

SOURCE	10		
12/02/90 EFF.	93	07	01
TERM.	97	06	30
EMPLOYEES	184		
NOMBRE D'EMPLOYÉS	80		

**COLLECTIVE AGREEMENT**

BETWEEN

**CONSOLTEX INC.**



AND

**THE AMALGAMATED CLOTHING  
AND TEXTILE WORKERS UNION**

**AFL-CIO-CLC**  
Local 1664

**ALEXANDRIA**

1995

00866 (05)

**THIS AGREEMENT** made and entered into this **6th**  
day of February **1995**.

BETWEEN:

**CONSOLTEX INC.**

hereinafter called the "Company"

OF THE FIRST PART

-and-

**THE AMALGAMATED CLOTHING AND  
TEXTILE WORKERS UNION**

**AFL-CIO-CLC**, on its own behalf  
and on behalf of its Local **1664**

hereinafter called the "Union"

OF THE SECOND PART

**Effective from July 1, 1994  
to June 30, 1997**

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## ARTICLE I – PURPOSE

1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the company and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

The Company and the employees agree that upon any dispute or grievance to the Collective Agreement, the English Translation shall prevail.

## ARTICLE II – RECOGNITION

2.01 The Company **recognizes** the Union as the sole collective bargaining agent for all employees, including all Purchasing and Traffic Department Office employees, of the Company at Alexandria, Ontario, save and except shift foremen, persons above the rank of shift foremen, chief stationary engineer, management trainees, switchboard receptionist, main office and sales staff and guards.

All employees in the exempt classifications above shall not do the work of union members, except in the event of an

emergency, or for training purposes or for experimental work.

### **ARTICLE III - RELATIONSHIP**

- 3.01** The Company agrees to make reasonable arrangements to afford an opportunity to members of the Plant Executive Committee to interview new employees on the completion of their probationary period with a view to informing such new employees as to the contents of this agreement respecting union security. The Union and the members of the Plant Executive Committee agree to cooperate with the Company in this regard.
  
- 3.02** The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour activity or lack of activity in any labour **organization**.
  
- 3.03** The Union agrees it will not discriminate against, coerce, restrain or influence any employee because of his membership or non-membership, his activity or his lack of activity in any labour **organization**.
  
- 3.04** The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Company without

the permission of the **Plant Manager or his** designates.

#### **ARTICLE IV MANAGEMENT RIGHTS**

**4.01** The Union **recognizes** and acknowledges that the management of the plant and direction of the working force are fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- a) maintain order, discipline and efficiency:
- b) classify, hire, promote, demote, transfer, suspend and terminate employees and to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided:
- c) make, enforce and alter from time to time rules and regulations to be observed by the employees, but before putting such rules and regulations into force the Company will discuss them **with** the Union Committee:
- d) determine the nature and kind of business

conducted by the Company, the kinds and locations of equipment, tools and materials to be used, the control of materials and parts, the methods and techniques of work, the schedules and rates of production, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof and to determine all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the provisions of this agreement.

- 4.02 It is agreed that during the lifetime of this agreement the Company shall not conduct an **organized** time study.
- 4.03 It is agreed and understood that none of these rights shall be exercised in a manner inconsistent with the express provisions of this agreement.
- 4.04 Where the Provincial Law overrules the Collective Agreement, the Company will abide.  
e.g.: Pregnancy Leave & Parental Leave.

## **ARTICLE V PLANT EXECUTIVE COMMITTEE**

- 5.01 The Company acknowledges the right of the Union to select a plant executive committee,

seven (7) in number. The Union may also elect or appoint four (4) stewards on day shift and two (2) stewards on each of the afternoon and night shifts as follows:

Production Planning – 1 steward (day shift)  
Shipping, Receiving and Warehouse Laboratory, Maintenance – 1 steward (per shift)  
Finishing, Coating – 1 steward (per shift)  
Inspection and Maintenance (afternoon and night shift) – 1 steward (per shift)  
**Dyehouse and Greige** – 1 steward (per shift)

Each member of the above committee and all stewards shall have seniority with the Company and shall be regular employees of the Company during their time of office. The Company will **recognize** and bargain with the said committee on any matter properly arising out of this agreement and the said committee will cooperate with the Company in the administration of this agreement.

**5.02** The name and jurisdiction of each of the stewards and the names of the executive members from time to time selected shall be given to the Company in writing and the Company shall not be required to **recognize** any such steward or executive member until it has been notified in writing by the Union of the name and jurisdiction of same.



- 5.03** The Company undertakes to instruct all members of its supervisory staff to cooperate with the stewards and executive members in the carrying out of the terms and requirements of this agreement.
- 5.04** The Union undertakes to secure from its officers, stewards and executive members their cooperation with the Company and with all persons representing the Company in a supervisory capacity.
- 5.05** The privileges of one **(1)** steward and **three (3)** executive members to leave their work without loss of basic pay to attend to union business in the plant is granted on the following conditions:
- a) such business must be between the Union and Management;
  - b) the time shall be devoted to the prompt handling of necessary Union business;
  - c) the steward or executive member and the **employee** concerned shall obtain permission of the foreman concerned before leaving their work. Such permission shall be granted if sufficient notice is given;
  - d) the time away from productive work shall be reported in accordance with the **time-**

keeping methods of the department in which the steward or executive member is employed.

- 5.06** Under **normal** circumstances, executive members meet once per month. Occasionally circumstances arise which require additional meetings. The Company agrees that time off without pay to attend such meetings shall be granted and the Union agrees that proper notice of such meetings shall be given to the Company and that no more than two **(2)** executive members shall be absent from any one department to attend such meetings.

## **ARTICLE VI GRIEVANCE PROCEDURE**

- 6.01** The parties of this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 6.02** No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five **(5)** full working days before filing of the grievance.
- 6.03** Grievances properly arising under this agreement shall be adjusted and settled as follows:

### Step 1

The aggrieved employee shall present his grievance orally or in writing to his foreman. He shall have the assistance of his steward or an executive member if he so desires. If a settlement satisfactory to the employee concerned is not reached within two **(2)** working days (or any longer period which may be mutually agreed upon) the grievance may be presented as follows at any time within two **(2)** working days thereafter.

### Step 2

The aggrieved employee with his steward or an executive member, may present his grievance (which shall be reduced to writing on a form supplied by the Union and approved by the Company) to the Plant Manager or his designate, who shall consider it in the presence of the person or persons presenting same, and the foreman, and render his decision in writing. Should no settlement satisfactory to the employee be reached with two **(2)** working days, the next step in the grievance procedure may be taken at any time within two **(2)** working days thereafter.

### Step 3

The aggrieved employee may submit his grievance in writing to the Plant Executive Committee. A maximum of **three (3)** members

of this Committee shall meet with the management to consider the grievance. Such meeting shall be held within ten (10) days of the grievance being presented to the Company. At this stage, they may be accompanied by a representative of the International **Organization** if his or her presence is requested by either party.

**6.04** If final settlement of the grievance is not completed within seven (7) working days after deliberations have commenced and if the grievance may be referred by either party to the single arbitrator as provided in Article VII below, at any time within twenty-one (21) days thereafter, but no later.

**6.05** Any difference arising directly between the Company and the Union regarding an alleged violation of this agreement may be submitted in writing by either party pursuant to this Article at Step No. 3 of the Grievance Procedure and ultimately to arbitration if necessary.

#### ARTICLE VII – ARBITRATION

**7.01** Both parties to this agreement agree that any dispute or grievance concerning the interpretation or alleged violation of the agreement, which has been properly carried through all the steps of the grievance

procedure outlined in Article VI above, and which has not been settled, will be referred to a single arbitrator at the request of either of the parties hereto.

- 7.02** The Minister of Labour of the Province of Ontario will be asked to nominate a member of the judiciary of the Province of Ontario to act as single arbitrator.
- 7.03** The decision of the single arbitrator shall be binding on both parties.
- 7.04** The single arbitrator shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor give any decision inconsistent with the terms and provisions of this agreement.
- 7.05** Each of the parties to this agreement **will** bear the expenses of the single arbitrator appointed by the Minister of Labour.
- 7.06** At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the employee or employees concerned, any necessary witnesses, relevant records, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with

necessary witnesses.

ARTICLE VIII  
NON-EXISTENT

ARTICLE IX  
**DISCHARGE** AND DISCIPLINE  
CASES

- 9.01** Employees will not be discharged except for just cause. When an employee, who has attained seniority, is discharged, written notification shall be given to the employee and to his steward or to a member of the plant executive committee and to the local union secretary. In the event of an employee who has attained seniority being discharged from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 9.02** All such cases shall be taken up within ~~three~~ **(3)** working days and disposed of within seven ~~(7)~~ **(7)** days of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Plant Manager or his designate within ~~three~~ **(3)** working days after the employee

ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such case.

**9.03** Such special grievances may be settled by confirming the management's action in dismissing the employee or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

**9.04** When an employee has been dismissed without notice, he shall have the right to interview his steward for a reasonable period of time before leaving the plant premises.

**9.05** The following provisions shall apply with respect to discipline and discharge:

a) any written warning or discipline or discharge slip will be issued in triplicate, one copy going to the employee, the Union and the Company respectively;

b) if a disciplined employee deems he has been disciplined without cause, he may have access to his Union representative and appeals from the Company's decision to discipline must be submitted in writing by the Union within seven (7) days following the

discipline. Such appeals shall start with the third step of the Grievance Procedure.

c) all warning slips shall be void if, after six (6) months, no similar offence has occurred.

## ARTICLE X NO STRIKES - NO LOCKOUTS

**10.01** In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union **agrees** that, during the life of this agreement, there **will** be no strike, picketing, slowdown or stoppage of work, and the Company **agrees** that there will be no lockout.

**10.02** The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown, but a claim of unjust discharge or treatment may be subject to a grievance and dealt with as provided in Article VI above.

**10.03** Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company as provided in Section **6.03** of Article VI.



## ARTICLE XI – WAGES

- 11.01** During the term of this agreement, the Company and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in the attached Job Classification list, which is hereby made a part of this agreement.

The employees are given the option of having their wages paid by “Direct Deposit”. This decision is left to the discretion of the employee. Employees choosing “Direct Deposit” must stay with the program for a minimum of one year (12 months) after signing the request forms.

## ARTICLE XI I HOURS OF WORK AND OVERTIME

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

- 12.02** a) Day  
The day is considered to be from 12.01 a.m. to midnight.

**b) Work Week:**

The work week is from **12.01** a.m. Sunday to Saturday midnight.

**c) Day Work:**

**8:00** a.m. to **4:00** p.m. Monday through Friday consisting of eight **(8)** hours per day inclusive of one half ( $\frac{1}{2}$ ) hour paid lunch break, forty **(40)** hours per week.

When leaving Company premises during working hours, if it is necessary for an employee to leave work during working hours the employee must first obtain permission from their foreman or immediate supervisor, secondly the employee must punch out when leaving and punch in when returning.

The working hours may be flexible as **agreed** by both Management and Union.

**d) Shift Work:**

**12.01** a.m. Monday to midnight Friday, consisting of eight **(8)** hours per day inclusive of a thirty **(30)** minute paid lunch break, forty **(40)** hours per week; maintenance operation shall be considered as shift work.

**e)** If the Company wishes to institute a regularly scheduled seven **(7)** day week in additional areas to those presently in force, the Company and the Union must mutually

**agree** to the terms of the change before it comes into effect.

**12.03 a)** All work performed beyond the normal working day and all work performed in **off-**scheduled hours shall be paid for at the rate of time and one-half **((1 - ½))** excepting that all work performed on Sunday shall be paid at the rate of double **(2)** time.

**b)** All overtime rates shall be based on the employees' basic rate plus shift premium, where applicable.

**c)** In the event an employee **agrees** in working two **(2)** full consecutive shifts, the Company **agrees** to provide such employee with a paid one-half **(½)** hour break at the beginning of his overtime shifts, during which time he may leave the plant.

**12.04** When a machine operator or a rotating maintenance shift worker does not report for duty and sufficient prior notice has not been received, the operator or the rotating maintenance shift worker shall remain on duty if no volunteers are available or until a replacement is obtained or up to a maximum of two **(2)** hours. That employee shall not be required to work more than four **(4)** hours of overtime in any calendar week.

The above employee who is required to stay back into the next shift less than fifteen (15) minutes on overtime shall be paid fifteen (15) minutes at straight time.

The above employee who works overtime for fifteen (15) minutes or more, that employee shall be paid time and one half (1-½) his hourly rate to the nearest quarter (¼) hour.

- 12.05** All work performed on Saturday between **12:01** a.m. and **12:00** midnight shall be paid at the rate of time and one half (1-½) without regard to the number of hours worked.

All work performed on Sundays between **12:01** a.m. and **12:00** midnight on the said Sunday shall be paid at the rate of double time (2) without regard to the number of hours worked.

Neither the Saturday premium nor the Sunday premium as the aforesaid, shall apply to jobs having a regularly scheduled seven (7) day week.

- 12.06** The Company **agrees** that the working of overtime is a voluntary matter, the decision resting with the individual, except when **12.04** applies.

- 12.07** All opportunities for overtime shall be offered

by seniority on an equitable basis with due regard to experience and skill.

A list will be posted weekly from Sunday to Tuesday for those employees in each department who wish to work overtime in the proceeding week. The Company shall use this list for planning employee overtime if required as so stipulated in the paragraph of Article **12.07**.

An employee who **agrees** to work scheduled overtime and does not work the overtime, that employee shall miss the next opportunity to overtime, unless the employee can provide an acceptable reason for his absenteeism.

**12.08** Maintenance employee(s) who are working on a machine breakdown (emergency) these employees will be asked on a voluntary basis to work a maximum of two **(2)** hours overtime to repair breakdown of production equipment. The Union **agrees** to wave seniority rights for these ... (emergency repairs). In the event employee(s) above refuses overtime, paragraph one **(1)** of Article **12.07** shall prevail.

**12.09** Overtime shall be applied as per clause **12.07** and **12.08** with the exception of the departments referred to in the Overtime Scheduling Procedure incorporated in the

agreement Appendix A.

**12.10** Banking of Overtime Hours (Pay)

The banking of **overtime** hours is to have a maximum of **25** hours totalled per quarter year.

Quarters are as follows:

Jan. - Mar.                      July - Sept.  
Apr. - June                      Oct. - Dec.

There will be no carry over from the last month of the quarter to the start up of the following quarter. This arrangement will be in effect as per the first week of the accounting period for the year **1995** and thereafter.

**ARTICLE XIII  
VACATION WITH PAY**

**13.01** The following vacation schedule shall apply:

<u>Seniority</u>	<u>Duration of Vacation</u>	<u>Vacation Pay</u>
0 to 2 years	2 weeks	<b>4.5%</b>
2 to 5 years	3 weeks	<b>6.0%</b>
<b>5 to 10 years</b>	3 weeks	<b>8.0%</b>
<b>10 to 15 years</b>	4 weeks	<b>9.0%</b>
<b>15 to 20 years</b>	4 weeks	<b>10.0%</b>
<b>20 to 25 years</b>	5 weeks	<b>11.25%</b>
<b>25 years and over</b>	5 weeks	<b>11.50%</b>

It is understood that the vacation pay percentage refers to the employee's earnings during the twelve (12) months immediately preceding July 1st of that year, and distribution as follows:

All employees shall receive their vacation pay percentage the week preceding the annual shutdown. Exception will be made for employees who have mutually **agreed** with the Company to take their additional vacation week(s) prior and directly attached to that shutdown, in this case the employee shall receive his vacation percentage the week before his scheduled vacation. This exception covers the period between July 1st to the shutdown only.

**ADDITIONAL VACATION YEAR  
PERIOD LIMITATION**

The additional week(s) vacation shall be applied and defined as continuous service completed prior to July 1st.

i.e.

Seniority earned during the twelve (12) months immediately preceding July 1st of that year.

Concrete Example

First day of service; September **18th, 1977**.

Two years service completed; September **18th, 1979**.

This employee would be entitled to **three (3)** weeks vacation on July **1, 1980** only. This employee would be able to take his additional week(s) holiday (at mutual convenience of the Company) between July **1st, 1980** to June **30th, 1981**.

It is further understood that whenever possible, the employee shall take his vacation during the annual plant shutdown and that any additional vacation shall be taken at mutual convenience of the Company and the employee. This (these) additional week(s) shall be taken from July **1st** to June **30th**. In the event that the plant will be closed for **three (3)** consecutive weeks for the annual summer plant shutdown the employee shall be notified on or before April **1st** previous to the shutdown; and or no later than May **1st**.

**ARTICLE XIV  
STATUTORY HOLIDAYS**

- 14.01** All employees who have attained seniority shall receive payment for the following statutory holidays:



Dominion Day  
The First Monday in August  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
New Year's Day  
January 2  
Good Friday  
Victoria Day

In addition to this, the employees will benefit from two (2) days pay without time off, of which one is to be included in the last pay before Christmas and the other one in the pay of the week ending the 2nd week of February.

The second day's pay will apply only starting in February of the year **1982**. Such payment shall be based on the employee's regular current hourly rate multiplied by the number of hours he would normally have worked on such day, subject to the following conditions:

a) On the work day immediately preceding or immediately following the statutory holiday, if the employee is late more than one-half ( $\frac{1}{2}$ ) hour at the beginning of his shift a corresponding time, in one quarter ( $\frac{1}{4}$ ) hour increments, shall be deducted from his statutory holiday pay up to a maximum of two

**(2)** hours late. After two **(2)** hours late, no payment for the statutory holiday shall be made.

**b)** If the employee does not report for work or does not complete his shift on the work day preceding or immediately following the statutory holiday, no payment shall be made unless he is absent with the permission of the management, or through sickness certified by a doctor's statement, or in receipt of Workmen's Compensation benefits, provided such absence shall not exceed ten **(10)** working days.

**c)** If an employee works on one of the above named paid statutory holidays, he shall receive payment at time and one-half **(1-½)** for the time actually worked by him in addition to receiving his holiday pay.

**d)** When a statutory holiday falls on a non-working day or during a plant shutdown, a **(1)** day shall be granted in lieu of the statutory holiday. That day shall be the first normal working day following the aforementioned statutory holiday. For all intent and purposes this day in lieu shall be considered as a statutory holiday.

## ARTICLE **XV** - SENIORITY

- 15.01** In all cases of promotion other than a promotion to a position outside the bargaining unit the following factors shall be considered skill, competence, efficiency, reliability and seniority. It is understood that where the factors referred to above other than seniority, are relatively equal, then seniority shall govern.
- 15.02** An employee transferred to another job or recalled to another job in accordance with **15.01** above, shall have a period of ten (**10**) working days to reach normal proficiency on the job, if normal proficiency is not obtained in ten (**10**) working days, the employee will return to his or her former job.
- 15.03** In the evaluation of the factor in **15.01** the Company shall be the judge, provided however, that if the employee believes that proper consideration of his skill, competence, efficiency and reliability have not been given, he may file a grievance under the provisions of Article VI, claiming that the Company acted in arbitrary, unfair or unfairly discriminatory manner. In any such evaluation the Company and the Union shall discuss the situation prior to the announcement of the decision.
- 15.04** An employee will be considered probationary

for the first four hundred and eighty **(480)** working hours accumulated over a six **(6)** month period and will have no seniority rights during that four hundred and eighty **(480)** working hours service, accumulated over a six **(6)** month period, his seniority shall date back to the day on which employment began.

**15.05** Seniority shall terminate when an employee:

a) quits for any reason

**b)** is discharged and is not reinstated through the grievance procedure or arbitration;

**c)** has been on lay-off for a continuous period of:

- twelve **(12)** months with 0 to 5 years seniority

- eighteen **(18)** months with 5 years and over seniority.

**d)** who has been on lay-off for a continuous period of less than twelve **(12)** months or eighteen **(18)** months depending on their seniority and who, when notified by registered mail addressed to the last address he has recorded with the Company, fails to notify the Company within five **(5)** working days that he is intending to return to work as soon as possible after receiving notice and in any event within seven **(7)** days of mailing or

other communications of such notice, unless he shows that he is prevented from notifying the Company or from reporting for work by a legitimate sickness or other reasonable cause.

e) fails, to return to work immediately after the expiration of a leave of absence unless prevented from doing so by illness or other cause which is reasonable;

9 is absent from work for more than three (3) consecutive working days unless absent due to verifiable illness or unless there was reasonable justification for such absence.

**15.06** a) Layoffs and recalls from layoffs shall be conducted by department according to the divisional seniority of the employees in such department as may be affected. In the event of a lay-off of fourteen (14) days or less employees shall be laid off by divisional seniority in each department so affected. The remaining employees could be assigned new jobs temporarily to do work remaining in the affected departments. In such an instance no employee would be paid less than his normal rate of pay and in the case where an employee is transferred to a higher rate job, they shall be paid that higher rate.

b) Should a layoff occur which appears likely

to the Company to exceed fourteen **(14)** days, the week and weekend employees would be combined together and the Company would proceed to lay off the most junior employee(s) in his division.

The Company has the sole right to ask the most junior employee(s) to move to the weekend shift.

**c)** In the event an employee is not able to displace the most junior employee in his division, that employee shall bump the **(2nd)** second most junior employee in his division, then the third **(3rd)** most junior employee in his division etc., until that employee finds a job into which he can bump, provided he has the seniority to do so.

**d)** Employees who have been forced to leave their departments because of a cutback and have exercised their bumping rights, shall have recall rights to their former jobs for a period of eighteen **(18)** months.

**e)** Recall rights shall be lost if:

a) the employee refused recall; or

b) the employee applies for and is awarded a posted job; or

c) the employee quits the Company

Converting Division:

Shipping, Receiving & Warehouse	Coating
<b>Greige</b>	Inspection
Dyeing	Production Planning
Finishing	Laboratory

Maintenance Division:

Maintenance

The above shall be subject to the qualifications referred to in clause **15.01**.

**15.07** An employee shall accumulate seniority under any of the following conditions:

a) while he is at work for the Company, after he has completed his probationary period as set out in **15.04**;

b) during any period when he is prevented from performing his work for the Company by reason of injury arising out of and in the course of his employment for the Company and for which he is receiving compensation under the provisions of the Workmen's Compensation Act.

- 15.08** An employee who does not qualify to accumulate seniority under Section **15.07** shall maintain his existing seniority unless and until he loses same pursuant to Section **15.05**.
- 15.09** An employee's return to work after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered from the sickness which caused his absence.
- 15.10** Seniority as referred to in this agreement shall mean length of continuous service in the employ of the Company and shall be on a divisional basis namely length of continuous service in one **(1)** of the two **(2)** divisions of the Company at Alexandria that is the Converting Division and the Maintenance Division. Separate seniority lists shall be established for each of the two **(2)** divisions.
- 15.11** The two **(2)** separate lists will be revised each six **(6)** months. Copies of the lists will be posted in the plant and a copy given to the Union. After the posting of the first seniority lists of employees, the lists shall be deemed to be conclusive, unless objected to within fourteen **(14)** days.
- 15.12** All new jobs and all original permanent vacancies in existing jobs shall be posted in



the plant for a period of three (3) working days before being permanently filled and employees in the bargaining unit may make application for such jobs. In the filling of these jobs, the Company shall not be confined to the applicants in filling the vacancy. In all cases, the provisions of Article 15.01 shall apply. It is the intention of the parties hereto to fill new jobs and permanent vacancies, if possible from among employees in the bargaining unit.

When a change of job has been obtained by bidding procedure, no further bid can be made until a period of five (5) months has elapsed. This is subject to the provisions of Article 15.02.

A new employee must acquire five (5) months seniority in the position hired, before the employee has the right to bid on any job posted.

a) An employee who has been notified by Management that he has been awarded a job by posting will after 5 days be transferred to said job.

b) Upon receiving the "blue transfer slip" notifying the personnel and payroll office of said employee's transfer that is the day we start counting for the 5 months, to which no

further bid can be made until that 5 month period has elapsed.

c) If for any reason the employee is not transferred to his new job within 5 days after he has received the OK from Management, the 5 month counting period will start counting anyway. It is the responsibility of the Superintendent to make sure that a note is sent to the payroll department and that the employee is also informed that he got the job.

**15.13** In the event that an employee covered by the agreement should be promoted to a supervisory or confidential position beyond the scope of this agreement and is later transferred to a position within the scope of this agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity. This applies to a period up to six **(6)** months served in the supervisory or confidential capacity. After the above six months have been applied the employee shall have lost seniority for purposes of lay-off, promotion, etc., but shall maintain seniority for calculation of vacation pay and any other benefits which may be in effect at the time. Up to the six **(6)** month period, if the employee or Company refuses the above mentioned position, the employee shall return

to their prior job. The replacement employee goes to the junior position in their department, if the employee has sufficient seniority, failing this, to the most junior job in the employee's division.

## ARTICLE XVI – TRANSFERS

**16.01** In a case of a permanent transfer or a job obtained by bidding for a posted job, the employee shall receive the following rate:

a) if the rate for the new job is higher than the previous rate, the employee shall receive the new rate before a maximum of thirty (3) working days;

b) if the rate for the new job is lower, the employee shall receive the new rate immediately.

**16.02** An employee who, for the convenience of the **Company**, is temporarily transferred to another job for which the rate of pay is different from that in effect for such employee's regular job, shall be paid while so employed as follows:

a) if the rate of pay for the job to which he is transferred is higher than the employee's regular pay, he shall receive his own higher rate of pay;

b) if the minimum rate of the range for the job to which he is transferred is higher than the employee's regular pay, he shall receive the minimum rate or if the employee displays efficiency, skill or ability relatively equal to that of the employee performing the job to which he is transferred, a rate commensurate with that being paid to such employees.

**16.03** An employee who for the convenience and benefit of the employee, is temporarily transferred to another job because of a layoff in the plant 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 job to which he is transferred is less than the employee's regular pay, he shall receive the lower rate paid for the job to which he is transferred;

b) If the rate of pay for the job to which he is transferred is higher than the employee's regular pay, he shall receive such higher rate provided that he displays sufficient efficiency, skill, and ability to perform the job to which he is transferred, and until such time as he displays such efficiency, skill, or ability, he shall continue to receive his own regular rate.

**16.04** Notwithstanding the foregoing, it is understood and agreed between the parties

that in the event of a transfer for less than a full shift, the employee will receive his regular rate of pay for the balance of the shift.

## **ARTICLE XVII BULLETIN BOARDS**

- 17.01** The Company will provide bulletin boards in mutually satisfactory locations throughout the plant, which are available for the Union in posting notices of Union activities.
- 17.02** All such notices must be signed by the proper officers of the Union and submitted to the Plant Manager or his designate for approval before posting.

## **ARTICLE XVIII LEAVE OF ABSENCE**

- 18.01** The Company will grant leave of absence without pay to not more than three **(3)** employees in the bargaining unit to attend Union conventions or conferences, and it is **agreed** by the Union that in selecting the members every effort will be made to avoid affecting the production of the plant, and the **time** so requested will be kept to the minimum.

In the case of a union school, the Company **agrees** to grant a leave of absence to the

executive members and stewards who are on duty during the time of school provided that sufficient written notice is given to the Company. It is further agreed that such union school sessions will be of not more than one (1) day at a time and shall be limited to twice (2) per year.

**18.02** a) The Company will grant a leave of absence to any employee for legitimate personal reasons, provided sufficient notice is given so that management can arrange the work schedule so as to avoid significant loss of production. Request for leave of absence by employees at Alexandria, must be in writing to the Plant Manager or his designate, with reason clearly stated and reply will be given in writing. Any leave of absence granted by the Company to such employees shall be limited to **three (3)** months with provision made for return to their regular job when leave of absence expires. An extension of a further **three (3)** months can be applied for and, if granted, it is with the understanding that the employee will accept any job that may be available, in the event that his previously held job has been satisfactorily filled. An employee shall not take employment elsewhere while on a leave of absence without the consent of the Company.

b) When an employee returns from a leave of

absence inside a **three (3)** month period with **authorization**, this employee will return to his original job and every other employee who have signed postings concerning this leave of absence shall also return to their original job.

The five **(5)** month waiting period for signing a posting will be void when they return to their original job. This means that these employees will be able to sign for future postings.

If the employee does not return from his leave of absence, employees who have signed the posting identified as a leave of absence, automatically get the job and have two **(2)** months left before being able to sign another posting. This should be beneficial for the employees and the Company, especially for small departments.

**18.03** If an employee overstays his leave of absence, he is presumed to have severed employment with the Company, unless he can give a satisfactory explanation for his inability to return to work on the **expiry** date of his leave of absence.

**18.04** If an employee finds that he is unable to report to work he will notify the Plant Manager or his designate or foreman at Alexandria as the case may be, if possible before the start of his shift, or as soon thereafter as possible.

If absence is due to illness of the employee and is to exceed seven (**7**) days, the leave of absence will be given in writing by the Company.

This leave of absence will be granted with the understanding that the employee will return to work when physically capable of doing so, but in any case, such leave of absence may not exceed one (**1**) year, if the case so warrants, further extensions will be granted thereafter.

When an employee returns from a leave due to illness or non-work related accident or receiving Workmen's Compensation benefits while in the employ of **Consoltex** Inc., the employee will return to his original job and every other employee who has signed postings concerning this leave of absence shall also return to their original job.

If absent for a period of over **24** consecutive months, the employee will be provided with any job available or at the very least the junior employee's job in their division provided he or she is able to do the work.

- 18.05** If an employee is absent for more than **three (3)** consecutive working days, without proper notification to the Company, he is presumed to have severed employment with the Company, unless he can give a satisfactory



explanation for his inability to provide this notification and for his inability to return to work.

**18.06** A copy of all leaves of absence shall be sent to the Union.

**18.07** In the event that an employee is injured while on duty, that employee will be paid at straight time for the remainder of his shift if said employee must leave the plant for medical treatment and can provide reasonable evidence that he is unable to return to work for the remainder of his shift.

In the event that an employee is injured during an overtime shift, that employee shall be paid at the overtime rate up to the time of injury and the balance of the shift at the base rate, if that employee is unable to return to work.

**18.08 JURY AND WITNESS DUTY**

Employees subpoenaed to serve as a Juror or a witness in a Civil or Criminal Court Proceeding shall be granted a leave of absence for the period required for such duty.

Upon the employee's presenting a certificate signed by the Clerk of the Court indicating the period of service, the employee shall be paid

the difference between the amount received from the Court and the employees straight time wage rate to make up his wages for all scheduled work days lost.

## ARTICLE XIX - GENERAL

- 19.01** During the lifetime of this agreement the Company agrees to pay the full cost of Ontario Health Insurance (**O.H.I.P.**) premiums applicable to employees in the bargaining unit who have attained seniority.
- 19.02** In the event of a death in an employee's family, the employee will be granted time off work without loss of pay in order to attend the funeral or take part in the funeral arrangements or otherwise be in attendance in connection with the death.

Such time off work will be granted in accordance with the schedule set forth below:

- a) Four (**4**) working days in the event of the death of the employee's mother, father, wife, husband or child.

In addition to the four (**4**) days indicated above, an employee will be granted one (**1**) additional working day off without loss of pay for the purpose of attending the spring burial of the employee's mother, father, wife,

husband or child.

**b)** Up to three **(3)** working days, the last of which must be the day of the funeral, in the event of the death of the employee's sister, brother, mother-in-law, father-in-law, step-mother, step-father, step-mother-in-law, step-father-in-law, or legal guardian.

**c)** One **(1)** working day to attend the funeral of the employee's grand-parents, **sister-in-law** or brother-in-law.

For the purpose of this article, sister-in-law or brother-in-law shall be defined as the spouse of the employee's brother or sister.

**19.03** An employee other than a maintenance employee who has completed his regular shift, leaves the plant and is then recalled to work, shall receive a minimum of three **(3)** hours pay at time and one-half **(1 ½)** his basic rate.

**19.04** Employees reporting for work as usual on a regular working day, unless notified by the previous day not to report and for whom no work at his regular job is available, shall be offered at least four **(4)** hours' employment in other work at the employee's current rate of wages, or at the Company's option, will be paid four **(4)** hours' pay in lieu of work. **This**

provision shall not apply if the failure to provide work is caused by reason of a strike or other work **stoppage**, machinery breakdown, fire, flood, power failure or other like cause beyond the control of the Company.

**19.05** Maintenance employees who are called in to work to effect emergency repairs or emergency maintenance are subject to the following conditions:

a) they shall remain in the plant available for work for a minimum of one **(1)** hour;

**b)** they shall be paid for a minimum of two **(2)** hours at time and one-half **(1 ½)**;

**c)** all hours worked in excess of two **(2)** hours on a specific call-in shall be paid for at the applicable rate provided for by the collective agreement;

**d)** if the employee punches in prior to **7:01** a.m. conditions **(a)**, **(b)** and **(c)** shall apply;

**e)** if the employee punches in after **7:00** a.m. he shall be paid at the rate of time and **one-half (1-½)** up to his scheduled **starting** time (usually **8:00** a.m.). In this case, pay calculation shall be made on the basis of the nearest quarter **(¼)** hour.

9 A maintenance employee on a call-in shall be paid travel allowance of one (1) additional hour at this regular rate of pay.

**19.06** It is **agreed** that there will be a joint effort by the Union and management to make certain that every employee is aware of the hazardous chemicals in the plant.

**19.07** a) The Company shall provide all protection clothing and safety equipment for employees who work with hazardous chemicals.

b) That the Company shall supply protective clothing for the Coating department employees, Finishing Kitchen employees, **Dyehouse** Kitchen employees, Receiving employees, Maintenance employees and Allocators. It is understood that the Company by supplying these protective clothing is expecting the employees to wear them. If an employee refuses to wear these protective clothing, the next time he asks for protective clothing it will be denied. And also to replace these protective clothing the old one will have to be returned to receive a new one.

**19.08** Any major change or any substantial change in the work loads shall be discussed in depth with the union executive and a representative of the International Union.

If the Company and the Union are unable to agree on the proposed change or substantial change in work loads, the Company may Institute such change or substantial change in work loads for a trial period of eight **(8)** consecutive calendar weeks.

In the event that agreement is not reached at the termination of the trial period, the matter shall be submitted to an arbitrator appointed by the Minister of Labour for the Province of Ontario. The arbitrator shall have full power to rule on such change or substantial change in work loads and to set the wage rate or rates for the jobs affected. His decision shall be final and binding on both the Company and the Union and any change in the wage rates shall be retroactive to the beginning of the trial period.

**19.09** The Company **agrees** to pay up to a maximum of eighty **(\$80.00)** dollars per year upon receipt of invoice for one **(1)** pair of approved safety shoes, or up to a maximum of **three (3)** pairs of rubber boots for dye- house employees. Mixers in the Coating Department will be allowed an additional Eighty **(\$80.00)** dollars for a second pair of shoes which receipt will be given when the invoice and physical return of the first pair of shoes, provided that the employee has completed his probationary period per section **15.04**.

This shall not apply to employees covered by **19.07**.

**19.10** The **10/20** Extended Health Care (**Semi-Private, Prescription Drugs**) shall include Vision care in the amount of **\$80.00** per **24** months per person and the annual rates shall be paid as follows:

July **1, 1994** Company **70%** Employee **30%**

July **1, 1995** Company **75%** Employee **25%**

July **1, 1996** Company **80%** Employee **20%**

**19.11** Employees working the **12-8** shift shall be paid before 8 a.m. Thursday morning of said **12-8** week, if possible.

Employees working day shift **8-4**, employees working evening shift **4-12**, their cheques will be available in their respective departments after **13:00** p.m. Thursday.

**19.12** The Company shall provide a **\$10,000.00** Life Insurance Policy for all members and shall pay **100%** of the premium cost of the policies.

**19.13** The Company shall pay **50%** of straight time earnings to the members of the Plant Executive Committee when attending negotiation meetings with management, or jointly meet with a Conciliator or a mediator.

**ARTICLE XX  
DEDUCTION OF UNION DUES**

- 20.01** **During the lifetime of this agreement, the** Company shall deduct from the pay of all employees by this agreement who have attained seniority, on the first full week, the weekly sum designated by the Union as dues and shall **remit same prior to the end of such** month to the Amalgamated Clothing and Textile Workers Union, **AFL-CIO-CLC**. The Company shall also deduct from pay of all employees covered by this agreement who have attained seniority, the sum designated by the Union as an initiation **fee** and shall remit same when the employee attains seniority with the first payment of weekly deductions. The said sums shall be accepted by the regular weekly dues and the initiation **fee** of those employees who are or shall become members of the Union and the sums so deducted from the non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union.

**ARTICLE XXI  
LETTERS OF AGREEMENT**

- 21.01** All Letters of Agreement listed in Appendix "C", signed and **agreed** to by the Union and Management shall form part of this Collective



Agreement unless otherwise agreed.

All Letters of Agreement signed and **agreed** to by the Union and Management during the life of this agreement shall form part of this **agreement** unless otherwise agreed.

## **ARTICLE XXII - WAGE RATES**

- 22.01** a) Job classification rates are listed in Appendix A to the present collective agreement.
- b) Lead Hand in the Inspection Department shall be paid **\$0.25/hour** more than the highest rate in the Inspection department.
- c) For those employees actively at work on the day of the ratification, will receive a **\$100.00** signing bonus.
- 22.02** a) A new employee shall commence working at a wage rate which is forty cents (**\$0.40**) below the scheduled rate for his job classification. At the completion of his four hundred and eighty (**480**) working hours probationary period his wage rate shall be increased by twenty cents (**\$0.20**), which is twenty cents (**\$0.20**) below the scheduled rates.

At the completion of one year seniority, the

rate will be increased by twenty cents (**\$0.20**) per hour to the scheduled rate.

b) **A** new employee in the maintenance department, "A" Trade, licensed, shall commence working at a wage rate which is forty cents (**\$0.40**) below the scheduled rate for his job classification.

At the completion of his four hundred and eighty (**480**) working hours probationary period his wage rate shall be increased by forty cents (**\$0.40**) per hour to the scheduled rates.

### **ARTICLE XXIII SHIFT PREMIUMS**

**23.01** Afternoon shift **\$0.35** per hour.  
Night Shift **\$0.60** per hour.

### **ARTICLE XXIV - REST PERIODS**

**24.01** Employees working from **8:00** to **4:00** p.m. shall receive one (**1**) ten (**10**) minute paid break during the morning and one (**1**) ten (**10**) minute paid break during the afternoon. In addition they shall be entitled to one (**1**) half (**½**) hour paid break. Employees on shift work shall receive a thirty (**30**) minute paid lunch break during their eight (**8**) hour shift. It is understood that the scheduling of the breaks


is the responsibility of the Company.

#### ARTICLE XXV - TERMINATION

**25.01** This agreement shall remain in force until June 30, 1997 and **shall continue** in force **year to year thereafter** unless, not more than sixty **(60)** days and not less than thirty **(30)** days before the date of termination, either party furnished the other with notice of termination of or proposed revision of this agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly **authorized** representatives, as of the day and year first above written.

THE AMALGAMATED CLOTHING AND TEXTILE  
WORKERS UNION, AFL-CIO-CLC, ON ITS OWN  
BEHALF AND BEHALF OF ITS LOCAL 1664

P. Quig   
V. Poirier Vincent Poirier  
L. Stewart Lyle Stewart  
D. Lewis Danell Lewis  
R. Duval Roger Duval  
G. Lavigne Guy Lavigne  
W. Villeneuve W. Villeneuve

CONSOITEX INC.

D. Racine Daniel Racine  
A. McCormick Ally M. McCormick  
J. Filteau J. Filteau  
M. Lafleur M. Lafleur

## APPENDIX A

### A: JOB CLASSIFICATION AND RATES

JOB CLASSIFICATION	July 1 <u>1993</u>	July 1 <u>1994</u>	July 1 <u>1995</u>	July 1 <u>1996</u>
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#### DYEING DEPARTMENT

Dyeing Machine Operator	12.53	12.78	13.03	13.23
Dye Kitchen	12.66	12.91	13.16	13.36
Pad & Washer Operator	12.16	12.41	12.66	12.86

#### FINISHING DEPARTMENT

Finishing Mixer	12.23	12.48	12.73	12.93
Frame Operator	12.16	12.41	12.66	12.86
Frame Helper	12.16	12.41	12.66	12.86
Calendar Operator	12.16	12.41	12.66	12.86
Button Break Operator	12.16	12.41	12.66	12.86
<b>Sanforizer-Sueder</b> Operator	12.16	12.41	12.66	12.86
Spare Operator	12.16	12.41	12.66	12.86
General	11.79	12.04	12.29	12.49

#### COATING DEPARTMENT

Lead Hand	12.58	12.83	13.08	13.28
Knife Tender	12.36	12.61	12.86	13.06
Coating Mixer	12.56	12.81	13.06	13.26
Helper	12.01	12.26	12.51	12.71

**MAINTENANCE DEPARTMENT**

A trade licensed

Electrician	16.03	16.28	16.53	16.73
High Pressure Welder	15.79	16.04	16.29	16.49
Machinist	15.43	15.68	15.93	16.13
Millwright	15.43	15.68	15.93	16.13
A trade	13.90	14.15	14.40	14.60
B trade	13.45	13.70	13.95	14.15
C trade	13.05	13.30	13.55	13.75
Storekeeper (qualified)	12.33	12.58	12.83	13.03
Storekeeper (unqualified)	11.90	12.15	12.40	12.60
Labour	11.90	12.15	12.40	12.60
Janitor	12.00	12.25	12.50	12.70

**PURCHASING & TRAFFIC**

Office	12.03	12.28	12.53	12.73
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**OFFICE**

Office	12.03	12.28	12.53	12.73
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**INSPECTION DEPARTMENT**

Lead Hand	12.90	13.15	13.40	13.60
Pre Inspector	12.05	12.30	12.55	12.75
Final Inspector	12.41	12.66	12.91	13.11
Clubber	12.05	12.30	12.55	12.75
Re-Examiner	12.65	12.90	13.15	13.35
General	11.79	12.04	12.29	12.49

**SHIPPING, RECEIVING &  
WAREHOUSE**

Receiver	12.52	12.77	13.02	13.22
Checker	12.36	12.61	12.86	13.06
General	11.79	12.04	12.29	12.49

**LABORATORY**

Lab Operator	12.18	12.43	12.68	12.88
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**PRODUCTION PLANNING**

Expeditor	12.23	12.48	12.73	12.93
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**GREIGE OPERATOR**

Allocator	12.25	12.50	12.75	12.95
Reamer	12.05	12.30	12.55	12.75

**APPENDIX B  
OVERTIME SCHEDULING PROCEDURES**

**DYEING DEPARTMENT:**

**Week Days:** If overtime is required, we request the operator first. If refused by the operator, then we go by seniority and qualification.. No double shift unless everyone has refused the overtime.

**Weekend:** Saturday overtime **8:00** a.m. to **4:00** p.m. will be worked by the employee who worked days during the past week. We will proceed by occupation, they will have first choice, then we go by shift followed by seniority.

Sunday overtime, is the beginning of a new week, employee who had worked on night shift in the past week will be asked to work overtime Sunday on **8:00** a.m. to **4:00** p.m. shift by occupation, shift seniority. Same procedure will apply to 4 to **12:00** midnight shift on Sunday and **12:00** a.m. to **8:00** a.m. on Monday morning.

Weekend Exception: Sunday **12:00** midnight to **8:00** a.m. shift, if no operator on that shift, we will then ask the operator on the **8:00** a.m. to **4:00** p.m. shift. If accepted, the person will work a double shift. If he refuses, follow the Seniority List on the **8:00** a.m. to **4:00** p.m. shift.

Friday on the **4:00** p.m. to **12:00** midnight shift, we ask the operator on the **8:00** a.m. to **4:00** p.m. shift to make a double. If he refuses, we follow the Seniority List on the **8:00** a.m. to **4:00** p.m. shift.

Conclusion: The reason for this procedure is to keep a consistency in the operation, to maintain qualified personnel on their respective machines and to distribute the overtime equitably throughout the department, as stipulated in article **12.07** of the Collective Agreement.

No double shifts, unless all the qualified employees, who signed for the weekend overtime, have been asked.



## **FINISHING DEPARTMENT**

Weekdays: Overtime is requested of the machine operator, who is presently operating the machine.

If operator refuses, overtime is requested by seniority of qualified employees on equitable basis that are presently on shift.

If all above mentioned have refused, then the machine operator on the incoming shift will be requested, then other qualified persons by seniority on incoming shift.

Weekends: Overtime is by operator's shift, operator machine and seniority.

No employee works a double shift, unless all employees that have signed get a shift if qualified.

## **COATING DEPARTMENT**

Overtime is by position, using seniority.

Knife Tenders: If overtime is required for C-1 and **C-2** we will request the operators of these machines to work the overtime. If refused, we will request the knife tenders from **C-3** to fill the overtime. The same criteria applies to the knife tenders on **C-3** machine. First we ask the knife tenders of **C-3**, if refused, we request the knife tenders of C-1 and **C-2**.

If all knife tenders have refused, we then would request overtime of the mixers by seniority to tend the knives.

Mixers: If overtime is required to C-1 and **C-2** we will request the coating mixers to work the overtime. If refused, we will request the coating mixer from **C-3** to fill the overtime. The same criteria applies to the coating mixer on **C-3**. First, we ask the coating mixer of C-1 and **C-2**. If all coating mixers refuse, we then would request overtime of the knife tenders by seniority.

## INSPECTION DEPARTMENT

Week Days: If overtime is required for Final Inspection, the final inspectors are requested by seniority. If the final inspectors are unavailable, we request overtime by seniority and qualifications.

If overtime is required for **Pre-Inspection**, the **pre-inspectors** are requested by seniority. If the **pre-inspectors** are unavailable, we request overtime by seniority and qualifications.

If overtime is required for **Re-Examination**, the **re-examiner** is requested by seniority. If the **re-examiner** is unavailable, we request overtime by seniority and qualifications.

Weekends: Those working 8 - 4 day shift during the week have the priority for overtime on Saturday 8 - 4. If the day shift personnel refuse

Saturday's overtime, the overtime will be allotted by seniority. If overtime is required on Sunday 8 – 4, the personnel beginning on Monday 8 – 4 have priority. If they refuse, overtime would be allotted by seniority.

The overtime on weekends for the 4 – 12 or the 12 – 8 shift follow the same criteria as above.

### **SHIPPING, RECEIVING & WAREHOUSING**

For the last several weeks we have been trying to run maximum overtime between the hours of **8:00** a.m. and **6:00** p.m.

All employees are asked to work their off-shift hours within the aforementioned time frame i.e. the people working the **10:00** a.m. to **6:00** p.m. shift are asked to work **8:00** a.m. to **10:00** a.m. on overtime and the others are asked to work **4:00** p.m. to **6:00** p.m. on overtime.

Under this arrangement the seniority list is cycled daily as everyone has a chance to work overtime.

In the event that there is not enough overtime as outlined above: a seniority list is drawn up and the request sequence cycles through the list from top to bottom and restarting at the top after a complete cycle.

## **LABORATORY (Quality Control)**

Overtime is allotted by seniority.

An employee with the most seniority is asked first, followed by second with the most seniority.

## **PRODUCTION PLANNING & OFFICE**

In the office an employee will usually make overtime for the area which they are responsible.

Since each employee has their own areas of responsibility and files to maintain it would be wrong to let someone else do overtime in an area which is the personal pride of each employee.

Usually the office employee will ask if they can do overtime in order to catch up or improve on one of their areas of accountability.

In the event that an employee is sick and the work must be carried out by another employee on overtime: we will ask the person with the most seniority and knowledge of the job.

**C: LETTERS OF AGREEMENT**

LETTER OF AGREEMENT #001  
BETWEEN  
**CONSOLTEX INC.**  
Alexandria, Ontario  
AND  
AMALGAMATED CLOTHING AND TEXTILE  
WORKERS UNION  
Local **1664**

**IMPROVED VENTILATION**

The Company shall make **every** effort to improve ventilation throughout the plant within a reasonable period of time.

Renewed at Alexandria, Ontario

This **16th** day of September, **1994**.

LETTER OF AGREEMENT #002  
BETWEEN  
CONSOLTEX INC.  
Alexandria, Ontario  
AND  
AMALGAMATED CLOTHING AND TEXTILE  
WORKERS UNION  
Local 1664

**APPRENTICESHIP PROGRAM**

In an attempt to offer an opportunity to **Consoltex** production employees, **Consoltex** has decided to implement an Apprentice Program in conjunction with the Ontario Ministry of Skill and Development.

The following criteria must be respected:

A posting will be put up to read as follows:

- a) Be presently employed by **Consoltex** Inc.
- b) Must attend classes on a day release basis  
(One day per week in Cornwall)
- c) Must provide proof of graduation from grade ten (**10**).
- d) Must pass a series of tests:
  - i) English proficiency
  - ii) Mathematics
  - iii) Mechanical ability

e) Prior experience relevant to maintenance would be an asset.

f) Salary: as per Contract

Should finalists possess equivalent qualifications, final decision may be based on seniority. Note: Program could last a maximum of 4 years.

The successful candidate will undergo a personal interview with a representative of management and the union.

Candidates writing a test will be issued a number, which will be kept confidential until after completion of test.

If the successful candidate comes from the production division, he has to **realize** that his plant seniority will be lost, but NOT for the purpose of vacation calculation.

The aforementioned is a guideline. Future programs may involve somewhat different regulations and will not set an established precedence.

Renewed at Alexandria, Ontario

This **16th** day of September, **1994**.

LETTER OF AGREEMENT #003  
BETWEEN  
**CONSOLTEX INC.**  
Alexandria, Ontario  
AND  
AMALGAMATED CLOTHING AND TEXTILE  
WORKERS UNION  
Local **1664**

**DYE HOUSE PLAN**

**The** Parties agree that this Plan will best achieve their goal of improving the efficiency of the operation and thus enable us to gain long term success in face of today's intense foreign and domestic competition.

**PURPOSE**

It is the intent of the Parties that this Plan serve as a sound basis upon which to forge a new Partnership in which the Union can become actively involved with Management to strengthen the Company's economic performance both short and long term and initiate Joint Employee Involvement Programs designed to improve quality and productivity.

**PART I**

1) The Jets and **Bianco** would be combined to form one segment of the operation.



2) The Jets and **Bianco** would be operated initially by:

- i) Two (2) operators on one shift;
- ii) Two (2) operators on another shift; and
- iii) One (1) operator a third shift.

3) Immediately upon the introduction of an additional Jets, the Jets and **Bianco** would be operated by:

- i) Two (2) operators per shift

Part I would allow for the greatest and most effective use of the **Bianco** on a 24 hours a day basis. It would also require the least amount of training now and when filling future job postings.

#### PART I

1) The Open Beams and the Jigs would be combined to form another segment of the operation.

Part II would also require a minimum amount of training and would facilitate the sharing of any increased workload on the Jigs.

#### PART III

1) Eliminate the 'General' Job Classification.

2) Pad unloaders would have the responsibility of helping in the loading and unloading of the Closed **Beams**.

- 3) The Pad Dyer would do **Pre-Weighing**.
- 4) The Pad Dyer and the **Pre-Weigher** could be assigned to help out with Housekeeping duties in the Dye House and the Dye House Kitchen.

#### **PART IV**

- 1) A Joint Union/Management Committee would be established to **oversee** the operation of the Plan in the Dye House.
- 2) The Committee would consist of:
  - a) **Three (3)** representatives from Management;  
and
  - b) **Three (3)** representatives from the Union:
    - i) The President of the Local;
    - ii) One **(1)** other member of the Local Executive (to be selected by the Executive Committee); and
    - iii) One **(1)** representative from the Dye House (selected by the Dye House employees).
- 3) The Committee will meet not less than once per month or more often as needs dictate.

Renewed at Alexandria, Ontario

This **16th** day of September, **1994**.

**LETTER OF AGREEMENT #004**  
BETWEEN  
**CONSOLTEX INC.**  
Alexandria, Ontario  
AND  
AMALGAMATED CLOTHING AND TEXTILE  
WORKERS UNION  
Local **1664**

**MAINTENANCE CONTRACTING OUT**

The Company **agrees** that to the extent possible, all regular maintenance work will be performed by our employees. The Union **agrees** that outside contractors may be employed by the company for the installation or replacement of equipment, if no qualified employee is available or that the equipment is purchased on an Installed or Serviced basis.

The Company will, if possible, employ **unionized** contractors when necessary on an installation, service basis or on regular maintenance work.

This **4th** day of November, **1994**.

APPENDIX D  
CURRENT WEEKEND SHIFT EMPLOYEES  
Paid **36** hours for **24** hours worked

<b>006</b>	<b>Beaudette, Kenneth</b>	<b>09/01/84</b>
<b>026</b>	<b>Seguin, Randy</b>	<b>11/03/85</b>
<b>028</b>	<b>Marleau, Vincent</b>	<b>05/05/76</b>
<b>035</b>	<b>Lalonde, Denis</b>	<b>25/06/84</b>
<b>052</b>	<b>Villeneuve, Garry</b>	<b>13/06/88</b>

062	<b>Pharand, Maurice</b>	15/03/74
069	<b>Duval, Roger</b>	30/05/77
071	<b>Deschamps, Luc</b>	27/02/79
074	Robinson, Leroy	06/06/78
076	<b>Marleau, Maurice</b>	21/12/77
089	<b>Menard, Rene</b>	21/03/77
103	<b>Cober, John</b>	20/03/86
119	<b>Spooner, Karl A.</b>	23/06/86
122	<b>Chabot, Robert</b>	31/03/87
130	<b>Quesnel, Raymond</b>	25/03/85

### **WEEKEND SHIFT**

**30.00** This agreement applies to the following  
Converting Division:

**Greige** Department  
**Dyehouse** Department  
 Finishing Department  
 Coating Department  
 Inspection Department  
 Quality Control Department  
 Planning Department  
 Laboratory Department  
 Warehouse Department

Maintenance Division:

Maintenance Department

Weekend shift employees will be scheduled to  
work on a rotating weekend shift consisting of

two (2) twelve (12) hour shifts on Saturday and two (12) twelve hour shifts on Sunday.

All current weekend shift employees listed in Appendix 'D' will be paid at a rate of time and one-half (1½) on Saturday and time and one-half (1½) on Sunday.

Employees transferred to the weekend shift as a result of a lay-off (bumping) will be paid at a rate of time and one-half (1½) on Saturday and time and one-half (1½) on Sunday until such time as their recall rights to their original job have expired. Such employees who refuse recall to their original job in order to remain on the weekend shift will thereafter be paid at the rate of time and one-third ( 1 1/3) on Saturday and time and one-third (1 1/3) on Sunday.

Newly hired employees will be paid at the rate of time and one-third (1 1/3) on Saturday and time and one-third (1 1/3) on Sunday.

The weekend shift will be offered to Alexandria employees on a voluntary basis.

#### ARTICLE I - PURPOSE

- 30.01** The Company and Union **agree** on total flexibility of employees working on weekend shift inside of each department. By having

one flat rate per department, we expect employees to operate any machine(s) that is/are scheduled, after they have been trained.

ARTICLE V  
PLANT EXECUTIVE **COMMITTEE**

- 30.02** The Union may elect or appoint one (1) steward per weekend shift to represent the weekend shift employees.

ARTICLE VI  
GRIEVANCE PROCEDURE

- 30.03** No grievance shall be considered where the circumstances giving rise to it occurred or originated more than seven (7) calendar days.

ARTICLE XII  
HOURS OF WORK AND **OVERTIME**

- 30.04** The regular work week for employees working on weekend shift will be from **00:00** a.m. Saturday morning until **24:00** midnight Sunday. Consisting of two (2) twelve hours shifts from:  
**00:00** to **12:00** noon Saturday  
**12:00** to **24:00** midnight Saturday  
**00:00** to **12:00** noon Sunday  
**12:00** to **24:00** midnight Sunday

- 30.05** The weekend shift employee will rotate every weekend.
- 30.06** All additional hours of work performed during the week shall be paid at the applicable overtime rate as per job Classification Appendix "A" and shall include shift premium where applicable.
- 30.07** The scheduled weekend overtime does not apply to employees hired to work during the weekend.

ARTICLE XIII  
VACATION WITH PAY

- 30.08** The vacation schedule for the weekend employees will consist of 3 weekends in a row at summer shutdown and will be paid according to the following schedule.

Seniority

0 to 2 years	<b>4.5%</b>
2 to 5 years	<b>6.0%</b>
5 to <b>10</b> years	<b>8.0%</b>
<b>10</b> to <b>15</b> years	<b>9.0%</b>
<b>15</b> to <b>20</b> years	<b>10.0%</b>
<b>20</b> to <b>25</b> years	<b>11.25%</b>
<b>25</b> years and over	<b>11.50%</b>

It is understood that no other time off will be

granted for vacation purposes unless both parties mutually agree. It is understood that the vacation pay percentage refers to the employee's earnings during the twelve (12) months immediately preceding July 1<sup>st</sup> of that year, and distribution as follows:

All employees shall receive their vacation pay percentage the week preceding the annual shutdown.

#### ARTICLE XIV STATUTORY HOLIDAYS

- 30.09** **Statutory Holiday:** For weekend purposes
- a) A statutory holiday is deemed to be 8 hours at the flat rate at straight time of the department to be paid once a year at Christmas time.
  - b) All weekend employees who have attained seniority shall receive payment for statutory holiday equivalent to 1 holiday per month provided he did work during that month. One extra pay holiday will be paid at Christmas provided that the employee has worked during the month of December.
  - c) At Christmas time all weekend employees will have two (2) weekends off in a row and be paid for the equivalent statutory holiday they are entitled to.



d) It is understood that regular employees joining the weekend shift **will** be paid at Christmas the remaining statutory holidays he is entitled to and shall not exceed the equivalent of **13** paid holidays per year.

e) For calculation purposes a calendar year shall be used to calculate statutory holidays.

#### ARTICLE XV - SENIORITY

**30.10** An employee will be considered probationary for the **first 480** hours accumulated over a six **(6)** month period and will have no seniority rights during that **480** hours of service. Over a six **(6)** month period his seniority shall date back to the day on which employment began.

Should a lay off occur which appears likely to the Company to exceed fourteen **(14)** days, the week and weekend employees would be combined together and the Company would proceed to lay off the most junior employee(s) in his Division.

The Company has the sole right to ask the most junior employee(s) to move to the weekend shift.

**30.11** Employee working on weekend shift will be contacted by phone to offer them the job and the opportunity to sign a posting. They will be

required to come in the plant through the Main Office to sign postings in their respective department. The department superintendent or supervisor and one union steward will be assigned to call and keep record of who was called.

#### ARTICLE XVI – TRANSFERS

- 30.12** Employees who transfer from the regular work week to the weekend work force or vice versa shall be paid the applicable rate of the job they transfer to, starting the day they are physically transferred.

#### ARTICLE XVIII LEAVE OF ABSENCE

- 30.13** This replaces **18.07**.

On weekend:

The weekend shift employee in the event that he is injured while on duty, that employee will be paid at the rate that he would have been normally paid if he had finished that shift.

During 5 day regular week:

In the event that a weekend shift employee is injured during an overtime shift, that employee shall be paid at the overtime rate up to the time of injury and the balance of the shift at the base rate, if that employee is

unable to return to work. In this case, the rate of pay will be the one found in Appendix "A".

#### ARTICLE XIX - GENERAL

Replacing **19.03**.

- 30.14** No weekend shift employee will be recalled after **12** hours of work during the course of the following shift if he has left the plant.
- 30.15** The weekend employee cheques will be available in their respective departments after **13:00** p.m. Thursday. They will be allowed to come to the front office to get their cheques if they so desire or they will be given to them on the Saturday in their department.

**ARTICLE XXII  
WAGE RATES**

**30.16** Weekend shift flat rate.  
To replace **22.01**

<u>Department</u>	<u>1st</u> July <u>1993</u>	<u>1st</u> July <u>1994</u>	<u>1st</u> July <u>1995</u>	<u>1st</u> July <u>1996</u>
<b>Dyehouse</b>	12.40	12.65	12.90	13.10
Finishing	12.10	12.35	12.60	12.80
Coating	12.30	12.55	12.80	13.00
Inspection	12.30	12.55	12.80	13.00
<b>Greige</b>	11.90	12.15	12.40	12.60
Laboratory	12.05	12.30	12.55	12.75
<b>Office</b>	11.80	12.05	12.30	12.50
Warehouse	12.15	12.40	12.65	12.85
Maintenance Licensed Millwright	15.28	15.53	15.78	15.98

**ARTICLE XXIII - SHIFT PREMIUM**

**30.17** To replace **23.01**  
The shift premiums are included in the flat rate as established in **30.16**.

**ARTICLE XXIV - REST PERIOD**


**30.18** Employee on weekend shift will receive two

(2) half (½) hour break periods for their lunch. It is understood that the scheduling of the breaks is the responsibility of the Company.

**30.19** It is to be understood that Appendix "A" rates apply for any work outside the regular weekend shift.

**Signed** the **6th** day of February **1995** at Alexandria,  
Ontario.

**THE AMALGAMATED CLOTHING AND TEXTILE  
WORKERS UNION, AFL-CIO-CLC, ON ITS OWN  
BEHALF AND BEHALF OF ITS LOCAL 1664.**

P. Quig   
V. Poirier Vincent Poirier  
L. Stewart Lyle Stewart  
D. Lewis Dorell Lewis  
R. Duval Roger Duval  
G. Lavigne Guy Lavigne  
W. Villeneuve W. Villeneuve

CONSOLTEX INC.  
D. Racine Donald Racine  
A. McCormick Allen McCormick  
J. Filteau J. Filteau  
M. Lafleur M. Lafleur