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NAME OF EMPLOYER	T d F		

COLLECTIVE AGREEMENT

BY AND BETWEEN:

THE CAMBRIDGE TOWEL CORPORATION

-and-

ELCO KITCHEN PRODUCTS LIMITED

-and-

FASHION SCREEN PRINT LTD.
(hereinafter designated as the "Companies")

- AND -

AMALGAMATED CLOTHING AND TEXTILE
WORKERS UNION
AFL-CIO-CLC

(hereinafter designated as the "Union")

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THIS AGREEMENT entered into at Cambridge, Ontario as of the 17th day of February, 1993.

BY AND BETWEEN:
THE CAMBRIDGE TOWEL CORPORATION
and
ELCO KITCHEN PRODUCTS LIMITED
and
FASHION SCREEN PRINT LTD.
(hereinafter designated as the "Companies")

- and -
**AMALGAMATED CLOTHING AND TEXTILE
WORKERS UNION,
AFL-CIO-CLC**
(hereinafter designated as the "Union")

WITNESSETH:

ARTICLE 1 - GENERAL PURPOSE

- 2.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Companies and their employees. It is the desire of all these parties to co-operate in maintaining an harmonious relationship between the Companies and their employees, and to amicably settle differences or grievances which may arise from time to time hereunder in the manner hereinafter set out.

ARTICLE 2 -RECOGNITION

- 2.01 The Companies recognize the Union as the exclusive collective bargaining agency with respect to all matters arising under this Agreement for all their employees employed in or about their mill situated in Cambridge, Ontario, save and except assistant foremen, assistant foreladies, persons above the rank of assistant foreman and assistant forelady, laboratory personnel, designing and offices taff, and persons regularly employed for not more than twenty-four (24) hours per week.
- 2.02 "Employee" defined,
The word "employee" or "employees", wherever used in this Agreement, shall mean any or all of the employees in the bargaining unit as defined above except where the context otherwise provides.
- 2.03 Where the masculine pronoun is used herein it shall mean and include the feminine pronoun where the context so applies.

ARTICLE 3 -MANAGEMENT FUNCTIONS

- 3.01 The Union acknowledges that it is the exclusive function of the Companies to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, classify, direct, transfer, promote, demote and suspend or otherwise discipline employees, subject to the provisions of this Agreement; and
 - (c) generally manage the industrial enterprise in which the Companies are engaged, including all matters concerning the operation of the Companies' business not specifically dealt with elsewhere in this Agreement, and without restricting the generality of the foregoing, to determine the products to be manufactured, methods of manufacture, schedule of production, kinds and locations of machines and tools to be used, process of manufacturing, the engineering and designing of their products, the control of the materials and parts to be incorporated in the products produced, the extension, limitations, curtailment, or cessation of operations.
- 3.02 The Companies agree that these functions will be subject to, and exercised in a manner consistent with the terms of this Agreement and the rights of the Union.

ARTICLE 4 – DISCRIMINATION AND UNION ACTIVITY.

- 4.01 There will be no discrimination, intimidation or coercion by the Companies, their officers or representatives, or by the Union, its officers or members, against any employee for any reason.
- 4.02 No Union activities shall be pursued on the Companies premises except as permitted by this Agreement, or with prior approval of the Companies.

ARTICLE 5 – STEWARDS

- 5.01 The Companies acknowledge the right of the Union to appoint or otherwise select stewards, who shall be permanent regular employees with seniority, and employed in the department or departments they represent.
- The number of stewards, and the zones each represents shall be determined to the mutual satisfaction of the parties. Each steward shall represent only those employees in his agreed zone except as he may be acting as a member of the grievance committee.
- The Union will supply the Companies with a list of stewards showing the zone for which each is

responsible. The Companies will be notified in writing each time a steward resigns or is appointed and will not be required to recognize, as a steward, any employee whose name does not appear on the list.

In the event of the resignation of a zone steward, the Union will insure that the vacancy is filled within two (2) calendar weeks thereafter, and the name of the new steward delivered to the Companies. The above time limit may be extended by mutual agreement.

5.02 Chief Stewards.

In addition to the above stewards, the Companies will recognize a Chief Steward who may be appointed or otherwise selected to represent that plant wherein the Union president is not employed. Such Chief Steward may assist departmental stewards and also act in place of an absent departmental steward as may the Local president in the other plant.

5.03 Payment to Stewards,

With the exception of contract negotiations (see 5.06 below), the Companies will not be required to pay for any time spent by the Union stewards or by members of the Union committee in servicing grievances or at meetings with the Companies outside their regular working hours.

5.04 Permission to act during working hours

It is understood that stewards have their regular duties to perform on behalf of the companies. If it is necessary for a steward to service a grievance during working hours, he shall not leave his department without first securing permission from his immediate supervisor.

If requested, he shall give a reasonable explanation of why he deems such action to be necessary.

When resuming his regular duties, he shall again report to his supervisor.

Should it become necessary for a steward, in the performance of his duties as a steward, to contact another employee, he will first secure the permission of such other person's supervisor. Such permission will not be unduly withheld.

5.05 Meetings with Management.

Where it is necessary for Union representatives, grievors or witnesses to meet with Management representatives, permission for time off will not be unreasonably withheld.

5.06 Union Committee,

When it is necessary for the Union to confer with the Companies on any matter(s), a committee of four (4) seniority employees, assisted by A *Union* representative, shall represent the members of the bargaining unit. For purposes of this provision, the term "Union representative" shall not be restricted to business agents of the Joint Board, or other employees of the International Union, nor shall the provision be construed as limiting the calling of such witness as may be required.

The Companies agree to pay the individual members of the Union committee for all time lost by them as a result of their involvement in negotiations for a renewal of the collective agreement. .

When meetings take place between the Companies and the Union for purposes other than for the renewal of the collective agreement, grievance meetings, and arbitration hearings, the Companies reserve the right to limit participation by bargaining unit members to a reasonable number from each affected classification for a particular committee or subcommittee provided that in exercising this right, they refrain from making capricious and arbitrary decisions.

ARTICLE 6 -GRIEVANCE TIME LIMITATIONS

6.01 An employee may not lodge a grievance on any subject unless he has first presented the subject as a complaint to his foreman within ten (10) calendar days of the occurrence or within ten (10) calendar days of the date whereon the employee could be assumed to have known of the occurrence, and further, the employee presents the written grievance to his foreman within ten (10) working days of the date whereon the employee received the foreman's answer to the original complaint.

6.02 Griever responsibility

If an employee has a grievance, it shall be reduced to writing on forms supplied by the Union. It is agreed that pending the investigation and settlement of his grievance, the employee will not be absolved from performing the duties assigned to him, subject to the provisions of the Occupational Health and Safety Act. The grievance will then be taken up in the following manner and sequence.

GRIEVANCE PROCEDURE

Step No. 1 – Between the aggrieved employee, departmental steward and the foreman of the department involved. The foreman shall render his decision in writing within three (3) working days. Failing settlement, it shall be taken up within three (3) working days as follows.

Step No. 2 – Between the aggrieved employee, departmental steward and the superintendent. The decision shall be given in writing within five (5) working days. Failing settlement, it shall be taken up within five (5) working days as follows.

Step No. 3 – Between the grievance committee and a representative of Management. A representative of the Union may be present at this stage at the request of either of the parties, and the decision shall be given in writing within five (5) working days.

6.03 Arbitration

Failing a settlement under the above procedure of any difference concerning the interpretation or administration of this Agreement, including any question as to whether a matter is arbitrable or whether an allegation is made that this agreement has been violated, the matter in dispute may be taken to arbitration as provided in Article 7, and if no written request is received within thirty-one (31) calendar days of the Companies' reply to Step No. 3, the grievance shall be deemed to have been settled or abandoned.

6.04 Policy Grievance,

Any difference or grievance arising directly between the Companies and the Union may be submitted in writing by either party at step No. 3.

6.05 Witnesses

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

6.06 Time Limit Extensions,

Any and all time limits fixed by this Article and Article 7 may, at any time, be extended by written agreement between the Companies and the Union.

- 6.07 **Decisions Binding**
All decisions arrived at between the Companies and the representatives of the Union shall be final and binding upon the Companies, the Union, and the employee or employees concerned.
- 6.08 **Suspension and Discharge Cases**
A new employee will be considered as a probationary employee until he has actually completed sixty (60) days of work for the Companies in a period of six (6) consecutive months. The Union may question the suspension, dismissal or layoff of any probationary employees; however, such suspension, dismissal or layoff will not be the subject of a grievance.
- 6.09 **Notice of Discharge.**
In cases of discharge, the Companies will have a Union Committee member present at the discharge meeting, to enable such employees his representation. Should a Union Representative not be available then the Company must inform the Union of all the facts as soon as possible.
- 6.10 **Unjust Discharge Claims**
A claim by a permanent seniority employee that he has been unjustly discharged shall be treated as a grievance if a written, signed statement of such grievance is lodged with the Personnel Manager within five (5) working days of the discharge date, and Steps Nos. 1 and 2 of the Grievance Procedure will be omitted in such cases.
- 6.11 Such special grievances may be settled under the grievance and arbitration procedures by:
- (a) confirming the Companies' action in dismissing the permanent employee;
 - (b) reinstating the employee with full compensation for time lost; or
 - (c) by any other arrangement which may be deemed just and equitable.

ARTICLE 7 -ARBITRATION

- 7.01 After having completed Step No. 3 of the grievance procedure, either party may request the matter be submitted to arbitration, as herein provided, it shall make such request in writing addressed to the other party to this agreement, within thirty-one (31) calendar days, advising the other party of its intent to proceed to arbitration. In said written notice the party shall propose to its nominees to act as a sole arbitrator.

Should that Party's nominees be unacceptable, the other Party shall propose alternate names.' If the parties cannot agree on the selection of an arbitrator within fifteen (15) calendar days after the date the original written notice was received, either party may request the Ontario Minister of Labour to appoint one. The decision of the arbitrator shall be final and binding on both Parties.

The time limits specified in the foregoing may be extended by mutual agreement.

- 7.02 No matter may be submitted to arbitration which has not been properly carried through all the required steps of the grievance procedure, except as may be agreed upon at Step No. 3 of the grievance procedure.
- 7.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 7.05 The expenses of the arbitrator shall be shared jointly by the Company and the Union.
- 7.06 Either party may, by giving notice to the other party during the last month of the Agreement, revert the arbitration procedure to that which existed in the Collective Agreement, which expired on October 31, 1988.

ARTICLE 8 - STRIKES AND LOCKOUTS

- 8.01 In view of the orderly procedure for settling grievances, the Companies agree that they will not cause or direct any lockout of their employees. The Union agrees that there will be no strike, slowdown or other concerted activity on the part of the employees in the bargaining unit which will stop, curtail or interfere with work or production.

ARTICLE 9 - SENIORITY PROVISIONS,

- 9.01 Seniority will be based on the length of the employee's continuous service with the Companies. For employees with less than five (5) years continuous service, seniority will be recognized on a departmental basis only. For employee; with five (5) years or more continuous service, seniority will be recognized on both departmental and plant-wide basis.

9.02 Probationary Period

A new employee will be considered on probation and will not be placed on the seniority list until he has actually completed sixty (60) days of work for the Companies in a period of six (6) consecutive months and his seniority shall commence to accrue from the date he actually commenced to work for the Companies as a bargaining unit employee.

The provisions of this paragraph shall apply only to employees hired on a permanent basis. They shall not apply to employees hired on a temporary basis to replace employees on the permanent staff who may be absent due to illness, leave of absence, or for other legitimate reasons, nor will they apply to persons temporarily hired to meet some emergency. The employment of persons hired as temporary employees shall not exceed ninety (90) days of work unless extended by mutual consent of the parties hereto.

Such temporary employees shall have no seniority, nor shall their probationary periods commence until such time as they are confirmed in what is considered a permanent assignment.

9.03

Preferential Seniority

Notwithstanding their ordinary status under the provisions of this article, departmental stewards of the Union and Union committee members during their respective terms of office, but not otherwise, shall enjoy top seniority in their own departments for the purpose of layoff and recall. If a steward or committee member is suspended for misconduct or other just cause, any rights or privileges he is entitled to under the provisions of Clause 9.03 shall not apply to him during the term of his suspension.

9.04 Supplementary workers

Employees whose regularly-scheduled work week is not more than thirty (30) hours are to be designated as "supplementary" workers, and the regular seniority provisions in respect of layoff and recall shall not apply to such employees. However, special departmental seniority lists shall be established for such supplementary workers and shall be applicable only to them and strictly on a departmental basis. When it is necessary to reduce or increase the number of supplementary workers, they shall be laid off and rehired in accordance with their seniority standing as designated on such seniority lists, subject to paragraph 9.09 below. However, such employees shall have the

right to transfer to a full-time basis provided there is a job vacancy.

9.05 Seniority Lists,

Separate seniority lists shall be established for each of the following departments or groups of departments.

- | | |
|---------------------------|--------------|
| 1. Preparation | 5. Dyehouse |
| 2. Weaving | 6. Finishing |
| 3. Maintenance | 7. Elco |
| 4. Stockroom and Shipping | 8. Fashion |

Seniority lists will be provided on demand.

9.06 Transfers.

An employee transferred from one department or group of departments to another shall retain his seniority in his former group for a period of thirty (30) working days, after which time his seniority shall be credited to the department or group of departments in which he is then working, unless this period is extended by mutual agreement of the parties. However, employees designated as supplementary workers whose work week is thirty (30) hours or less shall transfer only 50% of the seniority accumulated on such par-time basis when transferring to a job on a full-time basis.

9.07 Temporary Transfers

In cases of temporary transfers for less than ninety (90) days, or any longer period by mutual agreement between the Companies and the Union, the employee shall retain his seniority in the original group from which he was transferred. It is agreed that the Union will be provided with a copy of any such temporary transfer that is expected to exceed thirty (30) working days.

9.08 When promotions, demotions or transfers in excess of thirty (30) working days occur, the Companies will notify the recording secretary of the local Union in writing of what has taken place and why.

9.09 Notice of Layoff,

Except in cases of emergency, the Companies will give reasonable notice of impending layoffs.

9.10 Layoffs and Recalls

- (a) Seniority shall be the governing factor in the matter of the layoff and recall of employees on a classification, group or departmental basis and where the seniority of those scheduled for layoff or recall warrants it, on a plant wide basis.

The last employee hired shall be the first laid off and the senior employee on layoff will be recalled first provided that those employees with seniority who remain and/or are recalled are capable of performing the required work efficiently.

Where a layoff is to exceed two (2) weeks, employees with seniority who can show that by virtue of previous direct or related experience they should be able to perform the required work, will be allowed reasonable time to prove the fact.

It is understood that layoffs of one (1) day or less could, in some instances, have a serious adverse effect on the Companies' production requirements, as well as deflating earnings of employees.

Notwithstanding the provisions above, the Companies may lay off employees out of seniority provided no individual is laid off for an aggregate total in excess of twenty-five (25) hours, unless extended by mutual agreement, in any twelve (12) month period ending with the month the calculation is made.

- (b) An employee shall be considered to have been laid off when he has been prevented by the Companies from working more than seventy-five per cent (75%) of the number of hours he would otherwise have worked in any regular scheduled shift, except as provided for in clause 10.03 below.

When it is necessary to decrease the number of employees in a department, such reduction will be made as follows:

- (c) Part-time, temporary, supplementary and probationary employees in the department will be the first to be laid off provided that the remaining employees are qualified and willing to perform the work required. The employees who remain will be accorded a reasonable familiarization period, to be determined by the type of work required, but in no case shall it be more than three (3) days worked on such job.
- (d) If further lay-offs are necessary, employees will be laid off in the inverse order of seniority, provided those retained are willing and qualified to perform the work *required*, and will be given the above *familiarization period*, subject to the following conditions.
 - (i) A Seniority employee, if not the junior employee in his or her classification, will be assigned to work being performed by the most junior employee in the same classification on the same shift.

(ii) The employee so displaced, provided he or she has the necessary seniority, will be assigned to work being performed by the most junior employee on the same shift (subject to Article 9.01) or, at the employee's election, to work being performed by the most junior employee in the same classification on another shift.

Note: For the purposes of this article, the Companies may group classifications into a single classification.

(e) When the Companies decide to increase the work force in a department, the most senior laid-off person from the department (whether he/she has exercised his/her seniority to transfer to another department or whether he/she is still on lay-off) will be recalled to the department in accordance with his/her seniority provided he/she is willing and qualified to perform the work required. An employee so recalled may, upon mutual agreement between the

Companies and the Union, remain in the department in which he is currently employed, in which case the employee shall forfeit his right to the opening in question, but shall retain and accumulate seniority in such department for a period of three (3) months, after which period he/she shall be credited with his/her full seniority in such new department.

(f) When a vacancy exists in a classification from which an employee has been displaced due to a lay-off, the senior employee so displaced will be offered the opportunity to fill the vacancy before it is posted by the Companies, regardless of whether the employee is presently on lay-off or is working in another classification. Should an employee presently working in another classification refuse such opportunity the Companies shall not be obliged to offer the next vacancy in the same classification to that employee. Should an employee on lay-off refuse such opportunity, Article 9:17 (c) shall prevail.

(g) In the event of a layoff an employee with three (3) years or more seniority may exercise this seniority on a plant wide basis to displace a probationary employee provided that he/she is capable and willing to perform the required work and no significant training is required.

9.11 Request for Transfer and Job Posting

(a) Any seniority employee wishing to transfer to another position either within or outside his classification, or to

another shift may submit a written application for such transfer to the Personnel Department on a form supplied by the Companies. The Personnel Department shall immediately, or as soon thereafter as possible, acknowledge, in writing, receipt of the employee's application. All such applications shall be retained, and remain valid, in the Voluntary Transfer Files of the Personnel Department for a period of six (6) months.

The Companies are bound to consider the transfer applications, which are in the Voluntary Transfer Files, of employees who have one (1) or more years of seniority when a vacancy occurs within an existing classification, subject to the provisions of clause 9.12 of this collective agreement.

When new machinery displaces any employee from an existing classification, the Companies and the Union may give him preference in filling the job created by such new machinery. The Companies agree to post notice of any remaining vacancy, which shall be filled subject to the provisions of 9.11(b) below.

As and when each appointment is made, the Companies shall post a notice to that effect on the bulletin boards; the notice shall contain the name of the successful applicant and he shall be placed in his new position as soon as practicable following his appointment.

- (b) When a vacancy, *other* than a temporary vacancy, or a new permanent job is not filled through the application of 9.11 (a) above, such position shall be posted on the bulletin boards for no less than two (2) working days, and shall list the classification and class, rate of pay, and all other pertinent information. Space shall be provided on the notice where employees, who wish to apply for the job, shall enter their names.

In applying the provisions of 9.11 (b) to the filling of vacancies or new jobs, and with the overall efficiency of the operation of their businesses in mind, the Companies may take into consideration the skill, ability, qualifications, training, physical fitness (without violating the Ontario Human Rights Code) and personal record of the applicants. Where the skill, ability, qualifications, training, physical fitness and personal records are relatively equal, seniority shall be the governing factor. If there is no eligible applicant employee who, after a period of familiarization, would meet the qualifications for the posted job, the Companies may fill the job by other means.

As and when each appointment is made, the Companies shall post a notice to that effect on the bulletin boards; the notice shall contain the name of the successful applicant and he shall be placed in his new position as soon as practicable following his appointment.

The Company shall be required to post only the primary vacancy after the application of 9.11 (a) above; any vacancy arising as a result of the filling of the primary vacancy may be filled by other means.

- (c) If an applicant chosen under the terms of 9.11 (a) or (b) above later proves unable to perform the job successfully at any time within his first sixty (60) calendar days on the new job or if, during the first fifteen (15) calendar days on the new job, he requests that he be returned to his former job, he shall be returned to his former job and shift as soon as reasonably possible. In that event, the vacated job may be filled through the provisions of 9.11(a) or (b), whichever is applicable. Notwithstanding the above, an employee who has successfully posted to a lower paying job classification, shall not have the right to return to his/her previous job under any circumstances without the approval of the Companies.
- (d) If conditions change, and such changes are not the result of hiring new employees, and the Companies consequently find they no longer need to assign a successful applicant to the new job, or if the Companies decide to delay the assignment for a period longer than thirty (30) working days, notice to that effect shall be posted on the bulletin boards, and such successful applicant shall not thereby be bound by the provisions of 9.11(f) below.
- (e) When vacancies, in job classifications which require a six (6) month or longer apprenticeship, or which have an asterisk (*) beside them in Schedule "C", need to be filled, the Companies may hire from outside only when the applicant's qualifications are considerably superior to those of eligible employees who have applied for such vacancies under the provisions of 9.11(a) and/or (b) above.
- (f) Except by agreement of the parties hereto, no employee who has transferred through the application of 9.11(a) or (b) above may use that particular provision again until at least one (1) year has elapsed from the date his previous application for transfer was granted.
- (g) An employee who confirms his intention to transfer through the application of 9.11(a) or (b) above, and who

reverses his decision, shall not be eligible to use the same provision again until at least one (1) year has elapsed from the date his previous application to transfer was granted, except in the following circumstances:

- (i) he reverses his decision at the Companies' request prior to making the transfer;
 - (ii) he reverses his decision for acceptable medical reasons;
 - (iii) he is affected by a reduction in the work force;
 - (iv) he is removed from the job because, in the judgement of the Companies, he is unable to perform the required work satisfactorily.
- (h) While the Companies are in the process of filling a vacancy or new job on a permanent basis by the application of 9.11 (a) or (b) above, the job may be filled on a temporary basis at their discretion, and a notice to that effect shall be posted on the bulletin boards, and shall include the name of the temporarily-assigned employee. The experience which such employee gains while performing in such temporary capacity, however, shall not be taken into account by the Companies in their search for a suitable applicant to fill the position on a permanent basis.

The Companies agree to supply the Union committee with copies of all notices required under the terms of this clause 9.11.

9.12 Promotions

In the case of promotions, transfers and opportunities for advancement within the bargaining unit, seniority shall be the deciding factor, provided the employees concerned have relatively equal qualifications.

9.13 Unjust Demotion Claims,

In the case of demotions, if an employee feels he has been treated unjustly he shall have recourse to the grievance procedure and return to his previous job if it is found he was unjustly demoted.

9.14 Supervisory Promotions.

Promotions to supervisory position shall not be subject to the provisions of this Agreement. It is clearly understood that foremen and assistant foremen will only perform jobs related to their position.

9.15 An employee who is transferred to a position which is not in the bargaining unit shall retain his seniority rights for twelve (12) months and his job rights for a period of three (3) months.

9.16 Military Service.

The seniority of employees serving in Her Majesty's Forces shall be respected in accordance with the Reinstatement in Civil Employment Act, 1942 (as amended).

9.17 Loss of Seniority.

An employee shall lose all seniority and the employee's employment shall be deemed to be terminated under the following conditions:

- (a) voluntarily quits the employ of the Companies (see Letter of Intent);
- (b) is justifiably discharged;
- (c) following a lay-off and on being notified to return, fails to advise the Companies within five (5) days of his intention to return, and fails to return within eight (8) days of receiving such notification;
- (d) is absent without proper notification to the Companies for more than one (1) working day. An employee having been absent without proper notification to the Companies for more than one (1) working day may be considered to have severed his employment with the Companies if, having been given a reasonable opportunity (having regard to all the circumstances) he should fail to present proof of his inability to notify the Companies;
- (e) has been laid off or is off due to legitimate illness in excess of the allowable periods below:
 1. Employees with three to twelve months seniority; allowable break equivalent to one-half his seniority.
 2. Employees with twelve months to four years seniority; allowable period equivalent to his length of seniority up to one year.
 3. Employees with more than four years seniority shall not lose any seniority due to prolonged legitimate illness.

An employee may be laid off while on a leave of absence, and such employee's lay-off shall be considered to have started at the time of the lay-off and not at the start of the leave of absence.

9.18 Address Changes,

It shall be the duty of employees to notify the Companies promptly of any change of address or telephone number. If an employee should fail to do this, the Companies will not be responsible for failure of a notice to reach him.

- 9.19 An employee shall not lose any seniority because of absence due to sickness, accident or other unavoidable reasons, subject to the provisions of 9.17 above. If an employee finds that he is unable to report for work, he will notify the Personnel Office during office hours or his own foreman before the start of his shift, or as soon thereafter as possible.

An employee who is receiving Worker's Compensation or Weekly Indemnity payments shall notify the Company as soon as possible when he is available to return to work and shall provide the Company with a medical certificate. The Company shall not be required to allow such an employee to return to work unless it has been notified during the prior shift of the employee's intention to return to work.

9.20 Leave of Absence

- (a) Leave of absence may be granted for legitimate reasons and will be granted to delegated members to attend Union conventions and conferences. It is agreed that such leave will not be unreasonably withheld. All requests for leave of absence shall be made in writing to the Personnel Department three (3) months prior to date of intended leave stating the reason for the leave and the requested duration thereof. A copy of an employee's request for leave of absence shall be forwarded to the Union. The Companies will reply to a written request for a leave of absence within four (4) weeks of the date of the said request. Where a leave of absence is denied the Companies will notify the employee in writing of the reason for the denial of such leave with copy to be provided to the Union.
- (b) Leave of absence will not be granted to accept employment outside of the Companies which are party to this Agreement, except to persons on medical leave. Upon commencing to work elsewhere, an employee on leave of absence other than medical leave shall be considered to have voluntarily left the Companies employ. An exception to this provision may be made to an employee wishing to accept employment with the Amalgamated Clothing and Textile Workers Union.
- (c) On Remembrance Day (November 11th) the Company will grant a maximum of three (3) hours unpaid leave of absence for any employee who wishes to attend Remembrance Day services, provided the employee has so notified his supervisor no later than 4:00 P.M. on November 4th.

9.21 Pregnancy Leave

Leave of absence may be granted on the following basis to female employees who are pregnant, provided they have attained nine (9) months seniority:

- (a) The employee will be permitted to work up to the end of the sixth month of her term but may be required to leave earlier on advice from the plant nurse or competent medical authority;
- (b) The employee may return to work with full seniority provided she advises the companies, within three (3) months of delivery of her intention to return, and returns within four (4) months following delivery. This period of time will be extended, to a maximum of six months after delivery, if a request for same is submitted based on the written advice of a qualified physician.
- (c) An employee who intends to resume her employment at the expiration of her pregnancy leave shall be reinstated in accordance with the provisions of section 38 of the Employment Standards Act.

9.22 Bereavement Leave

Should a bereavement occur in an employee's immediate family, he may request a bereavement leave and will be allowed reasonable leave to attend the funeral or conduct related business where required. He will be reimbursed at his average hourly earnings for the time granted on such leave provided that the total amount of such reimbursement shall not exceed the aggregate of three (3) days pay.

The Companies may require proof of the event, facts and relationship before making reimbursements as above.

Should a bereavement occur in an employee's immediate family and the employee does not attend the funeral, he may request a bereavement leave of one day and will be paid for one lost regularly scheduled work day within the three consecutive day period following the date of death.

The term "immediate family" shall mean an employee's spouse, father or mother, brother or sister, children, child of spouse, stepchild, father-in-law or mother-in-law, sister-in-law or brother-in-law, legal guardian, grandparent or grandchild, stepfather or stepmother, stepbrother or stepsister, son-in-law or daughter-in-law.

In the event that the employee's spouse is not by marriage, but rather through a common-law

relationship, then the employee must have been co-habiting with his common-law spouse for a period of one (1) year and such fact is reported and in the company records.

In the event of a common-law relationship the term "in-laws" referred to in this clause will be the relatives of the common-law spouse.

ARTICLE 10 – WAGES

10.01 The Companies agree to pay and the Union agrees to accept for the term of this Agreement, the schedule of wage rates for the job classifications in effect at the date hereof and as set out in Schedule "A", which forms part of this Agreement.

10.02 Temporary Transfers,

An employee temporarily transferred to another job classification to meet production requirements or due to machine breakdown will be paid at the rate of the new job, or on the basis of his/her average hourly earnings, whichever is the higher.

An employee temporarily transferred to another job classification for reason of lack of available work on his regular job shall be paid at the rate of the new job, or at the "base rate", whichever is the higher.

A temporary transfer will not exceed thirty (30) working days, unless extended by agreement of the parties hereto.

10.03 Reporting Allowance

The Company agrees that an employee who has commenced work, or who is reporting for work at his/her regular time, unless previously notified to the contrary, shall be furnished with four (4) hours work or given f&r (4) hours pay at his average hourly earnings in lieu thereof. The provisions of this paragraph shall not apply in the event of power or steam failure, fire, flood, or other condition beyond the control of the Company.

10.04 Call-in Pay

If an employee is called back to work after his regular scheduled hours without being notified prior to the end of his shift, he will be paid a minimum of four (4) hours at straight time, provided that if the time taken to perform the work required exceeds three (3) hours, he will be paid at the regular overtime rate as specified in paragraph 12.02 below, and the four (4) hours' guarantee referred to herein shall not apply

10.05 **Jury Duty**

An employee summoned for jury duty or subpoenaed as a witness for the Crown will be remunerated for time lost from work for this purpose by being paid the difference between his average hourly earnings, excluding overtime as shown in the most recent payroll statistics, and the amount of remuneration he receives for his service as a juror or as a subpoenaed witness, if such amount is less than he would have earned if he had otherwise been at work.

The Companies will require written proof of jury service or Crown witness service prior to reimbursement.

10.06 **Job Make-Up Pay.**

If an experienced employee's work assignment is less than one hundred per cent (100%) of a job, make-up will be to one hundred per cent (100%), with payment calculated at the base rate.

10.07 **Pay Day**

The Companies agree to pay weekly wages on Thursday. The Companies will endeavour to pay employees on the 11:00 to 7:00 shift during the Wednesday to Thursday shift.

10.08 **Average Hourly Earnings Defined**

Average hourly earnings as stated in this Agreement shall mean the individual employee's average hourly earnings, excluding overtime and shift premium, and based on the most recent available payroll statistics.

10.09 **Injury Pay.**

An employee who is injured on the Companies' premises shall be paid for the balance of his shift at his average hourly earnings.

10.10 **Incentive Jobs**

(a) New employees hired on an incentive job shall be paid a starting hourly rate set by the Company, which will enable the employee to reach the full rate after a reasonable apprenticeship period. If hired below the base rate, the employee shall be increased by a minimum of five cents per hour at the completion of the first sixty (60) working days and five cents per hour per month thereafter until the full base rate is achieved. Employees on incentive jobs will be paid the higher of the above or actual earnings.

(b) An employee transferred to an incentive job shall be guaranteed the lower of either his previous hourly rate or one hundred per cent performance rate on the incentive job for the first sixty (60) working days. After

that time he will be paid base rate plus actual incentive earned. After a reasonable training period for the specific job, the employee is expected to perform at a standard of at least one hundred per cent (100%).

- (c) The Companies further reserve the right to discipline, demote or transfer an employee as soon as it can be ascertained by comparison to the normal learning curve that the employee is far below normal performance standards.
- (d) An employee transferred from a non-incentive job to an incentive job shall be entitled to a five day trial period and may, upon request, be returned to his/her former job at the completion of the trial period, unless the transfer was made to avoid a lay-off. The five day trial period may be extended by mutual agreement.

10.11 New Classifications

If the Companies establish a new classification they shall set a rate for that classification and so advise the Union. If the Union disagrees with the rate it may request a meeting with the Companies within ten (10) days of notification, and such meeting will be held within thirty (30) days thereafter. If, after such meeting the parties still disagree concerning the rate the Union may request a meeting between the Companies and the Union Engineers, who shall jointly study the job with a view to reaching agreement:

Any adjustments made to the rate as a result of these discussions will be made retroactive to the date of implementation.

10.12 The Companies will pay each employee who is required to supply his own tools a Tool Allowance of \$25.00 at the end of each contract year.

For employees in the Maintenance Department, who are required to supply a large number of tools, the Tool Allowance shall be \$60.00 per annum.

· ARTICLE 11 -WORK STANDARDS

11.01 It is recognized and agreed that it is the right of the Companies to set and institute changes in tasks, work assignments and/or incentive time standards, provided that when an incentive time standard has been established, such incentive time standard shall remain in effect unless there has subsequently been a change, such as a change in method, materials, specifications, machinery, equipment, lay-out, or because of a clerical error in the setting of the rate. It is further agreed that in the event of any such change, the entire job or any

- part thereof may be restudied at the request of either party and a new time standard set therefor.
- 11.02 It is agreed that when off-standard conditions occur, routine adjustments in standard incentive rates may be instituted by the Industrial Engineering Department on a day-to-day basis.
- 11.03 When work is performed by an employee for which no standard has been posted, payment will be made to the employee on the basis of his average hourly earnings.
- 11.04 It is agreed that notice of minor changes in standard incentive rates shall be posted by the Companies in advance. A copy of such notice shall be supplied to the Union.
- 11.05 It is agreed that for major changes in standard incentive rates, discussion will be held between the proper representatives of the Union and the Companies before major changes are made as outlined in 11.01 above.
- 11.06 In discussing proposed major changes in standard incentive rates, all necessary information required to understand the change will be made available to the Union to the effective date of the change.
- 11.07 The Union shall have the right to bring in its own experts at such discussions. Such persons shall have the privilege of studying the actual operation in the plant.
- 11.08 If the matter is in dispute, the Companies, if they deem it necessary, may institute a break-in period. The break-in period shall not exceed thirty (30) working days during which time employees will be paid at their average hourly earnings or actual incentive earnings on the new time standard rate whichever is the higher. At the conclusion of the break-in period, the incentive rate will be established and become effective, and employees shall participate in the wage incentive system.
- 11.09 The Companies and the Union agree to co-operate to ensure a fair trial following the date the incentive rate becomes effective. If investigation, break-in period, etc., do not result in a satisfactory settlement, either party may invoke the grievance and arbitration procedures commencing at Step No. 2 of the grievance procedure by giving written notice to the other party not less than five (5) working days or more than twenty-five (25) working days from the date that the incentive rate was made effective. If neither party gives notice during this period, the incentive rates shall be deemed to be established and satisfactory to the Companies, the Union, and the employees concerned.

ARTICLE 12 -HOURS OF WORK AND OVERTIME

12.01 Schedule "B", as posted and forming part of this Agreement, is the schedule of the hours of work.

12.02 Overtime Rates

All authorized work performed by an employee in excess of the standard daily or weekly hours as detailed in Schedule "B" shall be considered overtime and shall be paid for at the applicable rate specified in clause 12.03 below. Overtime will be distributed on an equal basis where practical.

The Companies agree to post a list on the plant bulletin boards of all the overtime hours worked by each employee.

12.03 Weekend Overtime

All authorized work performed by an employee between midnight, Friday and Midnight, Saturday, shall be paid at the rate of time and one-half the employee's average hourly earnings. All authorized work performed by an employee between Midnight, Saturday and Midnight, Sunday, shall be paid at the rate of two times the employee's average hourly earnings. The provisions of this paragraph do not apply if work performed by an employee during this period forms part of his regular work week.

An employee required to work continuously for more than twelve (12) hours will be paid at the rate of two (2) times his regular rate, two (2) times his average hourly earnings if a piecework-rated employee, for all hours over twelve (2).

12.04 Plant Holiday Overtime

Overtime premium shall be paid for authorized work performed by employees on the plant holidays mentioned in paragraph 13.01 or days observed therefor. This is in addition to any plant holiday pay the employee maybe entitled to under the provisions of this Agreement.

12.05 Overtime Pay Limitation

When computing overtime pay, in no case shall an employee be paid overtime on a daily, weekly and plant holiday basis for the same overtime hours.

12.06 Shift Premium

In addition to the rates of pay listed in Schedule "A", the Companies will pay an off-shift premium for all hours worked at regular rates of pay on the following basis effective October 31, 1988:

- (a) for regular shifts commencing on or after 1 p.m., the bulk of whose hours fall before midnight, a premium of twenty-five cents (25) per hour.
- (b) for regular shifts ending on or before 8 a.m., the bulk of whose hours fall after midnight, a premium of thirty cents (30) per hour.

In no case shall these premiums be considered as part of the employees' basic rates of pay.

- (c) any employee who, at the date of signing this Agreement, is enjoying a premium structure more liberal than that defined above, shall continue to receive such premium, but it shall apply only to that employee, and shall become null and void when such employee ceases to be employed on his present shift basis.
- (d) none of the provisions above shall apply to watchmen or supplementary workers.

12.07 The shift differentials referred to in paragraph 12.06 above shall not be subject to overtime or other premiums.

12.08 Protection regular hours

Employees will not be required to lay off during regular hours solely to offset overtime hours worked in the same pay period.

12.09 Overtime voluntary

All employees are expected to co-operate and perform overtime work when requested to do so by the Companies. However, it is understood that work is performed on a strictly voluntary basis, and an employee will not be penalized only because of his failure to perform the overtime work requested.

12.10 On any day when an employee is asked by the Companies to work overtime following the conclusion of his/her regular shift and agrees to do so, and has not been so notified prior to the commencement of his/her shift, the employee shall be given a \$3.00 meal allowance in cash, provided the overtime is for 2 hours or more.

12.11 First Aid Attendant.

Designated first aid attendants, of which there shall be one (1) on each of the three shifts, shall be paid fifteen cents (15) per hour in addition to their regular rate.

ARTICLE 13 - PLANT HOLIDAYS,

13.01 The following ten (10) plant holidays will be observed by the Companies regardless of the days on which they fall. In the event a holiday should fall on a Saturday or Sunday, an alternate day off will be granted instead:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Floater Holiday

The floater will be scheduled in or around the Christmas/New Year holiday period. The selection of the date shall be made by mutual agreement of the parties each year.

13.02 Pay rates

An employee will be paid for the number of hours which constitute his normal work day as defined in Schedule "B". An hourly-rated employee will be paid at his regular hourly rate and an incentive worker will be paid at his average hourly earnings.

13.03 Probationary employees

Employees must have completed sixty days of work for the Companies before they are eligible for plant holiday pay. Where an employee completed ninety days of work he shall be eligible to receive retroactively payment for a plant holiday for which he otherwise would have been eligible during the sixty (60) days mentioned herein.

13.04 Eligibility

To be eligible for plant holiday pay, it is understood that the employee must work his full regular shift on the declared work day immediately preceding, and his full regular shift on the declared work day immediately following the plant holiday concerned. The "declared work day", as used herein shall mean the work day so declared by the Companies.

13.05 Special circumstances

Notwithstanding the provisions of paragraph 13.04 above, but subject to the other provisions of this Agreement, the Companies agree:

- (a) to pay an employee who is absent from work while receiving sick benefits under the group insurance, or benefits under the Workers' Compensation Act at a time a plant holiday occurs, the plant holiday pay to which he would otherwise be entitled under the provisions of this Agreement;
- (b) to pay plant holiday pay to an employee who is absent due to death in his immediate family, as specified in paragraph 9.22. In no case, however, will an employee be paid for the same day under the provisions of this paragraph, and of paragraph 9.22;

- (c) to pay an employee who is absent from work because of personal sickness verified by a certificate signed by a licensed medical practitioner of good standing, provided that the provisions of this paragraph will cease to apply to any employee when he has been paid for four (4) plant holidays during anyone's (1) continuous absence because of such illness;
 - (d) to pay plant holiday pay to an employee who has not worked his full regular shift in accordance with the provisions of paragraph 13.04 above, because of circumstances deemed to be extenuating. In reaching such a decision, the Companies will consult with the Union, and each case will be considered on its merits;
 - (e) to pay plant holiday pay to an employee who has been granted permission to be absent all or part of his regular shift immediately before, or his regular shift immediately after a plant holiday.
- 13.06 The provisions of this article shall not apply to employees on layoff unless the employees were laid off because of lack of work during the five (5) work days immediately preceding the plant holiday concerned and were not recalled to work prior to that holiday.
- 13.07 The provisions of this article shall not apply to employees on leave of absence. However, an employee will receive plant holiday pay provided such leave of absence is for a period of two (2) weeks or less and the employee is otherwise qualified.
- 13.08 In no circumstances will an employee receive plant holiday pay for more than four (4) of the plant holidays mentioned above during any continued absence regardless of the reason for such absence.
- 13.09 In cases where a Statutory Holiday occurs during a scheduled vacation period, the employee shall be paid for the Statutory Holiday and that particular day shall not be considered part of the employee's vacation. In those cases where the one day vacation is still due to the employee, that day shall be scheduled at another time by mutual agreement between the employee and the Companies, in which case the Companies will withhold vacation pay for that day until it is taken. The purpose of this clause is to clarify that in such cases the employee shall not automatically have the additional vacation day carry forward to the first working day of the following week, as this has been disruptive to production and has adversely affected the possibility of scheduling other employee's vacations who may prefer that particular week.

ARTICLE 14 – VACATIONS

- 14.01 Employees in the employ of the Companies as of the last day of the last full pay period in the month of June shall be entitled to vacation, with vacation pay to be computed as provided in paragraph 14.02, as follows:
- (a) Employees with less than six (6) years' service with the Companies — two (2) weeks' vacation.
 - (b) Employees with six (6) years' service or over, but less than fourteen (14) years—three (3) weeks' vacation.
 - (c) Employees with fourteen (14) years' service or over, but less than twenty-five (25) years — four (4) weeks' vacation.
 - (d) Employees with twenty-five (25) years' service and over — five (5) weeks' vacation.

14.02 Computation,

The total amount of vacation pay due each employee shall be based on his length of continuous service with the Companies, and shall be computed in accordance with the "Computation of Vacation Pay" table set out below:

COMPUTATION OF VACATION PAY TABLE

Length of employee's continuous service with the Companies	Rate of Vacation Pay
Less than 4 years	4% of employee's total earnings during the 12 - month period ending with and including the last full pay period in the month of May.
4 years or over, but less than 6 years	5% "
6 years or over, but less than 14 years	6% "
14 years or over, but less than 20 years	8% "
20 years or over, but less than 25 years	10% "
25 years or ova	12% "

"Total earnings" as listed above in this clause shall include the previous year's vacation pay.

- 14.03 Notwithstanding the other provisions of this article, an employee whose employment with the Companies is terminated on any day prior to the last day of the twelve (12) month period ending with the last day of the last full pay period in the month of May, shall receive vacation pay for the portion of the said twelve (12) month period he worked for the Companies, as follows:
An employee whose employment with the Companies is terminated for any reason shall receive the amount of vacation pay to which he is entitled under the schedule set out in the "Computation of Vacation Pay" table in paragraph 14.02 above for work performed during that portion of the said twelve (12) month period he worked for the Companies, and such payment shall be made in cash.
- 14.04 When an employee loses seven (7) continuous working days or more of employment while receiving benefits from the Workers' Compensation Board, or sick benefits, or who is on maternity leave, he/she shall be credited with the number of hours so lost as if they had been hours actually worked by the employee, up to a maximum total accumulation of twenty-six (26) weeks for the purpose of computing vacation pay. If the employee's absence is the result of one (1) accident or illness, the aforementioned twenty-six (26) week maximum will apply during that absence.
- 14.05 The Companies shall close the plant for vacation purposes for two (2) weeks immediately preceding the Civic Holiday and may close the plant for an additional consecutive week. However, the Companies shall inform the Union of its desire to change the dates and then after discussion shall notify the employees of any changes by notice on the notice boards prior to March 31 of the current year.
- 14.06 An employee, who is required to remain on duty during plant shut-down or other vacation period, shall, if entitled to vacation, take such vacation as he is entitled to at a time mutually satisfactory to such employee and the Companies; an employee who is entitled to more than two (2) weeks' vacation, subject to the provisions of clause 14.01 hereof, shall take his third, fourth or fifth week at a time mutually satisfactory to such employee and the Companies.
- 14.07 Unless special permission is otherwise given by the Companies, a vacation week is to commence on Sunday and end on the following Saturday.

- 14.08 All vacations earned and computed as of the last pay period in May must be taken and completed on or before May 31st of the following year. All employees must take the vacation to which they are entitled. Vacation will be paid for as taken, and vacation pay will be given out on the Wednesday of the week preceding the week(s) the employee is about to take. Vacations of less than one (1) week will be paid for when one (1) week's vacation has been accumulated, as referred to in paragraph 14.06 above.
- 14.09 The number of years of continuous service used in reckoning the rate of pay to which an employee is entitled shall be computed as of the 30th of June.
- 14.10 Long Service Vacation Bonus
Employees in the employ of the Companies as of the last day of the full pay period in the month of June will in addition to any entitlement provided for in subsection 14.02, receive a bonus in accordance with the following:
- (a) 5 years or more but less than 12 years service - \$50.
 - (b) 12 years or more service - \$100.

ARTICLE 15 – SAFETY AND HEALTH,

- 15.01 The Companies shall make reasonable provisions for the safety and health of their employees during working hours.
- 15.02 The Union agrees that it will co-operate in the enforcement of safety rules and regulations.
- 15.03 The Companies will make available to all full-time employees, while they are in the active employ of the Companies, Group Life, Sickness and Accident Extended Medical Coverage Insurance and Dental plans as follows:
- 1. Group Life Insurance Plan — \$5,000 for all bargaining unit employees.
 - 2. Extended Medical Coverage Insurance as provided for by the policy:
 - 100% of hospital charge for semi-private accommodation, no deductible.
 - 100% of charges for drugs, deductible \$10 single and \$20 family.
 - 100% of charges for all other covered expenses, with deductibles of \$10 single and \$20 family.
 - Vision Care: \$45 for frames plus 100% of lenses for all insured persons once every (2) years.
 - 3. Sickness and Accident Benefit — Provide weekly indemnity payments of 66 2/3% of earnings to a

maximum of the U.I.C. level with no "carve-out".

This plan shall be on a 1-1-4-26 basis.

4 Dental Plan

Dental Plan to provide the following features:

- (a) No deductible
- (b) Unlimited maximum for covered expenses
- (c) 80% co-insurance
- (d) 1991 ODA fee schedule

Dental Plan to be effective December 1, 1992.

5 Retirement Benefits

It is understood and agreed that the Companies' policy is to require employees to retire during the year in which an employee reached his/her sixty-fifth birthday.

- (a) An employee who retires at age sixty-five pursuant to the Companies' policy will be entitled to the following benefits, provided he/she has completed five years' service with the Companies immediately prior to the date of retirement:

- (i) A retirement allowance in the amount of \$1,000.00.

- (ii) A paid up life insurance policy in the amount of \$1,000.00.

- (b) An employee who retires at age sixty-five pursuant to the Companies' policy will be entitled to the following benefits, provided he/she has completed fifteen years of service:

- (i) A retirement allowance in the amount of \$1,500.00.

- (ii) A paid up life insurance policy in the amount of \$1,000.00.

If, because of ill health, an employee is forced to retire before he/she reaches age sixty-five, the employee will receive, upon retirement, a \$1,000.00 paid up life insurance policy, provided the employee has been in the Companies' employ for fifteen years or more immediately prior to the date of retirement.

This Article shall apply to any employee who retired at age sixty-five subsequent to November 1, 1990.

- 15.04 The Companies agree to pay 75% of the cost of the following:

Group Life Insurance

Extended Medical Coverage

Sickness and Accident Insurance

The Companies agree to pay 50% of the cost of the

Dental Plan.

The Companies agree to maintain these percentage payments during the life of this agreement.

- 15.05 Employee on a leave of absence for a period greater than three (3) weeks shall pre-pay the full premiums if they desire premium coverage to continue during the aforesaid leave for Extended Medical Coverage Insurance. Employees on pregnancy leave shall pre-pay their required premium portion if they desire premium coverage to continue during such leave.
- 15.06 The Companies will pay 60% of the cost, up to a maximum of \$75.00, of one (1) pair of safety footwear per contract year to any employee required by the Companies to wear such safety footwear.
- 15.07 In the event the Province of Ontario should decide to abandon the current payment system for hospital insurance the Employer Health Tax (E.H.T.),- and to revert to the same, or a Similar payment structure as that previously in effect under the Ontario Hospital Insurance Plan (OHIP) the Companies agree that they will contribute seventy-five per cent (75%) of the premium cost of that insurance plan on behalf of all full-time employees while they are in the active employ of the Companies.

ARTICLE 16 -BULLETIN BOARDS

- 16.01 The Companies agree to extend to the Union the privilege of using bulletin boards to be located in the Mill in locations designated by the Companies. The Union agrees not to use the boards for propaganda purposes.
- 16.02 The Union agrees that no pamphlets or other publications will be distributed on the premises of the Companies without the Companies' approval.

ARTICLE 17 ~ UNION SECURITY

- 17.01 The Companies agree that all present employees and all new employees, after completion of their first full two months of employment, shall be obligated, as a condition of employment, to sign an authorization card authorizing the Companies to deduct from the third pay due each employee in every month the Union dues payable and, in addition, to deduct a fee in an amount equal to one (1) month's Union dues from new employees upon completion of probationary period, and to remit same by the last day of the month in which the deduction was made, by cheque payable to the Amalgamated Clothing and Textile Workers Union.

- 17.02 Once an employee has authorized the Companies to deduct Union dues, such employee shall not be entitled to cancel the authorization so given while this Agreement is in effect.
- 17.03 At the time of making each remittance hereunder to the Union, the Companies will submit a list of the names of all employees from whose pay such deduction has been made for the current month, and at the same time will also submit the following information to the Union: a list of the people from whom no deduction was made for the current month, and the reasons therefor - e.g.
LE = Left Companies' employment
LO = Laid off
IF = Initiation fee
LA = Leave of absence
SICK = Away sick, and no wages payable
WC = On Compensation from the Workers' Compensation Board
PR = Promoted out of the Bargaining Unit
- 17.04 The Companies will include on each employee's T-4 form the amount of Union dues (excluding initiation fees) paid by him/her during the tax year in question.
- 17.05 The Companies agree to contribute monthly to the Union's Education Fund an amount equal to 0.25% of the monthly bargaining unit payroll. The amount shall be calculated each month based on the previous month's payroll and shall be forwarded, together with the monthly Union dues, to the Union by cheque made payable to the A.C.T.W.U. Education Fund.

ARTICLE 18 – CORRESPONDENCE



- 18.01 Except as otherwise provided, any notice which either party desires to give to the other shall be given by registered mail, as follows:

To the Companies: The Cambridge Towel Corp.,
Elco Kitchen Products Limited,
Fashion Screen Print Ltd.,
450 Dobbie Drive,
Cambridge, Ontario.
N1R 5X9

To the Union: Amalgamated Clothing and
Textile Workers Union,
AFL-CIO-CLC,
15 Gervais Drive, Suite 700,
Don Mills, Ontario.
N3C 1Y8

cc Recording Secretary,
Local 1441,
A.C.T.W.U.,
Cambridge, Ontario.

ARTICLE 19 – MODIFICATION, RENEWAL AND TERMINATION

- 19.01 This Agreement shall continue in effect from November 1, 1992 until the 31st day of October, 1994 and shall ~~continue~~ automatically thereafter during annual periods of one year each unless either party notifies the other in writing within one hundred and twenty (120) days prior to the expiry date that a revision or discontinuance is desired.
- 19.02 In the event of such notification being given as to revision of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification unless extended by mutual agreement of the parties.
- 19.03 If the parties enter into negotiations for the purpose of amending this Agreement, and agreement on the renewal or amendment of this Agreement is not reached prior to the normal termination date hereof, the termination of this Agreement shall be automatically extended until consummation of a new Agreement or completion of the conciliation proceedings prescribed under the Labour Relations Act of the Province of Ontario.
- 19.04 The Companies agree to make available a copy of the Collective Agreement printed in booklet form for all employees at no cost to the Union.

IN WITNESS WHEREOF the Company and the Union have caused these presents to be executed by their duly authorized representatives on the 17th day of February, 1993 in Cambridge, Ontario.

THE CAMBRIDGE TOWEL CORPORATION
ELCO KITCHEN PRODUCTS LIMITED
FASHION SCREEN PRINT LTD.

"M. Rosen"

"William Spencer"

AMALGAMATED CLOTHING AND TEXTILE
WORKERS UNION, AFL-CIO-CLC, LOCAL 1441

"M. Gauvreau"

"Jane Mortimer"

"Edna Thrasher"

ONTARIO COUNCIL

"N. Younger"

WAGES

Wage Rates - See Schedule "A".

New employees shall be paid a starting hourly rate set by the Companies, which will allow the employee to reach the full rate for the classification in question after a reasonable apprenticeship period. The normal apprenticeship period of each classification appears on Schedule "C". New employees will be increased five cents per hour at the completion of their first sixty (60) working days and five cents per hour per month thereafter until they reach the maximum rate of the classification of the job being performed.

S C H E D U J O B C L A S S I F I C A T I O N

Dept./ Job Classification
Class #

43 PREPARATION

401 YARN HANDLER
402 WARP OPERATOR
403 WARP CREELER
404 SLASHER OPERATOR
405 SLASHER HELPER
406 FIXER PREPARATION
407 GENERAL HELP

53 WEAVING

501 WEAVER
502 WARP HAND
503 WARP TYER
504 WARP TYER/FIXER
505 SMASH HAND
506 HEAD FIXER
507 SET FIXER
508 JACQUARD FIXER
509 ROLL & FILL CARRIER
510 OILER
511 DRAW-IN
512 PATTERN MAKER
513 STOREKEEPER
514 GENERAL HELP
515 SIDE HEMMER
516 ASSISTANT FIXER
517 OILER/TECHNICIAN

63 DYEHOUSE

601 LEAD HAND
602 MACHINE OPERATOR
603 GENERAL HELP

73 FINISHING

701 LOT INSPECTOR
702 SLITTER OPERATOR
703 SIDE HEMMER
704 AUTO CUTTER OPER.
705 AUTO-SEWING M/C OPERATOR
706 SEWER
707 WHIPPER
708 EMBROIDERY M/C OPERATOR
709 INSPECTOR/FOLDER
710 REPAIRS
711 SECONDS INSPECTOR
712 POLYBAG/POLYWRAP OPERATOR
713 LEAD HAND
714 FIXER
715 PACK & RECORD
716 MATERIALHANDLER
717 GENERAL HELP

D E " A " & W A G E R A T E S

As of November 1, 1992				As of November 1, 1993				
Day	Rate	Incentive Base Rate	Rate Target %	Day	Rate	Incentive Base Rate	Rate Target %	
			\$				\$	
	8.78				8.95			
		6.35+B	130	8.26		6.48+B	130	8.43
	8.08				8.25			
	9.78				9.95			
	8.23				8.40			
	9.28				9.45			
	7.38				7.55			
		8.47+B	120	10.17		8.61+B	120	10.34
	9.28				9.45			
	9.28				9.45			
	10.28				10.45			
	9.08				9.25			
	12.57				12.74			
	12.03	10.39+B	116	12.05		10.53+B	116	12.22
	11.74				11.91			
	8.29				8.46			
	8.29				8.46			
	8.48				8.65			
	9.28				9.45			
	9.37				9.54			
	7.38				7.55			
	8.08				8.25			
	9.53				9.70			
	8.79				8.96			
	8.88				9.05			
	8.63				8.80			
	7.38				7.55			
	7.68				7.85			
	7.28				7.45			
	8.08				8.25			
	8.28				8.45			
	8.28				8.45			
		6.35+B	130	8.26		6.48+B	130	8.43
		6.35+B	130	8.26		6.48+B	130	8.43
	8.28				8.45			
	7.68				7.85			
	8.08				8.25			
	8.08				8.25			
	7.38				7.55			
	8.68				8.85			
	10.78				10.95			
	8.08				8.25			
	8.08				8.25			
	7.38				7.55			

Dept./ Job Classification
Class #

83 SHIPPING

801 LEADHAND
802 SHIPPER
803 TRUCK DRIVER
804 GENERAL HELP

93 MAINTENANCE

901 LEAD HAND
902 MECHANIC CL. I
903 MECHANIC CL. II
904 MECHANIC CL. III
905 ELECTRICIAN CL. I
906 ELECTRICIAN CL. II
907 CARPENTER
908 JANITOR
909 GENERAL MAINTENANCE
910 GENERAL HELP

ELCO

201 ASSISTANT CUTTER
202 DIE CUTTING M/C OPERATOR
203 SLITTER/ROLLER OPERATOR
204 GENERAL HELP

FASHION

301 PRINTING M/C. OPER. A
302 PRINTING M/C. OPER. M
303 PRINTING M/C/ OPER. B
304 SCREEN PREPARER
305 COLOUR TECHNICIAN
306 PHOTO SCREEN MAKER
307 MACHINE LOADER
308 GENERAL HELP

As of November 1, 1992				As of November 1, 1993			
Day	Rate	Incentive Base Rate	Rate Target % \$	Day	Rate	Incentive Base Rate	Rate Target % \$
	8.63				8.80		
	8.48				8.65		
	9.28				9.45		
	7.38				7.55		
	11.48				11.65		
	11.03				11.20		
	10.03				10.20		
	9.53				9.70		
	11.28				11.45		
	10.28				10.45		
	8.87				9.04		
	8.38				8.55		
	8.43				8.60		
	7.38				7.55		
	8.48				8.65		
	7.68				7.85		
	8.08				8.25		
	7.38				7.55		
	12.15				12.32		
	9.40				9.57		
	8.90				9.07		
	8.71				8.88		
	10.83				11.00		
	11.01				11.18		
	7.38				7.55		
	7.38				7.55		

SCHEDULE "B"

Regular shift hours shall be as follows:

Finishing Department	Mon. - Fri.	8 hrs. per shift
Stockroom -Shipping	Mon. - Fri.	8 hrs. per shift
Maintenance	Mon. - Fri.	8 hrs. per shift
Supplementary shifts -	5 evenings	5 hrs. per shift
Dyehous	Mon. - Fri.	8 hrs. per shift
Warping	Mon. - Fri.	8 hrs. per shift
Weaving	Mon. - Fri.	8 hrs. per shift
Winding	Mon. - Fri.	8 hrs. per shift
Slashing	Mon. - Fri.	8 hrs. per shift

While this schedule defines the normal hours of work, it shall not be construed or interpreted as a guarantee by the Companies of a specified number of hours of work per day or days of work per week.

REST PERIODS

On shifts with one hour unpaid lunch period, one 10 minute rest period will be observed in each half of the shift, at times specified by the Companies.

On straight 8-hour shifts, a total of 30 minutes paid lunch time will be allowed in periods mutually agreed and times as designated by the Companies.

Supplementary shift - one 10 minute rest period at a time specified by the Companies.

SCHEDULE "C"
APPRENTICESHIP PERIODS

Dept/ Class. No.	Job Classification	Months
43 PREPARATION		
401	Yarn Handler	*
402	Warper Operator	-
403	Warper Creeler	-
404	Slasher Operator	9
405	Slasher Helper	-
406	Fixer Preparation	24
407	General Help	
53 WEAVING		
501	Weaver	6
502	Warp Hand	
503	Warp Tyer	6
504	Warp Tyer/Fixer	24
505	Smash Hand	6
506	Head Fixer	N/A
507	Set Fixer	18
508	Jacquard Fixer	24
509	Roll & Fill Carrier	
510	Oiler	
511	Draw-In	9
512	Pattern Maker	9
513	Storekeeper	*
514	General Help	
515	Side hemmer	6
516	Assistant Fixer	12
517	Oiler/Technician	6
63 DYEHOUSE		
601	Lead Hand	N/A
602	Machine Operator	6
603	General Help	
73 FINISHING		
701	Lot Inspector	
702	Slitter Operator	-
703	Side Hemmer	6
704	Auto Cutter Operator	
705	Auto Sewing M/C. Operator	
706	Sewer	
707	Whipper	
708	Embroidery M/C Operator	
709	Inspector/Folder	
710	Repairs	

Dept/ Class. No.	Job Classification	Months
73 FINISHING (con't)		
711	Seconds Inspector	
712	Polybag/Polywrap Operator	
713	Lead Hand	N/A
714	Fixer	12
715	Pack & Record	6
716	Material Handler	
717	General Help	
83 SHIPPING		
801	Lead Hand	N/A
802	Shipper	6
803	TruckDriver	*
804	General Help	
93 MAINTENANCE		
901	Lead Hand	N/A
902	Mechanic Cl. 1	12
903	Mechanic Cl. 11	9
904	Mechanic Cl. 111	6
905	Electrician Cl. 1	9
906	Electrician Cl. 11	6
907	Carpenter	6
908	Janitor	6
909	General Maintenance	
910	General Help	
ELCO		
201	Assistant Cutter	
202	Die Cutting M/C Operator	
203	Slitter/Roller Operator	6
204	General Help	
FASHION		
301	Printing M/C. Operator A	24
302	Printing M/C. Operator M	
303	Printing M/C. Operator B	6
304	ScreenPreparer	6
305	Colour Technician	18
306	Photo Screen Maker	18
307	Machine Loader	
308	General Help	

LETTERS OF INTENT - 1.

During recent collective bargaining negotiations, the following matters were agreed upon:

1. Where a full day's work or more is available during the regular work week in a department in which an employee is laid off, the Company will offer the work to the laid off employee provided he is willing and qualified to perform the work without further training, before assigning a temporary employee to perform the work.
2. It is acknowledged by both parties that Cambridge Towel, Elco, and Fashion Screen Print are separate companies with separate seniority lists. However, it is agreed that,
 - (a) Where an employee in one Company requests a transfer to one of the other Companies, and if there is a vacancy which no employee of either of the Companies wishes to fill, the employee requesting the transfer will be given preference in filling the vacancy before a new employee is hired from outside, subject to the approval of the Plant Manager, which shall not be unreasonably withheld, and unless the qualifications of an outside candidate are superior to those of the employee requesting the transfer;
 - (b) Where the employee in one Company is laid off, he shall be given preference in filling any vacancies which may exist in one of the other Companies before a new employee is hired from outside, subject to the approval of the Plant Manager, which shall not be unreasonably withheld and unless the qualifications of an outside candidate are superior to those of the laid off employee;
 - (c) In either case described above, the employee will retain his accumulated seniority with the Companies;
 - (d) For the purpose of this letter, a job filled by a probationary employee shall be considered a vacancy.
3. It is acknowledged that certain non-bargaining unit personnel are presently performing some bargaining unit work. The Companies agree that if in the future it considers it necessary to assign additional bargaining unit work to non bargaining unit personnel, the Companies shall discuss the matter with the Union and the parties shall jointly determine the extent of the

bargaining unit work to be done by such person. It is further agreed that present salaried personnel will not replace any additional bargaining unit employees. The companies shall prepare a list of all non-bargaining unit employees presently performing a significant amount of bargaining unit functions. Any additions to this list must be mutually agreed upon between the parties.

4. Notwithstanding the revised rates negotiated for the Finishing Department and Elco, an employee who has completed the probationary period as of the date of ratification of this Agreement will continue to receive his/her existing rate plus any negotiated increases unless the employee, subsequent to the date of ratification, voluntarily transfers into the Finishing Department or Elco, or unless the employee is demoted or transferred in accordance with Article 10.10 (b)(c).

LETTER OF INTENT - 2.

In interpreting and applying article 9.17(a) it is understood that "voluntarily quits" refers to an employee who voluntarily quits and who does not reverse his or her decision at least two (2) hours prior to the start of his or her next scheduled shift and does not report for that shift. However, if coverage has been re-arranged for by the Companies, the employee will be notified to report for a following shift, provided that in no event shall this following shift be more than three (3) working days following the employee's first action. It is understood that the Companies retain the right to discipline the employee(s) involved, subject to the employee's right to grieve.

LETTER OF INTENT - 3.

The Companies and the Union agree to develop and implement, through the I.A.S. program, an ongoing system of selection and training for employees to provide opportunities for promotion and/or advancement. Both the Companies and the Union consider the development of such a program to be of paramount importance.

LETTER OF INTENT - 4.

The Company and the Union agree in principle that the number of classifications should be reduced. During the term of the current collective agreement, and as quickly as possible after ratification, there shall be established a joint committee comprised of an equal number of Company and Union representatives to study and resolve this issue. Any upward

wage adjustments shall be made immediately upon agreement to reclassify a particular job. No employee shall have his or her actual rate reduced by reclassification. Any employee whose rate would be otherwise reduced shall be red circled at his or her current rate prior to classification.

LETTER OF INTENT - 5.

If the Companies reinstate the incentive program in the weaveroom, which was recently suspended on a *trial* basis, the Union's Industrial Engineer will be invited to meet with the Company's Industrial Engineer for the purpose of reviewing the original incentive system for weaving.

LETTER OF INTENT - 6.

The Company agrees to continue the current Gain Sharing Program for the term of this Agreement, and develop and implement proper standards as **soon** as it can.

The Company agrees that it will continue to work with the Union to develop a formal Gain Sharing Program.

LETTER OF INTENT - 7.

The Companies agree that in regard to the floater holiday that the Companies will consult with the Union Committee before deciding on the date to be observed.

In cases where the Companies would wish to observe a Plant Holiday **on** a date, other than the day on which it falls, the Company will consult with the Union Committee before deciding on such date.

The Companies will post the final dates of such holidays at least two (2) months before the scheduled holiday.