Company and the Union agree that there will be no discrimination against any employee because of race, ancestry, place of origin, political affiliation, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap or because of his or her membership or position in the Union.

6.2 Harassment in the Workplace

The Union and the Company recognize the problem of sexual and racial harassment in the workplace and are committed to ending it. Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects.

It is an expression of perceived power and superiority by the harasser(s)

over another person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, sexual preference, disability, political or religious affiliation, or place of national origin.

Harassment on any of these grounds can be made the basis of a complaint to most provincial and federal human rights commissions.

Harassment can be defined as any unwelcome action by any person, in particular by management or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades.

"Unwelcome" or "unwanted" in this context means any actions which the harasser knows or ought to know are not desired by the victim of the harassment.

Sexual harassment is any unwanted attention of sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore, the victim of harassment may not always feel comfortable going through the normal channels for resolving such a problem.

Because of the sensitive, personal natures of harassment complaints, especially racial and sexual harassment, the victim may prefer initially to

seek other assistance. This could be by any local Union elected person or official, including members of the women's committee, human rights committee and affirmative action committee. This person could assist the harassment victim in bringing the incident(s) to the attention of the local Union leadership.

The local Union president and the unit chairperson must contact the CAW national representative, and if necessary, they will meet with a senior Company representative(s) to carry out an investigation. The issue must be handled with confidentiality, and is to be resolved within 10 working days of notifying the unit chairperson and local Union president.

Any resolution of a harassment complaint must reflect the serious nature of such acts and send a clear signal that they will not be tolerated.

ARTICLE 7 - SHOP COMMITTEE

7.1 The Company acknowledges the right of the Union to appoint, or otherwise select from the plant's union membership, a Shop Committee-- comprised of one (1) Chairperson and two (2) Committeepersons, and the Company will recognize the said committee for the purpose of handling any grievance, or any matter properly arising from time to time. The Company also agrees that due to growth in the workforce, when we reach 251 employees that a third Committeeperson will be added and an additional Committeeperson for each 100 employees after that. The Company also agrees to recognize the appointment or election of a Union Steward for each shift. Each committeeperson at the time of their appointment shall have at least twelve (12) months' seniority with the Company, unless otherwise agreed by the Shop Committee and the Company, but this requirement shall not apply to Union Stewards. The Company will recognize an alternate committeeperson on the afternoon

shift and midnight shift or when a regular Committee person is not available on the day shift. An alternate committee person on afternoons and midnights will be allowed to leave their regular duties for a reasonable length of time to investigate and present grievances and for the purpose of representation during their working hours, without loss of time or pay. Such permission will not be unreasonably denied by the Company, but in no event longer than one-half hour from the request.

In the event the manpower requirements in any departments exceed 15 Union personnel, per shift, the Union will have the right to appoint a Union Steward in that department which must be one of the employees from that department and shift.

7.2 National and/or local representatives of the Union may be present and participate in any meetings of the Shop Committee and the Company.

7.3 (a) The Union recognizes and agrees that members of the Shop Committee have regular duties to perform in connection with their employment. The Committee, with the approval of their Foreman, shall be permitted with reasonable promptness, during their working hours, without loss of time or pay, to leave their regular duties for a reasonable length of time to investigate and present grievances, and for the purpose of representation, subject to a maximum absence from their regular duties of 12 hours total in any one day. The Committee shall work the day shift only. For each additional representative 4 hours will be added to the above 12.

Alternate committee persons on the afternoon and midnight shift will be allowed one (1) hour per shift for union business as described in this Article.

- (b) The time allowed shall not include time spent in meetings at the direction of the Company.
- (c) If the Union Committee is to be absent for the day attending to Union business the Union Steward for the day shift would be allowed the maximum of 4 hours for union business in that day.

7.4 The Shop Committee on the third Friday of each month shall be paid for 8 hours, during which time they are allowed to attend at their respective Union Hall for Union business pertaining to Ventra Plastics - Windsor.

7.5 (a) In accordance with this understanding, the Company will compensate such employees for the time spent during their working hours in dealing with grievances and contract negotiations at their regular rate of pay. Any dispute arising from the above may be subject matter of the grievance procedure. The Company will also compensate the Union Committee for up to three (3) days for contract proposal preparation.

- (b) If at the request of the Company it becomes necessary for any or all of the committee members to stay past their normal quitting time the Company will pay for such time at the employee's applicable overtime rate.

- 7.6 The Union agrees to supply the Company with the names of Committee People and Stewards and to keep such list up-to-date at all times.
- 7.7 The Union Shop Committee and the Company representatives shall meet once each week providing there is business for their joint consideration or at such other times as may be mutually agreed on. Necessity for a meeting will be indicated by a letter or note from either party to the other party containing an agenda of the subjects to be discussed, not less than twenty-four (24) hours prior to the scheduled meeting.
- 7.8 Members of the Shop Committee will be retained in the employ of the Company during their respective terms of office notwithstanding their positions on the seniority list, so long as work is available which they are qualified and willing to perform.
- 7.9 The Company agrees to paid leave for Union personnel for up to 24 hours per year-accumulated time for Union approved seminars and education purposes.
- 7.10 The Company will continue to provide the Union with an office, a table, chairs, computer to include printer upgrade from printer that was in use at ratification date, two (2) telephones with answering machine and filing cabinet with lock as per present practice.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.1 Any complaint or cause for dissatisfaction, arising between the employee and the Company shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the following procedure.

Step 1. Any employee having a grievance shall first discuss same with the shift foreperson in the presence of a committeeperson/steward. The shift foreperson will forward a decision within twenty four (24) hours and if the decision of the foreperson is not satisfactory to the employee, a grievance shall be submitted in writing to the Manufacturing Manager (or designate) by the employee and/or the Union within three (3) working days of the cause of the grievance. Any employee having a grievance with the shift foreperson, may bypass part of “Step 1” and submit the grievance to the Manufacturing Manager (or designate) within two (2) working days of the cause of the grievance.

Step 2. The Manufacturing Manager (or designate) shall deal with grievance and deliver the answer in writing to the employee or the Union not later than the fifth working day following the day upon which the Manufacturing Manager (or designate) received the grievance.

Step 3. If the decision of the Manufacturing Manager (or designate) is not satisfactory to the employee concerned and/or the Union, the Chairperson of the Shop Committee within five (5) working days, may request a meeting with the Human Resources Manager (or designate). The Human Resources Manager (or designate) will meet with the Committee within ten (10) working days. The Human Resources Manager (or designate) will answer in writing to the Union, within five (5) working days following this meeting.

Step 4. If the decision of the Human Resources Manager (or designate) is not satisfactory to the employee concerned and/or the Union, the Chairperson on the Shop Committee within five (5) working days, may request a meeting with the General Manager (or designate). The General Manager (or designate) will meet with the Committee (and the National Representative if the Union so chooses) within ten (10) working days.

The General Manager (or designate) will answer in writing to the Union, within five (5) working days following this meeting.

8.2 The time limits expressed in this Article may be extended by mutual agreement of the parties in writing. The failure of either the Company or the Union to meet the time limits prescribed in this Article will result in the grievance being ruled in favour of the other party on a non-precedent setting basis. The time limits pursuant to this Article will commence at the time the grievance is delivered to the Manufacturing Manager (or designate).

ARTICLE 9 - ARBITRATION

9.1 If Management's decision is not satisfactory to the Union written notice of appeal may be served by the Union to the Personnel Manager or the assistant within ten (10) days of the delivery of the decision appealing therefrom to an impartial arbitrator to be selected by the parties. If such parties fail to select an arbitrator within ten (10) regular working days of the receipt by the Personnel Manager of the notice to appeal, then the Minister of Labour for the Province of Ontario shall designate the arbitrator. The decision of the arbitrator shall be final and binding upon both parties.

9.2 The arbitrator shall not have jurisdiction to alter or change any of the provisions of the agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement, or to deal with any matter not covered by this agreement. The arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such penalty as in the opinion of the arbitrator is just and equitable.

9.3 The cost of the arbitrator shall be borne equally by the Union and the Company.

9.4 All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view the disputed operations and to confer with the necessary witnesses. Any employee appearing during working hours before an arbitrator on the hearing of their appeal on a grievance shall be paid by the Company at their regular hourly rate for their actual time before the arbitrator. The same condition shall apply to employees of the Company who may appear as witnesses.

9.5 Prior to arbitration, either party may request a meeting with a Grievance Settlement Officer and the parties will attend and participate in such a meeting. Wherever possible, multiple grievances will be referred to a single grievance settlement officer.

9.6 The time limits expressed in this Article may be extended by mutual agreement of the parties in writing.

ARTICLE 10 - DISCHARGE, SUSPENSION, OR DISCIPLINE

10.1 The following special procedure shall be applicable to a grievance alleging improper discharge, suspension or discipline of a seniority employee.

A Union Representative will be present during all meetings regarding disciplinary actions when an employee is called to an interview by a member of supervision, and the subject matter of the interview is discipline, the employee will be so informed before the interview and will be advised to have his/her committee person/steward present, and the interview will not proceed until the committee person/steward is present.

10.2 The discharged, suspended or disciplined seniority employee will present the grievance in writing either direct or through a member of the Shop Committee to the Personnel Manager within three (3) working days of the discharge, suspension or discipline and Management will review the grievance with the Shop Committee and render a written decision within three (3) working days after such review. If the decision of the Company is not satisfactory to the Union, the Union may refer the matter to arbitration under Article 9.

ARTICLE 11 - DEMERIT SLIPS

11.1 When any type of derogatory notation is placed against the record of any seniority employee, notice of such notation shall be given to the employee and a copy to the Chairperson who may treat the same as a grievance and proceed accordingly:

- (a) (i) Unless a notice of such notation is given with a reasonable time, not in any event to exceed the next three (3) days worked by the employee after the occurrence, such derogatory notation shall not thereafter be used for the purpose of taking further disciplinary action against the employee.
- (ii) In the case where rejects are returned from a customer of the company any justified discipline shall be implemented if necessary within three (3) working days after receipt of rejection order by the company or within three (3) working days of the returned goods to the plant.

- (b) Each such notation shall remain against the record of the employee in accordance with the following schedule commencing with the date of the notation.

VERBAL WARNING -- 90 calendar days

WRITTEN WARNING -- 180 calendar days

SUSPENSION -- 364 calendar days.

At the end of the above-noted time the notation shall be removed from the employee's file and such notation shall not thereafter be used against the employee in regard to further discipline or in any arbitration case.

Any form of discipline removed through the Grievance Procedure shall be automatically removed from the employee's employment file and attendance record.

ARTICLE 12 - SENIORITY

12.1 An employee will be considered on probation and will not be placed on a seniority list until after he/she has worked for a total of sixty (60) actual days for the Company in any period of twelve (12) months. Upon completion of his/her probationary period, his/her seniority shall date from the date of commencement of his/her probationary period. A probationary employee shall have the right to process any grievance except that relating to seniority or discharge, unless such discharge is contrary to the provisions of the Ontario Human Rights Code.

12.2 A seniority list of employees shall be maintained by the Company and shall contain the seniority date, order of hire and classification of each employee at the plant.

12.3 When two or more employees are hired to commence work on the same day the seniority number shall then be referred to by the date and time of interview. It shall be compulsory that the date and time of interview be recorded on their status sheet by the Company.

12.4 The seniority list shall be revised not less than once every three (3) months and a copy supplied to the Chairperson of the Shop Committee and a copy posted on the employee bulletin board.

12.5 When an employee is removed from the payroll or the seniority list, the Company shall notify the Chairperson of the Shop Committee in writing.

ARTICLE 13 - LOSS OF SENIORITY

13.1 Seniority rights of an employee shall cease for any one of the following reasons:

- (a) If the employee quits his/her employment.
- (b) If the employee is discharged and such discharge be not reversed through the grievance procedure.
- (c) Failure to return to work within five (5) work days after issuance of the Company's notice of recall by registered mail to the last address shown on the Company records after a layoff, unless the employee furnishes satisfactory reasons for such failure upon returning to work.
- (d) If the employee fails to report for work within three (3) working days after the expiration of any leave granted to him/her, unless the employee furnishes a satisfactory reason for such failure upon returning to work.

- (e) If a seniority employee is laid off due to lack of work for a period of thirty-six (36) continuous months, or a period equal to their seniority at time of layoff, whichever is greater.
- (f) If an employee is absent from work for more than three (3) consecutive working days without notifying the Company. This shall not apply if the employee provides just and reasonable cause for the employees failure to notify the company of their absence.

ARTICLE 14 -JOB POSTING

14.1 The Company and Union agree that the only classifications that will be posted are:

1. Quality Control Inspector
2. Relief Operator
3. Material Handler/Janitor
4. Back-Up Positions
5. Cleaner

These postings will be for a 3 working day period.

As well, during the 2nd week of May and November of each year, the Company will post the above listed classifications.

The employee who has applied in writing with the greatest seniority shall be the successful applicant provided he/she is willing and able to perform the job.

The successful applicant shall be given a minimum five (5) working day trial period, unless their performance indicated injury or damage possibilities. A successful job posting applicant shall have a five (5)

working day period in which he/she may return to the job he/she previously held. The Company shall temporarily transfer an employee into the posted position while the job posting procedure is being carried out. This temporary transfer shall not last beyond five (5) working days. If the successful applicant decides they do not want the position within five (5) working days, the next senior applicant willing and able to perform the job, if any, will be awarded the job posting

As per Article 42, when new classifications are established, positions in such classifications shall be posted.

14.2 Back-Up Procedure

The purpose of this article is to provide for training and experience in various classifications to supplement the regular workforce in the case of absenteeism, vacations or temporary excessive workloads.

Back-up positions will be posted by shift. An employee may only hold one back-up position and only on one shift. Back-ups will not assume regular positions except through the job posting procedure outlined in article 14.1 above.

All back-up positions will be filled by the highest seniority machine operator who is able to perform the work.

Back-ups will not share in any of the overtime with the regular employees in the classification, however, back-ups may be asked to work after all regular employees in the classifications have been offered all the overtime work available. Any overtime worked as a back-up will be charged on their regular overtime sharing list. When performing in a back-up position, an employee will receive their regular rate of pay or the rate of pay for the job they are performing, whichever is greater.

All back-ups will be utilized in line with their seniority. Back-ups will be used in the following classifications:

1. Q.C. Inspector
2. Relief Operator
3. Material Handler/Janitor
4. Cleaner

and any other future classifications as may be created and agreed to by the Company and the Union. When a back-up is being used for additional workloads, the Company agrees not to use back-ups in this way for more than thirty (30) working days unless by mutual agreement with the Union.

Back-ups will not be used if regular employees from the classification are laid off from the classification and working on the same shift.

14.3 All permanent vacancies, openings or temporary vacancies as defined below for any shifts shall be offered to seniority employees and seniority shall prevail for the placement of such shift work. Employees filling a permanent vacancy, opening or temporary vacancy will do so only at the beginning of the next week.

An employee filling a temporary vacancy must remain in the position until the absent employee returns to work or the employee successfully posted for a new permanent position.

An employee filling a temporary vacancy must return to his/her regular classification and shift immediately on the return to work of the absent employee.

14.4 For the purpose of this Agreement, a “temporary vacancy” is an opening created by the absence from work of an employee due to vacation, leave of absence, illness or injury (including W.S.I.B.) that exceeds (or is expected to exceed) thirty (30) calendar days. Temporary vacancies will be posted when no back ups are available.

ARTICLE 15 - LAYOFF AND RECALL

15.1 When there is a reduction in the working force the following procedure shall be used:

- (a) All probationary employees throughout the plant shall be laid off first. Thereafter, employees in the plant will be laid off in inverse order of seniority provided there are available employees with seniority who are able and willing to do the work of the employees to be laid off who will be given a familiarization period of five (5) working days.
- (b) Exceptions in the application of the above-mentioned seniority rules shall be made by mutual agreement between the Shop Committee and the Company.

- 15.2
- (a) Where there is an increase in the working force after a layoff, the reverse of the above layoff procedure shall be followed, including the familiarization period of five (5) working days.
 - (b) The Company will not increase the hours of work in a classification in the plant over forty (40) hours per week until all seniority employees laid off in that

classification in the plant are called back to work, except in an emergency when agreed to by the Shop Committee, or when a classification is working to full capacity on a three (3) shift basis.

15.3 A list of employees to be laid off pursuant to a planned layoff will be made available to the Chairperson of the Shop Committee and will be posted on the plant bulletin board at least five (5) days prior to the layoff becoming effective, if possible.

15.4 An employee while retained on the plant seniority list during layoff accumulates seniority during such period and shall be considered a payroll employee for recall rights purposes.

ARTICLE 16 - TRANSFERS

16.1 Any employee not covered by this agreement when transferred into the bargaining unit shall only be transferred when there is an opening and when all employees with seniority have been called back to work. Their seniority date shall be their date of entry into the bargaining unit.

16.2 Any employee, who for the convenience of the Company is temporarily transferred to another job for which the rate of pay is different from that in effect for such employee's regular job shall be paid, while so employed as follows:

- (a) If the rate of pay for the job to which they are transferred is less than the employee's regular pay, they shall receive their own higher rate of pay.
- (b) If the rate of pay for the job to which they are transferred is higher than the employee's regular pay, they shall receive the

higher rate of pay for the job to which they are temporarily transferred starting immediately.

- (c) Seniority employees will be given the first option to be transferred, provided the employee has the skill, ability and qualifications to perform the required work and provided the remaining employees have the skill, ability and qualifications to perform the remaining work.

16.3 An employee who is promoted or transferred out of the bargaining unit shall have the right within a period of sixty (60) calendar days from the date of promotion or transfer to return to the bargaining unit with the seniority they held prior to leaving the bargaining unit.

An employee may only exercise this article one time.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.1 (a) The Company will consider granting leave of absence without pay to any employee for legitimate personal reason and such permission will not be unreasonably denied. Any person who is absent with such written permission shall continue to accumulate seniority during their absence. It is agreed that the Company will provide the Union with a copy of each leave of absence authorization. The Company will provide its response to a leave of absence request in writing at least two (2) weeks prior to the commencement of the leave as long as the Company receives at least three (3) weeks advance notice of such request, in writing.

- (b) In addition to the provisions of Article 17.1(a) above, the Company will permit up to five (5) bargaining unit employees at a time to take a leave of absence during the months of June, July and August. Such leaves will be granted in order of seniority provided the employee submits the request for such a leave in writing as long as the Company receives at least three (3) weeks advance notice of such request and subject to the fact that vacation schedules take precedence over leave of absences requests. An employee is entitled to a maximum of two (2) weeks leave pursuant to this provision.

17.2 The Company, when presented with a written request from the Union, shall grant a leave of absence without pay to a maximum of four (4) seniority employees for a period not to exceed thirty (30) working days per year where such employees have been appointed or elected by the Union as delegates to an official Union function such as a convention, conference, or education course, or Local 195 Committee meetings.

Written application for such a leave of absence shall be made to the Company by each employee at least fifteen (15) working days prior to the contemplated commencement of the leave of absence, except in the case of Local 195 Committee meetings and then three (3) days notice will be given.

17.3 An employee convicted of an offence under the Ontario Highway Traffic Act and who is absent from work for not more than one hundred and eighty (180) calendar days as a result of such conviction shall be treated as though they were on leave of absence.

An employee convicted of a non-driving related offence and who is

absent from work for not more than one hundred and eighty (180) calendar days as a result of such conviction shall be treated as though they were also on leave of absence.

17.4 Maternity Leave

- (a) Employees will be eligible for pregnancy and parental leaves in accordance with the provisions of the Employment Standards Act.
- (b) Management may require the employee to commence a leave of absence at such time as the duties of her position cannot be reasonably performed or the performance of the employee's work is materially affected by the pregnancy.
- (c) An employee to whom this section applies who is pregnant is entitled upon her application therefore to an unpaid leave of absence totalling up to one year maximum.
- (d) The employee shall give the Company two (2) weeks' notice in writing of the day upon which she intends to commence her leave of absence and shall furnish the Company with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in their opinion.
- (e) Notwithstanding part (c), where the actual date of the employee's delivery is later than the estimated date of her delivery, the leave of absence shall not end until the expiration of sixteen (16) weeks following the actual date of her delivery unless the employee gives the Company one (1) week's notice of her intention to shorten the sixteen (16)

week period and furnishes the Company with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

This section applies to the natural mother only. An employee with twelve (12) months seniority by the time of her estimated delivery date as evidenced by a Doctor's note stating the estimated delivery date shall be entitled to a leave of absence up to a maximum of fifty-two (52) consecutive weeks. The maximum amount of top-up coverage is fifteen (15) weeks or in the case of an employee who elects to also take the parental benefit versus the spouse, the maximum top-up coverage will be twenty-five (25) weeks. Should she not be entitled to E.I. benefits for all or part of the entitlement period she shall receive 15% of her base pay (including COLA). In any event, the Company shall not be required to contribute an amount of expenses in excess of 15% of the employee's base pay including COLA pursuant to this Article.

17.5 Parental Leave

An employee to whom this section applies whose spouse is expecting is entitled, upon his application to an unpaid leave of absence totalling up to three (3) weeks maximum.

This section applies to the father of a newborn baby and can only be used when the natural mother has not already elected to take the ten (10) weeks parental leave as covered in Section 17.4.

An employee with twelve (12) months seniority by the time of the spouse's estimated delivery date as evidenced by the Doctor's note stating the estimated delivery date shall be entitled to a leave of absence up to a maximum of eighteen (18) consecutive weeks. Should he not be entitled to E.I. benefits for all or part of the entitlement period he shall receive

15% of his base pay (including COLA). The maximum amount of top-up coverage is ten (10) weeks. In any event, the Company shall not be required to contribute an amount of expenses in excess of 15% of the employee's base pay including COLA pursuant to this Article.

17.6 Adoption Leave

Any employee who legally adopts a child, or children, shall be entitled to an unpaid leave of absence totalling up to one (1) year maximum.

This section applies only in the case of adopting a child or children, and can be used by the adoptive parents while they are caring for an adoptive child or children up to a maximum of ten (10) weeks for either parent or five (5) weeks each.

An employee with twelve (12) months seniority by the time of the adoption date as evidenced by the Adoption Agency certificate stating the estimated adoption date, shall be entitled to a leave of absence up to a maximum of fifty-two (52) consecutive weeks. This applies to the mother only. Should they not be entitled to E.I. benefits for all or part of the entitlement period they shall receive 15% of their base pay (including COLA). The maximum amount of additional coverage is ten (10) weeks or five (5) weeks for each adopting parent. In any event, the Company shall not be required to contribute an amount of expenses in excess of 15% of the employee's base pay including COLA pursuant to this Article.

17.7 In all other scenarios not covered in Section 17.4, 17.5 and 17.6 Ventra Plastics - Windsor will abide by government legislation.

17.8 The Company will require two (2) weeks notice in writing for the commencement of termination of their leave of absence wherever possible.

17.9 An employee who chooses not to use all of their E.I. benefits, will only receive top-up pay for that period actually used.

17.10 The employer will grant a leave of absence to any employee to serve in a full time position with the Local or National Union. Such leave of absence shall be requested by the Union, in writing, at least two (2) weeks in advance, and shall be for a period of up to three (3) years, and may be extended upon request from year to year thereafter. In the event of the return from such leave by an employee, the employee shall return to the job from which he/she was granted leave, seniority permitting. The Employer shall not be required to pay the premium for any wages or benefits on behalf of an employee on such leave. However, seniority and RRSP contributions (based on 40 hours) shall accumulate during such leave.

17.11 Public Office Leave of Absence

- (a) An employee with seniority, elected or appointed to a full time federal, provincial or local public office, will receive a leave of absence without pay or benefits for the period of his/her first term of active service in such public office. Additional leaves of absence for services in such office may be granted at the option of management upon written application by the employee.
- (b) Any employee granted such leave of absence shall be entitled to reinstatement on the completion of the leave at the then current rate of pay, to such work as he may be entitled on the basis of the seniority provisions of this Agreement. Seniority rights will continue to accumulate during the period of such leave of absence.

- (c) The employee's request for leave of absence may also include the necessary time to campaign for such office. (Such time not to exceed six (6) months.) Without pay and benefits.

ARTICLE 18 - BULLETIN BOARDS

18.1 The Company will provide space on the bulletin board located in the plant for the convenience of the Union in posting notices for Union activity. All such notices must be signed by the proper officer of the Union and submitted to the Personnel Manager or their authorized representative for approval before being posted.

ARTICLE 19 - TRANSFER OF OPERATIONS

19.1 In the event the Company moves the present operation to a new location within the Province of Ontario which will result in a layoff of employees at the Ventra Plastics - Windsor Plant, the employees so affected shall have the right to move to the new location and retain the seniority each has acquired and the existing collective agreement would move with them.

ARTICLE 20 - HOURS OF WORK

- 20.1 (a) The normal shift schedule shall consist of three (3) eight (8) hour shifts, Monday through Friday. Daily hours of work will be 7:00 a.m. to 3:00 p.m. for the day shift, 3:00 p.m. to 11:00 p.m. for the afternoon shift and 11:00 p.m. to 7:00 a.m. for the night shift. There shall be a paid lunch period of thirty (30) minutes.
- (b) In the event the Company commences a new off-line assembly department subsequent to the ratification of

this agreement the Company will have the right to schedule employees working on such assembly work for an eight and one-half (8 1/2) hour work day with a one-half (1/2) hour unpaid lunch period provided this assembly work is being done on a one or two shift operation. In the event such off-line assembly work is performed on a three shift basis, the hours of work in Article 20.1 (a) will apply.

20.2 The Company will not transfer an employee to another shift during the course of a week without first discussing the requirement for the transfer with the Union Committee.

20.3 When an employee is required to return to work within 24 hours of the start time of their regular shift and it is due to a change in their shift at the request of the Company, that employee will be paid the applicable overtime rate for that shift.

This clause will not apply where the employee is already working for overtime premium.

ARTICLE 21 - SHIFT PREMIUM

21.1 On any shift starting after 2:00 p.m. employees shall be paid an off-shift premium of forty (40) cents per hour until the end of their shift. On any shift starting after 10:00 p.m. employees shall be paid an off-shift premium of ~~fifty~~ (50) cents per hour until the end of their shift. Employees who come in on Sunday night for the midnight shift earlier than the normal midnight shift starting time will receive the midnight shift premium.

When an employee is required to work into the following shift for overtime purposes, shift premium for that shift will be paid for those hours worked.

The Company will pay shift premium at time and one-half for those overtime hours worked.

ARTICLE 22 - REST PERIOD

22.1 A paid rest period of fifteen (15) minutes for each half shift will be allowed, the time for each rest period to be mutually agreed to by the Company and the Union.

Employees working at least two (2) hours of overtime at the end of their shift will be allowed a paid fifteen (15) minute rest period before commencing such overtime work.

ARTICLE 23 - REPORTING ALLOWANCE

23.1 In the event an employee reports for work on their regular shift, without having been previously notified not to report, they will be given at least four (4) hours work at their regular rate of pay, or if no work is available, they will be paid equivalent of four (4) hours at the regular rate of pay in lieu of work.

ARTICLE 24 - OVERTIME AND EMERGENCY CALL-IN

24.1 When an employee is called in for overtime work after having completed their shift and having left the Company premises, they will be paid a minimum of four (4) hours pay at the applicable overtime rate.

24.2 All hours worked or refused for emergency call ins will be charged.

ARTICLE 25 - OVERTIME RATES AND CONDITIONS

25.1 Hours worked over and above eight (8) hours per day, Monday through Friday shall be considered as overtime and paid for at the rate of time and one-half of the basic hourly rates. Time and one-half shall be paid for Saturday. Double time shall be paid for all hours worked on Sunday.

If, at the discretion of the Company, an employee is asked to work in excess of twelve (12) hours those hours in excess of twelve (12) hours will be paid at double time. If an employee volunteers of their own accord to work in excess of twelve (12) hours (e.g. applying for extra shifts on Saturdays) they will be paid at time and one-half for hours in excess of twelve (12). This will not apply to Sundays or a holiday as double time is already paid.

All overtime hours in all classifications will be zeroed on the first Monday of June and December of each year.

25.2 The Company shall make all reasonable efforts consistent with good work practices to make overtime available to the person with the lowest accredited hours in the classification. Any employee who refuses overtime shall be considered as having worked the refused overtime for the purposes of division and equalization of overtime under this section the following shall apply:

Working on a Weekend:

Off shift and/or out of classification	NO CHARGE
On shift out of classification	NO CHARGE

Working during the Week:

In classification

CHARGED

Out of classification

CHARGED IF WORKED

When the required amount of operators is not obtained the Company will combine all other classifications and ask by hours and then by seniority.

It shall be compulsory for the Company to keep a record of all overtime worked in each classification and shall be given to the Chairperson on a weekly basis. Opportunities to work overtime which are refused by an employee shall be verified by their signing a refusal record.

Failure to enter your decision on the sheet shall be deemed as a refusal to work.

An employee upon acquiring seniority shall be credited with the highest overtime standing in their job classification at that time. An employee upon entering a new classification and/or shift shall be averaged in.

All authorized overtime shall be calculated to the nearest hour.

As far as reasonably possible, overtime and extra time and premium time will be equitably distributed among those employees normally performing the work to be done.

25.3 All overtime shall be voluntary, and in the event of urgent or emergency work for which no qualified employee will volunteer, the Union agrees to co-operate with the Company in providing sufficient qualified workers to perform such work. The Company will meet with

the Union Committee whenever non-bargaining unit employees will be performing overtime work to discuss what bargaining unit **work** those employees will perform.

25.4

- (a) Overtime will be offered to all seniority employees in the classification on the shift. Overtime would then be offered to seniority employees in the plant who are employed in other classifications using the formula of asking the employees with the least charged overtime.

- (b) If further employees are needed, probationary employees will then be offered the overtime opportunity.

If insufficient probationary employees are available to work overtime, the Company will call all employees on vacation and/or leave of absence and offer them the overtime before using people from outside the bargaining unit.

- (c) If further employees are needed to work overtime, the Company has the right to utilize employees from outside the bargaining unit to perform the overtime work.
- (d) Each seniority employee shall be entered on the overtime list in the classification on the shift they are employed.
- (e) It is understood by both parties that no probationary employee shall work overtime until all seniority employees as specified in 25.4(a) have been asked to work.

25.5 In order to work an off shift (other than your own) you must:

first work your own shift -- then sign if an opening is available.

If unable to work your own shift you must agree to work your shift with an agreement from another shift operator to switch on a one-to-one basis with such notification being given to Human Resources Department/Operations Supervisor no later than Midnight, Thursday.

If an employee removes their name off the list past the time limit of Midnight, Wednesday they will be charged double hours. When a holiday occurs on the Friday of that week, the deadline is midnight Wednesday.

When calling for overtime a steward shall be available to verify the call. When entering into a posted temporary position the successful applicant will be averaged in accordingly. When returning to original classification they will be averaged in accordingly. All hours shall be asked and charged for in that classification.

Back-ups will only be averaged into the classification if they are performing the duties in that classification for more than thirty (30) days.

When entering into a different classification you must be able to perform all aspects of the classification in order to be averaged into that classification.

When going to another shift for the week your seniority shall count for any upgrading in classification with qualifications and/or previous training a priority.

Employees on modified work, or employees returning from lengthy

absences as a result of S. & A., W.S.I.B., vacation, or leave of absence will continue to accumulate their overtime hours in their respective classification for their particular shift.

Employees must be on regular duties on Thursday to be eligible for overtime on the weekend.

If you are absent from work you will be charged overtime hours if you were eligible to receive the overtime by classification, hours and seniority.

25.6 OVERTIME PROCEDURE

1. For purposes of overtime, the week will run from Monday to Sunday. Overtime shall be posted as soon as possible at the start of the week. This posting will list all scheduled personnel from the start of the week on their posted shift and classification.
2. The check sheet for overtime will be posted no later than the start of the midnight shift on Sunday night and will not include the hours for that week. The check sheet is for the purpose of signing yes or no and the overtime hours will be posted separately on Tuesdays.

In order to work the weekend you must sign the check sheet for your shift. If you do not sign the check sheet it will be counted as a refusal. If your name does not appear on the sheet for your shift you must sign the bottom. The check sheet will come down on Wednesday morning. If you are absent at the start of the week and have not signed the check sheet, it is your responsibility to notify the Human Resources Department/Operations Supervisor that you want to work PRIOR to the schedule being posted for your shift.

Midnight Wednesday is the deadline to sign or scratch for an off shift on the overtime postings. Subsequent to this time an employee will only be allowed to sign the overtime posting if there is a vacancy off shift or if the employee is displacing a probationary employee on the overtime list. If an employee who has signed an overtime posting cancels the overtime after the midnight Wednesday deadline they will be double (2) charged. If they do not show up for their scheduled overtime shift(s), they will be triple (3) charged on the overtime list (eg. 36 hours for a Saturday shift and 48 hours for a Sunday shift.) If an employee cancels overtime scheduled for the weekend on a shift other than their regular shift or does not show up for the scheduled overtime, they will be double (2) charged on the overtime list (eg. 24 hours for an off shift on Saturday and 32 hours for an off shift on Sunday.)

If an operator scratches the final posting on a Friday it will be up to the discretion of the Company whether or not to replace that operator.

If that operator is replaced this procedure will be followed:

The already posted overtime schedule will not be changed.

The original check sheet from the start of the week will be used to determine who agreed to work the overtime as well as the most up to date overtime hours for that week.

For the Saturday, the next operator who did not get overtime on his/her shift on that weekend but agreed to work Saturday will be next to get it.

For the Sunday, the next operator who did not get overtime on his/her shift on that weekend but agreed to work Sunday will be next to get it.

3. Openings will be filled by the employee(s) in the classification having the lowest overtime hours on the shift. If there are insufficient volunteers from the classification on that shift, overtime will be offered as follows:
 - (a) to qualified employees on any other shift in the same classification having the lowest overtime hours;
 - (b) to qualified employees on the shift in other classifications having the lowest overtime hours;
 - (c) to qualified employees on any other shift in other classifications, having the lowest overtime hours.

In order to obtain two shifts on the same day, all employees in that classification from any other shift must first be permitted to work overtime if they are unable to obtain overtime on their own shift. (eg. 10 operators are needed to work per shift, employee A gets their shift and employee B does not get their shift. An opening is created on another shift, employee B would receive the overtime before employee A no matter the overtime hours or seniority. This ensures equalization of overtime. If all employees who have not received overtime do not want to work, the employee with the lowest hours and then with the highest seniority will be permitted to work.

4. If you go off on S&A or modified in the middle of the week and have signed for overtime, it is your responsibility to notify either your union representative your Operations Supervisor that you will not be working the overtime that you have signed for.
5. If an employee is entitled to overtime by both hours and classification, the employee must notify the Operations Supervisor if there is an error on the overtime posting. If an employee is overlooked for an overtime assignment, the

Company will make equal overtime available to the employee before the overtime is next zeroed.

6. When the Company is working both Saturday and Sunday, and an employee does not come in for their scheduled shift on Saturday, but does come in for the scheduled shift on Sunday, they will be permitted to work. The overtime will not be recalculated for the Sunday.
7. When signing for overtime, employees must sign for overtime in their classification first. (e.g.: a QC Inspector may not sign as an operator on an off shift if there is an opening on that off shift for a QC Inspector.)
8. It is the responsibility of employees to contact the HR Dept./Operations Supervisor to find out if they have been scheduled for overtime.
9. If an employee is called by the Company prior to the start of their shift to come in early on that day, they will be charged the applicable overtime hours. If an employee is not reached by the Company to work overtime, the employee will be charged for the applicable overtime hours. Employees will be given 10 minutes to call back and accept the overtime.
10. Start-up overtime on Sunday or Holiday, is considered Midnight shift overtime. Startup will not commence before 8pm unless agreed to by the union and the company. **All** midnight personnel will be asked first by order of hours and classification. If there are no midnight personnel to work the overtime, it will then be offered to the afternoon shift. Any overtime commencing between 3pm and 8pm will be considered afternoon shift overtime.

11. Employees must report 15 minutes before the shift to choose a machine or they will lose their choice until all seniority have picked. This applies to scheduled overtime only. (e.g. Weekends and startup).

ARTICLE 26 - INJURY ALLOWANCE

26.1 An employee injured on the job shall be paid for the balance of their shift on which the injury occurred, if, as a result of such injury the employee is sent home or to an outside hospital. The Company will make available transportation for such injured employees. Transportation shall be by cab, paid for by the Company, unless the emergency nature of the injury requires immediate transportation in which case the foreperson shall arrange for immediate transportation.

26.2 There may be times when employees may be receiving medical treatment for work related injuries, on the same day of injury, and the time it takes to administer such treatment could extend beyond the employee's regular shift. Employees making a claim for additional straight time pay, to a maximum of four (4) hours, for time spent in a treatment facility will be reviewed by the Company and the Union on an individual basis after reviewing relevant documentation (cab receipts, medical documents etc.).

ARTICLE 27 - PAYMENT OF WAGES

27.1

(a) Payment of wages shall be made every Thursday at 12:01 a.m. by direct deposit. Employees will be provided with their pay stubs during their shift on Thursday.

- (b) When Friday is a paid holiday or banking holiday, wages shall be paid in that week on the Wednesday preceding the Friday during working hours.
- (c) In the event a payroll error in an employee's weekly wage occurs, the difference shall be paid to the employee within twenty-four (24) hours. Such correction shall be made within the time limit when the amount exceeds \$35.00, otherwise corrections are to be made up on the following weekly pay.

ARTICLE 28 - HEALTH AND SAFETY

28.1 The Company and the Union recognize the necessity to train all employees in safe and healthy work practices. All employees will be provided up to two (2) paid hours of health and safety training per year.

The Joint Health and Safety Committee shall be comprised of three (3) bargaining unit employees and three (3) non-bargaining unit employees. All members of the Joint Health and Safety Committee will be certified at the Company's expense by the Workers' Health & Safety Centre.

In addition to duties under health and safety legislation, the duties of the Joint Health and Safety Committee are as follows:

1. To inspect the facility on a regular basis (monthly) to identify health and safety concerns and make recommendations for improvements and review progress of last months' minutes.
2. It is agreed that emergency meetings will be conducted as necessary and employees will be paid their applicable rate of pay for time spent in these meetings.
3. Receive, investigate and dispose of complaints in a timely manner and prepare necessary reports.

4. Every industrial injury must be immediately reported by the employee to their supervisor whereupon two (2) members, one (1) from Management and one (1) from the Union, of the Joint Health and Safety Committee will investigate.
5. The union representative will be permitted to leave their regular duties for a reasonable period of time to perform duties under this article upon notifying a supervisor.
6. The Union co-chair or “designee” of the Health and Safety Committee will be allowed up to six (6) hours per week without loss of pay for Health and Safety Committee business. The Chairperson may be allowed an additional two (2) hours per week where necessary. Such approval will not be unreasonably denied by the Company.

The Company will provide the Joint Health and Safety Committee with complete hazard information and all controlled substances in the workplace.

Approved personal protective equipment (by the Joint Health and Safety Committee) designed to protect employees shall be provided by the company at no cost to the employee.

Not fewer than two (2) employees shall work in the plant at any one time.

Every employee shall have the right to refuse to perform unsafe work. “Unsafe”, shall carry the meaning defined in the Occupational Health and Safety Act.

Local or National Union Health and Safety staff shall be permitted to visit the workplace upon prior notification.

The Company will cover 100% of the cost of prescription safety lenses

and 100% of the cost for a basic frame. Any costs above the basic frame costs will be at the expense of the employee. Replacement costs will only apply in the event the employees prescription changes or the glasses are damaged beyond repair as a result of work.

28.2 The Company shall take reasonable steps to provide every worker with a safe and healthy workplace. The Company shall comply with the Occupational Health and Safety Act, 1990, and its regulations in effect as of the date of ratification of this agreement, as minimum standards.

28.3 The Company will inform all employees that they have the right to refuse unsafe work which may harm them or any person and that signs are posted in the workplace advising them of this right.

When a worker exercises his or her right to refuse unsafe work, the worker shall notify the supervisor. The supervisor shall promptly notify the union co-chair of the Joint Occupational Health and Safety Committee (or designate) so that this individual can participate in all stages of the investigation. The worker shall remain in a safe place and co-operate fully in the investigation of the work refusal.

The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused the work unless the second worker is advised of the reasons for the work refusal in the presence of the union co-chair (or designate).

If the union co-chair and the supervisor cannot agree on a remedy to the work refusal, the Ministry of Labour Occupational Health and Safety Inspector shall be called in and advised of the situation.

No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing unsafe work, or for acting in compliance with the Occupational Health and Safety Act, or the regulations thereto.

28.4 The Company will recognize a minute of silence at 11:00 a.m. on April 28th of each year to remember employees fatally injured in workplace accidents. The Company will also lower their flag to half mast.

ARTICLE 29 - PAID HOLIDAYS

29.1 The Company will pay to all seniority employees their regular rate of pay per the Schedule of Paid Holidays.

29.2 (a) In order to qualify for the aforementioned holiday pay, an employee must work at least one half of their last scheduled work day preceding the holiday and at least one half of their first scheduled work day after the day of observance of the holiday, unless they had been granted leave of absence in writing or unless their absence is due to vacation or layoff for lack of work, or unless the employee is absent for legitimate reasons: provided, however, that such layoff, or leave of absence if granted for sickness or accident commenced no more than thirty (30) days prior to the date of observance of the holiday and the leave of absence, if granted for a reason other than sickness or accident commenced not more than seven (7) working days prior to the date of observance of the holiday. Furthermore, if an employee agrees to work on a weekend immediately after a Friday holiday or before a Monday holiday and then fails to

work the overtime shift, the employee will be disqualified from receiving holiday pay.

- (b) In the case of the Christmas holidays an employee laid off within thirty working days prior to the holiday will qualify for all holiday pay providing they have qualified for the first holiday.
- (c) When an employee who is on S & A or W.S.I.B. benefits and qualifies for the holiday pay, that employee will be paid for the holiday at the difference between their regular rate of pay and their S & A or W.S.I.B. benefits.

29.3 Any employee required to work on any paid holiday shall receive double regular hourly rate in addition to the paid holiday pay provided in the preceding paragraph.

29.4 If one of the paid holidays specified in this Agreement is observed by the Company on a normal working day (Monday through Friday inclusive) during an employee's vacation they shall be entitled to an extra day of paid vacation which shall be added to the beginning or end of their vacation period as selected by the Company.

29.5 If an employee's Birthday should fall on a Saturday, it shall be observed on Friday. If an employee's Birthday should fall on a Sunday, it shall be observed on Monday. If an employee's Birthday falls on a paid holiday or during the employee's vacation, the employee shall take holiday on the next scheduled working day.

Schedule of Paid Holidays

2004

Good Friday

April 9, 2004

Friday

Easter Monday	April 12, 2004	Monday
Victoria Day	May 24, 2004	Monday
Canada Day	July 2, 2004	Friday
Civic Holiday	August 2, 2004	Monday
Labour Day	September 6, 2004	Monday
Thanksgiving	October 11, 2004	Monday
Remembrance Day	November 12, 2004	Friday
Christmas Shutdown		
	December 23, 2004	Thursday
	December 24, 2004	Friday
	December 27, 2004	Monday
	December 28, 2004	Tuesday
	December 29, 2004	Wednesday
	December 30, 2004	Thursday
	December 31, 2004	Friday
Employees Birthday		
One PPH/Sick Day		

2005

	January 3, 2005	Monday
Heritage Day	February 28, 2005	Monday
Good Friday	March 25, 2005	Friday
Easter Monday	March 28, 2005	Monday
Victoria Day	May 23, 2005	Monday
Canada Day	July 1, 2005	Friday
Civic Holiday	August 1, 2005	Monday
Labour Day	September 5, 2005	Monday
Thanksgiving	October 10, 2005	Monday
Remembrance Day	November 11, 2005	Friday

Christmas Shutdown

December 22, 2005	Thursday
December 23, 2005	Friday
December 26, 2005	Monday
December 27, 2005	Tuesday
December 28, 2005	Wednesday
December 29, 2005	Thursday
December 30, 2005	Friday

Employees Birthday
One PPH/Sick Day

2006

	January 2, 2006	Monday
Heritage Day	February 27, 2006	Monday
Good Friday	April 14, 2006	Friday
Easter Monday	April 17, 2006	Monday
Victoria Day	May 22, 2006	Monday
Canada Day	June 30, 2006	Friday
Civic Holiday	August 7, 2006	Monday
Labour Day	September 4, 2006	Monday
Thanksgiving	October 9, 2006	Monday
Remembrance Day	November 10, 2006	Friday

Christmas Shutdown

December 22, 2006	Friday
December 25, 2006	Monday
December 26, 2006	Tuesday
December 27, 2006	Wednesday
December 28, 2006	Thursday
December 29, 2006	Friday

Employees Birthday
One PPH/Sick Day

2007

New Years Day	January 1, 2007	Monday
	January 2, 2007	Tuesday
Heritage Day	February 26, 2007	Monday

Employee's shall request in writing on available forms, one (1) calendar week in advance when possible for their personal days off.

As an alternate **to** the foregoing, employees will be able to use the PPH / Sick days to offset any waiting period for Sickness and Accident pay. Employees' will be allowed to carry over from year to year any unused PPH / Sick Day.

The dates of the above-captioned holidays can be amended on the mutual agreement of the Union and the Company.

ARTICLE 30 - VACATION WITH PAY

**Years of Service
as of June 30**

Vacation Entitlement Vacation Pay

Less than one (1) year	-----	4% of gross wages
One (1) year but less than (3) years	2 weeks	4% of gross wages or 80 hours pay, whichever is greater
Three (3) years or more, but less than (10) years	3 weeks	6% of gross wage or 120 hours pay, whichever is greater

Ten (10) years or more but less than eighteen (18)	4 weeks	8% of gross wages or 160hours pay, whichever is greater
Eighteen (18) years or more , but less than twenty-five (25)	5 weeks	10% of gross wages or 200hours pay, whichever is greater
Twenty five (25) years or more	6 weeks	12% of gross wages, or 240 hours pay, whichever is greater

30.1 It is agreed that vacation pay will be computed up to and including June 12, 2004, June 11, 2005 and June 10, 2006 for each calendar year. Each employee will be granted annual vacation with pay in accordance with the following provisions:

- (a) Employees with less than one (1) years service prior to June 30th shall be entitled to vacation pay for four (4) percent of their gross wages.
- (b) Employees with one (1) year but less than three (3) years service prior to June 30th, shall be entitled to two (2) weeks vacation and shall receive as vacation pay four (4) percent of their gross wages for the twelve (12) months immediately preceding June 30th, or eighty (80) hours pay, whichever is greater.
- (c) Employees with three (3) years, but less than ten (10) years service prior to June 30th, shall be entitled to three (3) weeks vacation and shall receive as vacation pay six (6) percent of their gross wages for the twelve (12) months immediately preceding June 30th or one hundred and twenty (120) hours pay, whichever is greater.

- (d) Employees with ten (10) years service but less than eighteen (18) years service prior to June 30th, shall be entitled to four (4) weeks vacation and shall receive as vacation pay eight (8) percent of their gross wages for the twelve (12) months immediately preceding June 30th, or one hundred and sixty (**160**) hours pay, whichever is greater.
- (e) Employees with eighteen (18) years service, but less than 25 years service prior to June 30th shall be entitled to five (5) weeks vacation and shall receive as vacation pay ten (10) percent of their gross wages for the twelve (12) months immediately preceding June 30th, or two hundred (200) hours pay, whichever is greater.
- (f) Employees with twenty five (25) years of service or more prior to June 30th shall be entitled to six (**6**) weeks vacation and shall receive as vacation pay twelve percent (12%) of their gross wages for the twelve (12) months immediately preceding June 30th, or two hundred forty (240) hours pay, whichever is greater.

30.2 In order to be eligible for "the greater than clause" for the above vacations, the employee must work one thousand and forty (1,040) hours in the vacation year. Time spent on bereavement leave, jury duty, union time paid by the Company, paid holidays and paid vacation time will count towards the 1,040 required hours.

30.3 Any employee whose service is terminated before June 30th shall receive vacation pay on a pro rata basis upon termination.

30.4 For the purposes of this Article, gross wages shall mean the total of all wages, shift premiums, holiday pay, vacation pay, bereavement pay and jury duty pay.

30.5 Vacation pay shall be received on June 24, 2004, June 23, 2005, June 22, 2006 for each calendar year.

However, if an employee takes vacation prior to the issuance of vacation pay, the employee shall be paid a regular forty (40) hours pay for each week of vacation taken provided they have worked enough hours to qualify. An employee must request in writing, at least two (2) weeks in advance in order to receive prior to her/his last scheduled work day. Any balance owing will be paid as indicated above.

ARTICLE 31 - VACATION SCHEDULE

- 31.1 (a) The Company will make every reasonable effort to schedule vacations during the months of July and August but reserves the right to stagger vacations.
- (b) Conformably with operating requirements vacations will be granted during the current calendar year at times most desired with preference given to the employee having the greatest seniority.
- (c) Employees shall file vacation date preference (including day for holiday which falls in the vacation period) in writing with their immediate supervisor by May 15th. The immediate supervisor will initial a copy of the employee's request and provide the employee with such a copy.

- (d) The vacation schedule will be posted not later than June 1st.
- (e) The Company shall post the shutdown period by April 30th. Such shutdown will occur during July and/or August unless the automotive customer (i.e. Ford, G.M.) dictates that it should be otherwise.
- (f) In cases when the Company may opt not to have a two week vacation shutdown, all employees will be allowed to schedule at least two weeks of their vacation during the months of July and/or August.
- (g) In the event the Company requires some employees to work during a shutdown period, preference for such work will be given to employees in order of seniority, provided they have the skill, ability and qualifications to perform the required work. In the event an insufficient number of employees volunteer, to perform this work during a shutdown period, the Company will assign such work to probationary employees with the necessary skill, ability and qualifications, and then to seniority employees with the necessary skill, ability and qualifications who have exhausted their vacation entitlement, in reverse order of seniority.
- (h) Employees may cancel vacation requests however there shall be no obligation on the Company to backfill as a result of the cancellation(s).

ARTICLE 32 - FRINGE BENEFITS

32.1 The Company will provide the following benefits to all employees and their eligible dependants. The Company will pay the full cost of the premiums for the below listed benefits for all full time employees and their eligible dependants. The term Eligible dependant as used in this agreement means an employees spouse (including same sex spouse), or a dependant child of the employee or spouse to the age of 21 (or to the age of 25 if the child is unmarried, living at home, and attending school full time), or to any age of the child if the child is physically or mentally disabled and dependant, unmarried and living at home. Payment of premiums for new employees will commence on the first day of the third month following the month in which they are hired. Previously insured persons transferring to our group will be responsible for, any outstanding arrears prior to employment. Employees are responsible for reporting within ten (10) days, any changes in coverage resulting from marriage, birth, deaths, etc. In the event an employee is absent due to layoff or personal leave of absence, other than pregnancy leave, the Company will pay the full cost of the premiums for the fringe benefits program for two (2) months following the month in which the absence commences. In the event an employee is absent due to pregnancy leave, sickness or accident the Company will pay the full cost of the premiums for the fringe benefits program for up to (1) one year. The Company will continue to pay the full cost of the premiums for fringe benefits for employees on WSIB or LTD for two years.

1. Employee Health Tax
2. Green Shield Semi-Private
3. Green Shield Out of Province coverage
4. Green Shield Drug Plan 3 or Generic equivalent, at 35 for each prescription submitted.

5. Green Shield Preventive Dental Plan #50 at the ever current O.D.A. Schedule. (Effective March 1, 2004 increase orthodontic maximum to \$1,900, \$1,950, effective March 1, 2005 and \$2,000 effective March 1, 2006.)
6. Green Shield U-Plan Extended Health Services includes the following amendments:
 - a. Audio - every 3 years;
 - b. Vision - Effective March 1, 2004 \$220.00 every 24 months. Effective March 1, 2006 \$240.00 every 24 months.
 - c. Chiropractic Effective March 1, 2004 an annual max of \$400.00 per year, March 1, 2005 an annual max of \$450.00 per year and March 1, 2006 an annual max of \$500.00 per year.
Massage Therapy Effective March 1, 2004 an annual max of \$250.00 per year, March 1, 2005 an annual max of \$275.00 per year and March 1, 2006 an annual max of \$300.00 per year.
Psychotherapy remove per visit maximum.
7.
 - a. Group Life Insurance an amount equal to 1X the employee's annual salary and A.D.D. in an amount equal to 2X the employee's annual salary.
 - b. Life Insurance coverage for spouse in the amount of \$5,000.00 and child for \$5,000.00. Optional coverage for life, spouse and child at employee's expense by payroll deduction.
8. Weekly Indemnification
The Company will provide all seniority employees with a

Sickness and Accident Insurance Plan payable on the first (1st) work day missed because of accident, first (1st) work day missed because of hospitalization, and fourth (4th) work day missed because of sickness to a maximum of fifty-two (52) weeks. **A** Hospitalization includes situations where the employee is admitted to the hospital for non-elective day surgery.

The maximum benefit level paid pursuant to this Plan will be 70% of the employee's base pay. For the first two (2) weeks of a new claim the sickness and accident benefit will be covered by the Plan. During weeks three (3) through seventeen (17) inclusive the employee will receive E.I. sick benefit. The Employer will also reimburse an employee an amount up to 12% of the employee's base pay with the combined payment not exceeding 70% of the employee's base pay during the time the employee is in receipt of E.I. sick benefits. During weeks eighteen (18) through fifty-two (52) inclusive the employee will receive sickness and accident benefit covered by the Plan. This schedule applies only to those employees eligible for fifteen (15) weeks Employment Insurance. If they are not eligible for Employment Insurance the maximum coverage under the plan for thirty-seven (37) weeks shall apply at these rates

The Company will pay employees who have applied for sickness and accident benefits with the appropriate coverage directly until such time as the applicable coverage is approved. Employees will be required to sign the necessary forms authorizing the Company to receive the **S & A** cheques once received by the employee and to authorize the withholding from pay of any overpayment to the Employer, and a right of subrogation.

When submitting a claim **for S & A**, the employee may be

required to attend at the Company's physician at Company expense for an examination. In the event of a dispute between the employee's physician and the Company's physician, the two physicians will select a third physician whose decision will be final and binding. The cost of the third physician will also be borne by the Company.

The payment of sick days pursuant to the S & A Plan will be based on a five (5) day week with employees receiving one-fifth of their weekly indemnity benefit for each regular work day (Monday - Friday) missed.

Employees must have returned to work from illness in excess of two (2) months before a subsequent illness for the same reason will be treated as a new claim.

9. Long Term Disability

Long Term Disability Plan will be available to seniority employees. The benefits will be available after the expiration of the employee's Weekly Indemnity Benefits. Employees who are disabled within the meaning of the Plan will receive 60% of their monthly salary to a maximum of \$2,100 per month. Effective March 1, 2006, this amount will be increased to \$2,150. For the purposes of this Agreement, "disability" is defined as the employee being disabled from performing their own occupation during the first two (2) years of receiving the benefit. Thereafter, the employee must be disabled from performing any job for which they have the training, education or experience. Benefits will cease when the employee is no longer disabled within the meaning of the Plan or reaches the age of 65, whichever occurs first.

10. Retiree Benefits

Employees who retire prior to age 65, whose age and completed years of service total at least 80 years will receive the benefits listed in paragraphs 2 through 6 above. If the employee is deceased prior to age 65, their spouse will continue receiving the benefits until the death of the spouse. It is understood that after a retiree or retiree's spouse attains the age of 65, only those benefits that are not provided by outside agencies will be provided pursuant to this agreement.

32.2 If a dispute shall arise pertaining to this insurance plan and such a dispute does not involve the difference of opinion between (2) two legally qualified physicians, the dispute shall be handled in the following manner:

- A. The employee, the union and the Company shall review the matter.
- B. If an agreement is not reached at such a meeting, the Union may present a grievance as described in Article 8 (Grievance Procedure) of the Collective Agreement and such grievance shall be discussed within (5) five working days from the date the grievance was submitted to the Company, unless it is mutually agreed to extend the period.
- C. If the matter shall arise involving through the grievance procedure, the arbitration provisions of the Collective Agreement may be invoked.

32.3 Benefit continuation for the spouse and eligible dependants of a deceased employee in accordance with the following conditions:

- (a) The employee passes away prior to retiring.
- (b) The employee has five (5) years or more seniority.
- (c) Coverage will be maintained for a period of three (3) years or the remarriage of the spouse; whichever comes first.
- (d) Dependants will not have a three (3) year limitation on coverage but, must continue to meet the eligibility criteria for dependants as defined by the insurer.
- (e) Benefits coverage will include all benefits provided under the agreement with the exception of S&A, LTD and dependant life insurance.

ARTICLE 33 - JURY DUTY

33.1 Each employee who is summoned to and reports for Jury Duty, or as a Witness, as prescribed by applicable law, shall be paid by the Company the difference between the employee's regular straight time hourly wage rate for the number of hours up to eight (8) that they otherwise would have been scheduled to work and the daily jury fee paid by the court (not including travel allowance or reimbursement of expenses). If an employee has a scheduled vacation and then receives a summons for jury duty during the period of vacation, the employee will be entitled to cancel the vacation and reschedule it at another time.

Any employee who is on afternoon shift and/or midnight shift and who is required for jury duty under this article through the day shift hours, will not be expected to work their afternoon or midnight shift.

ARTICLE 34 - BEREAVEMENT PAY

34.1 The Company will pay employees five (5) days pay for time lost as a result of the death of the employee's current spouse (including common-law spouse) or child (including current step-children), mother, father, brother, sister and grandchild.

The Company will pay employees three (3) days pay for time lost as a result of the death of the employee's, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law and step-parent.

If an employee is on a scheduled vacation when a bereavement as defined in this Article occurs, the employee will be entitled to cancel the vacation, take bereavement leave, and reschedule their vacation at another time.

ARTICLE 35 - RATES OF PAY

35.1 The rates of pay during the life of this agreement are to be maintained per Schedule "A" which is attached and made a part of this agreement.

ARTICLE 36 - NO STRIKES OR LOCKOUTS

36.1 The Company agrees it will not cause or sanction a lockout and the Union agrees it will not counsel or authorize any strike during the lifetime of this Agreement.

36.2 Further, the Company and the Union agree to abide by the "Ontario Labor Relations Act" with respect to strikes and lockouts.

ARTICLE 37 - NEGOTIATIONS

37.1 It is understood that during any negotiations following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.

37.2 During any period of negotiations for the renewal of a collective agreement, the terms and conditions of this agreement shall remain in full force and effect.

ARTICLE 38 - EMPLOYEE ADDRESSES & TELEPHONE NUMBER

38.1 It shall be the responsibility of each employee to keep the Company advised of their address and telephone number and to notify the Company in writing of any change of address and of any change of telephone number. The Company shall be deemed to have complied with any notice requirement if such notice is sent by registered mail to the last address shown on the Company's records for the employee involved.

ARTICLE 39 - HEAT CLAUSE

39.1 An employee who becomes ill due to excessive heat and/or humidity shall be allowed to leave work and shall be given approval to leave the plant. Employees who are ill due to heat sickness will not be required to remain in the building and will only be required to provide a medical note if they abuse this provision.

ARTICLE 40 - PAYROLL DEDUCTION

40.1 The Company shall set up a payroll deduction plan for any seniority employee who so desires providing it can be electronically deposited with the particular financial institution,

ARTICLE 41 - MACHINE SPEED

41.1 The Company agrees that no foreperson shall manipulate the speed of any machine for the purpose of harassing any employee. The Company recognizes the need to control cycle time. We would commit to you, in writing, the cycle time that each job should run at. We would further assure you that these jobs would not run at less than that cycle time unless we make a process improvement which allows us to realize a productivity gain within the operators' ability to perform the work.

Prior to the Company reducing cycle times on any machines, the Company will make the Committee aware of their intent to do so. The Company will provide all information (ie. Process improvements etc.) they are using to reduce cycle times to the Committee prior to the reduction.

Cycle times will be published in the book at the machine. A list of all cycle times for each tool and machine will be given to the Committee.

When the Company decides that one operator will run two machines the Company and the Shop Committee will meet to review the matter.

The Company will make available all information they are using to make the decision to the Committee.

41.2 In the case of a dispute regarding the speed of any machine, or having an operator run more than (1) one machine at a time, the General Manager will meet with the Union Committee to resolve the outstanding issues prior to any cycle time reductions or the requirement of one operator running (2) two machines. Should the matter remain unresolved, the Union will have the right to grieve the Standard at Step 4 of the grievance procedure.

ARTICLE 42 - NEW CLASSIFICATION

42.1 Within thirty days following the establishment of a classification not shown in the Agreement, the Company shall discuss with the Union the occupational summary of the job and the classification to which it has been assigned.

42.2 If the Union disagrees they shall lodge an appeal in writing to the Personnel Manager, or the Assistant.

42.3 The appeal shall outline the reason or reasons for disputing the description and the classification and wages and these shall be the only subject of appeal.

42.4 Failing a satisfactory disposition of the appeal, either party may refer the matter to arbitration, as provided in this Agreement.

42.5 The Arbitrator shall have the right to establish the classification and wage rate in dispute notwithstanding the provisions of Section 9.2.

ARTICLE 43 - COST-OF-LIVING-ALLOWANCE

43.1 In addition to the wage rates of each employee and subject to the conditions and provisions set forth herein, a Cost-of-Living Allowance shall be paid to each employee based on the following:

- (a) Effective March 1, 2004, .9268 will be folded into the base rates of all classifications itemized in this agreement.
- (b) Cost-of-Living shall be calculated quarterly and paid weekly on the following basis effective March 1, 2004.
- (c) Based on Index Published in

March 1, 2004	February, 2005
June 1, 2004	May, 2005
September 1, 2004	August, 2005
December 1, 2004	November, 2005

and adjusted as itemized each three (3) months thereafter.

- (d) The Base figure shall be the C.P.I. Index for December 2000 (1992=100). (115.1)
- (e) For each .0874 (1992=100) increase or decrease in the Cost-of-Living Index published for the calculation month, a one (1) cent upward or downward change shall be made in the Cost-of-Living Allowance. The cost of living allowance shall be payable commencing on the following dates:

<u>Increase Payable On</u>	<u>Per Payroll</u>
February, 2004	February 29, 2004
May, 2004	May 30, 2004
August, 2004	August 29, 2004
November, 2004	November 28, 2004
February, 2005	February 27, 2005
May, 2005	May 29, 2005
August, 2005	August 28, 2005

November, 2005	November 27, 2005
February, 2006	February 26, 2006
May, 2006	May 28, 2006
August, 2006	August 27, 2006
November, 2006	November 26, 2006
February, 2007	February 25, 2007

- (f) In no event shall a decrease in the Consumer Price Index (Statistics Canada) below the Base figure in (d) above provide a basis for a reduction in the classification wage schedule in this agreement.
- (g) The Union and the Company agree that should there be any revision of the Cost-of-Living Index published by Statistics Canada 1992=100, the Union and the Company will negotiate the manner in which the revised Index will apply to this Allowance. However, in no event, will the revised Index generate less than that which would have been generated under the 1992=100 (Statistics Canada).
- (h) Any Allowance accrued to employees as a result of this Cost-of-Living formula shall be included in any computation of vacation, holiday or overtime pay.

In addition, it is agreed that Cost-of-Living Allowance shall be paid on all compensated hours (excluding W.S.I.B. and S & A payments).

ARTICLE 44 - PAID EDUCATION LEAVE

- 44.1 (a) The Company agrees to pay quarterly the three cents (3) per hour for all compensated hours to the National

Union, C.A.W., Canadian Paid Education Leave Training Program, P.O. Box 897, Port Elgin, Ontario, NOH 2C0, as requested for the purpose of providing a trust fund for Paid Educational Leave.

- (b) The Company further agrees that members of the bargaining unit, selected by the union to attend such courses, will be granted a leave of absence without pay 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 paid leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 45 - DEFINITIONS

45.1 For the purpose of this Agreement, the following terms shall have the meaning hereafter specified:

"Employee" shall mean member of the bargaining unit as defined in this Agreement.

"Probationary Employee" shall mean an employee who has not acquired seniority as provided in this Agreement,

"Strike" shall be defined as in the Ontario Labour Relations Act.

ARTICLE 46 - GENDER

46.1 Whenever in this Agreement, gender is used, it will also include the opposite gender.

ARTICLE 47 - PENSION PLAN

47.1 Effective March 1, 2004, the Company shall contribute an amount equal to \$1.55 per compensated hour for each employee who has obtained seniority as pension payment until February 28, 2005, \$1.60 starting March 1, 2005 and \$1.65 starting March 1, 2006.

These payments shall be remitted monthly on behalf of each individual employee to Motorco Savings and Credit Union and shall serve as trust payments to individual Registered Retirement Savings Plan accounts for each individual employee.

Compensated hours shall be defined for the purpose of this article as hours worked, paid holidays, negotiated vacation time off, or any other days or hours for which the employee is paid but shall exclude leave of absence time spent on sickness or accident or workers compensation benefits.

Persons on authorized union leave of absence shall be considered as being at work and shall have contributions made on the basis of eight hours for each full day of such leave.

The individual pension accounts shall be established to permit additional employee contributions to their account. The responsibility for such additional deposits shall rest with the employee.

The individual pension accounts shall also be established to assure that no employee or their estate may withdraw any funds from the pension account unless the employee leaves the employment of the Company or if that employee should become deceased. The Union shall be given a copy of the hours worked per employee on a monthly basis.

ARTICLE 48 - SUBSTANCE ABUSE

Substance Abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment.

The Human Resources Manager and Assistant and Union Committee will administer the program. Union Substance Abuse Representatives will be provided such time as is necessary for the administration of the program.

ARTICLE 49 - DURATION

49.1 The agreement shall be effective on the 1st day of March, 2004, to and including the 28th of February, 2007. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time with a period of 90 days before the expiry date of the Agreement. Following such notice to bargain the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.

It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this

Agreement beyond the expiry date of the 28th day of February, 2007, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

If negotiations for renewal of this Agreement should extend beyond the expiry date, it is agreed that the negotiated wages of the Agreement will be retroactive to the termination date of the previous Agreement, regardless of the date the Agreement is executed.

It is understood that, during any negotiations following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.

The Union reserves the right to add to, or modify these proposals during negotiations.

Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

AGREED THIS DAY OF DECEMBER 20, 2003

FOR THE UNION

Glen Myers
Glen Myers
National Representative

Tammy Pomerleau
Tammy Pomerleau,
Chairperson

James Normand
James Normand,
Committeeperson

Karen Harnden
Karen Harnden,
Committeeperson

FOR THE COMPANY

Pannitto
Joe Pannitto,
Manufacturing Manager

John Miller
John Miller,
VP Negotiator

Martina DeAngelis
Martina DeAngelis,
HR Manager

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1 **REPRESENTATION FUND**

The Company will pay monthly into a special fund two (2) cents per hour per employee for all compensated hours to the Local Union for the purpose of representation in areas of WSIB, EI, CPP, Disability and Health & Welfare Benefits.

In addition this fund will be used to maintain the Local's fitness center for it's members and their families, a scholarship fund, a community services (donations) fund, and substance abuse fund.

LETTER OF UNDERSTANDING #2 **PLANT CLOSURE**

In the event of a plant closure, the Company will agree to meet with the Union to discuss issues relative to the closure. Employees will be given at least ninety (90) days notice of a plant closure.

LETTER OF UNDERSTANDING #3 **EMPLOYEE LISTS**

The Company agrees to provide monthly to the Chairperson a list of new hires, terminated employees and employees on S & A, W.S.I.B. and L.O.A.

LETTER OF UNDERSTANDING# 4 **QUALITY CONTROL**

The position of Relief Operator is continued . A Relief Operator will be responsible for relieving five (5) other operators per shift. The Company will continue with two (2) full time QC Inspectors per shift. When not relieving other operators, Relief Operators will assist in the areas of Quality and/or training.

LETTER OF UNDERSTANDING#5 **SPOTTING TOOLS**

It shall be the policy of Ventra Plastics - Windsor to spot all tools a minimum of once per year and where necessary, more often.

LETTER OF UNDERSTANDING# 6 **HARASSMENT TRAINING**

The parties agree that the Company will cover the costs of Harassment Training delivered by CAW. Said training will include three (3) days for the Shop Committee and management within Year 1 of this agreement and one (1) hour for all members within 18 months of ratification.

The one (1) hour for all members to be delivered by the Shop Committee and Management.

LETTER OF UNDERSTANDING#7 **MATERIAL HANDLER/JANITOR**

In order to allow senior employees the opportunity to bump into the material handler/janitor classification in the event of a layoff, the parties agree as follows:

The Company will train up to three (3) employees in January of each year as material handlers so that said employees will be allowed to displace junior material handlers in the event of a layoff. The Company will select the successful applicants for this position pursuant to the job posting provisions of the Collective Agreement.

The successful applicants for the back-up material handledjanitor position will be provided with two (2) weeks training. This training will be scheduled upon completion of the posting period. No more than three (3) applicants will be trained at the same time so as to minimize scheduling problems.

The Company reserves the right to assess the successful applicants during the two (2) week training period to determine whether they have the skill and ability to perform the work, including whether they pose a health and safety concern to themselves or others. No disqualification will occur prior to a full discussion with the individual, the Union and a member of the personnel department.

Once an employee has successfully completed the two (2) week training period, back-up material handledjanitors will be assigned to replace employees in the material handledjanitor classification who are absent from work for any reason. The replacement work will be offered to back-up material handledjanitors on a shift in order of seniority. Should the senior back-up material handledjanitor decline the work, the junior back-up material handler will be assigned to the work.

Notwithstanding the layoff provision in the agreement, in the event of a layoff, only qualified material handledjanitors will be allowed to displace material handledjanitors with less seniority. Otherwise, employees in the material handledjanitor classification with seniority cannot be displaced by senior employees in the event of a layoff.

LETTER OF UNDERSTANDING#8

PENSION

The Plant Committee will be provided with a monthly list showing the amount of contributions made to the London Life/ Motorco Savings and Credit Union RRSP account for each employee.

LETTER OF UNDERSTANDING#9

MODIFIED WORK

Subsequent to the ratification of this Agreement, the Company will do the following with respect to the continuation of its existing modified work program:

1. Make all supervisors aware of employees' restrictions.
2. Prepare a daily list of work available for employees on modified duties.
3. Allow employees on modified duties to go home early, in order of seniority, when there is insufficient work available for the shift.
4. Allow employees on modified duties to work on their respective shifts, seniority permitting, provided there is modified work available on that shift. The Company will make reasonable effort to keep modified workers on their regular shifts until there is a duty to accommodate as obligated by the applicable legislation.
5. Not require employees to perform work outside their restrictions.
6. Meet with employees on modified duties regularly to listen to their comments and suggestions.

7. Employees working on modified duties will continue to work the hours they were working while on regular duties, as per Article 20.1(a) or (b).
8. The practice of the Company keeping machines down at the start of the shift, then starting them up after the employees have picked their machines and putting modified workers on these machines will stop.

LETTER OF UNDERSTANDING #10 **JOB ROTATION - MOLDING**

It is mutually agreed that the molding machine operators on a seniority basis per shift shall be offered their choice of a group of machines, as established by the Union Committee and Management, for their operation. It is further agreed that Material Handler and Cleaners will be allowed to select their sections by seniority pending a review of the sections by the manufacturing manager or his designate.

Every six months the machines shall be regrouped as necessary and agreed upon by both parties. This will coincide with events that take place in the next paragraph. The first full week of June and the first full week of December (at shift preference change time) the machine groups shall be put into effect.

It is further agreed, that on particular molding machine operations, operators will rotate as is necessary to avoid possible injury, physical stress or job fatigue. As well, on future jobs of this nature the Joint Health and Safety Committee and Management will meet and address additional rotation as required.

LETTER OF UNDERSTANDING#11
PAY TELEPHONE

The Company agrees that the union employees will be allowed two (2) pay phones in designated areas within the factory. These phones will be used only for outward calls.

LETTER OF UNDERSTANDING#12
SHIFT PREFERENCE

Each seniority employee shall have the opportunity to bump onto another shift no more than twice annually in the first week of June and first week of December.

LETTER OF UNDERSTANDING#13
NEW TECHNOLOGY

When new technology or equipment is introduced to the plant, employees who are affected by such changes, shall be given the necessary training to adapt to the new equipment or machinery.

LETTER OF UNDERSTANDING#14
SHIFT ROTATION

Subsequent to the ratification of this Agreement, the Company and the Union will establish a new rotating shift schedule on the following basis:

1. The Union Committee will continue to work on the day shift as prescribed in the collective agreement.
2. Employees on the day and afternoon shift will rotate on a bi-weekly basis. Employees on the midnight shift will not rotate.

3. All employees will be allowed to bid for their preferred shift during the second week of May and November of each year.
4. Company and the Union will canvass the bargaining unit to ascertain whether there are employees who wish to voluntarily work the afternoon shift on a regular basis to offset the fact that the Union Committee work on steady days. These employees must be in the same classification(s) as the employees on the Committee. An employee who volunteers to go on regular afternoon shift will be eligible to return to swing shift or steady midnights in accordance with their seniority by giving thirty (30) days written notice of their intention in this regard.

LETTER OF UNDERSTANDING#15 **NEW EMPLOYEE ORIENTATION**

Effective November 4, 1988 as part of our indoctrination and training program for new hires, the Chairperson will be given ½ hour to meet with and discuss new employees' responsibility and rights under the Collective Agreement and the Constitution of the Union. This will normally be on their first day of work and will take place during the course of the shifts.

LETTER OF UNDERSTANDING#16 **SWITCH SHIFTS**

Employees will be allowed to switch shifts with other employees on the following conditions:

1. Both employees must be in the same classification on different shifts.

2. Both employees must sign and submit a shift exchange form at least 48 hours prior to the first shift to the Company for approval.
3. An employee working on a switch shift must perform the work of the employee he/she is switching regardless of their seniority.
4. Employees will not be allowed to permanently switch shifts.
5. No two (2) employees will be allowed to switch shifts for more than eight (8) weeks every six (6) months to coincide with bumping season without the consent of the Company.

LETTER OF UNDERSTANDING #17
WORK ASSIGNMENT DURING PREGNANCY

Subsequent to the ratification of this Agreement, the Company will do the following with respect to the work assignment for pregnant employees who may require modified work:

1. The Company will allow employees who are at least thirty-two (32) weeks pregnant to perform modified work. The employee will be allowed to perform modified work earlier than thirty-two (32) weeks if the employee's attending physician deems it necessary for medical reasons.
2. If the individual cannot adjust to a machine the Company has attempted to modify, she will then go into the modified work classification at the start of the next full work week pursuant to the letter of understanding regarding modified work.

LETTER OF UNDERSTANDING#18 **GRIEVANCE COMMISSIONER**

As an alternative to the regular Arbitration procedure, the parties shall have the option of mutually agreeing to refer a grievance to a Grievance Commissioner following the third step of the Grievance Procedure in the following manner:

1. The Employer and the Union may agree in writing to the appointment of a person as a single arbitrator to be known as a Grievance Commissioner, who will set aside such time as may be requested by the parties to consider and determine the grievances referred hereunder for final and binding arbitration. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator pursuant to Article 9 of the Collective Agreement.
2. Through the Grievance Commissioner, the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out in the following paragraphs.
3. The decision of the Grievance Commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the agreement, the decision of the Grievance Commissioner shall:
 - i) be consistent with the provisions of the Collective Agreement.

- ii) be confined to the grievance referred to the Commissioner.
- 4. The Union and the Employer shall each be responsible for one-half the expenses of the Grievance Commissioner.
- 5. The parties shall provide the Commissioner with the grievance, the replies and a brief written representation on which they intend to rely. Such statements must be mailed not less than ten (10) days before the commencement of the hearing.
- 6. The parties shall meet at least ten (10) days prior to the hearing date in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be provided to each party and the Grievance Commissioner before the commencement of the hearing.
- 7. The purpose of the hearing is to clarify the issues and facts in dispute. At the hearing, the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
- 8. The Grievance Commissioner must render a decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party, after the decision has been rendered, the Grievance Commissioner shall deliver brief reasons, but such reasons shall not form part of the decision.
- 9. When the Grievance Commissioner is required the Employer and the Union shall mutually agree who shall act as Grievance Commissioner.

LETTER OF UNDERSTANDING # 19
JOB SELECTION ON OVERTIME

For the purpose of picking on overtime the following shall apply:

- 1st - Shift
- 2nd - Classification
- 3rd - Seniority

LETTER OF UNDERSTANDING #20
SAFETY SHOES

Seniority employees in the material handler/janitor and cleaner classification will be provided with a safety shoe allowance of up to \$125.00 towards the purchase of CSA approved safety shoes. These payments will be made in March of each year. Employees will be required to provide the Company with a receipt in order to qualify for the payment. Employees who receive a safety shoe allowance will be required to wear their safety shoes while working. Effective March 1, 2005 the allowance will be increased to \$130.00. Effective March 1, 2006 the allowance will be increased to \$135.00.

LETTER OF UNDERSTANDING #21
WORK OUTSIDE THE PLANT

The Company will give preference to the senior employee in the bargaining unit who is qualified, willing and able to perform work outside the plant when this work is planned in advance. Nothing in this letter of understanding shall prevent the Company from utilizing the most available qualified employee to perform work outside the plant in the event of an emergency, in order to allow the Company to provide the best service to our customer.

LETTER OF UNDERSTANDING#22
UPGRADES AND/OR ALTERNATE WORK ASSIGNMENTS

It is understood and agreed that when employees volunteer for an upgrade or alternate work assignment(i.e. 100% audit, grinding, hold area, or cleaner) said employee will accept said work for any occasion required that particular week.

LETTER OF UNDERSTANDING#23
FORK TRUCK TRAINING

The Company and the union discussed the need for employees to receive more practical training on forklifts. The Company confirms that during the term of this collective agreement, the Company will provide reasonable additional training to employees who regularly drive lift truck. This training will be conducted by a certified lift truck trainer.

LETTER OF UNDERSTANDING#24
EDUCATION

Employees with one (1) or more years of seniority, who desire to further their education may make an application to the Human Resources Department to go on either steady day shift or steady afternoon shift for the length of such education.

Approval for such change shall be conditional on the following:

- I.) Thirty (30) days prior notice in writing stating the course name, educational facility, starting date and duration of the course.
- 2.) The employee provides evidence of acceptance to the education program within **five (5) days** of the start of their course.
- 3.) The employee is able to find another employee with whom to

switch shifts. The employee must be in the same classification, performing similar work and be willing and able to perform the employee's work.

- 4.) No more than five (5) employees will be allowed to exercise the above clause at one time.
- 5.) If an employee fails to attend , discontinues the course, or fails to pass the course they are enrolled in, the employee will not be able to exercise this clause for one (1) calendar year.

The employee must be required to attend school at least two (2) days per week to be eligible for this arrangement.

Employees who attend class one (1) day per week will only be allowed to change shifts for the day on which their class occurs.

LETTER OF UNDERSTANDING #25 **OIL SPRAY**

In the event an employee is sprayed with oil as a result of a line breaking, operators who need to leave the plant to shower and change their clothes will be compensated for reasonable time spent in this regard. Employees must still punch out and back in to confirm the time they were absent from the plant.

LETTER OF UNDERSTANDING #26 **LACK OF WORK PROCEDURE**

The Supervisors will use the seniority list for the shift. Modified will be asked separately, not with the operators. Before the supervisor sends anyone home she/he will investigate and find out if there is work available anywhere else in the plant.

- 1.) By seniority all classifications.
- 2.) Posted classifications backups must be available or a qualified employee will be asked to upgrade and she/he must be willing to upgrade.
- 3.) Employees voluntarily upgrading must be willing and able to perform all job functions: (ie. cleaning oil spills, lift truck qualified etc.)
- 4.) Relief Operators are exempt from these rules. Relief operators will be included with operators.
- 5.) Anyone switching shifts for any reason, one day, or the full week will keep their own seniority numbers for lack of work.

The list will resume where we left off on the seniority list (ie. the last person to leave the building.) Operation Supervisors will keep track of who is next to go home. Please understand that you may be redirected where work **is** available and not sent home. In the case where the Company cannot find enough volunteers to go home, the low seniority will be sent.

LETTER OF UNDERSTAND#27 **HEAT RELIEF**

To determine if Heat Relief is required:

- 1.) Take temperature at designated machines:
 - Machine #1
 - Machine #7
 - Machine #10
 - Machine #14
 - Machine #20
 - Machine #24

Union Health & Safety Rep or Union person in presence of Operation Supervisor takes the temperature with the Temperature / Humidity thermometer as needed.

- 2) Record all temperatures and humidity readings on sheets. Find reading on chart to determine the humidex. This number determines if heat relief is required.
- 3.) At least two (2) machines must meet the criteria 93.2F to 103.9F two (2) additional ten minute breaks per shift for each employee. Temperature of 104F and greater three (3) additional ten minute breaks for each employee.
- 4.) The parties will also rely on the Humidex graph as agreed to on June 26, 2000 and the Heat Relief schedule dated August 9, 2000 although these documents do not form part of the Collective Agreement.

LETTER OF UNDERSTANDING #28 **STUDENTS**

Students will be allowed to work on production only during the months of June, July and August to cover for vacation and leave of absence only.

Students will be required to pay union dues and initiation fees.

Students will not be allowed to work if seniority employees are on layoff.

Students will be the first employees to be sent home in the event of lack of work if there are insufficient volunteers to go home.

Students will be subject to the same conditions of employment as probationary employees, save and except the seniority provisions, grievance procedures and fringe benefits.

Students will be paid the same rate of pay as a probationary employee.

Students will not work overtime until all other employees have been asked to work.

The Company will supply the Union with a list of all students and names of the employees absent for vacation and leaves of absence.

LETTER OF UNDERSTANDING #29 **LUNCH ROOM**

The Company undertakes to do a major cleaning of the current lunchroom facilities (walls, floors, paint) during the Christmas shutdown and Summer Shutdown. The lunchroom will also be cleaned twice per day. The current smoking room will remain.

LETTER OF UNDERSTANDING #30 **VENTILATION**

The Company undertakes to review the existing ventilation and investigate opportunities for improving the ventilation.

LETTER OF UNDERSTANDING #31 **MEDICAL NOTES**

Where the Company requests that an employee provide a medical note, the Company will pay up to \$20.00 towards the cost of such note.

LETTER OF UNDERSTANDING #32 **BENEFIT COVERAGE**

No employee who is eligible for benefits will be deprived of any benefit coverages as a result of being married to (or a dependant of) another employee of the Company.

LETTER OF UNDERSTANDING #33
HEARING PROTECTION

In the event the Company determines that hearing protection is needed, the Company will meet with the Union to determine the appropriate hearing protection and make it available to employees at no cost .

This Agreement, made and entered into by and between Ventra Plastics - Windsor hereinafter referred to as "the Company" and the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada, and its Local 195, C.A.W., hereinafter referred to as "the Union".

1. It is mutually agreed between the Company and the Union that the Agreement entered into between the parties dated March 1, 2004, shall remain in full force and effect, except as to such conditions, provisions, and agreements as are hereinafter specifically set forth modifying and amending said Agreement.
2. All amendments and additions to the Collective Agreement signed by the parties during negotiations will be incorporated into the Collective Agreement.
3. All monetary and benefit changes shall be effective March 1, 2004, unless otherwise agreed.

DATED at Windsor, Ontario, this 20th day of December 2003.

**VENTRA PLASTICS WINDSOR
A DIVISION OF VENTRA GROUP INC**

**NATIONAL AUTOMOBILE,
LIMITED AEROSPACE AND
AGRICULTURAL
IMPLEMENT
WORKERS OF CANADA,
C.A.W. AND ITS LOCAL 195,
VENTRA PLASTICS -
WINDSOR
A DIVISION OF VENTRA
GROUP INC.**

Joe Pannitto

Joe Pannitto

Tammy Pomerleau

Tammy Pomerleau

Martina DeAngelis

Martina DeAngelis

James Normand

James Normand

John Miller

John Miller

Karen Harnden

Karen Harnden

Glen Myers

Glen Myers

SCHEDULE "A" - HOURLY RATES OF PAY

CURRENT CLASSIFICATION	CURRENT RATE	RATES INC. COLA (.9268)	EFFECTIVE DEC. 20/03 (\$.45 incr.)	EFFECTIVE MARCH 1/05 (\$.45 incr.)	EFFECTIVE MARCH 1/06 (\$.45 incr.)
Operator (Machine)	\$20.21	\$21.13	\$21.58	\$22.03	\$22.48
Q.C. Rover	\$20.71	\$21.63	\$22.08	\$22.53	\$22.98
Relief Operator	\$20.56	\$21.48	\$21.93	\$22.38	\$22.83
Material Handler/ Janitor	\$20.71	\$21.63	\$22.08	\$22.53	\$22.98
Cleaner	\$20.31	\$21.23	\$21.93	\$22.38	\$22.83
(Special Rate Increase Of .25 cents)					

NOTE: The above hourly rates of pay do not include any Cost-of-Living Allowance.

PROBATIONARY RATE: New employees will make \$1.00 per hour below normal hourly rate during their probationary period. (The Company may, in its discretion, pay any probationary employee a higher rate of pay, provided that no such rate shall be higher than the rate set forth above for the job.)

SHIFT PREMIUM: Afternoon Shift -- .40 per hour
Midnight Shift -- .50 per hour

SIGNING BONUS

The Company will pay all seniority employees as of the date of ratification of this Agreement a signing bonus of \$750.00, less required statutory deductions. These payments will be made by separate cheque on December 20, 2003.