

COLLECTIVE AGREEMENT

BETWEEN:

SOURCE	CO		
EFF.	27	04	01
TERM.	10	03	31
No. OF EMPLOYEES	170		
NOMBRE D'EMPLOYÉS	JFC		

RANDOMLANE INDUSTRIES LIMITED
(hereinafter called the "Company")

OF THE FIRST PART

- and -

**INTERNATIONAL UNION OF ALLIED, NOVELTY
AND PRODUCTION WORKERS, LOCAL 905**
(hereinafter called the "Union")

OF THE SECOND PART

APPROVED

ARTICLE I - 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 disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

1.02 All references in this contract to a single gender are deemed to be equal reference to both genders.

ARTICLE II - RECOGNITION

2.01 The Company recognizes the Union as the bargaining agent for all employees, of the Company at its plants at 278 and 354 Newkirk Road in Richmond Hill, Ontario, save and except supervisors, sales and office staff, foremen and persons above the rank of foreman.

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ARTICLE III - RELATIONSHIP

3.01 The parties hereto mutually agree that any employee of the Company covered by this Agreement must become a member of the Union as a condition of hiring.

3.02 The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

3.03 The Union agrees it will not discriminate against, coerce, restrain or influence any employee because of his membership, his activity or his lack of activity in any labour organization.

3.04 The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Plant Manager.

3.05 During the lifetime of this Agreement the Company shall deduct from the pay of each employee covered by this Agreement regular union dues and shall remit same prior to the end of the month to the Financial Secretary of the Union together with a list of the names of the employees whose pay such deductions have been made. The said deduction shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union.

3.06 The Company shall deduct from the earnings of each new probationary employee such initiation fee as the Union may prescribe from time to time by its constitution or by-laws. The Union shall give the Company written notice of the amount of such initiation fee and, unless the Company is so notified, the Company is under no obligation to deduct such initiation fee.

3.07 The Company agrees to **show** the yearly union dues on the employees' T-4
slips.

ARTICLE IV - MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, classify, transfer and suspend employees, and also the right of the Company to discipline or discharge any employee, provided that a claim by an employee who has acquired seniority, that he has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

4.02 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing used, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees at the plants at 278 and 354 Newkirk Road in Richmond Hill, Ontario are solely and exclusively the responsibility of the Company. The Company also has the right to make, alter from time to time, and enforce rules and regulations to be observed by the Employees. All new rules made by the Company shall be posted on the Bulletin Board.

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

ARTICLE V - GRIEVANCE PROCEDURE

5.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

5.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than three full working days before the filing of the grievance.

5.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP NO. 1 - The aggrieved employee shall present his grievance orally or in writing to his foreman. He shall have the assistance of his steward if he so desires. If a settlement satisfactory to the employee concerned is not reached within two working days (or any longer period which may be mutually agreed upon) the grievance may be presented as follows at any time within two working days thereafter.

STEP NO. 2 - The aggrieved employee may, with or without his steward, present his grievance (which shall be reduced to writing on a form supplied by the Union and approved by the Company) to the Plant Manager, who shall consider it in the presence of the person or persons presenting same, and the foreman and render his decision in writing. Should no settlement satisfactory to the employee be reached within two working days, the next step in the grievance procedure may be taken at any time within two working days thereafter.

STEP NO. 3 - The aggrieved employee may submit his grievance in writing to the Union Grievance Committee. The Union Grievance Committee shall meet as promptly as possible with the Management to consider the grievance. At this stage,

they may be accompanied by a representative of the Union, if his presence is requested by either party.

5.04 If a final settlement of the grievance is not completed within seven working days after deliberations have commenced at Step No. 3 and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, the grievance may be referred by either party in writing to a Board of Arbitration **as** provided in Article VI below, at any time within fourteen days thereafter, but not later.

ARTICLE VI - ARBITRATION

6.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article V above, and which has not been settled, will be referred to a Board of Arbitration, at the written request of either of the parties hereto.

6.02 The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union, and a third person to act as Chairman chosen by the other two members of the Board.

6.03 Within two working days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

6.04 Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on a third person within seven days of the notification mentioned in 6.03 above, the Minister of Labour for the Province of Ontario will be asked to nominate a person to act as Chairman.

6.05 The decision of a Board of Arbitration or a majority thereof constituted in the above manner, shall be binding on both parties. If there is no majority decision, the decision of the Chairman shall govern.

6.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

6.07 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the chairman.

6.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE VII - MANAGEMENT GRIEVANCES

7.01 Any grievance instituted by management may be referred in writing to the steward within three full working days of the occurrence of the circumstances giving rise to the grievance and the Union Grievance Committee shall meet within two working days thereafter with management to consider the grievance. If final settlement of the grievance is not completed within seven working days of such meeting, the grievance may be referred by either party to a **Board** of Arbitration as provided in Article **VI** at any time within fourteen days thereafter **but** not later.

ARTICLE VIII - DISCHARGE CASES

8.01 In the event of an employee who has attained seniority being discharged from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

8.02 **All** such cases shall be taken up within three working days and disposed of within seven working days of the date the employee is notified of his discharge, except where a case is taken to arbitration. **A** claim by an employee, who has attained seniority, 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 three working days after the employee ceases to work for the Company. **All** preliminary steps of the grievance procedure prior to Step No. 3 will be omitted in such cases.

8.03 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.

ARTICLE IX - NO STRIKES - NO LOCKOUTS

9.01 During the term of this Agreement there shall be no lockout by the Company, nor shall there be any strike, sitdown, picketing, work stoppage or suspension of work either complete or partial for any reason by the employee.

9.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, sitdown, picketing, work stoppage or suspension of work either complete or partial, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article V above.

9.03 **Should** the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company ~~at~~ Step ~~No.~~ 3 of the grievance procedure.

ARTICLE X - WAGES

10.01 The following wage grid shall apply:

1) Machine Operator \$8.25 start - \$11.25 top

2) Finisher/Assembler \$7.75 start - \$10.50 top

3) General Labourer \$7.00 start - \$8.00 top

4) Material Handler \$7.50 start - \$10.25 top

5) Set-Up \$10.00 start - \$13.75 top

a) After ratification, all employees will be paid at least the start rate for their classification;

b) Six months after commencing employment a new employee will be guaranteed the start rate for his classification.

c) Employee will move up the grid based on merit pay and general wage increases.

10.02 The following wage increases have been agreed to by the parties (upon the approval of the O.L.R.B.):

- (a) Effective April 1, 1997 there will be a general wage increase to all employees of \$0.20 per hour. Retroactive pay shall be paid on a separate cheque, one half on September 1, 1997 and the remaining half on November 1, 1997;

- (b) Effective October 1, 1997 there will be a general wage increase to all employees of \$0.20 per hour;
- (c) Effective April 1, 1998 there will be a general wage increase to all employees of \$0.20 per hour;
- (d) Effective October 1, 1998 there will be a general wage increase to all employees of \$0.20 per hour;
- (e) Effective April 1, 1999 the contract shall be reopened for the **discussion** of wages only.

10.03 There shall be a lead hand premium of \$0.60 per hour. Lead hands will be guaranteed the top rate in their class, as a minimum.

ARTICLE XI -HOURS OF WORK AND OVERTIME

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

11.02 The standard work week shall consist of forty hours per week, comprised of 4-8-1/2 hour days and Fridays to be 6 hours.

11.03 Overtime at the rate of time and one-half the employee's regular basic hourly rate shall be paid for all work performed in excess of 8-1/2 hours per day or 6 hours on Friday. Overtime at the rate of time and one-half the employee's regular basic hourly rate shall be paid for all work performed on Saturday, and at a rate of twice the employee's regular basic hourly rate for all work performed on Sunday provided, however, that an employee shall not be entitled to receive the premium pay provided for in this sentence unless he works as required by the Company on both the day before and the day after the said overtime period, unless absent due to illness verified to the satisfaction of the Company.

11.04 The Company shall provide 24 hours' notice of upcoming overtime. If insufficient employees volunteer for an overtime assignment, the Company may, in accordance with this article, require employees to work overtime. Overtime shall be required of employees in reverse order of seniority, provided always that the Company retains the right to assign employees, who in the Company's opinion, possess sufficient skill, competence, efficiency and reliability to perform the work required.

ARTICLE XII - VACATIONS WITH PAY

12.01 All employees shall receive as vacation pay an amount equivalent to four percent (4%) of such employee's earnings during the twelve (12) months immediately preceding the 1st of July in each year and shall be entitled to two (2) weeks vacation. Such vacation payment shall be made the last working days prior to the vacation period.

12.02 All employees with five (5) years service and over on July 1st in any year, shall receive as vacation pay an amount equivalent to six percent (6%) of such employee's earnings during the twelve (12) months immediately preceding the 1st of July in such year. Such employees shall be entitled to three (3) weeks' vacation.

12.03 All employees with twelve (12) years service and over on July 1st in any year, shall receive as vacation pay an amount equivalent to eight percent (8%) of such employee's earnings during the twelve (12) months immediately preceding the 1st of July in such year. Such employees shall be entitled to four (4) weeks' vacation.

12.04 All employees with twenty-one (21) years service and over on July 1st in any year shall receive as vacation pay an amount equivalent to ten percent (10%) of such employee's earnings during the twelve (12) months immediately preceding the 1st of July in such year. Such employees shall be entitled to five (5) weeks' vacation.

ARTICLE XIII -SENIORITY

13.01 Layoffs shall be based upon the following factors:

- (a) Seniority;
- (b) Skill, competence, efficiency, and reliability.

Where the judgment of the Company, which shall not be exercised in an arbitrary or unfairly discriminatory manner, the qualifications in factor (b) are relatively equal, seniority shall govern.

13.02 In the event of layoff, if a senior employee wishes to transfer to another job, and the Company feels that his skill, competence, efficiency and ability are sufficient to justify the transfer, arrangements for such transfer will be made whenever possible.

13.03 In promotion, other than appointments to supervisory positions, preference shall be given to those employees having the longest service, provided always that the employees in question are, in the opinion of the Company, of equal skill, competence, efficiency and reliability.

13.04 An employee will be considered probationary for the first 50 working days actually worked of his employment and will have no seniority rights during that period. After 50 working days actually worked of service his seniority shall date back to the day on which his employment began.

13.05 Employees who have been laid off due to lack of work and subsequently reemployed will have their length of service determined by the actual time they have been on the Company's payroll, provided such employees return to work when notified, and subject to the conditions of sections 13.06 and 13.07 below.

13.06 Employee shall lose all accumulated seniority and their employment in the following circumstances:

- i) **An** employee on layoff with recall rights who **is** recalled to work and who fails to notify the Company of his intention to return to work within three days of being sent a letter of recall, or who fails to attend at work within 5 days of being sent a letter of recall;
- ii) **An** employee who resigns;
- iii) **An** employee who is discharged and not reinstated by an arbitrator;
- iv) An employee who is absent without leave for more than 2 consecutive days (**unless** in the Company's opinion such absence **is** justified).

13.07 An employee on layoff shall retain seniority for a period of 12 months.

13.08 Where an employee has been absent due to illness or injury for eighteen months and the Company has been unable to accommodate the employee's physical restrictions in an available existing position and the medical evidence in the Company's possession does not establish that the employee will be able to return to his original position within a reasonable period of time, the employee and the Company and the Union realize and agree that the employee's ability to perform work for the Company has been permanently frustrated.

13.09 Any employee away from work because of sickness who has properly reported such sickness will not have his service record disturbed unless he is away more than three (3) months, after which time he will not accumulate seniority while absent. Any employee's reinstatement after sick leave will be conditional on his supplying, when

requested, a certificate from a physician that he is fully recovered from the sickness which caused his absence.

13.10 Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Company.

13.11 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, he shall retain the seniority previously acquired while serving in such supervisory or confidential capacity.

13.12 The Company agrees that it will furnish, except in cases of emergency, twenty-four (24) hours' notice of a layoff, which layoff is anticipated to exceed five (5) working days.

13.13 **The** Company agrees to draw up and post a copy of a seniority list every six (6) months, for a period of five working days. If no grievance is received from the Union within this period the list shall be deemed conclusively correct for all purposes. **A** copy of the list will be provided to the chief steward.

13.14 (a) **Company-wide** seniority shall govern in cases of layoff exceeding 10 working days.

(b) For layoffs of less than 11 working days, seniority within each plant shall govern.

(c) Overtime distribution shall be based on seniority within each plant.

ARTICLE XIV - NO JOB POSTING

14.01 The Company agrees to post notices of job vacancies. Employees who have attained seniority may apply for posted vacancies and will be considered in order of seniority considering their skill, ability and experience. Employees moving to a new job will be paid comparable to a new hire with wage increases made by the Company as their skill and ability on the new job merit them. The Company may deny a move to anyone who has posted within the last twelve (12) months or if the result would be too disruptive.

ARTICLE XV - STATUTORY HOLIDAYS

15.01 Where any of the following statutory holidays: New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, the half-day before Christmas and the half-day before New Year's Day, falls on what would otherwise be a regular working day; or where any of the said statutory holidays falls on a Sunday and the day proclaimed as a statutory holiday in lieu thereof falls on what would otherwise be a regular working day, all employees who have been in the employ of the Company for 60 calendar days or more shall receive payment for such holidays based on their regular current hourly rate multiplied by the number of hours they would normally have worked on such day subject to the following conditions:

- (a) To be eligible for holiday pay, the employee must work the full work day immediately preceding and the full work day immediately following such holiday unless absent with permission of the Management.
- (b) If a holiday falls in an employee's vacation period, then he shall be granted an extra day's vacation with pay in lieu of the holiday.
- (c) If an employee works on one of the above-named paid statutory holidays, he will receive payment at time and one-half for the time actually worked by him, in addition to receiving his holiday pay.

15.02 Subject to Article 15.01(a) and (b), employees with more than one year's seniority with the Company as of the date of their birthday will be entitled to a day off with pay on their birthday. However, where business conditions require, the Company reserves the right to require the employee to work on his/her birthday. When this occurs, the Company will use all reasonable efforts to schedule another day off with pay. When this is not possible, the Company will provide the employee with an extra day's pay.

ARTICLE XVI - HEALTH AND WELFARE

16.01 Effective on the first day of the month following ratification of this agreement, the Company shall contribute to the International Union of Allied, Novelty and Production Workers Health and Welfare Fund the sum of \$110.00 (plus applicable taxes) per month for each employee who has completed 30 calendar days' service and who has worked a minimum of 20 hours per week during the payment period. Effective April 1, 1996 the Company agrees to increase the premium to \$115.00 (plus applicable taxes).

16.02 Such contributions shall be paid monthly and shall be used solely for the purpose of providing Health and Welfare and death benefits as may be afforded to eligible employees in accordance with this Agreement.

16.03 Payments shall be made by the Company by cheque in favour of the International Union of Allied, Novelty and Production Workers Union Health and Welfare and remitted by the 10th day of each month to the financial secretary of the Union.

16.04 It will be the policy of the Company to pay the monthly welfare contributions on behalf of an employee who is off sick, for the month in which the employee becomes sick, plus a maximum of an additional three (3) months while the employee is receiving sick benefits under the Union's Health and Welfare Plan.

ARTICLE XVII - PENSION PLAN

- 17.01 (a) Effective upon ratification of this agreement, the Company agrees to increase the amount contributed to the 'existing pension plan by five cents per hour worked.
- (b) Effective October 1, 1997 the Company agrees to increase the amount contributed to the existing pension plan by five cents per hour worked. -> .30 ¢
- (c) Effective April 1, 1998 the Company agrees to increase the amount contributed to the existing pension plan by five cents per hour worked. → .35 ¢
- (d) Effective October 1, 1998 the Company agrees to increase the amount contributed to the existing pension plan by five cents per hour worked. → .40 ¢

17.02 **The** parties agree that the Company's contribution to the existing pension plan shall be calculated on hours actually worked, to a maximum of forty hours per week. The contribution shall be made monthly, calculated separately for each employee.

ARTICLE XVIII - GENERAL

18.01 Employees shall be granted a paid 12-minute rest period in the forenoon and a paid 12-minute rest period in the afternoon for all employees at time designated by the Company.

18.02 A full-time representative of the Union shall be entitled to enter the plant after first reporting his presence to the Plant Manager or, in his absence, to whomever is in charge of the plant.

18.03 **The** Company agrees to supply sinks for the cleaning of glue brushes and other industrial equipment and also to furnish clean washrooms and hot water facilities for all employees.

18.04 The Company agrees to supply protective clothing to spray machine operators and to frame finishers as well as fans for the painting, cutting and joining departments.

18.05 The Company agrees to form a safety plant committee and discuss with this committee all safety matters such as safety shoes, etc.

18.06 The Company agrees to have a fully stocked first-aid room.

18.07 The Company agrees to pay up to \$70.00 per year for safety boots for employees as the Joint Health and Safety Committee recommends, upon presentation of a receipt. The parties agree that employees shall be required to purchase safety boots specified by the Company on the recommendation of the Joint Health & Safety Committee

ARTICLE XIX - BEREAVEMENT LEAVE

19.01 An employee required to be absent from work for the purpose of attending the funeral of **his** father, mother, brother, sister, daughter, son, husband, wife, father-in-law, mother-in-law, grandparents and deaths outside the country, shall be granted a leave of absence covering the required time off with pay for three (3) consecutive working days. In the event of the death of an aunt or uncle, the bereavement leave will be one working day with pay, **again**, provided that the employee is required to be absent from work for the purpose of attending the funeral.

The said bereavement allowance for each day shall be computed by multiplying the employee's required hourly rate times the number of hours he would otherwise have worked on that day.

An employee shall **be** granted **a** one-day leave of absence to attend the funeral of a brother-in-law or sister-in-law without loss of pay.

An employee entitled to bereavement leave unable to attend an out-of-town funeral shall **be** given the day of the funeral off without loss of pay.

An employee will not be entitled to receive bereavement allowance if it duplicates the pay or any other allowance for time not worked for any other reason and time off on bereavement leave will not be counted as hours worked for the purpose of determining overtime or premium pay. The Company may require the employee to establish proof of relationship and proof of attendance at the funeral.

ARTICLE XX - WASHROOMS

20.01 Both the Company and the Union agree to use their best efforts to keep the washrooms in the best possible condition,



ARTICLE XXI - TERMINATION

21.01 The Agreement shall remain in force from April 1, 1997 to and including March 31, 2000 and shall continue in force from year to year thereafter unless in any year not more than sixty (60) days, and not less than thirty (30) days, before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

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

DATED this _____ day of _____, 1997.

RANDOMLANE INDUSTRIES
LIMITED

INTERNATIONAL UNION OF ALLIED,
NOVELTY AND PRODUCTION WORKERS'
LOCAL 905

_____ *Lea Hewitt*
W. Boardman

Letters of Agreement

1. Night Shift

The Company agrees to maintain the existing \$1.00 per hour wage differential for starting employees on the night shift.

2. Pay Equity

The parties agree that they have conducted a comparison of **jobs** in accordance with the Pay Equity Act and that, in accordance with that Act, no pay adjustments are required.

3. Union Stewards

The parties agree that Article 3.04 does not prevent union stewards from representing employees' interests in any alleged violation of the collective agreement.