

SOURCE	Company		
EFF.	95	10	10
TERM.	99	10	10
No. OF EMPLOYEES	110		
NOMBRE	110		

COLLECTIVE AGREEMENT

between

**IPEX FITTINGS INC.
(London)**

Party of the First Part

and

"G.M.P."

Glass, Molders, Pottery, Plastics and Allied Workers International Union through its Local #49, (London)

Effective Date: October 10, 1995
Expiry Date: October 10, 1999

1157(01)

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IPEX FITTINGS INC. (London)

and

“G.M.P.”

- Glass, Molders, Pottery, Plastics and Allied Workers
International Union,
through its Local #49, (London)

*Wherever the singular **arid** masculine are used in this Agreement they shall be construed as if the plural or feminine **had** been used. Where the context so requires the rest of the sentence shall be construed as if the grammatical **arid** terminological changes thereby rendered necessary have been made.*

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Company and its employees, and to provide machinery for the prompt and equitable dispositions of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provision of this Agreement.

ARTICLE 2 - SCOPE

- 2.01 This agreement applies to all employees of IPEX FITTINGS INC. (London) save and except foremen, persons above the rank of foremen, office and sales staff.
- 2.02 The Company will supply the Union with a list of employees acting in a supervisory capacity and indicate by appropriate titles the nature and extent of their authority.

ARTICLE 3 - UNION MEMBERSHIP

- 3.01 All employees covered by this Agreement will remain members of the Union in good standing as a condition of employment.
- 3.02 The Company also agrees that all persons hired after the effective date of this Agreement shall have deducted from their wages a sum equal to Union Dues, as described in Article 3.03, on the first checkoff following date of hire provided there are wages currently owing from which the dues can be deducted.
- 3.03 The Company agrees to deduct as provided for in 3.02 from each employee in the Bargaining Unit, Union dues and Initiation fees in the amount certified by the Union to the Company to be currently in effect according to the Union Constitution. Such deductions shall be remitted within ten (10) days and the cheque (or cheques) made payable as directed by the Union along with a list of employees from whom such deductions are made. The responsibility of collecting Union Dues from employees who have failed to work during the month, rests solely with the Union.
- 3.04 A copy of those checked off on each monthly check-off shall be given to the Plant Chairperson.

ARTICLE 4 - DISCRIMINATION

- 4.01 The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practised by either party to this agreement or any of its representatives, with respect to any employee covered by this agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that the exclusive functions of management shall include but shall not be limited to the following:

- a) To conduct and manage the business enterprises in which it is engaged according to its exclusive judgement, to determine the product & products to be manufactured and the manner & means of manufacturing the same, the scheduling of production, the methods of manufacture, the kinds, location and use of machines and tools, the designing of its products and in general to conduct the business except as herein specifically provided.
- b) To hire, discharge, promote, transfer, classify or discipline employees provided however, that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employee has been discharged, suspended, or disciplined without reasonable cause may be the subject of a complaint and/or grievance and dealt with as hereinafter provided.
- c) The Company agrees that it will not exercise these rights in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 The Company will not cause or direct any lockout of its employees, and the Union will not cause or direct any strike or other collective action during the life of this Agreement.

ARTICLE 7 - NOTICES

- 7.01 Any notices provided to be given under the terms of this Agreement shall be in writing and, unless otherwise expressly stated herein, shall be given to the Company at its offices in London, Ontario, and to the Union by mailing it to the Union's Toronto office, with a copy given to the Shop Chairperson.
- 7.02 Such notices shall be mailed by prepaid or registered post, addressed as aforesaid and shall be deemed to have been received by the party to whom

the same was addressed on the day following the depositing of same on the Post Office.

ARTICLE 8 • UNION REPRESENTATION

- 8.01 The Company acknowledges the right of the Union to appoint or otherwise select a plant committee of not more than eight (8) employees, in order to provide representation on each shift. The Company **will** not be required to meet at any one time with more than five (5) of the said committee on any matter arising with respect to rates of pay, hours of work, and other terms and conditions of employment. In the event that the number of employees in the Bargaining unit exceed 150, the Union may appoint an additional two employees to serve on the plant Committee.
- 8.02 The Union shall furnish the Company with a list of names of the committee members, and shall notify the Company in writing of any changes in the said list forthwith such changes having been made.
- 8.03 The Company agrees to pay the Union Committee at their straight-time wages during their regular working hours for all time spent in meetings with representatives of the Company, with the exception of Arbitration Hearings.
- 8.04 The Union recognizes, and agrees that members of the plant committee have regular duties to perform in connection with their employment and therefore, the business of administering this Agreement will be attended to with the least possible interference with production. Before leaving his regular Company duties, a committeeman must report to his foreman, his reasons for leaving his work and obtain permission. The Union agrees that time granted under this section will not be abused by the plant committee.
- 8.05 It is mutually agreed that employees shall not be eligible to serve as a member of the Union Commit-

tee until after they have become permanent employees, and have been on the seniority list for a period of six (6) calendar months.

- 8.06 Authorized Union representatives, not employed by the Company may confer with Union officers within the plant if permission is first obtained from the Plant Manager or his designate. The Company will not unreasonably withhold such permission and the Union will keep these requests to a minimum.

ARTICLE 9 - SENIORITY

- 9.01 An employee will be considered on probation and will not be placed on a seniority list until after he has worked for a total of sixty (60) working days for the Company within a 12 month period.
- 9.02 Seniority lists based upon continuity of service with the Company shall be established on a plant-wide basis.
- 9.03 Seniority lists shall be revised each three (3) months. A copy of the lists **will** be posted in the plant and three (3) copies given to the Union Chairperson.
- 9.04 In the event that an employee covered by this Agreement should be promoted to a position beyond the scope of this Agreement and is later transferred within the scope of the bargaining unit, he shall lose the seniority prior to and during the period of exemption from the bargaining unit, after a sixty (60) working day period.
- 9.05 In the event it becomes necessary to reduce the work force in any classification, probationary employees shall be the first to be laid off. Thereafter seniority shall be the governing factor, providing that, in any reduction of the **work** force the Company is able to maintain a work force that is capable and willing to perform the work assigned. The

plant chairperson will be granted top seniority and shall have preferential seniority over any employee in his/her classification and in the plant for the purpose of layoff and recall during the term of his/her office, provided he or she is capable of performing the work available.

9.06 Employees who have been laid off may displace other employees, who have less seniority than themselves on a plant-wide basis. Those employees exercising their seniority will be given a five (5) day adaptation period. This adaptation period is not a training or instruction period.

9.07 Employees who have been laid-off or displaced because of lack of work, and who still retain seniority with the Company, will be recalled by seniority when work becomes available provided they are capable and willing. Such employees will be given the same adaptation period as defined in Section 9.06.

When a lay-off takes place in any classification, a senior employee in that classification may choose to take a voluntary lay-off. This voluntary lay-off must be for a period of three (3) months or until a recall is made. Any extensions on the 3 months shall be by mutual agreement.

An employee refusing a recall to other than his own classification will not be entitled to claim that position until a future recall or lay-off or displacement.

An employee may not refuse a recall to his own classification.

9.08 At least five (5) working days' notice will be given to affected employees of any lay-off, providing such lay-off is for an expected period of time in excess of five (5) working days.

Employees exercising their seniority as defined in

9.06 will exercise said rights within the first three (3) working days following notifications of lay-off.

The Union Chairperson will be advised in writing of lay-offs forty-eight (48) hours before any employee is notified or a notice is posted.

9.09 Notifications of recall shall be by registered letter or telegram directed to the last address which the employee recorded with the Company.

9.10 In the event employees are hired on the same date, the Company will record the time of day said employees were hired for employment with the Company. Thereby, the person hired first would appear first on the seniority list.

9.11 When employees are laid-off for a temporary period (temporary meaning less than thirteen (13) weeks), it is not necessary for the Company to issue pay cheques in lieu of holiday pay, unless requested to do so by the employee(s).

9.12 An employee's seniority shall not be deemed to have been broken by reason of absence from work because of

- a) Injury caused by accident arising out of and in the course of his employment.
- b) Illness which does not exceed twenty-four (24) months.
- c) Leave of absence (authorized) (vacations).

9.13 An employee's seniority shall be cancelled and the employee deemed to have quit by:

- a) Absence from work without a good reason for more than three (3) working days.
- b) On lay-off equal to his seniority up to a maximum of four (4) years.
- c) Failure to return to work within five (5) working days after notice of recall except when an

employee has found other employment during the lay-off and wants to give notice. He must notify the Company of his date of return within the 5 day limit and must return within 10 days of notice of recall.

d) As defined in Section 9.04 of this Agreement.

NOTE: It is clearly understood between both parties that the employee is responsible for keeping the Company informed of any change of address.

ARTICLE 10 - SUPERVISORS AND NON-BARGAINING EMPLOYEES WORKING

10.01 Persons not covered by this Agreement shall not perform the work of persons covered by this Agreement except in the following instances:

- a) For the purpose of instruction when an hourly rated employee will be present.
- b) Mould proving and production difficulties.
- c) Inspection of finished product (performed by Chief Inspector).

ARTICLE 11 - JOB POSTING

11.01 Where a vacancy exists, other than a vacancy caused through accident, sickness, vacation, or leave of absence, the Company will post on the Plant Bulletin Board, a notice describing the vacancy and the number of openings. Such notice shall remain on the Bulletin Board for 72 hours. The Company will receive application from the employees on the seniority list, for the position that is open. Such posting shall denote an instruction and adaptation period which shall not be less than five (5) working days and not more than twenty (20) days. Plant seniority shall be the determining factor in filling the said vacancy among those applicants who are capable of performing the position that is posted.

Employees may apply for vacancies in their own classification in order to change department or shift. The successful applicant will be posted on the Union board within five (5) working days of the posting period. The Company will notify the Plant Chairperson twenty-four (24) hours prior to posting the successful applicant.

- 11.02 The final selection of the applicant shall be a decision of management. Nothing in the foregoing shall preclude a grievance.
- 11.03 Where there is to be an interview with an interested employee for any particular posting, the employee may be accompanied by a member of the Union Committee or another bargaining unit member.
- 11.04 It is recognized that the Company has the right to fill the position with any employee from the bargaining unit on a temporary basis until the vacancy is filled. However, such temporary transfer will not exceed five (5) working days and the employee will receive the rate of the job or his own rate, whichever is greater. When a transfer is to be made, the shop Chairperson shall be given a copy of such transfer.
- 11.05 It is agreed where an applicant has failed to qualify he shall revert to his former position without prejudice and without loss of seniority.
- 11.06 Additional help requested during the months of June, July and August can be accomplished by the hiring of students who need assistance with their further education, in a financial and practical manner only if no employees are on lay-off or displaced. The number of such students hired under this clause will be limited to ten (10) percent (%) of the total work force. It is clearly understood these hirings are not subject to job posting. The Chairperson shall be given a list of students when they are hired.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 The Company may grant leave of absence to employees when necessary for personal reasons. Request for leave of absence will be in writing stating duration of such leave and a copy of this request will be returned to the employee stating the Company's answer.
- 12.02 Delegation for Union Business shall be considered a good cause for leave of absence and will not be counted as part of the employee's absenteeism record. It is understood by both parties that time off work under 12.02 is capped at twenty (20) days.
- 12.03 Authorized leaves for maternal or paternal leave will be granted in accordance with the prevailing and pertinent Ontario legislation.
- 12.04 The Company will grant leave of absence as required, on request, for the Plant Chairperson, or his/her deputy, or the evening shift committee member, or his/her deputy, to attend the monthly Executive and regular meetings of Local 49, providing such leaves of absences do not interfere with key personnel required to maintain production. In such event only one employee will be granted the leave stipulated above.
- 12.05 When an employee is refused a requested leave of absence, the Company will give its reason(s) in writing to the employee.
- 12.06 Seniority **will** continue to accumulate in respect of employees granted an authorized leave of absence.

Benefits will be discontinued for employees during the period of authorized leave for employees (and their dependents) described in 12.01 and 12.02 except for employees on authorized leave of absence for maternal/paternal leave.

Benefits will be reinstated for employees on au-

thorized leave of absence if they return to active employment, for a minimum of 24 hours a week, on the first working day following the date that the authorized leave of absence expires.

If the employee is gainfully employed, other than with the Company, during an authorized leave of absence, his employment will terminate as of the date of commencement of such gainful employment (except as noted in 12.02).

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.01 When an employee has a complaint or a grievance, the procedure set out in this section shall be followed in an effort to arrive at a satisfactory settlement. Such matters shall be immediately brought to the parties concerned, and every effort will be made by the parties to deal with the complaint or grievance in a prompt and equitable manner.
- 13.02 Any grievance whether affecting one (1) or more employees, shall be in the first instance, submitted orally to the foreman of the department by the employee or employees concerned. If any employee so desires, he may have a member of the Union Committee accompany him. The foreman will give his answer verbally within two (2) days. If such answer ~~is~~ not suitable, the employee or employees may, within seven (7) working days, then submit the grievance in writing to the Plant Superintendent on a grievance form to be supplied by the Union.
- 13.03 The Plant Superintendent will give his reply in writing to the employee or employees within three (3) working days following his receipt of the written grievance. And after a meeting with the grievor and a member of the Union Committee, if the Plant Superintendent's decision is *not* satisfactory to the employee or employees, the Union Committee may, within five (5) working days, proceed to stage

13.04.

- 13.04 The Plant Manager will consider the grievance at a meeting of the Union Committee. At such a meeting, either party may bring in representatives if they so desire. The Plant Manager will give his answer in writing five (5) working days after such a meeting has taken place with a copy to the plant chairperson.
- 13.05 Should any grievance fail to be satisfactorily settled under the foregoing provisions of this Section such a grievance may be referred to arbitration by either party within ten (10) days as provided herein or be considered withdrawn.
- 13.06 All agreements and settlements reached at the Plant Manager stage of the grievance procedure, between the Company and the Union, shall be in writing and signed by both parties.
- 13.07 Any of the time allowance provided in this article may be extended by mutual agreement between the Company and the Union Committee.
- 13.08 Any dissatisfaction arising through notices posted by the Company relating to Plant Rules, Safety Rules, or general working conditions, etc. will be dealt with in accordance with the grievance procedures, providing said notices are inconsistent with the terms of this Agreement.

ARTICLE 14 - ARBITRATION

- 14.01 When either party requests in writing that a matter be submitted to arbitration, such a request shall be made in writing to the other party to this Agreement, and the notice shall contain a list of the party's arbitrators, and the subject to be arbitrated.
- 14.02 The recipient of the notice shall within five (5) days, advise the first party of the name it agrees to

or suggest alternatives. If within two (2) working days, they fail to agree on a sole arbitrator, the ~~Ministry of Labour for the Province of Ontario~~ shall be asked to make the necessary appointment.

- 14.03** The decision of the Arbitrator shall be final and binding.
- 14.04** Each party shall be responsible for an equal share of the fees and expenses of the arbitrator. The cost of cancellation will be the responsibility of the party cancelling.
- 14.05** The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify, amend or supplement any part of this Agreement.
- 14.06** No person may be appointed as an Arbitrator if such person has been involved in any attempt to settle the grievance being arbitrated.

ARTICLE 15 - DISCHARGE CASES

- 15.01** A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Plant Manager within five (5) days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Section 13.04 will be omitted in such cases.
- 15.02** Such special grievances may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee, with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 15.03** When a meeting is held for the purpose of discharging an employee, the shop Chairperson or designate shall be present.

ARTICLE 16 • MANAGEMENT GRIEVANCES

- 16.01 It is understood that the Management may bring forward to any meeting held with the Union Grievance Committee, any complaint with respect to the conduct of the Union, its officers, committee men or stewards, within the plant, and that if such complaint by Management is not settled to the mutual satisfaction of both parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of any employee.

**ARTICLE 17 • DISCIPLINE • WARNINGS •
SUSPENSIONS**

- 17.01 To ensure continuous and successful operation of the plant, it may be necessary for Management to exercise discipline at any time, but any action taken by Management with respect to the issuing of suspensions or written warnings, must be done within three (3) working days of the Company's knowledge of such action.
- 17.02 Such written warning or suspension shall remain on the employee's record until the employee has accumulated a period of one hundred (100) working days, at which time the particular warning or suspension would be cleared from the employee's record.

One hundred (100) working days mentioned above is inclusive of days off as set out in this Agreement, excepting leaves of absence.

ARTICLE 18 • EMPLOYEE INJURY

- 18.01 If an employee is injured during working hours and is sent home by either Company or a doctor, the Company will pay him for the remaining time left in the full shift.

ARTICLE 19 - UNION BULLETIN BOARDS

19.01 The Company will provide one (1) enclosed and locked bulletin board in a conspicuous location in the plant for the posting of notices of meetings of the Union and other material of interest to the Union members. All such notices must be approved by the Company before being posted. Such bulletin board will contain a heading "Union Notice Board".

ARTICLE 20 - PAID HOLIDAYS

20.01 The following thirteen (13) holidays will be paid for and continued during the life of this Agreement. The paid holidays are as follows:

New Year's Day	Thanksgiving Day
Good Friday	Day Before Christmas
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Day Before New Year's
Labour Day	Floater
3rd Monday In February	each year

NOTE: The posting of the Floater Day will be by mutual agreement between the Company and the Union Committee.

20.02 During a five (5) day week operation, if they fall on a working day, the plant will close on that day. If they fall on a Saturday or on a Sunday, the plant will close the following Monday, or preceding Friday, as mutually agreed between the Company and the Union Committee.

20.03 The pay for paid holidays will be eight (8) hours a day at the employee's hourly rate, except for employees on 12 hour shifts during a 7 day continuous operation where, for the following 8 public holidays, the pay will be twelve (12) hours a day at the employee's hourly rate:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day

Victoria Day
Christmas Day

Dominion Day
Boxing Day

20.04 Employees must have worked a complete shift before and after the holiday to qualify for the holiday pay. Employees off sick the day before, or the day after the holiday, on request, must prove same by Doctor's certificate. Sickness for a period of not in excess of five (5) working days prior to or after the paid holiday will entitle the employee to pay for the said paid holiday.

20.05

a) Employees who are unavoidably late, up to one (1) hour, on the day prior or the day after the paid holiday, will be paid for the said holiday.

b) Employees who receive prior permission to be absent, from the Plant Manager or his designate, or who are on an approved leave of absence, will be paid for the paid Holiday only if they are not absent in excess of five (5) working days prior to or after the said holiday.

ARTICLE 21 - BEREAVEMENT PAY

21.01 In the event of death in an employee's immediate family (immediate family shall mean - Father, Mother, Father-In-Law, Mother-In-Law, Brother, Sister, Brother-In-Law, Sister-In-Law, Spouse, Children, Grandparents, Grandparents of spouse and grandchildren) the employee may be absent from work as follows:

1. Spouse and Children
-up to but no more than six (6) calendar days, excluding Sunday
2. All Others
-up to but no more than three (3) calendar days, excluding Sunday

During such absence the employee shall be com-

compensated at his regular hourly rate for such working time lost.

- 21.02 When a death occurs in the immediate family, as defined in Section 21.01 and the employee is unable to attend the funeral, three (3) days' absence will be allowed the employee as days of worship. During such absence, the employee shall be compensated at his regular hourly rate for such working time lost.

ARTICLE 22 - JURY DUTY

- 22.01 The Company agrees to pay the difference between the fee received for Jury Duty and the amount the employee would have earned for eight (8) hours work at straight time rates for each day an employee is required for Jury Duty, providing that he is scheduled to work on the day he is called for Jury Duty.
- 22.02 The Company agrees to pay the difference between the fee received as a Witness in a court of law, and the amount the summonsed employee would have earned for eight (8) hours work at straight time rates for each day an employee is required as a Witness, providing that he is scheduled to work on the day he is summonsed as a Witness.

ARTICLE 23 - REPORTING FOR WORK AND CALL-IN PAY

- 23.01 An employee who reports for work at the start of his regular daily shift without having been told in advance not to report, will be given work or pay at his rate for a period of four (4) hours, unless the unavailability of work is due to conditions beyond the control of the Company.
- 23.02 Employees who are called back to work outside their regular hours in order to meet emergency conditions will receive whichever is the greater of the following:

- a) Four (4) hours at appropriate overtime rates.
- b) Appropriate overtime rates for all hours worked.

ARTICLE 24 - WASH-UP PERIOD

- 24.01 All employees other than employees engaged in Molding Operations will be allowed a five (5) minute wash-up period at the end of each half shift, the commencement of such periods will be signalled by an alert system.

ARTICLE 25 - REST PERIODS

Articles 25.01 to 25.04 will apply during a five day week operation. Article 25.05 will apply during a seven day a week continuous operation.

- 25.01 With the exception of the Moulding Operators, Inspectors and Powder Persons, all employees will receive two (2) fifteen minute rest periods at approximately the half-way point of each half shift.
- 25.02 Operators, Powder Persons and Inspectors on the Day Shift and all employees on the second and third shift will receive one (1) fifteen (15) minute rest period and one half-hour lunch period
- 25.03 Moulding Machine Operators will be relieved to allow the paid 1/2 hour lunch period to be taken between the hours of 11:00 a.m. to 1:30 p.m. for the second shift, 5:30 p.m. to 8:00 p.m. for the third shift, and 1:30 a.m. to 4:00 a.m. for the first shift. The fifteen (15) minute rest period for continuous shift workers shall be taken between the hours of 9:30 a.m. to 10:30 a.m. for the second shift, 8:00 p.m. to 9:00 p.m. for the third shift and 4:00 a.m. to 5:00 a.m. for the first shift.
- 25.04 The sequence to be followed in the implementation of 25.03 will be the first employee being relieved, for either period mentioned, will be the first one to be relieved for their second break period. Such breaks shall be scheduled by Management in the

allotted times stated in 25.03

- 25.05 All employees on twelve hour shifts will receive a thirty (30) minute period lunch break and two fifteen (15) minute rest periods.

ARTICLE 26 - HEALTH & SAFETY

- 26.01 The Company and the Union agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.

When 1/5 of the humidity plus temperature is equal to 100 degrees fahrenheit or more, the Company will provide heat relief in the amount of an extra 5 minutes on the employees breaks. The humidity readings will be taken at the following times;

10:45 a.m.

5:15 p.m.

1:15 a.m.

- 26.02 The Company shall make all reasonable provisions for the safety and health of the employees during working hours. Approved protective devices, wearing apparel and other equipment necessary to properly protect the employees from bodily harm shall be provided by the Company.

- 26.03 There will be a safety committee of five (5) persons, two (2) appointed by the Company from among persons not covered by the Collective Agreement and three (3) appointed by the Union from among persons covered by the Collective Agreement. The Safety Committee shall meet during working hours once each calendar month. The purpose of the committee will be to promote safety and health in the plant. Minutes of all safety meetings will be presented to both the Company and the Union.

- 26.04 The Union can file a policy grievance on a matter of safety. Such grievances will be filed in writing to

the Plant Manager level of the grievance procedure.

- 26.05 The Company will pay \$110.00 in each year of the contract towards the cost of approved safety Shoes or Boots. This payment towards safety shoes or boots shall only apply to shoes or boots purchased for the employee's own use.
- 26.05 a) *The employees in the following classifications will receive \$135.00 in each year of the contract: electrician, toolmaker, maintenance, set-up, star(-up, powder person, sweepers.*
- 26.06 Where an employee(s) wears prescription safety glasses in the course of their work, and providing such glasses were damaged in the course of the employee(s) work duties, the Company will reimburse the employee(s) for the cost of such repair or replacement.
- 26.07 The Company will maintain a fully serviced First Aid Kit in an easily accessible place and designate on each shift an employee from within the bargaining unit plus one alternate who will be available to give first aid as necessary.
- 26.08 Employees requesting to take an approved first aid course will have the registration/tuition fee paid by the Company.

ARTICLE 27 - VACATIONS

- 27.01 Employees who have less than one (1) year of service with the Company as of June 30th in any year will receive a vacation equal to the vacation pay they receive, which shall be 4% of their earnings.
- 27.02 Employees who have one (1) year of service but less than five (5) years as of their seniority date in any year will receive a vacation of two (2) weeks, and will be paid vacation pay at the rate of four (4) percent of their previous year's total earnings.

- 27.03 Employees who have five (5) years of service, but less than ten (10) years as of their seniority date in any year will receive a vacation of three (3) weeks, and will be paid vacation pay at the rate of six (6) percent of their previous year's total earnings.
- 27.04 Employees who have ten (10) or more years of service as of their seniority date in any year will receive a vacation of four (4) weeks, and will be paid vacation pay at the rate of eight (8) percent of their previous year's total earnings.
- 27.05 For the purpose of clarity, total earnings shall be all payments made or due to an employee by the Company according to the terms of *employment* and in accordance with the Employment Standards Act, which would include payment for Paid Holidays and previous vacation pay. The calculation of vacation pay will be based on total earnings of the previous year ending June 30th.
- 27.06 The Company reserves the *right* to schedule vacations, which generally shall be in the form of an annual two (2) week shutdown period. Such vacations shall be scheduled from July 1st to June 30th of the following year, with notification to the employees by May 1st.
- 27.07 An employee having three (3) or four (4) weeks vacation can take such vacation periods either before, or, subsequent to the plant close down, or at some other time convenient to the Company and employee alike. Where the number of employees taking such extended vacations causes production difficulties, the employee with the most seniority in the classification will have preference.
- 27.08 An employee absent for a period in excess of two (2) times their vacation entitlement, can elect to use their lost time in lieu of a part or all of their vacation credits. Provisions of this clause shall not be used to circumvent payment in accordance with this Agreement.

ARTICLE 28 - HOURS OF WORK AND OVERTIME

28.01 The following paragraphs and sections are not intended to be a guarantee of hours week or per day. Article 28.02 to 28.07 will apply during a five (5) day a week operation, and Article 28.08 to 28.09 will apply during a seven (7) day a week continuous operation.

28.02 (a) The following standard **work** schedule shall be in effect Sunday through Friday and shall consist of a 40 hour week.

Molding Operators, Inspectors and Assemblers:

11:00 p.m. - 7:00 a.m.
7:00 a.m. - 3:00 p.m.
3:00 p.m. - 11:00 p.m. 1/2 hour paid lunch

Powder Persons:

11:30 p.m. - 7:30 a.m.
7:30 a.m. - 3:30 p.m.
3:30 p.m. - 11:30 p.m. 1/2 hour paid lunch

Molding Material Handlers:

11:00 p.m. - 7:30 a.m.
7:00 a.m. - 3:30 p.m.
3:00 p.m. - 11:30 p.m. 1/2 hour unpaid lunch

Set-Up Department

Repair:

10:00 p.m. - 6:30 a.m.
6:00 a.m. - 2:30 p.m.
2:00 p.m. - 10:30 p.m. 1/2 hour unpaid lunch

Mold changes & Startup:

7:00 a.m. - 3:30 p.m. 1/2 hour unpaid lunch

Shipping Department

8:00 a.m. - 4:30 p.m. 1/2 hour unpaid lunch

Electricians:

7:00 a.m. - 3:30 p.m. 1/2 hour unpaid lunch

Toolmakers, Maintenance Dept. and Material Control
7:00 a.m. - 3:30 p.m. 1/2 hour unpaid lunch

Sweepers Orders:
11:00 p.m. - 7:30 a.m.
7:00 a.m. - 3:30 p.m.
3:00 p.m. - 11:30 p.m. 1/2 hour unpaid lunch

28.02 (b) When an employee is requested during the work week to change his regular shift, he will be paid at 1-1/2 times his regular rate for the first shift following the change. Should a shift change be required on a Monday, the employee will be notified before noon on prior Thursday.

28.03 (a) All Saturday, Sunday overtime will be offered by noon on the preceding Thursday. If offered after this time and refused, it will not be counted for equalization purposes.

28.03 (b) All overtime work shall be distributed equally among the employees regularly assigned to the work under that job classification. Records of all overtime worked and/or refused will be currently maintained and available for inspection by employees and a copy to the chairperson upon request.

28.04 All work performed in excess of the employee's daily hours shall be paid for at the rate of time and one-half (1-1/2)

28.05 All work performed on Saturday shall be paid for at the rate of time and one-half (1-1/2), providing this is not part of the regular shift.

28.06 All work performed on Sunday shall be paid for at the rate of double time (2), providing this is not part of their regular shift.

28.07 All work performed on a paid holiday or the day on which it is celebrated, shall be paid for at the rate of two (2) times the employee's hourly rate, plus

holiday pay.

28.08 The seven days a week continuous twelve (12) hour shift operation, will not be in effect before January 1997.

(a) During seven days a week continuous twelve (12) hour shift operation, employees will observe the following working hours:

7:00 a.m.-7:00 p.m.
7:00 p.m.-7:00 a.m.

* Hours subject to change if mutually agreed by the Company and the Union.

This will average 42 hours per week within a two week cycle. Refer to Appendix 1 for working schedule.

(b) Employees on a continuous shift, working overtime outside their regular schedule of twelve (12) hours per day, shall receive overtime at the rate of time and one-half, (1-1/2), other than over twelve (12) hours in the same day, when employees shall receive double (2) time.

28.09 During a seven day continuous operation, the Company might decide to operate part or all of the maintenance department, including electricians, on a 12 hr. a day shift schedule. Refer to Appendix 1 for working schedule.

ARTICLE 29 - SHIFT PREMIUM

29.01 During a five (5) day week operation all employees working on the afternoon and night shifts shall receive a shift premium of 40 cents per hour for afternoons and 45 cents per hour for nights.

29.02 Employees working on a seven days continuous 12 hour shift operation shall receive a premium of

forty-five cents per hour for all work performed during night shift. It is understood and agreed there shall be no pyramiding of premiums or bonus paymer' Shift premiums shall not be used as a basis for calculation of overtime.

ARTICLE 30 - WAGES

- 30.01 The Company agrees to pay and the Union agrees to accept, for the terms of this Agreement, the wages as set forth in the Schedule "A" of wage rates forming part of this Agreement.
- 30.02 The Company shall set the rate of pay for any new classification established during the life of this Agreement after discussion with the Union Committee.

ARTICLE 31 - BENEFITS PLAN

- 31.01 The following benefits will be provided and paid for by the Company (100% of cost) on behalf of all eligible employees (and their eligible dependents), on completion of their probationary period.

Employee Benefits:	\$
Life Insurance -	21,000.00
Rider: Dep. Life	7,000.00 - spouse 4,000.00 - children
A.D. & D.	21,000.00
Weekly Indemnity	66-2/3% of Basic Wage
Benefits Commence	1st day as a result of an accident 1st day as a result of a hospitalization (1/2 day will be considered full day) 4th day as a result of sickness
Maximum Duration	26 weeks for one period of disability

Employee & Eligible Dependent Benefits:

Semi-Private Hospital	No deductible: No Co-Insurance
Extended Health Plan	Deductible: \$10/cal. yr. Single \$20/cal. yr. Family
Dental	Preventive coverage, including Endodontics and Periodontics, benefits based on current O.D.A. Schedule of Fees
Vision Care	\$100/insured/24 months

The above coverage will be maintained during an employee's absence from work as a result of an accident or sickness **up** to twelve (12) months.

In the case of lay-off, the above coverage with the exception of Weekly Income will be continued for a period ending with the first (1st) day of the second month following the last day at work. The employee will be eligible for Weekly Indemnity Benefits for any disability commencing after the employee's return to full-time employment providing the employee retains seniority with the Company.

If the U.I.C. grants a reduction in premium as a result of the above mentioned Weekly Income Plan qualifying for a reduction, the reduction will belong to the Company.

Note on Benefits:

- a. In the area of semi-private hospitalization, there is a cap of \$150/day.
- b. There is a cap on dental at \$1500 **per** year per insured person.
- c. Only drugs that can be obtained with a doctor's (M.D.) prescription are covered, i.e., no O.T.C. drugs are permitted.

ARTICLE 32 - COST OF LIVING ALLOWANCE

- 32.01 A Cost-of living allowance will be determined in the manner and to the extent hereinafter set forth in accordance with the changes in the Consumer Price Index published by Statistics Canada.
- 32.02 The amount of the Cost-of-living Allowance shall be on the basis of one cent (\$.01) per hour adjustment of each 0.5 percentage point rise or fall in the Index as published for the Dominion of Canada by Statistics Canada when the Cost-of-living Allowance has reached three percent (3%) at any time during the term of this Agreement.
- 32.03 Cost-of living adjustments will be made upwards or downwards as indicated by the Consumer Price Index but in no event will a decline in the Consumer Price Index cause any deduction past the Base figure as established in this Article.
- 32.04 The first Cost-of-living Allowance adjustment if any, will be made to the wages in the first pay period following the issuance of the Cost-of-living figure that reaches 3.5%; the base month will be October 1995. Further adjustments will be made each quarter.
- 32.05 The Base figure for the computation shall be the Cost-of-living Allowance figure for the month of October 1995, as published by Statistics Canada.
- 32.06 The Cost-of-living Allowance provided in the aforementioned three-months period shall be added to or subtracted from already supplied Cost-of-living allowance for each employee and shall be included in the computation of paid holiday pay for unworked holidays.

32.07 Example of Application:

<u>C.O.L.A. Figures</u>	<u>Adjustment</u>
153.0 - 153.4	0
153.4 - 153.9	1
153.9 - 154.4	2
154.4 - 154.9	3
154.9 - 155.4	4
155.4 - 155.9	5

etc.

ARTICLE 33 - DURATION AND TERMINATION

33.01 This Agreement shall continue in effect until midnight on the 9th of October, 1999 and unless either party gives notice in writing to the other party, according to the terms of this Agreement that amendments are required or that the party intends terminating the Agreement, then it shall continue in effect until the 9th day of October 2000 and so on from year to year thereafter.

33.02 Notice that amendments are required, or that either party intends to terminate the Agreement may only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the termination date of the Agreement.

33.03 The parties hereto agree to meet for the purposes of negotiations within ten (10) days after giving of such notice, and if, as result of such negotiations, the parties fail to negotiate a new Agreement or modification of the present Agreement, this Agreement shall continue in effect until a new Agreement is executed or the conciliation proceedings under the Ontario Labour Relations Act are concluded, whichever shall occur first.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives

FOR IPEX FITTINGS INC.

Alex Mestres
Philippe Jean

FOR "GMP" - Glass, Pottery, Plastics and Allied Workers Int'l Union, through its Local #49, (London)

Dave Doyle
Arran MacLauchlan
Connie Morrison
John Heffernan
Connie Allen
Beverley Robbins
Jeff Underhill

SCHEDULE "A"

<u>Group</u>	<u>Classification</u>	<u>Effective</u>
1	Electrician Toolmaker	8
2	Maintenance Person Set-Up Person Start-Up Person	16.86
3	Maintenance Helper	15.94
4	Electrician II	15.18
5	Material Control	14.61
6	Powder Person Inspector Material Handler	14.13
7	(Hired before October 95) Sweeper Order Clerk Scrap Sorter/Grinder Operator Assembler	13.79 13.48 13.33 13.38 13.15
8	(Hired after October 95) Sweeper Order Clerk Scrap Sorter/Grinder Operator Assembler Students	10.00

- a) Hiring rate shall be ten (\$.10) cents less than the job rate shown; on completion of the probationary period, the employee shall proceed to the job rate as shown above.
- b) An employee transferred to a higher rated job for more that two (2) working hours on any working day shall receive the rate of the job for the hours worked.
- c) An employee transferred to a lower rated job shall maintain his own rate for the first five (5) working days, then proceed to the rate of the job.

d) Active full time employees will receive:

Groups 1, 2 and 3	October 10, 1997: \$700 lump sum
	October 10, 1998: \$700 lump sum
Groups 4,5, and 7	October 10, 1997: \$550 lump sum
	October 10, 1998: \$550 lump sum

SCHEDULE "B"

RETIREMENT SAVINGS PLAN FOR UNION HOURLY PAID EMPLOYEES OF JPEX FITTINGS INC. (LONDON)

EMPLOYEE INFORMATION

Introduction

The Pension Plan prior to March 1, 1996, providing a monthly benefit per year of service, is being "wound up" and the value of each member's pension **up** to the date of "wind-up" will be allocated to each member and be transferred to a financial institution as directed by the member subject to the provisions of prevailing pension legislation.

The Company agrees to maintain for the lifetime of this agreement a company sponsored group R.R.S.P. arrangement. The provisions of the group R.R.S.P. are as follows:

(1) Eligibility

All employees who were active members of the prior plan will automatically be members of this plan. **All** other employees will be members of the plan on the first day of the month following completion of 24 months service providing they are permanent full time employees.

(2) Company's Contribution

The Company's required contribution on behalf of each member is 1.5% for employees with less than 10 years seniority, and 2.0% ~~for~~ employees with 10 years seniority or more, of the member's Base Rate ~~X~~ the number of regular hours worked in a month. The number of regular hours worked included days of vacation and holidays that are taken within the month. The Company deposits the

required contribution within 14 days of the end of each month.

(3) Termination

Upon termination of employment or death, the member or the member's beneficiary will be paid the market value of all the funds credited to the member's account.

(4) Retirement

Upon retirement at normal retirement age (65) or early retirement (not earlier than age 55) the member may convert the accumulated value of the money on account (i.e. deposits **plus** earnings) to an Annuity, a Registered Income Investment Fund, or cash. (Note: there may be limitations on the proceed derived from the deposits made as a result of transfers from other registered pension funds).

(5) Withdrawal

As a condition of membership in the plan, a member cannot withdraw funds from the plan as long as the member is in the employ of the Company and/or maintains seniority with the Company.

APPENDIX 1 (7 day schedules)

7 day schedule - 12 hour shifts • 4 crews

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	
Week1	A	C	C	A	A	C	C	Day
	B	D	D	B	B	D	D	Night
Week2	C	A	A	C	C	A	A	Day
	D	B	B	D	D	B	B	Night

For example, a typical shift would **work** the following days:

	Mon	Tues	Wed	Thurs	Fri	Sat		
Week 1	A			A	A		Day Night	
Week 2		A	A			A	A	Day Night

Maintenance: 7 day schedule - 12 hour shifts - 4 crews

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	
Week1	A	B	B	A	A	B	B	Day
Week2	B	A	A	B	B	A	A	Day

LETTER OF INTENT

IPEX FERTILIZERS INC.

"GMP" - GLASS, MOLDERS, POTTERY, PLASTICS
AND ALLIED WORKERS INTERNATIONAL UNION,
through its Local #49, (London)

Gentlemen:

SUBJECT: Changing of Grinder Blades

During the current negotiations the parties discussed the problems of changing blades on the Ramco Grinder. It was agreed that these blades will be changed by maintenance personnel.

Signed

For the Company

Acknowledged by the Union

LETTER AGREEMENT

May 1977

IPEX FITTINGS INC.

"GMP" - GLASS, MOLDERS, POTTERY, PLASTICS
AND ALLIED WORKERS INTERNATIONAL UNION,
through its Local #49, (London)

This letter of Agreement is a supplement to the
1976 Labour Agreement and specifically pro-
vides for the following new classification -
Sweeper - Afternoon and Nights only.

It is agreed that this classification is separate
and will not be involved with the day shift
sweeper of this Collective Agreement.

IPEX FITTINGS INC.

Union

LETTER AGREEMENT

"GMP" - GLASS, MOLDERS, POTTER- PLASTICS
AND ALLIED WORKERS INTERNAT. AL UNION,
through its Local #49, (London)

This letter is a supplement to the 1980 Labour Agree-
ment and specifically provides for:

(1) PAID EDUCATION LEAVE

Effective October 10, 1991, the Company will remit to the
Union on a quarterly basis two cents per hour (\$0.02)
worked for paid education leave.

IPEX FITTINGS INC.

Union

"GMP" - GLASS, MOLDERS, POTTERY, PLASTICS
AND ALLIED WORKERS INTERNATIONAL UNION,
through its Local #49, (London)
London. Or

LETTER OF INTENT

We propose the following as clear definition of a procedure to be adopted for the life of the Agreement.

SUBJECT — LAY-OFF

In the event that an employee chooses not to exercise his rights to displace a less senior employee under the provisions of Section 9.06 and instead choose to be laid off directly, then the following recall procedure will apply (see section 9.07).

1. **An** employee who refuses a recall to a position in the job classification he held at the time of his choosing lay-off will be regarded as having quit the Company.

SUBJECT — JOB POSTING

It is understood that the provisions of Article II "JOB POSTING" shall apply to an employee on lay-off with recall rights only if that employee physically appears at the Company and applies for the posted position during the posting period.

Yours truly,

IPEX FITTINGS INC.

"GMP" - GLASS, MOLDERS, POTTERY, PLASTICS
AND ALLIED WORKERS INTERNATIONAL UNION,
through its Local #49, (London)

LETTER OF INTENT

RE: Change of Shift

DATE: October 10, 1993

When an employee wishes to change their shift rotation for a period of more than five days, Human Resources will post on the Bulletin Board the shift change, stating the length of time of the shift change and the shift to be changed. All changes will be made subject to seniority.

Signed this _____ day of October, 1993 at London, Ontario.

FOR THE "GMP" - GLASS, MOLDERS, POTTERY,
PLASTICS AND ALLIED WORKERS INTERNA-
TIONAL UNION, through its Local #49, (London)
London, Ontario

FOR IPEX FITTINGS INC

IPEX FITTINGS INC.
"GMP" - GLASS, MOLDERS, POTTERY, PLASTICS
AND ALLIED WORKERS INTERNATIONAL UNION,
through its I #49, (London)

LETTER OF INTENT

RE: Dental Benefits

DATE: July 5, 1996

The Dental Plan Administered by Great-West Life or its successors, will be adjudicated in accordance with the prevailing O.D.A. fee Guide for General Practitioners based on the benefits in effect for the hourly rated employees for the year 1995 in accordance with the policy issued to the Company (pol #5063) by "Liberty Mutual" (Effective April 13/95)

It is understood that certain modifications will have to be made to the covered benefits based on changes made to the applicable O.D.A. tariff for years subsequent to the year 1995.

Signed this _____ 1996 at London, Ontario.

FOR THE "GMP" - GLASS, MOLDERS, POTTERY,
PLASTICS AND ALLIED WORKERS INTERNATIONAL UNION, through its Local #49, (London)
London, Ontario

FOR IPEX FITTINGS INC

