

COLLECTIVE AGREEMENT

BETWEEN:

STRUDEX FIBRES LIMITED

- and -

UNITED FOOD & COMMERCIAL WORKERS
Local 175



Term: March 1, 2002 to February 28, 2005

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COLLECTIVE AGREEMENT

**THIS AGREEMENT ENTERED INTO AT WATERLOO, ONTARIO ON THE ____ DAY
OF _____, 2002**

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 **(a)** 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.

- (b) All training offered by the Employer and not on the employee's scheduled shift will be paid at time and one half (1½x) the employee's rate of pay as long as Article 29:01 is fulfilled.**

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 month 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.

ARTICLE 5 - 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. **In addition, the Company will pay the member to a maximum of fifteen (15) minutes per shift for any approved regular hours of work missed in this regard, 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 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.

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.

For the purposes of determining eligibility for overtime payment consistent with Article 29, "Hours of Work and Overtime", then: For each session in Negotiations between the Parties wherein the Member is unable to attend to his / her normal work duties at the Facility and wherein the member has scheduled an alternate day off consistent with paragraph two (2) above, then such session shall be deemed to be equivalent to one (1) [or two (2) accordingly] shift(s) of regular hours worked in consideration towards overtime payment eligibility in Article 29.

- 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.

- 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.

ARTICLE 6 - STRIKE OR LOCKOUT

- 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, 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 a 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 discharged 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 **Company Service and Departmental** seniority from their last date of hire. **Departmental Seniority shall be credited only to that Department in which the incumbent successfully completes the ninety (90) consecutive days probationary period.**
- (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.
- (e) **Wherein a probationary employee is laid off as part of a Departmental or Plant wide layoff, or is bumped out or displaced by employees with bargaining unit seniority, it is understood that the probationary employee is as a result terminated. Records of Employment and related documentation shall so reflect. The provisions for rehire as stipulated above shall apply thereafter. Exception: See also Article 31.03 (a), Section 5 if the layoff of the probationer is the result of any scheduled plant vacation shutdown periods.**
- (f) **The revised *Employment Standards Act (Ontario ESA 2000)*, now provides that there is no waiting period of service for Probationary employees with respect to eligibility for payment of Stat Holiday pay provided the specific qualifying terms and conditions as laid out in Article 30 of this Collective Agreement have been met by the individual employee.**

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, rate of pay **and the number of positions** 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. **The Chief Steward will be provided a copy of the signed posting and it will include the numbers in which positions are to be filled.**

- (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 **from the date the posting came down** 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. **In the event that the successful candidate cannot be immediately placed in the posted position, then a temporary assignment will be made for the purpose of establishing his/her department seniority date. Thereafter, if the Company has been unable to permanently place the incumbent in the stated posted position then after one hundred and twenty (120) days he/she will be paid the posted or existing rate whichever is greater.** 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 (f).
- (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.
- (b) 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 that the Company intends to fill will be posted upon the completion of the thirtieth (30th) day, or as soon as is practicable earlier if the Company has been notified that the temporary vacancy will exceed the thirty (30) calendar day period.** 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.
- (d) It is recognized that departmental seniority is attained only through the successful award and attainment of a job posting or having been hired into a vacancy. In this latter case, as probationary employees, departmental seniority is awarded in that one department in which the ninety (90) day probationary period is successfully completed.**
- 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 **another department as the result of a job posting, and they have successfully completed the thirty (30) consecutive working day qualifying period with respect to said job posting.** 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 for 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

- (a) The Company shall notify employees with seniority a minimum of **eighty four (84)** 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.

17.03 Layoff and Recall

- (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, **he/she** shall sign a notice of "Desire to Relinquish" **his/her** seniority in that department, thereby forfeiting **his/her** 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.
- (c) **For twelve (12) hour shifts, return to work scheduling following plant or department shutdowns:**
 - 1. **It is understood that except following the summer plant vacation shutdown period (see Section 3 below), where there is a total plant or department shut down for twelve (12) hour shift members, then said employees will return to work to the same shift team they were on as before that shutdown. (E.g.) "A" to "A"; "B" to "B"; "C" to "C"; "D" to "D".**
 - 2. **Any members whose return may be delayed shall be deemed to be on layoff. Those Employees so affected will have the opportunity to exercise their individual bumping rights effective their first affected shift following the shutdown period and based on:**
 - i) **Their respective alternative departmental seniority standings in accordance with Article 15 - Seniority;**
 - ii) **The published departmental seniority listing, and**
 - iii) **Article 17.03 - Layoff and Recall (progression and retrogression).**
 - 3. **Following the summer plant vacation shutdown for twelve (12) hour shift members, see the attached Letter of Understanding regarding their return to work. "Return to Work of Twelve (12)**

Hour Shift Employees Following the Summer Plant Vacation Shutdown Period”.

- (d) **For twelve (12) hour shifts - Definition: First affected shift or layoff.**
In all cases it is understood that bumping rights are effective only on the first affected shift of lay off based on the members normal schedule prior to layoff.

Example: Long Term Layoff per Article 17.02

The “A” shift is scheduled to work M / T / F / S / S and is therefore regularly scheduled “off” W / Th. A lay off takes place such that Tuesday was the last day worked. Therefore the “A” shift cannot exercise applicable bumping rights until their Friday shift, being the first affected shift.

- 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 Steward and shall be posted in writing and copies given to the Chief Steward or his designate.

17.07

“SEVERANCE” Terms in the event of a mass permanent layoff:

The Parties agree that should there be a permanent layoff (termination with notice) of twenty (20) or more bargaining unit members and which would trigger the “Severance” provisions in the *Employment Standards Act*, then the following schedule of severance shall apply in full and final settlement with regard to all rights and entitlements thereto.

For completed years of service as follows:

- (a) For those employees with more than twenty (20) or more completed years - two (2) weeks severance per year,
- (b) For those employees with more than fifteen (15) and up to twenty (20) completed years - one and one half (1½) weeks severance per year.

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, be 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 mid-shift, he shall be paid the remainder of that shift.

All bereavement leave will commence on the first **scheduled shift within four (4) calendar days** following the notification of the death. **However, if the funeral / memorial service occurs outside the prescribed bereavement periods noted above, then an additional one (1) day of bereavement leave without loss of shift wages will be granted on compassionate grounds, if the employee would have otherwise worked that day except for attending the funeral / memorial service.**

(b) 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 mid-shift, he shall be paid the remainder of that shift.

All bereavement leave will commence on the first **scheduled shift within four (4) calendar days** following the notification of the death. **However, if the funeral / memorial service occurs outside the prescribed bereavement periods noted above, then an additional one (1) day of bereavement leave without loss of shift wages will be granted on compassionate grounds, if the employee would have otherwise worked that day except for attending the funeral / memorial service.**

18.02 One (1) day off without lost of shift wages, will be granted to an employee to attend the funeral **or memorial service** 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 **or memorial service**. **In the event of memorial service, supporting documents to be presented by the employee if requested.**

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 loss of seniority. **All hours while on such leave will be considered equivalent to regular hours worked and paid by the Company. Thereto, the Company will make normal contributions towards the Dental, Extended Health and Pension benefit plans on behalf of the employee. The Union will reimburse the Company the full cost including wages, contributions to the Plans, Employer Health tax, WSIB premiums, EIC Premiums and the like.**

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

22.01 The Company agrees to grant Maternity and Parental Leave in accordance with **the revised *Employment Standards Act (Ontario ESA 2000)***.

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.

Parental Leave

- (e) **Where the employee has taken pregnancy leave, the parental leave is limited to thirty-five (35) weeks, on top of the seventeen (17) weeks of pregnancy leave. If the employee did not take pregnancy leave, then the parental leave is to a maximum of thirty-seven (37) weeks.**

- (f) When an employee decides to return to work after such pregnancy/parental leave, **employees are required to provide four (4) weeks written notice in advance of the expected return to work date if NOT intending to return to work after the leave, or, work the four (4) week notice period following the return to work date.** 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 written disciplinary 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 6 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 **three (3)** 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.

Whereas the Yarn Department Safety Committee has ben combined into the Plant 1 Committee, and whereas the practice is to permit up to six (6) bargaining unit members [four (4) from Plant 1 and two (2) from Yarn Department], then the Company will pay the straight time regular rate to each member in attendance for all time spent at Joint Health and Safety meetings with the Company.

The Company further notes that it may at its discretion appoint a member of staff to the Safety Committee as a representative for salaried employees. In such case, said member is NOT a member of management.

- 24.03 The Health & Safety 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 Health & Safety Committee shall be notified in writing of each lost time accident or injury involving a bargaining unit employee. The Health & Safety 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 machines and / or 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, **Extrusion** Jetmen and Masterbatch **and Spintexturing** 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 **twenty** dollars (**\$120.00**) 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 **ninety-five** dollars (**\$95.00**) **effective March 1, 2002.**

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 **Extrusion** Jetmen, Janitors, **Spintexturing and Masterbatch Operators and Colour Changers** will be supplied two (2) sets of uniforms, free from any charges, every six (6) months (January and July).

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

(b) Each Machinist, Mechanic, and Fixer, will be given a **one hundred and seventy-five** dollars (**\$175.00**) Tool Allowance each calendar year. **Payment to be made sometime in January of each 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.

25.04 **Winter Coats for the Packing Department Lift Truck Drivers:**
The Company shall provide Winter coats to the Packing department,

on

a departmental basis as set out in the schedule below, for the use of that Department's Tow Motor drivers while they are loading and / or unloading transport trailers or related freight containers.

Plant One: Three (3) Coats
Yarn Department One (1) Coat

The Company will ensure that these coats are cleaned periodically and maintained in good shape and repaired or replaced on an ongoing basis.

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 **working an eight (8) hour shift** 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 those actual hours spent performing active training, to a maximum of four (4) weeks only.**
- (b) 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 An 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 (a) All employees will be paid at the rate of time and one-half (1½ x) for work or **training** required to be performed in excess of their normal designated working hours.
- (b) **For twelve (12) hour shifts: In such case as notice of layoff or shutdown has not been given, and the employee has already worked a shift(s) other than his or her regular schedule shift(s), and subsequently that employee is effected by layoff or shutdown then that shift(s) will be paid at the applicable premium rate.**
- Otherwise, Article 29.01 (b) above applies and the threshold hours of work must first be fulfilled in order to be eligible for premium rates.**
- 29.03 Work required to be performed by employees on Saturdays will be paid at the rate of time and one-half (1½ x) 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) **Those** employees employed within a classification **and who normally perform the work available** 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.

If there are insufficient volunteers to fill the scheduled overtime vacancies as described above, then the remaining vacancies will be offered first to those other employees employed within the Classification, then from those employees employed within the Department, then the Bargaining Unit, and in all cases provided the employee is competent, qualified and available to perform the overtime work that is available.

- (b) Overtime will be on a voluntary basis, but the Company may ask employees who are readily available to fill vacancies caused by absenteeism.
- 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.
- 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 period, 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 of 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 (8) 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	Good Friday
Labour Day	Thanksgiving Day	Boxing Day
Christmas Day	Victoria Day	Canada Day
Heritage Day (3rd Monday in Feb.)		

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 **(as designated in Article 30.01 above)** will receive an extra twelve (12) hours pay in addition to the Statutory Holiday Pay of **twelve (12)** 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 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 **The following language improvements in Articles 31.03 and 31.04 are effective March 1, 2002:**

(a) **General**

(i) **In all cases once the employee's application for vacation has been submitted to and approved by the Company, then the employee must take the approved vacation time off. Should there be a need to reschedule, the employee may apply to take alternative vacation time within the prescribed vacation year as defined in Article 31.02 above. Should the employee fail to reschedule, then the Company will assign an alternate vacation period to be taken by the employee within the prescribed vacation year.**

(ii) **In no case shall any employee be permitted to apply for leave of absence or vacation time off with or without pay following his / her receipt of verbal or written Notice from the Company of any forthcoming scheduled layoff.**

(iii) **Employees (e.g. Skilled Trades) who may be required to work during scheduled plant vacation shutdown periods may apply to reschedule their vacation time to alternate vacation dates in lieu.**

In such case, the requirements and provisions of Article 31.04 shall apply with respect to the determination of the minimum number of these employees so affected who may be permitted to take their vacation during these plant vacation shutdown periods.

(iv) **With regard scheduled plant vacation shutdown periods (reference Article 31.03 (b) and / or 31.03 (c) below), should the employee not have sufficient vacation funds available in his/her vacation accrual as the result of drawing vacation pay with other vacation time taken during the year, then such deficit during such periods will be unpaid leave of absence. Where the employee has pre-booked all of his/her vacation entitlement, then the Christmas shutdown period, should there be one, may be deemed as a layoff for that employee.**

- (v) For those probationary employees who are laid off (because they have no vacation entitlement) as the result of scheduled plant shutdown vacation periods, these periods shall be deemed to be an interruption in the probationary period. Upon return to work following these specific periods of interruption, the probationary employee shall resume the probationary period from where he/she left off.

For the purposes of “EIC” as is prescribed by Legislation, these periods shall be deemed as layoff for those affected probationary employees. “EIC” documentation shall be issued accordingly.

(b) **Summer Vacation Plant Shutdown Periods**

The Company shall schedule a two (2) week summer vacation plant shutdown during which time employees will take their vacation in accordance with Article 31.03 (a) above.

(c) **Christmas Vacation Shutdown Periods**

If the Company schedules a Christmas vacation shutdown period, then the following shall apply:

- (i) The Company will post the dates at least one (1) month in advance.
- (ii) In accordance with Article 31.03 (a) above:
- Where an employee has pre-booked all of his/her entire vacation entitlement, then the Christmas shutdown period may be deemed as a layoff for that employee.
 - Otherwise, except for those employees who may be required to work during this period, all other employees will take vacation or leave of absence.
- (iii) During such specific period, any interim weekdays Mondays through Fridays (Except those otherwise designated as statutory or floater holidays in accordance with Article 30.01) shall be deemed as vacation days or unpaid leave of absence days.
- (iv) During such specific period, should the statutory holidays fall onto Saturdays and / or Sundays, then Article 30.05 (a) alone (assignment of alternate statutory holiday dates) would apply to all affected employees.

Accordingly, the Company would schedule substitute weekdays in lieu for that specific Christmas vacation period.

- (v) Article 30.03 regarding qualification for payment for statutory holidays remains in effect for all employees.
 - (vi) Any continuation of such Christmas period shutdown beyond dates posted will be deemed to be layoff in accordance with Article 17 of this Collective Agreement except for those employees who have a previously scheduled and approved personal vacation or leave of absence. In that case, those employees will begin layoff on the first affected shift following their approved leave.
- (d) Requesting Vacation Pay
- (i) In no case shall vacation pay be issued in excess of those vacation dollars in the employee's vacation accrual.
 - (ii) In all cases, vacation pay shall only be issued commensurate with equivalent approved vacation time.
 - (iii) Eligible employees taking approved alternative or additional vacation time may request vacation pay from their vacation accrual provided:
 - 1. All such requests shall be in writing.
 - 2. All such requests that may affect the employee's vacation accrual payout for the summer plant vacation shutdown shall be submitted to the Company in writing not later than May 21st each year.
 - 3. All other such requests must be received in the Payroll department not less than fourteen (14) calendar days in advance of the employee's last scheduled shift of work prior to the commencement of the approved vacation period. This includes such requests relative to the Christmas period.
 - (iv) Otherwise, for all other employees, the Company shall issue their accrued vacation pay on the last payday prior to the commencement of the summer vacation shutdown. For any employees whose last shift worked precedes that date of the pay day, their accrued vacation pay will be available during

their last shift of work before the commencement of the summer vacation shutdown.

31.04 The following language in Article 31.04 is effective March 1, 2002:

(a) **Requesting Vacation Time**

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.

(b) **Vacation Sign Up Period**

For those employees who are entitled

- (i) The Company will post by January 15th each year a vacation application notice for entitled employees to indicate their vacation preferences.
- (ii) Such application shall be in writing and to be submitted by February 15th each year.

(c) **Vacation Awards**

- (i) For all vacation applications submitted within the vacation sign up period, as defined above, the Company will award vacation to department employees on the basis of their Company service as defined in Article 15.01 (b). The Company will post the finalized approved vacation schedule by March 1st each year.
- (ii) Otherwise, for all other requests submitted outside of the sign up period, the Company will award department employees' vacation requests on the basis of "first come first served". In no case shall such award displace any vacation award from within the sign up period.

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.

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 Dental Fund**

(i) The Company shall increase and contribute to the current benefit level of **twenty seven (27¢)** per hour to a total of **four (4¢)** 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:

March 1, 2001	27¢ per hour
March 1, 2002	1¢ per hour increase
March 1, 2003	1¢ per hour increase
March 1, 2004	2¢ per hour increase
TOTAL	31¢ per hour as of March 1, 2004

(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 **sixteen** cents (**16¢**) per hour during the term of the Agreement. Contributions shall be as follows:

March 1, 2001	96¢ per hour
March 1, 2002	10¢ per hour increase
March 1, 2003	3¢ per hour increase

2004	March 1, 2004 TOTAL	<u>3¢ per hour increase</u> \$1.12 per hour as of March 1,
------	--------------------------------------	--

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 **and all applicable taxes.**

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. **Please refer to the Benefit booklet for updated information on premium costs and benefit coverage expiry.**

32.04 Detailed information regarding the employee benefits is provided in the United Food & Commercial Workers Trusteed 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**

(a) The Company shall increase and contribute **ten cents (10¢)** per hour to the current benefit level of **sixty two cents (62¢)** per hour to a total of **seventy-two cents (72¢)** 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:

March 1, 2001	62¢ per hour
Date of ratification	3¢ per hour
March 1, 2003	3¢ per hour increase
March 1, 2004	4¢ per hour increase
TOTAL	72¢ per hour as of March 1, 2004

- (b) 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.

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

- 33.01 (a) The Company agrees to contribute 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 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.

ARTICLE 36 - DURATION

- 36.01 This Agreement shall remain in force and effect from March 1, **2002** to February 28, **2005** 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, **2005**. 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
_____ DAY OF _____, 20____.

FOR THE UNION:

Angus Locke _____

Gerald Clarke _____

Maria Ferreira _____

Rhoney Pryce _____

Steve Garland _____

FOR THE COMPANY:

Jim Anderson _____

Gary Witt _____

Tim Burt _____

S. Ravishankar _____

Chris Radtke _____

STRUDEX FIBRES LIMITED
SCHEDULE "A" - WAGE RATES

<u>CLASSIFICATIONS</u>	<u>EFFECTIVE:</u> <u>MAR 1/02</u>	<u>MAR 1/03</u>	<u>MAR. 1, 2004</u>
<u>EXTRUSION</u>			
Operator	16.72	17.07	17.42
Jetman	16.97	17.32	17.67
Bulk Handler (Oilman)	16.72	17.07	17.42
<u>TEXTURIZING</u>			
Operator	16.27	16.62	16.97
Supplier	15.77	16.12	16.47
<u>MASTERBATCH & COLOUR CONTROL</u>			
Operator	17.25	17.60	17.95
Operator Helper	16.50	16.85	17.20
<u>SPIN TEXTURING</u>			
Operator	16.97	17.32	17.67
<u>YARN DEPARTMENT</u>			
Operators	15.30	15.65	16.00
Suppliers	15.30	15.65	16.00
Lead Hand	15.90	16.25	16.60
Superba Operator	15.30	15.65	16.00
<u>PACKING DEPARTMENT</u>			
Lead Hand	15.99	16.34	16.69
Packer	15.74	16.09	16.44
Tow Motor Service	15.74	16.09	16.44
<u>MAINTENANCE</u>			
** Industrial Electrician	19.55	19.90	20.25
** Electrical Technician	19.05	19.40	19.75
** Machinist (with papers)	19.85	20.20	20.55
** Mechanic (with papers)	19.85	20.20	20.55
Machinist	16.90	17.25	17.60
Mechanic	16.55	16.90	17.25
<u>CLASSIFICATIONS</u>	<u>EFFECTIVE:</u> <u>MAR 1/02</u>	<u>MAR 1/03</u>	<u>MAR. 1, 2004</u>
<u>MAINTENANCE</u>			
Fixer	15.90	16.25	16.60

Mechanic Helper	15.30	15.65	16.00
Janitor	14.50	14.85	15.20

WASTE RECOVERY

Operator	16.25	16.60	16.95
Tube Sorter	14.00	14.35	14.70

**** 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, **2002**, to the implementation date of negotiated wage increases.

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: SCHEDULE "A"

**Suppliers Red Circled Rate in the Yarn Department - Plant II
from Negotiations in 1991**

- 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:

ria Ferreira, Daljinder Tatla, Dona Saunders, Jagdev Ghangas, Zikica (Jamie) Milosavljevec, Shastrawatty Ramcharran, Sonia Russell, and Jana Horky

These members also have recall and bumping rights.

DATED AT WATERLOO, ONTARIO, THIS ___ DAY OF _____, 20__.

FOR THE UNION: _____

Angus Locke _____

Gerald Clarke _____

Maria Ferreira _____

Rhoney Pryce _____

Steve Garland _____

FOR THE COMPANY: _____

Jim Anderson _____

Gary Witt _____

Tim Burt _____

S. Ravishankar _____

Chris Radtke _____

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: ARTICLE 32.06 - Long Term Disability

In the event that seventy-five percent (75%) or more of the bargaining unit employees agree to participate in an employee-paid Long 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 ___ DAY OF _____, 20__.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____

Jim Anderson _____

Gerald Clarke _____

Gary Witt _____

Maria Ferreira _____

Tim Burt _____

Rhoney Pryce _____

S. Ravishankar _____

Steve Garland _____

Chris Radtke _____

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: MANAGEMENT/STEWARDS 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 ___ DAY OF _____, 20__.

FOR THE UNION:

Angus Locke _____

Gerald Clarke _____

Maria Ferreira _____

Rhoney Pryce _____

Steve Garland _____

FOR THE COMPANY:

Jim Anderson _____

Gary Witt _____

Tim Burt _____

S. Ravishankar _____

Chris Radtke _____

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 1.

DATED AT WATERLOO, ONTARIO, THIS ___ DAY OF _____, 20__.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____

Jim Anderson _____

Gerald Clarke _____

Gary Witt _____

Maria Ferreira _____

Tim Burt _____

Rhoney Pryce _____

S. Ravishankar _____

Steve Garland _____

Chris Radtke _____

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 ___ DAY OF _____, 20__.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____
Gerald Clarke _____
Maria Ferreira _____
Rhoney Pryce _____
Steve Garland _____

Jim Anderson _____
Gary Witt _____
Tim Burt _____
S. Ravishankar _____
Chris Radtke _____

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 ___ DAY OF _____, 20__.

FOR THE UNION:

Angus Locke _____
Gerald Clarke _____
Maria Ferreira _____
Rhoney Pryce _____
Steve Garland _____

FOR THE COMPANY:

Jim Anderson _____
Gary Witt _____
Tim Burt _____
S. Ravishankar _____
Chris Radtke _____

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: 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 ___ DAY OF _____, 20__.

FOR THE UNION:

Angus Locke _____

Gerald Clarke _____

Maria Ferreira _____

Rhoney Pryce _____

Steve Garland _____

FOR THE COMPANY:

Jim Anderson _____

Gary Witt _____

Tim Burt _____

S. Ravishankar _____

Chris Radtke _____

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: 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 ___ DAY OF _____, 20__.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____
Gerald Clarke _____
Maria Ferreira _____
Rhoney Pryce _____
Steve Garland _____

Jim Anderson _____
Gary Witt _____
Tim Burt _____
S. Ravishankar _____
Chris Radtke _____

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 ___ DAY OF _____, 20__.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____
Gerald Clarke _____
Maria Ferreira _____
Rhoney Pryce _____
Steve Garland _____

Jim Anderson _____
Gary Witt _____
Tim Burt _____
S. Ravishankar _____
Chris Radtke _____

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: 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>	<u>Offered To:</u>
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 ___ DAY OF _____, 20__.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____

Jim Anderson _____

Gerald Clarke _____

Gary Witt _____

Maria Ferreira _____

Tim Burt _____

Rhoney Pryce _____

S. Ravishankar _____

Steve Garland _____

Chris Radtke _____

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: PERMANENT LAYOFF

In 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 ___ DAY OF _____, 20__.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____

Jim Anderson _____

Gerald Clarke _____

Gary Witt _____

Maria Ferreira _____

Tim Burt _____

Rhoney Pryce _____

S. Ravishankar _____

Steve Garland _____

Chris Radtke _____

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: 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 ___ DAY OF _____, 20__.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____

Jim Anderson _____

Gerald Clarke _____

Gary Witt _____

Maria Ferreira _____

Tim Burt _____

Rhoney Pryce _____

S. Ravishankar _____

Steve Garland _____

Chris Radtke _____

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: 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 ___ DAY OF _____, 2002.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____

Jim Anderson _____

Gerald Clarke _____

Gary Witt _____

Maria Ferreira _____

Tim Burt _____

Rhoney Pryce _____

S. Ravishankar _____

Steve Garland _____

Chris Radtke _____

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: CANADA SAVINGS BONDS

The Company and the Union have agreed that, provided there are sufficient and sincere interested parties so as to qualify for participation in a Canada Savings Bond (CSB) program as determined by CSB, then the Company shall provide payroll deduction services only. All remittances shall be forwarded to CSB.

CSB shall determine the timetable for initiating such payroll deduction programs once the Company's payroll system is able to do so.

Once enrolled, the Company shall not permit the member to make changes to the dollar amount or frequency of CSB. deductions.

If the member cancels his/her participation in the CSB payroll deduction program, the Company shall not permit him/her to reinstate or open a new CSB payroll deduction for the remainder of the CSB deduction year.

All transactions other than CSB payroll deduction shall be conducted directly between the member and CSB in accordance with CSB policies and procedures.

Neither the Company nor the Union assumes any liability expressed or implied for the monies so invested in a CSB plan other than the payroll deduction and submission of it to CSB.

DATED AT WATERLOO, ONTARIO, THIS ___ DAY OF _____, 2002.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____

Gerald Clarke _____

Maria Ferreira _____

Rhoney Pryce _____

Steve Garland _____

Jim Anderson _____

Gary Witt _____

Tim Burt _____

S. Ravishankar _____

Chris Radtke _____

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: Articles 17 and 31 of the Current Collective Agreement

The Company and the Union agree that the purpose of this Letter of Understanding is to provide a means to even out the effect of total plant shutdowns over all four (4) teams through a planned “flip” of the twelve (12) hour shift team work schedules after the summer vacation shutdown.

Should this practice result in any deleterious effect on the members so affected and/or the operation of the business, then the Parties agree to convene the Negotiating Committee to review and re-assess.

Following the Summer Plant Vacation Shutdown:

Where there is a complete shutdown for twelve (12) hour shift members in a department over the summer plant vacation shutdown period then the crew members of that / those twelve (12) hour shift department(s) shall, upon their return to work following the summer vacation shutdown, “flip” their shift team schedules as follows:

The “A” shift shall return on the “C” shift schedule; “B” to “D”; “C” to “A” and “D” to “B”.

NOTE:

The numbers of crew members per shift that return to work shall be determined by management based on production requirements.

Any members whose return may be delayed shall be deemed to be on layoff effective their first affected shift following the plant vacation shutdown period. Those employees so affected will have the opportunity to exercise their individual

bumping rights based on their respective alternative departmental seniority standings in accordance with Article 15 Seniority; the published departmental seniority listing, and Article 17.03 Layoff and Recall (progression and retrogression).

DATED AT WATERLOO, ONTARIO, THIS __ DAY OF _____, 2002.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____
Gerald Clarke _____
Maria Ferreira _____
Rhoney Pryce _____
Steve Garland _____

Jim Anderson _____
Gary Witt _____
Tim Burt _____
S. Ravishankar _____
Chris Radtke _____

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: Emergency Overtime: Witnessed Telephone Calls

The Company and the Union agree that any telephone calls made to contact members with regard to the offer of emergency overtime will be witnessed by a bargaining unit member and duly recorded.

DATED AT WATERLOO, ONTARIO, THIS ___ DAY OF _____, 2002.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____

Jim Anderson _____

Gerald Clarke _____

Gary Witt _____

Maria Ferreira _____

Tim Burt _____

Rhoney Pryce _____

S. Ravishankar _____

Steve Garland _____

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with reference to

**Article 14 - Transfers and Job Postings (14.06 Temporary Transfers)
Article 26 - Wages (26.03 Temporary Assignments)
Article 29 - Hours of Work and Overtime**

**RE: Emergency Overtime:
Clarification and Instructions
to Supervisory Staff with regard to Overtime Assignments**

The Company and the Union agree that for the purposes of the Collective Agreement and related Letter of Understanding an “Emergency” is as defined in the Webster or Oxford dictionaries, and is generally deemed to be some event that is outside the control of the workplace parties: (e.g.) Fire, Flood, the First Shift of any Unscheduled Absence, or Unscheduled Overtime

Assignment of Emergency Overtime:

Example: Wherein an employee advises the Company on short notice (twenty-four (24) hours or less) of a previously unscheduled absence, the first shift or any partial shift thereof of such absence will be deemed to be an emergency and may be filled at the discretion of the Company.

If the vacancy is going to be filled by overtime, and if the absent member provided notice of multi shifts of absence up front (e.g. going on an extended sick leave) then in this case any subsequent and further shifts beyond the first one shall be deemed to be scheduled overtime. Then the scheduled overtime “wheel” shall be applied to the second shift and each successive opportunity in accordance with Article 29, Hours of Work and Overtime.

If however the absent member gives notice of only a single shift of absence with each contact with the Company, then each such absence will be treated as an Emergency.

These same principles shall apply when any emergency or unplanned event is to be addressed through the assignment of overtime.

DATED AT WATERLOO, ONTARIO, THIS ___ DAY OF _____, 2002.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____
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Local 175

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RE: Extra Break Times during a Heat Wave

The Parties agree that during periods deemed “heat wave”, wherein public cautions are being issued that temperatures and humidity may adversely affect the local populous, then employees will not be unreasonably denied the opportunity to take periodic brief beaks for fluids and cooling down in accordance with Ministry guidelines for preventing heat prostration / stroke.

Such “breaks” however are exclusive of extra “smoke breaks”.

Should this practice result in any deleterious effect on the operation of the Business, then the Parties agree to convene the Negotiating Committee to review and re-assess.

DATED AT WATERLOO, ONTARIO, THIS ___ DAY OF _____, 2002.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____

Jim Anderson _____

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UNITED FOOD & COMMERCIAL WORKERS

Local 175

**Chartered by the United Food and Commercial
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RE: UFCW BUSINESS AGENT ON-SITE VISITS

The Parties agree that the Business Agent shall not unreasonably be denied periodic access to the facility for on site visibility provided such requests are in writing in advance and authorized by the Company. The Union shall then provide a Notice for the agreed dates and times of such visits, an authorized copy of which will be posted by the Company in the facility in advance.

Such visits will generally bridge over shift change times. The Representative will be stationed in the plant lunchroom or other suitable assigned location. The Company reserves the right to assign a member of Management or Supervision to be on hand during these same access periods.

This access will provide the opportunity on a voluntary unpaid basis, for the incoming shift to come in early, and the outgoing the shift to stay late in order to see the Representative.

Such "periods" however are exclusive of extra "Smoke breaks" for any persons at work on duty.

Should this practice result in any deleterious effect on the operation of the Business, then the Parties agree to convene the Negotiating Committee to review and re-assess.

DATED AT WATERLOO, ONTARIO, THIS ___ DAY OF _____, 2002.

FOR THE UNION:

FOR THE COMPANY:

Angus Locke _____

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UNITED FOOD & COMMERCIAL WORKERS

Local 175

**Chartered by the United Food and Commercial
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RE: Volunteers for Clean Up Work for the Yarn Department During Plant Vacation Shutdown Periods

Where the opportunity becomes available for Volunteers to work for clean up or related activities in the Yarn Department during plant Vacation Shutdown periods, the Company will determine the numbers of persons required to fulfill the labour compliment and the duration of the work assignment. Such opportunities will then be offered to the Bargaining Unit at large on a voluntary basis using posted sign up sheets.

Such positions will be awarded to those volunteers who are willing and able to perform the available work using the following criteria:

1. **Where There is one (1) week of this work: Fifty per cent (50%) of the compliment will be awarded based on Service Seniority as defined in Article 15 of the current Collective Agreement.**

Fifty per cent (50%) of the compliment will be awarded at the discretion of the Company on compassionate grounds. (For example to those junior employees who do not have sufficient vacation entitlement).

1. **Where there are two weeks of this work: In conjunction with (3) below: The first week will be awarded based on service seniority. The second week will be awarded on compassionate grounds. (For example to those junior employees who do not have sufficient vacation entitlement).**
2. **In all cases, effective from the date of ratification of the Year 2002 renewal -**
Employees must be able and capable of performing the work available. Employees whose performance in this assignment is deemed to be unsatisfactory will not be re-selected for the next assignment in this work. The Supervisor on duty over the shutdown will advise those employees so

affected and will submit written record of same to the Human Resources Manager.

Notification of Award:

The Company will post a list of those persons awarded such opportunity that will include those employees selected as alternates or spares. Such selection will be made on the same criteria as described above.

DATED AT WATERLOO, ONTARIO, THIS ___ DAY OF _____, 2002.

FOR THE UNION:

Angus Locke _____
Gerald Clarke _____
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**UNITED FOOD & COMMERCIAL WORKERS
Local 175**

**Chartered by the United Food and Commercial
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**RE: PROJECT 2000 - ELECTRONIC TRANSMITTANCE OF EMPLOYERS
REMITTANCES TO THE UNION WITH RESPECT TO UNION DUES AND
INITIATION FEES**

The Parties agree that the Company shall participate in the Union's "Project 2000" towards standardizing the method in which Employers remit their monthly dues and initiation fees.

The definition of project specifics shall be determined through direct discussion between the Company and the Offices of the Union's appointed consultant / project Manager.

Since the data requested is driven through the Company's payroll system, then the electronic transfer of such data will also provide the Union with current address, phone number, and Social Insurance Number etc. for each member, thereby reducing the Union's annual field visits for manual searching and updates of the Union's records.

DATED AT WATERLOO, ONTARIO, THIS ___ DAY OF _____, 2002.

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**UNITED FOOD & COMMERCIAL WORKERS
Local 175**

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

RE: Spin Texturing

The Company will continue in its commitment to pursue and implement capital expenditures in efforts to improve the performance and Health and Safety issues of the Spin Texturing Department.

The Company will augment labour requirements through overtime and/or temporary assignment as the need arises.

DATED AT WATERLOO, ONTARIO, THIS ___ DAY OF _____, 2002.

FOR THE UNION:

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**UNITED FOOD & COMMERCIAL WORKERS
Local 175**

**Chartered by the United Food and Commercial
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RE: Employment Standards Act

The Parties agree that the Employment Standards Act (2000) or Collective Agreement Language, whichever derives the greater benefit becomes the minimum standard in this regard and cannot be arbitrarily withdrawn by either Party.

DATED AT WATERLOO, ONTARIO, THIS ___ DAY OF _____, 2002.

FOR THE UNION:

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**UNITED FOOD & COMMERCIAL WORKERS
Local 175**

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RE: Time Limits

Neither Party shall raise or proceed with a timeliness issue argument regarding “filing for Arbitration” without having notified the other party of its final position on any given grievance in writing.

Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting “filing for Arbitration” shall then be triggered.

The Parties further agree that any Board of Arbitration or Single Arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this Agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

DATED AT WATERLOO, ONTARIO, THIS __ DAY OF _____, 2002.

FOR THE UNION:

FOR THE COMPANY:

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