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COLLECTIVE AGREEMENT

SOURCE	Union		
EFF.	94	01	01
TERM.	96	12	31
NO. OF EMPLOYEES	110		
NOMBRE D'EMPLOYES	80		

BETWEEN :

WEGU CANADA INC.

(hereinafter referred to as the "COMPANY")

-and-

**UNITED RUBBER, CORK, LINOLEUM AND PLASTIC WORKERS OF AMERICA
LOCAL 1093, AFL:CIO:CLC**

(hereinafter referred to as the "UNION")

ARTICLE 1 - PURPOSE

1.01 The parties are agreed that in accordance with the general purpose of this Agreement it is mutually advantageous that the Company operates in an efficient and profitable manner.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agent of all employees of **WEGU Canada Inc.**, save and except foremen and foreladies, persons above the rank of foreman and forelady, office and sales staff and students employed during the school vacation period.

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ARTICLE 3 - RELATIONSHIP AND UNION SECURITY

3.01 The Company and the Union agree that there **will** be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them, or by any of their representatives or members, because of an employee's membership or **non-membership** in the Union, or because of **his/her** activity or lack of activity in the Union.

3.02 (a) Any employee, who is a member of the Union in good standing on the effective date of this Agreement, shall maintain **his/her** membership in the Union as a condition of **his/her** continued employment for the duration of this Collective Agreement, to the extent of paying Union dues in accordance with the **Constitution** of the **URCL&PWA** as determined by the Local Union and uniformly required of all members of the Union, as a condition of acquiring or retaining membership therein.

(b) Any employee in **the** bargaining unit who is not a member of the Union shall become a **member of the Union on the effective** date of this Agreement, as a condition of **his/her** continued employment, and shall maintain **his/her** membership on the same terms and to **the** same extent as provided in subsection **3.02(a)**.

(c) Any person hired on or after the effective date of this **Agreement**, or transferred therein after such effective date, shall make application for Union membership and shall, as a condition of his/her continued employment, maintain his/her membership on the same terms and to the same extent as provided in subsection **3.02(a)**.

(d) All present employees and all **new** employees including employees transferred into the bargaining unit must sign a dues authorization and deduction form as provided in section **3.03(a)**.

3.03 (a) The Company will deduct the authorized Union dues and assessments from the first pay received in each month, of each employee from whom it has received or **may** receive during the life of this Agreement, a dues authorization and deduction form in the following format:

Date: _____ **19** _____

Effective as of this date, I hereby authorize WEGU Canada Inc. to deduct from wages due me, **first** month's dues, current monthly dues and any unpaid regular monthly dues, rejoining fee (if any) and general assessments which are established by Local **1093**, and to be deducted in accordance with the Collective Labour **Agreement**, the amount **of** which deduction shall have been notified **by** the Union to the Company from time to time. Said dues to be remitted by the Company to the Treasurer of Local **1093, URCL&PWA**. This assessment and authorization shall be **irrevocable** in accordance with the provisions of Article **3** of the Collective Agreement between

the Union and the Company and I acknowledge that I understand the provisions of Article 3 thereof.

Signature of member: _____

Address, Street: _____

City: _____ Postal Code: _____

Telephone: _____

Clock Card No.: _____ Dept. No.: _____

(b) If there are **insufficient** monies in the first pay in any calendar month to enable the Company to deduct all of **the** Union dues for such months, the deduction shall be made from the next succeeding pay to which the employee is entitled.

(c) All authorizations for Union dues are to be executed in triplicate by the employee concerned. One copy is to be retained by the employee who executed the authorization, one copy to be given to the Treasurer of **Local 1093**, and the third copy to be retained by the Company.

3.04 The Company, when remitting to the Treasurer of **Local 1093** the Union dues deducted as herein provided, will furnish the Union with a list of names and clock card numbers of employees classified as follows:

- (1) Employees from whose pay deductions have been made and the amount.
- (2) Employees from whose pay no deductions have been made and reason therefor.

- (3) Employees who are no longer employees of the Company.
- (4) A completed **check-off** certification form supplied by the Union.

3.05 The assignments **and** authorizations, once executed, shall be irrevocable for the duration of this Collective Agreement or any renewal thereof, provided that, if the termination of this Agreement or any renewal thereof is followed by the execution of a new Agreement, those' assignments and authorizations shall be deemed to **be** automatically renewed **for** the duration of such new Agreement.

3.06 The Union shall indemnify **and** save the Company harmless from **any** claims, suits, judgements, attachments and any other form of liability as a result of the Company making any deductions in accordance with the foregoing authorizations and assignments, and **the** Union will make refunds directly to **all** employees from whom a wrongful deduction has been made.

3.07 The Company will insert the amount of authorization Union dues deducted **from** an employee's pay on **his/her T-4** form.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Subject to the terms of the Collective Agreement, the Union recognizes and acknowledges that the management of the Company and direction of the work force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) determine **schedules**, production standards and quality standards, quantity standards, incentive standards and rates, shifts, hours, the content of work jobs, and to assign work to employees;
- (c) determine the place, means, methods, processes and schedules of production, number of employees, and location extension, limitation, curtailment or cessation of operations or any part thereof, and the products to be manufactured;
- (d) hire, classify, promote, demote, rehire, lay off. or transfer employees;
- (e) suspend, discipline, or discharge employees for just cause, provided that a claim by an employee, who has acquired seniority, that **he/she** has been discharged or disciplined without **just** cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (f) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees. **It is** further agreed that the Company has the right to establish and/or alter reasonable rules and regulations to be observed by the employees, examples of which are attached hereto as Appendix "**B**". **Such** rules and regulations shall not **be** inconsistent with this Agreement:

(g) plan direct, and control plant operations.

4.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Company rules, or any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline or dismissal of an employee, provided that nothing herein shall prevent an employee from going through the grievance procedure to determine whether or not such breach actually took place.

ARTICLE 5 - UNION-COMPANY CO-OPERATION

5.01 The Union agrees to give the Company close co-operation in the elimination of waste, inefficient production and poor workmanship.

ARTICLE 6 - NO STRIKES - NO LOCKOUTS

6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievances, the Union undertakes that, during the life of this Agreement, the Union will not cause, or permit its members to cause, nor any of the members of the Union or employees covered by this Agreement to take part in any strike, picketing, slowdown or stoppage of work or Interference with work or production.

6.02 During the term of this Agreement, the Company agrees that there will be no lockout of employees.

6.03 The Employer shall have the right to **discharge** or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage, or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and **dealt** with, **as** provided in Article 8.

6.04 The Union agrees that it will not involve the Company or any employee of the Company either directly or indirectly, in any dispute which may arise between any other employer and the employees of such other employer.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer acknowledges the **right** of the Union to appoint or otherwise select a Bargaining Committee which shall be composed of two (2) members. The Union will be permitted to **elect** or select one (1) Union Steward for every twenty-five (25) employees, or one (1) Steward for each shift, whichever is greater. The Bargaining Committee members and Stewards shall have at least one (1) year's seniority with the Company, **and** shall be regular employees of the Company during their **time of** office. The name of each of the Bargaining Committee and Stewards chosen or

otherwise selected from time to time, shall be **given** to the Employer in writing and the Employer shall not be required to recognize any such Stewards or Bargaining Committee until it has been so notified.

7.02 The Union recognizes and agrees that the employees covered by this Article have regular duties to perform in connection with their employment and, unless specifically authorized by this Agreement, the work of the Union Representatives shall not be **carried** on during working hours. **It** shall be the duty and function of the said Representatives to assist **in** the carrying out of the terms and provisions of this Agreement, including the adjustment of all grievances and complaints, and to prevent violation of this Agreement.

7.03 The privileges of a representative to leave **his/her** work without loss of basic pay to attend to Union business is granted on the following conditions:

- (a)** Such **business** must be between the Union and the Management. Employees having grievances cannot discuss these with their representatives during working hours, except when approval is given by their supervisors, which approval will not be unreasonably withheld. A discharged employee shall be allowed to meet with **his/her** Union Representative for a reasonable period of time before **leaving** the plant.
- (b)** The time shall be devoted to the prompt handling of necessary Union business.

- (c) The Representative concerned shall **obtain** the permission of **the** foreperson concerned before leaving **his/her work**.
- (d) **He/she** must not enter a department or **area** other than **his/her** own, without explaining to the foreperson of such department **or** area, the purpose before proceeding into that area.
- (e) The time away from work shall be reported in accordance with the timekeeping methods of the Employer.
- (f) The Employer reserves **the** right to limit such time if **it deems** the time so **taken** to be excessive, such right not to **be** unreasonably exercised.

ARTICLE 8- GRIEVANCE PROCEDURE

8.01 The parties hereto shall **meet** promptly through their authorized representatives respectively to discuss and adjust any dispute and/or grievance which may **arise** between the parties. Every effort shall **be** exerted mutually to adjust any and all grievances which may arise.

8.02 There shall be one regular meeting between the Company and the Union each month. **Additional** meetings shall be held when required.

8.03 The Bargaining Committee shall consist of two (2) members and they shall be **selected** by the Union.

8.04 Any dispute or grievance between the employees and the Company shall be dealt with as follows:

STEP 1: Between the employee and/or the Steward and the Foreperson, **failing settlement**, the grievance **will be** reduced to writing and presented to the Foreperson, who shall render a decision to the Steward within two **(2)** full working days; failing settlement, within two (2) working days:

STEP 2: Between the Steward and a Bargaining Committee Member and the Manufacturing Manager. The Manufacturing Manager shall give **his/her** answer in writing within three **(3)** working days; failing settlement, within three **(3)** working days:

STEP 3: Between the Bargaining Committee and not more than three **(3)** representatives of the Company. A representative of the International Union shall **be** present at **this** step. The Company shall render its written decision within three **(3)** working days thereafter. Failing settlement, the dispute may be referred to arbitration.

8.05 A discharged employee who has attained seniority shall have the right to meet with **his/her** representative for a maximum of fifteen (15) minutes prior to leaving the plant. A grievance by such a discharged

employee shall be in writing as per **Step 1** and shall be filed within five (5) working days of the discharge but shall be processed commencing at Step 2 of the grievance procedure.

8.06 Both parties to this Agreement agree that any dispute or grievance of an employee who has attained seniority ~~or~~ a Management or Union policy grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 8.05 above and which has not been settled, may be referred to a Board of Arbitration, at the written request of either of the parties hereto within thirty-five (35) days of the Company's written decision at Step 3.

8.07 The Board of Arbitration will be **composed** of one (1) person appointed by the Employer, one person (1) person appointed by the Union and a third person to act as Chairman chosen by the other two (2) members of the Board of **Arbitration**.

8.08 A request for Arbitration by a party shall include the name of the party's nominee to the Board of Arbitration. Within ten (10) days of receipt of a **request**, a party shall name its nominee.

8.09 Should the person chosen by the Company to act on the Board of Arbitration and the person chosen by the Union fail to agree on a third person, the Ontario Labour-Management Arbitration Commission will be asked to nominate a person to act as Chairman.

8.10 The decision of a Board of Arbitration or a majority thereof, constituted in the above manner shall be binding on both parties and the employees.

8.11 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement, nor to deal with any matter not covered by this Agreement, of any matter which does not involve the interpretation, application, administration, or alleged violation of this Agreement.

8.12 Each of the parties to this Agreement will bear the expenses of the nominees appointed by it, and the expenses of preparing and presenting its own case, including wages or salaries of its witnesses, and the parties will jointly bear the expenses, if any, of the Chairman.

8.13 The time limits in Article 8 may be extended by mutual agreement of the parties in writing. If a time limit has not been so extended, failure of the Union to proceed within the time limit will be deemed to be an abandonment of the grievance. Failure of the Company to reply within the time limit will be deemed to be a denial of the grievance entitling the grievor to proceed to the next step or stage in accordance with Article 8.

8.14 No person may be appointed an arbitrator who has been a party to an attempt to negotiate or settle the grievance.

8.15 Members of the Bargaining Committee and Stewards will be paid for time spent in the investigation and settlement of grievances and for all meetings with the Company at their average rate. This Article does not apply to the arbitration procedure.

8.16 A matter which has been properly processed through the grievance procedure may, on the agreement of the parties, be referred to a sole arbitrator.

8.17 It is acknowledged that both the Union and the Company have recourse to the arbitration procedures set out in Section 45 of The Labour Relations Act.

ARTICLE 9 - SENIORITY

9.01 Seniority as referred to in this Agreement shall mean the length of ~~service~~ with the Company from ~~the~~ **date** of **last** hiring by the Company.

9.02 Seniority shall be exercised on a departmental basis. The departments are:

- 1** Mixing, Preform & Stock Preparation
- a** Tank Lining
- 3** Vulcanizing - a) Compression b) Injection
- 4** Trim, Assembly, Clean and Packing
- 5** Shipping and Receiving
- 6** Maintenance
- 7** Deflashing
- 8** Machine Shop
- 9** Metal Preparation
- 10** Vulcanizing Utility
- 11** Roll Covering

9.03 An employee ~~will~~ be considered on probation for ~~his/her~~ first ~~sixty~~ (60) days actually worked during any twelve (12) consecutive months and ~~will~~ have no seniority rights during that period. After ~~completion~~ of the

above probationary period, the employee shall then be assigned a seniority date credited to last date of hire.

9.04 During the probationary ~~period~~ referred to ~~above~~, the employee shall be considered as being employed on a trial basis and may be disciplined, discharged or laid off at the discretion on the Company. Discharge or lay off of a probationary employee shall be subject to the grievance procedure, but shall not be subject to Arbitration.

9.05 When two (2) or more employees attain seniority on ~~the~~ same date, they shall be placed in alphabetical order on all seniority lists.

9.06 Provided that, in the opinion of the Company, the employees affected are of equal skill, competence, efficiency, ability and qualifications, the last employees hired shall, ~~in~~ the case of a lay off, be the first laid off and the last employees laid off shall be the first rehired.

9.07 Seniority ~~shall~~ accumulate in ~~the~~ following circumstances only:

- (a) when actually at work for the Company;
- (b) when off ~~the~~ payroll due to lay off, sickness or accident in which case seniority will ~~continue~~ to accumulate for a period of time equal to six (6) months excluding Workers' Compensation;

- (c) when off the payroll due to personal leave of absence or Union business;
- (d) when absent on vacation or on legal holidays.

9.08 Seniority shall terminate and an employee shall cease to be employed by the Company when he/she:

- (a) voluntarily quits his/her employment with the Company;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off the payroll for a continuous period of twelve (12) months or the length of the employee's seniority whichever is shorter except in the case of an absence which is compensable under the Workers' Compensation Act or an absence due to sickness or injury if the employee provides to the Company medical documentation reasonably satisfactory to the Employer explaining the illness or injury;
- (d) fails to report for work when recalled from lay off within seven (7) working days following mailing of notice to report by the Company sent by registered mail or courier to his/her last known address, unless the employee has previously notified the Payroll Department that he/she will be away for more than one (1) week except where the failure to do so is beyond the employee's control;
- (e) fails to return to work upon the termination of an authorized leave of absence unless a valid reason acceptable to the Company is given;
- (f) accepts gainful employment while on a leave of absence without first obtaining the consent of the Company and the Union in writing;

- (g) is absent from work without providing a valid reason acceptable to the Employer for two (2) working days or more.

9.09 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement and is later placed in a position within the scope of this Agreement, he/she shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity.

9.10 It shall be the duty of each employee to notify the Company promptly of any change of address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee.

9.11 Any employee's return to work after sick leave will be conditional upon his/her supplying, when requested, a certificate from a physician verifying the dates of absences and that he/she is fully recovered from the sickness which caused his/her absence.

ARTICLE 10 - JOB POSTING

10.01 When a permanent vacancy occurs which the Company decides to fill and for the creation of a new position, the following procedures will apply:

- (a) The vacancy will be posted on all plant bulletin boards for a period of three (3) working days. Application for the job should be made in writing by employees directly to their supervisor.
- (b) An employee can be awarded a job vacancy outside his/her own department only once within any six (6) month period.

10.02 In selecting employees for jobs which are posted, the Company shall consider the following factors in determining which employee is to be awarded the posted job:

- (a) The requirements and efficiency of operations and the skill, qualifications and experience of the employees to do the job.
- (b) The seniority of each employee concerned.

When, in the judgement of the Company, (a) is to all intents and purposes equal as between two (2) or more employees, seniority shall govern.

10.03 In order to insure continuity of production, it may be necessary, at times, to delay transfer of an employee awarded a job posting.

The successful applicant shall be moved to **his/her** classification within two (2) **weeks** provided the replacement is fully **trained** on the job being vacated.

10.04 The Company reserves the right to fill a vacancy temporarily pending the selection of an employee to fill the vacancy on a permanent basis.

10.05 If the job vacancies cannot be filled under the provisions noted above, the Company reserves the right to **fill** a vacancy **from** any other source including hiring from outside.

10.06 The posting procedure applies to an original vacancy only. A vacancy resulting from filling the original vacancy may be posted at the discretion of the Company.

10.07 An employee transferred under this Article may be returned to **his/her** former position at any time during the first four (4) weeks on the new job if **his/her** performance is not satisfactory.

ARTICLE 11 - TEMPORARY TRANSFERS

11.01 For the purposes of this Agreement, a temporary transfer shall be a **transfer** of an employee out of **his/her** regular job classification.

11.02 An employee who is temporarily transferred for the convenience of the Company to another job shall be paid the higher of his/her **average hourly earnings (piecework) or the base rate for the job to which he/she is transferred.**

11.03 An employee who exercises his/her seniority by displacing another employee rather than taking a lay off shall be paid on the **job** into which he/she transfers at the **step** to which his/her experience in **the job** entitles him/her **and the benefits assigned to the position the employee is transferring into.** An **employee** bumping into a **job** must have **the** skill and ability to perform the work available.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 The following paragraphs and sections are intended to define the normal hours of work and **shall** not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

12.02 (a) A normal work week shall be **forty-two** and one-half (**42½**) hours composed of five (5) **shifts** of eight and one-half (**8½**) hours per shift.

(b) When the applicable **departments** are working a three **(3)** shift operation, a normal **work** week shall be **thirty-seven** and one-half **(37%)** hours **composed of five (5)** shifts of seven and one-half **(7 ½)** hours per shift.

12.03 The unpaid lunch period will be specified and will not be later than four and one-half **(4 ½)** hours after the start of the shift. No **employee** will be called away from **his/her** lunch.

12.04 Two **(2)** ten **(10)** minute **rest** periods will be allowed each shift with smoking privileges in areas designated for smoking by the Company.

12.05 An employee who reports to **work** who had no reason for believing that work would not be available shall be paid a minimum of four (4) hours pay at his/her base rate or average hourly earnings (piecework) whichever is greater except in the case of fire, flood or power failure outside the company property.

12.06 The Company may schedule a second shift or third shift as production requires:

Employees working the second or third shift shall receive a shift premium as outlined in Appendix "A" which forms part of this Agreement.

12.07 Work performed on a **paid** holiday shall be paid at time and one-half the employee's average hourly earnings (piecework) exclusive of premium, plus pay for the holiday, as outlined in Article 15.02.

12.08 All work performed by **an** employee on Saturday shall be paid at the rate of time and one-half the employee's regular base rate or average hourly earnings (piecework) whichever is greater inclusive of premiums (if any), provided the employee has worked or been compensated by the Company for ~~thirty-three~~ and one-half (33%) regular hours for three shift operations or ~~thirty-eight~~ and one-half (38%) regular hours for one or two shift operations, except that normal working hours not worked due to approved Union leave, sickness verified to the Company's satisfaction, or other approved leaves of absence under this **Collective** Agreement shall be counted as time worked for purposes of computing weekly overtime.

Work performed on Sundays shall be paid at the rate of two (2) times the employee's regular **base** rate or average hourly earnings (piecework) whichever is greater inclusive of premiums. While the parties recognize that overtime **on** Sundays is voluntary, the Company retains total discretion to offer such Sunday work as is available **only** to those employees who have worked all their available hours Monday through Saturday inclusive **during** the current week.

Work performed by an employee prior to the start of his regularly scheduled shift shall be paid at the rate of time and one-half the employee's regular base rate or average hourly earnings (piecework) whichever is the greater inclusive of premiums.

12.09 The Company shall have the right to schedule overtime when at its discretion it is required.

12.10 There shall be no pyramiding of premium pay provisions. The employee shall be entitled to the single premium providing the greatest benefit.

12.11 Any short pay in excess of twenty-five dollars (425.00) will be adjusted in the same week in which it is brought to the Employer's attention. Other short pays will be made up in the next pay week.

12.12 The Company may implement the following work schedule and conditions for the Vulcanizing Department or parts of it. For the time during which these conditions are in effect, the remainder of Article 12 will not apply.

- (a) 12 hour shifts including two 20 minute paid lunch breaks but no other rest periods.

- (b) **Normal schedule 168** hours paid per four (4) week cycle provided that this is no guarantee that many hours will always be available.
- (c) Two (2) weekends off **per four (4)** week cycle.
- (d) Time and one-half for hours worked on first day in a calendar week which is additional to having worked the employee's full schedule shift and double time on the second day. The Company shall have the **right** to schedule overtime at its discretion.
- (e) **When on this schedule and the** department works on a paid holiday (Article **15.01**) employees will be **paid as** follows if they qualify under Article **15.02** and **15.03(b)**:
 - the employee who works the paid holiday will receive an additional eight (8) hours pay but **not** receive in lieu time off.
 - the employee who does **not** work the paid holiday will receive an additional eight (8) hours pay.
- (f) Employees working the second shift shall receive a shift premium of thirty-seven cents (50.37) **per** hour.

12.13 **During the 1993 negotiations, the parties discussed at length the requirement for seven (7) day coverage at straight time in the Maintenance Department. The parties agree that if the need arises during the term of this agreement for such coverage the company and the union will negotiate an agreement satisfactory to both parties. In the event that a satisfactory agreement can not be reached, the existing schedule shall remain in effect.**

12.14 Employees who are hired to work the weekend shift shall be treated as follows:

- (a) twelve (12) hour shifts on each of Saturday and Sunday, both at straight time;
- (b) six (6) hours pay for each paid holiday to which they are entitled except twelve (12) hours pay if the holiday falls on a Saturday or Sunday;
- (c) time and one-half for hours worked in excess of twelve (12) hours per shift provided the employee works both days on the weekend;
- (d) a weekend employee who is temporarily transferred to a different schedule shall be paid according to the conditions for that schedule;
- (e) weekend employees shall be entitled to health benefits but they will be required to pay the normal percentage of the premiums and in addition, pay fifty percent (50%) of the company's portion of the premium (excluding dental); and,
- (f) for seniority purposes, a twelve (12) hour shift shall count as 1.5 days.

ARTICLE 13 - WAGES

13.01 The rates of pay and classification schedules shall be those set out in Appendix "A" attached hereto and forming part of this Agreement.

13.02 It is the policy of the Company to pay wages weekly.

13.03 An employee must be advised of any change that is made on his/her time sheet by the end of the next working day or by 8:00 a.m. the

following Tuesday for piecework changes if the parts are inspected or trimmed by the trim department. Both the employee and the supervisor or manager changing the time sheet must initial the change. If the change is not initialled, the employee is to receive the rate of pay as it was originally submitted.

ARTICLE 14 - HEALTH BENEFITS

14.01 The Company agrees to pay fifty percent (50%) of the premium costs, effective January 1, 1994, of the following benefit plan:

1. Life Insurance:
Coverage at \$20,000.
2. Accidental Death and Dismemberment (A.D.&D.):
Coverage at \$20,000.
3. Disability Benefit (Weekly Indemnity):

After seventeen (17) weeks and payable for a thirty-five (35) week duration, a weekly benefit of \$200.00 will be paid.

(Explanation of Item No, 3):

The seventeen (17) week waiting period is based on U.I.C. disability coverage, which has a two (2) week qualification or waiting period and the sixty percent (60%) of wages up to U.I.C. maximum for a period of fifteen (15) weeks.

14.02 The Company agrees to pay seventy-five percent (75%) of the premium costs, effective January 1, 1994, of *the following* benefit plan:

Extended Health Care - this coverage reimburses the employee for 100% of covered expenses, after the deductible of \$25.00 (maximum \$50.00 per family) annually, excluding hospital care which is fully covered. Details of all benefits are listed in the insurance booklet available to the employees.

14.03 The Company agrees to provide **vision care** for the employees or their dependent families as follows:

The Company will reimburse the cost of prescription glasses up to a maximum of \$125.00 every two (2) years for an employee with a minimum of one year's seniority.

14.04 **The Company agrees to pay one hundred percent (100%) of the premium costs, effective January 1, 1994, of the following benefit plan:**

Dental Care - this coverage reimburses the employee for 80% of 1993 O.D.A. rates for covered expenses annually to a maximum of \$1,000 per covered individual of the family. Details of all benefits are listed in the insurance booklet available to the employees.

ARTICLE 15 - PAID HOLIDAYS

15.01 The Company agrees to grant the employees the following holidays with pay:

New Year's Day

Thanksgiving Day

Labour Day

Canada Day

Christmas Day

Victoria Day

Good Friday

Civic Holiday

The ~~Day~~ before
Christmas Day

The Day before
New Year's Day

Boxing Day

15.02 Holiday pay shall be calculated **on** the basis of the employee's average earnings over the thirteen (**13**) weeks prior to the Statutory **Holiday**. The employee is eligible for this payment provided each of the following conditions are met:

- (a) The employee has **completed his/her** probationary period.
- (b) The employee works **his/her** full regularly scheduled shift on the working day **immediately preceding** such holiday and **his/her** full regularly scheduled shift on the first working day following such holiday, unless **he/she** has failed to perform such work because of being absent due to verified illness of **not less** than two (2) days nor more than two (2) weeks in duration, death in the immediate family, ~~Jury~~duty, lay off, or if **he/she** had obtained permission from the Company to be absent.
- (c) In the case of a laid off employee, the employee has worked **his/her** last full shift in the seven (**7**) calendar days **Immediately** preceding the day on which the holiday is observed.

15.03 (a) On the agreement of the parties, a statutory holiday which **falls** on a Saturday or Sunday may be moved to Friday or Monday. On the agreement of the parties, the Company may provide a day's **pay** in lieu of it, to all employees qualifying under **15.02**.

(b) To **facillitate** the shutdown of the plant between Christmas and New Year's, upon the agreement of the **parties**, the Company may schedule additional days of work at straight time rates on Saturdays, "at least twenty-one **(21)** days prior to the holiday period". It is further agreed that such days shall be considered the qualifying days referred to in Article **15.02(b)**.

(c) If a holiday falls on a Tuesday, Wednesday, or Thursday, **upon the** agreement of the **parties**, the Company may **transfer** the **observance** of the holiday to a Monday or Friday.

ARTICLE 16 - VACATIONS

16.01 An employee shall be entitled to an annual vacation in accordance with the following schedule:

- (a) One week vacation after six (6) months of service at two percent **(2%)**.
- (b) Two **(2)** weeks' vacation after one (1) full calendar year of **service** at four percent (4%).
- (c) Three **(3)** weeks' vacation after five **(5)** full calendar **years** of service at **six** percent (6%).
- (d) Four (4) weeks' vacation after ten **(70)** full calendar years of service at nine percent (9%).
- (e) **Five** (5) weeks' vacation after fifteen **(15)** full calendar years of service at ten percent (10%).

16.02 Qualified employees must take their vacation by December **31** of that year. Vacations must be taken a full week at a time.

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 A leave of absence with pay at his/her average rate up to and including the day of the funeral, to a maximum of three (3) days following the death, will be granted to an employee whose absence is necessary to arrange or attend the funeral of the employee's spouse, common-law spouse, parent, brother, sister, child, stepchild, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law. One day will be granted on the same terms in the event of the death of the spouse's grandparent.

An employee shall provide, when requested, satisfactory proof of his/her relationship to the deceased, as well as confirmation of the date of death.

17.02 A one (1) day leave of absence without pay will be granted to an employee to attend the funeral of an aunt or uncle.

17.03 A spouse and spouse's child as defined above shall be deemed to include those of a common-law spouse (a common-law spouse means a person of the opposite sex who has been co-habiting with the employee for a period of at least one (1) year - a change in spouse shall be reported to the Company immediately, giving details).

ARTICLE 18 - JURY DUTY

18.01 Employees who **serve** on jury duty or as a Crown witness shall receive the difference **between** the jury duty or Crown witness pay and eight **(8)** hours pay at the employee's average hourly rate for each day of **duty**.

18.02 The Company's obligation to pay an **employee** for jury or Crown witness duty is limited to a maximum of ten (10) in any calendar year.

18.03 In order to **receive** payment, an employee must give management prior notice that **he/she** has been summoned for **jury or Crown witness** duty **and** must furnish satisfactory **evidence** that **he/she performed** duty **on the** days for which **he/she** claims **such** payment.

18.04 If not selected to **sit on** a jury, **the** employee shall forthwith report to his/her foreperson and commence work.

18.05 The **employee shall** receive paid time off at his/her base rate or average hourly earnings (piecework) whichever is **greater exclusive of** premiums for taking oath of citizenship provided the Company is notified in advance.

ARTICLE 19 - BULLETIN BOARDS

19.01 The Company agrees to provide the Union with a bulletin board for the posting of Union notices. No notice shall be **posted** unless approved by the Manufacturing Manager before posting.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 The Company may, at its sole discretion upon request, grant leave of absence to an employee for personal reasons and any employee absent with such a written permission shall not be considered **laid off**, and his/her seniority shall continue to accumulate during such leave, subject to the provisions of Article 9.

20.02 Upon written request from the Union, the Company shall grant a leave of absence without **pay**, and without **loss** of seniority, to **not** more than two (2) employees at any one time for the purpose of attending Union conventions and conferences, provided the total period of absence shall not exceed **twenty** (20) working days in any calendar year for each employee.

ARTICLE 21 - HEALTH AND SAFETY

21.01 There shall be a factory Safety Committee consisting of two (2) representatives of the Union and two (2) representatives of Management. It shall be the duty of this Committee to meet once a month, or more often, if necessary, for the purpose of devising

ways and means of ~~eliminating hazards~~ and to formulate policies for safety in the plant and to take one safety tour each month.

Regular **minutes** shall be kept of all meetings with copies to **all members** of the Committee.

21.02 The two **(2)** representatives on the Safety Committee **will** be **paid** for time spent on the monthly safety tour and **regular** monthly safety meeting with the Company at their average rate.

21.03 The use of safety glasses ~~in~~ the factory is mandatory **as** prescribed by the Safety Committee. The Company will supply the first pair of safety glasses free to those who require them. The ~~Company's~~ cost of subsequent pairs will **be** deducted from ~~the~~ employee's pay. Damaged glasses will be replaced **by the** Company free to the employee upon return of damaged glasses.

21.04 Employees working on press operations will be required to wear arm and **leg** protection. The **Company** will continue **to** make available for employees requesting **them**, protective **sleeves** at a cost of two dollars (82.00) per pair. The cost of such protective **sleeves shall be charged** to the employee **by way of payroll deduction**.

21.05 The Company shall provide gloves on operations that require the use of this hand protective equipment. The initial pair of gloves shall be supplied at no cost to the employee. Provided the employee returns the worn out pair to his/her Supervisor, a replacement pair of gloves shall be provided at no cost to the employee, otherwise, the full cost of the replacement pair shall be borne by the employee by way of payroll deduction.

21.06 Employees who leave the employ of the Company and who do not return their safety glasses to the Manufacturing Manager will have the cost of such safety glasses deducted from their final pay.

21.07 The Company will pay each employee in the Maintenance, Machine Shop and Mixing Departments and the employees who perform the jobs of sandblaster and mould set-up/cleaning on a regular full-time basis, a clothing allowance of \$50.00 per year on the employee's anniversary date.

21.08 (a) The Company will replace the Maintenance Personnel's damaged tool upon satisfactory proof that they were damaged in the course of normal use at WEGU Canada Inc. In addition, the mechanics will receive an annual tool allowance of \$200.00 each on their anniversary date.

(b) The Machine Shop personnel will receive an annual tool allowance of \$50.00 each on their anniversary date,

21.09 The Company will pay a safety shoe subsidy of **\$60.00** each year on the employee's anniversary date.

ARTICLE 22 - INCENTIVE PLAN

22.01 TYPE OF PLAN

This incentive pay plan is designed, but not guaranteed, to provide the average qualified employee working on a timestudied **direct** labour production **job** operating under standard conditions the opportunity to earn approximately twenty per cent (20%) over the **base** rate for the **job** by applying reasonable proportionate effort, attention and care to the job. It is understood that since there is no such thing as an average employee, some employees **may** earn in excess of twenty **per cent** (20%) **while** others may earn **less** than twenty **per cent** (20%). The incentive pay plan is **known** as a "100%" or "standard hour plan". For **each** 1% increase in **production over** standard the **employee** receives **1%** increase **over** the **base** rate. There is no ceiling on earnings.

22.02 INCENTIVE STANDARD

The standard is expressed in terms of standard hours required to produce 1000 units, such as pieces, pounds or feet, It measures how many units an average qualified employee can produce under standard conditions in ~~one~~ hour at a normal pace.

It includes time allowances for rest and personal needs. An employee earns incentive pay by producing more than standard. The incentive pay is computed on the base rate as set forth in Appendix "A".

For example, if the standard is 100 pieces per hour, i.e. 10.0 standard hours per one thousand pieces, the average qualified employee, by applying reasonable proportionate extra effort, attention, and care to the job should, working as provided in paragraph 1, turn out 960 pieces per an eight (8) hour shift. He/she will then have earned 9.6 standard hours.

$$\frac{960 \times 10 \text{ Standard Hours}}{1000 \text{ pieces}} = 9.6 \text{ Hours}$$

OR

Rate 600 min. M	Earned 576 min
Base Rate \$1.60 Hr.	Worked 480 min.
Earned Rate \$1.92 Hr.	Bonus 96 min. or 20%

22.03 EASE RATE GUARANTEED

In all cases the employee's earnings are at least the number of hours worked times the base rate of the job.

For example, if the standard is 10 standard hours per 1000 pieces and the employee turns out 700 pieces in an 8 hour shift, he/she has earned only 7 standard hours.

$$700 \times \frac{10 \text{ Standard Hours}}{1000 \text{ pieces}} = 7 \text{ Hours}$$

OR

Base Rate \$1.60 Hr.	Worked 480 min.
Rate Paid \$1.60 Hr.	Minus 60 min. or 12½ %

In such case, if the base rate of the job is \$1.60 per hour, his/her earnings for the shift are \$12.80 (\$1.60 X 8 hours), not \$11.20 (\$1.60 X 7 standard hours).

22.04 INCENTIVE EARNINGS PAID BY THE JOB

If an employee works on two (2) incentive jobs which are operating properly for four (4) hours each on one shift at a base *rate* of \$1.60 per hour and produces five (5) standard hours on the first job and 4.6 standard hours for the shift, his/her earnings for the shift will be \$15.36 (81.60 X 9.6 standard hours).

If in the second job, he/she earns only 3.5 standard hours, he/she is paid 9 standard hours for the shift. His/her earnings for the shift are then \$14.40 (\$1.60 X 9 standard hours).

22.05 PAYMENT WHEN NOT ON INCENTIVE**(a)** Job Not Covered By Incentive

When an employee works on a job which is not covered by an incentive standard, he/she is paid the base rate of the job.

Assume an employee works on two jobs, four hours each at a base rate of \$1.60 per hour. The first job is on incentive and the employee produced 4.8 standard hours, while the second job is not on incentive.

His/her earnings for the day are \$14.08 (\$1.60 X 4.8 standard hours plus \$1.60 X 4 hours).

(b) DOWNTIME

Downtime is when the employee is unable to produce at all because of lack of material, machine breakdown, waiting for set-up, etc. In such cases, the operator shall ring out and contact his/her foreperson who will authorize the applicable downtime when the job is restarted or the operator is reassigned if such downtime is six (6) minutes or more.

Downtime is paid at the base rate of the job.

Assume an employee works on a job for 7.5 hours producing 9 standard hours and then encounters .5 hours of downtime because the job was "out of stock". If the base rate is \$1.60, his/her earnings for the day will be \$15.20 (\$1.60 X 9 standard hours plus \$1.60 X .5 hours)/

(c) NON-STANDARD

If the **employee** is unable to produce enough units to earn the equal of the base rate because of poor material or improperly operating equipment, then the operation is on **non-standard**.

The **employee encountering** such difficulty **will** immediately contact **his/her** foreperson. If In the **Judgement** of **the** foreperson, the incentive standards do not **apply**, the foreperson will authorize the employee to work on a **non-standard** basis. The employee will then be paid the base rate for the pieces produced during this time until **the** trouble is corrected. All **non-standard** time cards will be authorized by the foreperson and timestudy person before the **non-standard** period is granted.

For example, suppose the employee works **5** hours on incentive at **\$1.60** base rate, producing **6** standard hours, and then **has trouble** for **3** hours. The foreperson and timestudy person will authorize the **3** hours on **non-standard**. **His/her** earnings for the shift will be **\$14.40** (**\$1.60 X 6** standard hours plus **\$1.60 X 3** hours).

22.06 DEVELOPMENT OF INCENTIVE STANDARD**(a) Standard Time**

The standard time per piece produced is the length of time required by an average qualified operator working at normal pace and under standard conditions to produce one piece. **This time** is determined by

stopwatch timestudy observation, **or** standard data derived **from** timestudy in the plant.

The definition of normal pace is : walking **3** miles per hour over smooth level ground without load.

(b) Allowance *for* Miscellaneous **Work & Short Unavoidable **Delay****

In each **job** there are miscellaneous work elements, such as obtaining stock, handling scrap pieces, disposing of finished work or miscellaneous delays inherent in the **job**. The normal time required to perform such **work** is added to and becomes part of **the** standard time per piece.

Also an allowance of **2%** is made to cover short unavoidable delays which occur irregularly, such as interruptions by oilers, inspectors **and** instructions from the foreperson.

(c) Allowance for Fatigue

An allowance for **2%** is included in the standard for fatigue.

(d) Allowance for Personal Needs

An allowance of **3%** is included in the standard **for personal** needs and **1 ¼ %** allowance for end of workplace clean-up.

(e) Machine Opportunity Allowance

On some **jobs**, the employee's production is limited by the machine. In such cases, in addition to the other applicable allowance, a "machine opportunity allowance" is added to the standard **machine** time to provide the employee working as provided in paragraph **1**, the opportunity to earn **20%** incentive **pay**.

(f) Scrap Allowance

In some operations there **is** a certain amount of unavoidable **scrap**. Since the incentive pay plans pay **for** good pieces only, the normal time lost making and handling scrap which cannot be avoided by close **attention on** the part of the operator is added to **and** becomes part of the standard time per piece.

The operator turns in **his/her** production separately -- good pieces and scrap pieces.

22.07 INSTALLATION OF STANDARDS

The Company **will** establish incentive standards when and where it considers it practical and economical so to **do**. Employees being **time** studied **will** be told why the study is being **made**. The result of the incentive standard **will** be given to the **employees involved**. Incentive pay on the

incentive standards starts on the date the standard is installed. All current rates will be listed in routing books and made available to employees upon request. The Union has the right to have a qualified representative perform a time motion study on a job.

22.08 CHANGE IN STANDARDS

Established incentive standard will not be altered except because of a change in material, equipment, method of manufacturing, a demonstrable clerical error or by mutual agreement. Only those elements affected by the change will be revised.

22.09 SUBSTITUTE AND ADDED OPERATIONS

Substitute and added operations are normally paid at the base rate. However, if the quantity of parts to be produced in the opinion of the Company justifies the installation of an incentive standard, it will be installed.

22.10 TEMPORARY INCENTIVE STANDARDS

Temporary incentive standards in accordance with paragraph 1 may be installed when it is impractical to use established standards because of job conditions varying due to equipment, material, process or method employed.

Temporary incentive standards are applicable to those jobs that **would** eventually have established standards and are applicable **for** a time not exceeding thirty (**30**) days of job operation or six (6) months of elapsed time.

Temporary incentive standards will be listed in **the** routing books and marked as temporary.

22.11 **The** within described **plan shall** be subject to the grievance procedure.

22.12 In establishing an incentive standard for a group, the Company will install a group incentive standard based on the controlling or limited operation.

Each member of the group will receive the same percentage incentive pay;

Revisions of incentive group standards may be made from time to time pursuant to Article **22.08**. Such revised standard shall be based on whichever operation, following the revision, controls or limits production.

22.13 The payment codes under the Incentive Pay Plan are as follows:

Code **1** - Estimated Standards - **No** incentive pay

Code **2** - Permanent Standard - Incentive Pay

Code 3 - Temporary Standard - Incentive Pay
(see Article 22.10)

Code 4 - Non-Standard Condition - Incentive Pay on
deviation where applicable

22.14 It is agreed that a ~~rate~~ must be established when a new product comes on stream. A temporary rate can be in effect until a piecework rate has been established. This "estimated rate" will be ten per cent (10%) above the base rate, and can be in effect for thirty **(30) days**, and can be extended by mutual agreement of the parties. If changes are made in procedures the current rate will be in effect until the new rate is established.

ARTICLE 23 - INCENTIVE RATES GRIEVANCES

23.01 In the event a grievance arises out of a new or changed incentive standard, it shall be subject to the following grievance procedure:

- (a) When Management establishes a new standard or changes an existing standard on a job, the Union, if it does not agree with such standard after a period of not less than thirty **(30) days** nor more than forty-five **(45) days** after such new standard or change is put into effect, may, within the foregoing period file a written grievance. A meeting will be held between the Company and the Union within five **(5) days** of receipt of such written grievance. The Company will give its written decision within three **(3) days** of such meeting.
- (b) If the Company's decision is not satisfactory to the Union, the Union shall, within five **(5) days** of receipt of the **Company's** decision, but not thereafter, file a request in writing that a joint study be made by a representative **selected** by the Company and an Industrial Engineer representative of the Union. The representative of the Company and of the Union will jointly study the **job** and agree to a resolution of the grievance in

writing. Each party shall bear the cost and expense of the representative which it appoints.



ARTICLE 24 - DURATION

24.01 The term of this Agreement shall be binding upon the parties hereto from January 1, 1994 through December 31, 1996 and thereafter from year to year unless either party gives to the other party written notice for renewal, cancellation or modification. Such notice must be given not earlier than ninety (90) days and not later than thirty (30) days prior to the expiration of this Agreement.

WEGU CANADA INC.

UNITED RUBBER, CORK, LINOLEUM
AND PLASTIC WORKERS OF
AMERICA
LOCAL 1093, AFL:CIO:CLC

Richard J. [Signature]

[Signature]

[Signature]

Stephen [Signature]

Dennis [Signature]

Jim [Signature]

APPENDIX 'A'

This Is Appendix "A" to a Collective Agreement between WEGU Canada Inc. and United Rubber, Cork, Linoleum and Plastics Workers of America, Local 1093, AFL-CIO:CLC commencing January 1, 1994 and expiring December 31, 1996.

BASE RATES

~~01-Jan-94~~ ~~01-Jan-95~~ ~~01-Jan-96~~

Department 1

Mixing, Preform & Stock Preparation

Banbury Crew	9.61	9.7s	9.89
Training (intercompany transfer):			
Mill and big scale -- 4 weeks	9.61	9.75	9.89
Banbury -- 4 weeks	9.61	9.75	9.89
Training (newly hired):			
Mill and big scale -- 4 weeks	8.95	9.09	9.23
Banbury -- 4 weeks	8.95	9.09	9.23
 Take off Batches	 8.30	 8.44	 8.58
 Weighing of Small Chemicals	 9.20	 9.34	 9.48
Training (Intercompany transfer)	8.95	9.09	9.23
Training (newly hired)	8.30	8.44	8.58
 Stock Preparation (including Crowe operator)	 11.45	 11.59	 11.73
Training (intercompany transfer)	8.95	9.09	9.23
Training (newly hired)	8.30	8.44	8.58

Department 2

Tank Lining

Training (Intercompany transfer)	8.95	9.09	9.23
Training (newly hired)	8.30	8.44	8.58
Training, after 3 months	9.65	9.79	9.93
Training, after 6 months	11.65	11.79	11.93
Junior, after 12 monthstraining	13.40	13.54	13.68
intermediate, able to read blueprints	14.65	14.79	14.93
Senior, able to assist in quoting and costing and perform all duties within the department	16.65	16.79	16.93

01-Jan-94 01-Jan-95 01-Jan-96

Department 3

Vulcanizing

Vulcanizing	8.95	9.09	9.23
Training (intercompany transfer)	8.95	9.09	9.23
Training (newly hired)	8.30	8.44	8.58
Mould Cleaning			
Training (intercompany transfer)	8.30	8.44	8.58
Training (newly hired)	8.95	9.09	9.23
Mould Installation: Set-up	11.49	11.63	11.77

Department 4

Trim, Assembly, Clean & Packing

Trim, Assemble, Clean & Pack (for incentive plan)	8.30	8.44	8.58
Guaranteed Rate per Pay Equity Plan (for incentive plan)	10.50	10.50	10.50
Trim, Assemble, Clean & Pack (hourly rated job)	10.65	10.79	10.93

Department 5

Shipping & Receiving

Training	8.81	8.95	9.09
After 4 weeks	9.46	9.60	9.74
After 8 weeks	10.11	10.25	10.39
Forklift Truck Driver			
Training	10.11	10.25	10.39
After 4 weeks	10.77	10.91	11.05
After 8 weeks	11.09	11.23	11.37
Truck Driver, must possess "DZ" driver's license			
Training	13.15	13.29	13.43
After 3 months	14.65	14.79	14.93
After 3 years accident free driving with company truck	16.40	16.54	16.68

Department 6

Maintenance

Maintenance Helper			
No additions to present requirements	13.11	13.25	13.39

01-Jan-94 01-Jan-95 01-Jan-96

General Maintenance Worker

Job experience required, but no additional qualifications 13.62 13.76 13.90
 After 3 months 14.80 14.94 15.08

Junior Technical Mechanic

Up to 3 years job experience required, with qualifications 15.55 15.69 15.83
 After 3 months 16.12 16.26 16.40

Intermediate Technical Mechanic

3 or more years up to 6 years job experience required, with qualifications 19.03 19.17 19.31
 After 3 months 19.60 19.74 19.88

Senior Technical Mechanic

6 or more years job experience, with qualifications 20.12 20.26 20.40

Department 7

Deflashing

Training (intercompany transfer) 8.95 9.09 9.23
 Training (newly hired) 8.30 8.44 8.58
 Training, after 3 months 9.65 9.79 9.93
 After 6 months 11.45 11.59 11.73

Department 8

Machine Shop

Machine Shop Helper

No additions to present requirements 13.11 13.25 13.39

General Machine Shop Worker

Job experience required, but no additional qualifications 13.62 13.76 13.90
 After 3 months 14.80 14.94 15.08

Junior Technician

Up to 3 years job experience required, with qualifications 15.55 15.69 15.83
 After 3 months 16.12 16.26 16.40

Intermediate Technician

3 or more years up to 6 years job experience required, with qualifications 19.03 19.17 19.31
 After 3 months 19.60 19.74 19.88

Senior Technician
6 or more years job experience, with qualifications **20.12** **20.26** **20.40**

Department 9
Metal Preparation

Training (intercompany transfer) **8.95** **9.09** **9.23**
 Training (newly hired) **8.30** **8.44** **8.58**
 Degreasing, Grit Blasting, Coating **11.65** **11.79** **11.93**

Training (intercompany transfer) **8.95** **9.09** **9.23**
 Training (newly hired) **8.30** **8.44** **8.58**
 Training, after 3 months **9.65** **9.79** **9.93**
 Training, after 6 months **11.65** **11.79** **11.93**
 Shotblaster, after 12 months training **13.40** **13.54** **13.68**

Department 10
Vulcanizing Utility

Training (intercompany transfer) **8.95** **9.09** **9.23**
 Training (newly hired) **8.30** **8.44** **8.58**
 Training, after 3 months **9.65** **9.79** **9.93**
 Training, after 6 months **11.65** **11.79** **11.93**
 Junior, after 12 months training **12.15** **12.29** **12.43**
 Senior, able to read blueprints and perform all duties within the department **13.40** **13.54** **13.68**

Department 11
Roll Covering

Training (intercompany transfer) **8.95** **9.09** **9.23**
 Training (newly hired) **8.30** **8.44** **8.58**
 Training, after 3 months **9.65** **9.79** **9.93**
 Training, after 6 months **11.65** **11.79** **11.93**

Roll Builder:
 Junior, after 12 monthstraining **12.15** **12.29** **12.43**
 Intermediate, able to read blueprints **12.90** **13.04** **13.18**
 Senior, able to assist in quoting and costing and perform all duties within the department **14.90** **15.04** **15.18**

01-Jan-94 01-Jan-95 01-Jan-96

Roll Grinder:

Junior, after 12 monthstraining	13.40	13.54	13.68
Intermediate, able to read blueprints	14.65	14.79	14.93
Senior, able to assist in quoting and costing and perform all duties within the department	16.65	16.79	16.93

Shift Premiums

Afternoons	0.2894	0.2894	0.2894
Midnights	0.3473	0.3473	0.3473

Maintenance and Machine Shop Definitions and Provisions

For the purpose of the classifications set out above, the following terms shall have the meaning ascribed to them:

- (a) job experience – accumulated service in the described department in any one or more of the five classifications in the department or accumulated service in a licensed trade since licensing as agreed at time of hire; and
- (b) qualifications – must include proof of satisfactory completion of relevant and recognized full-time courses as confirmed by the appropriate governing bodies and/or trade associations; and
- (c) minimum rates – the rate set out in the foregoing are minimum rates only and the Company may in its discretion pay to an employee who upon periodic evaluation demonstrates extraordinary, natural ability and industry, rates in excess of (but not less than) those set out above for the classifications.

PIECE RATES**Department 1****Mixing**

<u>Labour Code</u>	<u>Description</u>	<u>01-Jan-94</u>	<u>01-Jan-95</u>	<u>01-Jan-96</u>
101100	Terring 120	1.5546	1.5773	1.6000
101101	Terring 160	1.5546	1.5773	1.6000
101102	Terring 180	1.5546	1.5773	1.6000
101103	Terring 200	1.5546	1.5773	1.6000
101105	Levelling Pad 120	1.3404	1.3600	1.3796
101106	Levelling Pad 160	1.3404	1.3600	1.3796
101107	Levelling Pad 180	1.3404	1.3600	1.3796
101108	Leveling Pad 200	1.3404	1.3600	1.3796
101109	Tractor Light 0155	1.6265	1.6502	1.6740
101110	Tractor Light 0158	1.6265	1.6502	1.6740
101111	Tractor Light 1049	1.6265	1.6502	1.6740
101112	Tractor Light 0860	1.6265	1.6502	1.6740
101113	E.R. Roller Large	1.4595	1.4808	1.5021
101114	E.R. Roller Small	1.1689	1.1860	1.2031
101115	3" Roller	1.8713	1.8986	1.9259
101116	4" Roller	1.6270	1.6508	1.6746
101117	5" Roller	1.4211	1.4418	1.4626
101118	I.M. Cleaning Rubber	1.2297	1.2477	1.2657
io1119	Clean Out Batch	1.2339	1.2519	1.2699
101120	Comer Piece 80	1.3393	1.3589	1.3785
101121	Comer Piece 2 i	1.4753	1.4968	1.5184
101123	884	1.6791	1.7036	1.7281
101124	Ins. 149	1.7606	1.7863	1.8120
101125	493	1.4260	1.4468	1.4676
101126	335	1.5743	1.5973	1.6203
101127	161	3.5992	3.6517	3.7043
101128	523	1.6558	1.6800	1.7042
101129	751	1.4282	1.4491	1.4700
101130	303-C	1.6835	1.7081	1.7327
101131	115	1.8345	1.8613	1.8881
101132	617-BA	1.6294	1.6532	1.6770
101133	5415	1.6522	1.6763	1.7004
101134	5484	1.2949	1.3138	1.3327
101135	911A	1.3679	1.3879	1.4079
101136	333	1.6548	1.6790	1.7032
101137	679	1.7365	1.7619	1.7873
101138	752	1.7545	1.7801	1.8057
101139	5536	1.5005	1.5224	1.5443
101140	4002	1.3988	1.4192	1.4396

<u>Labour Code</u>	<u>Recipe</u>	<u>Description</u>	<u>01-Jan-94</u>	<u>01-Jan-95</u>	<u>01-Jan-96</u>
101141		148 1st Stage	1.9517	1.9802	2.0087
101142		148 2nd Stage	0.8802	0.8931	0.9060
101143		149 1st Stage	1.9517	1.9802	2.0087
101144		149 2nd Stage	0.8802	0.8931	0.9060
101145		4002 New Compound	1.4949	1.5167	1.5385

Mixing Small Chemicals

<u>Labour Code</u>	<u>Recipe</u>	<u>Description</u>	<u>01-Jan-94</u>	<u>01-Jan-95</u>	<u>01-Jan-96</u>
101200	130010/4	7978	0.8833	0.8967	0.9102
101201	130020/4	Terring	0.9723	0.9871	1.0019
101203	130040/4	884	0.8971	0.9107	0.9244
101204	130050	149 (VW)	0.9315	0.9457	0.9599
101205	130060/4	493	1.0513	1.06	1.0833
101206	130070	Tractor Light	0.9263	0.9404	0.9545
101207	130099	E.R.Roller	0.9723	0.9871	1.0019
101208	130100/11	335	1.2259	1.2445	1.2632
101209	130130/1	161	0.8330	0.8457	0.8584
101210	130150	523	1.1365	1.1538	1.1711
101211	130170	751	0.9696	0.9843	0.9991
101212	130190	155C	1.0184	1.0339	1.0494
101213	130200	303	0.9736	0.9884	1.0032
101214	130205	Cleaning Compound	0.8115	0.8238	0.8362
101215	130210/2	617BA	1.1441	1.1615	1.1789
101216	130220/1	115	0.8259	0.8385	0.8511
101217	130230	5415	1.1516	1.1691	1.1866
101218	130232	5484	1.1441	1.1615	1.1789
101219	130250	Corner Piece	1.0184	1.0339	1.0494
101220	130270/4	911A	1.0465	1.0624	1.0783
101221	130390	Levelling Pad	0.7899	0.8019	0.8139
101222	130420/7	333	0.8066	0.8189	0.8312
101223	130430	147A	1.1422	1.1596	1.1770
101224	130500	679	1.1053	1.1221	1.1389
101225	130510/6	752	1.2349	1.2537	1.2725
101226	130520/6	5536/617AA	1.0123	1.02	1.0431
101227	130530/5	4002	1.2390	1.2578	1.2767
101228	130660	Shock Absorber	1.0609	1.0770	1.0932
101229	130800 & 1	Taurus 148	0.8066	0.8189	0.8312
101230	130802 & 3	Taurus 149	0.8066	0.8189	0.8312
101231	130800	T148 1st Stage	0.5088	0.5165	0.5242
101232	130801	T148 2nd Stage	0.3698	0.3754	0.3810
101233	130802	T149 1st Stage	0.5083	0.5160	0.5237
101234	130803	T149 2nd Stage	0.3698	0.3754	0.3810

Department 3**Vulcanizing**

<u>Labour Code</u>	<u>Description</u>	<u>01--Jan--94</u>	<u>01--Jan--95</u>	<u>01--Jan--96</u>
103310	155C	1.0216	1.0375	1.0535
103345	120 Levelling Pad	0.3870	0.3930	0.3991
103346	160 Levelling Pad	0.3515	0.3570	0.3625
103347	180 Levelling Pad	0.2845	0.2889	0.2933
103348	200 Levelling Pad	0.2845	0.2889	0.2933
103450	4002	0.9580	0.9729	0.9879
103451	T148	0.9580	0.9729	0.9879
103452	T149	0.9580	0.9729	0.9879
103453	5415	1.1315	1.1492	1.1669
103454	617BA	0.6613	0.6716	0.6819
103456	5536	0.6261	0.6359	0.6457
103457	617AA	0.6344	0.6443	0.6542
103458	523C	0.6207	0.6304	0.6401
103459	523B	0.6450	0.6551	0.6652
103460	115	0.5531	0.5617	0.5704
103461	303C	2.2360	2.2709	2.3059
103463	5484	0.6385	0.6485	0.6585
103464	1049	0.4803	0.4878	0.4953
103465	0860	0.3908	0.3969	0.4030
103466	0155	0.3497	0.3552	0.3607
103467	80C/P	0.3184	0.3234	0.3284
103468	Terring 160	0.3515	0.3570	0.3625
103469	Terring 120	0.3310	0.3362	0.3414
103470	Terring 180	0.2845	0.2889	0.2933
103471	E.R. Roller	1.5043	1.5278	1.5513
103472	679	0.5021	0.5099	0.5178
103473	149 Ins.	0.7235	0.7348	0.7461
103474	884	0.4570	0.4641	0.4712
103475	335	0.4052	0.4115	0.4178
103476	752	0.3962	0.4024	0.4086
103477	333	0.3774	0.3833	0.3892
103478	493	0.3828	0.3888	0.3948
103479	751	0.3229	0.3279	0.3329
103480	161	0.2827	0.2871	0.2915
103482	911A	0.4212	0.4278	0.4344
103483	0158	0.7593	0.7711	0.7830
103484	F108A	0.4341	0.4409	0.4477
103485	5" Boat Roller	0.4604	0.4676	0.4748
103486	200 Terring	0.3947	0.4009	0.4071
103487	81 C.P. Deluxe 141A/142	0.3617	0.3673	0.3730
103488	Vulcanizing E99A5K617AA	0.4969	0.5047	0.5125
103489	884 -- Injection (Temporary)	0.9580	0.9729	0.9879
103503	Punch Corner Piece	0.1281	0.1301	0.1321

Department 4**Trim, Assembly, Pack and Clean**

<u>Labour Code</u>	<u>Description</u>	<u>01-Jan-94</u>	<u>01-Jan-95</u>	<u>01-Jan-96</u>
104503	Trim C.P. 81 Basic 141/142	0.1298	0.1320	0.1342
104504	Punch C.P. 81 Basic/Deluxe	0.0363	0.0369	0.0375
104512	Trim & Pack Terring 200	0.0517	0.0526	0.0535
104513	Trim & Pack Levelling Pad120	0.0169	0.0172	0.0175
104514	Trim & Pack Levelling Pad160	0.0254	0.0258	0.0262
104515	Trim & Pack Levelling Pad180	0.0268	0.0273	0.0278
104516	Trim & Pack Levelling Pad200	0.0283	0.0288	0.0293
104564	155C	0.1166	0.1186	0.1206
104574	Trim F108A	0.0745	0.0758	0.0771
104600	Punch & Pack insulator5415	0.0189	0.0192	0.0195
104601	HandTrim Stabilizer5484	0.0265	0.0269	0.0273
104602	Sllice 2 @ time Stabilizer 5484	0.0084	0.0085	0.0086
104604	Punch Bumper Assembly 5536	0.0115	0.0117	0.0119
104605	Punch Bumper Assembly 617AA	0.0115	0.0117	0.0119
104606	HandTrim Bumper Assembly 5536	0.0406	0.0413	0.0420
104607	HandTrim Bumper Assembly 617AA	0.0278	0.0283	0.0288
104608	Assembly Body Mount 148	0.0167	0.0170	0.0173
104609	Trim Insulator884	0.0263	0.0267	0.0271
104610	Trim Hose Holder 751	0.0149	0.0152	0.0155
104611	Trim Bushing679	0.0308	0.0313	0.0318
104612	Trim & Pack Terring 120	0.0293	0.0298	0.0303
104613	Trim & Pack Terring 160	0.0441	0.0448	0.0455
104614	Trim & Pack Terring 180	0.0474	0.0482	0.0490
104615	Trim Tractor Light 1049	0.0631	0.0642	0.0653
104616	Trim Tractor Light 0860	0.1018	0.1035	0.1052
104617	Trim Tractor Light 0155	0.0615	0.0625	0.0635
104618	Punch & Pack Bushing 752	0.0159	0.0162	0.0165
104620	Inspect 148 Assembly	0.0112	0.0114	0.0116
104621	Trim & Pack Guide P. 493	0.0119	0.0121	0.0123
104622	Punch & Pack 333	0.0113	0.0115	0.0117
104623	Punch & Pack 335	0.0113	0.0115	0.0117
104624	Trim & Pack 0158	0.0504	0.0513	0.0522
104625	Trim & Pack 161	0.0218	0.0222	0.0226
104626	Clean Outside 149 Assembly	0.0173	0.0176	0.0179
104627	Clean Inside 149 Assembly	0.0277	0.0282	0.0287
104628	Trim & Pack E99A5K617AA	0.0221	0.0225	0.0229
104629	5" Boat Roller	0.1017	0.1034	0.1051
104630	Trim C.P. 81 Deluxe 141A/142A	0.1414	0.1438	0.1462

APPENDIX "B"

FACTORY RULES -- VIOLATIONS AND PENALTIES SUSPENSION --WITHOUT PAY

	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
1. Gambling or engaging in an illegal lottery on Company premises.	DISCHARGE			
2. Falsifying personnel records or Company records, unless management finds extenuating circumstances.	DISCHARGE			
3. Knowingly punching the time card of another employee, having one's time card punched by another employee, or unauthorized altering of a time card.	DISCHARGE			
4. Being tardy habitually without reasonable cause. (3 times in a 30 day period)	Warning	3 days	1 week	DISCHARGE
5. Absent without leave up to 2 consecutive days.	Warning	3 days	1 week	DISCHARGE
6. Absent without leave for 3 or more consecutive working days.	DISCHARGE			
7. Contributing to unsanitary conditions or poor house-keeping.	Warning	3 days	1 week	DISCHARGE
8. Unauthorized possession of firearms or explosives on premises.	DISCHARGE			

	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
9. Operating, using or possessing machines, tools, or equipment to which the employee has not been assigned, or performing other than assigned work.	Warning	3 days	DISCHARGE	
10. Use or possession of another employee's tools without the employee's consent.	Warning	3 days	DISCHARGE	
11. Causing material or parts to be scrapped due to carelessness.	Warning	3 days	DISCHARGE	
12. Engaging in horseplay, running, scuffling, or throwing things.	Warning	1 week	DISCHARGE	
13. Wasting time, loitering, or leaving place of work during working hours without permission.	Warning	3 days	1 week	DISCHARGE
14. Smoking, except in specified areas at specified times.		DISCHARGE		
15. Threatening, intimidating, coercing, or interfering with fellow employees on the premises.	Warning	DISCHARGE		
16. Distributing written or printed matter of any description on Company premises unless approved by Personnel Department.		DISCHARGE		
17. Posting or removal of any matter on bulletin boards or Company property at any time unless specifically authorized.	3 days	DISCHARGE		

	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
18. Theft or removal from the premises without proper authorization of any Company property or property of any employee.	DISCHARGE			
19. Misusing, destroying, or damaging any Company property or property of any employee. (This does not cover mould damage, see Section 35)	DISCHARGE			
20. Deliberately restricting output.	DISCHARGE			
21. Making of false, vicious, or malicious statement concerning any employee, the Company, or its product.	Warning	DISCHARGE		
22. Provoking, or instigating a fight, or fighting during working hours on Company premises.	DISCHARGE			
23. Drinking any alcoholic beverage on premises, or on Company time.	DISCHARGE			
24. Reporting for work obviously under the influence of alcohol or drugs.	1 week	DISCHARGE		
25. Engaging in sabotage or espionage .	DISCHARGE			
26. Violating a safety rule or safety practice.	Warning	1 week	DISCHARGE	
27. Immoral conduct or indecency.	DISCHARGE			

	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
28. Sleeping on the job during working hours.	DISCHARGE			
29. Entering restricted areas without specific permission.	Warning	3 days	DISCHARGE	
30. Leaving plant during work shift without permission.	DISCHARGE			
31. Insubordination	1 week or DISCHARGE DISCHARGE			
32. Failure to observe parking and traffic regulations on the premises.	Warning	3 days	1 week	DISCHARGE
33. Leaving work area without permission before end of shift.	Warning	3 days	1 week	DISCHARGE
34. Failure to report for overtime work without good reason after being scheduled to work according to overtime policy.	Warning	3 days	1 week	DISCHARGE
35. Damaging moulds or equipment through carelessness, in the opinion of supervisor and foreperson. If damage is over \$10.00 but does not exceed \$100.00. If damage is over \$100.00 but does not exceed \$500.00. Any damage in excess of \$500.00 will be dealt with at the discretion of Management and the disciplinary action may be discharge, even though it is the first offence .	Warning	3 days	6 days	DISCHARGE
	3 days	6 days	9 days	DISCHARGE

	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE	FOURTH OFFENCE
36. Disobeying rules regarding use of Change Rooms ,	3 days	6 days	9 days	DISCHARGE
37. Tampering with Electrical equipment unless authorized to do so.	Warning	DISCHARGE		

In all cases where a warning is **given or a lay off** is made, it **must be done in writing on Form No. 83541** (Discipline Notice). One copy will be given to the employee and one copy kept on file in **the** Payroll Department.

Anyone **who** receives three **(3)** discipline notices in any **12 month** period **will** be discharged on the fourth offence -- regardless of what the offence **may be**. Each offence **is** automatically cancelled after it is **12** months old.

These penalties for infractions of any of the above rules, are subject at all times to review and **increase** or **decrease** in severity by Management, depending upon the circumstances surrounding the individual case.

APPENDIX "C"

Letter of Intent

It is understood that the Company may have a Maintenance Foreman, an Electrical/Mechanical Foreman, and a Toolmaking Foreman who is outside of the bargaining unit but who will perform functions which are also performed by members of the bargaining unit.

Vulcanizing foremen may do set-ups and troubleshooting but no production, changing of moulds or fastening of moulds in Dresses, except occasional changing or fastening of moulds on midnigh shift or work in cases of absence of mould set-up or maintenance or unusual operations requiraments for which qualified bargaining unit employees are not available on a regular or overtime basis.

APPENDIX "D"

LETTER RE VULCANIZING DEPARTMENT

Operators **will** be paid no **less** than **\$10.50** per hour provided that operators who do not achieve at least **120%** on the incentive plan after the three **(3)** month training period will be subject to disciplinary action.

Operators shall be paid no less than the **\$8.15** training rate for the **first three (3) months**.

It is the **Joint** objective of **the Company** and the Union that employees earn more than the **\$10.50** rate or the training rate under the incentive system.

The \$10.50 rate shall be subject to overtime payments as provided by the Collective Agreement but shall not be increased by the amount of the general agreement. The **Appendix A rates** shall be increased by the **amount** of the general settlement.

APPENDIX "E"

LETTER RE: I _____ MENT

Employees of the Mixing Department, excluding Preform and Stock Preparation, will be paid no less than \$11.50 per hour worked and overtime will be time and one-half and double time as provided by Article 12.

The hourly rates in **Appendix A** will be increased by the amount of the general settlement.

It is the joint objective of the Company and the Union that employees earn more than \$11.50 per hour under the incentive system'.

The **\$11.50** rate is not increased by the amount of the general increase.

APPENDIX "F"

LETTER RE: CROWE OPERATOR

Any person newly hired or transferred into the position of Crowe Operator on January 1, 1994 or after, will be paid at the rate set out in Appendix "A".

The person or persons in the position of Crowe Operator on December 31, 1993 will be assigned a rate of pay equivalent to their Average Hourly Earnings as of that date. This rate will be subject to increase by the amount of the general agreement.

APPENDIX "G"

LETTER RE: CURE TIME FORMULA

Due to operational restrictions, it is impossible for all jobs to be timestudied to be assigned piece rates under Article 22 of this Agreement; therefore, for vulcanizing jobs that currently do not have timestudied piece rates and for new vulcanizing jobs coming into the Company, a piece rate system based on cure time will be adopted effective January 1, 1994.

After five (5) weeks of use, the formula will be reviewed by both parties to this Agreement. If necessary, modifications to the formula will be negotiated.

A second trial period of thirteen (13) weeks will then begin. At the end of that trial period, it is the intention of both parties that a letter be signed to formalize this method of calculating piece rates.

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