

AGREEMENT made this 1st day of April, 1996, between

THE GATES RUBBER COMPANY - STRATHROY, ONTARIO OPERATION

hereinafter referred to as the "Company"

AND

UNITED STEELWORKERS OF AMERICA

hereinafter referred to as the "Union"

**Article 1
PURPOSE**

1.01 It is the desire of the above-mentioned parties to cooperate and work harmoniously in promoting their mutual interests in the operation of the Company's plant at Strathroy, Ontario. It is their desire to provide orderly procedure for collective bargaining and for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages, and working conditions in the said plant.

**Article 2
SCOPE**

2.01 This Agreement shall apply to all employees of the Company defined in the Order of Certification issued by the Ontario Labour Relations Board on the 20th day of September, 1986, namely, all employees of the Company at Strathroy, save and except foremen, persons above the rank of foreman and office staff.

**Article 3
RELATIONSHIP**

3.01 All employees of the Company covered by this Agreement, as outlined in Article 2, shall remain members of the Union, in good standing, as a condition of employment, by paying Union dues, or equivalent assessments, and initiation fees to the Union.

3.02 All present probationary employees, upon expiration of their respective probationary periods, and all new employees hired on or after the effective date of this Agreement and upon expiration of their probationary periods, shall become and remain members of the Union in good standing as a condition of their continued employment with the Company.

3.03 Any present employee, being a non-probationary employee, who joins the Union on or after the effective date of this Agreement, shall remain a member of the Union in good standing as a condition of his continued employment with the Company.

3.04 The Company, for each member of the Union and for those employees of the Company referred to, shall deduct from each weekly pay cheque of such employees, Union dues or equivalent, an amount currently in effect according to the Union Constitution for the preceding month and promptly remit the same to the International Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083, Postal Station 'A', Toronto, Ontario, M5W 1V7. Assessments, other than Union Dues, as indicated to the Company by the Union, shall be remitted to the International Treasurer of the Union in the same manner as dues collected. The Company shall be free from any liability by reason of the deductions authorized in this Article to those employees whose pay accounts are subject to deduction. Dues and assessments shall be deducted by the Company only upon receipt of a properly executed payroll deduction authorization from the employee. The Company shall be responsible to the Union only for actual deductions made in accordance with the written assignment submitted to it in accordance with this Article.

3.05 The Company will continue to deduct dues and assessments at the rate in force as of the effective date of the Agreement, until officially notified of a change by the International Treasurer of the Union.

3.06 The sole authorized representative of the Union, for the purpose of certifying the amount of any change in weekly dues or assessments to be deducted by the Company, shall be the International Treasurer of the Union.

3.07 The Company agrees that it will not discriminate against, coerce, prejudice or restrain any employee on account of membership or non-membership in the Union.

3.08 The Union agrees that it will not discriminate against, coerce or restrain any employee by reason of his membership or non-membership in the Union.

3.09 An initiation fee of ten dollars (\$10.00) will be deducted from all employees, by the Company, from the first pay cheque, unless exonerated by the International Union.

3.10 Union dues deductions to be shown on yearly T4 slips.

Article 4 MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, transfer, classify, re-classify, and suspend employees and to discipline, layoff or discharge any employee for just cause or to layoff any employee due to lack of work or for any other legitimate reason, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

4.02 The Company will give the Unit Chairperson and Staff Representative, twice per year - December 15th and July 15th, a list of Company employees who are acting in a

supervisory capacity.

4.03 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 and in pursuance of its policies. The number and location of departments and plants, the products to be manufactured, the schedules of production and sales, the right to contract out except as limited by Article 30.01, the right to move parts, tooling, equipment and work in and out of the plant, the kinds and locations of machinery and equipment to be used and the extension, limitations, curtailments or cessation of operations are solely and exclusively the responsibility and function of the Company. The Company agrees that these functions will be exercised in a manner which will not conflict with this agreement.

Article 5 UNION COMMITTEE

5.01 The Negotiating Committee and Shop Stewards will be designated, in writing, by the Union to the Management. For the purpose of meeting with Management Representatives, the Committee will consist of not more than three (3) members as designated by the Union and the International Union Representative. Members of the Committee will not lose pay for time spent during regularly scheduled working hours attending scheduled meetings with Management Representatives.

The Company agrees to pay the three (3) members of the Union Negotiating Committee for the hours they would have worked during contract negotiations with Company officials. Such pay shall be limited to eight meetings and limited to eight (8) hours pay per day per individual, at their regular rate.

The Negotiating Committee will be comprised of the Unit Chairperson and two (2) other members of this Bargaining Unit that shall be elected in conjunction with the International Union's Constitution.

5.02 There will be a maximum of five (5) Union Stewards, elected or appointed by the Union. Employees so selected to represent the Union shall, at the time of their appointment, have at least one (1) year of seniority or service with the Company. A Steward will act on grievances arising only in his/her own work area. In the absence of the above Stewards, the Unit Chairperson of the local Union or his delegate may act as the alternate.

Union Stewards, while investigating or processing grievances, will not lose any pay.

Article 6 DISCHARGE AND DISCIPLINARY PROCEDURE

6.01 The parties agree that depending on the severity of the occurrence the normal process of corrective action begins with informal discussions of coaching and

redirection. This process does not require formal documentation or the presence of a Union Steward. When this redirection fails, the formal disciplinary process begins. Based on the severity of the occurrence, the disciplinary process generally is progressive in nature. The normal progression in disciplinary action is as follows:

- 1) Formal Written Warning
- 2) One-Day Suspension
- 3) Three-Day Suspension
- 4) Discharge

In the event of a claim that an employee has been discharged or disciplined unjustly or unreasonably, the grievance shall be filed, as per the Grievance Procedure contained in the Agreement, within five (5) working days of the issuance of the discipline.

6.02 Warnings shall be given in writing. A Union representative will be made available unless the employee waives the right in writing. The Company and the Union agree that discipline shall not be imposed unreasonably or unjustly. Warnings or suspensions shall be considered terminated after a one (1) year period from date of warning or suspension.

6.03 In the case of an employee or employees being discharged or disciplined in writing, the Company will notify the Unit Chairperson or Chief Steward of the action within twenty-four (24) hours of administration of discipline by providing the aforementioned person with a copy of such discharge notice or written discipline. A copy will be sent to the Staff Representative of the International Union by the Unit Chairperson.

6.04 If it is determined or agreed at any step in the Grievance Procedure contained in this Agreement or decided by an Arbitrator, that any employee has been disciplined or discharged unjustly, the Management of the Company shall put the employee back on their job with no loss of seniority and shall pay the employee less the amount the employee did receive from any other source, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Arbitrator, if the matter is referred to an Arbitrator.

6.05 Any time limits as specified in this article may be mutually extended by the parties in writing.

Article 7 GRIEVANCE PROCEDURE

- 7.01
- (a) The parties to this Agreement agree that it is of utmost importance to adjust complaints and grievances as quickly as possible.
 - (b) Grievances shall be adjusted and settled as follows:

Step No. 1 - The aggrieved employee, after discussing and attempting to resolve his or her grievance with their foreman, shall, if unsuccessful in the resolution attempt, present their grievance in writing to the Controller/Administrator, with a copy to the Steward, within ten (10) days of the alleged violation. The Controller/Administrator shall consider the grievance in the presence of the aggrieved employee with his Department Steward and render his decision in writing within three (3) working days of the meeting with the aggrieved employee. Should no settlement satisfactory to the employee concerned or Union be reached, the next step in the Grievance Procedure will be taken within three (3) working days.

Step No. 2 - Should the grievance not be resolved in Step No. 1 above, the Union Grievance Committee shall request a meeting with Management and such meeting shall take place within seven (7) working days of such request. The Grievance Committee and aggrieved employee may be accompanied by a Representative of the International Union upon the request of either party. Management shall render its decision in writing within five (5) working days. Should no settlement satisfactory to the employee or Union be reached, then the matter may be referred to Arbitration as provided for in Article 8.

7.02 A monthly meeting between the Company and the Union Committee may be requested by either party. The requesting party will provide the other party with an agenda covering the purpose and content of the requested meeting. From time to time, the Company may request and hold employee meetings pertaining to subjects of mutual interest such as product quality, business and order status and other relevant subjects pertaining to safety or training. Such meetings will be held during scheduled shift hours and notification of such meetings will be given to the Union eight (8) hours in advance.

The above Company meetings will not be in violation of the Labour Relations Act and the Company will not discuss any part of the Agreement or be in violation of this Agreement.

7.03 A policy grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement shall be originated under Step 2, and shall be submitted in writing. Any grievance by the Company or the Union as provided in this paragraph shall be commenced within ten (10) working days after the circumstances giving rise to the grievance have occurred.

7.04 Any time limits as specified in this article may be mutually extended by the parties in writing.

Article 8 ARBITRATION

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference

or allegation to arbitration.

8.02 It is agreed that disputes which are carried to the Arbitration stage shall be heard before a single Arbitrator, selected by the Company and the Union or, by the mutual consent of the parties, a three person Arbitration Panel. If the Company and the Union cannot agree within thirty (30) working days on a single Arbitrator, the Minister of Labour of the Province of Ontario shall be requested to select one.

8.03 No matter may be submitted to Arbitration which has not been considered under Step 2 of the Grievance Procedure as outlined in Article 7.01. The issue presented to the Arbitrator shall be confined to the issue discussed by the parties during the Grievance Procedure and at the Company Union meeting.

If the grievance is not referred to arbitration in writing within 30 calendar days after the company's decision is given at Step No. 2, then the grievance shall be deemed to have been settled on the basis of the Company's last answer at step No. 2.

8.04 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provision of this Agreement, or to deal with any matter not covered by this Agreement.

8.05 The decision of the Arbitrator shall be final and binding on both parties.

8.06 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance. The expense of the Arbitrator shall be jointly borne by the Company and the Union. Each party shall pay their half directly to the Arbitrator.

8.07 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with the necessary witnesses.

8.08 Either party may, by mutual consent, be granted an intermediate stage between the Unit Chairperson and/or Staff Representative and the Plant Manager and/or the Labour Relations Representative for the Company.

8.09 Any time limits as specified in this article may be mutually extended by the parties in writing.

Article 9 SENIORITY

9.01 Seniority will be recognized and will be based on the length of actual service with the Company and shall be subject to the conditions hereafter expressed.

9.02 An employee will be considered on probation and will not be placed on the seniority list until he has completed sixty (60) working days for the Company, when his seniority shall date back to his hire date. During this probationary period, there shall be no responsibility for the continued employment or re-employment of such employee. After a probationary employee completes sixty (60) working days for the Company, the Company will enroll the employee in the Benefit Program listed under Article 14 - Social Insurance.

9.03 (a) In cases of promotion, demotion, transfer, re-employment and layoff, the skill and ability of the employee concerned shall be given consideration and, where such factors are reasonably equal, seniority shall be the governing factor.

(b) The Company shall make it a practice to confer with the Union Committee upon request, to determine the equitable application of seniority in such cases as may arise under this article.

(c) In the event of a layoff longer than five (5) days affecting those employees with seniority, bumping rights may be exercised into another classification as described in 9.03 (a). For the purpose of determining skill and ability the following shall apply:

shall
or

1. Employee's with the least seniority in the classification affected be given notice and shall bump a less senior employee in an equal lower classification.

2. Employee's shall be considered equal in skill and ability in the following classification levels:

-Level 3 Idler

-Level 4A Utility

-Level 4A Cell Operator with 3 or less P.F.K levels excluding transfer press or transfer spinner

-Level 4B Shipping/Receiving/Forklift

-Level 4B Stores

-Level 4B Quality Control, entry level

3. Employees that have achieved four (4) levels in the P.F.K. Program shall be considered equal, excluding transfer press or transfer spinner.

4. Employees that have achieved five (5) levels or more in the P.F.K. Program shall be considered equal excluding transfer press or transfer spinner.

5. Employees in the transfer press classification may be displaced only in by an employee qualified as a transfer press operator. Employees the transfer spinner classification may be displaced only by an employee qualified as a transfer spinner operator.

6. Prior to any seniority employee being laid off, they will be given a three (3) day training period to demonstrate their skill and ability in one (1) Level 3, or one (1) Level 4 job held by a less senior employee excluding transfer press or transfer spinner.

The rate of pay after bumping will be the job beginning rate of the new classification effective on the date of transfer.

9.04 An employee subject to this Agreement shall lose his seniority for the following reasons:

- (a) If he quits;
- (b) If for any reason he is absent from work for a period of three (3) consecutive workdays scheduled for him, unless the Company is given notice before the end of the third day of an adequate reason for such absence;
- (c) If and when notified by the Company, by registered mail or telegram at his last address on the records of the Company, to report for work due to recall from layoff, he fails to return to work within five (5) working days, except in the case of illness or other emergency;
- (d) If he has been laid-off for the following period:
 - 3-11 months seniority - length of service recall from layoff
 - 12 months - 5 years seniority - one year recall from layoff
 - 5 years seniority and over - three years recall from layoff
- (e) Discharged for just cause and not reinstated in accordance with the Grievance Procedure, Arbitration Procedure or as agreed to by the parties.
- (f) Upon retirement.
- (g) If an employee misrepresents their reason for Leave of Absence.

9.05 **Preferential Seniority**

The Union shall advise the Company of the Union Committee that shall acquire preferential seniority during the term of their office after the election has taken place or at any other time as they may be replaced.

9.06 In the event of a lay-off, the following Union Executive Officers shall hold top plant seniority during their term of office, and the Unit Chairperson and Chief Steward shall work the day shift unless by mutual consent between the Company and the employees:

1. Unit Chairperson
2. Chief Steward

3. Unit Secretary

If the Unit Chairperson and the Chief Steward are in the same job classification, only one may work day shift under this provision.

9.07 The Company may grant a leave of absence to any employee for any legitimate personal reason.

9.08 The Company shall maintain a seniority list for the plant. A copy of such list shall be posted for employees' inspection. The list shall be updated every two (2) months with a copy provided to the Union.

9.09 Temporary Layoffs

A temporary layoff is defined as any layoff of up to, but not more than five working days. In such instance, the Company may lay off employees by job classification seniority only. No employee shall have the right to exercise any bumping rights in any layoffs of this sort. If the layoff is extended beyond five (5) working days, employees will be provided the opportunity to exercise their bumping rights effective on the sixth working day.

9.10 (a) Benefit plan coverage will be maintained for seniority employees who are on layoff or personal leave of absence to the end of the month following the month in which the layoff or leave of absence occurred.

(b) Where a layoff is necessary beyond a temporary layoff as defined above the Company will give at least 24 hours notice of such layoff to the employee(s) affected and to the Unit Chairperson or pay in lieu of notice at straight time rates to the employee(s) affected. This pay shall not be required if the layoff is a result of an Act of God, mechanical failure, or circumstances beyond the control of the Company.

Article 10 VACATIONS

10.01 Pay for vacations will be granted to employees to whom this Agreement is applicable as follows:

- (a) Employees who have worked for the Company for a period of less than twelve (12) months prior to July 1st in any year will receive vacation pay based on four percent (4%) of their gross earnings for the period employed.
- (b) Employees who have worked continuously for the Company for a period of twelve (12) months and not more than a continuous period of five (5) years prior to July 1st in any year will receive vacation with pay based on four percent (4%) of their gross earnings or two weeks regular pay, whichever is greater.

- (c) Employees who have worked continuously for the Company for a period of five (5) years prior to July 1st in any year will receive vacation with pay based on six percent (6%) of their previous year's gross earnings or three weeks regular pay, whichever is greater.
- (d) Employees who have worked continuously for the Company for a period of fifteen (15) years prior to July 1st in any year will receive vacation with pay based on eight percent (8%) of their gross earnings or four weeks regular pay, whichever is greater.
- (e) Vacation payments for each eligible employee shall be determined based on gross earnings from date of July 1st preceding vacation pay period to June 30th of the current vacation period. Gross earnings represent actual payments from the Company to the employee and exclude payments for Weekly Indemnity, Long Term Disability and Workers' Compensation.
- (f) All employees will take their full vacation entitlement each year.
- (g) Continuous service is defined as working a minimum of one thousand and forty (1,040) hours in the vacation year.
- (h) Vacation pay and entitlement for time off will be earned between July 1st of one year and June 30th of the following year.

Employees will not be allowed to take vacation in advance of earning the entitlement.

Vacation time may not be carried over from one vacation year to the next.

10.02 Subject to production requirements, the Company will provide two (2) weeks vacation for each eligible employee during the months of July and/or August. Any remaining vacation entitlement will be taken at an agreed-to time. Employees will be notified of any vacation shutdown by May 1 of each year. Employees must submit their vacation requests in writing by May 10 and the Company will schedule vacations by May 20. Requests will be scheduled by plant wide seniority within the classification.

Article 11

LEAVE TO ATTEND UNION CONVENTIONS, CONFERENCES OR SCHOOLS

11.01 An employee who has been elected or appointed by the Union to attend Union Conventions, Conferences or Schools shall be granted a leave of absence without pay for this purpose. The Union will inform the Company, in writing, of the names of the delegates. Five (5) working days notice will be given by the Union and leave will not be unreasonably denied for a maximum of two (2) delegates.

11.02 The Company will grant a leave of absence for up to one year, for one employee to work for the International Union. Seniority will accumulate during such leave. If the employee chooses to return within the one year period he will be allowed to fill a vacancy in a classification he formerly held. If no such vacancy exists he will replace the least senior employee in the plant. If he does not return when the leave expires, he will be administratively terminated.

An employee on an approved leave of absence as described above will have medical (excluding weekly indemnity and long term disability), dental, prescription drug and pension benefits maintained while on such leave. The Union will reimburse the Company for the cost of these benefits. No other benefits will be continued during such leave.

Article 12 STATUTORY HOLIDAYS

12.01 The following holidays, if not worked, shall be paid for eligible employees at the regular straight-time hourly rate, exclusive of overtime premium, for a number of consecutive hours equivalent to the current standard working day:

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

Two additional paid holidays will fall within the Christmas period. The parties will designate these days in the appropriate years.

12.02 For the purpose of eligibility for Statutory Holiday pay, employees must meet the following requirements:

- (a) The employee has attained seniority status.
- (b) The employee (who is on the active payroll and is either working or on vacation) worked the last full scheduled workday prior to the holiday and the next full scheduled workday following the holiday.
- (c) An employee who is absent due to illness certified by a doctor or who has written permission of his Foreman shall not be considered disqualified under the terms of Article 12.02 (b).
- (d) If an employee is on short term disability he/she will be entitled to 60% of their gross wage for the holidays covered under this Article. Employees on Workers' Compensation Benefits (WCB) will not

receive holiday pay.

12.03 If any of the above holidays fall on a Saturday or Sunday, the holiday shall be observed on the preceding Friday or the following Monday as mutually agreed between the Company and the Union.

Article 13 HOURS OF WORK AND WAGES

13.01 The basic work week shall be five (5) consecutive working days from Monday to Friday inclusive. The total hours of work constituting a workweek shall be forty (40).

13.02 (a) The daily hours of work for the first shift for all employees except shipping and receiving shall be 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m.

(b) The daily hours of work for the second shift for all employees except shipping and receiving shall be 3:30 p.m. to 8:00 p.m. and 8:30 p.m. to 12:00 am midnight.

(c) The daily hours for shipping and receiving shall be:

7:00 a.m. to Noon and 12:30 p.m. to 3:30 p.m.

9:00 a.m. to Noon and 12:30 p.m. to 5:30 p.m.

Noon to 3:00 p.m. and 3:30 p.m. to 8:30 p.m.

(d) The daily hours of work for the third shift (midnights) for all employees shall be 11:00 p.m. to 7:00 a.m. The Company will assign necessary work on this shift by canvassing for volunteers to work provided the employees have the necessary demonstrated skill required to perform the work. In the event that insufficient volunteers are attained, the Company will assign the least senior employee(s) qualified to perform the work to the midnight shift for a two (2) week shift rotation.

For each employee assigned to the midnight shift the Company will assign an equivalent number of employees on days and an equivalent number of employees on afternoons to work eight (8) hour shifts using the same process described above. The shift hours for employees on eight (8) hour shifts will be:

Day Shift	7:00 a.m. to 3:00 p.m.
Afternoon Shift	3:00 p.m. to 11:00 p.m.
Midnight Shift	11:00 p.m. to 7:00 a.m.

eight In keeping with production requirements employees assigned to (8) hour shifts will receive a twenty (20) minute paid lunch to be staggered and scheduled by the supervisor generally during the

middle of the shift.

and All support operations such as maintenance, toolroom, shipping receiving and Q.A. will be excluded from the process of identifying equivalent eight (8) hour shifts on afternoons and days.

- (e) It is understood that with mutual consent between the Company and the Union, the hours of work may be altered due to production requirements or other circumstances.
- (f) The above schedules will be posted by the Company prior to 12:00 p.m. on the Friday preceding the scheduled work week.
- (g) Employees on shift work will rotate shifts every two weeks.
- (h) The daily hours of work for the idler assembly department shall be:

First shift: 7:00 am to 12:00 noon and 12:30 pm to 3:30 pm.

Second shift: 3:30 pm to 8:00 pm and 8:30 pm to 12:00 midnight.

This clause shall supersede all other clauses in respect of hours of work for the idler department.

13.03 (a) Time and one-half (1 1/2) the regular hourly rate shall be paid for all hours worked over the standard working hours in any twenty-four (24) hour period on an assigned shift, as defined in Article 13.02 above. Also, all work performed on Saturdays will be paid at time and one-half (1 1/2) the regular hourly rate. Double the regular hourly rate shall be paid for all work performed on Sunday. If any of the Statutory Holidays, as set forth in Article 12, are worked, an employee shall receive two (2) times his or her regular pay in addition to their Statutory Holiday pay.

(b) Overtime shall be on a voluntary basis except that, if sufficient qualified volunteers for the work are not available from day shift and/or afternoon shift, employees who normally perform such work on day shift shall be required to work the overtime on a reverse seniority basis. Only those employees needed to work overtime on Saturday day shift can be assigned on a reverse order of seniority basis. All other Saturday and Sunday overtime work will be on a voluntary basis.

13.04 Overtime shall be distributed as fairly and equitably as possible and must be authorized by an appropriate Supervisor. Except in cases of un-anticipated production

requirements, employees shall be afforded at least twenty-four (24) hours notice in advance of overtime. An employee requested to work necessary overtime, and agreeing to work, must work unless the Company obtains a qualified substitute within the time available or the employee's inability to report for work is for reason acceptable to the Company.

13.05 (a) If the Company requests an employee to change his normal scheduled shift, twenty-four (24) hours notice will be given to the employee prior to his normal scheduled shift time or the Company will pay time and one-half (1.5) for that first shift worked by the employee.

(b) If the Company requires an employee to change their normal scheduled shift on a permanent basis that shift change will be effective on a Monday. The employee will be notified no later than the end of their shift on the preceding Friday. If the Company fails to give such notice the employee will be paid time and one half (1.5) for the first two (2) shifts worked by the employee.

13.06 Whenever an employee has been scheduled or notified to report for work on a regular shift and, on reporting for work at the regular time is sent home because there is no work available for him, such employee shall receive four (4) hours of wages at his then current regular hourly based rated pay. This provision shall not apply should there be no work available for such employee because of conditions or circumstances existing due to no fault or negligence on the part of the Company.

13.07 Shift Premium - For work performed on a second shift employees will be paid an additional thirty cents (30c) per hour. Employees will be paid an additional forty cents (40c) per hour for all work performed on a third shift.

13.08 An employee hurt in an industrial accident shall be paid for time lost on the day he was injured at his regular daily earnings less any remunerations from other sources.

13.09 There shall be two (2) ten-minute rest periods, one in the first half and one in the second half of the shift. There shall also be a one (1) five minute personal wash up period at the end of the shift. In the event an employee is scheduled to work overtime at least two (2) hours beyond the end of his normal quitting time, he shall be given a ten minute rest period prior to the start of his overtime and subsequent five minute wash up period at the end of his overtime.

13.10 Any employee called in to work in an emergency requiring equipment maintenance or setup, will be paid a minimum of four (4) hours pay or one and one-half (1.5) times his rate of pay for the hours worked, whichever is greater, plus shift premium if applicable.

13.11 Job classification groupings and wages shall be in accordance with Schedule 'A' attached hereto which forms part of this Agreement.

13.12 Base hourly rates payable to employees assigned to job classification groupings shall be in accordance with Schedule 'A' attached hereto, which forms part of this Agreement. Schedule 'A' indicates the date of all programmed wage increases during the term of this Agreement. Such increases shall become effective as of the first day of the nearest normal pay period. Pay will be paid weekly and by separate cheque to the employee.

13.13 (a) The wage rate for each new employee hired by the Company on or after the effective date of this Agreement shall be as indicated in Schedule 'A'.

(b) Rates for all new jobs shall be established by the Company. The Unit Chairperson of the Local Union shall be advised of the rate and will have a period of twenty-eight (28) calendar days from date of notification to register any objections to the established rate and, if not satisfied with the Company's decision, he may file a Policy Grievance on behalf of the Union.

13.14 When an employee is absent because of sickness, he will bring in a Doctor's Certificate, if requested by the Company, when he returns to work. If an employee is consistently absent or fails to call in, he may be subject to the discipline procedure as outlined in Article 6.

Article 14 SOCIAL INSURANCE

14.01 (a) The Company shall provide the premium costs covering the following items for seniority employees and their eligible dependants only. The Company reserves the right to select the carrier of each plan. It is agreed that a decision by the Company to change carriers will not affect plan coverage.

1. **Extended Health Services Plan**
 - Prescription Drugs - \$2.00 co-pay per occurrence for life of contract
 - Extended Health Care - 100% co-insurance
 - Private Duty Nursing Benefits carry a maximum of \$5,000.
 - Contributions - \$1.00 per week - Single, for life of contract
 - \$2.00 per week - Family, for life of contract
2. **Vision Plan EHC**
 - \$120/24 months for prescription glasses and/or contact lenses
 - \$300/24 months for medically necessary contact lenses
3. **Audio Plan EHC Plan**
 - \$300/3 years
4. **Out-Of-Province Plan**

5. **Semi-Private Plan 2**

6. **Dental Plan**

- 1998 -100% of 1996 ODA Fee Guide effective April 1, 1996 to March 31,
1999 -100% of 1997 ODA Fee Guide effective April 1, 1998 to March 31,
-\$25 single or \$25 family deductible per year for the life of the

contract

The Company shall pay the premium costs covering the following items for seniority employees only. The Company reserves the right to select the carrier of each plan.

1. **Group Life Insurance**

maximum -equivalent to 2X annual wage based on regular earnings,
\$100,000

2. **Accidental Death and Dismemberment**

maximum -equivalent to 2X annual wage based on regular earnings,
\$100,000

3. **Weekly Indemnity 1/1/8/26**

-60% basic monthly income earning to the U.I.C. maximum, 1st day hospital, 8th calendar day illness maximum 26 weeks. Submission to carrier within 90 days.

4. **Long Term Disability Insurance**

-60% basic monthly income limited to a maximum of \$5,000 subject to reductions. However, your overall disability benefit from all sources shall be limited to 85% of your monthly income, determined at the beginning of the disability.

The above list of benefits is only a general description of the benefits as negotiated between the parties. Full detail and particulars are specified in the legal plan texts and shall be considered the governing documents.

14.02 The Company will reimburse an employee for the cost up to \$25.00 for requested documentation from a medical physician supporting a claim for Weekly Indemnity benefits or Long Term Disability benefits. The employee must provide appropriate documentation of the cost.

14.03 Benefit coverage will be maintained for those seniority employees who are absent due to non-compensable illness or injury for a period of six months from initial date of absence.

Article 15
PENSION PLAN

15.01 Effective April 1, 1996, the Company will contribute forty cents (40c) per hour towards the employee MacKenzie Financial Pension Plan. Effective April 1, 1997, this contribution will be forty-five cents (45c) per hour and, effective April 1, 1998, this contribution will be fifty cents (50c) per hour. The contribution rate will be based on hours paid.

Article 16
STRIKES AND LOCKOUTS

16.01 No employee bound by this Agreement shall strike and the Company shall not lock-out any such employee so bound.

16.02 The Company or the Union shall not call or authorize, counsel, support, procure or encourage any unlawful lock-out or strike.

Article 17
BULLETIN BOARDS

17.01 The Company agrees to provide the Union with one bulletin board in the lunch room and one bulletin board in the middle of the plant for the purpose of posting Union notices. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. It is agreed, however, that with the exception of Union meeting notices, all such notices must be approved in advance by the Plant Manager or his/her designee.

Article 18
SAFETY AND HEALTH

18.01 The Company will make reasonable provisions for the health and safety of its employees during the hours of employment. The Union agrees to assist the Company in maintaining proper observation of all safety and health rules. A joint Union-Company Safety Committee shall meet on a regular basis or when the need arises. All off-shift time for such meetings will be paid for at time and one half (1.5) plus shift premium if applicable. This Committee shall consist of two(2) members from the Union and two (2) members from the Company. In the event that a safety matter is to be discussed by the Joint Health and Safety Committee which involves the idler department, an employee from the idler department will be permitted to attend for purposes of discussing this matter.

18.02 If the employee in his estimation feels the equipment he/she is to use is unsafe, he/she shall follow the work refusal procedure in the Occupational Health and Safety Act.

18.03 Effective April 1, 1996 the Company agrees to contribute seventy-five dollars

(\$75.00) towards the purchase of one (1) pair of safety boots or shoes per year of the agreement. The contribution will increase to eighty dollars (\$80.00) April 1, 1997 and will increase to eighty-five dollars (\$85.00) April 1, 1998. Each employee will have on file, in the Accounting Office, a safety shoe chit, which can be used to record the reimbursement. Chits which are not used will be cause for no payment under this clause.

18.04 Effective April 1, 1996 the Company will pay up to a maximum of seventy dollars (\$70.00), including the fitting fee, for Company approved prescription safety glasses each contract year and if unused can accumulate each year to a two hundred and ten dollars (\$210.00) maximum. OHIP will cover the cost of eye examinations once per calendar year.

18.05 All employees whose normal work is performed in the plant must at all times wear safety shoes, safety glasses and ear protection in the plant premises.

18.06 A copy of the Workers' Compensation Board Form '7' will be given to the employee involved in a work-related accident and a copy will be sent to the Union office.

Article 19 JOB POSTING PROCEDURE

19.01 All permanent vacancies shall be posted on a bulletin board for a period of three (3) working days. Employees may apply for posted vacancies by written application within said three (3) working days. Only the original vacancy shall be posted, along with two subsequent vacancies in the bidding chain. Subsequent vacancies need not be posted and may be filled by the most senior qualified person. A successful applicant for a posted vacancy shall not be eligible to apply for another posted vacancy for a period of six (6) months except in cases where the vacancy being bid is in a higher job class than the employee's present job or the job opening is an apprenticeship. A copy of all job bids will be given to the Unit Chairperson.

19.02 The Company and the Union agree that those applicants with the greatest seniority shall be given preference for posted jobs, providing that the employees involved possess the skill, ability and efficiency to do the work required.

19.03 An employee accepted on a job posting will be moved to the new position within fifteen (15) working days after notification of his acceptance for the position, unless mutually agreed to by the Company and the Union. The successful applicant will be notified within ten (10) working days from the day the job is posted.

19.04 An employee accepted on a higher job posting will be subject to a probationary period of thirty (30) working days during which they will receive the pay level for the posted position upon entering his trial period. If an employee is successful in posting for a lower rated job, that employee will receive the pay level for the posted position upon entering his trial period. The Company shall possess the option of returning the employee to his former job classification during this probationary period, providing the

employee is unable to satisfactorily perform the job. Employees shall have the option of returning to their former classification within the thirty (30) working day probationary period. Should an employee exercise this right, he will not be eligible to apply for any future job posting to that same position for a period of at least one (1) year, and may only do so that one additional time.

19.05 It is understood that vacancies need not be posted during periods when anyone is on layoff and such work may then be covered by those already within the same or higher classification. An employee who is accepted on a job posting after a period when anyone was on layoff and who has worked on that job during a period when anyone was on layoff, shall have such time, up to a maximum of thirty (30) days, credited toward the thirty (30) day probationary period.

19.06 Employees with more than one (1) year seniority who are unable to perform their normal job due to medical, physical limitations or age, will be given first opportunity and preference to apply for any job vacancy that they are able to perform.

The above must be substantiated by the employee's doctor. Should the Company disagree with the assessment of the employee's doctor, a second doctor will be selected by agreement between the employee, the Company and the Union and this subsequent opinion shall be binding.

19.07 Employees transferred due to a reduction of force or curtailment of work must return to their former positions as work develops and no new vacancy shall be deemed to exist in that classification until all former employees have been afforded an opportunity to return to their respective former positions. Any such transfers, made after the effective date of this agreement, shall have an eighteen (18) month limitation on an employee's returning to a former position.

Article 20 TEMPORARY TRANSFER

20.01 If an employee substitutes in any Department on any job during the temporary absence of another employee or is transferred to another Department due to production requirements they shall receive the rate for the job or their regular straight-time hourly rate, whichever is the greater. Transfers due to production requirements will not exceed thirty (30) work days per transfer. These transfers will normally be based on inverse seniority, subject however to the employees involved having the skill and ability to perform the work assignments involved.

Article 21 BEREAVEMENT LEAVE

21.01 During the term of this Agreement, any employee who has completed the probationary period and is working, who is absent from work while attending the funeral, which may include making arrangements for the funeral, of a member of his or her

immediate family, shall be paid for the time lost, not to exceed eight (8) hours per day at a straight hourly rate (exclusive of shift premium) for a maximum of three (3) days from date of death to date of funeral inclusive. An employee shall not be paid for time lost that was not in their regularly scheduled work week, Monday through Friday. Employees who are laid off, on sick leave or on leave of absence for any reason when such death occurs, will not be eligible for funeral leave pay. The immediate family, for the purpose of this provision, shall be defined as: father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents of spouse, grandchildren, brother-in-law, sister-in-law and stepfather or stepmother if such individual replaced a natural parent during the formative years. The employee must provide documentation of the family relationship.

21.02 If Bereavement Leave occurs during an employees scheduled vacation the employee will be allowed to reschedule up to three days of that vacation at a time mutually agreeable to the employee and the Company. The employee must provide documentation of the family relationship and attend the funeral in order to reschedule their vacation.

21.03 In the event of a death of an immediate family member as defined above that occurs under circumstances which prevents the seniority employee from attending the funeral, they will be granted one (1) day off with pay to attend a memorial service. The employee must provide documentation of attendance at the service and of the family relationship.

Article 22 COLLECTIVE AGREEMENTS

22.01 The Company and the Union mutually agree to equally share the cost of the printing of the Collective Agreements.

Article 23 PRUDENTIAL CLAUSE

23.01 It is agreed by both parties to this Collective Bargaining Agreement that all practices, policies and programs governing the employees of this plant are incorporated as part of this Agreement. Any practices, policies or programs not so included are thus null and void.

Article 24 JURY DUTY

24.01 The Company will pay to any employee who is called for Jury Duty or as a Crown Witness in any of Her Majesty's Courts, the difference between the employee's average straight-time hourly rate for the number of hours he normally works in a day and the amount of money he actually receives for such Jury Duty or Crown Witness attendance.

Article 25
WORK CLOTHES AND/OR SUITS

- 25.01 (a) With the exception of those listed below in Article 25.01 (b), the Company will supply seven (7) complete sets of work clothes or suits per year and launder them weekly, all at no cost to the employee.
- (b) The company will supply and launder three shop coats for employees in the Idler, Q.C., Shipping/Receiving/Forklift, Electrical Technologist, Utility and Stores classifications.

25.02 The employer will furnish safety glasses, goggles, gloves and aprons, and other safety devices commonly identified as regular equipment on hazardous jobs. When such devices are furnished, the employees are required to use them. Failure to do so will result in punitive action. In case of loss or wilful misuse, the employee will be charged for the same.

Article 26
APPRENTICESHIPS AND
APPRENTICESHIP TRAINING COURSES

26.01 Apprentices will be compensated per the schedule listed in Schedule 'A'. All Apprenticeship training will follow the outline and guidelines established by the Ontario Apprenticeship and Tradesmen's Qualification Act.

Article 27
TOOL ALLOWANCE

27.01 The Company agrees to continue to pay ten dollars (\$10.00) per month to all employees required to use their own tools on the job or in their classification.

Article 28
EQUAL PAY FOR EQUAL WORK

28.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his/her membership or activity in the Union, or any other reason.

Article 29

CERTIFICATION - LIFT TRUCKS

29.01 Employees in the Shipping/Receiving/Forklift Classification will receive training and certification in Lift Truck Safety.

Employees who are awarded bids into Shipping/Receiving/Forklift Classification must successfully complete the certification process within thirty (30) working days of being awarded the bid and prior to actual assignment on the job. If training cannot be arranged within the thirty (30) working days, the time limits will be extended until the training is completed.

Failure of a bidder to successfully complete certification within these time limits will result in their disqualification from the job posting and will be returned to their former position.

Employees who are in the Shipping/Receiving/Forklift classification for a continuous period of three years will be required to be recertified. Failure to successfully be recertified will result in that employee being removed from the classification and reassigned through the bumping rights.

Other employees outside of this classification who would be required to operate a fork lift on a limited basis would be given instruction in safely operating a fork lift in accordance with a standardized set of guidelines developed by the Company. These guidelines will be submitted for review to the Joint Health and Safety Committee.

Article 30 CONTRACTING OUT AND FOREMEN WORKING

30.01 The Company will not contract out the work of outside driving, plant janitorial service and in plant maintenance work as long as bargaining unit employees have the skills, equipment and time to perform the above tasks.

30.02 Foremen, Staff and any employee above this rank, will not perform the physical or manual work for which hourly-rated employees are available and capable of doing, or if employees are on layoff or, it would result in a loss of earnings to any employee in the Bargaining Unit; provided, however, this provision shall not be construed to prohibit supervisors from performing the following types of work:

- (a) experimental work
- (b) demonstration work performed for the purpose of instructing and training employees
- (c) work required of the supervisors by emergency conditions which, if not performed, might result in interference with operations, bodily injury, or loss or damage to material or equipment.

Article 31
DURATION OF AGREEMENT

31.01 This Agreement shall become effective as of the 1st day of April 1996, and shall remain in force until the 31st day of March, 1999. Thereafter, it shall be automatically renewed from year to year unless in any year, not more than ninety (90) days before the date of termination, either party shall furnish the other with notice of termination of, or proposed revision of, or addition to, any provision thereof.

31.02 In each event, negotiations on any such proposal, revision, or addition shall take place between the parties as soon as possible, or within thirty (30) days of such notice.

Article 32
COMPLIANCE WITH LEGISLATION

32.01 It is understood and agreed that all provisions of this Agreement, and the interpretation thereof, shall be subject to all present or future laws, orders, regulations and by-laws made or enacted by, or pursuant to, the authority of the Parliament of Canada, Legislature of Ontario, or any other lawful authority, and shall be deemed to be modified as necessary, so that this Agreement shall, at all times, comply with any changes in the same.

32.02 In this Agreement, unless otherwise indicated by the context, the plural shall indicate the singular, the masculine the feminine, and vice versa.

SCHEDULE 'A'

The wage program for all bargaining unit employees is covered under Schedule 'A'.

Hourly rates are determined by a level pay program as follows:

LEVEL	EFFECTIVE		
	APRIL 1 1996	APRIL 1 1997	APRIL 1 1998
III	\$11.00	\$11.66	\$12.31
IVA	11.72	12.04	12.34
IVB	11.91	12.24	12.55
V	12.47	12.81	13.13
VI	13.36	13.73	14.07
VII	14.23	14.62	14.99
VIII	15.25	15.67	16.06
IX	15.82	16.26	16.67

X	16.65	17.11	17.54
XI	16.81	17.45	18.06
XIII	19.21	19.91	20.58

The Pay-For-Knowledge program is limited to cell operators, beginning at Level IVA rate.

Cell Operator job progression increases may be added Level IVA rates as follows:

Requirement	Increase
Completion of Q.C. requirement	\$0.50\$0.50
Completion of P.M. requirement	
Index Machines	\$0.10
WF or transfer spinners	\$0.10
Blankers	\$0.10
Secondary Presses	\$0.10
Multi-Station Presses	\$0.10
Index Setup	\$0.50
Completion of spin setup requirement	
WF spinners	\$0.40
Completion of press setup requirement	
Blankers	\$0.40
Secondary Presses	\$0.35
Completion of transfer spinner setup requirement	\$0.75
Completion of transfer press setup requirement	\$1.00

The Toolroom Pay-For-Knowledge program is limited to toolroom tradesmen beginning at Level X rate:

Toolroom Pay-For-Knowledge increases may be added to Level X as follows:

Machinists	Level X
Toolroom Tradesmen (A)	Level X
Toolroom Tradesmen (B)	Level X plus \$0.77
Toolroom Tradesmen (C)	Level X plus \$2.27
Toolroom Tradesmen (D)	Level X plus \$4.27

Plant jobs and their top level attainment are listed below:

Assemblers		III
Utility, Cell Operators		IVA
Shipping/Receiving/Forklift	IVB	
Stores	IVB	
Quality Control		VIII
Toolroom - Tradesmen		X
Electrician - Tradesmen		XI
Maintenance - Tradesmen		XI
Electronic Technologists	XIII	

Employees in the Quality Control job category can attain the top levels shown by passing a written test pertaining to the skills, knowledge and technological advances inherent in their jobs. Employees may request an opportunity to be tested for the next grade level every six months. Employees who fail to pass a written level test may rewrite it after a period of two months.

New Employee Progression Rate for Non-Skilled Trades Classifications

Start 80% of base rate

After 40 working days, receive 90% of base rate

After seniority status, 100% of base rate

LICENCED TRADESMEN:

Apprenticeship Program: Probationary rate	-	60%
After 3 months	-	70%
1st Year	-	75%
2nd Year	-	80%
3rd Year	-	90%
After 4th Year	-	100%

APPENDIX 'B'

EDUCATIONAL ASSISTANCE PLAN:

The Gates Rubber Company Educational Assistance Plan is designed to encourage Employees to participate in educational programs which will be of benefit to themselves and develop their potential for growth within the Company.

Employees are eligible to participate, subject to the following:

- (a) Employees must have at least one (1) year accumulated service before payment of refund.
- (b) Courses started prior to employment must receive approval at the time of employment to be eligible for future refund.

- (c) Employees must still be in the employ of the Company at the time of completion to qualify for a refund.

An application for the Educational Assistance Plan may be obtained from Personnel. To avoid any misunderstanding, employees are to secure approval before registering for a course. The application must be approved by the Production Manager or the Plant Manager prior to being submitted to Personnel.

Upon completion of the course, the employee will give the Plant Manager evidence of successful completion and the receipt of payment for the course. This data should be forwarded to Personnel.

For courses directly related to the employee's job and which are successfully completed, the Company will pay one hundred per cent (100%) of the cost, including registration, tuition fee, and the cost of text books.

For courses not directly related to the employee's job but which are aimed to improve the employee's personal development and are successfully completed, the Company will pay fifty per cent (50%) of the cost, including registration, tuition fee and the cost of text books.

APPENDIX 'C' LEAD HANDS

The Union recognizes the right of the Company to create from time to time (and to discontinue) a position of Lead Hand in any wage category mentioned in Schedule 'A' of this Agreement, and to pay to such person who is from time to time designated as Lead Hand in that category a premium of fifty (50) cents per hour over and above the standard wage for that category.

A Lead Hand shall be defined as a person who performs work and directs the work of others. He shall not have the authority to hire, fire, suspend or otherwise discipline employees and he shall be a Union member. The Unit Chairperson will be informed in writing of the names of the Lead Hands.

Trainers will receive a premium of fifty (50) cents per hour for all hours spent providing training to other employees.

April 1, 1993

Mr. Steve Banks
Staff Representative
United Steelworkers of America
Local 9193

Letter of Understanding No. 1 of 7
Re: Union Records and Files

Dear Mr. Banks:

In order to provide the Local Union Officers with the ability to maintain their Union records and files on the premises, the Company will provide space for the Union file cabinet, and access to that file cabinet, in one of the Company production floor offices.

Very truly yours
THE GATES RUBBER COMPANY

A.F. Papa
Division Manager, Industrial Relations

April 1, 1993

Mr. Steve Banks
Staff Representative
United Steelworkers of America
Local 9193

Letter of Understanding No. 2 of 7
Re: Lunch Provision For Straight Eight Hour Shift

Dear Mr. Banks:

In order to clarify the intent of Article 13.02 (d) the paid lunch provision only applies when the employee(s) are scheduled to work for a straight eight (8) hours.

Very truly yours
THE GATES RUBBER COMPANY

A.F. Papa
Division Manager, Industrial Relations

April 1, 1993

Mr. Steve Banks
Staff Representative
United Steelworkers of America
Local 9193

Letter of Understanding No. 3 of 7
Re: Supervisors Working

Dear Mr. Banks:

In those situations where it is necessary for a supervisor to perform work normally performed by a member of the bargaining unit, excluding those listed under Article 30.02 (a) (b) (c), the supervisor will inform the Unit Chairperson if on shift, otherwise an Executive Officer, of the reason for doing the work prior to beginning that work.

Very truly yours,
THE GATES RUBBER COMPANY

A.F. Papa
Division Manager, Industrial Relations

April 1, 1996

Mr. Steve Banks
Staff Representative
United Steelworkers of America
Local 9193

**Letter of Understanding No. 4 of 7
Cellular Pay For Knowledge Program**

Dear Mr. Banks:

PURPOSE:

The Gates Rubber Company, Strathroy and The United Steel Workers of America, Local 9193 have undertaken a novel skill-based pay program. The philosophies and concepts of this program are founded on the thoughts of multi-skilling employees so that they may perform various duties within respective work cells in order to empower the workforce and place quality at the source.

PARAMETERS:

In so doing, consultation with bargaining agent, employees, and management have resulted in established parameters as follows: Amendments, changes, deletions and additions may be made as needed. The parties understand that quality, production requirements, and safety are primary responsibilities to Gates and its employees, and takes precedence over the P-F-K Program.

- ◆ All employees in the P-F-K Program will be required to complete operator, quality and P.M. levels. Thereafter employees may elect to continue in the program.
- ◆ A P-F-K matrix will be displayed in a conspicuous area indicating the level of training each employee has attained.
- ◆ Employees must put in written requests for training utilizing the proper forms.
- ◆ An employee must be on a certain piece of equipment for the prescribed time period before requesting testing.
- ◆ Once an employee has fulfilled the minimum time period, they may request training, in writing.
- ◆ Once testing is requested, then testing must be completed within five (5) working

days. Retroactive pay will begin after the five working day grace period.

- ◆ If an employee fails the training, that employee shall be removed from the operations and placed on appropriate work. However, in the opinion of the Testing Committee, if the employee requires minor additional training to pass the test, discretion shall be used in extending the employee on the equipment.
- ◆ Employees may put in requests for any or all areas, However, once selected for training, their name shall be removed from the other lists and placed at the bottom of the request list.
- ◆ Requests are submission date driven then by seniority.
- ◆ If an employee passes on a certain piece of equipment when their name comes up they shall be placed at the bottom of that list.
- ◆ Individuals who have failed testing may be retrained after all other employees have had the opportunity to be trained subject to the discretion of the training committee.
- ◆ Group training may take place on weekends when it is deemed feasible to do so.
- ◆ Training will only be carried out by those individuals who have been designated as trainers or by a member of management, as deemed necessary.
- ◆ During the training period, if in the opinion of management or the training teams, the employee is not demonstrating the skill level required, he may be removed and placed on other appropriate work.
- ◆ Minimum length of training is as follows:

All Spinners	3 months
Blanking Presses	3 months
P402 Press	3 months
P602 Press	3 months
Index Machines	3 months
- ◆ The Testing Committee shall be comprised of one hourly and one management representative in each of the designated areas of the P-F-K Program.
- ◆ Subject to production requirements, only one Spin Setup or Index Setup and one Press Setup Operator will be trained per shift. Total of two (2) employees per shift.
- ◆ Specific cell operators will be utilized for training purposes. In so doing these employees shall be paid the total amount eligible under the P-F-K Program as listed on this page. Management has the discretion of increasing or reducing this

group as warranted. In the event this group is reduced, the affected employee shall retain the rate of pay for fifteen (15) months in order to provide him the ability to gain the training, knowledge, and testing in the appropriate areas.

- ◆ In the event that seniority employees post into the pulley department from elsewhere in the plant they will be eligible to test in Q.C. and three (3) P.M. levels upon attaining sixty (60) days in the pulley department.

PROGRESSION:

Progression through the P-F-K Program is as follows:

Requirement	Increase
1. Completion of Q.C. To be completed within 15 working days of the employee attaining seniority.	\$0.50/Hr
2. Completion of P.M.	
Index Machine	\$0.10/Hr
W. F. or Transfer Spinner	\$0.10/Hr
Blankers	\$0.10/Hr
Secondary Press	\$0.10/Hr
Multi-Station Press	\$0.10/Hr
Three (3) P.M.'s to be completed within 15 working days of the employee attaining seniority.	
3. Index Setup	\$0.50/Hr
4. Completion of Spin Setup Requirements	
W.F. Spinners	\$0.40/Hr
5. Completion of Press Setup Requirements	
Secondary Press	\$0.35/Hr
Blanker	\$0.40/Hr
6. Completion of Transfer Spinner Setup Requirements	\$0.75/Hr

*Prior to entering Transfer Spin Level #6, employee must have completed Levels 1, 2, and 4.

7. Completion of Transfer Press Setup Requirements	\$1.00/Hr
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*Prior to entering Transfer Press Level #7, employees must have completed Levels 1, 2, and 5.

Employees who have already been trained on Index Setup will be offered the opportunity to be tested within 14 days of ratification of this agreement.

Conventional Spinner Setup will be phased out from the progression and replaced with Index Setup in the following manner. No new qualifications on conventional spin setup will be accepted after March 31, 1996. Employees who are qualified in conventional spin setup will be given priority on training and testing on Index Setup. These employees will retain their current level of pay until they are qualified on Index Setup. At that time, their conventional spinner setup pay increment will be deducted from the total pay increment amount due for Index Setup. Those holding the conventional spin setup qualification who have not transferred their qualification to Index Setup when the conventional spinners are eliminated will lose the pay increment.

After all employees affected by the above paragraph have had the opportunity to be trained and tested other employees may request training and testing for the Index Setup in accordance with the normal P-F-K process.

ADMINISTRATION:

The Manufacturing Manager shall be responsible for the overall management of the P-F-K Program. Understanding of the production and quality requirements, the Manufacturing Manager shall review requests for the progression through P-F-K and coordinate the placement of employees into the various cells.

Test requirements and results shall be forwarded to the Manufacturing Manager for processing, Upon successful testing, the appropriate level increase shall be effective the next immediate pay period.

GENERAL:

Overall the Management Committee and Union Negotiating Committee shall review P-F-K issues including its application to new equipment. Inclusion of new equipment into the P- F-K Program will be by mutual agreement. Employee concerns shall be directed to this group for discussion and possible resolution.

If current levels in the P-F-K Program are phased out employees currently receiving that pay increment will retain that pay increment but any future increases to their wage will be offset by an equivalent amount.

The parties agree that this letter will replace the current Letter #4 in the Collective Agreement.

Yours very truly,

THE GATES RUBBER COMPANY

A. F. Papa

Division Manager, Industrial Relations

April 1, 1996

Mr. Steve Banks
Staff Representative
United Steelworkers of America
Local 9193

Letter of Understanding No. 5 of 7
Re: Toolroom Pay-For-Knowledge

Dear Mr. Banks:

During the 1996 Contract Negotiations the Parties reviewed the established document describing the P-F-K Program in the Toolroom and agree that this document forms part of the Collective Agreement including wage adjustments agreed to in the 1996 Contract

Negotiations.

Yours very truly,
THE GATES RUBBER COMPANY

A.F. Papa
Division Manager, Industrial Relations

April 1, 1996

Mr. Steve Banks
Staff Representative
United Steelworkers of America
Local 9193

Letter of Understand No. 6 of 7
Re: Flexible Shift Arrangements

Dear Mr. Banks:

This will confirm the understanding reached by the parties during the recent set of negotiations for a renewal Collective Agreement with respect to the existing hours of work and the need for the Company to have in place hours of work at the plant in Strathroy, that will contribute to it's ability to compete successfully in the marketplace.

Accordingly both the Company and the Union agree that notwithstanding the existing

provisions of the Collective Agreement in the interest of customer satisfaction and the requirements for accommodation for bargaining unit employee's other more flexible shift arrangements (e.g. continuous operation) may be implemented following the mutual agreement by the parties of the details directly related to the implementation and continued operation of these other more flexible arrangements.

Yours very truly,

THE GATES RUBBER COMPANY

A. F. Papa
Division Manager, Industrial Relations

April 1, 1996

Mr. Steve Banks
Staff Representative
United Steelworkers of America
Local 9193

Letter of Understanding No. 7 of 7
Re: Temporary Part-Time Employees

Dear Mr. Banks:

The Company may hire additional personnel, who will follow Company policies and procedures, to fill in for employees who are absent due to the following reasons:

- a) Absence due to General Absences, Sickness and Accident, Workers' Compensation
- b) Paid personal holidays
- c) Leave of Absence
- d) Vacation
- e) To cover overtime vacancies not filled by bargaining unit employees.

Such additional employees shall be classified as Temporary Part-time (TPT) and will not be permitted to gain seniority status, notwithstanding Article 9.02. TPT employees will be considered for any regular fulltime employment opportunity that arises. If a TPT employee has attained a minimum of 520 hours and is provided the opportunity of fulltime employment they will be granted 30 working days service towards their probationary period.

TPT employees may not work if seniority employees are on layoff. If a layoff does occur, TPT employees will be the first employees laid off.

TPT employees shall be subject to the same conditions of employment as probationary employees, save and except the seniority provisions, overtime rates, benefit coverage and wage provisions of this agreement.

TPT employees will be limited in number to that of the employees who are absent from work unless mutually agreed to by the parties. During the period of May 1 to Labour Day students can be hired in addition to the numerical provisions of this paragraph. Students shall be hired as TPT employees.

TPT employees shall be the first employees sent home in the event of any work shortage.

TPT employees may only work a maximum of 1040 hours in a calendar year.

TPT employees shall receive the same starting rate of a probationary employee and remain at that rate.

TPT employees shall receive overtime rates of time and one half (1.5X) after working over forty (40) hours in a week or more than eight (8) hours in a day.

A list of TPT employees will be provided to the Unit Chairperson upon request.

Yours very truly,

THE GATES RUBBER COMPANY

A. F. Papa
Division Manager, Industrial Relations

IN WITNESS WHEREOF the parties hereto have executed this Collective Labour Agreement as of the 1st day of April, 1996.

**THE GATES RUBBER COMPANY
STRATHROY OPERATION**

AMERICA

**UNITED
STEELWORKERS OF**

**A. F. Papa
M. Dutell
J. H. Dobson
A. Gunn**

**S. Banks
I. Kocsis
S. Lagerwerf
T. Tadgell**