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EFF.	96	11	01
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No. OF EMPLOYEES	190		
NOMBRE D'EMPLOYÉS	190		

COLLECTIVE AGREEMENT

BY AND BETWEEN:

THE CAMBRIDGE TOWEL CORPORATION
(hereinafter designated as the "Company")

- and -

UNION OF NEEDLETRADES, INDUSTRIAL
AND TEXTILE EMPLOYEES
AFL-CIO.CLC
(hereinafter designated as the "Union")

Expiry Date: October 31, 1999

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THIS AGREEMENT entered into at Cambridge, Ontario as of the 1st day of November, 1996.

BY AND BETWEEN:

THE CAMBRIDGE TOWEL CORPORATION
(hereinafter designated as the "Company")

— and —

UNION OF NEEDLETRADES, INDUSTRIAL
AND TEXTILE EMPLOYEES
AFL-CIO.CLC
(hereinafter designated as the "Union")

WITNESSETH:

ARTICLE 1
GENERAL PURPOSE

- 1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Company and their employees. It is the desire of all these parties to co-operate in maintaining an harmonious relationship between the Company 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 Company recognizes 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 Supervisor, assistant foreladies, persons above the rank of assistant Supervisor and assistant forelady, laboratory personnel, designing and office staff, 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 Company 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 Company are engaged, including all matters concerning the operation of the Company’s 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 Company agrees 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 Company, 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 Company' premises except as permitted by this Agreement, or with prior approval of the Company.

ARTICLE 5 STEWARDS

- 5.01 The Company acknowledges 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 Company with a list of stewards showing the zone for which each is

responsible. The Company 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 Company. The above time limit may be extended by mutual agreement.

5.02 CHIEF STEWARDS

In addition to the above stewards, the Company 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 Company 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 Company 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 Company. 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 Company 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 regional representatives 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 Company agrees 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 Company and the Union for purposes other than for the renewal of the collective agreement, grievance meetings, **and** arbitration hearings, the Company reserves 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.

- 5.07 Leave of Absence will be granted to delegated members to attend Union conventions, conferences and schools. 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 requested duration thereof. Leave of Absence may be granted to delegated members to attend Union activities, as stated above, when the written request is submitted with less than three (3) months' notice to the Company. Such Leave shall not be unreasonably withheld.

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 Supervisor 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 Supervisor within ten (10) working days of the date whereon the employee received the Supervisor'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 Department Manager involved. The Department Manager 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 Plant Manager. 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 Management Committee. 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 Company's 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 Company 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 Company and the Union.

6.07 DECISIONS BINDING

All decisions arrived at between the Company and the representatives of the Union shall be final and binding upon the Company, the Union, and the employee or employees concerned.

6.08 PROBATIONARY RELEASE

A new employee will be considered as a probationary employee until he has actually completed sixty (60) days of work for the Company 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 Company will have a Union Committee member present at the discharge meeting, to enable such employee 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.II Such discharge grievances may be settled under the grievance and arbitration procedures by:
- (a) confirming the Company's 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 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 Nothing in this Article shall preclude either party from applying for arbitration under the expedited section of the Ontario Labour Relations Act (presently Section 49).

ARTICLE 8

STRIKES AND LOCKOUTS

- 8.01 In view of the orderly procedure for settling grievances, the Company 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 Company.

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 Company 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 Company as a bargaining unit employee.

The provisions of this sub-section 9.02 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 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. Fashion |
| 4. Shipping | 8. Bath Boutique |

Seniority lists will be provided on demand.

9.05 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.

9.06 TEMPORARY TRANSFERS

In cases of temporary transfers for less than ninety (90) days, or any longer period by mutual agreement between the Company 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.

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

9.08 NOTICE OF LAYOFF

Except in cases of emergency, the Company will give twenty-four (24) hours notice, to all affected employees where a temporary layoff is likely to exceed five (5) working days. In the case of permanent layoffs, the Company will give notice in accordance with the Employment Standards Act.

9.09 LAYOFF AND RECALL

- (a) In the event of a layoff, the most junior employee(s) in the classification and shift affected will use their seniority to exercise their bumping rights as follows:

OPTION A

By seniority, the laid off employee may displace a junior employee in the specified group of classifications, where applicable, or;

OPTION B

By seniority, the laid off employee may retain the classification and displace a junior employee on another shift, or;

OPTION C

By seniority, the laid off employee may choose to retain a position on their current shift and displace the most junior employee in the department, provided they have the skills and qualifications to perform the required work. If they are not qualified to perform this job, they may displace the most junior employee in the plant. If they fail to qualify for this job, they will be laid off.

- (b) **RECALL**

When the Company decides to increase the work force in the plant, the laid-off employees will be recalled in order of seniority, provided that the employee is capable of performing the required work.

9. IO JOB POSTING

- (a) All vacancies except temporary vacancies will be posted on the bulletin boards for three (3) full working days. Only the initial vacancy and not subsequent vacancies are required to be posted. Such postings shall include the job, rate of pay,

the shift and any other pertinent information. Employees may apply by signing their names to the posting in the space provided.

- (b) The Company shall select the applicant who possesses the required qualifications, skills and abilities to perform the job, and is the most senior of all qualified applicants. The Company shall post the name of the successful applicant and place them in their position as soon as practical. If no qualified applications for a posting are received, the Company may fill the vacancy by hiring from outside the Bargaining Unit.
- (c) When new machinery displaces any employee from an existing classification, the Company and the Union may give them preference in filling the job created by such new machinery. The Company agrees to post notice of any remaining vacancy, which shall be filled subject to the provisions of this clause.
- (d) Successful applicants to a posting may not apply for further postings for a period of six (6) months from the date of last posting.
- (e) If a successful applicant later proves unable to perform the job successfully at any time within the first sixty (60) calendar days or if during the first fifteen (15) calendar days, he requests to be returned to his former job, he shall be returned to his former job and shift as soon as reasonably possible. Notwithstanding the above, an employee who has successfully posted to a lower paying job classification, shall not have the right to return to his previous job under any circumstances without the approval of management.
- (f) While the Company is in the process of filling a

vacancy or new job on a permanent basis. The experience which such employee gains while performing in such temporary capacity, however, shall not be taken into account by the Company when selecting the most qualified applicant for this vacancy.

9.11 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.

9.12 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.

9.13 SUPERVISORY PROMOTIONS

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

9.14 An employee who is transferred to a position which is not in the bargaining unit shall retain his seniority rights for six (6) months and their job rights for a period of sixty (60) calendar days.

It is understood and agreed that Company service will accumulate but that seniority shall not accumulate during this absence from the Bargaining Unit. Seniority dates shall be adjusted upon re-entry into the Bargaining Unit.

9.15 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 Company (see Letter of Intent);
- (b) is justifiably discharged;
- (c) following a lay-off and on being notified to return, fails to advise the Company 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 Company for more than one (1) working day. An employee having been absent without proper notification to the Company for more than one (1) working day may be considered to have severed his employment with the Company 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 Company;
- (e) has been laid off in excess of the allowable periods below:
 - 1. Employees with three to twelve months seniority; allowable break equivalent to seniority.
 - 2. Employees with twelve months seniority or more; shall retain recall rights for a maximum of one year from the date of lay-off.

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. 16 ADDRESS CHANGES

It shall be the duty of employees to notify the Company promptly of any change of address or telephone number. If an employee should fail to do this, the

Company will not be responsible for failure of a notice to reach him.

- 9.17 An employee shall not lose any seniority because of absence due to sickness, accident or other unavoidable reasons, subject to the provisions of 9.15 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 Supervisor 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.

9.18 LEAVE OF ABSENCE

- (a) Leave of absence may be granted for legitimate reasons. 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 Company will reply to a written request for a leave of absence within one (1) week of the date of the said request, Where a leave of absence is denied the Company 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 Company 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 Company's employ. An exception to this provision may be made to an employee wishing to accept employment with the Union of Needletrades, Industrial and Textile Employees.

- (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.

9.19 PREGNANCY LEAVE

Pregnancy and Parental Leave shall be granted in accordance with the provisions of the Employment Standards Act for Ontario.

9.20 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 Company 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, spouse’s grandparent.

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 Company agrees 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. The Company shall advise the Union in writing prior to any employee’s rate being adjusted during the life 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 four (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 jury man or as a

subpoenaed witness, if such **amount** is less than he would have earned if he had otherwise been at work.

The Company 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 Company agrees to pay weekly wages on Thursday. The Company 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 Company's premises shall be paid for the balance of his shift at his average hourly earnings.

IO.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 Company further reserves 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.

10.1 1 NEW CLASSIFICATIONS

If the Company establishes 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 Company 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 Company 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 Company 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 One Hundred Dollars (\$100.00) per annum.

ARTICLE 11 WORK STANDARDS

- 11.01 It is recognized and agreed that it is the right of the Company 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, layout, 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 Company 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 Company 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 Company, 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 Company 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 Company, 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 Company agrees 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 (12).

12.04 PLANT HOLIDAY OVERTIME-EFFECTIVE
NOVEMBER 1, 1997

All authorized work performed by employees on Statutory Holidays shall be paid at double time. This is in addition to any plant holiday pay the employee may be 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 Company will pay an off-shift premium for all hours worked at regular rates of pay on the following basis:

- (a) for regular shifts commencing on or after 1 pm., 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.

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

(a) In order to maintain the operations of the business, a sixth work day may be required on an overtime basis. Each department will be notified by Thursday in each week where a Saturday shift is required.

These shifts will be limited to twelve (12) Saturdays per calendar year at the Company's discretion. The Company will not schedule Saturday shifts in consecutive weeks.

(b) All other overtime will be performed on a voluntary basis.

12.10 On any day when an employee is asked by the Company 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 \$7.00 meal allowance through payroll, 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 twenty-five cents (25) per hour in addition to their regular rate.

12.12 TRAINING

The Company agrees to pay a premium of thirty cents (\$.30) per hour to an employee who is designated by the Company as a trainer for each hour he/she is authorized to give training or job instruction to employee(s). Such premium of thirty cents (\$.30) per hour, however, will not form part of the employee's regular hourly wage rate in the computation of over-time, statutory holiday or any other form of premium or incentive payment or compensation.

ARTICLE 13 PLANT HOLIDAYS

13.01 The following ten (10) plant holidays will be observed by the Company 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	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	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 Company before they are eligible for plant holiday pay. Where an employee completed ninety days of work he shall be eligible to receive retroactive 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 Company.

13.05 SPECIAL CIRCUMSTANCES

Notwithstanding the provisions of paragraph 13.04 above, but subject to the other provisions of this Agreement, the Company agrees:

- (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 9.20. In no case, however, will an employee be paid for the same day under the provisions of this paragraph, and of paragraph 9.20;
- (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 any one (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 Company 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 Company, in which case the Company 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 Company 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 Company — 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 Company, 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 Company	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 over	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 Company 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 Company, as follows:

An employee whose employment with the Company 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 Company, 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 (a) The Company may schedule a vacation shutdown during the year and will announce the shutdown dates prior to March 31st in each year.
- (b) Employees who are entitled to vacation, which will not be utilized during a plant shutdown, shall schedule their vacation in accordance with seniority and the efficient operation of the business. The vacation schedules shall be posted prior to March 31st in each year.
- (c) When the selection lists are posted, no employee shall be required to change their vacation selections, except in the case of emergency or by mutual consent of the Employee and the Company.
- (d) Any vacation requests from employees not

scheduled by March 31st shall be treated on a “first-come, first-serve” basis, subject to availability of weeks.

- 14.06 Unless special permission is otherwise given by the Company, a vacation week is to commence on Sunday and end on the following Saturday.
- 14.07 Vacation pay will be computed as of May 31st of each year and will be directly deposited into the employee’s account, as vacations are taken.
- 14.08 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.
- 14.09 **LONG SERVICE VACATION BONUS**
Employees in the employ of the Company 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 Company 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 Company will make available to all full-time employees, while they are in the active employ of the Company, Group Life, A. D. & D., Sickness and

Accident Extended Medical Coverage Insurance and Dental plans as follows:

The specific application and administration of all benefits and all matters with respect to the Insurance program provided for herein shall be governed by the terms of **the** plan or policy with the applicable insurance carrier. Any dispute over payment of **benefits** under any such plan or policy shall be adjusted between the employee and the insurer concerned and not to be dealt with through grievance and arbitration process.

1. Group Life Insurance Plan -- Ten Thousand Dollars (\$10,000) for all bargaining unit employees.

A. **D. & D.** Insurance Plan — Ten Thousand Dollars (\$10,000) 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 prescription **drugs**, which are included in the Ontario Drug Benefit Formulary, deductible \$10 single and \$20 family.

Fertility drugs and treatment are not covered **by** this “Extended Medical Coverage Insurance”.

A percentage of charges for all other covered expenses, up to a stipulated maximum, with deductibles of \$10 single and \$20 family.

Vision Care: Benefits, as defined in the current booklet provided by the Insurance Company.

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) Effective March 1, 1997, the 1996 ODA fee schedule shall come into effect. Effective March 1, 1998, the 1997 ODA fee schedule shall apply. Effective March 1, 1999 the 1998 ODA fee schedule shall apply.
5. Retirement Benefits
It is understood and agreed that the Company’s 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 Company’s policy will be entitled to the following benefits, provided he/she has completed five years’ service with the Company 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 Company’s 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 Company's 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 Company agrees to pay 75% of the cost of the following:

Group Life Insurance
Extended Medical Coverage
Sickness and Accident Insurance

The Company agrees to pay 50% of the cost of the Dental Plan.

The Company agrees to maintain these percentage payments during the life of this agreement.

- 15.05 Employees 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 To *Become Effective November 1, 1997*, the Company will pay 100% of the cost, up to a maximum of Seventy-Five Dollars (\$75.00), of one (1) pair of safety footwear per contract year to any employee required by the Company 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 Company agrees 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 Company.

ARTICLE 16 BULLETIN BOARDS

- 16.01 The Company agrees to extend to the Union the privilege of using bulletin boards to be located in the Mill in locations designated by the Company. 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 Company without the Company's approval.

ARTICLE 17 UNION SECURITY

- 17.01 The Company agrees 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 Company 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 Union of Needletrades, Industrial and Textile Employees.

17.02 Once an employee has authorized the Company 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 Company 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 Company' 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 Company 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 Company 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 U.N.I.T.E. 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 Company:

The Cambridge Towel Corp.,
450 Dobbie Drive,
Cambridge, Ontario. N1R 5X9

To the Union:

Union of Needletrades, Industrial and Textile
Employees — AFL-CIO.CLC,
15 Gervais Drive. Suite 700,
Don Mills, Ontario. N3C 1Y8
cc — Recording Secretary,
Local 1441, U.N.I.T.E.
Cambridge, Ontario.

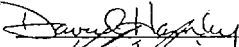
ARTICLE 19
MODIFICATION, RENEWAL
AND TERMINATION

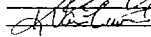
19.01 This Agreement shall continue in effect from November 1, 1996 until the 31st day of October, 1999 and shall continue automatically thereafter during annual periods of one year each unless either party notifies the other in writing within one hundred and twenty (120) days prior to the expiry date 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 Company 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 day of, 1997 in **Cambridge**, Ontario.

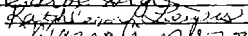
THE CAMBRIDGE TOWEL CORPORATION






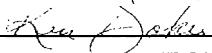
UNION OF NEEDLETRADES, INDUSTRIAL
AND TEXTILE EMPLOYEES
AFL-CIO, CLC, LOCAL 1441







ONTARIO JOINT COUNCIL



WAGES

Wage Rates — See Schedule “A”.

New employees shall be paid a starting hourly rate set by the Company, 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.

SCHEDULE "A"
JOB CLASSIFICATION & WAGE RATES

Dept./ Class	Job	As Of 11/01/96	As Of 11/01/97	As Of 11/01/98
No.	Classification	Day Rate	Day Rate	Day Rate
Preparation				
402	Warper Operator	9.17	9.47	9.82
403	Warper Creeler	8.99	9.29	9.64
404	Slasher Operator	10.69	10.99	11.34
405	Slasher Helper	9.14	9.44	9.79
Weaving				
501	Weaver	11.08	11.38	11.73
502	Warp Hand	10.19	10.49	10.84
503	Warp Tyer	10.19	10.49	10.84
504	Warp Tyer/Fixer	11.19	11.49	11.84
507	Fixer	12.94	13.24	13.59
509	Roll & Fill Carrier	9.20	9.50	9.85
511	Draw-In	9.39	9.69	10.04
514	General Help	8.29	8.59	8.94
517	Oiler/Technician	9.70	10.00	10.35
Dyehouse				
601	Lead Hand	10.86	11.16	11.51
602	Machine Operator	9.86	10.16	10.51
603	General Help	8.29	8.59	8.94
Finishing				
703	Slit/Side Hemmer Operator	8.99	9.29	9.64
705	Auto-Sew. M/C Operator	9.19	9.49	9.84
706	End Hemmer	9.17	9.47	9.82
707	Whipper	9.17	9.47	9.82
708	Embroidery M/C Operator	9.19	9.49	9.84
709	Inspector/Folder	8.59	8.89	9.24
710	Repairs	9.14	9.44	9.79
712	Polybag/Polywrap Operator	8.29	8.59	8.94
713	Lead Hand	10.19	10.49	10.84

SCHEDULE "A"
JOB CLASSIFICATION & WAGE RATES (Cont.)

Dept./ Class Job No. Classification	As Of 11/01/96 Day Rate	As Of 11/01/97 Day Rate	As Of 11/01/98 Day Rate
Finishing			
714 Fixer	11.69	11.99	12.34
715 Pack & Record	8.99	9.29	9.64
717 General Help	8.29	8.59	8.94
Shipping			
801 Shipping Co-Ordinator	10.51	10.81	11.16
805 Receiver	9.69	9.99	10.34
806 Packer/Loader	9.39	9.69	10.04
807 Material Handler	8.99	9.29	9.64
Maintenance (See Also Note 1)			
901 Mechanic -Ticketed	13.94	14.24	14.59
902 Mechanic	11.94	12.24	12.59
904 Electrician -Ticketed	14.94	15.24	15.59
905 Electrician	12.19	12.49	12.84
906 Carpenter -Ticketed	13.01	13.31	13.66
907 Carpenter	10.94	11.24	11.59
908 Janitor	9.29	9.59	9.94
909 General Maintenance	9.34	9.64	9.99
910 Apprentice (Note 2)			
Fashion			
301 Printing M/C Operator - A	13.06	13.36	13.71
302 Printing M/C Operator — M	10.31	10.61	10.96
303 Printing M/C Operator — B	10.06	10.36	10.71
304 Screen Preparer	9.62	9.92	10.27
305 Colour Technician	11.74	12.04	12.39
306 Photo Screen Maker	11.92	12.22	12.57
307 Machine Loader	8.44	8.74	9.09
308 General Help	8.29	8.59	8.94
309 Machine Loader/Recorder	9.14	9.44	9.79

SCHEDULE "A"
JOB CLASSIFICATION & WAGE RATES (Cont.)

Dept./		As Of	As Of	As Of
Class	Job	11/01/96	11/01/97	11/01/98
No.	Classification	Day Rate	Day Rate	Day Rate
	Bath Boutique			
201	Lead Hand	10.39	10.69	11.04
202	Packer	9.39	9.69	10.04
203	Material Handler	8.99	9.29	9.64

Note 1: Tickets

For additional tickets the base rate will be increased as follows:

First Additional Applicable Ticket	\$1.00 per hour
Second Additional Applicable Ticket	\$.50 per hour
Third Additional Applicable Ticket	\$.50 per hour

Note 2: Apprentice Rates will be based on the appropriate ticketed classification rate and will follow Ontario Ministry guidelines for years of experience and percentage of rate.

SCHEDULE "B"

Regular shift hours shall be as follows:

MONDAY TO FRIDAY 8 HOURS PER SHIFT

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

REST PERIODS

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 Company.

SCHEDULE "C"
APPRENTICESHIP PERIODS

Dept./ Class. No.	Job Classification	Months
	PREPARATION	
402	Warper Operator	
403	Warper Creeler	
404	Slasher Operator	9
405	Slasher Helper	—
	WEAVING	
501	Weaver	6
502	Warp Hand	—
503	Warp Tyer	6
504	Warp Tyer/Fixer	24
507	Fixer	18
509	Fold & Fill Carrier	
511	Draw-In	9
514	General Help	
517	Oiler/Technician	6
	DYEHOUSE	
601	Lead Hand	N/A
602	Machine Operator	6
603	General Help	
	FINISHING	
703	Slitter/Side Hemmer Operator	6
705	Auto Sewing M/C. Operator	
706	End Hemmer	—
707	Whipper	
708	Embroidery M/C Operator	—
709	Inspector/Folder	—
710	Repairs	—
712	Polybag/Polywrap Operator	
713	Lead Hand	N/A
714	Fixer	12
715	Pack & Record	6
717	General Help	

SCHEDULE "C"
APPRENTICESHIP PERIODS (Cont.)

Dept./ Class. No.	Job Classification	Months
	SHIPPING	
801	Shipping Co-Ordinator	N/A
805	Receiver	—
806	Packer/Loader	
807	Material Handler	
	MAINTENANCE	
901	Mechanic-Ticketed	36
902	Mechanic	12
904	Electrician-Ticketed	48
905	Electrician	9
906	Carpenter-Ticketed	24
907	Carpenter	6
908	Janitor	6
909	General Maintenance	—
910	Apprentice	N/A
	FASHION	
301	Printing M/C. Operator A	24
302	Printing M/C. Operator M	12
303	Printing M/C. Operator B	6
304	Screen Preparer	6
305	Colour Technician	18
306	Photo Screen Maker	18
307	Machine Loader	—
308	General Help	
309	Machine Loader/Recorder	—
	BATH BOUTIQUE	
201	Lead Hand	N/A
202	Packer	—
203	Material Handler	

LETTER OF INTENT

1.

In interpreting and applying article 9.15(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 schedule shift and does not report for that shift. However, if coverage has been re-arranged for by the Company, 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 Company retain the right to discipline the employee(s) involved, subject to the employee’s right to grieve.

LETTER OF INTENT

2.

GAINSHARING

The Company and the Union agree to implement a Gain Sharing Program, which will pay out to all eligible employees an equal amount, The Union Executive and Company representatives will establish a committee to develop the guidelines to this program.

LETTER OF INTENT

3.

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

In cases where the Company 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 Company will post the final dates of such holidays at least two (2) months before the scheduled holiday.

LETTER OF INTENT

4.

The Company intends to make arrangements with a local medical doctor(s) so that employees who may be required to provide a doctor's certificate to either the Company or the insurance company may arrange to visit the designated medical facility with the cost of such notes or reports being paid for by the Company.

LETTER OF INTENT

5.

It is the Company's intention to discuss with the local union committee any matters affecting the Bargaining Union at the earliest possible convenience.

LETTER OF INTENT

6.

The Company and the Union agree to meet to discuss the current system of calculating the Weaver's Bonus and making any applicable changes.