

TERM: March 1, 1997 to February 28, 2002

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

- and -

STRIDE FIBRES LIMITED

BETWEEN:

SOURCE	Company
EFF.	97 03 01
TERM.	2002 02 28
NO. OF EMPLOYEES	210
NOMBRE D'EMPLOYES	CB.

COLL
AGRE



**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.

UFW

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**

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

NOV 13 1997

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.

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.

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 **185,000** members in Canada and **1,400,000** 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 Alagjorski, Mississauga
Toni Armstrong, Hawkestone
Bryan Braithwaite, Chatham
John Brodhagen, Chesley
Judith Burch, Scarborough
Freda Courtnege, Brantford
Bruce Dosman, Hanover
Hyacinth East, Stoney Creek
Colby Lynn Flank, Thunder Bay
David Fax, Napanee
Sheila Grant, Belleville
Wayne Harbin, Guelph
Tim Kelly, Stratford
Masood Khan, Scarborough
Cliff Kostyniuk, St. Catharines

Marilyn Lang, Cobourg
Angus Locke, Kitchener
Julie Marentette, Belle River
Rosemarie Mathieu, Scarborough
Rodney Merkley, Thunder Bay
James Montgomery, Welland
Pat Newall, Port Hope
Phillip Pafahnuk, Waterford
Cindy Rarie, Kenora
Leslie Sardo-Viscuglia, Hamilton
Christopher Scott, Cambridge
Ron Springall, Kitchener
Margaret White, Trenton
Thomas Williams, Baltimore
Coreena Zurkan, Kenora

LOCAL 633 EXECUTIVE BOARD

PRESIDENT

Dan Bondy, Amherstburg

SECRETARY-TREASURER

Linval Dixon, Whitby

RECORDER

Patricia Bain, Willowdale

VICE-PRESIDENTS:

Sherry Casagrande, Sault Ste. Maria
Neil Hotchkiss, McGregor
Roy Reed, Orillia

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 Employment Insurance?** 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

10
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 rights. A Union Steward cannot work miracles to 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 35 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 every one 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!

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, 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 published 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 this.

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 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.

What if I don't get 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? 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 file a WCB claim. If you have any problems or concerns, contact the Union office.

At the time of printing, changes to the Workers' Compensation Act, Bill 99 is before the Legislature.

There are some significant changes in Bill 99 that will reduce the rights of injured workers. The new legislation is likely to come into effect in the fall of 1997.

EMPLOYMENT INSURANCE
(formerly **UNEMPLOYMENT INSURANCE**)

On June 30, 1996 the Employment Insurance Act came into effect. Additional changes became effective January 1, 1997. The new system reflects a fundamental restructuring of the old Unemployment Insurance System.

"Where to Apply?"

Apply at the local Human Resource Centre of Canada. Check the telephone directory under Human Resources Development Canada or Canada Employment Centre for the office nearest you.

Regular Benefits:

You can receive regular benefits if you lost your job and you can't find work, provided that you meet these requirements:

- you have paid into the EI account;
- you have worked the required minimum number of hours in the last 52 weeks; the number of hours of work needed, may range from 420-700 hours depending on the unemployment rate in your region
- there are two exceptions: if this is your first job ever, or your first job after coming back into the workforce after an absence of two years or more, you will need a minimum of 910 hours of work to qualify regardless of the local unemployment rate.

In most cases you will receive 55% of your insured earnings to a maximum of \$413 per week. Claimants who are in a low income family (an income of less than \$25,921) with children and receive the Child Tax Benefit will receive a Family Supplement based on your Child Tax Benefit. Your benefit rate can be increased to a maximum of 65% but not greater than the maximum benefit rate of \$413.

Claimants can collect benefits between 14 and 45 weeks depending on the unemployment rate in their region, and the number of hours they have worked in the last 52 weeks.

How to Calculate the Benefit Amount?

The benefit rate is based on your average insured earnings in the last 26 weeks of work. Your insured earnings will be averaged over a number of weeks known as a divisor. The divisor is the greater of:

(a) the number of weeks of insured earnings in the last 26 week period; or

(b) the number of weeks specified in the divisor table.

if you worked for only the minimum number of weeks required to qualify, or for one week longer than that, then the minimum divisor applies to you.

intensity Rule:

Any week of regular benefits collected after June 30, 1996 could affect your benefit rate on future claims. Weeks of benefits claimed will stay on your claim history for five (5) years. Working while on a claim can help you to reduce the number of weeks on your claim history. Your claim history is maintained for five years.

Work Credits:

Claimants who work while they receive regular benefits and earn enough to reduce their EI cheques will be able to earn work credits to be applied against the intensity rule. The total amount they save the EI system by working while on a claim will be converted into weeks of unpaid benefits. Those weeks will then be credited against the application of the intensity rule for the next claim in the next five years.

Sick Benefits:

Sick benefits are paid for up to 15 weeks, if you have 700 hours of insurable employment in the last 52 weeks or since the start of your last claim. If you get sick after your employment was interrupted for another reason, such as temporary layoff, you may be eligible with less than 700 hours. Medical reports are necessary.

Maternity Benefits:

You must have worked and paid EI premiums for at least 700 hours in the last 52 weeks, or since the beginning of your last EI claim. You can start collecting maternity benefits up to 8 weeks before you are scheduled to give birth. However, benefits cannot be received later than 17 weeks after the baby is due or born, unless the infant is confined to a hospital.

Parental Benefits:

Parental benefits can be collected for up to 10 weeks by both natural and adoptive parents while they are caring for a newborn or adopted child. The time allotment may be extended to 15 weeks if the child is six months or older at the time of arrival in your home and suffers from a physical, psychological or emotional condition that requires extended care. The benefits can be claimed by one parent or split between the two, but if they are split, each parent will have a two week waiting period.

Benefits are paid at 55% of your average insured earnings up to a maximum of \$413 per week.

Discharge 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 need assistance with your appeal.

FOR MORE INFORMATION**CONTACT****HUMAN RESOURCES DEVELOPMENT CANADA****OR****CANADA EMPLOYMENT CENTRE****SHOULD YOU HAVE A PROBLEM****CALL YOUR****LOCAL UNION REPRESENTATIVE****FOR HELP!**

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**.

TABLE OF CONTENTS

ARTICLE	PAGE
1 Purpose	1
2 Recognition	1
3 Management Functions	3
4 Union Security and Check Off	4
5 Union Stewards and Committees	5
6 Strike or Lockout	8
7 Bulletin Boards	9
8 No Discrimination	9
9 Grievance Procedure	9
10 Discharge Cases	12
11 Arbitration	13
12 Witnesses	15
13 Probationary Employees	15
14 Transfers and Job Postings	16
15 Seniority	20
16 Loss of Seniority and Rights	22
17 Seniority Applied to Layoffs	23
18 Bereavement Leave	25
19 Jury Duty/Witness Leave	27
20 Leave of Absence	28
21 Union Leave	29
22 Pregnancy and Parental Leave	29
23 Disciplinary Warnings	31
24 Health and Safety	32
25 Safety Shoes & Uniforms	34
26 Wages	36
27 Shift Premium	38
28 Call-Back/Call-In	38
29 Hours of Work and Overtime	39
30 Paid Holidays	42
31 Vacations	44
32 Health and Welfare	46
33 U.F.C.W. Local 175 Education & Training Fund	49
34 Copies of the Agreement	50

35 Accommodations	50
36 Duration	50
Schedule "A"	52
Retroactive Pay	54

Letters of Understanding:

RE: Schedule "A"	55
Article 32.06 - Long Term Disability	57
Chris Make	58
Management/Steward Meetings	59
Material Handling of Waste Fibre for Subsequent	
Reprocessing and/or Sale	60
Masterbatch and Colour Control	61
U.F.C.W. Charity Fund	62
Humidex	62
Extrusion Department Employees - Shower Time	65
Smoking Area Shelters	67
Article 29.04 (a)	68
Permanent Layoff	70
Tubesorter	71
George Dwyer, Supervisor of Electrical Technicians	72

COLLECTIVE AGREEMENT

**THIS AGREEMENT ENTERED INTO AT WATERLOO,
ONTARIO ON THE 25th DAY OF AUGUST, 1997.**

BETWEEN: **STRUDEX FIBRES LIMITED**
(hereinafter referred to as "the Company")

and -

**UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 175**
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish satisfactory relations between the Company and its employees and the Union, and to provide the machinery for the prompt and equitable disposition of grievances, to promote the mutual interest of the Company and its employees.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union, United Food & Commercial Workers, Local 175, chartered by the United Food & Commercial Workers International

Union, CLC, AFL-CIO, as the sole and exclusive bargaining agency for all its employees employed by the Company at its plant in the Regional Municipality of Waterloo, Ontario, save and except Foreman, persons above the rank of Foreman, Quality Control Persons, office and sales staff, students employed during the summer vacation period, and persons not regularly employed for more than twenty-four (24) hours per week.

- 2.02** The Company undertakes that it will not enter into any agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively, which will conflict with any of the provisions of this Collective Agreement.
- 2.03** For the purpose of interpretation, wherever the feminine gender is used in this Agreement, it shall include the masculine and vice-versa.
- 2.04** Persons whose jobs are exempt re Article 2.01 above, shall be permitted to perform work on an hourly rated job in cases of emergency and for purposes of instruction or training, including demonstrating the proper method to accomplish the assigned task, but in no case shall the above result in a loss of employment, layoff, or loss of any hours for bargaining unit employees.

Any grievance pertaining to this Article must be filed directly with the Plant Manager and the Human Resources Manager by the Chief Steward or his designate.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Union recognizes and acknowledges that the management of the Plant and the 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) hire, discharge, classify, transfer, promote, demote, suspend and discipline, provided that a claim that an employee has been dealt with as above without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure; to retire after age 65 (this is to be reviewed by the Company on a year-to-year basis).
 - (c) Generally, to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the products to be manufactured, methods of manufacture, schedules of production, kinds and location of machines and tools to be used, process of manufacturing, the engineering and designing of its products, the control of materials manufactured, and parts to be incorporated in the products manufactured, and the extension, limitation, curtailment or succession of operations.
 - (d) Nothing in this Agreement shall be interpreted as denying or precluding Management either from the right or opportunity of presenting any of its problems to any Executive Officer of the United Food & Commercial Workers, Local 175. Likewise, the

Officers of the aforementioned Union shall have similar opportunity as outlined above.

3.02 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

3.03 The Company agrees that time for all meetings called by the Company will be paid for at base rate, provided the meeting takes place during the employees' regular working hours, or where the Company insists on mandatory attendance. Should the Company state that attendance is voluntary, then no payment will be made.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.01 All future employees, on the effective date of the Agreement, shall be required as a condition of employment to authorize the Company in writing to deduct an amount equal to the regular monthly Union dues. The Union will inform the Company by registered mail, on a timely basis, of any changes to the Union dues one (1) calendar months prior to the effective date.

- (a) Employees on the payroll of the Company as of March 1, 1989, may become and thereafter remain members of the Union as a Condition of employment.
- (b) All employees of the Company hired on or after March 1, 1989, shall, upon completion of their probation, become and thereafter remain members of the Union as a condition of employment.

- (c) The Company shall remit to the Union, within fifteen **(15)** calendar **days** following Completion of the probationary period, ~~the~~ United Food & Commercial Workers Membership Application Form signed by the new employee.

- 4.02** The Company agrees to deduct bi-weekly from earned wages of the employees, ~~the~~ membership dues and initiation fee established by the Local Union and remit same with a list of employees and their Social Insurance Numbers from whose pay such deductions have been made, within fifteen **(15)** days following the end of each month.
- 4.03** The Company agrees to show the ~~total~~ amount of Union Dues ~~on~~ the employee's T4 slip.
- 4.04** The Union agrees ~~to~~ keep the Company harmless from any claims against it by an employee which arises out of the deduction and remittance of dues or initiation fees

ARTICLES - UNION STEWARDS AND COMMITTEES

- 5.01** No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union. The Union will provide an up-to-date list of its representatives so appointed ~~at~~ all times during the term ~~of the~~ Collective Agreement.
- 5.02** A Bargaining Committee of not more than four **(4)** people shall be selected by ~~the~~ Union to represent the Union at bargaining sessions. Note: The above will

not include a representative of the United Food & Commercial Workers International Union. In the event that the bargaining unit increases to 225 bargaining unit employees, the bargaining unit negotiating committee shall increase by one (1) committee member.

5.03 The employees shall have the right to ask for and be granted the assistance of a representative of the United Food & Commercial Workers, Local 175, when in negotiations or any other matter in dealing with the Company. Such representative shall have access to the Company's premises, to tour the Plant and observe the employees performing their assigned work. Such visits must have the proper approval of Management. Management's approval will not be unreasonably denied.

5.04 In the event either party wishes to call a meeting of the Stewards Committee, the meeting shall be held at a time and place fixed by mutual agreement; however, such meetings must be held not later than six (6) calendar days after the request has been given, unless otherwise agreed.

5.05 The Union shall have the right to appoint or otherwise select Stewards to represent each Department as needed from within the bargaining unit.

5.06 (a) The Union shall prepare and maintain a written list of employees' names who are designated as Chief Steward and Department Stewards. Management shall not be required to recognize any such employee until Management has been notified, in writing, by the Union of the name and jurisdiction of such Stewards.

- (b) No employee shall act in the capacity referred to in (a) until they have completed **six** (6) consecutive months employment with the Company.
- (c) The Union acknowledges that the Stewards and members of the bargaining unit have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without obtaining permission of their immediate Supervisor or designate.

Each Steward shall, with the consent of his/her Supervisor, be permitted to leave his/her regular duties for a reasonable length of time to function as a Steward as provided in this Agreement. Such consent from the Supervisor shall not be unreasonably withheld. In return, the Company will pay Stewards for any regular hours of work missed in dealing with the Company, to a maximum of thirty (30) minutes per shift, unless additional paid time is authorized by Management.

The Company will pay Stewards at their straight time regular rate of pay for all time spent in Grievance Meetings with Company Officials.

The Company will accommodate the Steward with an office, upon request, with privacy and a telephone to assist in discussing grievances and complaints

The Company will provide a locked cabinet for the use of the Union Stewards and it will be located in the Plant Meeting Room, Number 11 (eleven).

- (d) Employees who are appointed or otherwise selected by the Union to the Negotiating Committee for the

6.01 In view of the arrangements provided by this Agreement for the disposition of any grievances as herein provided, the Company agrees that there will be no lockout of employees, and the Union agrees that there will be no strike, slowdown, sit-down,

ARTICLE 6 - STRIKE OR LOCKOUT

5.08 The Union agrees that there will be no Union activity on Company premises, except in matters relating to this Collective Bargaining Agreement, where permission is to be obtained from the Company first. Such permission will not be unreasonably denied.

5.07 The Stewards so selected shall constitute the Grievance Committee so long as they remain employees, or until their successors are chosen. The Grievance Committee shall include a Union Representative.

The above shall not be used in determining overtime.

It is understood that the work week for employees appointed or selected to the Negotiating Committee is reduced by eight (8) or twelve (12) hours [Night Shift - sixteen (16) or twenty-four (24) hours], whichever is applicable, for each negotiation session.

renewal of this Collective Agreement, who are to be in attendance at negotiation sessions, shall be paid eight (8) or twelve (12) hours [Night Shift - sixteen (16) or twenty-four (24) hours], whichever is applicable, for each negotiation session scheduled between the Parties. The Union shall reimburse the Company fifty percent (50%) of the total lost wages paid to the Committee by the Company.

picketing, or other actions which interfere with work or operations. If any such action **takes** place, the Union **agrees to instruct** the **employees** to adhere to the provisions of the Agreement and return to work and to perform their duties.

6.02 Definitions for the term "lockout" and "strike" as used in Section 6.01 above, shall be in accordance with the Labour Relations Act.

ARTICLE 7 - BULLETIN BOARD

7.01 The Company will provide two (2) locking enclosed Bulletin Boards displaying the Union logo located in the Plant for the convenience of the Union in posting notices of Union activities and education material. All such notices must be signed by an Union Official or Steward, and submitted to the Personnel Department for approval before being posted. Such permission shall not be unreasonably withheld.

ARTICLE 8 - NO DISCRIMINATION

8.01 The Company and the Union agree that there will not be any discrimination and/or intimidation practised by either party contrary to that which is contained in federal or provincial statutes covering Human Rights.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 (a) if an employee has a complaint, he shall first discuss the complaint with his immediate Foreman. The Steward may be present at the request of the employee.

It is the intention of the Parties that all complaints be adjusted or settled as quickly as possible. If an employee is unable to satisfactorily resolve a complaint under this informal procedure, then the complaint may become the matter of a formal grievance.

- (b) An employee who has an unsettled complaint regarding the interpretation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, the employee may take the complaint up as a grievance, in accordance with the following steps.

Step One

The employee, who may request the assistance of his Steward, shall present the grievance, in writing, to his immediate Supervisor, or his designate, within seven (7) calendar days after the circumstances giving rise to the grievance has occurred.

The employee's immediate Supervisor shall render his decision in writing within seven (7) calendar days following the presentation of the grievance at this Step.

Step Two

Failing settlement at **Step 1**, the grievance may be appealed within Seven (7) calendar days following the written decision under Step One to ~~the~~ Personnel Manager or his designate. The Personnel Manager, or his designate, shall discuss the grievance with the Union Representative and the Steward (the grievor may be present at the request of either party), within

seven (7) calendar days of the Step 2 meeting request. The Personnel Manager, or his designate, shall answer the grievance in writing, within seven (7) calendar days following the discussion with the Union Representative.

Failing settlement at Step Two, the grievance may be submitted to Arbitration within twenty-one (21) calendar days following the discussion with the Union Representative at Step Two as outlined above.

- 9.02 Any difference arising directly between the Union and the Company relating to the interpretation, application, or alleged violation of the Agreement may be presented by either party as a Policy Grievance within fourteen (14) calendar days after the date when the subject matter of the grievance first arose, commencing at Step Two. It is understood, however, that the provisions of this paragraph shall not be used with respect to a grievance directly affecting an employee, which the employee could herself institute. The regular grievance procedure shall not be bypassed unless the employee is physically unable due to medical reasons to process her own grievance.
- 9.03 Replies to all written grievances shall be in writing at all stages.
- 9.04 Any grievance concerning or affecting a group of employees may be originated under Step One.
- 9.05 The Company shall provide the necessary facilities for the grievance meetings.

- 9.06 Any grievance not presented in accordance with the time limits as set out in this Article shall be deemed **to have** been abandoned. However, any and all time limits **fixed** by **this** Article may, at any time, be extended by written agreement between the Company and the Union.
- 9.07 All decisions arrived at between the Company and the Representative of the Union shall be final and binding upon the Company, the Union and the employee(s) concerned

ARTICLE 10 - DISCHARGE CASES

- 10.01 A claim by an employee that he/she has been unjustly discharge from his/her employment, will be treated as a special grievance, commencing at Step Two of the Grievance Procedure, provided the discharged person submits his/her written grievance, dated and signed, within seven (7) calendar days after the discharge.
- 10.02 Such special grievances may ~~be~~ settled by confirming **the** discharge, or by reinstating the discharged **person** with **full** compensation for time lost, seniority and benefits
- 10.03 It is agreed that the Steward and the Union Representative will be notified **as soon as** possible after the dismissal of any employee in the bargaining **unit**. **Such** notice will be not later than the following working day giving rise to such discharge,
- 10.04 Without limiting **the** Company's rights, it is agreed that the specific penalty of discharge will follow for:

- (a) being under the influence of intoxicants or illegal stimulants in the workplace, or while performing work for the Company;
- (b) if smoking in a prohibited area, the government legislation will be invoked by the Company up to and including the maximum penalty. The specific penalty of discharge will follow for the second offence, subject to the Grievance Procedure.
- (c) consuming intoxicants or illegal stimulants on the Company's property, or while performing work for the Company, or illegal possession of same while on the Company's property
- (d) theft;
- (e) deliberate falsification of time cards.

When it appears that extenuating circumstances are evident, the Company is not obligated to invoke the maximum penalty.

It is understood that an employee has recourse to all of the provisions outlined in Article 9 - Grievance Procedure.

ARTICLE 11 - ARBITRATION

- 11.01 When either party requests that a grievance be submitted to arbitration, as provided under Article 9, it shall make such request in writing addressed to the other party to this Agreement, and such request shall include the name of its nominee, the other party shall nominate a Representative, provided however, that if

such other party fails to nominate a Representative as herein required, and **unless** the time has been extended by mutual agreement between the two parties, the Minister of Labour for the Province of Ontario, shall have power to effect **such** appointment upon application thereto by either party. The two nominees shall attempt to select, by agreement, a Chairperson of the Arbitration Board. If they are unable to agree upon such Chairperson within a period of ten (10) calendar days after the nomination of the second Representative, they, or either of them, may ~~then~~ request the Labour Management Arbitration Commission for the Province of Ontario to appoint a Chairperson.

- 11.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance
- 11.03 No matter may be submitted to arbitration which has not been carried through all previous steps of the Grievance Procedure.
- 11.04 Each of the parties hereto **shall** bear the expenses of the representative appointed on its behalf, and the parties hereto shall jointly bear the expense of the Chairperson of the Board of Arbitration.
- 11.05 Any and all time limits referred to under the Grievance Procedure herein, may, at any time, only be extended by written agreement between the Company and the Union.
- 11.06 The decision of the majority of the Arbitration Board shall be the decision of the Board, and shall be final and binding on the Company, the Union and the

employee(s) affected, provided however, that in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify, or amend any of its provisions, nor to make any decision in conflict with the provisions of this Agreement.

11.07 In arbitrating any discharge, the Board of Arbitration shall have the authority to:

- (a) affirm the Company's action, or;
- (b) set aside the penalty imposed by the Company and restore the grievor to his former position with full compensation for time lost, seniority and benefits, or;
- (c) impose a lesser penalty as awarded by the Chairperson.

ARTICLE 12 - WITNESSES

12.01 At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the employee(s) concerned as witnesses and any other necessary witnesses. All reasonable arrangements will be made to permit the Arbitrator(s) to have access to any part of the Company to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - PROBATIONARY EMPLOYEES

13.01 (a) An employee shall be considered a probationary employee until such employee has been employed by

the Company for ninety (90) calendar days. Upon written agreement between the parties, the probationary period may be extended. In such event, the Regional Director, or his designate, shall act on behalf of the Union, and the Personnel Manager, or his designate, shall act on behalf of the Company.

- (b) A probationary employee shall have no seniority standing. Upon completion of the probationary period, an employee retained by the Company shall be credited with seniority from their last date of hire.
- (c) The Company has full right to release probationary employees, and the Union shall not make such action the subject of a grievance and/or arbitration. **unless** there is a violation of Article 8.01.
- (d) After 60 calendar days and where a general layoff interrupts the ninety (90) calendar days probationary period, the probationary employee if rehired shall be allowed to complete the probationary period commencing from the employee's termination date.

ARTICLE 14 - TRANSFERS AND JOB POSTINGS

14.01 It is agreed between the Union and the Company that **all** classifications listed in Schedule "A" (Wage Rates) will be subject to a job posting procedure.

14.02 **Job Posting Procedure**

- (a) Where a job vacancy **occurs** or a new job is created which the Company intends to fill, notice shall be posted within seven (7) working days for a minimum period of seventy-two (72) hours. The posting period

excludes Saturday, Sunday, paid holidays and annual vacation shutdown. The posting shall include shift hours and rate of pay and shall be posted on the "Job Posting Bulletin Board" enclosed in glass, installed above the Punch Clock. An employee absent from work, for any reason, shall be considered for any job posting provided the employee advised the Company in writing of his intention to transfer to that classification. The preceding sentence shall be added to the Job Posting Standard Form. These requests shall be updated annually by the employees.

- (b) Any employee having completed twelve (12) months of employment is eligible to apply by signing the posting.
- (c) In filling job vacancies, including promotions and new positions, the job shall be awarded within fifteen (15) working days of posting to the most qualified applicant having the ability and experience to perform the job. Where two (2) or more employees having the ability and experience to perform the job are judged to be relatively equally qualified, seniority shall be the determining factor. Cross-training within a Department is not subject to the Job Posting Procedure. The option to be cross-trained will be offered to employees by Departmental Seniority; however, an employee may choose not to be cross-trained.

It is understood that ability and experience obtained in the last six (6) months prior to the posting of the vacancy by an employee assigned by the Company to fill a temporary vacancy in accordance with Articles 14.02 (e), 14.03 (a), and 14.04 (b), shall not be a factor in determining the successful applicant.

This above condition does not apply to any experience gained by employees prior to June 11, 1989.

- (d) Thereafter, employees who are successful in being awarded a permanent job posting will not be allowed to apply for subsequent job postings for twelve (12) consecutive months from the date their last appointed job posting commenced. This will not apply if job becomes redundant, or if the employee is returned to his former job, in accordance with 14.02 (O).
 - (e) During the posting period, the vacancy or new job may be filled at the discretion of the Company.
 - (f) The Company shall have the exclusive right to remove an employee and return him into his former position within thirty (30) consecutive working days if the employee selected fails to learn and perform the newly awarded job satisfactorily. An employee who was subsequently moved as a result of the original move, will also be returned to his former position. If the employee's former position becomes redundant, then the normal seniority provision shall apply. An employee will be allowed to return to his former position, if he so desires, within seven (7) consecutive working days of assuming his new position
- 14.03 (a) In filling job vacancies, including promotions, transfers and new positions for a temporary period of thirty (30) calendar days or less, such vacancies shall be filled at the discretion of the Company.
- (h) In the event temporary employees from an outside agency are to be placed in the bargaining unit because

of extenuating circumstances, the Chief Steward or his designate will be notified **immediately**.

- 14.04** (a) All temporary job vacancies will be posted upon the completion of the thirtieth (30th) day. The job shall be posted and awarded in accordance with Article **14.02** (a) and (b) above. Upon completion of the temporary period, the employee(s) affected shall be returned to their former classification, but may retain departmental seniority according to Article **15.02** (b).
- (b) It is understood that the third vacancy created by a Job Posting in Article **14.04** (a) may be filled at the discretion of the Company.
- 14.05** No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his bargaining unit seniority accumulated up to the date of leaving the unit, but will not accumulate further bargaining unit seniority. Such employee shall have the right to return to the bargaining unit, without **loss** of seniority, within three (3) months following his transfer outside the bargaining unit. After the three (3) month period, members out of the bargaining unit will have all seniority rights terminated. The only exception to the above will be employees temporarily transferred outside the bargaining unit for a period up to one (1) year, to fill a temporary vacancy. The Company will post notification of such occurrence.
- 14.06 (a) No employee shall be transferred to another department within the bargaining unit without his consent for a period exceeding one (1) shift, if an employee is transferred to another Department, he

shall have the right to return to his former classification within thirty (30) calendar days, and any other employee affected shall be returned to his former classification.

- (b) The junior employee with the required skill and qualifications will be assigned first.

ARTICLE 15 - SENIORITY

- 15.01 (a) Seniority is defined as length of continuous employment with the Company in the bargaining unit.
 - (b) Service is defined as **length of continuous** employment with the Company.
 - (c) Department seniority as defined in Article 15.02 (b) and (c) is established from the first date **of** employment within a Department.
- 15.02 (a) Seniority lists showing the **length of** seniority and Departmental seniority date of the employees shall be established and posted for each Department on a bulletin board. These lists will be updated and re-posted **every** six (6) month period (March **and** September) during the term of this Agreement. Such lists shall be permanently maintained on the bulletin board. The Union will receive a copy of all original lists and the subsequent six (6) month lists, as they are revised and posted.
- (b) Any full-time employees (having completed the probationary period) shall acquire subsequent departmental seniority when they have worked in any other Department thirty (30) consecutive working

days. Days lost due to legitimate leave will not be **counted** in the **above** clause.

In each case, seniority will be dated from the first day of employment in that Department. This date shall be known as the effective date of the employee's seniority in that Department.

- (c) Seniority acquired by an employee in each Department shall continue to accumulate **from** the effective date thereafter regardless of the number of subsequent transfers.
- (d) In the event of layoff **or** short work day, the Chief Steward shall be the last person laid off, provided there is work available which the Chief Steward is capable of performing. In the event the Chief Steward **is** absent due to illness, etc. then the Alternate Chief Steward will be the last **person** laid off. Within thirty (30) days of the signing of this Agreement, the Union shall advise the Company in writing of the names of the employees who will be designated to replace the Chief Steward in such event.

15.03 The Departments referred to above are:

1. Extrusion
2. Texturizing
3. Master Batch and **Colour** Control
4. Yarn Department
5. Packing Department
6. Maintenance
7. Waste Recovery
8. Spin Texturing Department

ARTICLE 16 - LOSS OF SENIORITY AND RIGHTS

- 16.01 An employee's seniority and all rights shall **be** cancelled and their name removed from the seniority lists for any of the following reasons:
1. when an employee is discharged for **just** cause and the employee is not reinstated; **or**
 2. the employee voluntarily resigns; **or**
 3. the employee is absent for three (3) consecutive working days without advising the Company and securing a leave of absence; **or**
 4. when an employee is on layoff and is recalled to return to work and fails to return or apply for a leave of absence:
 - (a) within seven (7) calendar days after being notified by registered mail **to do so**, unless through sickness or other **just** cause. (The onus is on **the** employee to prove **just** cause.) It shall **be** the responsibility of the employee to keep the Company informed of **his** current address and telephone number.
 - (b) within three (3) consecutive working days after personal contact has been made by a designated Management representative
 5. (a) when an employee with less than fifteen (15) years seniority is on layoff for a period exceeding eighteen (**18**) consecutive months;

- (b) when an employee with fifteen (15) years or more seniority is on layoff for a period exceeding twenty-four (24) consecutive months;
- 6. when an employee has not been engaged in work for the Company for any reason including verified illness or accident (not including Workers Compensation) for a period exceeding thirty-six (36) consecutive months.

It is understood that this Article does not apply to an employee absent due to a work related illness or injury.

ARTICLE 17 - SENIORITY APPLIED TO LAYOFFS

17.01 Short Term Layoff

- (a) The Company shall notify employees with seniority twenty-four (24) hours in advance of layoffs, or pay Schedule "A" wage rates in lieu thereof, provided such layoff is for a duration of four (4) working days or less, but exceeding one (1) shift.
- (b) Where it is predetermined that a layoff of four (4) consecutive working days or less but exceeding one (1) shift is necessary, it is agreed that the seniority provisions outlined in 17.02 (b) do not apply, therefore, it shall be done by Departmental Shift Seniority provided those remaining employees are qualified to perform the available work; however, an employee laid off with loss of employment, up to five times (5x) or eight (8) working days (whichever comes first) in all twelve (12) month periods, in accordance with this Sub-Article 17.01, shall fail all future layoffs in accordance with this Sub-Article

17.01 have the option of bumping the most junior employees first in the Department on one of the other shifts in his Department, then in the Bargaining unit. Employees must advise their Foreman immediately upon being notified of their shift(s) cancellation and layoff, of their intention to exercise the option of bumping.

Long Term Layoff

17.02

(a) The Company shall notify employees with seniority a minimum of seventy-two (72) hours in advance, or pay Schedule "A" wage rates in lieu thereof for layoffs of over four (4) consecutive working days.

(b) A layoff of employees shall be made on the basis of departmental seniority provided those employees who are entitled to remain are competent and willing to do the work which is available.

Layoff and Recall

17.03

(a) As employees progress through transfer and/or job posting, so shall they retrogress during times of layoff as per Article 17.02 and shall thereby exercise their bumping rights into the last department where they had previously acquired seniority provided they are able to perform the work available in that department. Should an employee decide not to exercise his bumping rights, he shall then sign a notice of "Desire to Relinquish" his seniority in that department thereby forfeiting his right to reinstatement in that department in future by reason of seniority. The Company will ensure that this process is followed and documented.

- (b) Should any employee being recalled from layoff wish to bypass a department in which seniority was previously acquired, they shall **sign** a notice of "Desire to Relinquish" their seniority in that department, thereby forfeiting their right to recall or reinstatement in that department in future by reason of seniority. The Company will ensure that this process is followed and documented

17.04 If an employee is laid off and recalled based on seniority, he/she will be reinstated in all welfare plans without loss of his/her benefits due to the layoff.

17.05 It is the Company's intention that no new employee will be hired until those employees who have been laid off have been given the opportunity of **recall**, provided the employee advised the Company in writing at the time of layoff of his intention to be recalled to another classification.

It is the responsibility of the employee to advise the Company of their current address and telephone number.

17.06 All notifications and or notices pertaining to Article 17.02 shall be given in advance to the Chief Stewards and shall be posted in writing and copies given to **the** Chief Steward or his designate.

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 (a) Eight (8) Hour Shifts:

An employee, other than a probationary employee, who suffers the death of a spouse or child, shall,

upon request, he **granted** a leave of absence of five (5) consecutive working days (~~forty (40) hours~~) without loss of regular wages.

An employee, other than a probationary employee, who suffers a death in the immediate family: ~~father, mother, brother, sister, mother or father of spouse,~~ shall, upon request, be granted a leave of absence of **three (3)** of their consecutive working days, ~~without loss of regular wages.~~ In the event an employee receives notice of a death in his family midshift, he shall be paid the remainder of that shift.

All **bereavement** leave will commence on the first day following the notification of the death.

Twelve (12) Hour Shifts:

An employee, other than a probationary employee, who suffers the **death** of a spouse or child, shall, upon request, be granted a leave of absence of five (5) consecutive calendar days without loss of shift wages.

An employee, other than a probationary employee, who suffers a death in the immediate family: ~~father, mother, brother, sister, mother or father of spouse,~~ shall, upon request, be granted a leave of absence of two (2) days off, Without loss of shift wages. A third day ~~off, without~~ loss of shift wages, will be granted in the event the employee is scheduled to work the three (3) consecutive days immediately following the death in his immediate family. In the event an employee receives notice of a death in his family midshift, he shall be paid the remainder of that shift.

All bereavement leave will commence on the first day following the notification of the death.

- 18.02 One (1) day off without loss of shift wages, will be granted to an employee to attend the funeral **of** a brother-in-law, sister-in-law, grandfather **or** grandmother, grandchild of the employee, uncle **or** aunt of the employee, if the employee would have otherwise worked that day, except for attending the funeral.
- 18.03 **All** shift wages for bereavement leave will be paid in the normal pay period but is contingent on proof of death being provided by the employee within sixty (60) days, or if **this** cannot be obtained, a signed statement will suffice (standard forms to **sign will be** in the office).

ARTICLE 19 - JURY DUTY/WITNESS LEAVE

- 19.01 When an employee is required to serve on a Jury **or** as a Crown Witness, or **is** subpoenaed into Court, he/she shall be relieved of his/her duties for such time as may be required, and he/she shall be **paid** the difference between his/her fee as a Juror **or** Crown Witness and his earnings for the time lost, provided that it **is** not legal action involving the Company. It is the employee's responsibility to come into work **at** any time **during** the week that he/she **is** not actually required for Jury **Duty** or to be present in Court. The employee must present written proof of service and the amount paid within seven (7) calendar days following receipt of payment from the Courts, to receive payment.

ARTICLE 20 - LEAVE OF ABSENCE**20.01 (a) Personal Leave**

The Company may **grant** leave of **absence** without pay or benefits **to** any employee for personal **reasons**, and any employee who is absent with such Written permission shall continue **to** accumulate seniority during such absence.

All requests for such **special** leave must be submitted in writing and received by the Personnel Manager not later than fourteen (14) calendar days preceding requested date for commencement of such leave. The Personnel Manager shall respond within seven (7) calendar days. Such requests shall not be unreasonably withheld.

This leave shall not **be** used to extend **summer** vacation except in extenuating circumstances, and **such** requests shall not be **unreasonably** denied. In the event of an emergency, the above limits do not apply.

(b) Union Leave of Absence

The Company will grant leave of absence, without pay or hourly contributions towards benefits, to an employee to attend Union conventions and other directly-related Union conferences, provided the employee or the Union business office submits the request, in writing, at least two (2) weeks preceding the commencement of such leave. The leave may be **extended** to not more than **two (2)** employees. However, **all** requests of Union Leave will be subject to the final decision of the Company and such

decision will be based upon the effects the leave will have on production. Such permission shall not be unreasonably withheld.

ARTICLE 21 - UNION LEAVE

- 21.01 An employee elected or appointed to a full-time position with the Union shall be granted up to one (1) year off without pay or benefits, but without loss of seniority.

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

- 22.01 The Company agrees to grant Maternity and Parental Leave in accordance with Bill 14 of the Employment Standards Act.

The Company will post the Policies and Procedures under the Employment Standards Act.

Policy Statement:

When a female employee has knowledge that she is pregnant, a certificate from her family physician confirming pregnancy must be obtained and submitted to the Personnel Department. A doctor's **note** will be required every month, by the employee, to confirm that she may continue performing her regular duties or advising the Company that she needs alternative **work** for the remainder of her pregnancy.

Pregnancy Leave:

- (a) For pregnancy leave, an employee must have been employed with the Company for at least thirteen **(13) weeks** prior to the request for leave. The employee

must give the Company at least two (2) weeks written notice of the date the leave is **to** commence. In **the** case of the pregnancy leave, a doctor's note is required stating the expected birth date.

- (b) The Company shall not deny an employee the right to continue employment during the period of pregnancy. The continuation of regular duties shall be certified by a doctor. This certificate shall state that **the** employee is pregnant and able **to** perform her regular duties. If **the** woman is unable to perform her essential duties, the Company must have a note from her doctor stating her restrictions. The Company will accommodate the needs of **the** pregnant employees, unless such accommodation would cause undue hardship to the business.
- (c) Pregnancy shall cover a **total** period of seventeen (17) weeks before and after the birth of the child. Unemployment Insurance benefits will be issued for fifteen **(15)** of the seventeen (17) weeks.
- (d) For parental leave, an employee must have been employed with the Company for **at** least thirteen (13) weeks prior to **the** request for leave. The employee must give **the** Company at least two **(2)** weeks written notice of **the** date the leave is to commence. An employee who takes a pregnancy leave and wishes **to** take parental leave as well, must begin the parental leave immediately following the pregnancy leave.
- (e) Parental leave shall cover a total period of eighteen (18) weeks. Unemployment Insurance benefits **will be** issued for ten (10) of the eighteen (18) weeks.

- (f) When an employee decides to return to work after such pregnancy/parental leave, he/she shall provide the Company with two (2) weeks notice, in writing. On return, the employee shall be placed on the Same or comparable job as at the time the pregnancy/parental leave commenced. When on pregnancy/parental leave, the employee shall maintain her full seniority status and continue to accumulate all seniority under this Collective Agreement

Benefits:

While off work for pregnancy/parental leave, the Company will maintain all benefits for the employee.

NOTE: The "Authorized Leave of Absence" form should be used for the above leave.

ARTICLE 23 - DISCIPLINARY WARNINGS

- 23.01 (a) Any employee who receives a disciplinary action in the form of a verbal warning or a written reprimand or subsequently a suspension, shall have such discipline remain actively recorded in the Personnel File for a period not to exceed fifteen (15) consecutive months from the date of such disciplinary action having been effected.

Upon the conclusion of the fifteen (15) consecutive month period, the said writtendisiplinary record will thereafter become null and void.

- (b) A Steward will be present during any disciplinary procedure, unless the disciplined employee relinquishes that right, in writing, to the Personnel Manager and the Chief Steward

- 23.02 **Personnel Discipline Records:** Any employee who so desires it shall have **the** right to review his personnel disciplinary record in the presence of the Union Steward and a member of Management, upon making a request for same in advance, in writing. **Such** review is to take place at such time and place within the unit as may be designated by Management. If any employee so affected objects to the material contained in such record, such objection **may** be made the subject matter of a grievance and be processed in accordance with the provisions of Article U herein. Times designated by Management will be reasonable.

ARTICLE 24 - HEALTH AND SAFETY

- 24.01 The Union and the Company shall cooperate in maintaining regulations which will afford adequate protection for the employees.
- (a) The Company shall *maintain sanitary* arrangements throughout **the** Plant, provide proper safety devices and give proper attention **to** the elimination of any condition of employment which is a hazard to the safety or health of the employees.
 - (b) Where the nature of the task assigned to an employee requires the **use of** special equipment or protective clothing, **such** equipment or clothing **shall be** provided by the Company within a reasonable **period** after notification by the Plant Safety Committee.
 - (c) Where the employee has a Doctor's prescription for custom-fitted hearing protection, the Company will reimburse the employee the cost of the equipment once in every **five (5)** year period.

- (d) Maintenance Plant II shall have a shower and change room by December 31, 1995.
- (e) The Company will continue to provide lockers for the personal use of employees.

The Company will continue to provide six (6) shower facilities for employees' personal use.

- 24.02 The Company will pay for all time spent at Joint Health & Safety Committee meetings and Plant Safety Tour Inspections for two (2) representatives appointed by the Union, and they shall be paid by the Company at their regular or premium rate as may be proper.

An Advisory Committee of two (2) employees per shift shall report to the Joint Health & Safety Committee. The Union shall notify the Company in writing of all employees appointed to these Committees. Such appointments shall be posted on the Bulletin Boards.

Company representation on the Joint Health & Safety Committee shall not exceed Union representation.

- 24.03 The Safety & Health Committee shall hold at least one (1) meeting per month, and all unsafe or hazardous or dangerous conditions shall be taken up and dealt with at such meetings. The Minutes of all Health & Safety Committee meetings shall be kept, and within two (2) weeks of the meeting, copies of such Minutes shall be sent to the Union and the Company, and posted on the Bulletin Boards.

- 24.04 The Safety & Health Committee shall be notified in writing of each lost time accident or injury

involving a bargaining unit employee. The Safety & Health Committee shall investigate and report in writing to the Union and the Company as soon as possible, on the nature and cause of the lost time accident or injury.

24.05 An employee who is injured during working hours and is required to leave for treatment of such injury, shall receive payment for the remainder of the shift at their hourly rate of pay, unless the doctor states that the employee is fit for further work on that shift.

24.06 The Company shall provide transportation to and from the place of treatment or hospital.

24.07 The Company reserves the right to formulate and publish from time to time, rules and regulations regarding the use and operation of machine equipment, special equipment or clothing, Plant facilities, and the terms and conditions upon which special or regular work assignments, equipment, or clothing is to be used and issued to the employees.

24.08 Certified Member:

The Certified Members of the Health and Safety Committee shall remain in such position as long as their certification remains valid and in good standing with the Workplace Health and Safety Agency.

ARTICLE 25 - SAFETY SHOES AND UNIFORMS

25.01 All Maintenance Department employees, Jermen and Masterbach Operators shall be reimbursed for the purchase of one (1) pair of safety shoes every six (6)

months, up to a maximum expenditure of one hundred and fifteen dollars (\$115.00) annually, per employee.

All other employees, will be reimbursed for the purchase of one (1) pair of safety Shoes per year to a maximum expenditure of seventy-five dollars (\$75.00) per employee. To be increased to eighty dollars (\$80.00) March 1, 2000.

New employees must have completed six (6) consecutive months service before becoming eligible for the safety shoe subsidy.

All employees in the classifications that receive this Safety Shoe Subsidy, must wear safety shoes.

25.02 The Maintenance Department will be supplied with three (3) sets of uniforms, free from any charges, every six (6) months (January and July).

The Jetmen and Janitors will be supplied two (2) sets of uniforms, free from any charges, every six (6) months (January and July).

Masterbatch will continue to receive the same Service of coveralls, one (1) pair per day, per person.

25.03 (a) The Company will replace broken tools for each Mechanic, Machinist, and Fixers.

(b) Each Machinist, Mechanic, and Fixer, will be given a one hundred and fifty dollars (\$150.00) Tool Allowance each calendar year.

- (c) The Electrical Technician who is on call for the weekend shall receive a premium rate of twenty dollars (\$20.00) for carrying the pager for on call weekend duties.

ARTICLE 26 - WAGES

- 26.01 Classifications and rates of pay are set out in Schedule "A" attached to this Agreement, and are declared as part of this Agreement.
- 26.02 In the event the Company wishes to establish new classifications, it shall notify the Union in writing. The wage rate for the new classification will be negotiated or the matter will be submitted to binding arbitration. The new rate will be adjusted to the commencement of operation, but in no case more than three (3) months.
- 26.03 **Temporary Work Assignments**
- (a) An employee on temporary transfer will receive his own rate for the balance of that shift, and thereafter will be paid the rate for the job to which he has been transferred. If the transfer is to provide work in lieu of a layoff.
- (b) If the employee is temporarily transferred for the convenience of the Company, then the employee will be paid the higher of the two rates for the balance of that shift and thereafter. When an employee is assigned to such work in case of an emergency for a period not exceeding one (1) shift, then he cannot refuse such work, provided he is capable of performing the assigned job.

- 26.04** (a) An employee who reports to work at his regular assigned starting time and who works less than four (4) hours per day, shall be paid at least four (4) hours per day at his current hourly rate for that day. This Clause does not apply when the Company is unable to provide work because of fire, lightning, power failure, storms, or other causes that are beyond the control of the Company.
- (b) Employees working the twelve (12) hour shift and who work less than six (6) hours per day shall be paid at least six (6) hours at their current hourly rate for that day.
- 26.05** Employees will receive their pay cheque by 3:00 p.m. on each day, being Thursday. The Company will pay the employees no later than noon on the last regular banking day before starting their vacations.
- 26.06** Any employee who wishes another employee to pick up his pay cheque from the Company must provide that person with a signed note authorizing same.
- 26.07** (a) When an employee is designated by the Company to train any employee, under any circumstances he/she will be paid a premium of fifty cents (50¢) per hour for a four (4) week period only.
- (b) The wage of an employee that goes into a training mode for a job posting will be reduced by fifty cents (50¢) per hour of the new applicable pay rate, until the training process is completed, to a maximum of four (4) weeks. There will be no wage reduction for cross-training within the Department

- (c) Trainers will be selected by the Company from the employees deemed by the Company to be the most capable and qualified. *If only one (1) such employee* is available, *he* will be obliged to train. If two (2) or more such employees are available, then the Company will ask them, by seniority, and they have the right to refuse, except for the most junior employees, who will be obliged to train.

26.08 Probationary employees will be paid twenty percent (20%) below the applicable wage **rate** for the first ten (10) working days, and ten percent (10%) below the applicable **wage rate** for another ten (10) working days.

ARTICLE 27 - SHIFT PREMIUM

27.01 *Effective June 11, 1989:*

- (a) A shift premium of thirty cents (30¢) per hour shall be paid for all hours worked on the second shift.
- (b) A premium of thirty-five cents (35¢) per hour shall be paid for all hours worked on the third shift.
- (c) The second shift shall be **one** that is deemed commencing between noon and 4:00 p.m. The Night Shift, or third shift, is **one** commencing after 4:00 p.m. The Day Shift, or first shift, shall be one commencing at or after 7:00 a.m.

ARTICLE 28 - CALL-BACK/CALL-IN

28.01 **As** employee called back **to work** during hours outside his shift shall be paid a minimum of **three (3)**

hours at the applicable overtime rate for such call-in. The minimum guarantee shall not be applicable when the employee is called in for a period immediately preceding his regular shift.

ARTICLE 29 - HOURS OF WORK AND OVERTIME

- 29.01 (a) **Eight (8) Hour Shifts:**
The normal hours of work shall be eight (8) hours per day or forty (40) hours per week, Monday to Friday inclusive. This does not guarantee hours of work per day or per week.
- (b) **Twelve (12) Hour Shifts:**
The normal hours of work shall be twelve (12) hours per day to a maximum eighty-four (84) hours per pay period. This does not guarantee hours work per day or per pay period.
- 29.02 All employees will be paid at the rate of time and one-half (1 1/2X) for work required to be performed in excess of their normal designated working hours.
- 29.03 Work required to be performed by employees on Saturdays will be paid at the rate of time and one-half (1 1/2X) their regular rate. On Sundays or Statutory Holidays, employees shall be paid at the rate of double time (2X) their regular rate of pay.
- 29.04 (a) Employees employed within a classification will be given equal opportunity over each three (3) month period to perform the required overtime within their classification, provided the employee is qualified to do the required overtime work.

The employees will cooperate with the Company in regard to overtime work, and the Company agrees that overtime will be on a voluntary basis. The scheduled overtime lists will be posted forty-eight (48) hours in advance of the overtime.

(b) Overtime will be on a voluntary basis, but the Company may ask employees who are readily available to fill vacancies caused by absenteism.

29.05 (a) Refusal to accept overtime work except for 29.05 (b) cannot be a matter of disciplinary action; however, although overtime is voluntary when an employee verbally accepts an overtime assignment, they shall become subject to the existing rules and regulations governing attendance on a regular shift.

(b) In a situation where there are no volunteers for overtime work, the employees with the least seniority in that Department will be obliged to work. Such employees must be advised at least twenty-four (24) hours in advance.

No bargaining unit employee shall be obliged to work on overtime in excess of five (5) consecutive weekends.

29.06 Employees who are working an eight (8) hour shift shall be entitled to a twenty (20) minute paid lunch period, and one (1) fifteen (15) minute paid rest period.

Employees who are working on an eight (8) hour shift on continuous operating machinery shall be entitled to a twenty (20) minute paid lunch, and two (2) fifteen (15) minute paid rest periods.

Employees who are working on a twelve (12) hour shift **on** continuous operating machinery shall be **entitled to two (2) twenty (20) minute paid lunch** periods. and two (2) fifteen (15) minute paid rest periods.

Employees scheduled to work two (2) hours overtime immediately following their regular scheduled shift, shall receive an additional paid fifteen (15) minute rest period. Such rest period will be taken immediately prior to the commencement **a**l the overtime work.

Employees exceeding two (2) hours of overtime will be granted breaks coinciding with ~~the~~ regular scheduled shift.

- 29.07 If an employee is unable to report for work, he/she **will** endeavour to notify the Foreman at least one (1) **hour** before the start of their shift.
- 29.08 In the event of a layoff or production slowdown, senior employees working a twelve (12) hour shift **shall** continue to work twelve (12) hour shifts and junior employees will be laid off.
- 29.09 In the event of **a** layoff or production slowdown, senior employees working **on** an eight (8) **hour** shift **shall** continue to work eight (E) hour shifts and junior employees will be laid off.
- 29.10 If two (2) bargaining unit employees agree to exchange shifts, their request shall be in writing and shall be subject to Management approval. Any such agreements will be subject to periodic review by

Management. This agreement may be cancelled by any of the parties with just cause.

ARTICLE 30 - PAID HOLIDAYS

30.01 An employee will be paid his regular rate for the following holidays:

- New Year's Day
- Civic Holiday
- Heritage Day (3rd Monday in Feb.)
- Labour Day
- Good Friday
- Victoria Day
- Canada Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

One additional paid holiday to be taken at a time designated by the Company.

30.02 (a) **Eight (8) Hour Shifts:**

Employees who are required to work on any of the above named holidays will receive twice (2x) their regular rate of pay for all hours worked in addition to pay for that holiday.

(b) **Twelve (12) Hour Shifts:**

Employees who are working on twelve (12) hour shifts who are required to work on a Statutory Holiday will receive an extra twelve (12) hours pay in addition to the Statutory Holiday Pay of eight (8) hours, in addition to their regular rate for that day.

30.03 (a) No pay for the Statutory Holiday will be made unless the employee has passed his probationary period, and

has worked the regular scheduled shift immediately preceding and succeeding such holiday.

- (b) Where an absence was due to:
- (i) verified personal illness, verified by a medical practitioner: or
 - (ii) layoff or authorized leave; or
 - (iii) bereavement leave.

Such employee will be paid notwithstanding Paragraph (a) provided the employee has worked a scheduled shift during the week preceding or following such holiday.

30.04 If any of the above mentioned holidays occurs during the employee's vacation period, the employee will receive an additional day off with holiday pay at a time mutually agreed.

30.05 (a) **Eight (8) Hour Shifts:**

If a Statutory Holiday listed above falls on a Saturday or Sunday, the Company will substitute the holiday on the preceding or following work day.

(b) **Twelve (12) Hour Shifts:**

There will be no substitute day for a Statutory Holiday for employees working on twelve (12) hour shifts. The holiday will be observed on the day on which it falls.

ARTICLE 31 - VACATIONS

- 31.01 Vacation **with** pay will be granted to employees in accordance with the following:
- employees with **less** than five (5) years of continuous **service** -- **two** (2) weeks at **four** percent (**4%**);
 - employees with more than five (5) years of continuous service -- three (3) **weeks** at **six** percent (**6%**):

employees with over nine (9) years of continuous service -- four (**4**) weeks at **eight** percent (8%);
 - employees with **over** twenty (20) years of continuous service -- five (5) weeks at ten percent (10%).
- 31.02 The vacation year **shall be** July 1st to June 30th of the following calendar year. **An** employee shall not be permitted to accumulate their vacation from one vacation year to another.
- 31.03 (a) The Company shall schedule a two (2) week plant shutdown at which time the employees will take their vacation.
- (b) **Employees'** vacation pay will **automatically** be paid on a separate cheque on the last pay period before the **Plant** Vacation Shutdown.
- (c) Employees taking any alternative or additional vacation in accordance with 31.04 **will**, upon **written**

request, receive the remaining accrued vacation pay on a **separate** cheque prior to going on vacation. Such written request shall be submitted not less than seven (7) calendar days preceding the commencement of the vacation.

31.04 The Company will post by January 15th, a vacation schedule for employees to indicate their vacation preferences. Employees with additional vacation time will select their Vacation preferences by seniority, by department, by February **15th**.

The Company will post the finalized vacation schedule in each department **by** March 1st.

The Company has the right to restrict the number **of** employees who may take their vacation at any one time on a department basis

The Company will endeavour to allow a minimum of fifteen percent (15%) of the employees in a department to be absent for vacation purposes, at any one time.

31.05 **An** employee who **leaves** the employ of the Company, for whatever reason, shall be paid their vacation allowance by the end **of** the next pay period.

31.06 **On** the death of an employee, the vacation allowance shall be paid **to** the employee's estate.

31.07 The date of hire shall be used for the purposes of calculating vacation eligibility and vacation pay.

- 31.08 Should there be a Plant shutdown at Christmas, the Company will endeavor to announce the dates at least one (1) month in advance.

ARTICLE 32 - HEALTH AND WELFARE

- 32.01 (a) The Company shall pay one hundred percent (100%) of the cost of the Employer Health Tax.

(b) United Food & Commercial Workers Trusteed Denial mind

- (i) The Company shall increase and contribute to the current benefit level of nineteen (19¢) per hour to a total of eight (8¢) per hour during the term of the agreement for all hours worked to a maximum of forty (40) hours per week excluding overtime, Jury Duty, bereavement, holiday, and vacation. Contributions shall be as follows:

Jan. 1, 1997	19¢ per hour
June 16, 1997	2¢ per hour increase
March 1, 1998	1¢ per hour increase
March 1, 1999	1¢ per hour increase
March 1, 2000	2¢ per hour increase
March 1, 2001	<u>2¢</u> per hour increase
TOTAL	27¢ per hour as of March 1, 2001

- (ii) The Company agrees to sign the Participation Agreement as prepared by the Trustees of the Plan, and supply or sign any other documents, forms or reports, or information required by the Trustees of the Dental Plan, and shall

forward all contributions together with a list of the employees and the number of hours worked by each employee in each reporting period, within fifteen (15) days of the end of the close of the Company's four (4) or five (5) week accounting period.

32.02 United Food & Commercial Workers Trusteed Benefit Plan

The Company agrees to adhere to the United Food & Commercial Workers Trusteed Benefit Plan ("Benefit Plan").

The Company shall increase and contribute to the current benefit level of the UFCW Trusteed Benefit Plan to a total of fourteen cents (14¢) per hour during the term of the Agreement. Contributions shall be as follows:

February 28, 1997	82¢ per hour
June 16, 1997	2¢ per hour increase
March 1, 1998	2¢ per hour increase
March 1, 1999	2¢ per hour increase
March 1, 2000	4¢ per hour increase
March 1, 2001	4¢ per hour increase
TOTAL	96¢ per hour as of March 1, 2001

to the Benefit Plan for all hours paid on the behalf of the bargaining unit employees, who have completed three (3) months of continuous employment, to a maximum of forty (40) hours per week.

Should an employee become disabled as a result of an occupational accident or illness, the Company agrees

to contribute one hundred percent (100%) of the required contributions (employee and Employer) during the entire period of disability.

The Company shall sign the entry forms provided.

32.03

When an employee is absent due to leave of absence or due to layoff for a period in excess of one (1) month, the full premium cost of all Welfare Plans shall be the responsibility of the employee, commencing the first day of the month following the completion of the one (1) full month of absence.

32.04

Detailed information regarding the employee benefits is provided in the United Food & Commercial Workers Trusted Benefit Plan Booklet. Employees may obtain a copy of the Plan Booklet from the Personnel Office, Union Steward or the Union Office.

32.05

Canadian Commercial Workers Industry Pension Plan

1.

The Company shall increase and contribute sixteen cents (16¢) per hour to the current benefit level of 46¢ per hour to a total of sixty-two cents (62¢) per hour during the term of the agreement to the Canadian Commercial Workers Industry Pension Plan ("Pension Plan") to be paid across-the-board, for all hours paid to a maximum of eighty (80) hours biweekly. Hours paid or worked shall not include Weekly Indemnity payments. Contributions shall be as follows:

- 33.01 (a) The Company agrees to contribute three cents (3¢) per hour [effective February 28, 2002 - four cents (4¢) per hour] to the U.F.C.W. Local 175 Education and Training Fund, for all hours paid to bargaining unit employees to a maximum of forty (40) hours per week.
- (b) The Company shall forward the contributions every four (4) weeks to the Union and shall include a list of the bargaining unit employees and the number of

ARTICLE 33 - U.F.C.W. LOCAL 175 EDUCATION AND TRAINING FUND

2. The Company agrees to sign a Participation Agreement and supply any other documents, forms, reports, or information required by the Trustees of the Pension Plan. The Company shall forward all contributions, together with a list of all full-time employees and the number of hours paid or worked for each employee in each reporting period, within fifteen (15) days following the end of each of the Company's four (4) or five (5) week accounting periods.

March 1, 1996	46¢	per hour
June 16, 1997	3¢	per hour Full Retro to Jan. 1, 97
March 1, 1998	3¢	per hour increase
March 1, 1999	3¢	per hour increase
March 1, 2000	3¢	per hour increase
March 1, 2001	4¢	per hour increase
TOTAL	62¢	per hour as of March 1, 2001

hours worked by each employee during the four (4) week period.

- (c) The Company shall sign the entry forms provided.

ARTICLE 34 - COPIES OF THE AGREEMENT

- 34.01 The Union and the Company desire every employee to be familiar with the provisions ~~of~~ this Agreement and his/her rights under it. For this reason, the Company will share the **cost** of printing sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 35 - ACCOMMODATIONS

- 35.01 The Company shall provide accommodations for employees to **store** and change their clothing, and to take their meals.

-
- 36.01 This Agreement shall remain in force and effect from March 1, 1997 to February 28, 2002 and until all provisions of the Ontario Labour Relations Act have been expended

- 36.02 Either party may **give** the other party notice of renewal *and/or amendment* of this Agreement at any time within ~~ninety~~ (90) days of February 28, 2002. The parties shall agree to meet within fifteen (15) days of **such** notice being received.

SIGNED ON BEHALF OF THE PARTIES HERETO AT
WATERLOO, ONTARIO, THIS 25th DAY OF AUGUST,
1997.

FOR THE COMPANY

Gerry Clark
Angus Locke
Steve Garland
Maria Ferreira
A. G. Sherman

Richard Busch
Jim **Anderson**
Gary *Witt*
Jack Holmes

STRUDEX FIBRES LIMITED
SCHEDULE "A" - WAGE RATES
EFFECTIVE:

CLASSIFICATIONS MAR 1/97 MAR 1/98 MAR 1/99 MAR 1, 2000 MAR 1, 2001

EXTRUSION

Operator	15.07	15.37	15.67	16.02	16.42
Jetman	15.32	15.62	15.92	16.27	16.67

TEXTURIZING

Operator	14.62	14.92	15.22	15.57	15.97
Supplier	14.12	14.42	14.72	15.07	15.49
Creel Supplier Lead Hand	14.62	14.92	15.22	15.57	15.97

MASTERBATCH & COLOUR CONTROL

Operator	15.60	15.90	16.20	16.55	16.95
Operator Helper	14.85	15.15	15.45	15.80	16.20

SPIN TEXTURING

Operator	15.32	15.62	15.92	16.27	16.67
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YARN DEPARTMENT

operators	13.65	13.95	14.25	14.60	15.00
Suppliers	13.65	13.95	14.25	14.60	15.00
Lead Hand	14.25	14.55	14.85	15.20	15.60
Superba Operator	13.65	13.95	14.25	14.60	15.00

STRUDEX FIBRES LIMITED
SCHEDULE "A" - WAGE RATES

Con't

EFFECTIVE:

CLASSIFICATIONS MAR 1/97 MAR 1/98 MAR. 1./99 MAR. 1, 2000 MAR. 1, 2001

PACKING DEPARTMENT

Lead Hand	14.34	14.64	14.94	15.29	15.69
Packer	14.09	14.39	14.69	15.04	15.44

MAINTENANCE

** Industrial Electrician	17.65	17.95	18.50	18.85	19.25
** Electrical Technician	17.15	17.45	18.00	18.35	18.75
** Machinist (with papers)	17.15	17.45	18.00	18.35	18.75
** Mechanic (with papers)	17.15	17.45	18.00	18.35	18.75

Machinist	15.25	15.55	15.85	16.20	16.60
Mechanic	14.90	15.20	15.50	15.85	16.25
Fixer	14.25	14.55	14.85	15.20	15.60
Mechanic Helper	13.65	13.95	14.25	14.60	15.00
Janitor	12.85	13.15	13.45	13.80	14.20

WASTE RECOVERY

operator	14.60	14.90	15.20	15.55	15.95
Tube Sorter	12.35	12.65	12.95	13.30	13.70

- ** Mechanic:** Must have successfully completed Ontario Apprenticeship Program or equivalent as Industrial Millwright or Industrial Mechanic.
- ** Machinist:** Must have successfully completed Ontario Apprenticeship Program or equivalent as Industrial Machinist.
- ** Electrical Technician** An Electrical Technician, upon receiving his Certificate of Qualification as an Industrial Electrician, shall receive an increase of fifty cents (50¢) per hour.
- Fixer:** A Fixer will be assessed after one (1) year. If the assessment is in the employee's favour, he will be placed on the Mechanic rate of pay. if the assessment is not in the employee's favour, the employee will remain at his hourly rate and will be reassessed in six (6) months.
- RETRO PAY:** Full retroactive pay for all hours worked or paid from March 1, 1997, to the implementation date of negotiated wage increases.

LETTER OF UNDERSTANDING

BETWEEN:

STRUDEX FIBRES LIMITED

- and -

UNITED FOOD & COMMERCIAL
WORKERS Local 175Chartered by the United Food and
Commercial Workers International Union
CLC, AFL-CIOR E SCHEDULE "A"Suppliers Red Circled Rate in the Yarn
Department - Plant II

Superba Operator - remains at \$13.35 per hour

Lead Hand - remains at \$13.95 per hour

Operator - remains at \$13.35 per hour

Supplier - remains at \$13.35 per hour

The existing Suppliers red circled rate at \$13.94 per
hour will receive the new full across the board
increases. The members are as follows:Maria Ferreira, Daljinder Tatla, Dona Saunders,
Jagdev Ghangas, Zikica (Jamie) Milosavljovec,
Shastrawatty Ramcharran, Sonia Russell, and Jana
Horky

These members also have recall and bumping rights.

DATED AT WATERLOO, ONTARIO, THIS 25th DAY
OF AUGUST, 1997.

FOR THE UNION:

Gerry Clark
Angus Locke
Steve Garland
Maria Ferreira
A. G. Sherman

FOR THE COMPANY

Richard Busch
Jim Anderson
Gary Witt
Jack Holmes

LETTER OF UNDERSTANDING

BETWEEN:

STRUDEX FIBRES LIMITED

- and -

UNITED FOOD & COMMERCIAL
WORKERS Local 175Chartered by the United Food and
Commercial Workers International Union
CLC, AFL-CIORE: ARTICLE 32.06 - Lone Term Disability

In the event that seventy-five percent (75%) or more of the bargaining unit employees agree to participate in an employee-paid Lone Term Disability Plan by September 1, 1997, the Company will **agree** to deduct premiums from the employees wages and remit same on the employees behalf. There shall **be** one hundred percent (100%) participation by the membership.

DATED AT WATERLOO, ONTARIO, THIS 25th DAY
OF AUGUST, 1997.

FOR THE UNION:

Gerry Clark
Angus Locke
Steve Garland
Maria Ferreira
A. G. Sherman

FOR THE COMPANY

Richard Busch
Jim Anderson
Gary Witt
Jack Holmes

LETTER OF UNDERSTANDING

BETWEEN

STRUDEX FIBRES LIMITED

- and -

UNITED FOOD & COMMERCIAL
WORKERS Local 175Chartered by the United Food and
Commercial Workers International Union
CLC, AFL-CIO**RE: CHRIS MABEE**

The Company will consider Mr. Chris Mabee as a Trained
Operator in the Extrusion Department.

DATED AT WATERLOO, ONTARIO, THIS 25th DAY
OF AUGUST, 1997.

FOR THE UNION

Gerry Clark
Angus Locke
Steve Garland
Maria Ferreira
A. G. Sherman

FOR THE COMPANY

Richard Busch
Jim Anderson
Gary Witt
Jack Holmes

LETTER OF UNDERSTANDING

BETWEEN

STRUDEX FIBRES LIMITED

• and

**UNITED FOOD & COMMERCIAL
WORKERS Local 175****Chartered by the United Food and
Commercial Workers International Union
CLC, AFL-CIO**R E MANAGEMENT/STEWARD MEETINGS

The Company and the Union agree to meet on a regular basis throughout the year, at least three (3) times, to discuss issues pertaining to policies, procedures, manufacturing processes, etc. (e.g. start up policy after a power failure in Extrusion) These meetings will consist of Management Representatives and Stewards and shall be scheduled by the Company at least three (3) weeks in advance.

Accommodations for the meetings will be provided by the Company.

DATED AT WATERLOO, ONTARIO, THIS 25th DAY
OF **AUGUST, 1997.**

FOR THE UNION

Gerry Clark
Angus Locke
Steve Garland
Maria Ferreira
A. G. Sherman

FOR THE COMPANY

Richard Busch
Jim Anderson
Gary Witt
Jack Holmes

LETTER OF UNDERSTANDING**BETWEEN:****STRUDEX FIBRES LIMITED****- and****UNITED FOOD & COMMERCIAL
WORKERS Local 175****Chartered by the United Food and
Commercial Workers International Union
CLC, AFL-CIO****RE: MATERIAL HANDLING OF WASTE FIBRE FOR
SUBSEQUENT REPROCESSING AND / OR SALE**

The material handling of waste fibre for subsequent reprocessing and/or sale is deemed to be part of the Packing Department, Strudex Fibres limited. Plant I.

**DATED AT WATERLOO, ONTARIO, THIS 25th DAY
OF AUGUST, 1997.****FOR THE UNION:**

Gerry Clark
Angus Locke
Steve Garland
Maria Ferreira
A. G. Sherman

FOR THE COMPANY

Richard Busch
Jim Anderson
Gary Witt
Jack Holmes

LETTER OF UNDERSTANDING**BETWEEN: STRUDEX FIBRES LIMITED****- and -****UNITED FOOD & COMMERCIAL
WORKERS Local 175
Chartered by the United Food and
Commercial Workers International Union
CLC, AFL-CIO****RE: MASTERBATCH AND COLOUR CONTROL**

It is the intent of the Company to cross-train the Operators of this Department in the Colour Control functions.

No senior employee in the Department or with bumping rights into the Department will be adversely affected at the time of layoff where the Company has been unable to facilitate cross-training of that employee.

However, where an employee declines cross-training or is deemed to be unable to perform the work following his cross-training, then such an employee would be subject to layoff.

**DATED AT WATERLOO, ONTARIO, THIS 25th DAY
OF AUGUST, 1997.**

FOR THE UNION

Gerry Clark
Angus Locke
Steve Garland
Maria Ferreira
A. G. Sherman

FOR THE COMPANY

Richard Busch
Jim Anderson
Gary Witt
Iack Holmes

LETTER OF UNDERSTANDING

BETWEEN:

STRUDEX FIBRES LIMITED

- and -

UNITED FOOD & COMMERCIAL
 WORKERS **Local 175**
 Chartered by the United Food and
 Commercial Workers International Union
 CLC, AFL-CIO

RE: U.F.C.W. CHARITY FUND

The Company shall deduct from the weekly earnings of each employee twenty-five cents (25¢) per week and shall, together with a detailed list of the names, Social insurance Numbers and amounts deducted, remit same to the United Food and Commercial Workers Union's southwest regional office before the fifteen (15th) day of the following month. On or before February 28th of each year, receipts for the total amount deducted per employee in the calendar year will be provided by the charity receiving the employee's donation. Authorization will be given to the Company on a signed form from the member.

DATED AT WATERLOO, ONTARIO, THIS 25th DAY
 OF **AUGUST, 1997.**

FOR THE UNION

Gerry Clark
 Angus Locke
 Steve Garland
 Maria Ferreira
 A. G. Sherman

FOR THE COMPANY

Richard Busch
 Jim Anderson
 Gary Witt
 Jack Holmes

LETTER OF UNDERSTANDING

BETWEEN

STRUDEX FIBRES LIMITED

- and -

**UNITED FOOD & COMMERCIAL
WORKERS Local 175**

Chartered by the 'United Food and
Commercial Workers International Union
CLC, AFL-CIO

R E HUMIDEX

The Company makes commitment to the following:

1. To keep and maintain the air conditioning roof units in the Yarn Plant in good working order.
2. To continue to provide localized air movement through the use of pedestal fans or other types of fans as required in the Yarn Plant.
3. To keep and maintain the water fountains in good working order.
4. To keep and maintain the air conditioner in the Yarn Plant lunchroom in good working order.
5. The Joint Health & Safety Committee will respond in accordance with the Ontario Health & Safety **Act** and the

Company will take every precaution reasonable in the circumstances for the safety and protection of the workers in accordance with the OHSA.

DATED AT WATERLOO, ONTARIO, THIS 25th DAY OF AUGUST, 1997.

FOR THE UNION:

Gerry Clark
Angus Locke
Sieve Garland
Maria Ferreira
A. G. Sherman

FOR THE COMPANY

Richard Busch
Jim Anderson
Gary Wilt
Iack Holmes

LETTER OF UNDERSTANDING

BETWEEN

STRUDEX FIBRES LIMITED

- and -

UNITED FOOD & COMMERCIAL
WORKERS Local 175Chartered by the United Food and
Commercial Workers International Union
CLC, AFL-CIORE: EXTRUSION DEPARTMENT EMPLOYEES -
SHOWER TIME

Employees with seniority in the Extrusion Department may use one of their allowed breaks (as per Article 29.06) for personal shower time before 0600 hours (6:00 a.m.) or 1800 hours (6:00 p.m.), and in keeping with past practice, provided that:

- break time duration is not abused (the Company will exercise reasonable judgment);
- Such breaks are not extra breaks beyond those provided by Article 29.06;
- employees return to the work station ready, able and expecting to continue working to shift end;
- employees are properly attired for work as per all Company policies, procedures and regulations.

DATED AT WATERLOO, ONTARIO, THIS 25th DAY
OF AUGUST, 1997.

FOR THE UNION;

Gerry Clark
Angus Locke
Steve Garland
Maria Ferreira
A. G. Sherman

FOR THE COMPANY

Richard Busch
Jim Atiderson
Gary Witt
Jack Holmes

LETTER OF UNDERSTANDING

BETWEEN:

STRUDEX FIBRES LIMITED

• and.

**UNITED FOOD & COMMERCIAL
WORKERS Local 175**

Chartered by the United Food and
Commercial Workers International Union
CLC, AFL-CIO

RE: SMOKING AREA SHELTERS

The Company will provide two (2) shelters for the outdoor designated smoking area. Each shelter shall consist of a roof and wind-break made of waterproof material.

**DATED AT WATERLOO, ONTARIO, THIS 25th DAY
OF AUGUST, 1997.**

FOR THE UNION

Gerry Clark
Angus Locke
Steve Garland
Maria Ferreira
A. G. Sherman

FOR THE COMPANY

Richard Busch
Jim Anderson
Gary Witt
Jack Holmes

LETTER OF UNDERSTANDING

BETWEEN:

STRUDEX FIBRES LIMITED

• and •

UNITED FOOD & COMMERCIAL
WORKERS, Local 175, Chartered by the
United Food and Commercial Workers
International Union CLC, AFI-CIO

Re: Article 29.04 (a) - System of offering scheduled overtime for twelve (12) hour shift employees consistent with equal opportunity requirements:

1. Day shift gets day shift overtime and night shift gets night shift overtime.

2. Except **at** shift change from days **to** nights, or vice versa, when the following shall apply:

<u>Overtime Available</u>	Offered To:
Friday - Days	Thursday - Days
Saturday - Nights	Thursday - Days & Steady Nights
Sunday - Nights	Thursday - Days & Steady Nights
Friday - Nights	Thursday - Nights
Saturday - Days	Thursday - Nights & Steady Days
Sunday - Days	Thursday - Nights & Steady Days

3. Opportunity will be offered by **the** shift roster (wheel)

4. No special privileges will be granted to employees on fixed shifts, they are offered the first opportunity available.

5. **No** employee is permitted to give away their opportunity, any reason **for** decline is equivalent to **an** opportunity worked (i.e., sickness, vacation, etc.).
6. Overtime to be scheduled to a maximum of two (2) weeks in advance.
7. **This** does not pertain to any overtime in emergency circumstances covered by Article 29.04 (b). Such **events** do not count on the "wheel".

DATED AT WATERLOO, ONTARIO, THIS 25th DAY OF AUGUST, 1997.

FOR THE UNION:

Gerry Clark
Angus Locke
Steve Garland
Maria Ferreira
A. G. Sherman

FOR THE COMPANY

Richard Busch
Jim Anderson
Gary Witt
Jack Holmes

LETTER OF UNDERSTANDING

BETWEEN:

STRUDEX FIBRES LIMITED

- and -

UNITED FOOD & COMMERCIAL
WORKERS Local 175Chartered by the United Food and
Commercial Workers International Union
CLC, AFL-CIORE: PERMANENT LAYOFFIn the event of a permanent layoff due to a department or job
classification becoming redundant, the following shall apply:The employee on permanent layoff shall have the option to
displace the probationary employee, take Severance pay or
exercise their seniority rights for recall as per Article 16.01 (5)
(b) of the Collective Agreement.DATED AT WATERLOO, ONTARIO, THIS 25th
DAY OF AUGUST, 1997.FOR THE UNION:Gerry Clark
Angus Locke
Steve Garland
Maria Ferreira
A. G. ShermanFOR THE COMPANYRichard Busch
Jim Anderson
Cary Witt
Jack Holmes

LETTER OF UNDERSTANDING

BETWEEN

STRUDEX FIBRES LIMITED

- and -

**UNITED FOOD & COMMERCIAL
WORKERS Local 175**Chartered by the United Food and
Commercial Workers International Union
CLC, AFL-CIOR E TUBESORTER

The Tubesorter classification will include the following job tasks:

1. Tubesorting
2. Aspirating / Conestripping
3. Cason machine operation
4. Tube repair machine operation
5. Tube cutting machine operation
6. Material handling consistent with above **tasks**

DATED AT WATERLOO, ONTARIO, THIS 25th DAY
OF AUGUST, 1997.FOR THE UNION:Gerry Clark
Angus Locke
Steve Garland
Maria Ferreira
A. G. ShermanFOR THE COMPANYRichard Busch
Jim Anderson
Gary Witt
Jack Holmes

LETTER OF UNDERSTANDING**BETWEEN:****STRUDEX FIBRES LIMITED**

- and -

**UNITED FOOD & COMMERCIAL
WORKERS Local 175**Chartered by the United Food and
Commercial Workers International Union
C.I.C, AFL-CIO**RE: GEORGE DWYER, SUPERVISOR OF
ELECTRICAL TECHNICIANS**

The Company and the Union agree. that George Dwyer, Supervisor of Electrical Technicians. will continue to perform work as he has always done in the past, as per Article 2.04 except, that he will not share in the rotation schedule of the call-in work for overtime on weekends, with the Electrical Technicians that report to him, unless, no one is able to report for the required overtime, or, no one is found to be capable of making the necessary repair. The use of the Radio Pager, supplied by the Company, will be mandatory for the Electrical Technician, who is scheduled to be on call for overtime purposes for that weekend rotation, and this will provide each employee with their opportunity for overtime. It is understood that the response time for the employee, will be fifteen (15) minutes from the time of the page.

DATED AT WATERLOO, ONTARIO, THIS 25th DAY
OF AUGUST, 1997.

FOR THE UNION

Gerry Clark
Angus Locke
Steve Garland
Maria Ferreira
A. G. Sherman

FOR THE COMPANY

Richard Busch
Jim Anderson
Gary Witt
Jack Holmes

NORTHERN REGION



Dan Onichuk
Director



Bill Kalka
Union Representative



Luc Lacelle
Union Representative

REGIONAL OFFICE:

Room 21, Lakehead **tabour** Centre, 929 Fort William Road,
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Phone: (807) 346-4227 Fax: (807) 346-4055
Wats (800) 465-6932

EASTERN REGION



John Fuller
Director



Ray Bromley
Union Representative



Serge Castonguay
Union Representative



Dan Lacroix
Union Representative



Ian Miller
Union Representative



Wendy Zych
Union Representative

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SOUTHWEST REGION



Bud Adam
Director



Larry Bain
Union Representative



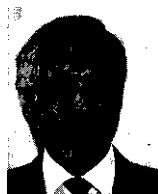
Susan Bayne
Union Representative



Tim Oribine
Union Representative



A. G. Sherman
Union Representative



Richard Woodruff
Union Representative

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CENTRAL REGION



Jim Hastings
Director



Mike Brennan
Union Representative



Kathie Chrysler
Union Representative



Jerry Clifford
Union Representative



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CENTRAL REGION con't



Jay Blair
Union Representative



Brian
Union Representative



Fernando Reis
Union Representative



Steve Springall
Union Representative



Teresa Suppa-Mage
Union Representative



Harry Sutton
Union Representative

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(800) 565-8329

SOUTH - CENTRAL REGION

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Jim Andress
Director



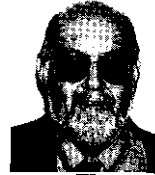
Wendy Absalom
Union Representative



Reg Baughan
Union Representative



Sharon Gall
Union Representative



Jim Hobbs
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Mark Flannigan
Organizing Co-ordinator



John DiFalco
Union Representative



Kevin Dowling
Union Representative



Michael Duden
Union Representative



Richard Waukonen
Union Representative

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Herb MacDonald
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Karl Goennemann
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Kelvin Kucey
Legal Counsel



Georgina Walls
Legal Counsel



Maureen McCarthy
Union Representative

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Robert Linton
Communications
Representative

EDUCATION & TRAINING



Dave Killham
Political Action,
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Sylvia Groom
Union Representative

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