

SOURCE	C2.		
EFF.	96	02	01
TERMS	98	01	31
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYÉS	100		

Effective Date: February 1, 1996  
 Expiry Date: January 31, 1998

**COLLECTIVE AGREEMENT**

Between

**A. R. CLARKE LIMITED**  
 Toronto, Ontario  
 (hereinafter called the "Company")

and

**Local 175**  
**UNITED FOOD & COMMERCIAL WORKERS' UNION**  
 CLC, AFL-CIO  
 (hereinafter called the "Union")

FEB 13 1997

00780(08)

Name .....

Address .....

Phone .....

Soc. Ins. No. ....

Work Address .....

Work Phone .....

Union **Steward** .....

Phone .....

**United Food & Commercial Workers  
U.F.C.W. Locals 175 and 633  
2200 Argentia Road  
Mississauga, Ontario L5N 2K7  
Phone: (905) 821-8329**

Toil-free outside Metro Toronto  
1-800-565-8329  
Fax (905)821-7144



## LETTER FROM THE PRESIDENT U.F.C.W. LOCAL 175

Dear Fellow Members:

I wish to welcome new members to Locals 175 and 633 of the United Food and Commercial Workers Union, and to thank long standing members for their continued support and assistance over the years.

New or seasoned, I hope you will all read this contract and become aware of your rights and privileges as union members. It is an important document. It identifies and guarantees your income, benefits and job security while you work for your current employer. Like an insurance policy, a warranty for a new car, or the deed to your home, it is an agreement you accepted when you took the job. If you are not aware of the agreement you entered into, like any other, it is of little value to you personally.

**As** a union member with a contract, you **have** the freedom to plan for the future. You will know what your income will be two years in advance. Your rights and benefits are written down and cannot **be** revoked, and your job security is a primary element. Non-union workers **do** not have this **protection**. Their wages and benefits may be cut at any time, as may their **jobs**.

Be aware of your contract. If unsure about an item or if you think your concern is not covered, speak to your Union Steward. He or she **is** a co-worker trained by the Union to help you with concerns and grievances in the workplace. If the problem cannot be settled by the Steward, a full-time Union Representative can be contacted at any time to assist you.

We work as your full-time representatives and advisors.

In addition to Stewards in the workplace and Union Representatives who support them, we also have a team of professionals who provide support.

We should **all** be proud of our Union's achievements. We have proven many times that employers can treat their workers fairly and still run their business efficiently and profitably.

**In** the United Food and Commercial Workers' Union, we are committed to job security in an ever changing social environment. Only your Union can be relied upon to protect your rights.

Your Union offers you representation before the Workers' Compensation Board. If you are injured on the job, our trained staff will support you and help you in any way they can.

**Non-Union** workers are at the mercy of their employer. This **is** one reason our **Local** Union continues to grow.

**Our** organizing team works around the clock to help **bring** other workers under the union umbrella. If you know of someone who works in a **non-union** environment, do them a favour and give **our** organizers a call.

We **also** believe **in** the education of our members and their children. Lack of economic resources should not be a hindrance to further education. In this regard, the **UFCW** offers a number of scholarships at the local, national and international level. They are for your benefit as Union members. Use them.

In addition, your Union works to keep you up-to-date about legislation concerning Sunday work, pay equity, UIC and pensions, to name **a** few.

Your Local Union represents some **40,000** members across Ontario. **As** we continue to grow, we have moved to keep **up** with the growth in areas of servicing and all-round members' support. Included in this booklet is a list of Union representatives and other professionals **there** to support you, the member.

Only by all of us working together can we keep what we have gained over years of hard negotiations and obtain what is right-

fully ours in the future. Our labour may be the only commodity **we** have to sell. Let us not sell **it** cheaply.

Please feel free to contact me at any time with questions or concerns about the Union. This **is** your Union. You put the 'U' in our Union.

In Solidarity,  
Michael J. Fraser, President,  
U.F.C.W. Local 175.

## **UNITED FOOD & COMMERCIAL WORKERS**

The United **Food** and Commercial Workers is one **of** the largest, most powerful and respected unions in **North** America. **You** are one **of** 170,000 members in Canada and 1,300,000 members in North America.

The UFCW is the result of a merger between two of the oldest and most respected unions in North America; the Amalgamated Meat Cutters and Butcher Workmen **of** North America and the Retail Clerks International Union. **This** merger took place on June 6, 1979. The new union represents workers in nearly all aspects of Canadian life and is mirrored in the makeup **of** Locals 175 and 633.

### **U.F.C.W. LOCALS 175 AND 633**

Your local unions, with **over** 40,000 members, is the largest UFCW local union, and the largest local union of any union in Canada. Your local is larger than the majority of unions in North America.

This **Local** has the expertise, financial stability and resources to provide **you, the** member, with the best negotiating team, the best legal assistance, and the best all around service of any union in the country.

## **U.F.C.W. LOCALS 175 and 633 EXECUTIVE BOARD**

### **LOCAL 175 EXECUTIVE BOARD:**

#### **PRESIDENT**

Michael J. Fraser, Mississauga

#### **SECRETARY-TREASURER**

Wayne Hanley, Oakville

#### **RECORDER**

Betty Pardy, London

#### **VICE-PRESIDENTS**

Rick Alagierski, Mississauga

Jim Andress, Cobourg

Toni Armstrong, Orillia

Barry Baily, Nepean

Larry Bain, Utopia

Michael Brennan, Scarborough

John Brodhagen, Chesley

Lillian Courtnage, Brantford

Diana Crago, Thunder Bay

Guy Diana, Thunder Bay

Hyacinth East, Hamilton

Jacques Facette, Orleans

David Fox, Napanee

Sheila Grant, Cannifton

Sylvia Groom, Dundas

Wayne Harbin, Guelph

Ron Hughes, Stevensville

Margaret Hynes, Orleans

Tim Kelly, Stratford

Masood Khan, Scarborough

Cliff Kostyniuk, St. Catharines

Marie Lamont, London

Marilyn Lang, Brighton

Angus Locke, Kitchener

Robert Magee, London

Julie Marentette, Belle River

Ron McBurney, Port Hope

Ken McCarvil, Nepean

Irene Menzie, Belleville

Jim Montgomery, Welland

Gerald Morris, Thunder Bay

Pat Newell, Port Hope

Philip Palahnuk, Waterford

Frank Palmer, Hamilton

Helen Parks, Kitchener

Carol Partridge, London

Anna Pychel, Niagara Falls

Tyler Reinson, Fort Frances

Ron Roy, Mississauga

Scott Saunders, Barrie

Chris Scott, Cambridge

Sharon Scribilo, Keewatin

Ron Springall, Kitchener

Catherine Tweedie, Hamilton

Carol Van Helvoort, Toronto

Maxine Wheeler, Huntsville

Margaret White, Trenton

Thomas Williams, Baltimore

David Yates, Trenton

Wendy Zych, Kanata

### **LOCAL 633 EXECUTIVE BOARD**

#### **PRESIDENT**

Floyd Gutcher, Thoroid

#### **SECRETARY-TREASURER**

Karl Goennemann, St. Catharines

#### **RECORDER**

Bernice Dow, Downsview

#### **VICE-PRESIDENTS:**

Dan Bondy, Amherstburg

James Hobbs, Barrie

Patricia Bain, Willowdale

## What You Get For Your Union Dues

**Higher than average wages and benefits.** According to recent government statistics, unionized workers make, on average, **38%** more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.

**Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?

**Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Did you deserve a promotion and not get it? Are non-bargaining unit people doing your work? Were your bumping rights ignored? Is your sick pay late in coming? Have you been unfairly disciplined for a very minor mistake? The Grievance Procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you.

**Problems with Workers' Compensation or UIC?** The Union employs experts in cutting red tape and representing you to government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and out in the cold in these matters. They can only turn to expensive lawyers for help.

**Pensions, Dental Insurance, Sick Pay, Disability Insurance, etc.** Compare your benefits package with those of non-union friends and family. **Should** they **be** unable to work because of sickness or accident, would they trade their insurance protection for **yours**? You bet they would!

Add up what you paid in Union Dues last year (don't forget that they are tax-deductible). Compare that amount with what you spent on such things as hobbies, cigarettes, beer, movies, cable television or "impulse" gifts.



## OFFICERS



**Michael J. Fraser**  
President



**Wayne Hanley**  
Secretary-Treasurer



**Betty Pardy**  
Recorder.



**Ron Springall**  
Executive Assistant

As the elected officers of Local 175, it is our job to ensure the smooth running and day-to-day operations of your Local Union. We represent some 40,000 members across Ontario, of whom some 25,000 are retail workers. Others work in a wide variety of units, including nursing homes, funeral homes, hotels, processing plants, and manufacturing plants. This requires versatility, knowledge and tireless effort. To accomplish this job, we must be supported by a staff equally knowledgeable in their field of expertise. These include your Union Steward, Union Representatives, Benefits Representatives, a staff lawyer and communications. If we are not available or cannot answer a given question, we have the resources to find out. Remember, we are here to serve you.

## WHAT IS A UNION STEWARD?

A Union Steward is an elected front-line representative of the United Food and Commercial Workers. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

**Bring** any suspected **violation** of this agreement to the **attention** of the **Union Steward** as **soon** as **possible**, because **time limits may be important in winning your grievance**. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all **volunteers**. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this collective agreement, but only if you **are** willing to see it through.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. **If** you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, **talk** to your Union Representative. You might make a good Union Steward.

## **UNION SCHOLARSHIPS FOR HIGHER EDUCATION**

Unions believe that colleges and universities should be open to all qualified students, regardless of their income. Education at all levels is a social investment in the future which yields the greatest returns.

Scholarships can help. The **United Food and Commercial Workers Union** have three scholarship programs available to all members and their children. The International Union annually awards \$80,000 to 22 applicants across North America. These are the James A. Suffridge Fund and the Earl W. Jimerson Scholarship.

UFCW Canada also awards a number of William J. Beggs, Fred Dowling and Romeo Mathieu Scholarships every year to Canadian members and their children. These grants are worth \$500 each.

UFCW Locals 175 and 633 award 25 Mattie McKay-Pat Thompson Scholarships worth up to a maximum of \$750 each.

Local members have been frequent scholarship winners in the past and it is hoped that this good fortune will continue. In order to compete, applications must be sent in well ahead of time.

Applications for the UFCW International Union Scholarships must be submitted by **December 31 of the year before you plan to enter a post secondary institution.**

For the Beggs, Dowling, Mathieu Scholarships, you must apply before **September of the year you first enter college or university.**

The deadline for the Mattie McKay-Pat Thompson Scholarship is **August 1 of the year you plan to enter post secondary education.**

There are a limited number of scholarships available, so everyone **who** needs and deserves one cannot always receive one. However, you will never get one unless you apply. Call or write the UFCW, Locals 175 and 633, Education Committee for details.

Good Luck!

## THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if **both** management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green **book** which must be posted in every workplace.

### Employer's Duties

Among other things, the employer must:

- Provide information, instruction and training so that the employee **can** work in a safe manner.
- Acquaint the worker with any **workplace hazard**.
- Appoint a competent person as supervisor.
- Co-operate with and assist the health and safety committee and representative.
- Take every precaution reasonable for the protection of the worker.

### Supervisor's Duties

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

**Note:** Department Heads in the bargaining unit must also ensure that workers work in a safe manner, as above, but they **cannot** discipline workers who refuse, for example, to wear safety equipment. If a meat manager is unable to convince a fellow worker to wear a mesh apron when he is required to do so, he should simply report the situation to the Store Manager.

### Workers' Obligations

- **Use** all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

**Workers may not:**

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

**The Right to Refuse Unsafe Work**

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

## WORKERS' COMPENSATION

The Workers' Compensation Board (WCB) insurance program protects workers against loss of income due to job-related disabilities. Here are answers to the most commonly asked questions about WCB benefits:

**What do I do if I have an accident at work?** All accidents, even minor ones, must be reported to management immediately. If the accident is serious enough to leave work, you must **seek medical attention as soon as possible**. Accidents which only require a short recovery period or simple first aid must be recorded in the first aid book, which every workplace is required by law to have.

**What forms must be filled out to receive compensation?** Two forms are essential in order to receive WCB benefits. First, the yellow "**Employer's Report of Accident or Industrial Diseases**" must be filled out by management if, and only if:

- (a) You consult a doctor about your work-related disability, and/or
- (b) You lose work time **beyond the day of the accident**.

Please note that you do not have to actually lose time from work in order to initiate a WCB claim. Even if you consult a doctor and are sent back to work the next day, your employer must file their report. This is known as a "No Lost Time" claim.

The second form is a form called "Doctor's First Report". There should be a supply of these at your workplace and most doctors and hospitals will have them as well. This is filled out by your doctor at the time of your first visit for your disability. The doctor sends this form directly to the WCB.

**What are WCB benefits worth?** Once your claim is allowed, you will receive 90% of your net pre-accident earnings. WCB benefits are non-taxable. Maximum insurable earnings are 175% of the average industrial wage. This is re-calculated every year based on stats publicized by Statistics Canada. WCB cheques are sent every two weeks. A normal accident claim will take from four to six weeks to process before you begin receiving benefits, assuming that the two important forms are submitted right away.

**How long do WCB benefits last?** Most people who have workplace accidents are back to work within six weeks. Serious injuries can take months or even years to recover from. For between one year and eighteen months if you are judged to be totally disabled and the disability is considered temporary, the WCB will continue to pay benefits. After that, a wage loss system will begin. If you are permanently injured, the WCB can award you a very small permanent pension for the pain and suf-

fering caused by the injury and some wage loss compensation.

**If you are injured after January 2, 1990, you have a right to re employment after the injury. This right lasts for two years.** Even if you have permanent limitations on your ability to work, you still have the right to return to work. **There are four steps in this process.**

1. If you can do your old job without any restrictions, your employer has to offer it to you.
2. If you could do your old job if it were modified, then that has to be done.
3. If you can't do your old job even if it were changed, then your employer has to offer you another job.
4. If you can do another job if it were modified, then your employer is required to do **titis**.

**What if I have a health problem that is caused by my job but I didn't have an accident at work?** Back problems, tendonitis, carpal tunnel syndrome, fibromyalgia, Ring & Bag syndrome, etc., are just a few of the work-related disabilities suffered by UFCW members. If you feel you may be in the non-accidental work-related disability category, first consult your doctor. If he or she agrees that your problem is or is likely to have been caused by your job, a Doctor's First Report should be submitted right away. Inform your employer of your doctor's opinion and ask that the Employer's Report of Accident or Industrial Disease be submitted. Your employer cannot refuse to fill out this form. Only the WCB can decide whether or not you have a legitimate claim.

**What happens if my claim is turned down by the WCB?** You can appeal an adverse decision by the WCB. The Union will assist you and represent you, without charge. Do not consult a lawyer, since their services are not free. The Union employs WCB experts to help you.

**Wouldn't it be better off claiming sick pay?** In most cases, **NO**. However, if you have a non-accidental disability which requires you to take time off from work, consult the Union for advice.

**Does the WCB cover part-timers?** Yes. The same rules and benefits apply, regardless of the number of hours you work per week.

**What if my benefits are late or are cut off for same reason?** Contact the Union office without delay. All WCB enquiries are treated in the strictest confidence.

Remember **Never let management talk you out of filing a WCB claim. You may regret it later, when your disability won't go away. It is illegal for management to interfere with your right to make a WCB claim. If you have any problems or concerns, contact the Union office.**

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## **ARTICLE 1 - PURPOSE**

- 1.01** The purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees covered by this Agreement and to provide machinery for the prompt, equitable disposition of grievances.

## **ARTICLE 2 - RECOGNITION**

- 2.01** The Company recognizes the Union as the exclusive bargaining agent for all of its employees in Toronto, save and except forepersons, supervisors, persons above the rank of foreperson or supervisor, chief engineer, consulting chemists, chief chemist, nurse, office and sales staff, (janitors and watchmen working less than 24 hours a week), and all such employees shall be covered by this Agreement.
- 2.02** It is recognized that forepersons, in addition to their managerial functions, may do work that is ordinarily done by members of the Bargaining Unit, as defined in Schedule B herein.
- 2.03** In the event that the Company purchases the shares or assets of another company that do not principally involve leather tanning operations which are absorbed and carried on in Toronto then the employees working in this new subsidiary or division will not be covered by this Agreement. Employees covered by this Agreement will not have any rights or entitlements relating to such work.
- (a) However, the Company and the Union shall negotiate a separate Collective Agreement recognizing any such new Bargaining Unit, assuming that there are no subsisting bargaining rights that would preclude the Union.

## **ARTICLE 3 - UNION MEMBERSHIP AND UNION DUES**

- 3.01** It shall be a condition of employment that any employee who is a member of the Union upon the signing of this Agreement shall remain so for as long as he is an employee under this Agreement and that any new employee hired into the Bargaining Unit shall become a member of the Union at most 60 working days from his starting date and shall remain so for as long as he is an employee under this Agreement.
- 3.02** The Company shall deduct from the first wages and all subsequent wages due each employee, covered by this Collective Agreement, the regular union dues

and initiation fee as from time to time indicated, to the Company, by the Union, in writing. It shall be the responsibility of the Union to advise the Company of such obligations and no employee shall lose or be refused membership in the Union for non-payment of regular dues if the Union has not specifically advised the Company of such obligations.

The Union shall save the Company harmless from any costs whatsoever resulting from any dispute as between any employee or employees and the Union as the validity of obligation in respect of such regular dues.

**3.03** The Company shall remit to the Union, by the 15th of the month following deduction, all dues and fees deducted along with a list on the form provided by the Union showing from whom deducted, S.I.N., address of first deduction and if changed, and if no deduction the reason why. This information will be provided on computer diskettes, or tape, supplied by the Union, if software is mutually compatible.

**3.04** The Employer will ensure that all new employees, upon completion of the probationary period, complete a membership application form (as supplied by the Union) and forward the same to the Union Office with the regular monthly union dues.

#### **ARTICLE 4 - MANAGEMENT FUNCTIONS**

**4.01** All aspects of management shall be the exclusive prerogative of the Company, subject only to the terms of this Agreement.

#### **ARTICLE 5 - STRIKES AND LOCKOUTS**

**5.01** It is understood and agreed that there shall be no strike, concerted work stoppage, slowdown, or other such activity by the Union or by any of its members during the term of this Agreement or while negotiations for its renewal or amendment are in progress. It is further understood and agreed that should there be any strike, concerted work stoppage, slowdown, or other such activity by any of the said members, the Union shall make and continue to make every effort to prevent or stop such action and shall condemn such action.

**5.02** It is understood and agreed that there shall be no "lockouts" by the Company during the term of this Agreement or while negotiations for its renewal or amendment are in progress.

## **ARTICLE 6 - UNION REPRESENTATION**

- 6.01** For the purpose of discussing and adjusting matters arising out of the interpretation, application or administration of this Agreement, and for the processing of grievances as hereinafter set out, the Company shall recognize a Shop Steward for each thirty (30) active members (or majority fraction thereof) of the Union employed by the Company. One of the stewards shall be the Chairperson, and will be kept on day shift provided that, in the opinion of the Company, Chairperson being on day shift does not interfere with the efficient operation of the Plant. The Bargaining and Grievance Committee which shall be comprised of no more than three (3) members, shall meet with representatives of the Company as necessary. A Full-time Representative of the Union shall be a member of this Bargaining and Grievance Committee and attend all negotiating meeting, grievance meetings beginning at Step 2 of the grievance procedure contained hereinafter, and may attend any other meeting held between the Company and the Bargaining and Grievance Committee. Accredited officials of the Union shall have access to the plant premises upon reasonable notice to the Production Manager or designate.
- 6.02** For the purpose of processing employees' grievances as hereinafter set out, the Company shall recognize Shop Stewards as set out herein. The Union shall keep the Company informed, in writing and within 30 days of any changes in the members of the Bargaining and Grievance Committee, the stewards and the chairperson of the Bargaining and Grievance Committee. It is understood and agreed that the first responsibility of Shop Steward is to their work for the Company and they shall not leave such work except in the performance of their duties under this Agreement, and then only in such a way as to cause the least possible loss of production and order, and they must explain the nature of his business to each Supervisor involved.
- 6.03** The Shop Chairperson shall carry out any duties under this agreement under the same conditions as a Shop Steward but in respect of all those areas in which employees under this Agreement are employed.
- 6.04** Grievance Committee persons and Stewards shall not lose pay while carrying out their duties under this Agreement during regular working hours.
- 6.05** No employee shall, in any manner, be discriminated against on the basis of Union membership, Union activity, or the exercise of any rights under this Agreement.
- 6.06** No employee shall, in any manner, be discriminated against on the basis of race, religion, ancestry, national origin, sex or marital status as per the Ontario Human Rights Code.

- 6.07** Each employee shall have the right to examine their personal disciplinary file upon submission of a written request to the Company. A representative of the Company and the Union if requested, will be present during the examination of the file and if requested by the employee, will supply copies of any documents in the said file.
- 6.08** The Negotiating Committee will be comprised of three (3) members from the bargaining unit. Members of the negotiating committee will be paid eight (8) hours at their regular rate of pay for each day spent in negotiations, four (4) hours of which will be paid by the Company and four (4) hours will be paid by the Union.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01** Any employee with seniority who feels they have a grievance under this Agreement shall discuss the matter with their foreperson, with a view to prompt settlement or explanation thereof. The employee's Shop Steward may accompany that employee in such discussion if the employee so desires.
- 7.02** If the employee is not satisfied after the above discussion, the grievance shall be settled in accordance with the following procedure:
- Step 1** The grievance shall be set down in writing and presented to the Production Manager (or designate) within ten (10) working days of the occurrence of the issue being grieved. The Company shall answer the grievance in writing within five (5) working days from receipt thereof.
- Step 2** Should the employee or the Bargaining and Grievance Committee still not be satisfied, the grievance shall be referred to a meeting of the Bargaining and Grievance Committee and the Company. Such meeting shall be held as promptly as possible. Within eight (8) working days of such meeting, the Company shall deliver its answer to the Chairperson of the Bargaining and Grievance Committee, with a copy to the Full-time Union Representative.
- Should the above meeting not have taken place within fifteen (15) working days of referral, then either party may proceed to arbitration.
- 7.03** Time limits in this Article and Article 8 may be modified or extended by mutual agreement in writing.
- 7.04** **Discharge Cases**
- In the event that an employee with seniority is discharged, the Bargaining and Grievance Committee and the Full-time Union Representative shall be so

notified within two (2) working days where possible. A claim by an employee with ~~seniority~~ that such employee ~~has~~ been unjustly discharged shall be treated as a grievance ~~and~~ may be taken to arbitration if a written statement of such grievance is lodged with the Company under Article 7.02 (b), Step 2, within five (5) working days of the above notification to the Bargaining ~~and~~ Grievance Committee ~~and~~ the Full-time Union Representative.

Such special grievances may be settled by the Board of Arbitration by:

1. confirming the Company's action in dismissal of the employee;
2. reinstating the employee with full compensation for time lost; or
3. any other arrangement which ~~may~~ be deemed just and equitable.

**7.05** Matters arising out of the interpretation, application or administration of this Agreement of a general nature may be the subject of a grievance which may be initiated by either party. Such grievance shall be entered at the 2nd Step.

**7.06** Either party shall have the right to require the attendance of the grievor at any meeting held pursuant to the grievance procedure.

**7.07** An agreement reached between the Management ~~and~~ the Bargaining and Negotiating Committee, subject to due process, is binding on all workers affected and cannot be changed by any individual.

**7.08** If an employee's work record is free of suspension for a twelve month period, then all prior suspensions or written notations or warnings relating to the conduct of the employee, shall be removed from the employee's record.

**7.09** The Company agrees that if a meeting is called between the Company and an employee for the purpose of discipline a steward will be present, if a steward is present on that shift.

## **ARTICLE 8 - ARBITRATION**

**8.01** In the event that a grievance is not satisfactorily settled under the grievance procedure, either party may refer the grievance to a sole arbitrator.

**8.02** The party desiring the arbitration shall notify, in writing, the other party of its desire to arbitrate. Such notice shall contain a list of at least (3) qualified arbitrators.

- 8.03** The party receiving the notice shall forthwith either:
- (a) notify the first party of its acceptance of one of the arbitrators listed, or
  - (b) provide to the first party a list of at least three (3) qualified arbitrators, from which to choose.
- 8.04** If the parties are unable to agree on an arbitrator within 30 days of the first notice, then the Minister of Labour shall be requested to appoint an Arbitrator.
- 8.05** The Arbitrator shall convene a hearing as promptly as possible to hear the case.
- 8.06** The Arbitrator shall be given access to the plant, should such access be requested by either party.
- 8.07** The parties shall jointly bear the expenses, if any, of the Arbitrator.
- 8.08** The Arbitrator shall not be authorized to alter, modify, or amend any of the provisions of this Agreement.

#### **ARTICLE 9 - SENIORITY**

- 9.01** Subject to the provisions of this Agreement respecting the same, an employee's seniority shall be determined by the length of such employee's continuous employment with the Company.
- 9.02** The first sixty (60) working days of an employee's employment with the Company shall be a probationary period, after which such employee shall become an employee with seniority, dating from the day such employee commenced work. Absence of more than seven (7) days during the probationary period will be added to the period.
- 9.03** The Company shall have the right to discharge a probationary employee, with or without just cause, where the company has, in its sole discretion and in good faith, made a determination that the probationary employee is not suitable for continued employment with the Company.
- 9.04** An employee shall lose all seniority and shall be deemed to have quit the employ of the Company for any of the following reasons:
- (a) voluntarily quits employment with the Company;

- (b) is discharged and not reinstated through the grievance procedure;
- (c) fails to respond to recall as ~~herein~~ provided;
- (d) is absent on leave for more than three (3) months at one time except by agreement of the parties hereto;
- (e) fails to return from a leave of absence as herein provided;
- (f) is not recalled to work within:
  - (i) 20 months for employees with 20 years or more seniority;
  - (ii) 18 months for employees with 15 years or more seniority;
  - (iii) 12 months for employees with from one to 15 years seniority;
  - (iv) the period of actual seniority for employees with less than 1 year's seniority.
- (g) takes another job while on leave of absence without having received prior written permission from the Company to do so.
- (h) completes his/her entitlement for Weekly Indemnity Benefits as described in Article 18.06, or his/her Workers' Compensation total temporary disability benefits have ceased, and does not return to work within five working days of such completion, unless he is prevented from so doing for reasonable cause and has notified the Production Manager of such cause within that five (5) working day period.

**9.05** Lost seniority may be restored in whole or in part by agreement of the parties hereto.

**9.06** Lists showing the seniority of all employees under this Agreement shall be prepared and maintained by the Company and shall be open to inspection by the Bargaining and Grievance Committee. New lists shall be made up each year, shall be posted for a minimum of two weeks each year, and the Bargaining and Grievance Committee shall have a copy of each.

**9.07** (a) In the event new jobs are created or permanent vacancies occur, the Company will post such new jobs or vacancies for period of five (5) working days before new employees are hired in order to allow

employees with seniority in another classification to apply. If no ~~senior~~ employees apply, probationary employees will be considered.

- (b) If ~~no~~ applications ~~are~~ received by 10:00 ~~A.M.~~ on the ~~fifth~~ day following the posting date, the Company may ~~start~~ proceedings to ~~secure~~ applications from outside labour sources.
- (c) ~~In~~ the event that two or more employees with seniority apply for a ~~posted~~ job, the Company shall consider the skills, ability, and physical fitness of the applicants. Seniority shall govern only when two applicants ~~are~~ of equal standing in terms of these criteria, considered ~~on an overall~~ basis.
- (d) It is ~~agreed~~ that successful applicants ~~on~~ the job bidding procedure will not be permitted to re-apply for a period of ~~six (6)~~ months.
- (e) If, in the opinion of the Company, none of ~~the~~ applicants is qualified ~~to perform the open job, then the~~ Company has ~~the~~ right to ~~select any~~ other employee for the job or may hire from outside after first discussing ~~the~~ matter with the Union. If, in the opinion of ~~the~~ Union, the Company ~~has~~ not considered all of ~~the~~ relevant facts, then the matter may be taken up ~~through~~ the grievance procedure.
- (f) Employees with greater seniority who ~~are~~ ~~unsuccessful~~ in bidding on such jobs under ~~this~~ section shall be advised why they did not qualify.
- (g) (i) A temporary vacancy shall be defined as the longer of ~~thirty~~ (30) working days, or the period of the duration of the absence due to illness or ~~injury~~ of the individual who worked that job ~~previously~~, or until their termination, or by mutual agreement in writing by the parties hereto.  
(ii) However, ~~temporary~~ vacancies occurring during the period of posting may be filled by the Company in such manner as it may in its discretion determine.
- (h) Only the ~~first~~ vacancy shall be posted. Vacancies arising out of the original posting will ~~be~~ filled by the Company. However, an employee may apply in writing for the ~~second~~ vacancy created not later than ~~three~~ (3) days after such position becomes vacant ~~and~~ sections c, d, e, f, g, above will apply. If such employee is ~~refused~~ the second vacancy, that ~~employee~~ shall be advised of the reason for the refusal.



- (i) If an employee is transferred to another department due to lack of work, that employee may return to their former job before a new employee is hired for that job,
- (j) In the event that more than one employee is doing the same job, as a regular assignment, then the senior employee shall not be transferred from that job, provided such employee has equal skill and ability compared to any junior employee doing that same job.

**9.08 Regular Assignment**

For the purposes of this agreement regular assignment(s) shall mean having been assigned to that job or operation on a regular basis for the preceding six (6) months. Temporary transfers and layoffs will not be included in the calculation of the six months.

- 9.09**
  - (a) The Company shall distribute a form once each six months on which employees may make a written request to train on a specific job. The Company shall provide the employee, as soon as possible, with an opportunity to train on the requested job. The Company in its discretion has the right to terminate the training period, if the employee fails to demonstrate the required skills.
  - (b) Success in a training program does not entitle the employee to any rights of job selection, other than provided for in Article 10.01 or 9.07.

**ARTICLE 10 - LAYOFF AND RECALL**

- 10.01** When it is necessary to layoff employees, or to recall employees who have been laid off, the employees to be laid off or recalled shall be selected on the basis of seniority providing the senior employee has previously qualified on the job in the plant or can perform the work available satisfactorily without training. In the event that all jobs that require no training are filled by senior employees and further layoffs are required which involve skilled jobs, a senior employee may have only one opportunity to supplant any junior employee, providing such employee is able to attain the required skills of the junior persons's regular assignment within a ten (10) day training period. However, if such employee has twenty (20) years seniority or over, then he/she shall be given a fifteen (15) day training period. As between two employees who are fully competent to perform the work available seniority shall govern the selection. The rate paid for the job chosen by the employee exercising this right to supplant shall be the rate of the job, as listed in Schedule "A" Table 1, subject to the provisions of Article 15.01.

- (a) A notice of layoff issued by the Company shall contain:
- date the Notice is issued
  - **name** of the **person** being laid off
  - date the layoff is to commence
  - whether layoff is temporary (indicate term if known) or permanent
  - the entire text of Article 10.01
- (b) Accompanying the Notice of layoff will be a form entitled "Decision to Supplant" ("BUMP") on which the employee will be able to confirm, in writing, if and when he/she chooses to exercise his/her right to supplant, and to indicate the junior person being supplanted and the relevant regular assignment. This form must be signed and dated by the employee and a steward to be considered complete. The effective date of the decision will be the day the completed form is received by the Company.
- (c) The following jobs are considered skilled jobs and cannot be learned within the training period described in Article 10.01 above. This clause does not apply to employees who are performing, or who have previously performed these jobs.
- Sorter - Blue/Crust/Final
  - Operator - Lime/Tan Drum/Colouring
    - Splitting
  - Finish Mixing
  - Grain Buffing**
  - RCM Feed
  - Sample Work
  - Licensed Tradesperson
- (d) Notice of recall shall be sent to the employee's last recorded address and such employee shall have a maximum of five (5) working days in which to report for work. Seniority shall accrue during layoff.
- (e) An employee who has moved from his/her regular assignment as a result of a layoff, will upon recall or availability of work return to his/her regular assignment and rate.

**10.02**

Each member of the Bargaining and Grievance Committee and Stewards, will be retained in employment without regard to seniority so long as there is work available that they are competent and willing to perform. Such work shall not be higher rated than their regular work except by mutual agreement of the

parties hereto. Should an employee cease to be a member of the Bargaining and Grievance Committee or a Steward while layoff is in effect, such employee shall be dealt with under the normal layoff and recall procedures when the next layoff occurs.

**10.03** During periods of plant shutdown, when there is a staggered phase-down and phase-up of work, rights as described in Sections 10.01 and 10.02 above will not apply to supplant employees who are working on their regular assignments during these phase-down and phase-up periods. The schedule and duration of a plant shutdown will be posted by the Company, after discussion with the Union. (By way of example: the first department out is the first department back and so on, in sequence.)

**10.04** The Union Chairperson or designate shall be present when an employee is advised of layoff pursuant to Article 10.01. If the advice of layoff is provided in writing by mail, the Chairperson shall receive a copy of the advice on the day it is mailed.

- (a) The Company shall provide the Union Chairperson or designate with an up-to-date copy of the seniority list which includes the name, seniority, and regular assignment of all employees junior to the person being laid off.
- (b) The Company shall provide the Union office with a list of the names of such employees laid off within fifteen (15) working days of the date of layoff.

**10.05** (a) If any employee is to be laid off for a period of more than five (5) working days but less than ten (10) working days, and such period is not part of a vacation or shutdown as described in Article 10.03, then that employee shall receive one (1) day written notice of such layoff, or eight (8) hours pay in lieu of such notice.

(b) If an employee is to be laid off for more than ten (10) working days, and such period is not part of a vacation or shutdown as per Article 10.03 then the following will apply:

- (i) Employees with five (5) years or less seniority shall receive two (2) working days written notice of such layoff or pay in lieu of such notice.
- (ii) Employees with five (5) to twenty (20) years seniority shall receive five (5) working days written notice of such layoff or pay in lieu of such notice.

- (iii) Employees with more than twenty **(20)** years seniority shall receive ten (10) working days written notice of such layoff or pay in lieu of such notice.
  - (c) If insufficient notice is given as provided above, the employee will be paid eight (8) hours pay, at regular rate, for each day of notice not given.
- 10.06** Permanent layoffs shall be in accordance with the Employment Standards Act. Notice as described in 10.05 shall not be added to the notice requirements of the Employment Standards Act.

#### **ARTICLE 11 • LEAVE OF ABSENCE**

- 11.01** An employee with seniority will be granted a leave of absence without pay upon presentation of a certificate of a physician attesting to illness or other disability which prevents such employee from performing their regular duties. When an employee is able to ~~perform~~ their regular duties such employee shall so advise the Company and shall report for work within seven (7) days of the time such employee is able to ~~perform~~ their regular duties or such employee shall lose all rights under ~~this~~ Agreement.
- 11.02** A female employee who becomes pregnant will be granted a leave of absence in accordance with the terms and conditions set out in the Ontario Women's Equal Employment Opportunity Act. If she reports for work within two (2) months and seven (7) days from the date of delivery, she shall be returned to her former job or its nearest equivalent available. If she does not so report, she shall lose all rights under ~~this~~ Agreement.
- 11.03** On request from the Union, leave of absence without pay will be granted for official duties with the ~~Union~~. Such leaves shall not ~~exceed~~ one (1) week continuous (except in the case of the International Convention) or ~~three~~ (3) weeks accumulative per employee in one (1) year, shall not apply to ~~more than~~ three (3) employees at any one time, and shall not apply to more ~~than~~ two (2) members of the Bargaining ~~and~~ Grievance Committee or the Local Executive at any one time.
- 11.04** On request from the Union, the Company shall grant leave of absence without pay to an employee for a period not exceeding such employee's first time of office, but not longer than one year for full-time service with the Union, provided that the number of employees who, at any one time, shall be granted such leave, shall be mutually agreed.

**11.05** The Company may grant leave of absence without pay not exceeding three (3) months for reasons other than as set out herein. Such leaves shall not be refused unreasonably if such request is made in writing explaining the need for leave and is submitted a reasonable period prior to the required departure and specifies the date of return. Leave of absence must be approved in writing by the Company.

**11.06** Seniority shall accrue during the forgoing leaves of absence.

## **ARTICLE 12 - HOURS OF WORK**

**12.01** (a) The standard work week shall consist of forty (40) hours of work, eight (8) hours per day, Monday to Friday, except for the Lune Wash Function which will be Tuesday to Saturday. Should production requirements dictate a change in the work week (if production levels increase by fifty percent (50%) from the current production levels) the following will apply:

The standard work day may be eight (8) or ten (10) hours per day, Monday to Friday, or as specifically provided for in each department.

### **Department**

### **Regular Work Week**

Lime Yard  
wringing  
Setting  
Drying

Tuesday to Saturday  
Tuesday to Saturday  
Sunday to Thursday  
Tuesday to Saturday

The work day shall consist of eight (8) hours for the above.

The regular work week for the following departments will be Monday to Friday:

Finishing  
Plating  
Pasting  
Toggling and Staking  
Buffing

**Final Sort**  
Blue dort  
Splitting/Shaving  
Belt Trimming  
Fleshing  
Tannery Forklift  
**Tannery Operators**  
Colour Operators  
Load Preparation  
Maintenance

If four (4) ten (10) hour days are implemented it will be scheduled Monday to Thursday or Tuesday to Friday.

- (b) For employees hired after July 1, 1994, for the Monday to Saturday ~~shift~~, the work week shall consist of five (5) days, forty (40) hours ~~from Monday to Saturday~~ inclusive. The standard work day shall be eight (8) hours.

**12.02** The foregoing constitutes no guarantee by the Company to any employee of a specific number of hours or work, either ~~per~~ day or per week.

**12.03** A schedule of the starting and stopping times of each shift, including breaks and lunches for each department, will be posted two (2) weeks prior to implementation. The day shift will not be required to commence work later than 7:00 A.M. The afternoon shift will not be required to commence work later than 4:00 P.M.

- (a) The Company will allow each employee who wishes one break period of ten (10) minutes during each half of a standard work day.
- (b) The lunch ~~period~~ shall be thirty minutes, and shall be unpaid, except for continuous ~~shift~~ workers (i.e. those ~~that~~ work in departments that work continuously for 24 hours) or those working as colour ~~drum~~ operators who shall be entitled to a twenty (20) minute paid lunch period.
- (c) Employees will not cease to work or leave their departments prior to the times posted by the Company unless otherwise instructed by their Foreperson.
- (d) Employees must be at their work assignments ready to commence work at the times posted by the Company, unless otherwise instructed by their Foreperson.
- (e) No employee will be allowed to work unauthorized or unpaid overtime in addition to their ~~regular~~ hours.
- (f) Each employee shall punch their ~~own~~ Time Card only. Punching Time Cards other than an employee's own may be cause for dismissal.

- (g) When an employee is required to work overtime at the end of his shift, the employee will be given a ~~ten~~ (10) minute break prior to commencing overtime.

**12.04** The Company agrees that it will not call for a short work week (e.g. 3 day week, or 4 day week) unless any one of the following occurs:

- (a) a major breakdown of equipment which ~~interrupts~~ production for more than eight (8) hours;
- (b) layoffs have ~~taken~~ place to the point where the Company seniority list contains less than ~~ninety (90) names~~ of actively employed individuals, for a period of five consecutive working days. Actively employed means any employee with seniority who has not ~~been~~ laid off, suspended or is not absent on Workers Compensation or Sickness Benefit or on voluntary leave;
- (c) after discussion with ~~the~~ Bargaining and Grievance Committee, and by mutual agreement ~~between~~ the Union and the Company.
- (d) in case of force majeure

In the event that plant wide shutdown of 4 or more consecutive working days is required because of production levels, holidays and vacation period, or plant overhauls, the above clause will not apply during that period.

### ARTICLE 13 - OVERTIME

- 13.01 Work ~~performed~~ other than as set out in Article 12 shall be paid for at one and one-half time the employee's regular rate. However, work performed on Sundays or on holidays listed in Article 16 shall be paid ~~for~~ at twice the employee's regular rate.
- 13.02 The Company undertakes to assign overtime work as equitably as circumstances permit among those employees generally performing the ~~work~~.
- 13.03 Upon reasonable request, in writing, by the Union, the Company shall provide a list of overtime hours worked by employees.
- 13.04 In the event that the Company requires an employee to work overtime for a consecutive period of four (4) or more hours without having notified that employee the previous day, the Company will pay that employee a meal allowance of five (5) dollars.

**13.05**      Mechanical/Process Breakdown

In the event of a mechanical breakdown in the operations of "hide pick-up", "fleshing", "blue pick-up", "wringing" and "blue sorting", or in the event of a process breakdown which directly affects these operations, the daily workload for these operations must nevertheless be completed **so** as not to cause damage to the leather in process. Employees working in these operations shall be required under such circumstances to work overtime, if requested to do **so** by the Company, unless the employee has a reasonable explanation as to why he is not able to work the overtime.

**13.06**      In the event the Company requires an employee to work on his regular day off (excluding Sunday and Statutory Holidays) the employee will be paid one and one-half times ( $1\frac{1}{2}x$ ) their regular rate of pay.

**ARTICLE 14 - SHIFTS**

**14.01**      Unless otherwise arranged, a shift will be considered as worked on the day it commences. A shift commencing before **12:00** noon shall be deemed to be a first shift. A shift commencing after 12:00 noon but before 8:00 P.M. shall be deemed to be a second shift.

A shift commencing after 8:00 P.M. but before 4:00 A.M. shall be deemed to be a third shift. When an employee works on a second shift he shall receive a premium of (.40) per hour. When an employee works on a rotating third shift, he shall receive a premium of **fifty (50)** cents per hour. When an employee works on a permanent third shift, he shall receive a premium of \$1.00 per hour. Such premium shall not be subject to overtime premium.

**14.02**      Third shift premium will be paid to employees starting the day shift prior to 6:00 A.M. The premium will be paid from the **start** of the shift until 6:00 A.M. only.

**14.03**      In the event that **the** Company requests an employee to temporarily change shift, such employee will be notified of such transfer twenty-four hours prior to the commencement of the shift to which the employee is to be transferred. Failure to provide such notice shall result in the payment at time and one half the employees regular hourly rate for all hours worked on the first day of such transfer.

**14.04**      **As** long as there is **unanimous** agreement among those doing the rotating shift work, a fixed schedule can be established, subject to the approval of the Company.



## **ARTICLE 15 - WAGES**

**15.01** Schedule "A", attached to and forming part of this Agreement, sets out the basis of wage administration effective with the signing of this Agreement.

- (a) Any employee who as of May 28, 1994, has been paid at a higher rate than that shown in Schedule A, Table 1 shall be "red circled" for the term of such employee's employment with the Company. These employees are listed in Schedule "A", Table 3. The employee's red circled rate shall terminate if that employee has been laid off for a period of more than six continuous months, even if he subsequently returns to work pursuant to Article 10.01. Any employee, not listed in Table 3, replacing a red circled employee shall continue to receive the Schedule "A" Table 1 rate.
- (b) The employees listed in Table 3 shall be paid the red circled rate only when performing the specific job described in Table 3. For any other work the employee will receive the Schedule A, Table 4 rate for the job performed, subject to the provisions of Article 10.01
- (c) Any red circled employee listed in Table 3 who supplants (bumps) a person on the red circled list (Table 3) will receive the Table 4 rate for the job performed. If a red circled employee supplants (bumps) a person not listed on Table 3 he/she will receive the rates as per Schedule "A", Table 1.
- (d) Effective February 1, 1996, there will be a forty cents (40¢) increase to all wages and classifications in Table 3 and Table 4. Effective February 1, 1997, there will be a further forty cents (40¢) increase to all wages and classifications in Table 3 and Table 4. Effective February 1, 1996 there will be a thirty cents (30¢) increase to all wages and classifications in Table 1 and effective February 1, 1997 there will be a further thirty cents (30¢) increase to all wages and classifications in Table 1.

**15.02** In the event that the Company wishes to introduce a piece work rate, such introduction shall not take place until the Company and the Union have agreed on a set of time study rules to govern the establishment of such piece work rates. If an agreement on such rules cannot be reached, either party may submit the matter of Time Study Rules to Arbitration, pursuant to Article 8.

**15.03** Notwithstanding the forgoing, it is recognized that an appreciable change in methods, equipment, material or working conditions will justify an adjustment in hourly or piecework rates, and the degree of such change will be a major

factor in determining the extent of such adjustment. To ascertain the extent of such adjustment the job will be evaluated by the job evaluation system described in Schedule D herein.

If any such adjustment is made during the life of the Agreement, the employees affected shall accept the new rates for at least fifteen (15) working days.

If, at the end of such time, any employees affected are dissatisfied, the Steward or Stewards concerned may take the matter up with the appropriate supervisors and, failing prompt satisfaction, the matter may be processed as a grievance as follows:

- 15.04** Within fifteen (15) working days after the end of the fifteen (15) day period referred to above, the Bargaining and Grievance Committee shall request the Production Manager to arrange a meeting to review the question stating its reasons for disagreement and, within five (5) working days after such meeting, the Company shall deliver its final answer. If the Bargaining and Grievance Committee is not satisfied with the Company's answer, it may, within ten (10) working days from the receipt of such answer, process the matter to arbitration as set out in Article 8 with the added provision that the Arbitrator shall be a person experienced in matters of this kind.
- 15.05** Rate adjustments made as a result of the foregoing procedure shall take effect from the beginning of the first fifteen (15) day period above unless otherwise agreed by the parties or directed by the Arbitrator.
- 15.06** An employee who, for the convenience of the Company, is temporarily transferred to work for which the rate of pay is different from that in effect for such employee's regular work shall be paid, while so employed, as follows:
- (a) If the rate of pay for the work to which the employee is transferred is less than the employee's regular pay, such employee shall receive their own higher rate of pay.
  - (b) If the rate of pay for the work to which such employee is transferred is higher than the employee's regular pay, such employee shall receive the higher rate of pay for the work to which such employee is temporarily transferred.
- 15.07** An employee who, for the convenience and benefit of the employee, is temporarily transferred to other work instead of being laid off due to lack of work, breakdown of machinery or other like cause shall be paid, while so employed, as follows:

- (a) If the rate of pay for the work to which such employee is transferred is less than the employee's regular pay, such employee shall receive the lower rate paid for the work to which such employee is transferred.
- (b) If the rate of pay for the work to which such employee is transferred, is higher than the employee's regular pay, such employee shall receive the higher rate of pay for the work to which such employee is temporarily transferred, provided that the employee displays efficiency, skill or ability equal to that of the employees on the work to which such employee is transferred.

**15.08** Notwithstanding 15.06 and 15.07 above, an employee shall be paid their regular rate for the balance of the shift on which this temporary transfer takes place.

- (a) Should breakdown, shortage of material or other cause of a temporary nature make it necessary for an employee to "stand by", such employee may be assigned other work but shall be paid at their regular rate for the remainder of their shift or for a maximum of four (4) hours, whichever shall first occur.

**15.09** In the event an employee reports for work on their regular shift without previously having been told not to report, such employee shall receive at least four (4) hours' pay at their regular rate, or such employee may be required to perform four (4) hours' work at any job such employee is able to do, except in circumstances beyond the control of the Company, such as breakdown of major machinery, fire and power failure.

**15.10** The Company will set the rates for new classifications established during the lifetime of this Agreement provided that, after a trial period of fifteen (15) working days, the rate may be subject to the special grievance procedure as set out above. The existing rate structure shall be a major factor in determining such rates.

**15.11** If, as a result of such new classification, an employee would receive a reduction in rate, such employee will have the right to be transferred to any other job in the plant providing such employee has the competence required to perform the job, and further providing that such employee has more seniority than the worker "bumped". The Company shall allow a reasonable training period if such is required. Until such time as the worker is transferred to another job carrying the same rate of pay, such employee shall continue to receive their old rate. Such employee shall exercise their right to be so transferred within four (4) months, after which time such employee shall forfeit such right and shall accept the rate set for the new classification.

- 15.12** The Union will co-operate in the elimination of waste, inefficient production and poor workmanship.-.

**ARTICLE 16 - HOLIDAYS**

- (a) The Company **recognizes** the following holidays:

New Year's Day  
Dominion Day  
Good Friday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Two **(2)** Floater Days  
Victoria Day  
Civic Holiday

- 16.02** Each of the above holidays shall be observed on the day on which it falls unless otherwise declared by the appropriate **government** authority.

- (a) The two **(2)** Floater Days will be taken at a time mutually **agreed** to by the Company and the employee.
- (b) The Company also recognizes that for December 24th and December 31st, eight **(8)** hours will **be** paid for only if five **(5)** hours **are** actually worked **on** each day.
- (c) The Union **recognizes** that hill co-operation will be required in implementation. For the above listed holidays, section 16.04 below will apply.

- 16.03** All employees will be paid for the above holidays at their regular hourly rate or eight times their average hourly **earnings** during the preceding week, **as** the case **may be**. in order to qualify for payment an employee **must**:

- (a) have acquired seniority as of the date of the day of observance of the holiday;
- (b) work the last scheduled work day **prior to and ~~the~~ first** scheduled work day after the **observance** of the holiday, save that an employee through sickness who provides the Company on the day of their **return with an** explanation of the illness, in writing, **from a ~~Licensed~~ physician or** who

has been **granted** permission by the Production **Manager** or designate to be absent on one or both of the above mentioned days only. An employee does not qualify for the above holidays if such employee has been laid **off** for a lack of work more **than** seven days prior to the observance of the holiday.

**16.04** Any employee required by the Company to work on one of the above listed holidays and who does work will be paid the rate of double time for all hours worked, in addition to their holiday pay.

**16.05** If, a statutory holiday falls during **the** employee's claim **period** for WCB, UIC, or Weekly Indemnity, **the** Company will pay **only** the difference **between the** holiday pay and the benefit payment payable for that day to such employee. in no way shall **an** employee be able to "pyramid" benefits.

**16.06** Statutory Holidays for employees on a ten (10) hour work day, four **(4)** days a week, will be paid as follows:

If the **Statutory** Holiday falls on a day the employee is normally scheduled to work he/she will receive ten (10) **hours** pay. If the Statutory Holiday falls on a non-scheduled work day he/she will be paid eight (8) **hours**.

#### **ARTICLE 17 - VACATIONS**

**17.01** Each employee with seniority shall have a yearly vacation with pay based on their service **as** at June 30th of that year, according **to** the following formula:

- (a) The first and second weeks of vacation shall **be** in accordance with the Ontario Employment Standards Act or the following, whichever is greater.
- (b) 0 to 6 months service - Entitlement 0 weeks 4 % of **Gross Earnings**.
- (c) 6 months **to** 1 year service - Entitlement 1 **week** 4 % **of Gross Earnings** or 40 times Regular Hourly Rate whichever is greater.
- (d) 1 year to 4 **years** service - Entitlement 2 weeks 4 % of **Gross Earnings** or 80 times Regular Hourly Rate whichever is **greater**.
- (e) 4 years to 13 years service - Entitlement 3 weeks 6% of **Gross Earnings** or 120 times Regular Hourly Rate whichever is greater.
- (f) 13 years to 21 years service - Entitlement 4 weeks 8% of **Gross Earnings** or 160 times Regular Hourly Rate whichever is greater.

- (g) **21** years to **30** years service - Entitlement **5** weeks **10%** of Gross Earnings or **200** times Regular Hourly Rate whichever is greater.
- (h) **30** years or more service - Entitlement **6** weeks **12%** of Gross Earnings or **240** times Regular Hourly Rate whichever is greater.
- (i) After **40** years of service - Entitlement **7** weeks **14%** Gross Earnings or **280** times Regular Hourly Rate whichever is greater.

**17.02** For the purpose of **this** clause **gross** earnings shall mean the gross earnings of an employee from July 1st the previous year to June **30th** of the year in which the vacations apply, including but not restricted to public holiday pay and previous vacation pay. For piece workers, regular hourly rate shall be their average piece work earnings for the one year prior to June **30th**.

**17.03** Such vacations shall be taken in the calendar year in which they apply, and **so as** to cause the least possible interference with operations. Vacations must be exercised in the year they are due. Anyone asked by the Company to work during vacation periods shall **be** entitled to equivalent **alternate** time off without **pay**.

**17.04** If the Company recalls an employee **to** work from their vacation, such employee shall be paid time and one-half in addition to their vacation pay.

**17.05** (a) If an employee works less than 1200 regular hours during the twelve months preceding June **30**, then his/her vacation pay will not be the greater of the calculations described in 17.01 above, but will be calculated as a percentage of his/her gross earnings for the hours actually worked during the twelve months.

(b) Employees hired after July 1, 1994, must work 1500 regular hours or more during the twelve month **period** prior to June **30** in order to qualify for vacation pay calculated on the "whichever is greater" basis as described in Article 17.01.

**17.06** - Vacation pay will be paid on **the** last working day of each department, during the phase-down for summer shutdown.

**17.07** If **an** employee wishes to take more than three weeks vacation at any one time, then his/her request must **be** made in writing to the Company by April 1. If two or more employees request **the same** period, vacation will be assigned by **seniority**.

## **ARTICLE 18 - BENEFITS**

**18.01** The Company shall pay the full premium for full-time eligible employees, commencing the beginning of the month following the month in which that employee acquires seniority, for life insurance, weekly indemnity, major medical, prescription drug, and Ontario Health Insurance plans.

- (a) In the event that the Government of Ontario reinstates an individual payment system for universal health insurance, such as O.H.I.P was, then the Company shall pay such premium on behalf of each employee.

**18.02** It is agreed that any and all premium rebates to employees required by legislation on welfare matters will be applied directly towards the cost of the total welfare coverage.

### **18.03** Dental Plan

The Company agrees to participate in the United Food and Commercial Workers Trusteed Dental Plan and to remit for each Bargaining Unit employee enrolled effective January 31, 1996, twenty-two cents (22¢) per hour worked, up to a maximum of forty (40) hours per week, as defined below. January 31, 1997, the hourly remittance shall be increased by one cent (1¢) per hour.

### **18.04** Pension Plan

The Company agrees to participate in the Canadian Commercial Workers Industry Pension Plan and remit effective February 1, 1996, thirty-three cents (33¢) and an additional four cents (4¢) effective February 1, 1997, per hour for each Bargaining Unit employee enrolled for all hours worked, to a maximum of forty (40) hours per week, as defined below.

**18.05** In regard to the Dental Plan and the Pension Plan above:

- (a) The Company will remit the name, address, Social Insurance Number and other data that may be required for proper recording and administration of the plans.
- (b) The Company's only other administrative responsibility in the above plans is to initially enroll the employees and to give out claim forms. The Company will not be responsible in any way for the management of these funds, or for the payment of any benefits relating to the Dental Plan or Pension Plan.

- (c) **Hours** worked shall include regular hours, overtime hours, vacation hours, **statutory** holidays, bereavement pay, or any other paid hours provided for in the Collective Agreement.
- (d) The Company shall remit such monies to the plan trustees by the 23<sup>rd</sup> of the month following the hours worked.

**18.06** The payments under the Weekly Indemnity Plan shall be:

- (a) \$300.00 per week  
Length of Coverage:  
(52) weeks including Unemployment Insurance Coverage 3<sup>rd</sup> - 17<sup>th</sup> week
- (b) For employees hired after July 1, 1994, the payments under the Weekly Indemnity Plan shall be \$300.00 per week. Length of coverage is 41 weeks including U.I. coverage 3<sup>rd</sup> - 17<sup>th</sup> week.
- (c) After a claim of full duration eligibility is lost for further coverage for a recurrence of the same injury or illness until the employee has returned and worked for a minimum period of sixty (60) working days.

**18.07** The Company shall cease to pay all benefit premiums and benefit coverage shall cease:

- (a) for any employee laid off pursuant to Article 10(a), after thirteen (13) weeks from the date of layoff.
- (b) for any employee on leave of absence, after the first day of the month following commencement of leave.
- (c) unless the employee affected by paragraphs (i) and (ii) pays to the Company, in advance, prior to the first day of the month of coverage being purchased, the full monthly premium, as paid by the Company, for coverage or supplementary health care and life insurance benefits only.

**18.08** The Company agrees to provide a vision care plan providing a benefit of one hundred and fifty dollars (\$150.00) per person, including dependants, in any continuous period of 24 months. This plan will provide \$200.00 for contact lenses if they are prescribed because vision cannot be corrected to 20/40 acuity or better with eye glasses, but can be with contact lenses.



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**19.01** In the event of death in the immediate family (~~spouse~~, father, mother, child, ~~sister~~, brother, grandparent or parent-in-law) of an employee with ~~seniority~~, such employee shall ~~be~~ granted, upon notification, up to three (3) successive regular working days of absence without ~~loss~~ of pay, including the day of the funeral. Payment will ~~be~~ based ~~on~~ the regular scheduled hours of work in the plant up to a maximum of eight (8) hours per day at the employee's regular day rate.

**ARTICLE 20 - EMERGENCY GUARANTEE**

**20.01** If a ~~maintenance~~ employee ~~has~~ clocked ~~out~~ and left the premises, ~~and~~ is recalled to ~~perform~~ emergency work, such employee shall ~~be~~ paid a ~~minimum~~ of four (4) hours at ~~one and one-half~~ times their regular ~~rate~~. The employee will ~~be~~ allowed to go home when the emergency job is ~~finished~~ and checked over.

**ARTICLE 21 - TOOL ALLOWANCE**

**21.01** The following employees will be granted a tool allowance of up to \$130.00 in any one calendar year for ~~the~~ replacement of tools. Payment will ~~be~~ issued promptly upon submission of receipts and a written description of the tools purchased.

D. Campbell	W. Morrison
L. McRae	<b>J. Rounis</b>
<b>E. Onoufriou</b>	<b>R. Lue</b>

**21.02** The employees ~~listed in 21.01~~ above who are not licensed ~~tradespersons~~ will normally ~~do~~ production work although they may be called upon from time ~~to~~ time, ~~based~~ on their qualifications, to do maintenance or repair work.

**ARTICLE 22 - JURY DUTY**

**22.01** In the event that an employee is precluded from ~~working their regular shift or shifts~~ due to being called for and reporting for jury duty, the Company agrees to make up the difference in pay ~~between~~ the amount received for jury duty and the ~~amount~~ the employee would have ~~received~~ for ~~working their regular shift or shifts~~. If ~~the~~ employee is not chosen, such employee must report back to work within two (2) hours. On being chosen for ~~jury~~ duty, the ~~employee~~ shall immediately notify the Company.

## **ARTICLE 23 - SAFETY AND HEALTH**

- 23.01** The Company shall **make** reasonable provision for the safety and health of the employees during the hours of their employment.
- 23.02** Protective clothing and devices deemed necessary by the Company, and as required by legislation, to protect employees from injuries shall be supplied by the Company.
- Such protective clothing and devices must be worn and utilized by the employee as instructed. at all times, as necessary.
- 23.03** If the Company introduces a chemical, not previously used, the Joint Safety and Health Committee will **determine** it's proper classification within the chemical group listing supplied by I.A.P.A. The **Committee** will also ensure that the precautions **noted** under the chemical classifications **an** adhered to in all respects.
- 23.04** The Company will provide water coolers in convenient places in the **Plant**.

## **ARTICLE 24 - NOTICES**


- 24.01** The Company agrees that notices concerning **Union** activities may be posted in **the** plant on the bulletin board provided by the Company, subject to the following conditions:
- (a) Such notices shall receive the **stamped** approval of the Company prior to posting.
  - (b) No change shall **be** made in any such notice. either by the Company or by **the** Union, after it has received the **stamped** approval of the Company.
  - (c) No notice shall be **posted** except **on** the bulletin board **as** provided.
- 24.02** The Union agrees that it will not distribute or post or cause to **be** permitted to **be** distributed **or** **posted on the** property of the Company, for or **on** its behalf, any pamphlets, advertising or political matter, notices or any other kind of literature except with the written permission of the Company.
- 24.03** Ail notices and letters sent to the Union shall **be** addressed to the Full-time Representative, 2200 Argenta Road, Mississauga, Ontario **L5N 2K7** with a copy to the chairperson of **the** Bargaining and Grievance Committee. The Union shall advise the Company of any changes in **this** address.

- 24.04** All notices and letters sent to the Company shall be addressed to The Vice President, A. R. Clarke Limited, 633 Eastern Ave., Toronto, Ontario, M4M 1E5.
- 24.05** The Company shall provide ~~the~~ Union, in writing, the names and titles of senior supervisory personnel.
- 24.06** The Company shall notify the Union Chairperson of any appreciable change of methods, equipment, material or working conditions.

#### **ARTICLE 25 - FOOTWEAR**

- 25.01** The Company will supply CSA approved safety shoes or boots on the basis of one pair per employee per year to be issued on or before December 1st. Employees will ~~be~~ required to ~~return~~ used pair of safety boots in order to receive the new pair. In the case of rubber boots, these will be replaced when necessary, only upon the return of the ~~used~~ pair. New employees will be required to provide their own first pair of safety boots. Such safety footwear must be ~~worn~~ by the employee at all times while at work.
- 25.02** The Company shall supply all maintenance employees with three (3) shirts and three (3) pairs of pants.

#### **ARTICLE 26 - DURATION OF AGREEMENT**

- 26.01**  ~~Unless~~ changed by mutual consent, the terms of this Agreement shall continue in effect until the 31st day of January 1998 and shall continue automatically from year to year ~~thereafter, unless either party~~ notifies the other in writing, not more than one hundred twenty (120) days ~~and not less than thirty (30) days~~ immediately prior to the expiration date, that it desires to amend or terminate the Agreement.
- 26.02** The parties shall agree upon a date, to ~~begin~~ negotiation, within fifteen (15) days following notification for amendment as provided hereinbefore.
- 26.03** If, pursuant to such negotiations, ~~an~~ Agreement is not reached on the renewal or amendment of this Agreement, or the ~~making~~ of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

Signed this 12<sup>th</sup> day of September 1996

**FOR THE COMPANY:**

K.S.B.  
Ken Barden

Jeanne Rounis  
Jeanne Rounis

**FOR THE UNION:**

Milton Dutcher  
Milton Dutcher

Elias Onoufriou  
Elias Onoufriou

Nyan Momodeu  
Nyan Momodeu

Teresa Suppa-Magee  
Teresa Suppa-Magee  
Union Representative

## SCHEDULE "A"

### WAGE ADMINISTRATION

#### Hourly Rate

The basic hourly **structure** is shown in Table 1. These rates **are** effective July 1st, 1994, for all employees hired after that date. Employees receiving rates higher **than** those shown for their work are listed in Table 3 and will continue to receive the higher rates listed in Table 4 subject to Article 15.

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The Company will make changes to piece work rates by application of Article 15.03. As of signing of Agreement there are **no** piece work rates in plant.

#### Starting Rates

**Starting** rates shall **be** adjusted as follows:

- **Start** date to **six** months - 20% less than Table 1, job rate
- **Six** to twelve months - 15% less than Table 1, job rate
- twelve to eighteen months - 10% less **than** Table 1, job rate

Rates shall **be** calculated to the nearest cent.

#### Pay Equity

The Company has purchased the "Neutralizer" plan and **has**, with **the** Union, established a Pay Equity Committee, which has initiated a Pay Equity Program.

Upon the completion of the **Sixty** (60) day **period**, **the** Company and Union will meet to discuss any errors or omissions, of which they have been advised, in order to make the necessary changes to confirm Tables 1 and 3.

#### Wash Up Time

Rates which appear in Schedule "A". Tables 1, 3 and 4 reflect the elimination of the wash up time effective April 21, 1996.

**S** \_\_\_\_\_

Rate is based full 8 hours of work per shift on that job. Employees training on any job will receive level 1 scale.

	<b><u>EFFECTIVE FEB. 1/96</u></b>	<b><u>EFFECTIVE FEB. 1/97</u></b>
<b>LEVEL 1 -</b>	<b>\$11.80</b>	<b>\$12.10</b>
Feeding, Take <del>OFF</del> , and Operators of all <del>Finishing</del> Equipment:		<b>Plating</b>
<b>Spray</b>		Embossing
RCM		Split Bundling - two persons
Ironing		Crust and Blue Trimmers
<b>DRM</b>		Unbundling
Measuring		Hand <b>Brushing</b>
Oiling		<b>Staking</b> Helper
Brushing Machine		Tradesman's Helper
Stick Kiln or Kiln		Any <del>Dry</del> End Work, not otherwise specified.

	<b><u>EFFECTIVE FEB. 1/96</u></b>	<b><u>EFFECTIVE FEB 1/97</u></b>
<b>LEVEL 2 -</b>	<b>\$12.80</b>	<b>\$13.10</b>
Side Measuring - Take off		Baler
Box Brusher		Vacuum Dryer
Staking		Side Bundling - one person
Toggling		<b>Wringer - Take OFF</b>
Spot and Buffing		Splitter - Take Off
Setting Out		<b>Any</b> Wet End Work, not otherwise specified.
Feeder/LTD Drier		
Feeder/Split Conveyor		

	<b><u>EFFECTIVE FEB. 1/96</u></b>	<b><u>EFFECTIVE FEB 1/97</u></b>
<b>LEVEL 3 -</b>	<b>\$13.97</b>	<b>\$14.27</b>
Forklift or Electric Truck Operator		Side and Split Buffers
Hide House Operator		Blue Split conveyor Trimmer and <b>Sorter</b>
Grease Operator		Shavers
Wringers		Hide Trimmer
		Crust <b>Sorter</b>

	<u>EFFECTIVE FEB. 1/96</u>	<u>EFFECTIVE FEB 1/97</u>
<b>LEVEL 4 -</b>	<b>\$14.67</b>	<b>\$14.97</b>
Sample Work	Lime hilling	
Final Sorters	Blue or Colour Pickup	
Beam House Operator	Hide Hooking	
Class A Finish Mixer	Fleshing	

	<u>.1</u>	<u>EFFECTIVE FEB 1/97</u>
<b>LEVEL 5 -</b>	<b>\$15.42</b>	<b>\$15.72</b>
Tan Drum Operator	Blue Sorter - one person	
Colour Drum Operator	Splitter Operator	

<b>MAINTENANCE</b>	<u>EFFECTIVE FEB. 1/96</u>	<u>EFFECTIVE FEB 1/97</u>
Licensed Tradesperson <i>with:</i>		
- Trade School Certificate (or 120 hours or more of instruction)+	<b>\$15.69</b>	<b>\$15.99</b>
- 2 licenses	<b>\$17.74</b>	<b>\$18.04</b>
- 3 or more licenses	<b>\$19.78</b>	<b>\$20.08</b>

	<u>EFFECTIVE FEB. 1/96</u>	<u>EFFECTIVE FEB 1/97</u>
<b>MISCELLANEOUS-</b>	<b>\$10.55</b>	<b>\$10.85</b>
Watchman	Painting	
Janitorial	Yard Work	

**SCHEDULE "A" - TABLE 2**

- (a) The Company agrees to contribute **two cents (2¢)** per hour, for all hours worked by bargaining **unit** employees, to the **"United Food & Commercial Workers Education and Training Fund"**. In determining hours worked and date of remittance the **terms** set out herein before in Article 18, (c) and (e) shall apply.

The **remittance shall be made** payable to "U.F.C.W. Local 175, Education and Training **Fund**" and shall be mailed to the **Local Union** Secretary-Treasurer at the address **set** out herein before in Article 24 **as may be amended** from time to time.

- (b) The Company agrees **to pay 50%** of cost of printing the **new** Collective Agreement.



**SCHEDULE "A" - TABLE 3**  
**RED CIRCLED RATES PRIOR TO MAY 28, 1994**

<b><u>EMP#</u></b>	<b><u>EMPLOYEE NAME</u></b>	<b><u>JOB DESCRIPTION &amp; REGULAR ASSIGNMENT</u></b>	<b><u>EFFECTIVE FEB 1, 1996</u></b>	<b><u>EFFECTIVE FEB 1, 1997</u></b>
006		Bunding	\$19.22	\$19.62
271		Presort/Lead Hand	\$15.59	\$15.99
944		Shaver	\$15.35	\$15.75
92		Wringer Crew	\$15.48	\$15.88
598		Mechanic	\$16.82	\$17.22
433		Plating	\$14.47	\$14.87
157		Shaver	\$16.75	\$17.15
420		Plating	\$14.47	\$14.87
96		Wringer Crew	\$15.32	\$15.72
93		Split Feeder	\$16.48	\$16.88
41		Splitting Maintenance	\$17.67	\$18.07
91		<b>RCM Op</b>	\$14.43	\$14.83
611		Setting	\$15.60	\$16.00
150		Setting	\$15.60	\$16.00
831		<b>Lime Puller</b>	\$19.22	\$19.62
67		Electrician	\$17.84	\$18.24
318		Mechanic	\$16.87	\$17.27
64		Truck Op	\$15.97	\$16.37
48		Splitter	\$17.40	\$17.80
355		Season Op	\$14.88	\$15.28
169		Head Setter	\$15.04	\$15.44
61		Split Conveyor Sorter	\$14.85	\$15.25
124		Finish Feed/Take Off		
553		Finish Feed/Take Off		
066		Frk/Electric Trk Op		
579		Vacuum Dryer		
613		LIC TRD - 3/3 + LIC		
300		Vacuum Dryer		
575		Vacuum Dryer		
398		<b>Spray</b>		
201		Grain Buffer		
297		Vacuum Dryer		
551		Final Sorter		
546		Final Sorter		
597		LIC TRD - 2 LICs		
058		Baler		

<u>EMP#</u>	<u>EMPLOYEE NAME</u>	<u>JOB DESCRIPTION &amp; REGULAR ASSIGNMENT</u>	<u>EFFECTIVE FEB 1, 1996</u>	<u>EFFECTIVE FEB 1, 1997</u>
135		Vacuum Dryer		
293		Toggling		
316		Vacuum Dryer		
212		Grain Buffer		
122		Colour Drum Oper		
294		CL A Finish Mixer		
306		Vacuum Dryer		
319		Colour <b>Drum</b> Oper		
006		Lime Pulling		
323		Tan Drum Oper		
148		Vacuum Dryer		
304		<b>Beam</b> House Oper		
123		Tan Drum Oper		
121		Grain Buffer		
799		RCM		
812		Beam House Oper		
824		Setting Out		
841		Tan Drum Oper		
936		Blue Sorter		
001		Plating		
067		Electrician		
999		Hide <del>House</del> Oper		
500		Shaver		
007		Grain Buffer		
011		staking		
920		staking		
922		RCM		
923		Hide Fleshing		
925		Finish <del>Feed</del> /Take Off		
928		Finish <del>Feed</del> /Take Off		
951		Blue & Colour Pick Up		
929		Shaver		
957		staking		
958		<del>Grain</del> Buffer		
961		Colour <b>Drum</b> Oper		
962		Forklift/Elec Trk Oper		
963		Setting Out		
966		Setting Out		

<u>EMP#</u>	<u>EMPLOYEE NAME</u>	<u>JOB DESCRIPTION &amp; REGULAR ASSIGNMENT</u>	<u>EFFECTIVE FEB 1, 1996</u>	<u>EFFECTIVE FEB 1, 1997</u>
968		Setting Out		
657		Hide Fleshing		
627		Measuring Equip		
628		Vacuum Dryer		
629		Blue & Colour Pick Up		
636		Finish Feed/Take Off		
638		Final Sorter		
656		Plating		
649		Hide Hooking		
662		RCM		
663		Hide Hooking		
664		Plating		
666		Bundling		
667		Crust Trimmer		
668		Spray		
639		Feeder/LTD Dryer		
671		Finish Feed/Take Off		

SCHEDULE "A" - TABLE 4 (RED CIRCLED RATE CATEGORIES)

	<u>EFFECTIVE FEB. 1/95</u>	<u>EFFECTIVE FEB. 1/97</u>
Watchmen	\$12.69	\$13.09
LEVEL "A"	\$14.15	\$14.55
All light Dry End duties including: Feeding and Take Off of all Finishing, Spray RCM Ironing DRM Measuring Equipment Bundling Gauging Split Trimmers Blue/Crust  Sample Work Spray and RCM Operators Oiling Operators		
LEVEL "B"	\$14.43	\$14.83
Brushing Machine Feed and Take Off; Box Brusher Staking Stick Kiln Toggling Spot and Back Buffing Plating Setting Out Feeder/LTD Drier Feeder/Split Conveyor		

	<u>EFFECTIVE FEB. 1/96</u>	<u>EFFECTIVE FEB. 1/97</u>
<b>LEVEL "C" -</b>	<b>\$14.70</b>	<b>\$15.10</b>
Fork Lift or Electric Truck Operator		
Hide House Operator		
Grease Operator		
Baler		
Embossing Machine Feeders		
Vacuum Dryer Operators		
Wringers		
Grain Buffers		
Blue Split Conveyor Trimmer and Sorter		
<b>LEVEL "D"</b>	<b>\$14.95</b>	<b>\$15.35</b>
Final Sorters		
Shavers		
Embossing Machine Operator		
Beam House operator		
Class A Finish Mixer		
<b>LEVEL "E" -</b>	<b>\$15.55</b>	<b>\$15.95</b>
Tan Drum Operators		
Colour Drum Operators		
Whole Hide Fleshing		
Hide Hooking		
Lime Pulling		
Blue and Colour Pick Up		
Blue sorter		
Splitter		

**EFFECTIVE FEB. 1/96**

**EFFECTIVE FEB. 1/97**

**Maintenance**

Unlicensed Tradesperson                      **\$14.93**                      **\$15.33**

Licensed Tradesperson with:

- Trade School Certificate                      **\$16.66**                      **\$17.06**  
  or 120 hours or more of instruction
- 2 licenses    **\$17.84**                      **\$18.24**
- 3 or more licenses                                      **\$19.88**                      **\$20.28**

New jobs will be added to the correct level

## **SCHEDULE "B"**

The following **staff** are covered by Article 2.02, and are permitted to perform the work described **below**, based on the **maximum** hours per day.

- 3 hrs.** Kalco Kalcovski:  
checking leather, slot **test**; trimming, moving of skids, splitting, **and** shaving;  
and general maintenance, plant improvements **and** cleaning.
- 3 hrs.** Leeland McGregor  
moving tables of leather with electric truck; moving wet leather/horses to **and**  
**from** drying areas, **checking**, sorting **and** trimming leather; sample drying,  
testing machinery & process. **start/stop** machinery, fork lift operator.
- 3 hrs.** Bobby Patel:  
moving leather with electric truck; may **operate**, **feed**, or take **off** from any  
finishing equipment; colour mixer **and** matcher.
- 3 hrs.** Richard Dziemlanko:  
move leather with electric truck, colour mixing. May operate, feed, or take **off**  
**from** any finishing equipment.
- 8 hrs.** Louis Cabral:  
sample finishing, colour mixing, may operate, feed, or take **off** from any  
finishing equipment.
- 8 hrs.** Simmie Wong:  
colour matching, sample spraying, lab testing, may operate any finishing  
equipment.
- 2 hrs.** Therold Lue:  
maintenance or repairs of any **nature**.
- 2 hrs.** Harvey Wood:  
forklift driving; shipping and receiving; **maintenance and** repairs of any **nature**.
- 8 hrs.** Charles Behiok:  
dye matching, colour drum operating.
- 8 hrs.** Tommy Skarjak:  
dye matching, colour drum operating.

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- 8 hrs. German Alabaszowski:  
watchman, 4 hours: any **type** of production work.
- 3 hrs. Paul Novisedlak:  
Moving tables of leather with **electric truck**; move wet **leather/horses** to and from drying **areas**; **checking**, sorting and **trimming** leather; sample drying, testing machinery **and** process; **start/stop** machinery; fork lift operator.
1. The parties agree that **the staff** may **perform** bargaining unit work for **the** purpose of a) **instruction**, b) introduction **and/or testing** of new procedures or equipment, c) in **the case** of an emergency, or d) when **no** bargaining unit employee is available who **has the skills** required for the job.
  2. Staff will be **permitted to** do bargaining unit work other **than** described above by **mutual** consent of **the Union and** Company, both **parties** acting reasonably.



**SCHEDULE "C"**

**D**

The parties hereto agree *that* once the Pay Equity Plan is in place, under the Pay Equity Act of **Ontario**, the resultant Benchmark Job points and job questionnaires will be a basis for future re-evaluation of the jobs using the NEUTRALIZER Evaluation Plan.

All new bargaining unit jobs created by the Company will be evaluated using the NEUTRALIZER.

**Any** disputes *arising as* a result of such Post Pay Equity evaluations or re-evaluations which are not settled by the grievance procedure will be submitted to Arbitration as provided herein before.

At the time of printing, changes to the Workers' Compensation Act, Bill 165 is before the Legislature.

There are some significant changes in Bill 165 that will strengthen the rights of injured workers to return to their pre-accident work, increases to older injured workers' pension of \$200.00 per month. A Bi-partite Board of Directors and a Royal Commission will undertake an inquiry into the Workers' Compensation System, and report back to the Minister of Labour by June 30, 1996.

## UNEMPLOYMENT INSURANCE

Unemployment Insurance is not welfare. It is a system of providing **partial** income replacement for people who have an interruption of earnings. Both you and your employer pay weekly premiums to the Unemployment Insurance Commission and you are entitled to benefits if **you** meet certain eligibility requirements. You should apply for U.I. benefits if you fall into one of the following categories.

**Laid off** — If you are out of work due to lay-off and you have worked 20 weeks during the last 52 weeks, you are eligible for benefits. If you worked between 14 and 19 weeks, you may be eligible and should file a claim. There is a two-week waiting period, benefits will start the third week and continue up to 50 weeks. **Your** maximum benefits may be less than 50 weeks, depending on a number of factors.

**Discharged or Quit**— No regular benefits are paid to those workers who quit a **job** without just cause or **who** are fired for misconduct. You may appeal a disqualification. Contact your Union, if you wish assistance **with your** appeal.

### Benefit Rate

Benefits are paid at fifty seven percent (57%) of the average weekly insurable earnings in the qualifying weeks, **fifty** percent (50%) for those who refuse suitable **work** or **job**.

Weekly benefit is calculated on the last twenty (20) weeks of insurable employment in the qualifying period or ten to nineteen (10-19) if less than twenty (20).

Benefits **are** taxable, and the 1994 maximum benefit, is four hundred and forty-five (\$445.00) weekly.

### Qualifying Conditions

The number of qualifying weeks **are** according to the rates of employment in the respective economic region.

## Regular Benefits

**Table 1**

### Entrance requirements

Regional rate of unemployment	Weeks of insurable employment in the qualifying period
6% and under	20 weeks
over 6% to 7%	19 weeks
over 7% to 8%	18 weeks
over 8% to 9%	17 weeks
over 9% to 10%	16 weeks
over 10% to 11%	15 weeks
over 11% to 12%	14 weeks
over 12% to 13%	13 weeks
over 13% to 14%	12 weeks
over 14% to 15%	11 weeks
over 15%	10 weeks

### Sickness

You must have worked at least fifteen (15) weeks during the last fifty-two (52), to qualify, and benefits will be paid for a maximum of fifteen (15) weeks. Medical reports are necessary to obtain Unemployment Insurance Sick Benefits.

### Maternity Benefits

Up to fifteen (15) weeks of maternity benefits are payable, if, the natural mother has twenty (20) weeks of insurable employment. A medical certificate is required, showing the anticipated date of birth. Benefits are payable, eight (8) weeks before expected confinement and this period ends seventeen (17) weeks afterwards.

The maximum you can collect is fifteen (15) weeks.

### **Parental Benefits**

Ten **(10)** weeks of parental benefits may be received by the adoptive or natural parents, either the mother or father, or shared between them as they deem appropriate.

Parental benefits may be extended to five **(5)** more weeks in cases where the child is six months of age or older when the child arrives home, and the child suffers from a physical, psychological or emotional condition. These benefits can also be shared by both parents.

### **What you need to apply for U.I. benefits:**

- A Record of Employment from the company. **You** must fill out an application for benefits **immediately**, and you may hand in the Record of Employment later. If you have problems obtaining it, inform your local Canada Employment and Immigration Centre (CEIC).
- An **application** for benefits, Obtainable at CEIC offices.
- A **doctor's report** for sickness or maternity benefits, these forms are also obtainable at CEIC offices.

If **you** have any questions or problems with U.I.C. call your local CEIC office. If your problems continue, contact the Union Office.

# NORTHERN REGION



**Dan Onichuk**  
Director



**Bill Kalka**  
Union Representative



**Luc Lacelle**  
Union Representative

## **REGIONAL OFFICE:**

135 N. Syndicate, Suite 400, Thunder Bay, Ont. P7C 3V3

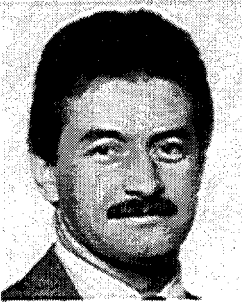
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(800) 465-6932

# EASTERN REGION



**John Fuller**  
Director



**Warren Kennedy**  
Union Representative



**Dan Lacroix**  
Union Representative



**Wendy Zych**  
Union Representative



**Ian Miller**  
Union Representative

## **REGIONAL OFFICE:**

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## SOUTHWEST REGION



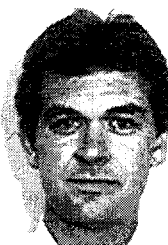
**Bud Adam**  
Director



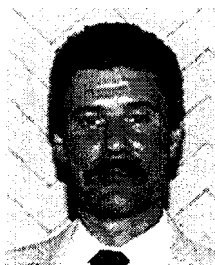
**Wendy Absolom**  
Union Representative



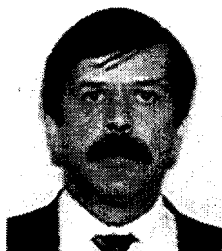
**Susan Bayne**  
Union Representative



**Tim Oribine**  
Union Representative



**A. G. Sherman**  
Union Representative



**Larry Bain**  
Union Representative



**Richard Woodruff**  
Union Representative

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# CENTRAL AND SOUTH-CENTRAL REGIONS



**Jim Hastings**  
Director



**Reg Baughan**  
Union Representative



**Kathie Chrysler**  
Union Representative



**Sharon Gall**  
Union Representative



**Jerry Clifford**  
Union Representative

## **REGIONAL OFFICE:**

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## CENTRAL REGION



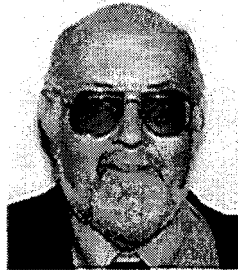
**Harry Sutton**  
Union Representative



**Teresa Suppa-Magee**  
Union Representative



**Don Morin**  
Union Representative



**Jim Hobbs**  
Union Representative

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## ADMINISTRATION

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**Jim Andress**  
Director



**Jay Nair**  
Health, Office, Professional  
and Education (H.O.P.E)  
Sector Co-ordinator



**Dave Killham**  
Political Action,  
Communcations  
and Education  
Co-ordinator

# ORGANIZING TEAM

(905) 821-8329

(800) 565 8329



**John Fuller**  
Director



**Michael Duden**  
Organizer



**Richard Wauhkonen**  
Organizer

## **BENEFIT DEPARTMENT**

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**Herb MacDonald**  
Benefits Co-ordinator

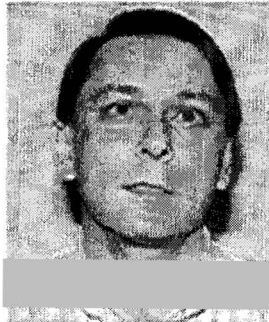


**Maureen McCart**  
Benefits Departmen

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**Robert Linton**  
Communications Liaison

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**Elvin Kucey**  
Legal Counsel

Legal Counsel