

COLLECTIVE AGREEMENT

BETWEEN

PAVACO PLASTICS INC.
(Genesta Manufacturing, Division)
(Hematite Manufacturing, Division)

Guelph, Ontario

- and -

UNION OF NEEDLETRADES,
INDUSTRIAL & TEXTILE
EMPLOYEES
AFL - CIO - CLC

Effective: September 11, 1995

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TABLE OF CONTENTS

Article		Page
I	Purpose.....	2
II	Recognition.....	3
III	Union Security and Dues.....	3
IV	Management Rights.....	5
V	Union Representation & Activity.....	7
VI	Strikes and Lockouts.....	9
VII	Grievance Procedure.....	10
VIII	Arbitration.....	12
IX	Discharge and Discipline	13
X	Seniority.....	17
XI	Job Postings.....	20
XII	Lay-off and Recall.....	22
XIII	Transfers.....	24
XIV	Notification of Lateness & Absence	25
XV	Hours of Work.....	25
XVI	Overtime.....	27
XVII	Leaves of Absence	29
XVIII	Paid Holidays.....	32
XIX	Paid Vacations.....	33
XX	Health and Safety	35
XXI	Welfare Plans	37
XXII	Correspondence.....	41
XXIII	General.....	41
XXIV	Pay Cheques.....	42
XXV	Wages	(43)
XXVI	Duration and Termination.....	44
	Schedule "A" - Genesta.....	45
	Schedule "B" - Hematite	46
	Letter of Understanding	47

THIS AGREEMENT

Entered into as of the 11th day of September,
1995

B E T W E E N :

PAVACO PLASTICS INC.

(Genesta Manufacturing, Division)
(Hematite Manufacturing, Division)
Guelph, Ontario

OF THE FIRST PART

- and -

**UNION OF NEEDLETRADES,
INDUSTRIAL & TEXTILE EMPLOYEES
AFL-CIO-CLC**

OF THE SECOND PART

**ARTICLE I
PURPOSE**

1.01 This agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the company and its employees. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Company and its employees, and to settle amicably differences or grievances which may arise from time to time hereunder in the manner hereinafter set out.

ARTICLE II RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Company in the City of Guelph, save and except Supervisors, Forepersons, Office and Sales staff, Technical staff, Company Driver and any students including co-op students employed during school vacation period *or* work periods.

2.02 Employees excluded from the bargaining unit will be permitted to do bargaining unit work for the purposes of trouble shooting, training and instruction, set-up's, product and process development and refinement and research and development, and for filling in on lunch breaks and rest periods, and temporary vacancies when bargaining unit personnel are not available to perform the required work.

It is further understood that no bargaining unit employee will lose regular hours of work including overtime due to employees exempt from the bargaining unit performing bargaining unit work.

ARTICLE III UNION SECURITY AND DUES

3.01 The parties hereto mutually agree that any employee of the employer covered by this agreement may become a member of the union if the employee wishes to do **so** and may refrain from becoming a member if the employee so desires.

3.02 The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of the employees membership or non-membership in the Union.

3.03 The Union agrees that, except as provided in this Agreement, they shall not distribute or present pamphlets, circulars or petitions or other such activities on the Company's property without the approval of the Company's representative. Such permission will not be unreasonably denied.

3.04 (a) The Company agrees that it will deduct such dues as may be assessed by the Union on each employee and will remit the money so deducted to the U.N.I.T.E., whose receipt therefore, shall be considered as a discharge to the Company for the amount so deducted.

(b) Such dues shall be deducted from the employee's pay on a weekly basis and remitted to the Union on a monthly basis for all dues deducted in the previous month. The Company will at the time of making such remittance specify the employees from whose pay such deductions were made. In addition, the Company agrees to deduct from new employees who have elected to join the union an initiation fee equal to one months dues. Union dues will be deducted from day one of employment and such deductions are non-refundable.

- (c) The Company **agrees** to include on *the* income tax (T4) slips, the amount of union dues paid by each employee during the year being reported on. The Union shall notify the Company in writing of any change in the amount of union dues thirty **(30)** days prior to the effective date of such change.
- (d) Employees who because of religious objection cannot support the union or any other trade union may apply to the Union in writing, explaining their objection and requesting that their deducted monies be forwarded to a registered Canadian charitable organization. The letter must be supported by another member of the religious organization who is not a family member or a relative and further supported by a letter from the minister, priest, or head of the religious organization. This charitable organization will be selected by mutual agreement between the employee and the Union.

ARTICLE IV MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline, and efficiency, and otherwise direct its working forces;
- (b) hire, promote, demote, transfer, lay off, retire, suspend, discipline or discharge for proper cause, any employee subject to the right of the employee to submit a grievance;

- (c) make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by employees. Any changes or alterations of present rules already in force, as stipulated in Article IX, will be by mutual consent;
- (d) manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the products to be manufactured, methods of manufacturing, kinds and locations of machines and tools to be used, process of manufacturing, the engineering and designing of its products, the control of material and parts to be incorporated in the products produced;
- (e) require employees to have medical examinations at the Company's expense by a physician or medical specialist who will be mutually agreed to by the employee and the Company;
- (f) employ outside contractors to perform work in or about the plants. No employee in the bargaining unit shall be laid off or lose regular hours of work as a result of work performed by outside contractors. No maintenance mechanic will lose regular hours of work including overtime because an outside contractor is used to perform work that is normally performed by the maintenance mechanic as per the Scope of **Skills**. This does not apply to situations where maintenance

employees are not able to complete the required work within the appropriate time frame to meet production requirements.

4.02 Where the rights, power and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein. The Company agrees that it shall not exercise its rights in a manner inconsistent with the express conditions of this Agreement.

ARTICLE V UNION REPRESENTATION AND ACTIVITY

5.01 The Union shall notify the Company in writing of the names of its Executive Committee and Stewards before the Company shall be required to recognize them. The Executive Committee shall be restricted to a number of six (6). The Stewards shall be designated to areas at the discretion of the Union. The total number of Stewards will not exceed twelve (12).

5.02 The Company recognizes the right of the Union to select employees who are on the active payroll to serve on the Executive Committee and as Stewards. The Union will exert every effort to select employees who are mature and responsible. The Executive Committee, along with a full-time representative of the Union, will meet with the Company to discuss matters which are properly the subject of negotiations concerning amendments to the current agreement and proposals for the renewal and modification of the agreement.

5.03 The Stewards may assist employees in presenting their complaints and / or grievances to the designated representatives of the Company in accordance with the grievance procedures. The Company will compensate the Stewards and / or members of the Executive Committee for time lost during their regular shift when presenting complaints or grievances to the Company (compensation will include any applicable shift bonus).

5.04 It is understood that Union Representatives have their regular work to perform on behalf of the Company and, if it is necessary to service a grievance during working hours, they will not leave their work without obtaining the permission of their Foreperson. Such permission shall not be unreasonably withheld. If they have to go to a department other than their own, they must obtain the permission of the Foreperson of that department and notify them of the reasons therefore. On resuming their regular work, they will advise their Foreperson of their return. Bargaining committee members will be given time off work without pay for negotiations.

5.05 Employees will be permitted to place calls, using the plant public telephone, to a Union Committee member or Steward at their home, when a serious problem arises during working hours and there is no Union representative present, except where there has occurred serious insubordination or an assault or fighting, or where an employee or employees in question are intoxicated or under the influence of drugs.

For these serious problems, the Steward will be permitted to place calls to a Union Committee member

at their home for information purposes, after the employee has been removed from the premises.

For such purposes, the Company will provide the necessary change for local calls, or, if not available, allow the use of the office phone in private, if possible.

5.06 The Company shall provide the Union with information relating to all written warnings, suspensions and discharges recorded.

This information will be forwarded to U.N.I.T.E. and Local 2508's Recording Secretary within four (4) days.

5.07 The Company shall provide bulletin boards for use of the Union at appropriate locations upon which the Union shall have the right to post notices of interest to the Union and the employees, after having obtained the Company's approval for the posting of such notices.

ARTICLE VI STRIKES AND LOCKOUTS

6.01 The Union agrees that there will be no strikes during the term of this Agreement.

6.02 The Company agrees that there shall be no lockout during the term of this Agreement.

6.03 The Company shall have the right to discharge or otherwise discipline employees who violate 6.01.

**ARTICLE VII
GRIEVANCE PROCEDURE**

7.01 The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Accordingly, no grievance shall be arbitrable where the circumstances giving rise to it occurred or originated more than five (5) working days before the filing of the grievance. The five (5) day time limit shall start from the day on which the employee became aware of the facts giving rise to the grievance. A grievance is defined as any difference arising out of the interpretation, application, or violation of this agreement.

7.02 STEP 1

It is generally understood that an employee shall give their immediate Foreperson an opportunity to adjust the complaint or grievance. The Foreperson shall render their decision within two (2) working days. Failing satisfactory settlement or a response from the Foreperson within the specified time, then:

STEP 2

The grievance will be reduced to writing and will be taken up between the Steward, a member of the Union Committee and the General Manager or a designate within two (2) working days. Such meetings will take place at 3:30 p.m. Any rescheduling of this time will be with the mutual agreement of both parties. The aggrieved may be present at the request of either party. The General Manager or a designate shall render their decision within two (2) working days. Failing a satisfactory settlement or a response from the General Manager or a designate within the specified time, then:

STEP 3

The matter may be taken up within four (4) full working days between the Union Committee member and the President or a designate. The aggrieved may be present at the request of either party. A representative of the Union may be present at this step at the request of either party. The President or a designate shall render their decision in writing within three (3) working days.

STEP 4

Failing satisfactory settlement at Step 3 or a response from the President or a designate within the specified time, the grievance may be submitted to arbitration. If arbitration is not invoked within a period of twenty (20) working days, the grievance will be considered to have been settled or abandoned.

7.03 A Union Policy grievance, a group grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, within three (3) working days of the circumstances giving rise to a grievance. A meeting between the Company and the Union shall be held within five (5) working days of the presentation of the written grievance. If the matter is not disposed of at that meeting, the grievance may be submitted to arbitration within twenty (20) days of such meeting and Article VIII shall apply. It is expressly understood that the provisions of this paragraph may not be used by the Union to bypass any of the provisions stated in Article 7.02.

7.04 A group grievance is a grievance by more than one (1) employee where the circumstances giving rise to the grievance are identical.

7.05 It is agreed that all time limits in Articles VII and VIII are mandatory and the only extensions of time limits will be by the Union and Company themselves, notwithstanding the section of the Labour Relations Act, which refers to an Arbitrator's authority on time limits.

Any and all time limits fixed by this article may at any time be extended by verbal and / or written agreement between the Company and the Union.

ARTICLE VIII ARBITRATION

8.01 In the event that no accord is reached through the procedure herein provided in Article VII, the parties shall endeavour to agree upon a single Arbitrator to whom the grievance or grievances shall be referred for settlement.

8.02 In the event of failure to agree, after twenty (20) days, either party can request the appointment of an Arbitrator by the Office of Arbitration for the Province of Ontario. The Arbitrator will hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon the Company and any employee affected by it.

8.03 The Arbitrator shall not be authorized to make any decision which is contrary to or inconsistent with the provisions of the Agreement. The decision of the Arbitrator shall be binding on both parties.

8.04 The compensation and expenses of the Arbitrator shall, in all cases, be borne equally by the Company and the Union.

8.05 It is expressly understood that the Arbitrator shall not have jurisdiction to award interest on any monies payable by virtue of their award.

ARTICLE IX DISCHARGE AND DISCIPLINE

9.01 If an employee including a probationary employee feels that the employee has been dealt with unfairly, discharged, or disciplined without just cause and the employee wishes to invoke the grievance procedure, the employee shall, within five (5) days of receiving a Notice of Discipline or Discharge present a grievance in writing to their Foreperson and the matter shall be dealt with in accordance with Step 2 and the balance of the grievance procedure.

9.02 A discharged or suspended employee shall be given an opportunity to confer privately with a union representative, if a union representative is at work at the time of Notice of Discharge or Suspension and before leaving the plant.

9.03 In determining any discharge or any other disciplinary grievance, the Arbitrator shall have the authority to:

- (a) affirm the Company's action and dismiss the grievance;

- (b) set aside the penalty imposed by the Company and restore the aggrieved to their former position with or without compensation; or
- (c) vary or alter the penalty imposed by the Company or make such other determination as the Arbitrator, in their discretion, may deem justified.

9.04 The following conduct will result in an employee being disciplined by receiving a written warning:

- (a) Unauthorized absence, excessive absenteeism, excessive tardiness;
- (b) Failure to report absence prior to shift start without reasonable excuse;
- (c) Unduly interfering in any way with the work of another employee;
- (d) Entering the plant or Company property at times other than those specified as scheduled working periods unless at the request of a representative of the Company, or to pick up wages or medical documents and other such permissible reasons;
- (e) Leaving work area before proper time;
- (f)** Careless workmanship or poor productivity;
- (g) The use of profane or abusive language;
- (h) Soliciting of subscriptions or collection of money or conducting any outside business on Company premises without Company permission;

- (i) Smoking in prohibited areas;
- (j) Creating or contributing to unsanitary conditions or poor housekeeping not related to product quality;
- (k) Failure to report a work-related injury immediately after occurrence;
- (l) Gambling, lottery or any other game of chance on Company premises;
- (m) Reading of newspapers, magazines and listening to personal radios in production areas.
- (n) Operating a fork-lift truck without training and authorization;
- (o) Failure to return borrowed Company items to their normal location after use.

9.05 The following conduct will result in an employee being disciplined by a one (1) day suspension:

- (a) Quitting work or leaving the plant before or during regularly scheduled working hours without permission;
- (b) Entering areas of the plant other than where work is assigned, without permission or other justifiable reasons;
- (c) Insubordination, including refusal to do work assigned;
- (d) Destruction of property of others;
- (e) Horseplay;

- (9) Falsification of personnel, production or other records;
- (g) Failure to observe any safety rule or failure to wear safety equipment;
- (h) Sleeping during working hours;
- (i) Unauthorized use of Company telephones;
- (j) Borrowing tools, equipment or materials belonging to the Company without permission;
- (k) The accumulation of two (2) written warnings.

9.06 The following conduct will result in discharge from employment:

- (a) Entering the plant under the influence of intoxicants or narcotics and / or possession and / or the use of the same on Company premises;
- (b) Theft of property of the Company or others;
- (c) Fighting on Company property;
- (d) Striking a foreperson or fellow worker;
- (e) Disclosure of confidential information to unauthorized persons;
- (9) The accumulation of four (4) written warnings in a twelve (12) month period.
- (g) The accumulation of two (2) suspensions in a twelve (12) month period.

9.07 It is understood and agreed that the misconduct identified in Articles 9.04, 9.05, and 9.06 is not a comprehensive list of the misconduct which will result in discipline or discharge.

The Company may impose discipline or discharge for just cause in other circumstances as well.

9.08 It is agreed that twelve (12) months after being issued, without further incident, any incident will be disregarded in reference to any further discipline.

ARTICLE X SENIORITY

10.01 An employee is considered on probation until the employee has completed seventy-five (75) days worked (this will include weekends worked, four hours or more to be considered as a full shift, plus Paid Holidays).

The probationary employee shall acquire seniority after completing the probationary period dated from the most recent date of hire.

Should a Student, having been hired as Summer help, request to be considered for full-time, permanent employment, their seventy-five (75) days probationary period shall start with the date of acceptance into such employment, and be completed as per the above.

10.02 (a) The Company and Union acknowledge and agree that the purpose of the probationary period is to permit the company to assess the

potential, capability and general suitability of a new employee for continued employment with the Company. The standard which will be used for deciding whether the new employee is to be retained as a non-probationary employee is an assessment of the potential, capability and general suitability of the new employee for continued employment; and,

- (b) Where the Company, at any time during the probation, determines that in its' sole opinion that the probationary employee does not have the potential, capability or general suitability for continued employment, it shall have the right to discharge such probationary employee provided that it does not act in bad faith or in a discriminatory manner.
- (c) It is further understood that the probationary employee shall have the right to Union representation from day one of employment including recourse to the grievance and arbitration procedure.

10.03 Seniority will be recognized on a company-wide basis. A seniority list will be posted by the Company for a period of ten (10) working days within one (1) month after the signing of this Agreement. After such posting, the list shall become final as to the employee's names and dates designated on it, except as to any employee who has disputed the accuracy of their seniority date, while the list is posted, in which case, it will be subject to an adjustment under the Grievance Procedure if the date of hire is in controversy. The

seniority list will be brought up to date every **six (6)** months and two **(2)** copies will be supplied to Local **2508's** Recording Secretary.

10.04 An employee's seniority will be lost and the employee deemed to be terminated if the employee:-

- (a) Quits the employ of the Company for any reason;
- (b) Is discharged and is not reinstated through the Grievance Procedure or Arbitration;
- (c) Is laid off for a period exceeding twelve (12) months;
- (d) Fails to return to work within three **(3)** working days of being notified of recall. An employee shall be deemed to be notified of recall on the third (3rd) day following the posting of a registered letter to that effect, addressed to the employee's most recent address on the Company's files;

NOTE: It shall be the responsibility of the employee to keep the Company informed of their current address and telephone number.

- (e) Fails to return to work following the expiration of an authorized leave of absence, unless the reason is satisfactory to the Company or the leave of absence has been utilized for purposes other than those for which the leave of absence was granted;

- (f) Is absent for three (3) consecutive working days without notifying the Company or is absent for this period without a reason that is satisfactory to the Company;
- (g) Is continuously absent due to illness or injury in excess of twelve (12) consecutive months;
- (h) Is continuously absent due to a Workers' Compensation injury in excess of twenty-four (24) consecutive months;
- (i) Retires or is retired.

ARTICLE XI JOB POSTINGS

11.01 Any vacancy in a job classification, (except Finish / Process Operator) in excess of sixty (60) calendar days, and vacancies in newly created positions will be posted on a Company wide basis for a period of three (3) working days before the position is permanently filled.

11.02 (a) In selecting employees for such positions, senior employees shall be given preference where in the Employer's opinion, the present skill, ability and qualifications of the applicants are relatively equal. The posting procedure shall apply only to the original vacancy and one further vacancy. Vacancies which cannot be filled by this method may be filled by outside hiring.

Except for experience gained by 11.02 (b), the company will not consider the experience gained by an employee who has been

temporarily transferred to a job which would later become a posted vacancy.

The Company shall only use the criteria as stipulated in Article **XI** when selecting the successful applicant.

- (b) When an employee has a desire to move from one classification to another, prior to any job posting, the employee must submit a request for temporary transfer. Such request may enable the employee to acquire the basic skills necessary to qualify for a posting in that department.

A temporary transfer would only take place if the Company determines there is a job opening. Prior to filling a temporary transfer, the Company will review all requests for temporary transfer and give senior employees who have requested temporary transfers preference in the selection process.

During the temporary transfer pay will be as per article 13.03 whether requested by the employee or the Company.

11.03 It is further understood that the Finish / Process Operator positions will be exempt from the posting clause. The Company will give first consideration to any employee who has made a request in writing for a transfer to the above noted positions before hiring people from outside the Company to fill these positions. Such request must have been submitted at least five (5) working days prior to the position being filled.

**ARTICLE XII
LAY-OFF AND RECALL**

12.01 In all cases of increases or decreases in the work force, senior employees shall be entitled to preference over junior employees provided that the senior employee has the skill, ability and qualifications in the Employer's opinion, to satisfactorily perform the available work without further training or experience. It is agreed that students and probationary employees, will be laid off first. Recalls shall be made in inverse order of lay-off, subject to the recalled employee having the skill, ability and qualifications in the Employer's opinion to satisfactorily perform the available work without further training or experience. Once all employees on lay-off have been recalled, all employees shall return to the positions they held prior to the lay-off.

12.02 All lay-offs will be administered in the following manner:

- (a) In cases of a lay-off likely to exceed ten (10) working days the Company shall post a notice of lay-off in both divisions. An employee shall be allowed to exercise their seniority in accordance with 12.01 by:
 - (i) first bumping within their Division; and,
 - (ii) if unable to bump within their Division, the employee will have the option of bumping from one Division to another, or, take the lay-off provided the company has first told the employee the job, rate of

pay, and shift structure. It is understood the employee will have twenty-four (24) hours from the time of notice of lay-off to notify the Company of the choice of option and once informed of the job, rate of pay and shift structure the employee will have four (4) working hours to notify the Company of their choice of options.

It is further understood that should an employee choose the option not to bump to another Division, there will be no penalty or loss of seniority.

- (b) In cases of a lay-off likely not to exceed ten (10) working days, an employee shall only be allowed to exercise their seniority in accordance with 12.01 by bumping within their Division.

The employee must also indicate that in the event the lay-off does exceed ten (10) working days that the employee will intend to invoke their bumping rights.

12.03 Except for lay-offs due to machinery breakdowns, fire, flood, power outage and other acts of God, the Company will notify employees to be laid off and Union representatives at least twenty-four (24) hours in advance of the lay-off. A list of laid off employees shall be sent to the Local Secretary.

12.04 It is agreed that the Executive Committee (6 in total) will have preferred seniority within their respective Divisions during their term in office. This applies to lay-offs only.

**ARTICLE XIII
TRANSFERS**

13.01 An employee will only be permanently transferred pursuant to Article XI (Job Postings) and Article XII (Lay-offs).

13.02 The Company will have the right to temporarily transfer an employee. A temporary transfer shall not exceed **sixty (60)** days without the consent of the employee.

13.03 Where an employee is temporarily transferred to a position in another classification, the employee shall receive the rate of the classification to which the employee is transferred or their regular rate, whichever is greater.

13.04 No employee shall be transferred to a position outside the bargaining unit without their consent. Where an employee is transferred to a position outside the bargaining unit, the Company shall have the right to return the transferred employee to the bargaining unit and the transferred employee may elect to return to the bargaining unit without loss of seniority any time during a period equivalent to seventy-five **(75)** working days from the date of transfer. Upon the expiry of a period equivalent to seventy-five **(75)** working days from the date of transfer, a transferred employee shall lose all seniority and if returned to the bargaining unit, the employee shall return as a new employee.

13.05 Newly hired employees shall be restricted from transferring to another classification for the duration of the probationary period.

13.06 New employees shall not be hired where there are employees on lay-off having the skill, ability and qualifications, in the Employer's opinion, to satisfactorily perform the available work.

**ARTICLE XIV
NOTIFICATION OF LATENESS
AND ABSENCE**

14.01 The employee shall report all absences by telephone to the Foreperson or Shift Leader at least two (2) hours before the commencement of the shift whenever practical.

14.02 The employee shall report all lateness by telephone to the Foreperson or Shift Leader prior to the commencement of the shift whenever practical.

**ARTICLE XV
HOURS OF WORK**

15.01 The standard work week will be forty (40) hours. Nothing in this agreement shall be construed as a guarantee by the Company of a minimum hours of work per week.

15.02 Employees covered under this Agreement shall be entitled to a paid twenty (20) minute lunch break which shall fall between the third (3rd) and fifth (5th) hour of the shift. The Foreperson / Supervisor shall designate the time to be taken as lunch break.

15.03 When an employee is called back to work after the conclusion of the regular shift and after leaving

the Company premises, the employee shall receive a minimum of four (4) hours work or four (4) hours pay at one and one-half (1½) times their regular rate of pay.

The pay rate for call in on Saturdays, Sundays, Statutory holidays and paid vacation time will be as per article 16.01.

15.04 An employee in the following job classifications, Extrusion Operator A, B, C, Vacuum Forming Operator A, B, Material Handler and Maintenance A, B and C, who is to be relieved at the conclusion of their shift, may be requested on a voluntary basis to remain at their work station until relieved by the person who is scheduled to do so, or for a maximum period of sixty (60) minutes.

The Union agrees that that employees shall cooperate in remaining at work in these instances.

To ensure continuous production coverage when the voluntary basis has been exhausted without results, the Company shall have the right to insist that an employee remains at their work station until relieved by the person who is scheduled to do so, or for a maximum period of sixty (60) minutes.

15.05 Where an employee wishes to leave Company premises during the paid lunch break described in Article 15.02, the employee shall first obtain permission from their Foreperson, such permission not to be unreasonably withheld, and shall also clock out when leaving and clock in upon their return.

**ARTICLE XVI
OVERTIME**

16.01 Overtime will be paid as follows:

- (a) after eight (8) hours per day at the rate of time and one half (1½);
- (b) all time worked in pursuant to Article 15.04 at the rate of time and one half (1½);
- (c) time worked on Saturday at the rate of time and one half (1½);
- (d) time worked on Sunday at the rate of double time (2);
- (e) time worked on Statutory Holidays as defined in Article 18.01 at the rate of double time (2) in addition to the employee being paid for the holiday.

Notwithstanding the above, it is understood that hours of work and overtime entitlement may be changed by the provisions provided below.

It is understood that any changes to the hours of work and rates of overtime pay will involve a thirty (30) day consultation process which will address implementation of changes to the hours of work and rates of pay. The consultation process will be mandatory and any arrangements or agreements arrived at during this process will be by mutual consent. The process will involve a minimum of eighty (80) hours of meetings during thirty (30) days or a shorter time period if an agreement is reached. However failure to reach an agreement will result in the Company exercising its rights to change the hours of work as per Article IV of the collective agreement.

Following implementation of any changes to the hours of work, either party can invoke a review. Such a review shall be in accordance with the thirty (30) day consultation process as described above.

16.02 (a) The working of overtime shall be within each Division, and on a voluntary basis, except for Article 15.04 above, when the voluntary basis has been exhausted without results.

(b) The procedure by which planned overtime will be scheduled will be as follows:

- 1) A sign-up sheet will be posted by Wednesday for employees (excluding employees on light duty and modified duty, unless the overtime work is their normal work) to sign indicating that they are interested in working overtime. The sign-up sheet will stay posted for a minimum of twenty-four (24) hours. Failure to sign-up for overtime will mean that overtime will be deemed to have been refused.
- 2) Overtime will be finalized and posted Thursday at 4:00 p.m.
- 3) If overtime is available on both Saturday and Sunday, employees will be scheduled on their own shift whenever practical.

(c) Overtime assignments shall be allocated as follows:

- 1) as equitable as practicable among employees who normally perform the work in question.
 - 2) if refused by the above employees, the overtime will be offered to an employee within the classification and who is qualified to perform the work, in order of seniority.
 - 3) if refused by the above employees, the overtime will be offered to any employee qualified to perform the work, in order of seniority.
- (d) The Company will maintain up to date records of overtime worked.
- (e) Where an error is made by the Company in assigning overtime as per Articles 16.02 (b) and 16.02 (c), the employee will be compensated with payment on the next pay cheque. Where the assignment of overtime is under dispute, the settlement will be handled through the grievance procedure.

16.03 A Meal Allowance of \$5.00 will be paid to employees who work more than two (2) hours of unscheduled overtime immediately following their regular shift. This does not apply to any hours worked on Saturdays, Sundays or Holidays.

ARTICLE XVII LEAVES OF ABSENCE

17.01 Personal Leave. The Company may, at its discretion, grant a leave of absence without pay to

employees for personal reasons satisfactory to the Company, provided that such leave does not interfere with the Company's operation and provided that any request for leave of absence is made in writing at least two (2) weeks prior to the start of such leave, where possible, and the reason for the leave of absence is stated in some detail. An employee who fails to return to work at the expiry of the leave of absence shall be considered to have voluntarily quit, as stipulated in Article 10.04 (e).

17.02 (a) Bereavement Leave. A paid leave of absence of up to three (3) days will be granted to an employee who has acquired seniority, at regular hourly rate, who has suffered the loss of an immediate member of their family. The term 'immediate' includes the following members:

- Spouse / Common-Law Spouse
- Parents / Parents-In-Law
- Brother / Sister
- Child / Stepchild
- Step-parents
- Grandparents
- Children of Common-Law Spouse
- Parents of Common-Law Spouse
- Legal Guardian

(b) Up to one (1) day will be granted, at regular rate of pay, for the purpose of attending the funeral upon the loss of

- Brother / Sister-In-Law
- Grandchild
- Son / Daughter-In-Law
- Grandparents-In-Law

- (c) It is understood that **bereavement leave** cannot be combined with any other right or benefit providing payment for the same day.

NOTE: It is understood that "in-law" relationships will be broken by divorce but not death of the blood relative who established the "in-law" relationship, unless and until the "in-law" relative or employee remarries.

- 17.03 (a) Jury Duty Leave.** In the event an employee is required to serve on a jury and therefore unable to work the regular shift, that employee shall be paid the difference between the amount paid for such service and their current straight time hourly rate for such time lost. Employees shall present proof of attendance and the amount of pay received.

In the event an employee is subpoenaed to appear as a witness, the employer will pay an employee's lost time up to and including a two (2) day maximum, per year provided proof of attendance has been provided.

- (b) If an employee is called for jury duty, the employee must notify the shift Foreperson / Supervisor within twenty-four (24) hours after receipt of notice of election for duty.

17.04 Pregnancy Leave. An employee is entitled to an unpaid leave of absence for pregnancy in accordance with the Employment Standards Act.

17.05 It is agreed the Company will grant leave of absence to members from the Local to attend union conventions, schools, and / or seminars. In order to avoid disruption of production, not more than two (2) will be chosen per occurrence. It is further understood that the Union will, whenever possible, choose one (1) from each Division.

ARTICLE XVIII PAID HOLIDAYS

18.01 For the purposes of this Agreement, the following eleven (11) days will be recognized annually as holidays:- (twelve (12) days as of September 11, 1997):

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

One (1) Floating Day - to be scheduled by the Company

One (1) Floating Day - to be observed between Christmas and New Year's

One (1) Floating Day - to be scheduled by the Company (effective September 11, 1997).

18.02 The Company will pay each active employee, who has been employed in the Company for three (3) months or who has completed their probationary period, eight (8) hours pay at their regular hourly rate

for each such holiday provided the employee works their full scheduled shift immediately preceding and immediately following the holiday. **An** employee will not be disqualified for payment for such holiday if the employee is absent on either or both the qualifying days with the permission of the Company or as a result of illness (in which case a doctor's certificate will be required), jury duty, bereavement in the immediate family.

18.03 If any of the above holidays fall within an employee's vacation period, the employee shall receive another day off with pay immediately following their vacation.

18.04 If more than one statutory holiday falls within the first three (3) months of a probationary employee's employment, then the first holiday only will not be paid, provided the probationary employee meets the requirements of Article 18.02.

ARTICLE XIX PAID VACATIONS

19.01 All employees in the active employment of the Company shall be entitled to an annual vacation, provided the employee has performed work for at least thirty (30) calendar days during the qualifying period of July 1st of the preceding year and June 30th of the current year.

19.02 (a) **An** employee having less than one (1) year of service as of June 30th of each year shall receive vacation pay, in accordance with the provisions of the Employment Standards Act and the equivalent days vacation.

- (b) An employee having more than one (1) but less than five (5) years of service with the Company as of June 30th of each year shall be entitled to two (2) weeks vacation with pay. Payment for the two (2) weeks of vacation shall be calculated at the rate of four percent (4%) of the employee's gross earnings for the qualifying period, excluding vacation pay received during the period.
- (c) An employee having more than five (5) but less than ten (10) years of service with the Company as of June 30th of each year shall be entitled to three (3) weeks vacation with pay. Payment for the three (3) weeks of vacation shall be calculated at the rate of six percent (6%) of the employee's gross earnings for the qualifying period, excluding vacation pay received during the period.
- (d) An employee having more than ten (10) but less than twenty (20) years of service with the Company as of June 30th of each year shall be entitled to four (4) weeks vacation with pay. Payment for the four (4) weeks of vacation shall be calculated at eight percent (8%) of the employee's gross earnings for the qualifying period, excluding vacation pay received during the period.
- (e) An employee having more than twenty (20) years of service with the Company as of June 30th of each year shall be entitled to five (5) weeks vacation with pay. Payment for the five (5) weeks of vacation shall be

calculated at ten percent (10%) of the employee's gross earnings for the qualifying period, excluding vacation pay received during the period.

19.03 An employee shall be paid their vacation pay prior to the commencement of their vacation period.

19.04 An employee leaving the employ of the Company shall be paid the vacation pay to which the employee is entitled from the preceding July 1st up to and including their last day of employment.

19.05 Vacation time is not cumulative and must be taken by the conclusion of the vacation year.

19.06 The Company reserves the right to schedule an annual vacation shutdown and employees shall take their vacation during the shutdown period. Any employee who is required by the Company to work for emergency reasons shall take their vacation at a time acceptable to the employee and the Company. Any employee who has vacation days in excess of the annual vacation shutdown shall take such holidays anytime during the vacation year as will be mutually agreeable to the Company and the employee.

ARTICLE XX HEALTH AND SAFETY

20.01 The Company shall make reasonable provisions for the safety and health of employees during working hours. The Union agrees to assist the Company in maintaining the proper observation of all safety and health rules. Each Division and the Union

will form a Health and Safety Committee composed of three (3) Company and three (3) Union representatives. The Committee's function will be to promote safety and industrial hygiene in the plants. It shall make monthly inspections of the plants and equipment and hold regular monthly meetings. This Committee will act in accordance with the Occupational Health and Safety Act of Ontario in all matters pertaining to the health and safety of employees. The employees will be paid their regular rate of pay for time spent attending regularly scheduled meetings and inspections.

20.02 The Company will supply employees with work gloves, hearing protection, safety glasses and face masks, where required. The protective clothing and safety equipment will remain the property of the Company. The Union will co-operate with the Company by insisting that employees make use of such equipment for their safety and protection.

20.03 Safety shoes must be worn by all bargaining unit employees in all areas of the plant during working hours. The Company will reimburse the employee up to ninety dollars (\$90.00) per annum towards the purchase of safety shoes. (Effective September 11, 1995) and increased to one hundred and **five** dollars (\$105.00) (Effective September 11, 1996).

20.04 In the event that an employee is injured in the proper performance of their duties, that employee **shall**, to the extent that the employee is required to stop work and receive treatment, be paid wages for the remainder of their shift. In order to receive such

payment, the employee must immediately report **such** injury to their Foreperson.

20.05 In the event that an employee is injured on the job and as the result of such injury, the employee is sent home or to a hospital, transportation shall be supplied by the Company.

ARTICLE M I WELFARE PLANS

21.01 The Company will pay one hundred percent (100%) of the cost of the benefits described below for all employees, (except students and part-time employees), who have completed three (3) months of continuous employment. The terms and conditions upon which such benefits are provided shall be as are stipulated in the benefit contract between the Company and the carrier and as described in the employee's Group Benefits Booklet. These benefits are as follows:

- (a) Group Life Insurance Plan
- (b) Weekly Indemnity Plan
- (c) Long-Term Disability Plan
- (d) Extended Health Insurance
 - (1) Drug Benefit
 - (2) Vision Care
 - (3) Supplementary Hospital
 - (4) Supplementary Health Care
- (e) Dental Plan
- (f) Ontario Health Insurance Plan

21.02 Group Life Insurance Plan

- (a) Maximum benefit eighteen thousand dollars (\$18,000) for all hourly-rated employees.
- (b) Benefits reduced by fifty percent (50%) at age sixty-five (65).
- (c) Terminates at age seventy (70).

21.03 Weekly Indemnity Plan

- (a) Benefits shall be **up** to sixty-six and two-thirds percent (66-2/3%) of earnings with maximum weekly benefits being equal to two-thirds (2/3) of the maximum insurable earnings in force under the Unemployment Insurance Regulations at the beginning of the disability.
- (b) Qualifying period **is** after three (3) days of disability or none if disability is due to an injury caused solely by accident, violent and external means, and disability began within thirty (30) days of the initial injury.
- (c) Benefit period is fifteen (15) weeks but not beyond age seventy (70).

21.04 Long-Term Disability Insurance

- (a) Benefits shall be sixty-six and two-thirds percent (66-2/3%) of earnings up to a maximum monthly benefit of one thousand dollars (\$1,000.00).
- (b) The qualifying period shall be thirty (30) weeks.
- (c) Termination is on sixty-fifth (65th) birthday.

21.05 Extended Health Insurance

- (a) Drug benefits shall be thirty-five cents (\$0.35) deductible Drug Plan. The Drug Plan will cover only those prescription drugs listed on the Ontario **Drug** Benefit Formulary.
- (b) Vision Care benefits shall be two hundred and twenty-five dollars (\$225.00) maximum reimbursement which includes eligible expenses for examination by an optometrist and eye glasses / contact lenses once in every twenty-four (**24**) months (effective September 11, 1995) and increases to two hundred and fifty dollars (\$250.00) (effective September 11, 1996).
- (c) Supplementary hospital benefits shall be one hundred percent (100%) reimbursement for difference between public ward and semi-private accommodation for each day of hospitalization.
- (d) Supplementary health care benefits shall be one hundred percent (100%) reimbursement for eligible expenses as prescribed by a physician.
- (e) Termination shall be at the members' seventieth (70th) birthday.
- (f) No benefit is payable for the portion of the expense for which reimbursement is provided by a government plan.

21.06 Dental Benefits

- (a) Preventative benefits will be one hundred percent (100%) reimbursed.

- (b) The applicable fee guide is the current fee guide for the treatment identified by the Canadian Dental Association Procedure Codes.
- (c) The annual maximum claim per person is one thousand dollars (\$1,000.00).
- (d) Routine treatment will not be more often than once every nine (9) months. This treatment includes oral examinations, cleaning teeth and bite-wing x-rays.
- (e) Periodonic treatment will not be more often than once every six (6) months to a maximum of eight (8) units per year.
- (f) Fluoride treatment will be restricted to patients under eighteen (18) years of age.

21.07 Ontario Hospital Insurance Plan

- (a) Basic hospital and medical (O.H.I.P.).

21.08 An employee is ineligible to receive weekly indemnity benefits and vacation pay at the same time. The vacation pay period must be scheduled outside the period for which weekly indemnity is being paid.

21.09 Entitlement under any of the above plans is subject to the specific provisions of the insurance policies and pension contract. The Company may select the carrier or carriers of its choice or may change carriers or self-insure if it sees fit; however, the level of benefits provided shall be equivalent to all those outlined in Article XXI.

**ARTICLE XXII
CORRESPONDENCE**

22.01 Except wherein otherwise provided, any notice which either party desires or is required to give to the other shall be given by prepaid registered mail as follows:

If given to the Company:

Pavaco Plastics Inc.
659 Speedvale Avenue West
Guelph, Ontario
N1K 1E6
Attention: Human Resources Manager

If given to the Union:

Union of Needletrades,
Industrial & Textile Employees
15 Gervais Drive, Suite 700
Don Mills, Ontario
M3C 1Y8
cc: Recording Secretary, Local 2508

**ARTICLE XXIII
GENERAL**

23.01 The Company agrees to provide employees including all probationary employees with a copy of the collective agreement.

23.02 The Company shall pay to maintenance employees a tool allowance of one hundred and fifty dollars (\$150.00) per year to be paid on January 30 of each year. Probationary maintenance employees shall be paid the tool allowance at the completion of their probationary period.

23.03 Employees who are currently classified will not be asked to be tested for their own classification that they currently hold.

23.04 It is agreed between the parties that a Training Advisory Committee will be established in each Division by the Company to assist in the development of the Company's training activity.

The Committees will be composed of employees that are actively involved in the training of other employees. Management will consult with the Committee on the appointment of Trainers.

The Training Advisory Committee will provide input into the training curriculum, testing, Scope of Skills and trainee progress. The company will determine employee progress through the training program and advancement to specific job classifications.

ARTICLE XXIV PAY CHEQUES

24.01 (a) Where there occurs a shortage in an employee's pay cheque of fifteen dollars (\$15.00) or more, the Company will rectify the shortage by issuing a separate cheque for the shortage within one (1) day of the shortage being reported. Shortages of less than fifteen dollars (\$15.00) will be rectified by adding the amount owing to the employee's next pay cheque.

(b) Pay cheques will be made available no sooner than start of shift Wednesday for the

4:00 P.M. - 12:00 A.M. shift; Thursday for the 12:00 A.M. - 8:00 A.M. shift and Thursday for the 8:00 A.M. - 4:00 P.M. shift. Notwithstanding the above it is understood that pays may be delayed due to the timing of Statutory holidays and / or situations beyond the Company's control with regards to its payroll service.

- (c) Effective on the ratification date of this contract all new employees will be required to use direct deposit to receive their pay.

ARTICLE XXV WAGES

25.01 The minimum rates of pay for job classifications including shift premiums, in each Division are set out in Schedules **A** and **B** attached, effective from ratification of this contract. The Company reserves the right to increase the rate of pay for any job classification in response to changing economic conditions. The Union will be notified one (1) week prior to any changes to classifications by correspondence to Local 2508's Recording Secretary.

25.02 Wage rates for probationary employees will be at fifty cents (\$0.50) per hour below the rates for each classification.

25.03 Shift premium rates shall be thirty-five cents (\$0.35) for the afternoon shift and fifty cents (\$0.50) for the evening shift.

43

GENESTA MANUFA	En
Job Classification	
Shift Leader	
Sample / Set Up Operator	
Profile Operator A	
Profile Operator B	
Profile Operator C	
Vacuum Forming Operator A	
Shipper / Receiver	
Sheet Operator A	
Sheet Operator B	
Sheet Operator C	
*Finish Process Operator	
Maintenance Co-Ordinator	
Maintenance Mechanic A	
Maintenance Mechanic B	
Maintenance Mechanic C	
Material Re-Claim	
*Entry Level Position	

45

**ARTICLE XXVI
DURATION AND TERMINATION**

26.01 This agreement shall be effective from September 11, 1995, and shall continue in full force and effect until September 10, 1998, and thereafter shall be automatically renewed and remain in force from year to year from its expiry date unless within the period of sixty (60) days before the agreement ceases to operate, either party gives notice in writing to the other party of its desire to bargain with a view to the renewal with or without modification of the

Job Classification	SCHEDULE "B" EMATE MANUFACTURING JOB CLASSIFICATION RATES		
	Effective: Sept./11/95	Effective: Sept./11/96	Effective: Sept./11/97
Lead Operator	\$17.73	\$18.13	\$18.53
Extruder Operator "A"	16.03	16.43	16.83
Extruder Operator "B"	13.33	13.73	14.13
Extruder Operator "C"	12.08	12.48	12.88
Vacuum Forming Operator A	13.33	13.73	14.13
Vacuum Forming Operator B	12.08	12.48	12.88
Robot Operator	13.33	13.73	14.13
*Finish Process Operator	11.72	12.12	12.52
Material Processor	12.53	12.93	13.33
Material Handler	12.08	12.48	12.88
Shipper / Receiver	13.33	13.73	14.13
Shipper / Receiver Helper	12.65	13.05	13.45
Maintenance Mechanic A	17.28	17.68	18.08
Maintenance Mechanic B	14.18	14.58	14.98
Maintenance Mechanic C	12.53	12.93	13.33
Electrician "A"	18.33	18.73	19.13
Tooling Technician	18.33	18.73	19.13
*Entry Level Position			

LETTER OF UNDERSTANDING

Re: Scope of Skills

It is agreed between the parties that all classifications which have, or will have a Scope of Skills will be posted on bulletin boards in the respective divisions. All Scope of Skills will be updated as changes occur.

DATED: September 11, 1989