

COLLECTIVE AGREEMENT

BETWEEN

FIRESTONE TEXTILES COMPANY
A DIVISION OF
BRIDGESTONE/FIRESTONE CANADA INC.
(hereinafter called the "Company")

ANI)



**THE UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,**

Local 175

(hereinafter called the "Union")

Term of Agreement:

December 15, 2002 to December 15, 2007

00809(08)

Name.....

Address

Phone

Member ID.....

Work Address

Work Phone.....

Union Steward.....

Phone

**United Food & Commercial Workers
UFCW Canada Locals 175 & 633**

2200 Argentia Road

Mississauga, Ontario L5N 2K7

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LETTER FROM THE PRESIDENT UFCW CANADA LOCAL 175

Dear Fellow Members:

I wish to welcome new members to Locals 175 & 633 of the United Food and Commercial Workers Union, and to thank long standing members for their continued support and assistance over the years.

I hope you will all read this contract and become aware of your rights and privileges as union members. It is an important document. It identifies and guarantees your income, benefits and job security while you work for your current employer. Like an insurance policy, a warranty for a new car, or the deed to your home, if you are not aware of the agreement you entered into, you may not benefit from it.

As a union member with a contract, you have the freedom to plan for the future. You will know what your income will be in advance. Your rights and benefits are written down and cannot be revoked, and your job security is a primary element. Non-union workers do not have this protection. Their wages and benefits may be cut at any time, as may their jobs.

Become familiar with your contract. If unsure about an item or if you think your concern is not covered, speak to your Union Steward. He or she is a co-worker trained by the Union to help you with concerns and grievances in the workplace. If the problem cannot be settled by the Steward, a full-time Union Representative can be contacted at any time to assist you.

In addition to the Stewards in the workplace and the Union Representatives who support them, we also have a team of professionals who provide support.

We should all be proud of our Unions achievements. We have proven many times that employers can treat their workers fairly and still run their business efficiently.

In the United Food and Commercial Workers Union, we are committed to job security in an ever changing social environment. Only your Union can be relied upon to protect your rights.

Your union offers you representation before the Workers Safety Insurance Board. If you are injured on the job, our trained staff will support you and help you in any way they can.

Non-Union workers are at the mercy of their employer. This is one reason our Local Union continues to grow.

Our organizing team works around the clock to help bring other workers into our union. If you know of someone who works in a non-union environment, do them a favour and give our organizers a call.

We also believe in the education of our members and their children. Lack of economic resources should not be a hindrance to further education. In this regard, the UFCW offers a number of scholarships at the local, national and international level. They are for your benefit as Union members.

In addition, your Union works to keep you up-to-date about legislation concerning your working rights.

Your Local Union represents some 50,000 members across Ontario. As we continue to grow, we have moved to keep up with the growth in areas of servicing and all-round members' support. Included in this booklet is a list of Union representatives and other representatives there to support you, the member.

Only by all of us working together can we keep what we have gained over years of hard negotiations and obtain what is rightfully ours in the future. Our labour may be the only commodity we have to sell. Let *us* not sell *it* cheaply.

Please feel free to contact me at any time with questions or concerns about the Union. This is your Union. You put the 'U' in our Union.

In Solidarity,
Wayne Hanley, President,
UFCW CANADA Local 175.

OFFICERS



Wayne Hanley
president



Jim Andress
Secretary-Treasurer



Betty J.
Recorder



Jim Hastings
Executive Assistant



John Fuller
Executive Assistant

As the elected officers of Local 175, it is our job to ensure the smooth running and day-to-day operations of your Local Union. We represent some 50,000 members across Ontario, of whom some 25,000 are retail workers. Others work in a wide variety of units, including nursing homes, funeral homes, hotels, processing plants, and manufacturing plants. This requires versatility, knowledge and tireless effort. To accomplish this job, we are supported by your Union Stewards, Union Representatives, Benefits Representatives, Staff Lawyers and a Communications Representative. If we are not available or cannot answer a given question, we have the resources to find out. Remember, we are here to serve you.

UNITED FOOD & COMMERCIAL WORKERS

The United Food and Commercial Workers is one of the largest and most respected unions. You are one of more than 230,000 members in Canada and 1,500,000 members in North America.

The UFCW is the result of a merger between two of the oldest and most respected unions in North America; the Amalgamated Meat Cutters and Butcher Workmen of North America and the Retail Clerks International Union. This merger took place on June 6, 1979. The UFCW represents workers in nearly all aspects of Canadian life which is mirrored in the makeup of Locals 175 & 633.

UFCW CANADA LOCALS 175 & 633

Your local union, with over 50,000 members, is the largest UFCW local union, and the largest local union of any union in Canada.

This Local has the expertise, financial stability and resources to provide you, the member, with the best negotiating team, the best legal assistance, and the best all around service of any union in the country.

UFCW LOCALS 175 & 633 EXECUTIVE BOARD

LOCAL 175 EXECUTIVE BOARD:

PRESIDENT

Wayne Hanley, Oakville

SECRETARY-TREASURER

Jim Andress, Guelph

RECORDER

Betty Pardy, London

VICE-PRESIDENTS

Rick Alagierski, Mississauga

Phil Anderson, Peterborough

Toni Peffitt, Hawkestone

Mona Bailey, Omemee

Bryan Braithwaite, Chatham

Georgina Broeckel, Arthur

Fay Boucher, Thunder Bay

Sam Caetano, Toronto

Man Davenport, Hamilton

Bruce Dosman, Hanover

William Foley, Burlington

Roland Fortin, Kitchener

David Fox, Napanee

Steve Garland, Kitchener

Rudolf Gwinner, Cambridge

Joe Hand, Newcastle

Jim Hastings, Mississauga

Rick Hogue, Thorold

Jim Hough, Burlington

Tim Kelly, Stratford

Janice Klenot, Kitchener

Jane Koren, Wasaga Beach

Cliff Kostyniuk, St. Catharines

June Maruschak, Sarnia

Nancy Melcore, Brampton

Tony Morello, Angus

Pat Newell, Port Hope

Fitzroy Reid, Toronto

Scott Saunders, Woodville

Don Schmidt, Walkerton

Dale Simon, Thunder Bay

Andy Spruyt, Fonthill

June Towler, Bradford

Patricia Tweedie, Niagara Falls

Karen Vaughn, Picton

Coreena Zurkan, Kenora

LOCAL 633 EXECUTIVE BOARD

PRESIDENT

Dan Bondy, Amherstburg

SECRETARY-TREASURER

Roy Reed, Orillia

RECORDER

Neil Hotchkiss, Amherstburg

VICE-PRESIDENT:

MaryLou Mallett, Arthur

Peter Small, Oshawa

What You Get For Your Union Dues

- **Higher than average wages and benefits.** According to recent government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Did you deserve a promotion and not get it? Are non-bargaining unit people doing your work? Were your bumping rights ignored? Is your sick pay late in coming? Have you been unfairly disciplined for a very minor mistake? The Grievance Procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you.
- **Problems with the Workplace Safety and Insurance Act or Employment Insurance?** The Union employs experts in cutting red tape and representing you to government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and out in the cold in these matters. They can only turn to expensive lawyers for help.
- **Pensions, Dental Insurance, Sick Pay, Disability Insurance, etc.** Compare your benefits package with those of non-union friends and family. Should they be unable to work because of sickness or accident, would they trade their insurance protection for yours? You bet they would!

Add up what you paid in Union Dues last year (don't forget that they are tax-deductible). Compare that amount with what you spent on such things as hobbies, cigarettes, beer, movies, cable television or "impulse" gifts.

WHAT IS A UNION STEWARD?

A Union Steward is an elected front-line representative of the United Food and Commercial Workers. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

Bring any suspected violation of this agreement to the attention of the Union Steward as soon as **possible**, because time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she **will** either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this collective agreement, but only if you are willing to see it through.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

UNION SCHOLARSHIPS, TRAINING AND EDUCATION

There are a number of scholarships available for UFCW Canada Locals 175 & 633 members, and their children, who are pursuing a Post Secondary education. To find out more about the scholarship program or various courses listed below, please contact the Locals 175 & 633 Training Centre, at (905) 564-2500 or 1-800-728-8902 or visit the web site: www.ufcw175.com.

Locals 175 & 633 are also aware of the need for training and education in the workplace resulting from technological change, corporate restructuring and the abandonment by governments of the training and education of the workforce.

To address that need Locals 175 & 633 offer annual regional stewards training seminars. These seminars are held separate from courses which are available to members at the Locals Training and Education Centre in Mississauga. On a weekly basis the Union offers courses which allow our members to further their formal education and increase their ability and skill level in areas ranging from computer foundations, literacy and math upgrading to steward training and workplace advocacy.

In addition, twice a year the Locals offer stewards and members scholarship programs which are conducted at the Locals Training and Education Centre in Mississauga.

Thirty scholarships are awarded annually to stewards province wide to attend a weeklong in-depth training and education seminar. The theme of the week is "Labour's History: Past, Present and Future" and ensures that our stewards are well-informed and educated to be representatives of our Union in their workplaces. Stewards also receive nine hours of hands on computer training during the weeklong course.

Thirty members' scholarships are also awarded annually to provide members throughout the province with an opportunity to attend a weeklong computer training course. The course is a basic computer course which will give members an understanding of how a computer works and an introduction to using a computer.

With each of these scholarship programs the Locals will cover the cost of the course and materials as well as the members' wages, per diems, accommodation and transportation costs.

WORKPLACE SAFETY AND INSURANCE ACT "W.S.I.A"

Formerly

WORKERS COMPENSATION ACT

The Workplace Safety and Insurance Act, "W.S.I.A.", formerly, Workers Compensation Act or "W.C.B." is an insurance program to protect workers against loss of income due to job-related disabilities. Here are answers to the most commonly asked questions:

1. HOW DOES THE WORKER REPORT AN ACCIDENT?

If an accident occurs at work, section 22 (1) of The Act requires a worker to file a claim as soon as possible after the accident that gives rise to the claim, but in no case shall he or she file a claim more than six months after the accident or, in the case of an occupational disease, after the worker learns that he or she suffers from the disease.

2. IS THERE AN EXTENSION OF TIME?

The Board may permit a claim to be filed after the six month period expires if, in the opinion of the Board it is just to do so.

3. WHAT FORMS MUST BE COMPLETED TO RECEIVE BENEFITS?

Section 22 (4)... A claim must be on a form approved by the Board and must be accompanied by such information and documents as the Board may require.

4. WHAT CONSENT OF DISCLOSURE IS REQUIRED?

Section 22 (5)... When filing a claim, a worker must consent to the disclosure to his or her employer of information provided by a health professional under subsection 37(e) concerning the worker's functional abilities. The disclosure is for the sole purpose of facilitating the worker's return to work.

5. FAILURE TO FILE?

Section 22 (6)... If the claimant does not file the claim with the Board in accordance with this section or does not give the consent required by sub-section (5) no benefits shall be provided under the insurance plan unless the Board, in its opinion, decides that it is just to do so.

6. NOTICE TO EMPLOYER?

Section 22 (7)... The claimant shall give a copy of his or her claim to the worker's employer at the time the claim is given to the board.

7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?

Section 23 (3)... A person receiving benefits under the insurance

plan or who may be entitled to do so shall notify the Board of a material change in circumstances in connection with the entitlement within 10 days after the material change occurs.

8. WAGES FOR DAY OF ACCIDENT?

Section 24 (1.) The employer shall pay a worker who is entitled to benefits under the insurance plan his or her wages and employment benefits for the day of the injury as if the accident had not occurred.

9. EMPLOYMENT BENEFITS?

Section 25 (1)... Throughout the first year after a worker is injured, the employer shall make contributions for employment benefits in respect to the worker when the worker is absent from work because of the injury. However, the contributions are required only if:

- (a) the employer was making contributions for employment benefits in respect to the worker when the injury occurred and
- (b) the worker continues to pay his or her contributions if any, for the employment benefits while the worker is absent from work.

10. DUTY TO CO-OPERATE IN RETURN TO WORK?

Section 40 (1)... The employer of an injured worker shall co-operate in the early and safe return to work of the worker by:

- (a) contacting the worker as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment
- (b) attempting to provide suitable employment that is available and consistent with the worker's functional abilities and that, when possible, restores the worker's pre-injury earnings
- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed.

WORKERS DUTY?

Section 40 (2)... The worker shall co-operate in his or her early and safe return to work by:

- (a) contacting his or her employer as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment
- (b) assisting the employer, as may be required or requested, to identify suitable employment that is available and consistent with the

worker's functional abilities and that, when possible, restores his or her pre-injury earnings

- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed.

11. NOTICE OF DISPUTE?

Section 40 (6)... The employer or the worker shall notify the Board of any difficulty or dispute concerning their co-operation with each other in the worker's early and safe return to work.

12. OBLIGATION TO RE-EMPLOY?

Section 41 (1) The employer of a worker who has been unable to work as a result of an injury and who, on the date of the injury, had been employed continuously for at least one year by the employer shall offer to re-employ the worker in accordance with this section.

Section 41 (4) When the worker is medically able to perform the essential duties of his or her pre-injury employment, the employer shall:

- (a) offer to re-employ the worker in the position that the worker held on the date of injury, or
- (b) offer to provide the worker with alternative employment of a nature and at earnings comparable to the worker's employment on the date of injury

TIME LIMITS

- 1 A 30 day time limit on appealing a Board decision about return to work or a labour market re-entry plan made on or after January 1, 1998.
- 2 A six month time limit on appealing any other Board decision made on or after January 1, 1998.
- 3 A six month time limit on filing a claim.

The changes to the new act are significant and have reduced or limited entitlement for injured workers. However, you should never let management talk you out of filing a claim, it is your right. In fact it is a violation for an employer to refuse to submit a claim.

Your local union has a benefit department that will answer any questions you may have in regard to filing or appealing a W.S.I.B. claim. Contact your union office.

EMPLOYMENT INSURANCE (formerly UNEMPLOYMENT INSURANCE)

On June 30, 1996 the Employment Insurance Act came into effect. Additional changes became effective January 1, 1997 and December 31st 2000. The new system reflects a fundamental restructuring of the old Unemployment Insurance System.

“Where to Apply?”

Apply at the local Human Resource Centre of Canada. Check the telephone directory under Human Resources Development Canada or Canada Employment Centre for the office nearest you.

Regular Benefits:

You can receive regular benefits if you lost your job and you can't find work, provided that you meet these requirements:

- you have paid into the EI account;
- you have worked the required minimum number of hours in the last 52 weeks; the number of hours of work needed, may range from 420-700 hours depending on the unemployment rate in your region.
- there are two exceptions: if this is your first job ever, or your first job after coming back into the workforce after an absence of two years or more, you will need a minimum of 910 hours of work to qualify regardless of the local unemployment rate.

In most cases you will receive 55% of your insured earnings to a maximum of \$413 per week. Claimants who are in a low income family (an income of less than \$25,921) with children and receive the Child Tax Benefit will receive a Family Supplement based on your Child Tax Benefit. Your benefit rate can be increased to a maximum of 65% but not greater than the maximum benefit rate of \$413 (2001).

Claimants can collect benefits between 14 and 45 weeks depending on the unemployment rate in their region, and the number of hours they have worked in the last 52 weeks.

How to Calculate the Benefit Amount?

The benefit rate is based on your average insured earnings in the last 26 weeks of work. Your insured earnings will be averaged over a number of weeks known as a divisor. The divisor is the greater of:

- (a) the number of weeks of insured earnings in the last 26 week period; or
- (b) the number of weeks specified in the divisor table.

If you worked for only the minimum number of weeks required to qualify, or for one week longer than that, then the minimum divisor applies to you.

Intensity Rule:

Any week of regular benefits collected after June 30, 1996 could affect your benefit rate on future claims. Weeks of benefits claimed will stay on your claim history for five (5) years. Working while on a claim can help you to reduce the number of weeks on your claim history. Your claim history is maintained for five years.

Work Credits:

Claimants who work while they receive regular benefits and earn enough to reduce their EI cheques will be able to earn work credits to be applied against the intensity rule. The total amount they save the EI system by working while on a claim will be converted into weeks of unpaid benefits. Those weeks will then be credited against the application of the intensity rule for the next claim in the next five years.

Sick Benefits:

Sick benefits are paid for up to 15 weeks, if you have 600 hours of insurable employment in the last 52 weeks or since the start of your last claim. If you get sick after your employment was interrupted for another reason, such as temporary layoff, you may be eligible with less than 600 hours. Medical reports are necessary.

Maternity Benefits:

If your child is born or adopted after December 31st, 2001. You must have worked and paid EI premiums for at least 600 hours in the last 52 weeks, or since the beginning of your last EI claim. You can start collecting maternity benefits up to 8 weeks before you are scheduled to give birth. However, benefits cannot be received later than 17 weeks after the baby is due or born, unless the infant is confined to a hospital.

Parental Benefits:

Parental benefits can be collected for up to 35 weeks by both natural and adoptive parents while they are caring for a newborn or adopted child. Under the new rules a combination of maternity (biological mothers only), parental and sickness benefits can be received up to a combined maximum of 50 weeks in a 52 week period.

Benefits are paid at 55% of your average insured earnings up to a maximum of \$413 per week.

Discharge or Quit

No regular benefits are paid to those workers who quit a job without just cause or who are fired for misconduct. You may appeal a disqualification. Contact your Union if you need assistance with your appeal.

FOR MORE INFORMATION

CONTACT

HUMAN RESOURCES DEVELOPMENT CANADA

OR

CANADA EMPLOYMENT CENTRE

SHOULD YOU HAVE A PROBLEM

CALL YOUR

LOCAL UNION REPRESENTATIVE

FOR HELP!

THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

Employer's Duties

Among other things, the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the health and safety committee and representative,
- Take every precaution reasonable for the protection of the worker.

Supervisor's Duties

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

Note: Department Heads in the bargaining unit must also ensure that workers work in a safe manner, as above, but they cannot discipline workers who refuse, for example, to wear safety equipment. If a meat manager is unable to convince a fellow worker to wear a mesh apron when he is required to *do* so, he should simply report the situation to the Store Manager.

Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

Workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

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**THE UNITED FOOD AND COMMERCIAL
WORKERS LOCAL 175**

and

FIRESTONE TEXTILES COMPANY

Both recognize the importance of and support a harmonious working relationship built on Trust, Teamwork, 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.

UFCW - LOCAL 175

Terry Morrison
Chief Steward

FIRESTONE TEXTILES
COMPANY

Bill Muzak
General Manager

This Agreement made and entered into as of this 14th day of June, 2002 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 – Local 175, 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 fire, flood,

unscheduled power failure or any other Act of God. In the event of other production interruptions or delays caused by breakdowns or changeovers, when such changeovers involve more than one machine or piece of equipment at any one given time, supervisors may perform a minimum amount of work necessary to maintain production flow and efficiency until such time as a changeover is completed or corrective maintenance has restored defective equipment to normal.

ARTICLE 2 - UNION REPRESENTATION

2.01 The Union may elect or appoint up to two stewards on each shift, in each plant, but under no circumstances will one employee be represented by two stewards.

2.02 The Company shall be kept informed in writing of the names of officers and stewards and the group each represents.

The Union shall be kept informed in writing of 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.

2.04 The Company will pay fifty percent (50 %) of the wages and benefits for the five (5) members of the Negotiating Committee for all time lost due to Negotiations. The Company will pay the Committee and then bill the Union for fifty percent (50 %) of the cost. The Company agrees to continue wages and benefits of Union Representatives on union business authorized by the Company and bill the Union for one hundred percent (100 %) of the cost.

2.05 The Union Representative will, upon providing notice to the Company, be entitled to visit the

properly to service, attend grievance meetings and attend to any Union business.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.01 It is the intent of this article that all grievances be dealt with as quickly as possible.

3.02 Any difference group/policy grievance, which has not been settled by the supervisor will be submitted in writing at step number two as outlined in the grievance procedure in Article 3.03.

The Company and or the Union has the right to file any grievance and will be dealt with progressively in the following manner.

First, the grievance will be submitted in writing to the unit Chairman or his/her designate. A meeting will be arranged between the Union Grievance Committee and the Company Grievance Committee. (Step 1) If the grievance remains unresolved the grievance will proceed to Step 2 within 48 hours of the time of submission and request. At Step 3 the Union Grievance Committee and a full-time representative of the Union will meet with the Plant Manager and/or a designate and the Company Grievance committee. If the issue is unresolved the Company can refer the grievance to

Arbitration as outlined in Article 4. The time limits above can be extended by mutual consent of both parties.

3.03 Individual grievance will be handled in the following sequence:

Step No.1:

The employee and shift union 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. It is understood that the employee has no grievance unless the matter has first been referred by the employee concerned to his/her immediate Supervisor within ten (10) calendar days from the date the employee became aware of the occurrence:

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 Human Resources Manager or a designate. At this stage the grievance shall be submitted in writing signed by the employee. The aggrieved employee, or in the case of a group

grievance, one representative from the group, may be present at the request of either of the parties. A written response from the Company will be provided. 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 full time representative of the Union may be present at this step. The Company will respond in writing to the Union Representative within (10) working days.

- 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 Human Resources Manager within three (3) working days of final written notice of discharge, exclusive of Saturdays, Sundays and Holidays. The Human Resources 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 verbal warning or greater disciplinary action, will be reminded in writing of their right to

have a union steward present at the interview prior to and during the interview.

- 3.10 When disciplining an employee, management will not take into account any prior discipline which occurred more than twelve (12) months previously with the exception of suspension(s) or greater discipline which occurred more that thirty-six (36) months previously.
- 3.11 An employee upon request shall have the right to review their personnel file with the Human Resources Manager (or designate) within *seventy-two* hour of the request, excluding Saturdays, Sundays and Holidays. Emergency requests will not be unreasonably denied.
- 3.12 A union representative shall be allowed fifteen (15) minutes with new hires upon the completion of Company orientation.

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 work a minimum of eight (8) hours of the twelve (12) hour shift or six (6) hours of the eight (8) hour shift, unless given prior permission by the Supervisor.

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 Sundays.

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 a list on their last day before going on days off. The Company will not schedule overtime or remove the sign-up sheet before three o'clock a.m./p.m. (3:00 a.m./p.m.). 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 upcoming 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) .

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, 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 doctor's 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 by the Workers' Safety Insurance Board, 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.
 - (a) 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, brother-in-law, sister-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 (1) of which must be the day of the funeral, may be made to the Human Resources 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.

In the event that the burial is postponed to a later date, an employee will be entitled to hold one (1) 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 fulfil 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 If the Company establishes a rate of pay for a new or substantially changed job a meeting will be arranged between the Unit Chairman, a full time representative of the Union, the Human Resources Manager and Department Supervisor. The Company and the Union will submit in writing the

rate of pay the job should be established at and the reasons for their decision. Consideration shall be given to the skill involved and the rate of pay in relationship to other jobs in the plant. If no agreement is reached the matter will be referred to arbitration as outlined in Article 4. Upon settlement of the rate of pay any adjustment will be awarded retroactively to the date the grievance was filed.

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. 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 five (5) 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. Employees hired after December 15, 2002 will be considered probationary for a full six (6) months for all attendance related matters.

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 previous 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:

<u>Plant 2</u>	<u>Plant 3</u>	<u>Warehouse & Service Depts.</u>
Janitor	Janitor	Maintenance Helper
Winder Operator	Drawtwist/ Drawwind	Assistant Store Shipping
Twister Operator		Shipping & Receiving
Reclaim Utility	Reprocessing & Drying Operator	

In order to transfer to Drawtwist/Drawwind Operator classification mentioned above, an employee must have satisfactorily performed seventy-five (75%) of the job within the last two (2) years. In order to transfer to Assistant Stores, Shipping/Receiving, an employee must have a valid Firestone Textiles approved towmotor license.

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.

During a recall anyone who bumped a less senior employee in another department must go back to his or her original classification or go on layoff. Such employees do not have the choice of waiving recall and staying on the job they bumped. This reinforces the policy that a permanent job classification change can only be achieved through a job posting. The training times for layoff or recall can be extended by mutual agreement between the Company and the Union.

Students may be employed from April 15th to September 15th and December 20th to January 8th. All students and probationary employees shall be laid off prior to the layoff of any regular full-time employee.

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 four (4) 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.
- 9.1 An employee who has been transferred from one occupational group to another to fulfill seniority requirements may make written application to the Human Resources 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 Human Resources 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.

- 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 Human Resources 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 Human Resources Department, with the Doctor's certificate stating date of birth, and declaring her physical fitness to work.

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

another job, provided she is qualified to perform the work and has the necessary seniority.

Failure to notify as specified, forfeits any seniority privileges.

9.17 Temporary leave of absence shall be granted to delegates to National and International conferences and conventions, provided that the specific delegate list is received at least twenty-four (24) days in advance of the convention or conference. No more than seven (7) employees will be granted leave to attend unless mutually agreed between the Company and Union.

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 the Human Resources 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 cooperate 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 December 15, 2002 will credit them \$8.00 per month, increasing to \$10.00 per month effective December 17, 2006. Employees on layoff will not be reimbursed until they return to work.
- 10.05 The Company will contribute \$500.00 per year to the United Food & Commercial Workers Union Local 175 Training and Education Fund.

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. The Dues and Initiation Report will be provided by e-mail (remit@ufcw175.com) or on computer diskette with a hard copy of the report, attached to the remittance cheque.
- 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 15th day of December, 2007, 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 30th day of May, 2003.

Signed, Sealed and Delivered in the presence of:

**For The Company:
Firestone Textiles Company
A Division of Bridgestone
Firestone Canada Inc.**

**For the Union:
The United Food
And Commercial
Workers Local 175**

S. Gomes

W. Absolom

W. Muzak

T. Morrison

D. Holman

S. McCann

T. Crane

A. Raymond

S. Housworth

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. I understand the terms of Article 11 of the Agreement between the Company and the Union.

Witness

Employee

Clock No . .

SUPPLEMENTARY WAGE SCHEDULE

QUALIFIED RATES

PLANT 2						12 Hr. Crew
	Dec 15/02	Dec 14/03	Dec 12/04	Dec 18/05	Dec 17/06	Premium
Twister Tender	\$15.05	\$15.55	\$16.05	\$16.55	\$17.05	1.96
Twister Operator	\$14.97	\$15.47	\$15.97	\$16.47	\$16.97	1.93
Weaver	\$15.12	\$15.62	\$16.12	\$16.62	\$17.12	1.97
Loom Technician (Maximum)	\$16.44	\$16.94	\$17.44	\$17.94	\$18.44	2.22
Loom Technician- Overhauls (Maximum)	\$16.88	\$17.38	\$17.88	\$18.38	\$18.88	2.30
General Utility - Cat I Creeling, Splicing & Tying In	\$14.97	\$15.47	\$15.97	\$16.47	\$16.97	1.93
- Cat II - Cat I + Style Changes & Twisting	\$15.05	\$15.55	\$16.05	\$16.55	\$17.05	1.96
- Cat III - Cat II + Weaving	\$15.20	\$15.70	\$16.20	\$16.70	\$17.20	1.99
Assistant Utility	\$15.05	\$15.55	\$16.05	\$16.55	\$17.05	1.96

Cleaner - Janitor - Waste Control	\$14.80	\$15.30	\$15.80	\$16.30	\$16.80	1.90
Inspector	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	1.95
Reclaim Utility Operator	\$14.97	\$15.47	\$15.97	\$16.47	\$16.97	1.93
Splicer Operator	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	1.95
Winder	\$14.80	\$15.30	\$15.80	\$16.30	\$16.80	1.90
- Cat I	\$14.95	\$15.45	\$15.95	\$16.45	\$16.95	1.92
Beamer Operator	\$15.05	\$15.55	\$16.05	\$16.55	\$17.05	1.96
PLANT NO. 3						
Drawtwist/Draw- Wind Operator	\$15.05	\$15.55	\$16.05	\$16.55	\$17.05	1.96
Spin, Take-up Operator	\$15.60	\$16.10	\$16.60	\$17.10	\$17.60	2.06
Process Control Technician	\$15.98	\$16.48	\$16.98	\$17.48	\$17.98	2.13
Cleaner - Janitor	\$14.67	\$15.17	\$15.67	\$16.17	\$16.67	1.88
Winder - Packer	\$15.28	\$15.78	\$16.28	\$16.78	\$17.28	1.92
Reprocessing & Drying Operator	\$15.05	\$15.55	\$16.05	\$16.55	\$17.05	1.96

Process Engineering Technician	\$16.44	\$16.94	\$17.44	\$17.94	\$18.44	2.09
PLANT NO. 2 AND 3 Warehouse & Service Department						
Assistant-Stores- Shipping-Receiving	\$15.47	\$15.97	\$16.47	\$16.97	\$17.47	2.04
Storekeeper	\$15.53	\$16.03	\$16.53	\$17.03	\$17.53	2.05
Shipper - Receiver	\$16.19	\$16.69	\$17.19	\$17.69	\$18.19	2.06
Quality Control Inspector	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	1.95
GENERAL MAINTENANCE						
Millwright (Maximum)	\$23.21	\$23.71	\$24.21	\$24.71	\$25.21	2.65
Machinist	\$23.21	\$23.71	\$24.21	\$24.71	\$25.21	2.65
Powerhouse & Utilities Mechanic (Maximum)	\$23.21	\$23.71	\$24.21	\$24.71	\$25.21	2.65
Powerhouse & Utilities Technician	\$16.94	\$17.44	\$17.94	\$18.44	\$18.94	2.30
Electrician (Maximum)	\$23.21	\$23.71	\$24.21	\$24.71	\$25.21	2.65

Electrical Technician	\$26.60	\$27.10	\$27.60	\$28.10	\$28.60	3.19
Fixer-Twisting; Drawtwist; Spin, Take-up (Maximum)	\$16.44	\$16.94	\$17.44	\$17.94	\$18.44	2.22
Fixer- Twisting; Drawtwist; Spin, Take up, Twister Overhauls (Maximum)	\$16.88	\$17.38	\$17.88	\$18.38	\$18.88	2.30
Maintenance Helper	\$15.40	\$15.90	\$16.40	\$16.90	\$17.40	2.02
Lubrication Service	\$15.38	\$15.88	\$16.38	\$16.88	\$17.38	2.02
Lubricator - Inspector	\$16.91	\$17.41	\$17.91	\$18.41	\$18.91	2.30

Plant #2 and #3

Sub Supervisor, Employees who assume additional responsibilities in the absence of a Supervisor will be paid one dollar (\$1.00) per hour in addition to their regular hourly rate.

These additional duties may only be assumed for a period of not more than three (3) 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.

Sub Supervisors will be used to cover for absence due to vacation, holidays, illness and for Sub Supervisory training.

Towmotor Operator. Employees who obtain a towmotor license will be paid twenty-five (25) cents per hour in addition to their regular hourly rate for all hours they operate a towmotor.

Trainers Rate. In the event an employee is directed by the Company to train another employee they will receive fifty (50) cents per hour in addition to their regular hourly rate for the hours they have been assigned to train.

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

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. Except for the following categories , Loom Technician, Fixer-Twisting; Drawtwist; Spin Take-up, Machinist, Electrician, Electrical Technician, Millwright classifications which shall not exceed twelve (12) months.

Terms of Apprenticeship

The apprentice training program will follow the regulations and training schedules **as** laid out by the Ontario Ministry of Skills Development, under the Apprenticeship and Trades Qualification Acts Regulation³².

The only exception , **is** that apprentices in each of the trades shall be paid a progressively increasing schedule of wages, calculated in the following manner:

- 1st 1,000 hours (6 months) Their Present Rate (pre-posted rate)
- 2nd 1,000 hours Pre-Posted Base Rate + 10% of the Rate Difference

- 3rd 1,000 hours Pre-Posted Base Rate + 20% of the Rate Difference
- 4th 1,000 hours Pre-Posted Base Rate + 30% of the Rate Difference
- 5th 1,000 hours Pre-Posted Base Rate + 40% of the Rate Difference
- 6th 1,000 hours Pre-Posted Base Rate + 55% of the Rate Difference
- 7th 1,000 hours Pre-Posted Base Rate + 70% of the Rate Difference
- 8th 1,000 hours Pre-Posted Base Rate + 85% of the Rate Difference
- 9th 1,000 hours Pre-Posted Base Rate + 90% of the Rate Difference
- 10th 1,000 hours Pre-Posted Base Rate + 95% of the Rate Difference

"RATE OF DIFFERENCE" shall be the difference between the pre-posted base rate of the Apprentice and the qualified base rate of pay for the skill trades position.

Apprentices who are credited hours for previous experience shall be paid accordingly to the above schedule based on the approved credited hours.

Upon successful completion of the Apprenticeship program and obtaining the applicable license the employee will receive the journeyman's qualified base rate of pay.

During the training periods, while the apprentice is going to school, the Company will continue to pay the employee's rate for a normal 40-hour week plus C.O.L.A. and benefits.

It is understood that if the Ministry disqualifies the apprentice, the employee will be removed from the apprenticeship program and will return to the position they held prior to the beginning of the apprenticeship program.

WAGE AGREEMENT

This Agreement made and entered into as of this 14th day of **June**, 2002 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 Local 175, 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, 2002,
\$0.45/hour to existing rates
 - B Effective December 14, 2003,
\$0.50/hour to existing rates
 - C Effective December 12, 2004,
\$0.50/hour to existing rates

- D Effective December 18, 2005,
\$0.50/hour to existing rates
- E Effective December 17, 2006,
\$0.50/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. Payment Period	Payment Date
12/15/02 - 03/01/03	March 14, 2003
03/03/03 - 06/07/03	June 20, 2003
06/08/03 - 09/06/03	September 19, 2003
09/07/03 - 12/13/03	December 24, 2003
12/14/03 - 03/06/04	March 19, 2004
03/07/04 - 06/05/04	June 18, 2004
06/06/04 - 09/04/04	September 07, 2004
09/05/04 - 12/11/04	December 23, 2004
12/12/04 - 03/05/05	March 18, 2005
03/06/05 - 06/04/05	June 17, 2005
06/05/05 - 09/03/05	September 16, 2005
09/04/05 - 12/10/05	December 23, 2005
12/11/05 - 03/04/06	March 17, 2006
03/05/06 - 06/03/06	June 16, 2006
06/04/06 - 09/02/06	September 15, 2006
09/03/06 - 12/09/06	December 22, 2006
12/10/06 - 03/03/07	March 16, 2007
03/04/07 - 06/02/07	June 15, 2007
06/03/07 - 09/01/07	September 14, 2007
09/02/07 - 12/08/07	December 21, 2007

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

1. Safety Shoes: Effective December 15, 2002- \$8.00/month in 1st year, increasing to \$10.00/month in the 4th year of the agreement.
2. Dental Plan: 1st year of agreement - change from 2001 to 2002 ODA

2nd year of agreement - change from 2002 to 2003 ODA

3rd year of agreement - change from 2003 to 2004 ODA

4th year of agreement - change from 2004 to 2005 ODA

5th year of agreement - change from 2005 to 2006 ODA
3. Massage Therapy - maximum \$300.00/year.
4. Vision care – Effective December 15, 2002-\$200/24 months in the first year, increasing to \$250/24 months in the 4th year of the agreement.
5. **New** Benefit- Hearing Aid – maximum \$500/60 months.

6. Life Insurance – effective December 15, 2002-
\$30,000.00

In witness whereof the parties have affixed their
signature this 30th day of May, 2003.

FOR THE COMPANY:

Firestone Textiles Company
A Division of Bridgestone/
Firestone Canada Inc.

FOR THE UNION:

The United Food &
Commercial Workers
Local 175

Stuart Gomes
Human Resources Manager

Terry Morrison
UFCW Local 175

**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 is not able to cover, then the qualified day shift mechanics can be called to cover in order of highest seniority. Then the day shift mechanic shall be paid time and one-half their hourly rate for all hours worked in excess of eight hours per day except for Saturday and holidays which will be time and one-half for all hours worked and double time for all hours worked on Sunday.

- 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 December 15, 2007.

FOR THE COMPANY:

Firestone Textiles Company
A Division of Bridgestone/
Firestone Canada Inc.

FOR THE UNION:

The United Food &
Commercial Workers
Local 175

Stuart Gomes
Human Resources Manager

Terry Morrison
UFCW Local 175

**MEMORANDUM OF AGREEMENT
MAINTENANCE DEPARTMENT RELIEF
PLANTS NOS. 2 AND 3**

SCHEDULED ABSENTEEISM

When eight (8) hour general maintenance employees provide coverage for scheduled absenteeism of twelve (12) hour rotating shift general maintenance employees, for less than a period of fourteen (14) calendar days on the same shift, payment will be made at the rate of 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 as regular twelve (12) hour rotating shift employee and will be paid accordingly for the whole period of coverage.

This memorandum shall remain in effect for the duration of the Agreement dated December 15, 2007.

FOR THE COMPANY:

Firestone Textiles Company
A Division of Bridgestone/
Firestone Canada Inc.

FOR THE UNION:

The United Food &
Commercial Workers
Local 175

Stuart Gomes
Human Resources Manager

Terry Morrison
UFCW Local 175

**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) Millwright

(J) Shift Workers

2. A maximum of one (1) employee from each of A,B,C,D,E 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 (J) listed above will be permitted to schedule personal holidays on an individual basis, according to seniority with the following restrictions:

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

a maximum of one (1) employee per shift, may be off on any given day.

- (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.

- (5) Any requests for personal holidays in conjunction with paid holidays will be awarded on the basis of seniority, provided a minimum of one (1) week's notice is given on the form provided. Any previously scheduled vacation time will take priority over personal holidays regardless of seniority.
- (6) 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.

- (7) Only **two** of the above holidays may be taken prior to July **1st** of each calendar year, unless approval is given by the employee's supervisor to take all holidays before July **1st**.
- (8) 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).
- (9) 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.

(10) 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 December 15, 2007.

FOR THE COMPANY:

Firestone Textiles Company
A Division of Bridgestone/
Firestone Canada Inc.

FOR THE UNION:

The United Food &
Commercial Workers
Local 175

Stuart Gomes
Human Resources Manager

Terry Morrison
UFCW Local 175

**MEMORANDUM OF AGREEMENT
SUPER SENIORITY**

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:

Firestone Textiles Company
A Division of Bridgestone/
Firestone Canada Inc.

FOR THE UNION:

The United Food &
Commercial Workers
Local 175

Stuart Gomes
Human Resources Manager

Terry Morrison
UFCW Local 175

SCHEDULE "B"

STANDARD DEPARTMENTAL SHIFT HOURS

(a) On jobs requiring 3 shift operations:

Day shift	7:00 a.m. to 3:00 p.m.
Evening shift	3:00 p.m. to 11:00 p.m.
Night shift	11:00 p.m. to 7:00 a.m.

(b) On jobs requiring 2 shift operations:

Day shift	7:00 a.m. to 3:30 p.m.
Evening shift	3:30 p.m. to 12:00 midnight

(c) On jobs requiring 1 shift operation:

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

It is understood that 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
Process Control Technician
Spinning Take-up Operator
Drawtwist Operator
Shift Millwright

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 December 15, 2002

1. Employees will be insured for \$30,000.
2. In the event an employee shall, on or after December 15, 2002 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 December 15, 2002

- 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 December 15, 2002

1. For disabilities occurring after December 15, 2002, 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 the Workers' Safety Insurance Board. 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' Safety Insurance Act, they shall be entitled to receive such benefit under this section as they would have been entitled to receive had such accident been a non-occupational one.
3. Benefits will be payable from the first day of disability due to an accident and from the first day due to sickness if hospitalization is required, or if in and out of a Hospital or Outpatient Surgery Center within the same day due to a Covered Ambulatory

Surgical Procedure herein listed and from the eighth day of disability due to sickness.

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

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

Benefits will continue to be paid for the duration of the disability not to exceed twenty-six (26) weeks for each period of disability. Benefits will not be paid for disabilities in respect of pregnancy for any period during which the employee is entitled to a leave of absence due to pregnancy as provided in Clause 9.16 of the Current Agreement.

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

will be considered different periods of disability if separated by return to full-time work.

5. The Company will advance employees the amount owing from Accident and Sickness or WSIB upon the completion of the necessary form by the employee. No payment will be made until two (2) weeks after the completed claim form is received by the Human Resources Department

C. SICK BENEFIT

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.

CLARICA LIFE INSURANCE COMPANY

(Herein called Clarica)

Certifies that, subject to the terms and conditions of Group Policy No. 91520, 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 December 15, 2002 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 the United Food and Commercial Workers Local 175.

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) December 15, 2002 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 Clarica 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 Dismemberment Insurance-
are summarized herein.

For a further description of the coverage see the Plan Booklet.

Life Insurance *	Accidental Death and Dismemberment Insurance •
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\$30,000

\$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 Clarica and paying the first premium within thirty-one days following termination. Employees may select any type of individual policy then customarily being issued by Clarica, 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/her 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 Clarica, 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 Clarica upon request to the Employer.

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Upon receipt of due proof of a loss specified in the Plan Booklet, the Insurance Company 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. The Insurance Company 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 The Insurance Company and filed with the Employer. However, the Insurance Company may pay certain amounts, as provided by the Group Policy, to certain individuals by reasons of an individual's having incurred expense on behalf of the Employee or for burial or by reason of the Beneficiary being a minor or otherwise incapable of giving a valid release for any payment due. Except in the case of designations of preferred Beneficiaries made prior to July 1, 1962, the Employee may at any time, without the consent of their present Beneficiary, change Beneficiary by filing written notice

through the Employer on a form furnished by or satisfactory to The Insurance Company. The new designation will take effect on the date the notice was signed, but without prejudice to The Insurance Company 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

Clarica Extended Health Care Plan Benefits with a deductible in a calendar 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 Clarica 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 room rate for accommodation in a public general hospital.

B. DENTAL PLAN BENEFITS

Clarica 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. Clarica 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. Clarica Rider No. 3 is provided for

all married employees and their dependents, with no deductible, a 50%/50% shared risk and an overall lifetime maximum payable per person of \$1,000. All benefits are based on payment up to the Ontario Dental Association fee guide (1-year lag). Please refer to your Clarica benefit booklet for description of available benefits.

C. VISION PLAN BENEFITS

Clarica Vision Plan provides a benefit for all employees and eligible dependents up to a maximum of \$200/24 consecutive months effective the 1st year of the agreement, changing to \$250/24 consecutive months in the 4th year of the agreement. 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 December 15, 2002. Please refer to the Clarica 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 newborn 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 re-employed with credit for prior service the Accidental Death and Dismemberment, the Accident and Sickness, the Additional Hospital Expense Benefits, the Extended Health Care Plan Benefits, the Dental Plan Benefits and the Vision Plan Benefits Insurance will be immediately reinstated. The Group Life Insurance will also be reinstated if it has been cancelled.

C. INJURY OR SICKNESS

Employees off work due to injury or sickness will continue to be insured subject to the provisions of

the Plan, during the period in which they accumulate seniority, but not to exceed one year.

D. TERMINATION OF BENEFITS

1. Except as described in the "Layoff", "Leave of Absence", "Injury and Sickness" and "Retirement" Sections above, all insurance will terminate when employment with the Company terminates except as follows:
 - (a) The Life Insurance coverage will be continued in force for 31 days following termination of employment.
 - (b) The Accidental Death and Dismemberment coverage will be continued in force for 31 days following termination of employment.
2. Each employee shall enroll dependents on a form or forms to be provided by the Company and shall thereafter give immediate notice of any change of dependent status. Failure to give such notice may be grounds for a denial of the benefits provided herein until such notice is given and such dependent becomes eligible for benefits.
3. The Plan as described herein may be appropriately modified or terminated where necessitated by

Federal or Provincial Statute or Regulation. The benefits provided herein shall be reduced when and to the extent they are hereafter duplicated or supplemented in whole or in part by Federal or Provincial Statute or Regulation.

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

IV. 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 week.

Completed Years of Seniority	Contribution Rate
1 – 9	3.0%
10 – 14	3.1%
15 – 19	3.6%
20 – 24	4.3%
25 – 29	5.3%
30 – 34	7.0%
35 or more	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 the Human Resources Department for **details**.

MEMORANDUM OF AGREEMENT
PLANT 2 - 12 HOUR WEEKEND SHIFT
SCHEDULE

The weekend shift schedule will be implemented in accordance with the following provisions:

1. The schedule will consist of 2 – 12 hour schedules

“E” shift – beginning Friday night 7pm ending Monday morning 7am (3 shifts)

“F” shift – beginning Saturday morning 7am ending Sunday night 7pm (2 shifts)

Shifts E and F shall rotate from weekend to weekend nights to days

2. A. Initially, vacancies shall be filled on a voluntary basis by the most senior qualified Operators. If there are insufficient qualified employees who have volunteered, such vacancies will be filled in accordance with Article 9 section 9.12 (i.e.: Job Posting).
- B. Not more than 4 employees per shift will be used at any time.

3. In the event the schedule is discontinued or reduced in numbers, seniority provisions in Article 9 shall apply.
4. The calculated weekend premium will be the employees base rate plus 33% (base X 133%) for all hours worked on shift "E and F". This equals 80 hours pay for 60 hours worked over a two week period.
5. Night shift bonus 7pm to 7am \$ 0.353
6. Eligibility periods for seniority, probation, holidays/bereavement, benefits, weekly indemnity and pension shall be calculated at 1.33 x hours worked.
7. Vacation entitlement shall be calculated in the following manner

<u>Vacation Entitlement</u>	<u>Time Off</u>
2 weeks vacation	= 5 days off
3 weeks vacation	= 7 or 8 days off
4 weeks vacation	= 10 days off
5 weeks vacation	= 12 or 13 days off
6 weeks vacation	= 15 days off

Not more than one (1) employee will be absent for vacation and floaters holidays at any given time.

8. Overtime:

Overtime Monday through Friday shall be distributed to the 12 hour rotating shift employees first. Weekend workers may put their names on the optional list and will be called in before employees outside of the classification. When a weekend worker works overtime Monday through Friday, normal overtime premiums shall apply (i.e.: premium pay at base rate and crew premium where applicable.)

Employees replacing a weekend worker (shift E and F) on overtime bases would not receive the weekend premium of 1.33 time the base rate.

9. Employees working this shift schedule would receive eighty (80) hours C.O.L.A. for sixty (60) hours worked over a two (2) week period.
10. **All** the above are subject to change with mutual agreement by the Company and the Union.

Agreed June 14, 20 03.

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

Stuart Gomes
Human Resources Manager

FOR THE UNION:
The United Food &
Commercial Workers
Local 175

Terry Morrison
UFCW Local 175

MEMORANDUM OF AGREEMENT SCHEDULED/UNSCHEDULED OVERTIME

Unscheduled Overtime

The Company and the Union agree that in the event the Company makes an error in distributing “unscheduled overtime”, as per Article 5 in the Collective Agreement, to an employee(s) the Company will pay in full wages lost to the employee(s) effected.

Scheduled Overtime

The Company and the Union agree that in the event the Company makes an error in “scheduled overtime”, the Company will balance the proven day(s) in question by providing the opportunity to work to the employee(s) effected a day at the employees discretion within three weeks from the resolution of the issue in dispute. The resolution will occur within one (1) week of the employee bringing the matter to the attention of the Company. It is also understood that the day of overtime worked will not have any effect on previously scheduled or unscheduled overtime. Any unscheduled overtime that could result from employee absenteeism will be replaced from the unscheduled overtime list and not be replaced by an “opportunity to work day. If an error in scheduled overtime for employees are more numerous

on a specific shift, the Union and the Company will meet to resolve the issue. The Company will review the above with all Shift Supervisors. A shift Supervisor may not bypass an eligible employee on the scheduled overtime list for any reason. The above agreement is intended to eliminate favouritism and or unwillingnessto call all employees on the list.

FOR THE COMPANY:
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Stuart Gomes
Human Resources Manager

FOR THE UNION:
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Terry Morrison
UFCW Local 175

**MEMORANDUM OF AGREEMENT
STATUTORY HOLIDAY COVERAGE
TWISTER FIXERS ON 3-WEEK SCHEDULE**

Statutory Holidays falling on Monday to Thursday will be covered by the Twister Fixer scheduled to *work* Sunday to Thursday of the week in question. When the holiday falls on the Friday, the Twister Fixer scheduled to work Tuesday to Saturday will provide coverage.

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Human Resources Manager

Terry Morrison
UFCW Local 175

MEMORANDUM OF AGREEMENT DIRECT CABLER INSTALLATION

This letter will confirm our understanding with respect to the Company's decision to install Direct Cable equipment during the term of this agreement. The Company intends to reduce the number of employees who may be affected by this installation through attrition. However, should the introduction of this equipment result in the layoff of bargaining unit employees, the employee laid off as a direct result of this action may elect severance pay in lieu of remaining on the recall list. Severance pay will be two (2) weeks of pay, at the basic wage rate of the effected employee, for each year of service to a maximum of twenty-six (26) weeks pay.

- (a) to be eligible for severance allowance, an employee must have at least one (1) year of service at the time of termination.
- (b) Employees must first exercise their seniority under Article 9 before being eligible for the severance allowance and if offered employment within the bargaining unit they will not be entitled to the severance allowance.

- (c) It is understood that the payment of such severance allowance terminates the employment relationship.
- (d) All parties recognize that this agreement applies to a reduction in the work force as a direct result of the direct cabling installation in Plant 2 expansion area. Any reduction in the work force due to changes in business requirements, other process changes etc. are exempt from the conditions of this letter and will be handled as per Article 9 – Seniority in the collective agreement.

FOR THE COMPANY:

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FOR THE UNION:

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Commercial Workers
Local 175

Stuart Gomes
Human Resources Manager

Terry Morrison
UFCW Local 175

NORTHERN REGION



Sharon Gall
Director



Bill Kall
Union Representative



Colby Flank
Union Representative

REGIONAL OFFICE:

Room 21, Lakehead Labour Centre, 929 Fort William Road,
Thunder Bay, Ontario P7B 3A6
Phone: (807) 346-4227 Fax: (807) 346-4055
(800) 465-6932

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EASTERN REGION



Dan Lacroix
Director



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