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# AGREEMENT

BETWEEN

FIRESTONE TEXTILES COMPANY
A DIVISION OF
BRIDGESTONE/FIRESTONE CANADA INC.

AND

THE UNITED TEXTILE WORKERS OF AMERICA

LOCAL115

December 10, 1989

to

December 12, 1992

0090903

LOCAL 115 OF THE UNITED TEXTILE WORKERS OF AMERICA

and

FIRESTONE TEXTILES COMPANY

Both recognise the importance of and support a harmonious working relationship built on Trust, Team Work, Respect, and Openess. Only under this type of environment can all employees achieve their full potential and contribute to the success and profitability of our operation. This in turn gives each of us the job security that permits us to provide a healthy and safe lifestyle for our families.

Firestone Textiles Woodstock can only be as good as the employees working here and we commit to work together as a team so we can make this operation the best it can be, for the betterment of our employees, Firestone, and the community.

U.T.W.A. LOCAL 115

Gary Boulton

President

FIRESTONE TEXTILES COMPANY

Bill Mázak

Factory Manager

This Agreement made and entered into as of this 27 day of June 1990 between Firestone Textiles Company, A Division of Firestone Canada Inc., Woodstock, Ontario, hereinafter designated as "the Company" and the United Textile Workers of America, Local No. 115, hereinafter designated as "the Union".

Wherever a paragraph is applicable only to one particular plant, it shall be so noted.

Wherever the pronoun "he" appears in the Agreement, it shall be construed to mean male or female.

### ARTICLE 1

#### RECOGNITION

- 1.01 The Company recognises the Union as the exclusive voluntary collective bargaining agency for all hourly rated and piece work employees below the rank of supervisor, but including sub-supervisor, employed in respect of and working in its Woodstock plants except: office staff, technical staff, supervisor and those above the rank of supervisor, security guard and engineer; persons acting in a confidential or supervisory capacity, or having authority to hire, discharge or suspend employees.
- 1.02 Neither the Company nor any of its agents will exercise discrimination, interference, restraint or coercion against any member of the Union on account of such membership.

The Union shall not hold meetings on Company premises or engage in Union activities on Company time except as provided for in this Agreement.

1.03 The Union agrees that it will not cause, direct or approve any strike, slowdown, sitdown or other stoppage or work, either partial or complete. The Company agrees that it will not cause or direct any lockout of its employees.

Both parties agree to comply with applicable Federal, Provincial, and Municipal health and safety legislation and regulations.

- 1.04 The Company agrees that employees excluded from the bargaining unit as delined in 1.01 above, shall not perform work normally done by any employee in the bargaining unit except in the case of:
- (a) When necessary to instruct or train employees. In such instances, the work performed would be directly involved in instructing or training.
- (b) The production of samples and experimental work for development purposes.
- (c) Emergencies expressly limited to return to normal production following a fire, flood, unscheduled power failure or any other Act of God. In the event of other production interruptions or delays caused by breakdowns or changeovers, when such changeovers involve more than one machine or piece of equipment at any one given time, supervisors may perform a minimum amount of work necessary to maintain production flow and efficiency until such time as a changeover is completed or corrective maintenance has restored defective equipment to normal.

#### UNION REPRESENTATION

- 2.01 The Union may elect or appoint up to two stewards on each shift, in each plant, but under no circumstances will one employee be represented by two stewards.
- 2.02 The Company shall be kept informed in writing of the names of officers and stewards and the group each represents.

The Union shall be kept informed in writing of the names of all Management and Supervisory personnel directly concerned with the supervision of members of the Bargaining Unit.

It is understood that the Union shall appoint a Union committee chairperson prior to any meeting with the Company. There may be rotation of chairpersons for "non- related" meetings. However, for more than one meeting pertaining to the same subject, the same chairperson will act for all meetings.

2.03 The officers and stewards shall constitute the grievance committee, but not more than four shall meet with management at any one time to deal with grievances.

At least one of the grievance committee shall be from the plant in which the grievance originates.

# GRIEVANCE PROCEDURE

- 3.01 It is the intent of this article that all grievances be adjusted as quickly as possible. Nothing in the Agreement will prevent any employee from presenting any personal grievances directly to the Company. A personal grievance shall be one that in no way affects the collective bargaining rights of the Union.
- 3.02 Any difference or grievance affecting a group of employees, which has not been settled by the supervisor, may be submitted in writing at step number two. any difference or grievance affecting the employees as a whole may be submitted by either party in writing at step number two.
- 3.03 If any employee has a grievance other than personal, it shall be handled in the following manner and sequence:
- Step No. 1: The employee and department steward may take the matter up with their supervisor. If the grievance is not settled within forty-eight (48) hours from the time of request, excluding Saturdays, Sundays and Holldays:
- Step No. 2: The matter may be turned over to the Grievance Committee and if it wishes further discussion with respect to the same, it shall request in writing a meeting with the Personnel Manager or a designate. At this stage the grievance shall be submitted in writing signed by the employee. The aggrieved employee, or in the case of a group grievance, one representative from the group, may be present at the request of either of the parties. If the grievance is not settled within forty-eight (48) hours from the time of submission and request, then:
- Step No. 3: The Grievance Committee shall request in writing a meeting with the General Manager or a representative. The first meeting shall be held within forty-eight (48) hours from the time of receipt of request by the General Manager (excluding Saturdays, Sundays and Holidays). A representative of the International Union may be present at this step.
- 3.04 The time limits specified in the above steps may be extended by the consent of both parties.

- 3.05 All decisions arrived at between the Company and the Union shall be final a... binding upon the Company, the Union, the employee or employees concerned.
- 3.06 It is understood that all employees have regular duties to perform on behalf of the Company and this clause will not be construed to provide an opportunity for employees to discuss petty complaints.

Supervisors, when requested, will make arrangements for Union Representatives to resolve problems during working hours.

An employee who wishes to have a discussion with their Union Representative will advise their supervisor who shall then arrange for this discussion as soon as feasible, without unduly interfering with normal production.

Permission for discussion shall not be delayed more than one and one-half (1-1/2) hours and such discussion shall not exeed a period of fifteen (15) minutes.

The Company will not make a practice of scheduling meetings under the foregoing during regular rest and/or lunch breaks.

- 3.07 Failing settlement of a grievance under the above procedure of any difference concerning the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is afbitrable, the matter in dispute may be taken to arbitration as hereinafter provided.
- 3.08 The Company shall have the right to discharge any employee for just cause. If any employee with three (3) months or more continuous service should be discharged for reasons that the Union believes to be unjust, such a case shall be considered as a grievance and shall be handled as set forth in the Grievance Procedure, beginning at Step Number 2. The written grievance, signed by the employee, must be filed with the Personnel Manager within three (3) working days of final written notice of discharge, exclusive of Saturdays, Sundays and Holidays. The Personnel Manager or a representative shall interview any employee before discharge becomes final.

Prior to this interview, the Company will advise the employee's steward or Union Representative, who will be given an opportunity to be present at the

commencement of the interview. If the employee desires, the steward may remain throughout the interview.

3.09 If an employee with three (3) months or more continuous service is to be interviewed for a matter likely to result in suspension or a written reprimand, the employee will be reminded in writing of their right to have a department steward present at the interview prior to the commencement of the interview.

### ARBITRATION

- arbitrable, to a Board of Arbitration and at the same time name its appointee.

  Within five (5) days thereafter, the other party shall name its appointee. The two appointees shall thereupon confer with a view of selecting a third member of the Board who shall be chairperson. If they are unable to agree upon such a chairperson withing five (5) days, they shall then request the Minister of Labour for the Province of Ontario to nominate a member of the Judiciary of the Province of Ontario to be such chairperson. Each of the parties hereto will bear the expense of the chairperson. The decision of a majority of such a board shall be final and binding upon the parties.
- 4.02 In no case should more than ten (10) days elapse between filing a request for board of arbitration and selection of a chairperson or request to the Minister of Labour to appoint such a chairperson.
- 4.03 The Arbitration Board or any other tribunal 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.

#### HOURS OF WORE AND OVERTIME RATES

5.01 This article provides the basis for the calculation of overtime pay and shall not be construed as a guarantee to provide work for any period whatsoever.

The standard work day shall be eight (8) hours with the exception of rotating shift personnel in Plants No. 2 and No. 3, for whom it will be twelve (12) hours. The schedule of standard departmental shift hours is attached hereto as Schedule "B". All changes in departmental shift hours other than stated in Schedule "B" shall be negotiated.

A work day on the twelve (12) hour shift will run from 7:00 p.m. to 7:00 a.m. The work week will start at 7:00 p.m. Saturday (this is the start of Sunday night shift).

Time and one-half the hourly rate in the case of hourly rated employees shall be paid for all hours worked in excess of eight (8) hours per day except for Plants No. 2 and No. 3 rotating shift personnel working twelve (12) hour shifts who will receive a wage rate of time and one-half for hours worked in excess of twelve (12) hours.

Employees who receive less than twenty-four (24) hours notice of a shift change shall be paid time and one-half for the first shift worked.

Overtime work shall be distributed as evenly as possible among those performing such work. It is understood that employees shall work such overtime work as the Company may assign.

A day shift worker who is asked to stay over and finish a job which has to be completed, may leave after that job is completed and does not have to do other jobs as they come up.

# 8 HOUR SHIFTS:

The Company will post notification of Saturday overtime work no later than 3:00 p.m. Monday of the same week. Employees will be assigned to work the above overtime unless qualified volunteers can be found to work the scheduled overtime

shift. Employees would not be required to work more than two (2) consecutive Saurdays.

### 12 HOUR SHIFTS:

Notwithstanding the above, in the event of an emergency, such as vacancies created by absenteeism or employee terminations, the Company may require employees to remain on duty until relieved to a maximum of two (2) hours.

- Employees on the afternoon shift shall be paid a bonus of twenty four (24) cents per hour and employees on the night shift shall be paid a bonus of twenty-nine (29) cents per hour to a maximum of eight (8) hours per day except employees working twelve (12) hour shifts who will receive a shift bonus of thirty-five decimal three (35.3) cents per hour for the night shift only, up to a maximum of twelve (12) hours.
- 5.03 Time and one-half the hourly rate shall be paid for all overtime hours worked on Saturdays and double time for all overtime hours worked on Sunday.

Time and one-half the hourly rate shall be paid for all hours worked during scheduled "off shift" days, except when an "off shift" day falls on a Sunday, in which case payment will be at double time. Employees on twelve (12) hour shifts will adhere to the "Coverage for Unscheduled Absenteeism" regulations below, to provide coverage for job vacancies on "off shift" days.

A crew premium will be paid to anyone who replaces a twelve (12) hour employee on a twelve (12) hour shift.

## COVERAGE FOR UNSCHEDULED ABSENTEEISM, 12 HOUR SHIFTS

Coverage for unscheduled absenteeism will be done by a list of volunteer workers (to cover each job classification) who will put their names on this list during the first four (4) hours on their last work day before going on days off. These employes will have volunteered to be called in on their days off to provide coverage for unscheduled absenteeism. Employees on shift may be required to remain on duty until relieved, for a maximum of two (2) hours.

Employees on voluntary call-in within their classification shall be contacted in the order of their highest seniority. Secondly, employees in other

classifications who have volunteered to be called in and who are qualified to perform the work required shall be contacted in the order of their highest seniority. If necessary, the least senior employee on voluntary call-in within the classification who is qualified to perform the work will be required to report for work.

Should there not be volunteers to cover all jobs, then the on-call system will have to be put into effect where designated employees will be on-call for a one hour period on their upcoming days, off as follows:

- 1. The shift just finishing night shift and on their first (and second day of a three [3] day cycle) day off will be on-call from 6:30 p.m. to 7:30 p.m. to cover vacancies on the night shift that day (or two days).
- 2. The shift just finishing day shift and on their first (and second day of a three [3] day cycle) day off will be on-call from 6:30 a.m. to 7:30 a.m. to cover vacancies on the day shift that day (or two days).
- 3. The shift on their last day off and scheduled to go on night shift the next day will be on-call from 6:30 p.m. to 7:30 p.m. to cover vacancies on the night shift that day.
- 4. The shift on their last day off and scheduled to go on day shift the next day will be on-call from 6:30 a.m. to 7:30 a.m. to cover vacancies on the day shift that day.

The order of designated call-in will start with the most junior qualified employee and rotate on a seniority basis within each job category so that designations for call-in are evenly distributed among the employees. When on-call, an employee must be available for that one (1) hour period and when contacted must report for work within two (2) hours of the shift start. Employees will be notified within the last four (4) hours of their last working day if they are designated to be on-call on their up coming days off.

If no employees have volunteered, the designated call-in shall be required to report for work unless they find a qualified replacement to report in their place within the time allowed.

An employee who reports to work to cover for unscheduled absenteeism will receive one (1) hour of pay at the employee's straight time hourly rate in addition to payment for all hours worked.

This system will apply to all employees working the twelve (12) hour rotating shift.

Failure to report for work under the above steps will result in disciplinary action.

#### COVERAGE FOR SCHEDULED OVERTIME -12-HOUR SHIFTS

Qualified employees will be asked by Department if they are interested in having their names on the voluntary overtime list and their names will be listed in order of seniority. Balancing of overtime for the scheduled overtime system will be on a cont inuous basis. Employees changing shifts or employees wanting their name added to the voluntary scheduled overtime list will be credited with an equal amount of overtime as the most overtime credits documented and would be credited with and equal amount of assignments as the least amount of assignments documented. These employees will only be eligible for overtime from the first day they start their new shift. Employees added to the list would be eligible from the day they asked to be added to the list.

Employees outside of the classification who are capable of doing the work may have their names on the scheduled overtime list under the heading "Optional Employees". It will be up to the supervisors to decide who is eligible for this heading.

The Supervisor will post overtime as the dates are known. Overtime shall be scheduled every weekend for the **2-week** period starting ten (10) days after the Monday of that weekend. The only exception to this would be in the case of the company receiving less than the above amount of notice for time scheduled off such as floaters. In this case, notice will be given as soon as possible.

Overtime will be distributed evenly to the people on the scheduled overtime list starting with the most senior. One day at a time will be chosen by each employee in order of seniority. Once overtime is accepted, employees must meet all

obligations of working those hours, similar to their normal schedule. If overt 1me

1b not accepted by anyone on the list, move to the optional list. If still not
accepted by anyone, assign in order from the most junior employee in that
occupational classification. Assignments should be done only as a necessity.
Assigned employees will be given at least 24 hours notice. An employee will be
exempt from assignment if they have worked or are scheduled to work overtime within
seven days of the shift to be assigned. Assignment to cover scheduled overtime will
be shared amongst all qualified employees in the classification starting with the
least senior employee with no time period for balancing.

Employees will be credited for each shift offered whether:

- a) They work the overtime
- b) They refuse the overtime

NOTE: To be credited with a shift of overt ime, the employee must have been available to be asked when the overtime was scheduled.

Employees will also be credited each time it is their turn for scheduled overtime when they are off work on Workers' Compensation, Accident or Sickness Benefits or off on vacation.

Accurate records of all the above will be maintained.

72 hours notice for time off is consider scheduled overtime and at least 24 hour notice will be given to volunteers on the scheduled overtime list.

The above provisions do not apply to less than a full shift.

#### MAINTENANCE DEPARTMENT BELIEF

Should circumstances arise where none of the rotating shift mechanics are able to cover for unscheduled absenteeism on night shift or weekends (i.e. two shift mechanics off because of illness), then it may be necessary to reschedule day shift maintenance mechanics to cover these vacancies. This may require a short changeover where day shift mechanic(s) report for work at 7:00 a.m. and it is found necessary that they cover the night shift. Then it is the Company's right to send them home no later than 11:00 a.m., otherwise they shall not be required to work more than an

- additional eight (8) hours unless they agree to cover the entire shift. Earnings will be at straight time except for shift premiums, weekends and Statutory Holiday premiums, while the day mechanic is on shift for relief, with the exception of the first shift which is covered under Article 5.01.
- 5.04 If any employee reports for work at the regularly scheduled time for their shift, they shall be entitled to a minimum of four (4) hours pay at not less than their standard day rate, unless previously notified by the Company to the contrary either orally or by notice on the bulletin board or by message left at the employee's residence, provided that if requested by the Company the employee shall perform a minimum of four (4) hours of such available work as the Company may assign; and further provided that this section shall not apply in cases of a major mechanical breakdown affecting the entire department, work stoppage on the part of any employees or employees returning to work after an absence.
- Shift, shall be through when the work which they were called in to do is completed. The employee shall be paid at the rate of time and one-half for a minimum of four (4) hours, except on Sundays which will be paid at double time for a minimum of four (4) hours. This provision does not apply to an employee called in early or working overtime on their regular shift, except that if any employee is called in early and is sent home prior to the completion of their regular shift, the above provision shall apply. This provision does not apply to the "Coverage for Unscheduled Absenteeism" and "Coverage for Scheduled Overt ime" clauses for employees on twelve (12) hours shifts (5.03[b]).
- 5.06 There shall be no pyramiding of premium payments.
- 5.07 The Company shall inform employees at the time they are being called in for unscheduled overtime as to what they are being called in for, and who they are replacing.

### HOLIDAYS AND BEREAVEMENT PAY

6.01 Employees who are on the active payroll and have completed a probationary period of thirty (30) and twenty (20) normal working days, for eight (8) hour and twelve (12) hour shift workers respectively, shall be paid eight (8) hours holiday pay for the following designated paid holidays:

New Year's Day Civic Hol iday

Good Friday Labour Day

Vic toria Day Thanksgiving Day

Canada Day Christmas Day

**Boxing Day** 

Three (3) additional paid holidays are to be taken as personal holidays each year, except in the third year (1992) when there will be four (4) personal holidays.

When one of the designated paid holidays indicated above falls on Saturday, It will be observed on the preceding Friday and if a holiday falls on a Sunday, it will be observed on the following Monday, except for twelve (12) hour shift employees who will observe the designated paid holiday on the day on which it falls.

Employees who work the Three Week Rotating Day Shift schedule will have the following choices if a designated paid holiday indicated above falls on a Friday or a Monday which is their regular day off:

- 1. If the designated paid holiday falls on a Friday, employee may be scheduled off on the preceding Thursday or work their normal schedule.
- 2. If the designated paid holiday falls on a Monday, employee may be scheduled off on the following Tuesday or work their normal schedule.

Employees who work the three week rotating day shift schedule are not permitted to take personal holidays on Saturdays, Sundays, or designated paid holidays, unless coverage for working the shift(s) in question is adequately arranged for by the employee requesting time off.

(a) To qualify for payment on the above designated paid holidays, when not worked,

the employee must work their regular shift immediately prior to and immediately following such hol iday. If an employee working on a rotating shift basis is absent when scheduled to work on a designated paid holiday, the employee will not receive payment for the holiday.

Exceptions will be made when absence has been caused by any of the following reasons:

Sickness - evidenced by a doctor's certificate or other evidence

- 1. Death in the immediate family of the employee.
- satisfactory to the Company and limited to a twenty-one (21) day period. Payment for any designated paid holiday(s) that fall within a period of sickness or accident of up to six months from the twenty-first (21st) day of sickness or accident will be paid at the rate of the difference between the daily benefit rate and the normal holiday rate, upon the employee's return to work.
- 3. Payment for any designated paid holidays which fall within a period of accident or sickness covered under the Workers' Compensation Act, will be paid at the rate of the difference between the daily benefit rate and the employee's normal holiday earnings for a period of twelve (12) months from the date of disability, payable upon the employee's return to work.
  - **4.** Cases of extreme urgency requiring the presence of the employee, which are approved by the department head.
- (b) An employee who is laid off within five (5) and four (4) working days, for eight (8) hour and twelve (12) hours shifts respectively, of a designated paid holiday, will be paid for such holiday(s), provided the employee works their regular shift and would otherwise have qualified for designated paid holiday pay had they not been laid off.
- 6.02 Employees who qualify shall be paid for the holiday based on their rate for the day of the holiday and shall exclude all premiums.
- 6.03 All scheduled time worked on the above designated paid holidays shall be paid at time and one-half, except when a holiday falls on a Sunday, in which case payment will be at double time.

- All overtime worked on the above designated paid holidays shall be p. \_d at double time, except when a holiday falls on a Sunday, in which case payment will be at double time and one-half.
- 6.05 Should such designated paid holiday occur during a qualified employee's paid vacation leave, they shall be entitled to such holiday with pay in addition to and taken concurrently with their vacation leave, provided the employee has worked their regular scheduled shifts immediately preceding and following the vacation leave.
- 6.06 In the event of bereavement in the employee's immediate family, which shall include: father, mother, husband, wife, sister, brother, son, daughter, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchildren, the employee's grandfather and grandmother, which may necessitate an employee to be absent from scheduled work, claim for payment for time lost on regular hours up to three (3) consecutive scheduled work days, one of which must be the day of the funeral, may be made to the Personnel Department after the occurrence.

In the event of the death of the spouse's grandfather or grandmother, an employee may be absent with pay from scheduled work for the day of the funeral or the night shift of the day after the funeral, provided the employee attends the funeral.

In the event that the burial is postponed to a later date, an employee will be entitled to hold one paid bereavement day over to be taken on the day of the burial.

Proof of death shall be submitted if requested by the Company.

The category of relatives specified above includes legal and blood relationships, half relatives and step relatives, foster parent and foster child.

Payment for such lost time will be the employee's average hourly earnings on a straight time basis, exclusive of all types of bonuses and premiums except for shift employees who will receive the crew premium and the premium paid for designated paid holidays if absent due to be eavement in accordance with this clause. If the employee is eligible for any other form of remuneration to which the Company contributes, payment shall not be made under this section for such day or days.

If a bereavement occurs while an employee is on vacation, the employee can

rr ruest of the Company, to the Personnel Department, prior to the date of the funeral, that vacation days be substituted with bereavement days. These vacation days will be taken at a mutually agreed upon later date.

To be eligible for such payment, employees must have completed a probationary period of thirty (30) and twenty (20) working days for employees working eight (8) or twelve (12) hour shifts respectively.

- 6.07 An employee who is called as a crown witness or is required to serve on a jury, shall be paid the difference between fees for such services and normal straight time earnings, for the time lost, subject to the following provisions:
  - Employees must notify their supervision as soon as possible after receipt
    of notice of selection for such duty.
  - 2. Employees who are selected for such duty, who are on other than day shift, shall be assigned to the day shift for those days they are required to serve.
  - 3. Employees who are called for such duty and temporarily excused from attendance at court, must report for work if it is reasonably possible to report by 11:00 a.m. and 3:00 p.m. when working eight (8) or twelve (12) hour shifts respectively.
  - 4. Employees must furnish written statement from the appropriate public official, showing the date and time served and amount of pay received, to be eligible for payment
- 6.08 Any employee failing to complete their regular shift because of injury on the job, shall be paid their regular rate including crew premium if applicable, for the balance of the shift, providing permission to leave the job is approved by a Company representative or a medical doctor.

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WAGES

- 7.01 (a) Qualified rates and hiring rates, including crew premiums, as set out in the Supplementary Wage Schedule shall remain in effect during the term of the Agreement.
- (b) When an employee works on a schedule that normally includes working Saturdays, Sundays, and designated paid holidays, the employee will be paid a crew premium as set out in the supplemental wage schedule in addition to their normal hourly rate for all hours worked.
- **7.02** (a) When an employee is required by the Company to temporarily transfer to another job, except in the case of layoff, the employee shall be paid the regular rate based on the employee's earnings for the past pay period, or the qualified rate of the job to which the employee is transferring, whichever is higher.
- (b) Employees with six (6) months or more seniority, who are transferred to a different job classification to fulfill seniority requirements, shall be paid qualified rate for the job from which they are being transferred or such higher rate as qualifications warrant up to a maximum of qualified rate for the job to which they are transferred.
- 7.03 (a) Employees who are recalled shall receive payment at the rate they qualify for.
- (b) Employees returning to a job classification through a job posting will be paid the qualified rate of the job to which they are transferring providing they have received qualified rate on that job within the past two (2) years.
- Adjustment of any wage rate which has been subject to grievance procedure shall provide for retroactivity to the date the disputed rate went into effect, consistent with any loss of wages which an employee may have sustained by reason of such disputed rate, but in any case no more retroactivity than thirty (30) days prior to the filing of the written grievance.
- 7.05 The Company shall advise the Union, in writing, of qualified rates being established for new job classifications.

### **VACATIONS**

8.01 The Company agrees to grant the following vacations with pay to employees on the payroll on July 1:

Service	Vacation Time	Vacation Pay
1 year but less than 3 years	2 weeks	4%
3 years but less than 5 years	2 weeks	5%
5 years but less than 8 years	3 weeks	6%
8 years but less than 12 years	3 weeks	7%
12 years but less than 16 years	4 weeks	8%
16 years but less than 20 years	4 weeks	9%
20 years but less than 23 years	5 weeks	10%
23 years but less than 25 years	5 weeks	11%
25 years and up	6 weeks	12%

(a) Vacation time off for employees working twelve (12) hour shifts will be broken down into hours [one week of vacation is equivalent to forty (40) working hours] and vacation days taken in twelve (12) hour multiples to correspond with full work days.

For two (2) weeks of vacation, an employee may select six (6) or seven (7) days of vacation.

For three (3) weeks of vacation, an employee will receive ten (10) days of vacation.

For four (4) weeks of vacation, an employee may select thirteen (13) or fourteen (14) days of vacation.

For five (5) weeks of vacation, an employee may select sixteen (16) or seventeen (17) days of vacation.

For six (6) weeks of vacation, an employee will receive twenty (20) days of vacation.

- **8.02** Vacation pay shall be computed twice a year, based on the employee's total earnings, firstly from the last full pay in June to the year end cut-off and secondly, from the year end cut-off to the end of the last full pay in June. The percentage entitlement for both payments as indicated above will be based on the employee's seniority as of July 1 following the second payment period,
- 8.03 The one year period for the purpose of taking vacations is the calendar year, January 1 to December 31. However, employees are able to carry over one (1) week of their vacation entitlement to be taken between January 1st and April 30th of the following year and applications must be submitted by April 1st of the current vacation year. A reply will be given by May 1st.
  - (a) The vacation period for expansion ply & cable, beaming & winding & monofilament shall be the two (2) weeks preceding Civic Holiday, unless posted otherwise by March 15, in which case vacation scheduling will be done in accordance with 8.03(b).

The Company reserves the right to operate eight (8) hour shifts daily from 7:00 a.m. to 3:30 p.m. during the two (2) week period under the following conditions:

- 1. The Company notifies employees by May 1 of its intention to operate during the vacation period and at that time will post a notice requesting volunteers. Volunteers will be selected on the basis of seniority by May 15.
- 2. In classifications where there are insufficient volunteers, the Company will select the required number of employees on the basis of lowest seniority. Those employees will be notified by May 15.
- 3. In the event of termination or extended illness or injury to an employee, the Company shall have until July 15 to select a replacement on the basis of lowest seniority in the classification.

Employees entitled to vacation time in excess of two (2) weeks may obtain an application form for preferred vacation time to be taken between January 1 and May 31 from their general foreman after December 1, and must submit the form for

consideration by January 1. A reply will be given by January 15.

Employees entitled to vacation time in excess of two (2) weeks will be issued application forms for preferred vacation time to be taken between June 1 and December 31 by March 15 and must submit the forms for consideration by April 1. A reply will be given by May 1.

In the event that more than one employee requests time off for the same week, and it cannot be agreed that all such employees be spared, then the most senior employee has the preference.

- (b) For all other plant areas, vacation schedules will be determined by departments, giving preference to employees based on plant seniority, with the following restrictions:
  - For job classifications with four (4) or less people, no more than one (1) employee be absent for vacation at any given time.
  - 2. For job classif ications with more than four (4) but less than nine (9) people, no more than two (2) employees, with a maximum of one (1) employee per shift, be absent for vacation at any given time.
  - 3. For job classifications with nine (9) or more people, no more than four (4) employees, with a maximum of one (1) employee per shift, be absent for vacation at any given time.

Maintenance Department -

No more than one (1) employee from each of the areas listed below be absent for vacation at any given time:

- (a) day mechanics \*
- (b) machinist
- (c) shift mechanics \*
- (d) electrical department
- (e) twister fixing \*
- (f) shift fixer \*
  - \* exception two (2) day shift mechanics or day shift fixers may be off at the same time as long as no shift mechanic or

shift fixer is off at the same time.

Application forms for preferred vacation time to be taken between January 1 and May 31 may be obtained from your supervisor after December 1 and must be submitted for consideration by January 1. A reply will be given by January 15.

Application forms for preferred vacation time to be taken between June 1 and December 31 will be issued to each employee by March 15 and must be submitted for consideration by April 1. A reply will be given by May 1.

8.04 When an employee has been unable to work during a portion of the preceding vacation year, because of sickness or injury, and vacation pay is less than the minimum mentioned below, vacation pay shall be increased to a minimum of \$150.00 per week, provided that the said employee must have worked some portion of the preceding vacation year and have resumed regular work for at least one month.

Employees with eight (8) years seniority shall be entitled to up to thirty (30) days leave of absence without pay once every five (5) years provided sixty (60) days written notice is given. A written reply will be given no less than forty-five (45) days prior to the leave of absence effective date. No more than one person, on the basis of highest seniority, in any one job classification shall be granted a leave of absence at any one time, unless at the Company's discretion more people can be permitted to be absent.

However, for employees covered under 8.03(b), the total number of employees absent for vacations and/or leave of absences during the months of July and August will be no more than the number allowed per classification as set out in clause 8.03(b), unless at the Company's discretion more people can be permitted to be absent.

Previously scheduled vacations take preference over an intended leave of absence.

#### **SENIORITY**

- 9.01 Employees shall receive seniority privileges after they have completed a total of sixty (60) and forty (40) days worked, when on eight (8) or twelve (12) hour shifts respectively, accumulated within a six (6) month period, after which seniority will be shown on the seniority list to have commenced on the date of employment. Notwithstanding the above, voluntary resignation shall terminate any accumulation of service.
- 9.02 All seniority rights shall be terminated on:
  - Voluntary resignat ion an employee who has been absent without report for seven (7) or more days and thereafter at the discretion of the Company, shall be considered to have voluntarily resigned.
  - 2. Discharge provided such employee is not reinstated with seniority rights through the provisions of the grievance procedure.
  - 3. Failure to return to work in accordance with recall regulations as set out in Clause 9.13 or after termination of approved leave of absence.
- 9.03 Seniority may be accumulated only when on the active payroll, except when absent by reason of injury, sickness or written leave of absence, for a period of twelve (12) months, thereafter at the discretion of the Company. This provision does not apply to employees with less than three (3) months service.
- **9.04** In cases of curtailment of production indicating layoff of employees, discussion will be held between the Company and the Union to discuss the advisability of waiving seniority rules.
- 9.05 Seniority must be exercised as follows in the case of layoffs and recalls:
  - **1.** By occupational group.
  - 2. If an employee has had previous satisfactory experience in another occupational group or department and is still physically capable, the employee's seniority shall be recognized. Satisfactory experience requires having earned qualified rate in such other occupation group or

department or having enough previous experience to enable the employee to perform that job as a qualified employee within forty (40) working hours.

OR

The employee shall be entitled to be transferred to a job in any department which is held by an employee with less seniority, provided the employee is capable of performing that job as a qualified employee within eighty (80) working hours. The areas an employee can transfer to in lieu of taking a layoff under the eighty (80) hour period are:

Plant 2	Plant 3	Warehouse & Service Depts.
1) janitor	(1) janitor	(1) maintenance helper
2) winder operator	(2) drawtwist operator	
3) reclaim utility	(3) reprocessing and	
4) twister operator	drying operator	

In order to transfer to twister operator or drawtwist operator classifications mentioned above, an employee must have some previous experience working in those areas.

When laid off, employees will be allowed one transfer only from their occupational group under this section. The above-mentioned eighty (80) working hours qualification period will not apply to a senior employee who is displacing a probationary employee in a production classification. However, such employees must show progress towards qualified status for that classification in accordance with standard practice.

9.06 Employees laid off with more than three (3) months but less than two (2) years seniority shall retain their seniority for a layoff period of one year.

Employees with two (2) years or more service with the Company shall retain their

seniority for a period of two (2) years. Employees laid off with more than three (,, months seniority shall accumulate seniority for a period of one (1) year or a period of time equal to their seniority at time of layoff, whichever is the lesser.

9.07 The Company will not be obliged to follow the seniority rules when laying off employees for less than three (3) and two (2) days of work, with eight (8) and twelve (12) hour shifts respectively, provided that such layoffs do not result in lost time for any employee of more than five (5) and four (4) days of work, for eight (8) and twelve (12) hour shifts respectively, in any eight (8) month period.

9.08 (a) Seniority lists will be brought up to date three times annually and posted on the bulletin board.

- (b) In the case of any grievance dealing with seniority dates, pertinent information in the employment records shall be made available for Union committee examination.
- 9.09 An employee who returns to a position which is within the bargaining unit shall maintain seniority on the basis of Company service. However, any Company service accumulated before originally entering the bargaining unit shall not be included.
- **9.10** An employee shall have plant seniority considered as occupational seniority after receiving qualified rate in that occupational group, but may hold plant seniority in only one occupational group.
- 9.11 An employee who has been transferred from one occupational group to another to fulfill seniority requirements may make written application to the Personnel Manager within three (3) months of transfer, and will be given the privilege of the next vacancy in their former group, provided at the time of transfer they were earning qualified rate in that group.
- **9.12** (a) Seniority shall apply in the case of promotion or demotion, provided the employee has the necessary occupational and physical qualifications. Employees wishing to transfer to a different job classification should make application in writing to the Personnel Manager, specifying the job classification requested. All applications will be acknowledged.

When a permanent vacancy occurs within the bargining unit, notice shall be posted on the bulletin boards in Plant 2 and Plant 3 for a period of three (3) calendar days. Any notice posted on a Friday shall remain until Tuesday ~ 4:00 p.m., unless there is a paid holiday on Monday in which case the notice will remain until Wednesday ~ 4:00 p.m.

Any duplication of vacancies resulting from the posting of the original vacancy will not be subject to posting and candidates from the first posting for the duplicate vacancy will be considered in such cases.

However, the Company may temporarily fill the vacancy with the most senior of qualified applicants who have submitted applications prior to the vacancy occurring.

If, subsequently, a senior employee qualified under the above-mentioned posting bids for the job within the posting period, the senior employee shall be given the opportunity and the junior employee previously transferred shall return to the job they vacated.

Once an application for transfer has been granted, an employee will not be permitted to apply for another transfer for twelve (12) months, with the exception of an application for transfer to a higher rated job or where an employee has previously earned qualified rate which may be made after four (4) months. A maximum of two (2) transfers through job postings will be approved in any fifteen (15) month period.

- **(b)** The following factors will be considered in evaluating an employee's skill, competence and ability, related to the performance of the work for which they are a candidate.
  - Physical requirement of the occupation and physical qualifications of a candidate.
  - 2. Results of aptitude tests.
  - 3. Satisfactory performance on present occupation.
  - 4. Satisfactory performance on other occupations in the department which are related to the occupation for which they are a candidate.
  - 5. Verified experience gained outside the Company on a similar occupation or occupations which are related to the occupation for which they are

- a candidate.
- **6.** Satisfactory performance or past experience, if any, on the occupation which is vacant.
- 7. Licences or specified educational standards where required.

It is understood that some of the above-mentioned factors will have more relative importance than others, depending on the occupational vacancy.

Probationary employees may not bid on any job postings. Notwithstanding 9.10, any employee who is transferred to a new classification through job posting, and is subsequently removed from the job by the Company during the training period, for reasons other than discharge, may apply their occupational seniority. Employees who are retained on the job will have their performance reviewed on a monthly basis until they reach qualified rate. However, within two (2) weeks of transfer, an employee will have the option of returning to their previous job, subject to seniority provisions.

- 1. When a job vacancy is posted, preference will be given to applicants working in the plant in which the vacancy occurs. Factors as outlined in Articles 9.12(a) and 9.12(b) shall apply.
- 2. In the event of a layoff, employee(s) may exercise seniority to transfer to another plant to fill a vacancy or displace a probationary employee in accordance with Article 9.05(2).
- 3. Employee(s) transferred under 1. or 2. above shall retain full Company seniority for the purpose of entitlement to fringe benefits under this Agreement.
- 4. Said employee(s) shall retain plant seniority, which will not accumulate, in the plant from which they have transferred. They shall be credited with seniority equal to a maximum of previously acquired seniority in the plant from which they have transferred, or seniority equal to one day less than the junior employee in the plant to which they have transferred. whichever is the lesser.
- 5. However, should said employee(s) agree to return when recalled within

three (3) days to the Plant from which they transferred, they will be credited with the accumulated seniority from the Plant transferred to.

If employees do not comply with the above, then their accumulated seniority will remain in the Plant transferred to.

- 9.13 Recalled employees must report within three (3) days and return to work within seven (7) days after notification by registered mail to their last known address. Should they fail to report within three (3) full working days, but do report within thirty (30) calendar days, they will be eligible for the next vacancy for which they are qualif fed, otherwise the employee shall be deemed to have lost all seniority rights.
- **9.14** Laid off employees must notify the Personnel Department of any change in address and keep their addresses up to date at all times or their names will be removed from the recall list.
- **9.15** Employees desiring to leave the employ of the Company shall give seven (7) days notice where possible.
- **9.16** A female employee who has completed her probationary period, must apply for a leave of absence in accordance with Part XI of The Employment Standards Act.

Within six (6) weeks after childbirth, she shall notify the Personnel

Department, with the Doctor's certificate stating date of birth, and declaring her

physical fitness to work.

Following proper notification to the Company, the employee shall be returned to her regular job classification and shift if she still qualifies, in accordance with Part XI of The Employment Standards Act. If not qualified under the foregoing provision, then she will be granted the option of another job, provided she is qualified to perform the work and has the necessary seniority.

Failure to notify as specified, forfeits any seniority privileges.

- 9.17 Leave of absence shall be granted to delegates to National and International Union Conventions, provided that the specific delegate list is received at least thirty (30) days before the convention.
- 9.18 The initial determination of capabilities and qualifications where it may

apply to seniority shall be an exclusive function of management, with consideration c. the factors set out in 9.12(b), but the final determination of capabilities and qualifications shall be subject to the grievance procedure.

- 9.19 Occupational seniority shall be recognized in the matter of shift preference when vacancies occur. Applications for shift preference will be accepted by the Department Manager or Industrial Relations Department up until the time the posting is removed. However, the Company reserves the right to transfer the least senior qualified employee, as required, to maintain a balance of qualified employees and trainees on each shift. If such qualified employee is required by the Company to transfer to another shift for training purposes, this employee will be given the opportunity to return to their original shift when the trainee receives qualified rate on that job.
- 9.20 Compulsory retirement shall be the first day of the, month following the month in which the employee reaches the age of sixty-five (65) years.

**GENERAL** 

- The Union recognises the necessity for improved production, elimination of waste of materials and supplies and improved quality of workmanship and following notification will co-operate in effecting changes in method, product, and equipment.

  10.02 The Company agrees to provide a bulletin board to be located in the plant in a location designated by the Company. The use of such bulletin board shall be restricted to local Union notices, Union social and recreational meetings, election of Union officers and Union election results. All notices shall be signed by the proper officer of the Union and shall be submitted to the proper designated Company authorities for posting by it and no notice shall be posted without first being approved by the Company. If for any reason a notice or notices cannot be posted, the Union shall be advised as soon as possible.
- 10.03 The Company is responsible for the administration and application of any insurance policy established in order to provide the benefits set out herein in Schedule "C", and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration provisions of this Agreement.
- Once an employee has received their initial lump sum payment for safety shoes, they will then go onto the credit accumulation system which will credit them \$4.25 per month after the ratification date or the last purchase date, which ever is later, in 1990 and during calendar year 1991, and \$4.50 per month during calendar year 1992.

Employees on layoff will not be reimbursed until they return to work.

### CHECK OFF OF UNION DUES

- 11.01 The Company will require each employee in the defined Bargaining Unit, as a condition of employment, to sign a dues deduction order, as set out in Schedule "A", for the deduction of Union Dues. This order shall remain in force for the duration of this Agreement and any extension thereof and shall be subject to the terms of any renewal of it. Transfer to a classification outside the Bargaining Unit or termination of employment shall immediately cancel dues deduction order. The Company will promptly remit Union Dues deducted hereunder to the Union Treasurer and shall show the names from whose pay dues were deducted.
- 11.02 The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of the Company making any deduction in accordance with the foregoing authorization and the Union will refund direct to all employees from whom a wrongful deduction was made.



**DURATION** 

December 1992, and thereafter from year to year unless either party gives to the other party, notice in writing, of cancellation within a period of not less than two (2) months or more than three (3) months prior to the anniversary date. Either party may, during the same period, require the other party to enter into negotiations for a new Agreement and both parties shall within fifteen (15) days enter into negotiations. If such negotiations are not concluded by the above expiry date, the terms and conditions of this Agreement shall remain in effect in accordance with Ontario Labour Law.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this day of

Signed, Sealed and Delivered in the presence of:

FOR THE COMPANY:

FIRESTONE TEXTILES COMPANY

A DIVISION OF

BRIDGESTONE/FIRESTONE CANADA INC.

T. BORTGHT

w. Muzay

D. HOLMAN J X

FOR THE UNION:

R. MYSLOWKA/
Canadian Director

May Boalton

G. BOULTON

V • MUSTARD

International President

# SCHEDULE "A"

	Date
I hereby order Firestone Textiles Company,	A Division of Bridgestone/
Firestone Canada Inc. to deduct Union Dues in a	ccordance with the Union
constitution. Equal payments will be deducted	from each pay. I understand
the terms of Article 11 of the Agreement between	the Company and the Union.
Witness	
Employee	
	Clock No

PLANT NO. 2

# QUALIFIED RATES

		- 10/00		- 00/00		D 00/01
		Dec 10/89		Dec 09/90		Dec 08/91
		12-Hour		12-Hour		12-Hour
	Dec. 10	Crew	Dec. <b>09</b>	Crew	Dec. <b>08</b>	Crew
	1989	Premium	1990	Premium	1991	Premium
Twister Tender	9.80	1.65	10.43	1.73	11.08	1.81
Twister Operator	9.73	1.63	10.36	1.71	11.01	1.79
Weaver	9.87	1.66	10.50	1.74	11.15	1.82
Loom and Unifil Fixer (Maximum)	11.12	1.91	11.75	1.99	12.40	2.07
Loom and <b>Unifil</b> Fixer - Overhauls (Maximum)	11.54	1.99	12.17	2.07	12.82	2.15
General Util - Cat I - Creeling, Splicing & Tying in	9.73	1.63	10.36	1.71	11.01	1.79
- Cat II - Cat I + Style Changes & Twisting	9.80	1.65	10.43	1.73	11.08	1.81
- Cat III - Cat II + Weaving	9.94	1.68	10.57	1.76	11.22	1.84
Assistant Utility	9.22	1.54	9.85	1.62	10.50	1.70
Cleaner - Janitor	9.44	1.58	10.07	1.66	10.72	1.74
Cleaner - Janitor - Waste Control	9.56	1.60	10.19	1.68	10.84	1.76
Inspector	9.16	1.52	9.79	1.60	10.44	1.68
Reclaim Utility Operator	8.79	1.45	9.42	1.53	10.07	1.61
Splicer Operator	9.48	1.59	10.11	1.67	10.76	1.75
Utility, Chafer Beamer, Monofil Twister Operator		1.63	10.36	1.71	11.01	1.79
Winder	9.00	1.50	9.63	1.58	10.28	1.66
Beamer Operator	9.64	1.62	10.27	1.70	10.92	1.78
Trainer	10.50	1.79	11.13	1.87	11.78	1.95
Trainer	10.30	1.79	11.13	1.07	11.70	1.75
PLANT I	NO. 3					
Drawtwist Operator	9.80	1.65	10.43	1.73	11.08	1.81
- Utility	9.95	1.68	10.58	1.76	11.23	1.84
Spin. Take-up Operator	10.32	1.75	10.95	1.83	11.60	1.91
Polymer Operator	10.68	1.82	11.31	1.90	11.96	1.98
Monofilament Operator	10.17	1.72	10.80	1.80	11.45	1.88
Cleaner - Janitor	9.44	1.58	10.07	1.66	10.72	1.74
Winder Packer	9.64	1.62	10.27	1.70	10.72	1.78
Reprocessing & Drying Operator	9.80	1.65	10.43	1.73	11.08	1.81
	10.14	1.71	10.43	1.79	11.42	1.87
Process Engineering Technician		1.71	11.13	1.79	11.42	1.07
Trainer	10.50	1./9	11.13	1.01	11.10	1.70

# PLANTS NOS. 2 AND 3

# QUALIFIED RATES

		Dec 10/89		Dec 09/90		Dec 08/91
	Dec. <b>10</b>	12-Hour Crew	Dec. <b>09</b>	12-Hour Crew	Dec. <b>08</b>	12-Hour Crew
	1989	Premium	1990	Premium	1991	Premium
WAREHOUSE AND SERVICE DEPARTMENTS:		FICHIUM		FIEIIII	1771	PIEMIUM
Assistant - Stores, Shipping - Receiving	10.20	1.73	10.83	1.81	11.48	1.89
Storekeeper		1.74	10.89	1.82	11.54	1.90
Shipper - Receiver		1.75	10.94	1.83	11.59	1.91
Roll Wrapper		1.61	10.23	1.69	10.88	1.77
Quality Control Inspector	9.69	1.63	10.32	1.71	10.97	1.79
SHOP:  General Maintenance - Category M-1 (Maximum)	14.46 14.66 14.86 11.12 11.54 10.14 10.12	2.18 2.24 2.28 2.33 1.91 1.99 1.71	14.79 15.09 15.29 15.49 11.75 12.17 10.77	2.26 2.32 2.36 2.41 1.99 2.07 1.79	15.44 15.74 15.94 16.14 12.40 12.82 11.42	2.34 2.40 2.44 2.49 2.07 2.15 1.87
Painter - Insulator	11.57	1.99	12.20	2.07	12.85	2.15
Lubricator - Inspector	11.57	1.99	12.20	2.07	12.85	2.15
Powerhouse & Utilities Technician	11.57	1.99	12.20	2.07	12.85	2.15

# 3-WEEK CREW PREMIUM

			Dec 10/89 3-Week		Dec 09/90 3-Week		Dec 08/91 3-Week
		Dec. <b>10</b>	Crew	Dec. <b>09</b>	Crew	Dec. <b>08</b>	Crew
		1989	Premium	1990	Premium	1991	Premium
General Maintenance	- Category M-l (Maximum)	14.16	1.42	14.79	1.56	15.44	1.64
	- Category M-2A (Maximum)	. 14.46	1.45	15.09	1.59	15.74	1.67
	- Category M-2BI (Maximum)	14.66	1.47	15.29	1.61	15.94	1.69
	- Category M-2BII (Maximum)	14.86	1.49	15.49	1.63	16.14	1.71

# PLANTS NOS. 2 AND 3

Sub Supervisor	Employees who assume additional responsibilities in the absence of a Supervisor will be paid seventy-five (75) cents per hour in addition to their regular hourly rate.
Towmotor Operator	Employees who obtain a towmotor licence will be paid twenty-five (25) cents per hour in addition to their regular hourly rate for all hours they operate a towmotor.
- Loom & Unifil Fixer ) - Loom & Unifil Fixer - Overhaul ) - Fixer - Twisting; Drawtist; ) Spin. Take-up ) - Fixer - Twisting; Drawtwist; ) Spin. Take-up; Twister Overhaul)	Receive 10 cents per hour for completing 7 years experience in any combination of these classifications. (Maximum rate in these classifications includes this 10 cents.)

# PLANT NO. 3

Drawtwist Operator - Utility..... The number

The number of employees and choice of employees shall be at the discretion of the Company with seniority being the governing factor amongst those interested.

#### MINIMUM HIRING RATE

A new employee's rate shall be increased in line with progress until they reach qualified rate, but in any event this period shall not exceed six (6) months. This provision shall not necessarily apply to the Painter-Insulator, the fixing, and the maintenance classifications.

The maximum period in which the Painter-Insulator, the Loom and Unifil Fixer, and the Fixer-Twisting; Drawtwist; Spin. Take-up classifications will reach qualif led rate will be twelve (12) months.

The maximum period in which the maintenance classification will reach a maximum of forty (40) cents below qualified rate (Category M-1) will be twenty-four (24) months. The maximum period for reaching qualified rate (Category M-1) will be thirty-six (36) months.

MAINTENANCE CATEGORY QUALIFICATIONS

CATEGORY

**QUALIFICATIONS** 

M-l

Qualified maintenance person as on present system (electrician, machinist, mechanic) but not trained for back-shift mechanical or weekend electrical coverage or any special special skills or licences as outlined below for M-2A.

M-2A

Qualified maintenance person (M-l) with special qualifications or licences as shown below is eligible for a maximum of 30 cents total in addition to M-l rate:

Machinist - 25 cents for qualified machinist (i.e. apprenticeship or seven (7) years experience) and/or

- 5 cents for welding course or approved course in electrical maintenance (certificate from Community College or other approved training center).
- Electrician 25 cents for provincial electrical licence or seven (7) years experience and/or
  - 5 cents for instrumentation course or welding course (certificate from Community College or other approved training center) or
  - 15 cents for diploma in instrumentatiom(2 year course)
  - 10 cents for two (2) years practical experience plus diploma in instrumentation and/or
  - 5 cents for welding course or approved course in electrical maintenance (certificate from Community College or other approved training center)

Mechanic - 25 cents for licensed welder or millwright or seven (7) years experience as a mechanic (which may include 50% of up to seven (7) years experience, rounded to nearest 1/2 year, as an in-plant fixer) and/or

- 5 cents per approved course in electrical maintenance (certificate from Community College or other approved training center) up to a maximum of 10 cents and/or
- 5 cents for two (2) years continuous practical experience on twelve (12) hour shifts as a Firestone mechanic.

M-2BI

Category I - Qualified maintenance person (M-l) with or without special certification of licence (i.e. not necessarily qualified for (M-2A) but with essential cross training to handle back-shift mechanical or weekend electrical coverage if called upon. Qualified as outlined in Appendix A, Category I). The maximum rate in Category M-2BI is the M2A maximum rate plus 20 cents.

M-2BII

Category II - Qualified to competently handle back-shift mechanical coverage (i.e. meets requirements outlined in Appendix A, Category II in addition to M-2BI qualifications) or weekend electrical coverage, without direct supervision. The maximum rate in Category M-2BII is the M-2BI maximum rate plus 20 cents.

For calculation purposes, any increase will be applied to M-2BII (maximum) first, then subtract 20 cents for M-2BI rate, then another 20 cents for M-2A rate, then another 30 cents for the M-1 rate.

Testing for categories M-2BI and M-2BII will be done based on procedures contained in Appendices A and B dated December 10, 1980 and given to the Union Executive.

#### WAGE AGREEMENT

This Agreement made and entered into as of this day of 1990, between Firestone Textiles Company, a Division of Bridgestone/Firestone Canada Inc., Woodstock, Ontario, hereinafter designated as "the Company" and the United Textile Workers of America, Local No. 115, hereinafter designated as "the Union".

The general wage scale having been negotiated, it is hereby mutually agreed:

- 1. The Company will make wage increases to employees covered by the Collective Agreement in the amounts and effective on the following dates:
  - A. Effective December 10, 1989, \$0.62 per hour to existing rates
  - B. Effective December 09, 1990, \$0.63 per hour to existing rates
  - C. Effective December 08, 1991, \$0.65 per hour to existing rates

(All of the above are exclusive of accumulated C.O.L.A.)

- 2. In consideration of improvements and adjustments detailed below under item #5A, the parties agree that six (06) cents shall be deducted from the existing accumulated C.O.L.A. of sixty-six (66) cents. The remaining sixty (60) cents shall continue as a C.O.L.A. float for the first and second years of the Agreement. In consideration of the improvement detailed below under item #5A4, the parties agree that four (4) cents shall be deducted from the existing C.O.L.A. of sixty (60) cents. The remaining fifty-six (56) cents shall continue as a C.O.L.A. float for the third year of the Agreement.
- 3. The C.O.L.A. clause that existed in the previous Agreement effective December 18, 1986 will remain inactive for the duration of the current Agreement. The C.O.L.A. float of sixty (60) cents in the first and second years and fifty-six (56) cents in the third year of the current agreement will be paid on a lump sum basis in addition to the straight time hourly earnings of each employee. This allowance will be paid on all hours worked. However, the allowance shall not be included in the computation of overtime premium. This allowance shall be included in the computation of pay for unworked statutory holidays and bereavement leave, but shall not be included in any other pay for time not worked. The schedule for the payment of the C.O.L.A. will be as follows:

#### A. Payment Period

12/10/89 -	03/03/90
03/04/90 -	06/02/90
06/03/90 -	09/08/90
09/09/90 -	12/08/90
12/09/90 -	03/09/91
03/10/91 -	06/08/91
06/09/91 -	09/14/91
09/15/91 -	12/07/91
12/08/91 - 03/08/92 - 06/14/92 - 09/13/92 -	03/07/92 06/13/92 09/12/92 12/12/92

#### Payment Date

March 22, 1990
June 22, 1990
September 21, 1990
December 21, 1990

March 22, 1991
June 21, 1991
September 27, 1991
December 20, 1991

March 20, 1992
June 26, 1992
September 25, 1992
December 23, 1992

- 4. Crew Premium changes are as follows:
  - effective December 9, 1990 8 cents per hour added to existing crew premium rates
  - effective December 8, 1991 8 cents per hour added to existing crew premium rates
- 5. A. Benefits and improvements to be carved out of existing accumulated C.O.L.A. are:
  - 1) Vacations:

20	years	but	less	than	23	years	1	0%
23	years	but	less	than	25	years	1	1%
25	years						1	2%

2) Dental Plan:

let year of Agreement change from 1986 to 1989 O.D.A. 2nd year of Agreement change from 1989 to 1990 O.D.A. 3rd year of Agreement change from 1990 to 1991 O.D.A. Add Rider #2 to plan - dentures, 50%/50% payment

- 3) Vision Plan:
  Change from \$80/24 months to \$100/24 months
- 4) Personal Holiday:
  3rd year of Agreement, add one additional personal holiday
- **B.** Benefits and improvements not carved out of existing accumulated **C.O.L.A.** are:
  - 1) Night Shift Bonus afternoon shift night shift 29 cents 12 hour shift 35.3 cents
  - 2) Safety Shoes change from \$3.75/month to \$4.25/month in 1st year and from \$4.25/month to \$4.50/month in 3rd year
  - 3) Day Surgery pay A & S benefits from 1st day for defined list of surgical procedures
  - 4) Accident & Sickness Benefit increased from maximum of \$318/week to maximum of \$384/week
  - 5) Overtime worked on designated paid holidays shall be paid at half time above the normal holiday rate

In witness whereof the parties have affixed their signature this day 27 of June , 1990.

FOR THE COMPANY:

Firestone Textiles Company

A Division of

Bridgestone/Firestone Canada Inc.

FOR THE UNION:

The United Textile Workers of America, Local 115

Kon Muplowka

W/Musak Deil

Herry Boulton.
Russell Turn
Merry Morrison.

#### MAINTENANCE DEPARTMENT RELIEF PLANTS NOS. 2 AND 3

UNSCHEDULED ABSENTEEISM

A. For Night Shifts, Weekends or Holidays, Twelve-Hour Shifts:

The shift mechanic shall have the first opportunity to cover for unscheduled absenteeism. If that mechanic(s) cannot be reached or is not able to cover, then the qualified day shift mechanics can be called to cover in order of highest seniority. Then the day shift mechanic shall be paid time and one-half their hourly rate for all hours worked in excess of eight hours per day except for Saturday and holidays which will be time and one-half for all hours worked and double time for all hours worked on Sunday.

For Day Shifts, Monday through Friday, except Holidays, Twelve-Hour Shifts: В.

A qualified day shift mechanic will be required to work the twelve-hour shift and shall be paid for all hours worked in excess of eight hours at the rate of time and one-half. Overtime shall be distributed as evenly as possible among those performing such work.

Both parties reserve the right, should the above voluntary system fail, to revert to the system of coverage for unscheduled absenteeism as per the Current Agreement.

Subject to the above statement, this memorandum shall remain in effect for the duration of the Agreement dated

FOR THE COMPANY

FOR THE UNION

Holman

Industrial Relations Rep.

G. Boulton, President
U.T.W.A., Local 115

Date

Date

June 27/90

# MAINTENANCE DEPARTMENT RELIEF PLANTS NOS. 2 AND 3

#### SCHEDULED ABSENTEEISM

When eight (8) hour general maintenance employees provide coverage for scheduled absenteeism of twelve (12) hour rotating shift general maintenance employees, for less than a period of fourteen (14) calendar days on the same shift, payment will be made at the rate of one and one-half for all hours worked in excess of eight (8) hours per day. Hours worked on Saturdays, Sundays and Holidays will be paid as per the current Agreement.

For coverage in excess of the above, employee is considered as regular twelve (12) hour rotating shift employee and will be paid accordingly for the whole period of coverage.

This memorandum shall remain in effect for the duration of the Agreement dated

FOR THE COMPANY

FOR THE UNION

Industrial Relations Rep.

U.T.W.A., Local 115

June 27/20

#### PERSONAL HOLIDAYS PLANTS NOS. 2 AND 3

The Company and the Union agree that the three (3) personal holidays in each calendar year except in the third year (1992) when four (4) personal holidays shall be granted as individual days on the following basis:

- 1. The groups, classifications and/or group(s) of classifications to be considered for purposes of this Agreement are:
  - (A) Shipper-Receiver; Assistant Stores, Shipping-Receiving
  - (B) Storekeeper
  - (C) Inspector; Assistant Utility
  - (D) Cleaner-Janitor Plant No. 2
  - (E) Cleaner-Janitor Plant No. 3
  - (F) Fixer Twisting, Drawtwist and Spinning Take-up
  - (G) Electrician
  - (H) Machinist
  - (I) Mechanic
  - (J) Painter-Insulator
  - (K) Shift Workers
- 2. A maximum of one (1) employee from each of A,B,C,D,E, & J listed above and a maximum of two (2) employees from each of F,G,H, & I listed above may be off on any given day unless approval by exception is granted.

Employees in **(K)** listed above will be permitted to schedule personal holidays on an individual basis, according to seniority with the following restrictions:

- (1) For job classifications with four (4) or less people, no more than one (1) employee may be off on any given day.
- (2) For job classifications with more than four (4) but less than nine (9) people, no more than two (2) employees, with a maximum of one (1) employee per shift, may be off on any given day.

(3) For job classifications with nine (9) or more people, no more than four (4) employees, with a maximum of one (1) employee per shift, may be off on any given day.

If it is known (prior to the required notice time) that another employee will be off work due to sickness or accident on the day requested for the personal holiday, then the number of employees allowed off as indicated above on that day will be reduced accordingly.

- 3. Any requests for personal holidays in conjunction with paid holidays will be awarded on the basis of seniority, provided a minimum of one (1) week's notice is given on the form provided. Any previously scheduled vacation time will take priority over personal holidays regardless of seniority.
- 4. Other requests will be awarded on the basis of first come, first served.

  Employees must request these holidays at least three (3) working days in advance on the form provided unless approval is given by the employee's supervisor. Written approval will be given within one (1) working day. Any previously scheduled vacation time will take priority over personal holidays regardless of seniority.
- Only two of the above holidays may be taken prior to July 1st of each calendar year, unless approval is given by the employee's supervisor to take all holidays before July 1st.
- 6. Employees must have scheduled all holidays for the current calendar year prior to November 1st of the current year. Any holiday not taken during the calendar year will be forfeited. In that case, payment will be made for the holiday(s).
- holidays (four (4) in 1992) during the calendar year in which they are hired. Employees hired on or after July 1st are eligible for only one (1) personal holiday (two (2) in 1992) during the calendar year in which they are hired. In order to be eligible for the holidays and to qualify for payment, in addition to the above, employees must comply with the applicable clauses of Article 6 of the Agreement.

at their qualified rate, exclusive o	f all premiums, for the three personal
holidays (four (4) in 1992), provide	ed they do not work on the personal holiday.
This memorandum shall remain in effect for	or the duration of the Agreement
dated	
FOR THE COMPANY	DOD MAIN INTOX.
FOR THE COMPANY:	FOR THE UNION: Yary Boulton
Deto	per (
Date 27/90	Date/ Date/ 1990

Twelve (12) hour shift employees will receive payment for twelve (12) hours

8.

The Company and the Union agree that the Memorandum of Agreement "B" on the subject of "super seniority" dated January 4, 1984 shall remain in effect until all employees with "super seniority" are off the seniority lists.

FOR THE COMPANY:

FOR THE UNION:

). Holman

Industrial Relations Rep.

Tune 27/90

G. Boulton, President

U.T.W.A. Local 115 Plant Nos. 2 and 3

Date

#### SCHEDULE "B"

# STANDARD DEPARTMENTAL SHIFT HOURS

(a) On jobs requiring 3 shift operations:

Day shift 7:00 a.m. to 3:00 p.m.

Evening shift 3:00 p.m. to 11:00 p.m.

Night shift 11:00 p·m. to 7:00 a.m.

(b) On jobs requiring 2 shift operations:

Day shift 7:00 a.m. to 3:30 p.m.

Evening shift 3:30 p.m. to 12:00 midnight

(c) On jobs requiring 1 shift operation:

Day shift 7:00 a.m. to 3:30 p.m.

It is understood that on continuous 3 shift operations, employees shall relieve one another during the one-half (1/2) hour lunch period, wherever possible. Where it is not possible for employees to relieve one another, relief will be provided during the lunch period. It is understood that employees' earnings shall not be reduced by reason of this one-half (1/2) hour lunch period.

When 8-hour shift employees are required to work a minimum of three and one-half (3-1/2) hours overtime after the completion of their normal shift the employees will be paid for their lunch period.

It is understood that production operations will be continuous, with four shifts, A, B, C, and D operating on the twelve (12) hour shift schedule. Notwithstanding the company's right to increase or decrease the number of shifts operating on either the eight (8) hour non-rotating schedule and/or the four (4) shift twelve (12) hour schedule, the parties agree as follows:

If a full seven-day operation is not needed in all areas to meet production requirements, the company may operate any plant area(s) on 8 hour shift(s) as above, Monday through Friday, but always maintain some portion of the workforce on the job classifications listed below on the continuous four (4) shift

SC'rdule.

Twister Tender

Twister Operator

General Utility

Tire Cord Weaver

Tire Cord Fixer

Polymer Operator

Spinning Take-up Operator

Drawtwist Operator

Shift Mechanic

When production requirements necessitate a change in shift schedules between 12 hours - 7 days per week and 8 hours - 5 days per week, the company will provide a minimum of two (2) weeks notice to those employees who would be affected. Any such change will remain in effect for a minimum of three (3) months unless a shorter time period is mutually agreed to by both parties.

When a change in shift schedules between 12 hours - 7 days per week and 8 hours - 5 days per week is to be implemented, placement of affected employees will be handled as follows:

(1) For employees affected by the shift schedule change, the procedure followed for applying their seniority will be the same as in the event of an entire shift being eliminated or added.

PROCEDURE FOR ELIMINATING SHIFT(S) DUE TO SHIFT SCHEDULE CHANGE:

- Employee(s) who do not want to change shift schedules may apply seniority in accordance with Clause 9.05 to displace a less senior employee in any classification working on that same shift,
- 2. If no job can be obtained on that same shift schedule and the employee will be changing shift schedules, they must fill any vacancy in the job classification they are in at the time of the shift schedule change.
- 3. If unsuccessful under number 2. above, employee(s) may then apply seniority to obtain any job outside of their classification on the new

shift schedule in accordance with Clause 9.05.

PROCEDURE FOR ADDING SHIFT(S) DUE TO SHIFT SCHEDULE CHANGE:

- 1. An employee who has changed jobs as a result of a change in shift schedules will have the option of exercising seniority to return to the job classification in which they were qualified prior to the shift schedule change.
- 2. Any employee who does not want to change shift schedules may apply seniority in accordance with Clause 9.05 to displace a less senior employee in any classification working on that same shift schedule.
- 3. If no job can be obtained on that same shift schedule and the employee will be changing shift schedules, they must fill any vacancy in the job classification they are in at the time of the shift schedule change unless they have exercised their option under number 1. above.
- 4. If unsuccessful under number 3. above, employee(s) may then apply seniority to obtain any job outside of their classification on the new shift schedule in accordance with Clause 9.05.
- (2) After all employees affected by the shift schedule change have exercised their seniority to obtain a job, all remaining vacancies will be posted in accordance with Article 9.12.

It is understood that employees in the electrical department will be required to work a three (3) week rotating shift schedule.

It is understood that certain employees in the fixer - twisting; drawtwist; spinning take-up classification may, at the company's discretion, be required to work a three (3) week rotating day shift schedule.

The Union and the Company agree to and recognise that the schedules of work that exist in various departments will remain in effect for the incumbent and may be changed or introduced in other areas if there is mutual agreement between the Union and the Company.

#### SCHEDULE "C"

- I. A. GROUP INSURANCE
- 1. STANDARD GROUP LIFE INSURANCE FOR EMPLOYEES

Effective June 1, 1987

- 1) Employees will be insured for \$15,000.
- 2) In the event an employee shall, on or after June 1, 1987 and prior to attaining age 65, become permanently and totally disabled, by bodily injury or disease, and upon due proof of such disability, the full amount of Life Insurance (but not Accidental Death and Dismemberment Insurance) shall be continued in force for the period of such disability (subject to the furnishing of due proof of its continuance), until termination of disability or until they attain the age 65 whichever shall first occur.

NOTE: Refer to certificate - Prudential Insurance Company of Canada (Page . ..).

2. STANDARD NON-OCCUPATIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR EMPLOYEES

Effective June 1, 1987

- 1) Employees will be insured for \$15,000.
- 2) The full amount of the Accidental death and Dismemberment Insurance Benefit shall be payable if a non-occupational accident causes the loss of:

Life

Both Hands

Both Feet

Sight of Both Eyes

One Hand and One Foot

One Hand and Sight of One Eye

One Foot and Sight of One Eye

One-half of such amount shall be payable if a non-occupational accident causes the loss of one hand, one foot, or the sight of one eye; provided, however, that the full amount will be paid only once to or on account of any employee.

The Accidental Death and Dismemberment Insurance benefit shall be payable only when death or dismemberment occurs within six (6) months of the accident,

NOTE: Refer to certificate - Prudential Insurance Company of Canada (Page...).

#### **3.** RETIREMENT

Group Life Insurance will be continued in the reduced amount of \$5,000 for employees on the effective date of an employee's retirement, or the first of the month following attainment of age 65 for a disabled employee.

#### **B.** INCOME PROTECTION

#### STANDARD NON-OCCUPATIONAL ACCIDENT AND SICKNESS BENEFITS FOR EMPLOYEES

# Effective April 1, 1990

- For disabilities occurring after April 1, 1990, the weekly benefit will be 66-2/3% of gross weekly earnings (V.I. maximum \$384). An income tax deduction will be made from this calculation.
  - Should the earnings index under the Unemployment Insurance Act change the criteria for maximum benefits, the Company may elect to adjust the maximum weekly benefit of \$384 to the extent of maintaining the minimum qualification requirements of the Weekly Indemnity Plan for premium reductions under the Unemployment Insurance Act.
  - In consideration of the improved weekly indemnity benefits, the Union and the employees agree that the entire amount of rebate due to any reduced Unemployment Insurance Premium, if the Plan is approved, shall be retained by the Company.
- 2. Benefits will be paid to eligible employees unable to work due to an accident or sickness not covered by a Workers' Compensation Act. The employee must be under the care of a doctor licensed to practise medicine. Should an employee sustain an occupational accident and return to full-time work without

having been absent for a sufficient length of time to qualify for compensation for lost time under the Workers' Compensation Act, they shall be entitled to receive such benefit under this section as they would have been entitled to receive had such accident been a non-occupational one.

3. Benefits will be payable from the first day of disability due to an accident and from the first day due to sickness if hospitalization is required, or if in and out of a Hospital or Outpatient Surgery Center within the same day due to a Covered Ambulatory Surgical Procedure herein listed and from the eighth day of disability due to sickness.

Covered Ambulatory Surgical Procedures: Arthroscopy, Biopsy (mouth, breast, skin, prostate and uterine cervix), Bronchoscopy, Cataract Surgery, D&C (dilation and curettage of the uterus), Hemorrhoidectomy, Hernia Repair, Laryngoscopy (with vocal cord stripping), Laparascopy-Diagnostic or Tubal Ligation, Myringotomy (Tympanotomy), Nasal Polypectomy, Tonsillectomy-Adenoidectomy, Tubal Ligation, Vasectomy.

Note: We reserve the right to modify this list at any time, when warranted by the advancement of medical technology.

Benefits will continue to be paid for the duration of the disability not to exceed twenty-six (26) weeks for each period of disability.

Benefits will not be paid for disabilities in respect of pregnancy for any period during which the employee is entitled to a leave of absence due to pregnancy as provided in clause 9.16 of the current Agreement.

4. Periods of disability due to the same cause will be considered the same period of disability unless separated by return to full-time work for at least two weeks. Periods of disability due to different causes will be considered different periods of disability if separated by return to full-time work.

#### C. SICK BENEFITS

HOSPITAL EXPENSE AND MEDICAL/SURGICAL BENEFITS FOR EMPLOYEES AND DEPENDENTS

1. Standard Ward Hospital Benefits.

- (a) Standard Ward Hospital Benefits and Medical/Surgical Benefits otherwise referred to as insured services, are provided in accordance with The Health Insurance Act of the Province of Ontario, and the Regulations thereunder.
- (b) Except as hereinafter provided, the Company assumes the monthly cost for the insured services on behalf of each employee eligible to receive these benefits.

#### TEE PRUDENTIAL INSURANCE COMPANY OF AMERICA

(Herein called Prudential)

#### EMPLOYEES INSURED

Classes Eligible for Insurance - Employees to whom the Plan Booklet applies.

Becoming Insured - Each full-time Employee automatically becomes insured for Life and Accidental Death and Dismemberment Insurance on the first day actively at work on full-time (except as provided in the Plan Booklet) on or after the later of

(i) April 1, 1990 and (ii) the date of completion of three months of continuous service. If, however, an individual policy of life insurance obtained by exercising their conversion privilege of the Group Policy is in force, evidence of insurability satisfacatory to Prudential is required to become insured for the group life insurance under the Group Policy.

#### SCHEDULE OF BENEFITS

Life Insurance and Accidental Death and Dismembership Insurance — are summarized herein. For a further description of the coverage see the Plan Booklet.

Life	Accidental Death and Dismemberment
Insurance*	Insurance*
\$15,000	\$15,000

<sup>\*</sup> Subject to reduction upon retirement, or the first of the month following attainment of age 65 for a disabled employee, in accordance with the provisions of the Plan Booklet.

#### GROUP LIFE INSURANCE

Upon receipt of due proof of the death of an Employee while covered, Group Life Insurance will be paid to their beneficiary.

Conversion Privilege - If an Employee's employment terminates, they may change all or part of their Group Life Insurance to an individual policy by making application to Prudential and paying the first premium within thirty-one days following termination. Employees may select any type of individual policy then customarily being issued by Prudential, except term insurance. The policy will be one of life insurance only and will not contain disability or other supplementary benefits. It

will be made effective at the end of the 31-day period. The premiums will be based up-a age and class of risk at that time. If an Employee's insurance is being reduced pursuant to the table foot-note in the Schedule of Benefits, they may change insurance lost through reductions to an individual policy just as if employment were terminating; its amount may not exceed the total amount of such reduction. If the Group Policy is terminated and the employee has been continuously insured for at least five years under the Group Life Insurance, they may change their insurance to an individual policy just as though employment were then terminating, but its amount may not exceed the lesser of (a) \$7,500 and (b) the amount of his Group Life Insurance reduced by any group insurance which replaces it within 31 days. If the employee dies during the 31-day period in which they may convert their insurance to an individual policy, the amount of Group Life Insurance that might otherwise have been converted will be paid to their beneficiary, whether or not they have made application for the conversion. The individual policy will be in place of all benefits under the Group Life Insurance.

Mode of Settlement - A mode of settlement other than lump sum payment may be arranged with Prudent ial, subject to the provisions of the Group Policy, for all or a part of the Group Life Insurance payable at an Employee's death. Information about the modes of settlement available may be obtained from Prudential upon request to the Employer.

#### GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Upon receipt of due proof of a loss specified in the Plan Booklet, Prudential will pay to the Employee, if living, otherwise to their beneficiary, the applicable benefit, as provided by the said Booklet. The loss must occur while the Employee is insured and within six months after an injury was incurred. If insurance ceased due to termination of employment and an injury was incurred while the Participant was insured, payment will be made if a loss is sustained within the thirty-one day period following such termination. The loss must be the result, directly and independently of all other causes, of bodily injuries effected solely through external, violent

ar' accidental means.

Exclusions and Reductions - In addition to the limitation shown in the Plan Booklet. the insurance does not cover any loss which results from or is caused, directly or indirectly, by (a) suicide, while sane or insane; (b) a state of war, any act of war, or an insurrection, or participating in a riot; (c) disease or bodily or mental infirmity, or medical or surgical treatment thereof, or ptomaine or bacterial infection, except only septic infection of and through a visible wound accidentally sustained; or (d) operating or riding in any kind of aircraft except as a passenger on a regularly scheduled passenger flight of a commercial aircraft. Claims - All benefits will be paid immediately upon receipt of written proof covering the occurrence, character and extent of the event for which claim is made. Prudential will have the right and opportunity to examine the person of the Employee when and so often as it may reasonably require during the pendancy of claim and in case of death, to investigate the circumstances of death, to examine the body and, unless prohibited by law, to make an autopsy before or after burial. Beneficiary - The Beneficiary shall be the person so designated by the Employee on a form furnished by or satisfactory to Prudential and filed with the Employer. However, the Insurance Company may pay certain amounts, as provided by the Group Policy, to certain individuals by reasons of an individual's having incurred expense on behalf of the Employee or for burial or by reason of the Beneficiary being a minor or otherwise incapable of giving a valid release for any payment due. Except in the case of designations of preferred Beneficiaries made prior to July 1. 1962, the Employee may at any time, without the consent of their present Beneficiary, change Beneficiary by filing written notice through the Employer on a form furnished by or satisfactory to Prudential. The new designation will take effect on the date the notice was signed, but without prejudice to Prudential on account of any payment made by it before the notice of change has been received. If the Employee names more than one Beneficiary, settlement will be made in equal share to each of the Beneficiaries (or Beneficiary) who survive the Employee unless the Employee provides otherwise in the designation. Any amount of insurance for which

t' 'e is no designated Beneficiary at the death of the Employee will be paid to the estate of the Employee.

Assignment - The Life and Accidental Death and Dismemberment insurance described herein is assignable only to the extent, if any, indicated in the Group Policy.

This certificate, which is merely evidence of insurance provided under the Group Policy, is furnished in accordance with, and subject in every respect to, the Group Policy which alone constitutes the agreement under which payments are made.

# THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

#### II. A. EXTENDED **HEALTH** CARE

Blue Cross Extended Health Care Plan Benefits with a deductible in a benefit year of \$5.00 under a single contract and \$10.00 under a family contract, is provided for all employees and their dependents, under this Agreement. Please refer to your Blue Cross benefit booklet for various benefits covered under this plan which includes prescription drugs and the difference between the daily standard ward rate and the daily semi-private/or private room rate for accommodation in a public general hospital.

#### **B.** DENTAL PLAN BENEFITS

Blue Cross Preventive Basic Dental Care Plan No. 7 plus Rider No. 1 are provided for all single employees and all married employees and their dependents, with no deductible and no shared risk. Blue Cross Rider No. 2 is provided for all single employees and all married employees and their dependents, with no deductible and a 50%/50% shared risk. Blue Cross Rider No. 3 is provided for all married employees and their dependents, with no deductible, a 50%/50% shared risk and an overall lifetime maximum payable per person of \$1,000. All benefits are

bered on payment up to the 1989 Ontario Dental Association fee guide, effective April 1, 1990 and until December 31, 1990\*. Please refer to your Blue Cross benefit booklet for description of available benefits.

\* Effective January 1, 1991, all benefits are based on payment up to the 1990 Ontario Dental Association fee guide. Effective January 1, 1992, all benefits are based on payment up to the 1991 Ontario Dental Association fee guide.

#### C. VISION PLAN BENEFITS

Blue Cross Vision Plan provides a benefit for all employees and eligible dependents up to a maximum of \$100 in any period of 24 consecutive months. This benefit is payable for eyeglasses (frames and/or lenses including contact lenses) or replacement glasses which are prescribed. It also covers cost of repairs to existing glasses. Plan is effective April 1, 1990. Please refer to your Blue Cross benefit booklet for description of available benefits.

#### III. A. ELIGIBILITY FOR BENEFITS

- 1. Unless otherwise provided, active employees will become insured on the first day on which they are actively at work following the completion of three (3) months service. Employees not actively at work on the date their coverage would otherwise become effective will immediately become insured upon their return to active work. The foregoing shall not be construed to exclude employees from coverage who are on vacation, leave of absence for Union activities or who are working less than their standard shift.
- 2. Coverage for employee's dependents will become effective on the same date as the employee's coverage except that if a dependent is confined in a hospital when the insurance for that dependent would otherwise become effective, the insurance will become effective upon final discharge from the hospital. However, a new born child will become immediately eligible as a dependent.

Eligible dependents are the spouse of the employee and unmarried children less than 21 years of age. There shall be no duplication of benefits under any Company furnished insurance plan.

#### **B.** LAYOFF OR LEAVE OF ABSENCE

An employee who is laid off due to lack of work, or granted a leave of absence (except for military service) will have insurance coverage continued to the end of the calendar month following the month during which layoff occurs.

You may continue your Group Life Insurance for a maximum of three months by making request to the Company and contributing \$0.60 per month per \$1,000 of Life Insurance. Contributions must be made in advance. When you are reemployed with credit for prior service the Accidental Death and Dismemberment, the Accident and Sickness, the Additional Hospital Expense Benefits, the Extended Health Care Plan Benefits, the Dental Plan Benefits and the Vision Plan Benefits Insurance will be immediately reinstated. The Group Life Insurance will also be reinstated if it has been cancelled.

#### **C.** INJURY OR SICKNESS

Employees off work due to injury or sickness will continue to be insured subject to the provisions of the Plan, during the period in which they accumulate seniority, but not to exceed one year.

#### **D.** TERMINATION OF BENEFITS

- 1. Except as described in the "Layoff", "Leave of Absence", "Injury and Sickness" and "Retirement" Sections above, all insurance will terminate when employment with the Company terminates except as follows:
  - (a) The Life Insurance coverage will be continued in force for **31** days following termination of employment.
  - (b) The Accidental Death and Dismemberment coverage will be continued in force for 31 days following termination of employment.

- 2. Each employee shall enroll dependents on a form or forms to be provided by the Company and shall thereafter give immediate notice of any change of dependent status. Failure to give such notice may be grounds for a denial of the benefits provided herein until such notice is given and such dependent becomes eligible for benefits.
- 3. The Plan as described herein may be appropriately modified or terminated where necessitated by Federal or Provincial Statute or Regulation. The benefits provided herein shall be reduced when and to the extent they are hereafter duplicated or supplemented in whole or in part by Federal or Provincial Statute or Regulation.

However, should the terms and conditions of the coverage referred to in Section I.C.1(a) of Schedule "C" be varied, extended, or restricted in more than a nominal manner by Federal or Provincial Statute or Regulation, the Company or the Union may terminate the agreement to provide the Insurance Benefits described in Schedule "C" upon thirty (30) days written notice. Upon the giving of such notice the parties hereto shall promptly enter into negotiations in an effort to agree upon such benefits as are to be continued in effect.

This Certificate replaces any certificate previously issued to the Employee with respect to the Group Coverage Summarized.

#### IV. A. NON-CONTRIBUTORY RETIREMENT INCOME PLAN

This plan is provided to employees who have completed at least one year of Company service and are under age 65. The Company shall contribute the amounts necessary to provide each employee at normal retirement date with an annual pension of .93% (62% of 1.5%) of qualified rate multiplied by the sum of the hours worked after May 1, 1984 and vacation entitlement hours after May 1, 1984. Each employee is entitled

to all benefits earned after completion of ten (10) years of employment.

All contributions made under the previous contributory retirement income plan will remain in the plan and the benefits earned will be added to the benefits under the new plan to determine the total retirement income.