

THIS AGREEMENT ENTERED INTO AS OF THE 24TH DAY OF MAY 1996.

BETWEEN :

MIROLIN INDUSTRIES INC.

(Hereinafter referred to as the "Company")

- and -

UNITED STEELWORKERS OF AMERICA

(Hereinafter referred to as the "Union")

SOURCE	CIP		
EFF.	34	05	96
TERM.	30	06	99
No. OF EMPLOYEES	160		
NOMBRE D'EMPLOYÉS	160		

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties and to set forth the conditions of employment to be observed by the Company and the Union. The union recognizes that the business in which the Company is engaged in is competitive and that the Company must be able to maintain an efficient operation and improve itself in a strong competitive market.

1.02 Use of the masculine gender in this Agreement shall also be considered female.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees in the Municipality of Metropolitan Toronto, save and except forepersons, persons above the rank of forepersons, office, clerical and sales staff.

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ARTICLE 3 - RELATIONSHIP

3.01 The Company and the Union agree that there will be no discrimination, interference, intimidation or restraint or coercion exercised or practiced by the Company or the Union or by any of their representatives with respect to any employee. The Union and the Company agree that the employee's rights in the **workplace** under the Ontario Human Rights Code shall be respected by all parties to this Agreement.

3.02 The Company and the Union agree to observe the provisions of the Ontario Human Rights Code and the Canadian Bill of Rights.

3.03 The Company agrees it **shall** not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.

3.04 The Union agrees that, except as provided for in this Agreement, there will be no union activity on the premises of the Company during the employees working hours except by agreement with the Company.

3.05 The Company agrees to introduce any new employee covered by the collective agreement to a Union Steward.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Except **as** specifically limited by a **specific** provision of this Agreement, the Employer shall have the right to take any action it deems appropriate in the management of the plant and operation of the workforce.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 The Company agrees that **it** will not cause or direct any lockouts of **its** employees and the Union agrees that **it** will not cause or direct any illegal strikes of **its** members.

5.02 The words "strike" and "lockout" shall be deemed to have the meaning given these words in the Ontario Labour Relations Act 1980.

ARTICLE 6 - UNION SECURITY

6.01 The **Company** agrees to have all present and future employees covered by this Agreement sign a **dues** authorization form provided by the Union authorizing the **Company** to **implement** the provisions of 6.02 hereof.

6.02 The Company shall deduct from the **pay** of each **member** of the bargaining unit weekly, such union dues, fees and assessments as prescribed by the Constitution of the Union.

6.03 The Company shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Toronto Area Office, payable to the International Treasurer.

6.04 The monthly remittance shall be accompanied by a statement showing the name of each employee whose pay deductions have been made and the total amount deducted for the month.

6.05 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

6.06 The Company agrees to record total union dues deductions paid by each employee on his/her T-4 Income Tax Receipt.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Company acknowledges the right of the Union to appoint or otherwise select Union stewards for the purpose of representing employees in the handling of complaints and grievances,

7.02 The Company agrees to recognize one (1) Union Steward for each twenty five (25) employees or major fraction thereof with a minimum of one (1) steward on each shift.

7.03 The Company shall be notified in writing by the Union of the names of the Union Stewards and the areas they are representing and any changes made thereto. The Company shall be under no obligation to recognize such stewards until receipt of official notification from a representative of the International Union.

7.04 It is understood that the Stewards and President shall perform their regular work. When it is necessary that they investigate a grievance during working hours, they will not leave their work before obtaining the permission of the Supervisor in charge. Such permission shall not be unreasonably withheld.

When returning to their regular **work** they will report themselves to the Supervisor and if they are requested to do so, will give

an explanation **as to** their absence and its length. If these conditions are met, the Company agrees that they will not **lose** pay in such circumstances.

It is understood that whenever possible, the stewards will attempt to take care of grievances at a time which will not impede the production of their department.

ARTICLE 8 - NEGOTIATING COMMITTEE

8.01 The Company agrees to recognize and deal with a Negotiating Committee of not more than three (3) employees, plus the Plant Chairman or President, who shall be regular employees of the Company, along with representatives of the International Union,

8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation, or alleged violation of this Agreement shall be adjusted as quickly as possible.

9.02 The grievance procedure herein provided for are among the most important matters in the successful administration of this Agreement. The Company and the Union therefore agree that the

designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of this Agreement. Wherever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration procedure.

9.03 It is generally understood that an employee has no complaint or grievance until he has first given his immediate supervisor an opportunity to adjust the complaint.

9.04 "Grievance" shall mean a complaint or claim concerning the discipline or discharge of an employee, or to the interpretation, application, administration or alleged violation of this Agreement.

9.05 If, after registering the complaint with the supervisor and such complaint is not settled within two (2) regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked:

Step No. 1

An employee's grievance must be submitted to the Foreman immediately in charge of the aggrieved employee with five (5) days from the date the circumstances upon which the grievance was based, was known or should have been known to the grievor. The written grievance shall identify the facts giving rise to the grievance, and shall be signed by the grievor whenever possible and countersigned by the employee's steward and dated. The foreman

will give his answer to the employee by the **end of the second** working day following the presentation of the grievance and the giving of such answer will terminate Step 1.

Step No. 2

If the grievance is not settled at Step 1, the grievance must be moved to Step 2 within three (3) days after the receipt of the Step 1 decision by being presented to the Human Resource Manager or his designate by written notice within the aforesaid three (3) working days. A meeting with the employee, the Steward, the Union President or his nominee, the Representative of the International Union, and the Human Resource Manager will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within three (3) days from the date the grievance is received by the Human Resource Manager. The Human Resource Manager may invite other members of Management to be present at such meeting. The Human Resource Manager will give a written reply by the end of the third working day following the date of the meeting, and the giving of such reply will terminate Step 2. If the written reply is not satisfactory, the next step must be taken within fifteen (15) days of receipt of such reply.

Step No. 3

In the event that the grievance is not settle at Step 2, the party having carriage of the grievance shall request arbitration of the grievance by giving notice to the other party within fifteen (15) days from the delivery of the decision at Step 3, but not

thereafter. If a request for arbitration is not **so** given within such fifteen (15) day period, the grievance shall be deemed to be withdrawn.

9.06 Whenever "day" is utilized in this article, it refers to "working day".

9.07 The time limits and other procedural requirements set out in this Article are mandatory and not merely directory. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit **shall** be deemed to be withdrawn. No matter **may be** submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure shall be final and binding upon **both** parties to this Agreement. If the respondent party to a grievance does not process the grievance in accordance with the requirements of the grievance procedure, the party having carriage of the grievance shall move to the next step of the grievance within the time specified herein. The mandatory provisions of this Article 9 shall not be considered to have been waived by the parties or either **of** them unless they expressly provide a waiver of thereof in writing.

9.08 When two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the Company beginning at Step Two of the Grievance Procedure.

9.09 The Union or the Company shall have the right to initiate a policy grievance of a general nature beginning at Step Two of the Grievance Procedure, and all provisions of the Grievance and

Arbitration Procedures shall apply to such grievances.

9.10 The time allowances provided in this Article may be extended by mutual agreement between the parties in writing.

9.11 It is agreed that a settlement of any grievance under the grievance procedure shall not be construed as a precedent, and shall not be binding on either party in respect to any other grievance.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

10.01 A claim by an employee, that he has been discharged or suspended, without just cause, shall be the proper subject for a grievance, if a written statement of such grievance is lodged at Step 2 of the grievance procedure within five (5) working days after the employee receives notice that he has **ceased** to **work** for the Company and returns to work after a suspension as the case may be.

10.02 When an employee is dismissed without notice, the Company shall have a Union Steward present at the time of such dismissal and provide the Union steward and the employee with a copy of the written confirmation of discharge.

10.03 All disciplinary notices shall be withdrawn from an employee's personnel file after a period of twelve months from the last date that that employee received any discipline.

ARTICLE 11 - ARBITRATION

11.01 When either party to this Agreement requests that a grievance be submitted for Arbitration, they shall make such request in writing addressed to the other party to this Agreement.

11.02 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of four (4) arbitrators.

11.03 In selecting the panel of four (4) arbitrators, each party shall submit to the other party, a list of six (6) nominees. Each party to this Agreement shall select two (2) of the nominees from the list submitted by the other party. The nominees so selected then constitute the panel of four (4) arbitrators, the names to be listed in alphabetical order.

11.04 Should any of the arbitrators constituting the above mentioned panel of arbitrators withdraw or resign from the panel, then the party who nominated the arbitrator who has withdrawn or resigned, shall forthwith submit to the other party to this Agreement, a list of four (4) nominees from which shall be selected one (1) nominee to replace the arbitrator who has withdrawn or resigned.

11.05 The arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to arbitration. Should any arbitrator be unable to hear a grievance within sixty (60) calendar days after the grievance has been referred to him, then he shall be passed over to the next in line.

11.06 Except where otherwise provided for in this Agreement, each of the parties hereto will bear its own expense with respect to any arbitration proceeding. The parties hereto will bear jointly the expenses of the arbitrator on an equal basis.

11.07 In the event either party desires to avail itself of such right of arbitration the decision of the arbitrator shall be final and binding upon the Company, the Union and all of the employees affected. In the event a grievance is not satisfactorily adjusted by application of the grievance procedure as set forth in this Agreement, and if neither party requests the matter to be arbitrated as provided in this paragraph, then such grievance shall be considered for all purposes as having been waived and abandoned by the Union and the aggrieved employee.

11.08 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to add, alter, modify or amend any part of this Agreement, or to adjudicate any matter not specifically assigned to it by the Notice to Arbitrate.

11.09 The arbitrator shall hear and determine only one grievance at a time unless the parties expressly agree otherwise.

11.10 It is also understood and agreed that any arbitrator appointed pursuant to section 46 of the Ontario ~~Labour Relations Act~~ will be bound by the requirements of the grievance and arbitration procedures set out herein.

ARTICLE 12 - SENIORITY

12.01 An employee shall not have seniority and shall be considered **as** a probationary employee until he has attained seniority status by actually working a total of sixty (60) days. During such probationary period he will have no seniority rights. The discharge of a probationary employee will be in the sole discretion of the Company and shall not be arbitrable,

12.02 In all **cases** of promotion or filling of any permanent job vacancies, the following factors shall be considered.

- (a) seniority;
- (b) skill and ability; and
- (c) physical fitness and reliability.

Where the qualifications in factors (b) and (c) are relatively equal, factor (a) shall govern.

In all cases of layoff or recall from layoff, seniority shall be the governing factor except when the employee does not have the ability to perform the work in question.

Temporary lay off shall be a lay off not exceeding five (5) working days. In the case of a temporary lay off as defined herein, the provisions of Article 12.02 shall not apply.

12.03 Subject to 12.04 seniority shall be maintained and accumulated during:

- (a) absence due to layoff, sickness or accident;
- (b) authorized leave of absence.

12.04 An employee shall lose his seniority standing and employment and his name shall be removed from all seniority lists for any one of the following reasons;

- (a) if the employee voluntarily quits;
- (b) if the employee's discharge is for just and reasonable cause and he is not reinstated in accordance with the provisions of this Agreement;
- (c) if the employee is laid off and fails to return to work within five (5) working days after he has been notified to do so by the Company by registered mail to his last known address (a copy of such notice shall be sent to the union);
- (d) if the employee has been laid off for lack of work for period equal to his seniority to a maximum of twelve months,
- (e) if an employee is absent without permission for two (2) consecutive working days, without notifying the Company; or
- (f) fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted.

12.05 An updated seniority list will be posted in January and July of each year. A copy of such seniority list shall be mailed to the Toronto area office of the Union.

12.06 The Local Union President shall be notified in advance of the names of any employees slated for layoff and the expected duration of same. All layoffs of more than five **days** shall occur at the end of the regular work week,

12.07 (a) All permanent job vacancies in new or existing jobs within the bargaining unit shall be posted on the bulletin board for two (2) full working **days** prior to filling the job vacancy,

(b) The job vacancy shall be filled in accordance with the provision of Article 12.02.

(c) The name of the successful applicant shall be posted on the bulletin board,

(d) During the first thirty working **days** in a new position, an employee shall be paid a training rate of \$1.00 **per** hour less than the regular rate for that position. If the employee's previous wages are more than his training rate, the wage will be frozen for the thirty working days.

12.08 Temporary transfers may be made for a period not exceeding twenty (20) working days, unless the parties agree to a period exceeding twenty (20) working days. The provisions of Article 12.02 and 12.07 shall not apply to any temporary assignments pursuant to this clause.

An employee temporarily transferred for the convenience of the Company for one (1) full shift shall be paid the higher of the rate of the job or his regular rate.

An employee temporarily transferred due to lack of work or to avoid lay off for one shift shall be paid the rate of the job.

Temporary transfers will not be used for vindictive or disciplinary reasons.

12.09 Employees promoted to supervisory or other positions, which disqualify them from being subject to this Agreement shall accumulate seniority for a period of six (6) months following such transfer and should such employees decide to return to the bargaining unit or are returned by the Company during the **six** (6) months period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer.

No employee subject to the above may return to the bargaining unit once the six (6) month period has expired, other than as a new employee. This provision will apply once only for an employee.

12.10 The Company will supply the Local Union President of the Union, or in his absence, one (1) member of the Union Executive Committee, monthly, with the name of persons who have been:

1. Recalled to work
2. New Hires
3. Quits
4. Absent through sickness or accident for one (1) full week
5. Change of address

ARTICLE 13 - LEAVES OF ABSENCE'

13.01 "Leave of Absence" shall mean absence from work requested by an employee in writing and consented to by the Company in writing. All requests for personal leaves of absence shall be made to the Foreman in writing by the employee concerned and a letter shall indicate in full the reasons for requesting the leave of absence. Any leave granted shall be in writing covering the specified period of time. The granting or withholding of a leave of absence shall be at the sole discretion of the Company.

13.02 An employee shall be entitled to pregnancy leave in accordance with the provisions of the Employment Standards Act of Ontario **as** it may be amended from time to time.

13.03 The Company agrees to grant a total of up to thirty (30) days per contract year for unpaid leaves of absence for union business (including education, conferences, attendance at conventions etc.) provided the following conditions are met:

(a) The request for any leave pursuant to this clause shall be made by a Union official.

(b) The Company is given at least two (2) weeks written notice from a Union official.

(c) Not more than one (1) employee is absent from any department at any one time.

The Company agrees to continue direct pay for employees absent on union business leaves and bill the union on a monthly basis.

ARTICLE 14 - UNION REPRESENTATION

14.04 If an authorized representative, who is not employed by the Company, wants to speak to local union representatives about a grievance or other official business, he shall advise the Plant Manager, or his designated representative, who shall then call the local union representative to an appropriate place where they may confer privately. These talks will be arranged so that they will not interfere with production. It is understood that the above referenced privilege is in the discretion of the Company and that such privilege will only be extended so long as, in the judgement of the Company, it is not being abused.

ARTICLE 15 - BULLETIN BOARD

15.01 The Company agrees to allow bulletin boards provided by the Union to be located in areas accessible to employees in the plant for the purpose of posting meeting notices and official union information. Such postings shall be signed by a Union official and reviewed by a member of Management.

ARTICLE 16 - PAYMENT FOR INJURED EMPLOYEES

16.01 In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid wages for the remainder of his shift. If it is necessary, the Company will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the plant or his home,

ARTICLE 17 - JURY AND WITNESS DUTY

17.01 Each seniority employee who is summoned to and reports for jury duty or as a Crown witness, as prescribed by applicable law, shall be paid by the Company for up to ten (10) working days the difference between the Employee's basic hourly rate for the number of hours up to eight (8) that he otherwise would have been scheduled to work and the daily jury/Crown witness fee paid by the Court.

In order to receive payment under this section an employee must meet all the following eligibility requirements:

- (a) the employee shall have given twenty four **(24)** hours' notice to his supervisor that he has been summoned for jury duty or as a crown witness;
- (b) the employee shall furnish satisfactory evidence to the Company that he reported for and performed jury duty/ crown witness testimony, on the days for which he claims payment;
- (c) the employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment;
- (d) the employee must produce to the Company a cheque or voucher from the Court showing the amount paid and the dates in reference to which such payment is made, exclusive of meal and/or travel allowance.

ARTICLE 18 - HEALTH AND SAFETY.

18.01 The Company and the Union shall maintain an Occupational Safety and Health Committee consisting of not more than three (3) members elected or appointed by the Union and not more than (3) members elected or appointed by the Company.

18.02 The Company shall hold a monthly meeting to discuss safety and conduct plant safety inspections.

18.03 The Union Chairman of the Committee shall have the right to accompany all authorized safety inspectors on tours of the Plant and shall receive copies of any reports sent to the Company pertaining to such inspections.

18.04 This Article will be subject to the Occupational Health and Safety Act of Ontario.

18.05 Safety Shoes

The Company will contribute up to a maximum of thirty dollars (\$30.00) each calendar year to any full time seniority employee who purchases CSA approved safety shoes.

ARTICLE 19 - PLANT HOLIDAYS

19.01 The following days shall be observed as holidays with pay for seniority employees. The following shall be subject to the qualifying requirement of Article 19.02.

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

Compensation shall be equivalent to the employee's straight time hourly rate for a day worked, provided he complies with the qualifications set forth in Article 19.02.

19.02 In order to qualify for any of the holidays designated in Article 19.01, the employee must work his scheduled shift immediately prior to and his scheduled shift immediately following the holiday.

ARTICLE 20 - VACATIONS

20.01 Employees with less than one (1) year continuous service as of June 30 in any year will be granted vacation in accordance with the Employment Standards Act.

20.02 An employee having at least one (1) year continuous service with the Company as of June 30 in any year shall be entitled to two (2) weeks vacation with pay computed at the rate of four (4%) of the employee's earnings with the Company in the twelve (12) month period immediately proceeding such June 30.

20.03 An employee having at least five (5) years' continuous service with the Company **as** of June 30 in any year shall be entitled to three (3) weeks vacation with **pay** computed at the rate of six percent (6%) of the employee's earnings with the Company in the twelve (12) month period immediately proceeding such June 30.

20.04 Effective vacation year commencing 1994, an employee having at least ten (10) years' continuous service with the Company **as** of

June 30 in any year shall be entitled to four (4) weeks vacation with pay computed **at** the rate of eight percent (8%) of the employee's earnings with the Company in the twelve (12) month period immediately proceeding such June 30.

ARTICLE 21 - BENEFITS

21.01 The Company agrees to provide the following benefits for employees who have completed six (6) months of employment:

- (a) Life Insurance - (maximum \$15,000.00);
- (b) Accidental Death and Dismemberment - (maximum \$15,000.00);
- (c) Major Medical - Co-Insurance - 75% Company pays, 25% Employee

pays

- (d) Dental Plan - 2 Year Lag from current ODA Fee Schedule,
Co-Insurance - 75% Company pays, 25% Employee pays

21.01 Additional Benefit: The Company agrees to continue the current Long Term Disability benefit (60% monthly earnings/maximum of \$3,000.00 per month) which is 100% employee paid.

ARTICLE 22 - WAGES

22.01 During the lifetime of this Agreement, all payment of wages shall be made in accordance with the job classifications and wage rates set out in Schedules that are hereby made part of this Agreement.

22.02 Shift Premiums

Afternoons - \$.25

Midnights - \$.50

22.03 New or Changed Jobs

The Company agrees to negotiate with the Union, the rate of pay for any new or changed job prior to the rate being installed. However if the parties fail to agree on the new rate, they shall install the new rate proposed by the Company and the Union **shall** have the right to grieve the rate.

ARTICLE 23 - HOURS OF WORK AND OVERTIME

23.01 The standard work week for employees shall be forty (40) hours per week.

23.02 The provisions of this Article are not to be interpreted as a guarantee of or a limitation **upon** the hours **of** work to be done per day or **per week** or otherwise nor as **a** guarantee of working schedules but shall serve to assist the parties in the computation of regular pay and overtime **pay**. Overtime shall be paid on all hours after the standard work week **as** set out in 23.01 at the rate of one and one half (1 1/2) times the employees regular rate of **pay**.

23.03 Employees will be given a thirty (30) minute lunch period without pay during their working shift.

23.04 There shall be no pyramiding of overtime rates.

23.05 The Company shall **keep** up-to-date records of all overtime worked for employees inspection.

23.06 Employees shall be allowed an uninterrupted ten (10) minute rest period approximately midway through each half shift.

23.07 Whenever any permanent changes to any scheduled shifts are required, the Company will communicate the details of such change to the Union prior to the change.

ARTICLE 24 - BEREAVEMENT LEAVE

24.01 When death occurs in a seniority employees immediate family (i.e. mother, father, brother, sister, current spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents), the employee, upon request, will be excused for a period not to exceed three (3) consecutive days or such fewer days as the employee may be absent, immediately following the date of death. The employee shall not be entitled to receive any pay hereunder for any day upon which he would not otherwise have been scheduled to work for the Company. Payment will be based upon employees base hourly rate exclusive of premiums.

ARTICLE 25 - HUMANITY FUND

25.01 The Company agrees to deduct on a bi-weekly basis the amount of one cent (\$.01) per hour from the wages of all employees in the bargaining unit for all hours worked and prior to the fifteen (15th) day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment to the United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local Union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay which may be received during the four (4) weeks following ratification of this Agreement or at any time thereafter.

ARTICLE 26 - DURATION OF AGREEMENT

26.01 This Agreement shall become effective as of the 24th day of May 1996 and shall remain in effect up to and including the 30th day of June 1999 and shall automatically renew itself from year to year thereafter unless written notice of the desire to amend any portion of any of the terms hereof is given by either party to the other within ninety (90) days prior to the expiration of the agreement or any such annual period thereafter. The parties agree to begin negotiations within fifteen (15) working days after such notification.

DATED at Toronto, Ontario this 15 day of Jan, ~~1996~~ ¹⁹⁹⁷

MIROLIN INDUSTRIEL INC.

UNITED STEELWORKERS OF AMERICA

J. Kinnin
J. Smith
400 x 100

Mohamed Bahk
Kung Bahk

See MB

SCHEDULE "A"LETTER OF UNDERSTANDING BETWEEN THE PARTIESRE: RETENTION

TO: UNITED STEELWORKERS OF AMERICA

This will confirm that the wage rates as set out in Appendix "A", "B" and "C" of the Collective Agreement will be subject to the following:

1. Any employee with a wage rate higher than the negotiated wage rate for the job that they are performing as of the date of ratification shall retain such wage rate only as long as they continue to occupy that specific job.
2. Any employee who no longer performs the same job he held as of the date of ratification for whatever reason (i.e. bumped to avoid lay off, transfer, successful posting, etc.) shall be paid the rate of the job to which he is transferred.

SCHEDULE "B"LETTER OF UNDERSTANDING BETWEEN THE PARTIESRE: BULLETIN BOARDS

The Parties will agree to maintain their existing practice with respect to bulletin boards.

SCHEDULE "C"

LETTER OF UNDERSTANDING BETWEEN THE PARTIES

RE: LABOUR/MANAGEMENT COMMITTEE

The parties agree to form a Labour/Management Committee.

SCHEDULE "D"

RE: PAY SCHEDULE

Effective May 27, 1996, the pay schedule will be changed to bi-weekly.

JOB CLASSIFICATION AND WAGE RATES - APPENDIX "A"
FOR YEAR 1: EFFECTIVE MAY 24, 1996 TO JUNE 30, 1997

<u>DEPT</u>	<u>CLASSIFICATION</u>	<u>START</u>	<u>3 MO</u>	<u>12MO</u>	<u>18MO</u>	<u>24MO</u>
MIRO- GLIDE	C1 LEAD HAND	8.16	10.20	12.24	12.80	13.36
	C2 MACHINE OPERATOR PACKER	8.16	9.06	9.95	10.41	10.86
	C3 ASSEMBLER	8.16	8.42	8.67	9.07	9.47
WARE- HOUSE	C1 LEAD HAND SHIP	8.16	11.22	14.28	14.94	15.60
	C2 LEAD HAND REC	8.16	10.71	13.26	13.87	14.49
	C3 RECEIVER	8.16	10.20	12.24	12.80	13.36
	C4 WAREHOUSEMAN	8.16	9.18	10.20	10.67	11.14
MAINT	C1 MAINT MECH 1	8.16	12.24	16.32	17.08	17.82
	C2 MAINT MECH 11 FIELD REPAIRMAN	8.16	11.22	14.28	14.94	15.60
		8.16				
	C3 JANITOR	8.16	9.06	9.95	10.41	10.86
MOLD MAINT	C1 MOLD REPAIR 1	8.16	10.46	12.75	13.34	13.92
	C2 HOLD REPAIR 11	8.16	9.69	11.22	11.74	12.25
CAB- INET	C1 LEAD HAND	8.16	10.46	12.75	13.34	13.92
	C2 SPRAY GUN OPERATOR	8.16	9.69	11.22	11.74	12.25
	C3 MACHINE OPERATOR PACKER	8.16	9.18	10.20	10.67	11.14
	C4 ASSEMBLER FINISHING OPERATOR	8.16	8.67	9.18	9.61	10.03
ACRY- LIC	C1 LEAD HAND	8.16	10.97	13.77	14.40	15.04
	C2 FORMING OPERATOR CHOPPER GUN OPERATOR	8.16	10.20	12.24	12.80	13.36
	C3 SET UP OPERATOR MACHINING OPERATOR PACKER REPAIR OPERATOR	8.16	9.69	11.22	11.74	12.25
	C4 WHIRL ASSEMBLER BUFFER/SANDER	8.16	8.80	9.44	9.87	10.30
	C5 LAMINATOR CLEANER	8.16	8.56	8.96	9.35	9.76

JOB CLASSIFICATION AND WAGE RATES - APPENDIX "B"
FOR YEAR 2: EFFECTIVE JULY 1, 1997 TO JUNE 30, 1998

<u>DEPT</u>	<u>CLASSIFICATION</u>	<u>START</u>	<u>3 MO</u>	<u>12MO</u>	<u>18MO</u>	<u>24MO</u>
MIRO- GLIDE	C1 LEAD HAND	8.16	10.20	12.24	12.80	13.36
	C2 MACHINE OPERATOR PACKER	8.16	9.06	9.95	10.41	10.86
	C3 ASSEMBLER	8.16	8.42	8.67	9.07	9.47
WARE- HOUSE	C1 LEAD HAND SHIP	8.16	11.22	14.28	14.94	15.60
	C2 LEAD HAND REC	8.16	10.71	13.26	13.87	14.49
	C3 RECEIVER	8.16	10.20	12.24	12.80	13.36
	C4 WAREHOUSEMAN	8.16	9.18	10.20	10.67	11.14
MAINT	C1 MAINT MECH 1	8.16	12.24	16.32	17.08	17.82
	C2 MAINT MECH 11 FIELD REPAIRMAN	8.16	11.22	14.28	14.94	15.60
	C3 JANITOR	8.16	9.06	9.95	10.41	10.86
	C1 MOLD REPAIR 1	8.16	10.46	12.75	13.34	13.92
MOLD MAINT	C2 MOLD REPAIR 11	8.16	9.69	11.22	11.74	12.25
CAB- INET	C1 LEAD HAND	8.16	10.46	12.75	13.34	13.92
	C2 SPRAY GUN OPERATOR	8.16	9.69	11.22	11.74	12.25
	C3 MACHINE OPERATOR PACKER	8.16	9.18	10.20	10.67	11.14
	C4 ASSEMBLER FINISHING OPERATOR	8.16	8.67	9.18	9.61	10.03
ACRY- LIC	C1 LEAD HAND	8.16	10.97	13.77	14.40	15.04
	C2 FORMING OPERATOR CHOPPER GUN OPERATOR	8.16	10.20	12.24	12.80	13.36
	C3 SET UP OPERATOR MACHINING OPERATOR PACKER REPAIR OPERATOR	8.16	9.69	11.22	11.74	12.25
	C4 WHIRL ASSEMBLER BUFFER/ SANDER	8.16	8.80	9.44	9.87	10.30
	C5 LAMINATOR CLEANER	8.16	8.56	8.96	9.35	9.76

JOB CLASSIFICATION AND WAGE RATES - APPENDIX "C"
FOR YEAR 3: EFFECTIVE JULY 1, 1998 TO JUNE 30, 1999

<u>DEPT</u>	<u>CLASSIFICATION</u>	<u>START</u>	<u>3MO</u>	<u>12MO</u>	<u>18MO</u>	<u>24MO</u>
MIRO- GLIDE	C1 LEAD HAND	8.24	10.30	12.36	12.93	13.49
	C2 MACHINE OPERATOR PACKER	8.24	9.15	10.05	10.51	10.97
	C3 ASSEMBLER	8.24	8.50	8.76	9.16	9.57
WARE- HOUSE	C1 LEAD HAND SHIP	8.24	11.33	14.42	15.09	15.76
	C2 LEAD HAND REC	8.24	10.82	13.39	14.01	14.64
	C3 RECEIVER	8.24	10.30	12.36	12.93	13.49
	C4 WAREHOUSEMAN	8.24	9.27	10.30	10.78	11.25
MAINT	C1 MAINT MECH 1	8.24	12.36	16.48	17.25	18.00
	C2 MAINT MECH 11 FIELD REPAIRMAN	8.24	11.33	14.42	15.09	15.77
	C3 JANITOR	8.24	9.15	10.05	10.51	10.97
MOLD	C1 MOLD REPAIR 1	8.24	10.57	12.88	13.47	14.06
	C2 MOLD REPAIR 11	8.24	9.79	11.33	11.86	12.37
CAB- INET	C1 LEAD HAND	8.24	10.57	12.88	13.47	14.06
	C2 SPRAY GUN OPERATOR	8.24	9.79	11.33	11.86	12.37
	C3 MACHINE OPERATOR PACKER	8.24	9.27	10.30	10.78	11.25
	C4 ASSEMBLER FINISHING OPERATOR	8.24	8.76	9.27	9.71	10.13
ACRY- LIC	C1 LEAD HAND	8.24	11.08	13.91	14.54	15.19
	C2 FORMING OPERATOR CHOPPER GUN OPER	8.24	10.30	12.36	12.93	13.49
	C3 SET UP OPERATOR MACHINING OPER PACKER REPAIR OPERATOR	8.24	9.79	11.33	11.86	12.37
	C4 WHIRL ASSEMBLER BUFFER/SANDER	8.24	8.89	9.53	9.97	10.40
	C5 LAMINATOR CLEANER	8.24	8.65	9.05	9.44	9.86