

A G R E E M E N T

BETWEEN

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

AND

**THE UNITED FOOD
AND COMMERCIAL
WORKERS TEXTILE COUNCIL
(UFCW - CUTWA)**

LOCAL 115 - T

**December 15, 1996
to
December 11, 1999**

00809 (06)

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LOCAL 115 - T OF THE
UNITED FOOD AND COMMERCIAL WORKERS
TEXTILE COUNCIL (UFCW - CUTWA)

and

FIRESTONE TEXTILES COMPANY

Both **recognize** the importance of and support a harmonious working relationship built on Trust, Team Work, Respect, and Openness. 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.

Terry Hoare
President
UFCW - CUTWA
LOCAL 115-T

Bill Muzak
Factory Manager
FIRESTONE TEXTILES
COMPANY

This Agreement made and entered into as of this **14th** day of April **1997** between Firestone Textiles Company, A Division of **Bridgestone/Firestone** Canada Inc., Woodstock, Ontario, hereinafter designated as "the Company" and the United Food and Commercial Workers - Textile Council Local No. **115-T**, hereinafter designated as "the Union".

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

ARTICLE 1

RECOGNITION

1.01 The Company **recognizes** the Union as the exclusive voluntary collective bargaining agency for all hourly rated and piecework 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 of 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 defined 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 developmental purposes.
- (c) Emergencies expressly limited to return to normal production following a tire, 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.

ARTICLE 2

UNION REPRESENTATIVE

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 all 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,

ARTICLE 3

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 Holidays:

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

patties. 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 and 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 exceed 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 **arbitrable**, 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 **640** hours 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 **640** hours 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.

ARTICLE 4

ARBITRATION

4.01 **Either** party may notify the other, in writing, of its desire to submit any matter concerning the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is **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 within 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.

ARTICLE 5

HOURS OF WORK 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.

Once overtime is accepted, employees must meet all obligations of working those hours, similar to their normal schedule.

In the event scheduled overtime must be cancelled by the company, **72 hours'** notice will be given prior to the scheduled day of overtime, if not, the scheduled employee will be given the option of working or refusing the overtime day.

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 Saturdays.

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.

5.02 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 employees 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**.

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 continuous 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 an 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. If

overtime is 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 overtime, 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 considered scheduled overtime and at least **24** hours 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 RELIEF

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.

5.05 Any employee called in to work at any time after the close of their regular 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 Overtime" 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.

ARTICLE 6

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 Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Boxing Day	

Four **(4)** additional paid holidays are to be taken as personal holidays each year.

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.

(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 holiday. 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:

1. Death in the immediate family of the employee.
2. Sickness-evidenced by a doctors certificate or other evidence 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 Christmas Day in which case payment will be at double time.

6.04 All overtime worked on the above designated paid holidays shall be **paid at** double time except when

- (a) a holiday falls on a Sunday
- (b) an employee works on Christmas Day

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 bereavement 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 request 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:

1. Employees must notify their supervisor 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.

ARTICLE 7

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.

7.04 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.

ARTICLE 8

VACATIONS

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

<u>Service</u>	<u>Vacation Time</u>	<u>Vacation Pay</u>
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%

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 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**.

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:

1. 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 **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, 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.
4. For job classifications with twenty one (21) or more people, no more than eight (8) employees, with a maximum of two (2) employees per shift, be absent for vacation at any given time.

The above restrictions in **8.03 (b)** may be altered with company approval but not more than six (6) employees per shift will 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) day electrician

- (e) twister fixing *
- (f) shift fixer .
- (g) shift electrician .

* exception -two (2) day **shift** mechanics, day shift fixers or day shift electricians may be off at the same time as **long** as no shift mechanic, shift fixer or shift electrician 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**.

Applications for vacation time other than preferred vacation time must be submitted at least two (2) weeks prior to the requested time-off, unless approval is given by the supervisor. A reply will be given by the following scheduled shift.

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.

8.05 Employees with seven (7) years seniority shall be entitled to up to thirty (30) days leave of absence without pay once every four and one half (4-1/2) 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.

ARTICLE 9

SENIORITY

9.01 Employees shall receive seniority privileges after they have **completed** a total of **640** hours worked, 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:

1. Voluntary resignation - 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 640 hours 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 occupational 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 Debts.**

(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 640 hours 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 640 hours' 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 the bargaining unit within a period of twelve (12) months shall return to their previous occupation and shift. They shall maintain seniority on the basis of Company service.

Otherwise such employee shall be required to return as a new hire with the exception of service related benefits.

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 fulfil 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 bargaining 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.

An **application** for transfer is considered as granted from the date of job posting. A maximum of two **(2)** transfers through job postings will be approved in any fifteen **(15)** month period. However, the employee will be given an opportunity to transfer if there are no other eligible employee(s) wishing to transfer to the classification in question before the company would recruit from outside.

(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.

1. 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. Licenses 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, shall return to their previous **occupation** and shift. 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 occupation and **shift**.

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 **qualified, 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 Doctors 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 of 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.

ARTICLE 10

GENERAL

10.01 The Union **recognizes** 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.

10.04 Once an employee has received **their initial** lump sum payment for safety shoes, they will then go onto the **credit** accumulation system which effective March **1, 1997** will **credit** them **\$7.00** per month.

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

ARTICLE 11

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.

ARTICLE 12

DURATION

12.01 This Agreement shall remain in force and effect until the ~~11th day of December 1999~~, 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 **14th** day of April **1997**.

Signed, Sealed and Delivered in the presence of:

FOR THE COMPANY:

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

I. BORIGHT

W. MUZAK

D. HOLMAN

FOR THE UNION:

THE UNITED FOOD AND COMMERCIAL WORKERS
TEXTILE COUNCIL,
LOCAL **115-T**

V. MUSTARD
UFCW-CUTWA Representative

T. HOARE

B. STEWART

B. REMINGTON

A. RAYMOND

G. BOULTON

SCHEDULE "A"

Date

I hereby order Firestone Textiles Company, A Division of **Bridgestone/** Firestone Canada inc. to deduct Union Dues in accordance 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

	Dec. 15/96	Dec. 14/97	Dec. 13/98	12 Hr. Crew Premium
Twister Tender	12.35	12.70	13.10	1.86
Twister Operator	12.27	12.62	13.02	1.83
Weaver	12.42	12.77	13.17	1.87
Loom Technician (Maximum)	13.74	14.09	14.49	2.12
Loom Technician - Overhauls (Maximum)	14.18	14.53	14.93	2.20
General Util - Cat I - Creeling, Splicing & Tying in	12.27	12.62	13.02	1.83
- Cat II - Cat I + Style Changes & Twisting	12.35	12.70	13.10	1.86
- Cat III - Cat II + Weaving	12.50	12.85	13.25	1.89
Assistant Utility	12.35	12.70	13.10	1.86
Cleaner - Janitor - Waste Control	12.10	12.45	12.85	1.80
Inspector	12.30	12.65	13.05	1.85
Reclaim Utility Operator	12.27	12.62	13.02	1.83
Spicer Operator	12.30	12.65	13.05	1.85
Winder	12.10	12.45	12.85	1.80
- Cat. I	12.25	12.60	13.00	1.82
Beamer Operator	12.35	12.70	13.10	1.86
Trainer	13.08	13.43	13.83	2.00

PLANT NO. 3

PLANT NO. 3 Drawtwist Operator	12.35	12.70	13.10	1.86
Spin. Take-up Operator	12.90	13.25	13.65	1.96
Polymer Operator	13.28	13.63	14.03	2.03
Cleaner - Janitor	11.97	12.32	12.72	1.78

SUPPLEMENTARY WAGE SCHEDULE
QUALIFIED RATES

PLANTS NOS. 2 AND 3

Sub Supervisor . . . Employees who assume additional responsibilities in the absence of a Supervisor will be paid one dollar (**\$1**) per hour in addition to their regular hourly rate.

These additional duties may Only be assumed for a period of not more than six (**6**) consecutive months at which time the employee will be removed from the bargaining unit, unless extended by mutual consent. if such employee returns to the bargaining unit they will return to their previous occupation and shift.

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 ail hours they operate a towmotor.

- Loom Technician	}	Receive ten (10) cents for
- Loom Technician - Overhaul	}	completing seven (7) years
- Fixer - Twisting ; Drawtwist;	}	experience in any combin-
Spin. Take-up)	ation of these classifications
- Fixer - Twisting; Drawtwist;	}	[Maximum rate in these
Spin. Take-up;	}	classifications includes this
Twister Overhaul	}	ten (10) cents.]

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 Technician, and the Fixer - Twisting; Drawtwist; Spin Take-up **classifications** will reach qualified 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-I) will be twenty-four (24) months. The maximum period for reaching qualified rate (Category M-I) will be thirty-six (36) months.

MAINTENANCE CATEGORY QUALIFICATIONS

CATEGORY	QUALIFICATIONS
M-I	Qualified maintenance person as on present system (electrician, machinist, mechanic) but not trained for back shift mechanical or weekend electrical coverage or any special skills or licences as outlined below for M-2A .
M-2A	Qualified maintenance person (M-I) with special qualifications or licences as shown below is eligible for a maximum of 30 cents total in addition to M-I 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 centre). 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 centre) or

- 15 cents for diploma in instrumentation (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 centre)

- 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 ½ year, as an in-plant fixer) and/or
 - 5 cents per approved course in electrical maintenance (certificate from Community College or other approved training centre) 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-I) 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-I 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 **14th** day of April **1997**, between Firestone Textiles Company, a Division of **Bridgestone/Firestone** Canada Inc., Woodstock, Ontario, hereinafter designated as "the Company" and the United Food and Commercial Workers - Textile Council, Local No. **115T**, 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 **15, 1996**, **\$0.35/hour** to existing rates

B. Effective December **14, 1997**, **\$0.35/hour** to existing rates

C. Effective December **13, 1998**, **\$0.40/hour** to existing rates

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

2. The **C.O.L.A.** clause that existed in the Collective Agreement effective December **18, 1986** will remain inactive for the duration of the current Agreement. The **C.O.L.A.** float of forty-seven (**47**) cents 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 **C.O.L.A.** will be as follows:

A. <u>Payment Period</u>	<u>Payment Date</u>
12/15/96 - 03/08/97	March 21, 1997
03/09/97 - 05/31/97	June 13, 1997
06/01/97 - 09/06/97	September 19, 1997
09/07/97 - 12/13/97	December 24, 1997
12/14/97 - 03/07/98	March 20, 1998
03/08/98 - 06/06/98	June 19, 1998
06/07/98 - 09/05/98	September 18, 1998
09/06/98 - 12/12/98	December 24, 1998
12/13/98 - 03/06/99	March 19, 1999
03/07/99 - 06/05/99	June 18, 1999
06/06/99 - 09/04/99	September 17, 1999
09/05/99 - 12/11/99	December 23, 1999

3. Benefits and improvements not carved out of existing accumulated **C.O.L.A.** are:

- 1) (a) Pension Improvements - **1/2%** Increase to contribution rates for years of service (as indicated in the pension agreement) in the **2nd** year.
- (b) **1/2%** increase to contribution rates for years of service (as indicated in the pension agreement) in the **3rd** year.
- 2) Safety Shoes - change from **\$5.25/month** to **\$7.00/month** in **1st** year of the agreement.
- 3) Dental Plan:
 - (a) **1st** year of agreement - change from **1995** to **1996 ODA**
 - 2nd** year of agreement
 - change from **1996** to **1997 ODA**
 - 3rd** year of agreement
 - change from **1997** to **1998 ODA**

- (b) Examination schedule change from 6 months to 9 months.
- 4) New Benefit - Chiropractic coverage - maximum **\$300.00/year**.
- 5) Vision care from **\$100/24** months to **\$150/24** months.

In witness whereof the parties have affixed their signature this 14th day of April, 1997.

FOR THE COMPANY:
Firestone Textiles Company
A Division of
Bridgestone/Firestone
Canada Inc.

Derek **Holman**
Industrial Relations
Manager

FOR THE UNION:
The United Food & Commercial
Workers Textile Council
Local **115-T**

Terry **Hoare**
UFCW -CUTW, Local 115-T

MEMORANDUM OF AGREEMENT

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 are 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.

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

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 April 14, 1997.

FOR THE COMPANY

FOR THE UNION

D. Holman
Industrial Relations Manager

T. Hoare, President
UFCW-CUTWA, Local 115-T

MEMORANDUM OF AGREEMENT

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

UNSCHEDULED 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 time 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 a 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 date April **14, 1997**.

FOR THE COMPANY

D. Holman
Industrial Relations Manager

FOR THE UNION

T. Hoare, President
UFCW-CUTWA, Local 115-T

MEMORANDUM OF AGREEMENT

PERSONAL HOLIDAYS

PLANTS NOS. 2 AND 3

The Company and the Union agree that the four **(4)** personal holidays in each calendar year 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 (I) 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 (I) 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.

(4) For job classifications with twenty one **(21)** or more people, no more than eight **(8)** employees, with a maximum of two **(2)** employees per shift, may be off on any given day, and not more than six **(6)** employees per shift.

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)** weeks 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.
5. 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 **1 st**.
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).

7. Employees hired prior to July **1st** are eligible for the four **(4)** personal holidays during the calendar year in which they are hired. Employees hired on or after July **1st** are eligible for only two **(2)** personal holidays 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.
8. Twelve **(12)** hour shift employees will receive payment for twelve **(12)** hours at their qualified rate, exclusive of all premiums, for the four **(4)** personal holidays, provided they do not work on the personal holiday.

This memorandum shall remain in effect for the duration of the Agreement dated April **14th, 1997**.

FOR THE COMPANY:

FOR THE UNION:

D. Holman
Industrial Relations
Manager

T. Hoare
UFCW-CUTWA
- Local 115-T

MEMORANDUM OF AGREEMENT

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:

D. Holman
Industrial Relations Manager

T. Hoare, President
UFCW-CUTWA, Local 115-T

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

It is understood that on continuous 3 shift operations, employees shall relieve one another during the one-half ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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 schedule.

Twister Tender
Twister Operator
General Utility
Weaver
Loom Technician
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:

- (A) 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:

1. 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.**

(B) 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 **recognize** 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 March 1, 1997

- 1) Employees will be insured for **\$25,000**.
- 2) In the event an employee shall, on or **after March 1, 1997** 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.

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

Effective March 1, 1997

- 1) Employees will be Insured for **\$25,000**.
- 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.

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 March **1, 1997**

- 1.** For disabilities occurring after March **1, 1997**, the weekly **benefit** will be **66-2/3%** of gross weekly earnings (up to the **E.I.** maximum). An income tax deduction will be made from this calculation.

Should the earnings index under the Employment insurance Act change the criteria for maximum benefits, the Company may **elect** to adjust the maximum weekly **benefit** to the extent of maintaining the minimum qualification requirements of the Weekly indemnity Plan for premium reductions under the Employment 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 Employment 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 practice 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 Centre 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**), Laparoscopy-Diagnostic or Tubal Ligation, **Miringotomy (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.

**LIBERTY MUTUAL INSURANCE GROUP
- LIBERTY HEALTH
(Herein called Liberty Health)**

Certifies that, subject to the terms and conditions of Group Policy No. **1075**, it provides the insurance referred to herein for certain employees of **BRIDGESTONE/FIRESTONE CANADA INC.** (Herein called the Employer.)

The "Plan Booklet" (as used herein) means Schedule "C" of the "Collective Labour-Agreement Booklet for Hourly-Rated Employees" dated April **14, 1997** issued to Employees by the Employer and containing the Collective Labour Agreement and Schedule "C" concluded by and between **Bridgestone/Firestone** Canada inc. for and on behalf of its manufacturing plant located at Woodstock, Ontario, and Local **115-T** of the United Food and Commercial Workers - Textile Council.

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 latter of (i) March 1, 1997 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 satisfactory to Liberty Health is required to become insured for the group life insurance under the Group Policy.

Termination of Insurance - The insurance will terminate if the **Employee** ceases to be a member of the coverage classes for the insurance, or the provisions for the coverage terminate, or employment terminates. An Employee's employment will be considered to terminate when no longer actively engaged in work on a **full-time** basis with the Employer. However, insurance under the Group Policy may be continued beyond termination of employment, subject to the continuation of premium payment therefore, as described in the Plan Booklet. In no event shall insurance be continued on an Employee absent from work because of membership in any military, naval or air force of any country.

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 insurance*	Accidental Death and Dismemberment insurance*
\$25,000	\$25,000

• 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 Liberty Health and paying the first premium within thirty-one days following termination. Employees may select any type of **individual** policy then customarily being issued by Liberty Health, 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 upon 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) **\$12,500** 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 Liberty Health, 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 Liberty Health upon request to the Employer.

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Upon receipt of due proof of a loss specified in the Plan Booklet, Liberty Health 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 and 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. Liberty Health will have the right and opportunity to examine the person of the Employee when and so often **as** it may reasonably require during the **pendency** 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 Liberty Health and filed with the Employer. However, the insurance Company may pay certain amounts, as provided by the Group Policy, to certain individuals by reason 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 Liberty Health. The new designation will take effect on the date the notice was signed, but without prejudice to Liberty Health 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 there 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.

II. A. EXTENDED HEALTH CARE

Liberty Health 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 the Liberty Health 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

Liberty Health 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. Liberty Health 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 and a 5 year maximum payable per person of **\$1,000.00**. Liberty Health 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**. Ail benefits are based on payment up to the **1996** Ontario Dental Association fee guide, effective March **1, 1997** and until December **31, 1997**. "Please refer to your Liberty Health benefit booklet for description of available benefits.

- * Effective January **1, 1998**, ail benefits are based on **payment** up to the **1997** Ontario Dental Association fee **guide**.
Effective January **1, 1999**, ail benefits are based on payment up to the **1998** Ontario Dental Association fee guide.

C. VISION PLAN BENEFITS

Liberty Health Vision Plan provides a benefit for all employees and eligible dependents up to a maximum of **\$150** 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 March **1, 1997**. **Please** refer to the Liberty Health 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.
3. **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 the monthly premiums for 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.I(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 DEFINED CONTRIBUTION PENSION 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 make required contributions (as outlined below) credited to each active member's Company Contribution Account. The applicable percent contribution rate is multiplied times the employee's rate of pay, times the hours worked each month.

Completed Years of Seniority	Contribution Rate Jan. 1, 1997	Contribution Rate Jan. 1, 1998	Contribution Rate Jan. 1, 1999
1 - 4	1.5%	2.0%	2.5%
5 - 9	1.7%	2.2%	2.7%
10 - 14	2.1%	2.6%	3.1%
15 - 19	2.6%	3.1%	3.6%
20 - 24	3.3%	3.8%	4.3%
25 - 29	4.3%	4.8%	5.3%
30 - 34	6.0%	6.5%	7.0%
35 or more	8.5%	9.0%	9.5%

In addition to the Company contribution, employees may elect to make contributions to the Plan. Such contributions, together with Company contributions, shall not exceed, in any Plan Year, the pension adjustment limit.

Each employee is entitled to all benefits earned after completion of two **(2)** years' membership in the Plan. 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.

The Plan text has authority in the event of **ambiguity** or conflict.

NOTE: investment options are available, see industrial Relations for details.

**12 HOUR ROTATING SCHEDULE
WOODSTOCK PLANTS
1997**

DAY

7:00 pm-7:00 am

7:00 am-7:00 pm

OFF

OFF

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A	C	C	B	B	D	D	D	A	A	C	C	B	B	B	D	D	A	A	C	C	C	B	B	D	D	A	A
B	D	D	A	A	C	C	C	B	B	D	D	A	A	A	C	C	B	B	D	D	D	A	A	C	C	B	B
C	A	A	C	C	A	A	A	C	C	A	A	C	C	C	A	A	C	C	A	A	A	C	C	A	A	C	C
D	B	B	D	D	B	B	B	D	D	B	B	D	D	D	B	B	D	D	B	B	B	D	D	B	B	D	D

							JANUARY																																				
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20	21	22	23	24	25	26	27	28	29	30	31	FEBRUARY																		10	11	12	13	14	15	16							
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17	18	19	20	21	22	23	24	25	26	27	28	MARCH																		10	11	12	13	14	15	16							
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							24	25	26	27	28	29	30	APRIL																		7	8	9	10	11	12	13					
14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	MAY												14	15	16	17	18	19	20							
							19	20	21	22	23	24	25	26	27	28	29	30	31	JUNE												12	13	14	15	16	17	18					
							18	17	18	19	20	21	22	23	24	25	26	27	28	29								9	10	11	12	13	14	15									
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**12 HOUR ROTATING SCHEDULE
WOODSTOCK PLANTS**

DAY:

7:00 pm-7:00 am

7:00 am-7:00 pm

OFF

OFF

1995																											
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**14 HOUR ROTATING SCHEDULE
WOODSTOCK PLANTS**

1999

DAY

7:00 pm-7:00 am

7:00 am-7:00 pm

OFF

OFF

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12 HOUR ROTATING SCHEDULE
WOODSTOCK PLANTS

2000

DAY

7:00 pm-7:00 am

7:00 am-7:00 pm

OFF

OFF

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28	29	30	31	DECEMBER		
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SUMMARY OF BENEFITS

FIRESTONE TEXTILES

GROUP CONTRACT NUMBER: 1075

EFFECTIVE DATE: REFER TO MASTER CONTRACT

ELIGIBILITY PERIOD: As stipulated by your Employer.

ISSUED: September, 1994

SUMMARY OF BENEFITS

EXTENDED HEALTH BENEFITS (EHB)

Single Deductible - **\$5.** per benefit year.

Family Deductible - **\$10.** per benefit year.

100% reimbursement of eligible charges in excess of the deductible amount.

Paramedical Services - maximum amounts allowed subject to the **EHB** Plan deductible and percentage reimbursement shown above.

a) Clinical Psychologist:

First visit	- up to \$35.
Subsequent visits	- up to \$20. per hour
Maximum amount allowable	- \$200. per person per benefit year.

b) Registered Masseur:

Per treatment	- up to \$7.
Maximum number of treatments	- 12 per person per benefit year.

c) Speech Pathologist:

Maximum amount allowable	- \$200. per person per benefit year.
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Semi-Private Hospital Accommodation

Deductible - Nil.

100% reimbursement of the charge made by a hospital for semi-private room accommodation, which is in excess of the standard ward rate, up to a maximum of **365** days.

Vision

Deductible - Nil.

100% reimbursement up to the maximum amount allowable as shown on your Blue Cross Certificate.

Travel Plan A - subject to the **EHB** deductible

100% reimbursement of eligible charges.

EHB Overall Lifetime Maximum - Unlimited.

PREDETERMINATION OF BENEFITS AND ALTERNATE BENEFIT PROVISION

Prior to beginning dental treatment which is expected to cost **\$500** or more, you should obtain from your dentist and submit to Blue Cross a treatment plan outlining the procedures and charges. Your dentist may be requested to submit any relevant x-rays. After reviewing the plan, you will be advised of the amount payable by Blue Cross. The difference between the amount payable by Blue Cross and the dentist's charge is your responsibility.

Approval must be obtained from Blue Cross prior to commencement of treatment, and treatment must be completed within six months. However, the time allowed for completion of treatment may be extended subject to the approval of Blue Cross.

Alternate dental procedures, services, courses of treatment and materials will be taken into account when reviewing your treatment plan. Payment for a less expensive procedure which will provide a professionally adequate result, may be made towards the cost of a more elaborate procedure or appliance chosen by you or your dentist.

DENTAL BENEFITS

Plan 7, Riders 1, 2, 3

Deductible - Nil.

100% reimbursement of eligible charges, up to the amount specified in the applicable Fee Guide, with the exception of the following:

Riders 2, 3: 50% co-payment.

Dental Maximum

Rider 3 lifetime maximum - **\$1,000**, per person.

Dental Overall Maximum - Unlimited.

Fee Guide - Ontario Dental Association Fee Guide for General Practitioners as shown on your Blue Cross Certificate.

Note:

A benefit year is any period of **12** consecutive months beginning from the date on which the first eligible expense is incurred.

If you have not enrolled for all the benefits described, please refer to your Blue Cross Identification Certificate for details of your personal coverage.

ELIGIBLE DEPENDENTS

Dependents (if applicable) include:

- i) your spouse or common-law spouse;
- ii) unmarried, unemployed children under the age of **21** years, including newborns;
- iii) unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability.

TERMINATION OF BENEFITS

Coverage for you and your dependents will cease on the earliest **of**:

- the last day of the month for which premiums have been paid;
- the last day of the month in which you cease to be eligible due to retirement, death, leave of absence, age limitation, change in classification, etc.;
- the termination date of the Group Contract.

COORDINATION OF BENEFITS

If you have similar benefits through any other insurer, the amount payable through this Plan shall be coordinated so that payment from all coverages shall not exceed **100** percent of the eligible expenses.

+ BLUE CROSS

DENTAL BENEFITS

DENTAL BENEFITS

DENTAL PLAN 7

The following provides a general description of the benefits available to you and your eligible dependents under this dental plan. A complete list of the specific procedures (and applicable limitations) can be found in the Master Contract held by your Employer.

Payment for eligible benefits will be based on the Dental Association Fee Guide applicable to your group plan.

Refer to your Summary of Benefits for information regarding any deductible, co-payment or maximum benefit amounts.

BENEFITS

Examinations — includes complete oral examinations once every 3 years and recall oral examinations once every 6 months

Consultations — with patient (maximum 2 units every 12 months) or with another dentist

Radiographs — includes complete series once every 3 years, panoramic films once every 3 years, posterior bitewing radiographs once every 6 months

Diagnostic Services — includes bacteriologic cultures, biopsy and cytological examinations

Preventive Services — includes prophylaxis (cleaning) once every 6 months, fluoride treatment, oral hygiene instruction once every 6 months

Fillings

Extractions — includes root extractions

Anaesthesia

- Services or supplies not listed under Benefits.
- Charges for endodontic or periodontic services, complete or partial dentures, crowns, bridgework or orthodontic services, unless included as a rider with this plan.
- Services or supplies for cosmetic purposes.
- Charges for procedures or appliances connected with implants.
- Services or supplies related to Temporomandibular Joint problems.
- Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown on your Blue Cross Certificate.
- Services or supplies covered by any government plan.
- Services which commenced prior to your effective date of coverage, or for services completed after termination of coverage.

ACCIDENTAL DENTAL: Dental care necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Treatment must begin within 90 days of the accident, and must be completed within one year. Blue Cross must be notified immediately. Payment will be made up to the fees set out in the Ontario Dental Association suggested Fee Guide for General Practitioners in effect on the date of treatment.

. **EXTRA MEDICAL FEES:** Payment for the professional services of a physician where permissible by law and incurred while the person is travelling or temporarily residing outside his or her province of domicile when the physician's fees are over the medical association fee guide and are not greater than what would be paid in the province of domicile, if it were legal to provide such benefits.

. **EYEGASSES:** Eyeglasses up to the amount shown on your certificate per person, in any period of 24 consecutive months when provided on the written prescription of a medical doctor or optometrist. Sunglasses or eyeglasses for cosmetic purposes are not included, nor is the cost of eye examinations.

CONVERSION

When an employee or dependant leaves the group, he/she can obtain Blue Cross coverage through a special non-group "pay direct" plan. This conversion privilege is particularly valuable to persons changing employment and to children who no longer qualify as dependants because of age, marriage or employment.

Application for this special non-group "pay direct" coverage must be made within 30 days of leaving the group.

EHC (EXTENDED HEALTH CARE) PLAN

GENERAL INFORMATION

ELIGIBLE DEPENDANTS

"Family" covers the employee, spouse and all of their unmarried, unemployed children under the age of 21 years including newborns unless stated otherwise on your Blue Cross Certificate.

OTHER FEATURES

. No medical examination is required.

Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the same amount you would have received if the service(s) had been provided in Canada, plus the rate of exchange if any, as determined from the date of the last service provided.

. Pre-existing conditions are covered from the moment the Agreement takes effect.

LIMITATIONS

Extended Health Care group coverage does not pay for:

. Services normally paid through any provincial hospital plan, any provincial medical plan, Workers' Compensation Board, other government agencies or any other source.

Services provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, health spa, or when a patient is confined to a nursing home or home for the aged and receives Ontario government assistance.

. Rest cures, travel for health reasons or insurance examinations.

. Any benefit provided outside Ontario at an amount greater than Blue Cross would pay for such a benefit if provided in Ontario, with the exception of allowances for rates of exchange as outlined under "Other Features".

HOW TO CLAIM BENEFITS

Receipts (or bills) for allowable expenses should be sent with a claim form (usually obtained from your personnel office), to: Ontario Blue Cross, 150 Ferrand Drive, Don Mills, Ontario M3C 1H6.

BENEFITS

HOSPITAL ACCOMMODATION:

- (a) Hospital benefits as described below will be paid for hospital confinement approved by a medical doctor. Confinements must be due to an accident or sickness not covered by Workers' Compensation Act.
- (b) For semi-private and private room accommodations, the benefit will be equal to the difference in amount between the daily Standard Ward Rate and either the daily semi-private or private room rate, as the case may be, established by that hospital. This benefit will be paid up to a maximum of 365 days for all confinements for each eligible employee or each eligible dependant. However, a further benefit of up to 365 days will be available when confinements are separated by a period of at least ninety (90) consecutive days.
- (c) The benefits provided in (b) above, will not be available for confinement for rest cures.
- (d) The benefits provided are also available to wives of employees and the newborn child of such when pregnancy commences while the employee or wife is covered by this Plan.

- . **DRUGS:** Drugs, serums, injectibles and insulin (needles, syringes and testape for use with insulin) purchased on the prescription of a medical doctor, but not to include vitamins and vitamin preparations (unless injected) and patent or proprietary medicines. The name, strength and quantity of the drug must be shown on all receipts.
- . **PRIVATE NURSING:** Private duty nursing by a Registered Nurse who is registered in the jurisdiction in which the professional services are provided (not a relative), in the home, providing the private duty nursing is ordered by the attending physician. This benefit does not include agency fees, commissions or overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario.

, **PHYSIOTHERAPY:** Services of a licensed or registered physiotherapist who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of his/her services. Reimbursement will be based on the amount that would have been allowed by OHIP if he/she were registered with them.

- . **DIAGNOSTIC SERVICE:** Diagnostic services performed at a hospital.
- . **PRIVATE HOSPITAL:** Charges up to \$10 a day to a maximum of 120 days per person while your coverage is in force for care in a licensed private hospital.

PROSTHETIC APPLIANCES: Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, splints, trusses, casts, cervical collars, braces, catheters, urinary kits, external breast prostheses (following mastectomies), ostomy supplies (where a surgical stoma exists), corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery), custom-made boots or shoes or adjustments to stock item footwear.

. **DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator, standard-type wheelchair.

. **RADIUM:** Bandages or surgical dressings, blood transfusions, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.

. **AMBULANCE:** Professional ambulance services (the difference between the government agency allowance and the customary charge).

. **PSYCHOLOGISTS:** Payment for the services of a registered clinical psychologist up to \$35 for the first visit and \$20 per hour for subsequent treatment to a maximum of \$200 per person during a benefit year.

. **MASSEURS:** Payment for the services of registered masseurs up to \$7 per treatment for not more than 12 treatments per benefit year per person, only when the patient's attending physician authorizes in writing that such treatment is necessary.

. **SPEECH THERAPY:** Payment for the services of qualified speech therapists up to \$200 per benefit year per person, only when the patient's attending physician or dentist authorizes in writing that such treatment is necessary.

DENTAL BENEFITS

DENTAL BENEFITS

DENTAL RIDER 1

The following benefits are **added to** and form part of your dental coverage. A complete-list of the specific procedures (**and** applicable limitations) can be found **in** the Master Contract held by **your Employer**.

Payment-for eligible benefits will be based **on the** Dental **Association Fee** Guide applicable to your group **plan**. Refer to your Summary of Benefits for information regarding any deductible, co-payment or maximum benefit amounts.

BENEFITS

Endodontic Services — includes root canal therapy, **periapical** and emergency services

Periodontic Services— includes periodontal surgery, scaling, root planing and **occlusal** equilibration (**8** units of time every **12** months)

Surgical Services —includes surgical incision/excision and **frenectomy**

In-office and Commercial Laboratory Charges — when applicable to the **covered** benefits

DENTAL BENEFITS

DENTAL BENEFITS

DENTAL RIDER 2

The following benefits are added to and form part of your dental coverage. A complete list of the specific procedures (and applicable limitations) can be found in the Master Contract held by your Employer.

Payment for eligible benefits will be based on the Dental Association **Fee** Guide applicable to your **group** plan. Refer to your Summary of Benefits for information regarding any deductible, co-payment or maximum benefit amounts.

BENEFITS

Complete and/or Partial Dentures — (once every 5 years)

Major Denture Adjustments

Denture Repairs, Minor Adjustment, Relining/Rebasing

In-office and Commercial Laboratory Charges — when applicable to the covered benefits

TRAVELPLAN

The following benefits provide protection when travelling (for other than health reasons) or vacationing outside your province of residence.

Refer to the "Summary of Benefits" for information regarding reimbursement of this benefit.

Note: None of these benefits will be paid for any condition resulting from a mental disorder; or to patients in chronic care hospitals, chronic units of general hospitals, or nursing homes.

BENEFITS

- A) Payment for the cost of hospital accommodation which is in excess of the amount paid by a provincial health plan or any other Blue Cross Plan.
- B) Payment for charges made by physicians when such charges are over and above the allowance made by a provincial health plan.
- C) When illness or injury is such that you must fly home and the physician or commercial airline stipulates in writing that you must be accompanied by a qualified medical attendant, Blue Cross pays the costs incurred for one round trip economy fare for the medical attendant (not a relative), and extra costs for the number of economy seats required to return the covered person, by most direct route, to the air terminal nearest the departure point in Canada.
- D) Subject to payment by a provincial health plan, charges made by chiropractors, chiropodists and podiatrists to a maximum of \$10 Canadian per treatment date.

HOW TO CLAIM BENEFITS

When eligible expenses are incurred outside your province of residence, request detailed receipts (in duplicate if possible). Send one set of receipts to your provincial government health plan for their consideration and payment. When they have replied, send original proof of their payment together with receipts and a completed claim form to your Blue Cross Plan for payment of remaining eligible benefits. Payment will be made in Canadian currency, based on the rate of exchange in effect at the conclusion of the service rendered as determined by any Canadian Chartered Bank. Please note that claims in foreign languages require an accompanying translation.