

**COLLECTIVE**  
**LABOUR AGREEMENT**  
**BETWEEN**  
**C.S. BROOKS CORPORATION**  
**CALDWELL PLANT**  
**AND**  
**UNITED FOOD AND COMMERCIAL**  
**WORKERS**  
**LOCAL 478T**  
**1996-1998**

MAY 27 1997

00828 (05)

## **“INDEX”**

### **Preamble**

01	Recognition and Coverage
02	Relationship
03	Management Functions
04	Representation and Grievance Procedure
05	Arbitration
06	Discharge Cases
07	Strikes and Lockouts
08	Seniority
09	Productivity
10	Wage Payment Methods
11	Hours of Work and Overtime
12	Reporting for Work
13	Wage Rates and Call-in Pay
14	Shift Premium

- 15 **Plant Holidays, Vacation with Pay, and Insurance Plan**
- 16 **Bulletin Board**
- 17 **Bereavement**
- 18 **Union Security**
- 19 **Leave of Absence**
- 20 **Notices**
- 21 **Renewal, Amendment, and Termination**

**Schedule I: Rates of Pay**

**Schedule II: Plant Holidays**

**Schedule III: Vacations with Pay**

**Schedule IV: Insurance Plan**

**Schedule V: Authorization Card**

**Schedule VI: Other Matters**

This agreement entered into as of the 10th day of  
January 1997.

BETWEEN:

**C.S. BROOKS CORPORATION, CALDWELL  
PLANT**, in the Corporation of the Village of Iroquois,  
in the township of Matilda, in the Province of Ontario  
(hereinafter referred to as the “COMPANY”).

OF THE FIRST PART

and

**UNITED FOOD AND COMMERCIAL WORK-  
ERS** (Local 478T) (hereinafter referred to as the “Un-  
ion”).

OF THE SECOND PART

**ARTICLE 1**  
**RECOGNITION AND COVERAGE**

- 1.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent with respect to all matters properly arising under this agreement for all of the Company's hourly rated and piece-work employees at its plant in the Corporation of the Village of Iroquois in the Township of Matilda, save and except Supervisors, persons above the rank of Supervisors, Office and Sales Staff, as certified by the Ontario Labour Relations Board, the 29th day of April, 1969.
- 1.02 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so applies.

**ARTICLE 2**  
**RELATIONSHIP**

- 2.01 a) The Company agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised by the Company or by any of its representatives with respect to any employee, because of his membership in, or lawful activities on behalf of the Union.
- b) The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised upon employees of the Company by any of its members or representatives.

- 2.02 The Union agrees that there will not be any Union activities or business conducted on the premises of the Company, except **as** permitted by this agreement.
- 2.03 **Work Performed by Management Personnel:**  
Work normally done by employees in the Bargaining Unit will not be performed by Management personnel, except when actually instructing or training employees, in emergency cases, when it is **a** question of experimental work for the production of samples for development purposes or other research work deemed necessary by the Company.

### **ARTICLE 3**

## **MANAGEMENT FUNCTIONS**

- 3.01 The Union acknowledges that it is exclusively the function of the Company to:
- a) maintain order, discipline and efficiency;
  - b) hire, discharge, classify, direct, transfer, promote, demote, lay off and suspend or otherwise discipline employees, subject to the right to lodge **a** grievance as herein provided:
  - c) make and alter from time to time rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this agreement: and

d) generally to manage the industrial enterprise in which the Company is engaged and, without restricting the generality **of** the foregoing, to introduce or change machine processes; to make studies of and to institute changes in work loads, **job** assignments, wage payment methods, methods of operation and work payment rates; to determine the products to be manufactured, methods of manufacture, schedules of production, kinds and location of machines and tools to be used, processes of manufacturing, the engineering and designing of it's products, the control of materials and parts to be incorporated in the products produced and the extension, limitation, curtailment or cessation **of** operations.

3.02 In the case where the Company exercises it's options as described in paragraph 3.01 c) it will notify the Union in writing five **(5)** working days prior to the implementation **of** such.

3.03 The Company agrees that these functions will be exercised in a manner consistent with the other provisions **of** this agreement.

**ARTICLE 4**  
**REPRESENTATION AND GRIEVANCE**  
**PROCEDURE**

- 4.01 a) The Union may elect or appoint from employees in each of the following departments, Stewards whose duties shall be to assist employees working in the Steward's department, **and** shift where applicable, in presenting their grievances to the designated representatives of the Company in accordance with the grievance procedure:

<u>Department</u>	Number <b>of</b> Stewards
Yarn Preparation	One (1) per shift
Weave	One (1) per shift
Dye & Bleach	One (1) per shift
Sewing	One (1) per shift
Maintenance	One (1)
(Includes Boiler House)	
Shipping and Receiving	One (1) per shift



- b) The Company acknowledges the right of the Union to appoint or select from amongst the Department Stewards on each shift, a representative to be known as a Chief Steward for that shift.

4.02 The Company agrees to recognize a Grievance Committee composed of persons designated as Officers or Stewards, or Chief Steward, the Chairman of which shall be the Union President or his designate, provided that not more than six (6) members of the committee (including the Chairman) shall meet with the Company at one time to deal with a grievance.

It is understood that the above mentioned number of Union Representatives will not exceed one (1) per occupation within the same department and neither exceed two (2) per department if they are on different occupations.

4.03 Employees shall not be eligible to serve as Stewards or as Chief Steward or as members of the Grievance Committee unless they have been in the Company's continuous employ for at least three (3) months.

4.04 The Union shall keep the Company notified in writing of the names of its authorized Stewards and Chief Stewards and other officers, and the respective effective dates of their appointment. The Company shall keep the Union notified in writing of the names of supervisors who may be called upon to act with respect to the administration of this agreement.

- 4.05 The Union acknowledges that the Stewards and Chief Stewards and members of the Grievance Committee have their regular duties to perform on behalf of the Company and that such persons will not leave their regular duties without receiving permission from their Supervisor, which will not be unreasonably withheld. They shall state their destination to their Supervisor, together with their reasons therefore, and shall report again to their Supervisor at the time of their return to work if the Supervisor is in the department.
- 4.06 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his Supervisor an opportunity of adjusting his complaint. If an employee has a complaint, he shall discuss with his Supervisor within fifteen (15) working days for active employees, or twenty (20) working days for laid off employees, after the occurrence of the circumstances giving rise to the complaint, and failing settlement it may then be taken up as a grievance within three (3) working days (seven (7) working days for employees on weekend shifts) following receipt of the Supervisor's decision as follows:

#### **STEP NO. 1**

The employee will present his grievance in writing to his Supervisor. The employee concerned and the Steward, or in case of absence of the Steward, the Chief Steward shall discuss the grievance with the Supervisor.

Failing a settlement, the Supervisor shall deliver his decision in writing three (3) working days (seven (7) working **days** for employees on weekend **shifts**) following the presentation **of** the grievance to him. Failing settlement:

## STEP NO. 2

Within three (3) working days, (seven (7) working days **for** employees on weekend shifts) after the decision is given under Step. **No. 1**, the grievance will be submitted in writing and presented by the employee accompanied by the Steward, or in the case of absence of the Steward, by the Chief Steward **to** the Personnel Manager. The grievance shall slate the reason(s) for the Supervisor's decision in writing, under Step; No. 1 being unacceptable. The Personnel Manager shall deliver his decision in writing, within six (**6**)working days (seven (7) working days for employees on weekend shifts) after receiving the written grievance. Failing settlement:

#### 4.06 STEP NO. 3

Within five (5) working days (seven (7) working days for employees on weekend shifts) after the decision is given under Step No. 2, the grievor with the assistance of the Grievance Committee, will submit the grievance in writing to the Plant Manager, **or** in his absence, the Personnel Manager of the Company. The grievance shall state the reason(s) **for** the Plant Manager's **or** Personnel Manager's decision under Step No. 2 being unacceptable. A meeting will then be held between the Plant Manager or Personnel Manager **and** the Grievance Committee, and an accredited representative of the Union shall be present at the request of either the Company **or** the Union. The Steward from the area concerned or the Chief Steward, if he has been previously involved in the settlement of that grievance may displace one of the members of the Grievance Committee at such meeting. The Union Committee will notify the Company of any Steward or Grievor wishing **to** attend a meeting concerning their grievance. The decision of the Plant Manager or Personnel Manager shall be delivered in writing within seven (7) working days.

It is understood that the Plant Manager or Personnel Manager may have such counsel and assistance **as** he may desire at any meeting with the Union Grievance Committee.

- 4.07 Any collective grievance may be submitted by the Department Steward or in case of absence of the Department Steward, by the Chief Steward to the Shift Supervisor or Department Supervisor within the same delays as spelled out above, provided said grievance is signed by at least one of the employees involved, and/or one of the Officers of the Union.
- 4.08 Failing settlement under the foregoing procedure of any difference between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such difference or question may be submitted to arbitration as herein after provided. If no written request for arbitration is received within ten (10) working days after the decision under Step No. 3 is given, it shall be deemed to have been settled or abandoned.
- 4.09 For the purposes of Articles 4 and 5, a working day means a day from Monday to Friday, excluding Statutory Holidays and days when the Personnel Department is closed.
- 4.10 All agreements reached under the Grievance Procedure between the representatives of the Company and the representatives of the Union or between the employee(s) and the Company, provided it is not contrary to the provisions of this agreement, will be final and binding upon the Company, the Union, and the employees.

- 4.11 In all steps of the Grievance Procedure, where no written answer has been given within the time limits specified, the employee(s) concerned or the Union, as the case may be, shall be entitled to submit the grievance to the next step of the Grievance Procedure, including arbitration.
- 4.12 At any step of the Grievance Procedure, necessary arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with necessary witnesses, provided sufficient advance notice is given.
- 4.13 Any and all time limits fixed by this article and Article 5 may at any time be extended by written agreement between the Company and the Union.
- 4.14 At the request of either party, a meeting will be held once each month between the Grievance Committee and a Company Committee appointed by the Plant Manager. Such meeting shall be held not more than two (2) weeks after the presentation of the proposed agenda by the party requesting the meeting.
- 4.15 a) No monetary adjustment affected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the grievance was formally presented to the Company under the Grievance Procedure, except as to a grievance claiming payment of an improper wage rate, which may be made retroactive to the date the grievance occurred.

b) In cases of missed overtime, or incorrect order of recall over (8) eight hours, for the (5) five day schedule, or (12) twelve hours for the weekend, or (7) seven day schedule, the Company shall pay for all lost wages incurred, anything (8) eight hours or (12) twelve hours or less as per these schedules shall be rectified by remedy in kind. Such remedy in kind for employees affected to (12) twelve hours for the weekend or (7) seven day schedule meaning performing (8) eight hours of work for the (12) twelve hours compensation.

## ARTICLE 5 ARBITRATION

- 5.01 When a written notice for arbitration is received by the Company in accordance with the terms of Article 4.08, the grievance shall forthwith be submitted to a sole arbitrator to be chosen in rotation amongst the following arbitrators:

Michel Piche  
Debra Leighton  
Claude Lauzon

Jean-Guy Clement  
Rolland Tremblay

- 5.01 In the event that the designated sole arbitrator cannot meet the parties within a reasonable delay, or in the event that the designated sole arbitrator has not yet rendered his decision on a previous grievance, the next arbitrator will be chosen.

In the event that all above mentioned arbitrators are unavailable, or should the parties mutually agree, the parties will request that the Department of Labour of the Province of Ontario designate an arbitrator.

Should the grievance concern a task, job assignment and/or work payment rates, the arbitrator shall be a competent Textile Engineer appointed from any of the following:



Charron, Bourgetel et Ass. Enrg.  
Woods, Gordon & Co.

**or** such other qualified Industrial Textile Engineer as may be agreed upon.

5.02 No matter may be submitted to arbitration which has not been properly carried through **all** previous steps of the Grievance Procedure.

5.03 **DECISION**

The decision of the sole arbitrator will be final and binding on the parties to the present agreement and all other employees concerned.

5.04 **LIMITATION OF POWER:**

The sole arbitrator shall not be authorized to make any decision inconsistent with the provisions of the agreement, nor to alter, modify or amend any of this agreement.

5.05 **FEES AND EXPENSES**

The fees and expenses of the sole arbitrator will be paid on the basis of one half by the Company and one half by the Union.

## ARTICLE 6

### DISCHARGE CASES

- 6.01 a) A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Plant Manager or in his absence, the Personnel Manager of the Company within five (5) days after the employee ceases to work for the Company and the first step of the Grievance Procedure will be omitted in any such case.
- 6.01 a) The Company agrees to notify the Union in writing of a discharge at the time of such discharge and if requested within twenty four (24) hours thereafter, will hold an interview conducted by the Personnel Manager before the discharge is considered final. Prior to such interview, the Company will advise the employee's Steward of the arrangement, and the Steward will be given the opportunity to be present at the commencement of the interview and, if the employee wishes, the Steward may remain throughout the interview.
- b) In case of a discharge, the Company will advise **the** employee's available Steward or in his absence, the Chief Steward or a Union Representative who will be given an opportunity of being present to discuss the circumstances that required disciplinary action.

- 6.02 Such special grievance may be settled under the Grievance and Arbitration Procedures by:
- a) confirming the Company's action in dismissing the employee;
  - b) reinstating the employee with **full** compensation for the time lost; or,
  - c) by any other arrangement which may be deemed just and equitable and mutually agreed upon.

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## **STRIKES AND LOCKOUTS**

- 7.01 The Company agrees that there will be no lockout of employees and the Union agrees that there will be no strike, slow-down, sit-down, or other action which will interfere with work or production. If any such action takes place, the Union agrees to instruct its members to carry out the provisions of this agreement **and** to return to work and perform their duties.

## ARTICLE 8

### SENIORITY

#### 8.01 DEFINITION

For the purposes of this agreement, seniority means the total length of continuous service accumulated with the Company by an employee, in accordance with the conditions provided hereunder in Paragraph 8.02.

#### 8.02 PROBATIONARY PERIOD

a) **An** employee will be considered on probation and will not be subject to the seniority provisions of the agreement until after he has completed four hundred and eighty (480) hours of work in the Bargaining Unit within a period of six (6) consecutive calendar months (nine (9) months for employees on weekend shifts) excluding departmental shutdowns from the six (6) or nine (9) month period, from the date of hire. Upon completion of such probationary period the employee's name will be placed on the seniority list of his department, with seniority dating from his date of hire. The following is a list of departments for seniority purposes.

1. Yam Preparation
2. Weave
3. Dye and Bleach
4. Sewing
5. Maintenance (including Boiler House)
6. Shipping and Receiving

b) Transfer into the Bargaining Unit:

1. Any employee, who has worked on an occupation covered by the Bargaining Unit and who has been transferred before November 4th, 1987, to **an** occupation not covered by the agreement will be credited for seniority purposes with his total length of continuous service accumulated within the Bargaining Unit if he **is** transferred again to an occupation covered by the present agreement.

It is understood that said employee will have the right to use one of the following options when so transferred:

- Replace the least senior employee on the former occupation and shift that he held prior to his transfer outside the Bargaining Unit.
- Replace the least senior employee on the said former occupation and on the schedule of his choice.
- Replace the least senior employee on the shift of his choice on any occupation he has fulfilled satisfactorily prior **to** his transfer outside the Bargaining Unit.
- To be transferred on an open occupation or an occupation held by the least senior employee.

2. Any employee, who works on an occupation covered by the Bargaining Unit and is given an opportunity after November 4th, 1987 to attend educational or training courses or any employee trained for a Non-Bargaining Unit occupation, will be credited for seniority purposes with his total length of continuous service, if he should be subsequently transferred into the Bargaining Unit within twelve (12) months of completion of said courses or training.
- 8.02 b) 2. Prior to the commencement of said course or training the Company will inform the Union in writing with the name of the employee concerned as well as an estimated period of time of the duration (maximum of twenty-four (24) consecutive months) for said course or training.
3. After November 4th, 1987, any employee who works on an occupation covered by the Bargaining Unit and who is subsequently transferred to an occupation not covered by this agreement will be credited for seniority purposes, with his total length of continuous service if he is transferred again into the Bargaining Unit within twelve (12) months.

4. In the case where an employee is reinstated into the Bargaining Unit as per the provisions of 8.02 b) 1, 2 and 3, said employee will remit to the Union a sum equal to the amount of union dues for the period so spent up to a maximum of 24 months outside the Bargaining Unit.

Said remittance will be in accordance with one of the following choices made by said employee before his transfer outside the Bargaining Unit:

-By cash.

-By doubling his weekly union dues

-By tripling his weekly union dues.

- 8.03 Time lost in excess of nine (9) months in the case of layoff and in excess of twelve (12) months in the event of sickness or accident will not be counted in computing an employee's seniority; however, in cases covered by the Worker's Compensation Act, time lost during the period of compensation will be counted.

The provisions of this paragraph do not apply to probationary employees where time lost for any reason will not be counted in determining the completion of the probationary period.

#### 8.04 LOSS OF SENIORITY

An employee shall lose all seniority and his employment shall be terminated if he:

- a) voluntarily quits the employ of the Company;
- b) is discharged for just cause and the discharge is not reversed through the Grievance Procedure;
- c) fails for no acceptable reason within seven (7) days pursuant to notification sent by registered mail by the Company to report to work following a layoff or to advise the Company of his intention to report to work pursuant to the said notification;
- d) has been laid off for a period of time equivalent to the length of his seniority at the time he was laid off up to a maximum of twenty-four (24) months, the whole subject to sub-paragraph (c) above;
- e) is absent due to sickness or an accident for more than twelve (12) months in the case of an employee with less than five (5) years seniority and twenty-four (24) months in the case of an employee having five (5) years or more seniority. If an employee advises the Company at the end of the said twelve (12) or twenty-four (24) month period, as the case may be, and once every six (6) months thereafter of his intention to return to work, his seniority will not be broken. These provisions do not apply in Worker's Compensation cases and seniority will not be broken during the period of compensation.



- f) The Company and the Union recognize the importance of assiduity and timeliness, and the need for the Company to apply reasonable control over absences and tardiness in cases of abuse.

8.05 APPLICATION FOR SENIORITY:

Seniority rules are applied firstly to the employees of the department concerned before looking elsewhere in the plant.

8.06 DEFINITION OF VACANCY

For purposes of this Article 8, a vacancy results either from the normal turnover of personnel, such as retirement, resignation, death, promotion, dismissal, demotion for cause or transfer of employees to jobs not covered by this Bargaining Unit or from an increase in the number of employees required on an occupation. The above does not imply that particular job vacancies must necessarily be filled. However, should the job remain in operation, it shall be filled in accordance with the provisions of Article 8.07.

8.07 IN THE CASE OF JOB VACANCIES, THE FOLLOWING PROCEDURE WILL APPLY:

- a) The Company will post the job vacancy notice for a period of seven (7) days on the departmental and central bulletin board and will remit a copy to the departmental steward. However, the Company is not required to post any job vacancy where duration of the vacancy does not exceed sixty (60) working days. A temporary job vacancy is that which is defined under Article 8.11 - Temporary Transfers, subheadings "a" to "f". The Company will notify the Union of any unposted vacancy which exceeds sixty (60) working days.
- b) Employees who are interested in the job vacancy will offer their candidacy by requesting a job bid form from their supervisor.
- c) If no employee in the department concerned has offered his candidacy or if no candidates are qualified in the department, the Company will consider from other employees who have applied.
- d) In the choice of the employee to occupy the job vacancy, seniority shall prevail among employees who have offered their candidacy providing they are qualified to perform the occupation for which they are a candidate as outlined in Paragraph 8.09.
- e) 1. The Company will post acknowledgement notices for all candidates to any job vacancies. The name of the successful applicant will be posted on a job award notice for any job vacancy for a period of four (4) working days.

The Company will advise the successful applicant of any job vacancy within one week from the expiry date of the job posting period.

The Company will send a copy of the job posting and the award of the successful candidate to the local union.

2. The Company will place the successful applicant on the occupation within fifteen (15) working days of the end of the posting period except where such appointment would disrupt normal production flow and/or needs and the requirements of quality or will not exceed the period of time required to train replacements for the vacancies occurring.
  - f) It is agreed that the Company may temporarily fill the job vacancy during the posting period without restriction.
  - g) The employees who have bid for the job vacancy as described in sub-paragraph (b) above are the only ones who may later file a grievance.
  - h) An employee who has thus been granted an occupation at an equivalent or lower contractual wage rated job will not be permitted to bid to his former occupation or an equivalent or lower contractual rated job for any future job vacancy during the ensuing year.

In any cases when an employee has been granted an occupation at an equivalent or lower contractual wage rate job, he will then receive the contractual wage rate of the job he has been granted if it is unmeasured or measured hourly, and if it is a piecework job, he will then receive the guaranteed rate of said job, or according to his performance.

i) In exceptional cases where employees who have been promoted and who cannot perform during the training period, a demotion or transfer can be considered only by mutual agreement of both parties.

8.07 i) When the Company, nevertheless, wishes to demote or transfer an employee for reasons of ill health, the employee will be given preference according to his seniority if it is an occupation which he **has** previously fulfilled satisfactorily in the same department or if he has not previously fulfilled this occupation ,if he is qualified to do the work. This, however, does not preclude the right of the employee who is demoted or transferred from lodging a grievance on the basis that his demotion or transfer was unjustified.

## 8.08 PREFERENCE OF ASSIGNMENT

In the case of preference of assignment requested by employees, the following will apply:

- a) **When a vacancy occurs on an occupation on a particular shift, a maximum of one (1) change in assignment will be permitted upon request of an employee working on the occupation and shift concerned on the basis of seniority.**
  - b) The preference of assignment as described above will be granted to the employee currently working on the occupation and shift concerned prior to filling the job vacancy.
  - c) The parties agree that in no other circumstances will there be a preference of assignment among the employees currently working on the same occupation.
- 8.09
- 1. The following factors will be considered in evaluating an employee's skill, competence and ability related to the performance of the work for which he is a candidate.
    - a) Physical requirements of the occupation and physical qualification of the candidate
    - b) Results of aptitude tests.
    - c) Successful participation in training courses for the occupation for which he is a candidate. These training courses may take the form of theoretical courses, on-the-job training in the department or in the Training Centre.

- d) Licenses where required.
- e) For the jobs involving the handling of a crew, the ability to direct people shall also be considered.
- f) To utilize an aptitude test as a factor of consideration to evaluate an employee, the Company must:
  1. Consider new experience since last test and allow an employee applying for a job to undertake the same test as other candidates.
  2. Act the same as above in cases of courses followed by an employee in relation with requirements of posted occupation.

It is understood that some of these above-mentioned factors will have more relative importance than others depending on the occupation which is vacant.

- 2 Should the Company decide to give training courses to its employees on various occupations, the employees who are chosen will be selected according to the provisions of Paragraph 8.09. As much as it is feasible, the Company will consider seniority in the selection of instructor and trainees, should the choice not have been made by seniority, the company will explain their decision.

## 8.10 PERMANENT TRANSFERS

A permanent transfer is a permanent assignment of an employee by the Company to a job vacancy in another occupation at the same wage rate.

In the case of permanent transfers, the same principles will apply as outlined above in Paragraph 8.09. An employee will carry his seniority with him immediately upon being transferred permanently to a different department.

It is understood and agreed that an employee on the seniority list is not obliged to accept a permanent transfer.

## 8.11 TEMPORARY TRANSFERS

A temporary transfer is a temporary assignment of an employee at the request of the Company to a temporary job vacancy in another occupation at a higher wage rate, at a lower wage rate or an equivalent wage rate.

It is understood that temporary transfers from the week-day schedule to the weekend schedule and vice-versa shall be voluntary with the exception that the least senior employee on the occupation and schedule in question being required to accept said transfer when the only alternative of the Company is to lay off other employees.

8.11 Temporary transfers shall be effected for a maximum period of thirty (30) calendar days, except for one of the following reasons, in which case the given movements will not exceed twelve (12) months. It is agreed that following a three (3) month period, at the employee's request, he will be returned to his original assignment provided he is not the most junior qualified and production circumstances allow this direction to be taken.

Temporary transfers will be offered by seniority to qualified employees when production circumstances allow this direction to be taken. It is understood, the least senior qualified employee involved in the above will be obliged to accept the transfer when no qualified, more senior employee agrees to take the transfer.

- a) to replace one or more employees who are taking their annual vacations;
- b) to replace an employee absent as a result of an industrial accident or illness, or non-industrial accident, or an employee absent on maternity leave;
- c) to replace a transferred employee, who at the request of the Company is working for another branch of C.S. Brooks Corporation or of Dominion Textile Inc., or for another company affiliated to or supplying materials or services to the Company;
- d) to fill a job because the Company has temporarily increased certain labour requirements to meet a special situation.



It is understood that this paragraph does not imply that in cases of normal vacancies and normal conditions that Articles 8.06 and 8.07 are not to be applied;

- e) to replace an employee who **is** receiving special training or preparation for a supervisory or technical position, or to replace an employee transferred as a result **of** the transfer of another employee who is receiving the said special training or preparation;
- f) to replace an employee absent on a special approved leave.
- g) Any employee who is temporarily transferred under this article from the (7) seven day, (12) twelve hour schedule to the (5) five day,(8) eight hour schedule will maintain their (75) seventy five cent per hour add-on for all hours worked during the Monday to Friday work week. For any work performed on Saturday or Sunday, the (75) seventy five cent add-on is excluded and the employee would receive the regular rate of pay at the applicable overtime rate.

The Company shall have the right to transfer employees on a temporary basis to fill temporary job vacancies as described in the preceding paragraph. Employees who are thus transferred will be remunerated according to the provisions of Paragraph 13.02.

The Company will not use a series of temporary appointments outside the job posting procedure to enable an employee to accumulate experience in order to place him in a preferential position in the event of a permanent vacancy.

## **8.12 SHIFT WORK**

- a) If there is more than one shift in operation on any occupation, the employees will rotate every week unless there is a mutual agreement among the employee, the Company and the Union.
- b) The departmental seniority of an employee who is currently on the occupation in that department will govern preference of shifts when a vacancy occurs on that occupation.

## **8.13 LAYOFFS - LESS THAN ONE (1) COMPLETE SHIFT**

Subject to Paragraph 8.14 hereunder, in the event that it becomes necessary to reduce the number of employees on an occupation in a department for less than one (1) complete shift, the employees on the occupation and shift concerned will be laid off in the reverse order of seniority according to the seniority list established in Paragraph 8.19. It is understood that employees so laid off will not have the right to displace other employees on other shifts or other occupations.

**8.14 LAYOFFS - ONE (1) COMPLETE SHIFT TO FIVE (5) COMPLETE SHIFTS**

In the event that it becomes necessary to reduce the number of employees on an occupation in a department for one (1) complete shift to five (5) complete shifts for weekday employees or one (1) to three (3) complete shifts for weekend employees, or seven (7) day twelve (12) hour shift employees, the employees on the occupation with the least seniority according to the seniority list will be subject to a layoff. The employee subject to a layoff will have the right to replace an employee on a probationary period in production, or an employee with the least seniority on an occupation in his department which he had previously fulfilled satisfactorily or on an equivalent or lower rated occupation in his department provided that he is qualified to perform the work.

Notwithstanding any of the foregoing, any employee qualified under 8.09 who is affected by a layoff for an aggregate of more than five **(5)** working days for the weekday employees or more than three (3) working days for weekend employees or seven **(7)** day twelve (12) hour shift employees within a six month period may avail themselves firstly of the provisions of Article 8.14 and secondly of the provisions of Article 8.15 insofar as being able to bump outside the employees own department. Any employee who avails themselves of the provisions of these articles must be fully qualified to perform immediately (ninety percent performance) on the occupation to which they have exercised their rights. These periods will run from January 1 to June 30 and July 1 to December 31.

8.15 **LAYOFFS - MORE THAN FIVE (5) COMPLETE SHIFTS**

In the event that it becomes necessary to reduce **the** number of employees on an occupation in a department for more than five (5) complete shifts, for weekday employees or more than three (3) complete shifts for weekend employees or more than three (3) complete shifts for seven (7) day twelve (12) hour shift employees, the employee on the occupation with the least seniority according to the seniority list established in Paragraph 8.19 will be subject to layoff. The employee subject to said layoff firstly has the right to replace a probationary employee on production or **an** employee with the least seniority on an occupation which he has previously fulfilled satisfactorily or on an equivalent or lower ranked occupation in his department provided that he is qualified to perform the work within a maximum delay of five (5) days for weekday employees or four (4) days for employees on weekend shifts, or seven (7) day schedule. Secondly if the employee is unable to use the above provisions he has the right to replace a probationary employee on production or an employee with the least seniority on an occupation which he has previously fulfilled satisfactorily or an equivalent or lower ranked occupation in another department provided that he is qualified to perform the work within a maximum delay of five (5) days for weekday employees or four (4) days for employees on weekend shifts or seven (7) day operation.

This last disposition can only be invoked once by an employee concerned on the occasion of each layoff and will only be applied to employees with six (6) months seniority or more.

An employee who is laid off, must indicate his intentions in regards to exercising his seniority rights within five (5) working days.

In cases where occupations and/or complete assignments are permanently eliminated due to a reduction of machinery or technological change, this last disposition which will be extended to thirty-five (35) working days, can only be invoked once by an employee concerned on the occasion of each layoff and will be applied to employees who have at least completed their probationary period.

An employee who transfers to another department as a result of Article 8.15 will have his/her seniority transferred effective immediately when the transfer occurs. This does not eliminate the provisions of Article 8.16 (d).

**N.B.** It is understood that provisions of Article 8.13, 8.14, and 8.15 are to be applied within the employees regular schedule before being applied into the other schedule.

## 8.16 RECALLS TO WORK

**The** following procedures will apply in recalling employees to work following a layoff:

“Laid off” being defined as not working on any occupation in the plant.

### **A). Temporary Recalls:**

Laid off employees will be recalled *to work in their order* of seniority in their respective departments and on the posted occupation which they held prior to the layoff.

However, should such employees not be available, then laid off employees will be recalled to work in the order of seniority in their respective departments, provided that they previously fulfilled the occupation satisfactorily and provided that they meet the provisions of Article 8.09.

Further, should such employees not be available, then laid off employees will be recalled to work in the order of seniority from other departments provided that they previously fulfilled the occupation satisfactorily, and provided that they meet the provisions of Article 8.09.

### **B) Permanent Recalls**

Laid off employees will be recalled to work in the order of seniority in their respective departments **on an** occupation which they have previously fulfilled satisfactorily and provided that they meet the provisions of Article 8.09.

However, should such employees not be available, then laid off employees will be recalled to work in the order of seniority in their respective departments, provided that they meet the provisions of Article 8.09.

Further, should such employees not be available, then laid off employees will be recalled to work in the order of seniority from layoffs from other departments provided that they previously fulfilled the occupation satisfactorily, and provided that they meet the provisions of Article 8.09.

Further, should such employees not be available, then laid **off** employees will be recalled to work in the order of seniority from layoffs from other departments provided they meet the provisions of Article 8.09.

**C)**

However, if an employee is recalled to a new department, his seniority will be transferred effective immediately when the transfer occurs. This does not eliminate the provisions of Article 8.16 d).

New employees will not be hired until all laid off employees have been so recalled.

However, it is understood that employees will not be obliged to accept recall to a work schedule or department different than **the** one they worked prior to their layoff except in the case that the only alternative for the Company is to hire new employees, then it is understood that the junior employee involved in the above provisions, will be obliged **to** come back to work.



**D)**

It is understood that, when an occupation or shift is again formed, the original employees on this shift or occupation who may have been transferred or demoted to another occupation and while displaced to another job, have not been awarded a new occupation as a result of Article 8.07, will return to the reorganized shift or occupation provided that this happens within a period of one (1) year following their transfer or demotion except where such transfer would disrupt normal production flow and/or needs of the requirements of quality.

It is understood that the Company will not use these delays to allow employees on temporary transfers to accumulate preferential position on the reformed shift.

The employee originally on the shift and the occupation must be transferred back on his shift in the shortest possible delay. After the application of this paragraph, any unfilled occupations on the reformed shift are considered “vacancies” as defined in Paragraph 8.06.

**E)**

It is understood that when an employee has worked on an occupation for more than (1) one year due to a transfer under Article 8.15, that occupation shall become his posted occupation.

8.17 NOTICE OF CHANGE OF ADDRESS

It is the duty of employees to notify the Company promptly of any change of address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employees.

#### 8.18 COMPENSATION

If it is established that the seniority rights of an employee have not been respected, the sole arbitrator will have the right to determine compensation to be paid by the Company, if any, up to the amount of earnings lost and change the seniority date of the employee if necessary.

#### 8.19 SENIORITY LIST

- a) A list of seniority standings will be posted in each department, showing the names of each employee in that department together with his length of continuous service with the plant in accordance with Paragraph 8.01. This list will be revised every six (6) months. Copies of these posted lists shall be forwarded without delay to the Union, and a copy remitted to Departmental Stewards and other plant Union Officers. After such posting, each such list shall become final with respect to the employees designated therein, except as to any employee who disputes, under the Grievance Procedure, the accuracy of his seniority date or the seniority date of any other employee of his department designated therein, within thirty (30) working days after the list is posted. In any event, such grievance cannot dispute the accuracy of any previous final list.

- b) **The accuracy of the seniority lists may be subject to revision at any time when such inaccuracy occurs as a result of typographical error.**
- c) The date of posting will be indicated on the seniority list.

## 8.20 OCCUPATIONS NOT COVERED BY AGREEMENT

Appointments to occupations not covered by this agreement shall not be subject to the terms of this Article 8.

## 8.21 POSTING FOR FUTURE OPENINGS

When the possibility of a permanent vacancy is anticipated on an occupation in the Bargaining Unit for reasons such as attrition, when training is necessary in advance because of the length of the training period or for any other reason mutually agreed to by the parties, future openings will be posted as an occupation without assignment and shift. The posting and selection will be done according to the provisions of Article 8.07 and 8.09.

When the training is completed, the employee will return to his or her former occupation. It is also understood that when such training is fully completed, said accumulated experience is to be taken into consideration in the event of any future layoffs.

When the occupation for which the employee was trained becomes open, it will be posted to allow preference of assignment and shift only among employees currently on the occupation. Then the employee that was trained will be required to take the opening provided the employee has not, subsequent to the training period, been awarded a job posting to an occupation that is a promotion over the future needs posting to which he was trained.

If more than one employee was trained in advance, seniority shall prevail with the least senior employee being required to accept the opening.

## **8.22 PERMANENT VACANCY WITH POSSIBILITY OF CANCELLATION**

When the possibility of a permanent vacancy is anticipated on an occupation in the Bargaining Unit for reasons such as: an employee having decided to take an early retirement, or in the case of serious illness or injury or for any other reason agreed between the parties offering a reasonable doubt of a permanent vacancy. Such vacancy will be submitted to the posting procedure outlined in **8.07**, with the particularity that should the employee having vacated the occupation return to work, employees being promoted shall return to the job they occupied before being promoted on account of this posting. Reasons justifying such a posting will be specified on the notice.

## ARTICLE 9

### PRODUCTIVITY

- 9.01 a) During the course of the present agreement, all changes concerning tasks, work assignments piece-work rates or changes in the regular duties of an hourly paid occupation or changes from an hourly rated occupation to piece-work rated occupation, or vice versa and the establishment of new rates, therefore shall be submitted by the Company to the Union.
- b) The Plant Manager, upon request, at any time after the commencement of change referred to in Paragraphs 9.02, 9.03 and 9.04, or at any time after a written request for a revision of element time values has been submitted under Paragraph 9.05, and until such time **as** the change is accepted or the written request for revision is settled, or a decision of the sole arbitrator is rendered, shall grant the Union permission to delegate a representative to observe the effects of the said change and/or to carry out chronometrical tests himself for the purpose of verification provided the said representative does not hinder the proper functioning of the department.

9.02 If a change contemplated by the Company concerning a piece work occupation has **to** do with the revision of a measured work element or the addition of measured work element not already established **or** the complete elimination **of** a measured work element, the Company must at least one (1) working week prior to the application of that change, advise the Union in writing **of** the nature of the change.

If the change applies **to** a measured piece work occupation and affects the existing standard time value by twenty percent (20%) or more, a period of adaptation will be applied.

The period **of** adaptation will have a maximum duration of **four** (4) weeks. During this period, the employees concerned will work under the new conditions. **For** wage payment purposes, the difference between the preceding and new standard time values will be applied progressively in five (5) equal weekly increments: one increment at the beginning **of** each adaptation week, and one last increment at the beginning of the fifth week. At the conclusion **of** the period of adaptation, the full revised standard time value will be in effect for wage payment purposes.

When the change has been put into effect by the Company, and the Union does not agree with such change, a review **will be made by a representative of the plant's Industrial Engineering Department** and the representative of the Union. Such review will include an inspection of the job specification and summary data which formed the basis for the change. If such review does not settle the grievance, the Union may refer the said change to the sole arbitrator mentioned below for his decision.

Only the work elements changed and calculations affected by the change will be subject to review by the sole arbitrator. **If** no request is made in writing by the Union to submit such change to the sole arbitrator within forty-five (45) days after the date it was put into effect, the change shall be deemed to be accepted.

- 9.03 If a change contemplated by the Company concerning a piece work occupation has to do with a revision of a measured work element or the addition of a measured work element, or the complete elimination of a measured work element because of the installation of different machinery, or if an hourly or piece work element because of the installation of different machinery or if a non-measured hourly occupation is to be placed by the Company on measured piece work, or if a new occupation is introduced, the Company must, at least two (2) working weeks prior to the application of such change, advise the Union in writing of the nature of the change. On the date that such change takes place, it will be considered as under a trial period, the conditions of which **are** defined in Paragraph 9.06 and the following paragraphs.

- 9.04 All changes made by the Company concerning piece work occupations other than those referred **to** in Paragraphs 9.02 and 9.03 are to be settled, if grievances arise, by the following procedure:

**Step One:**

A review of the grievance is **to** be made by an Industrial Engineering representative of the Company and **a** representative of the Union.

Such review will include an inspection of the job specification and test data which **form** the basis for the change. The representative of the Union may **also**, by arrangement with the Industrial Engineering representative **of** the Company, visit the premises where the grievance arose. Notice of the nature of such change will be given to the Union in writing.

If no grievance is made **as** a result of any changes referred **to** in this paragraph within twenty **(20)** working days after the change is to be put into effect, the change shall be deemed to be accepted.

9.04 **Step Two:**

If the review provided in Step One above does not provide an immediate solution **to** the grievance, joint tests will be made by an Industrial Engineering representative **of** the Company and a representative **of** the Union **to** settle the grievance on the change concerned.



Any joint tests shall be of the same nature and to the same extent as the tests upon which the change was originally based. The extent of the joint test called for may be varied by the parties by mutual agreement.

If the results of the joint tests made by the Company and the Union are such as not to affect the standard time value by plus or minus 4% or less, no change is to be made in the standard time value.

If the results of the said joint tests affect the standard time value by greater than plus or minus 4%, the standard time value will be so revised and put into effect.

If the results of the said joint tests call for an increase in the standard time value by greater than 4%, retroactivity is to be paid back to the date of the change.

If the parties, after having completed the joint tests in this Step **Two**, and after having studied their findings cannot agree on the results of the said joint tests, the Union may refer the said change to the sole arbitrator mentioned below.

### Step Three:

The sole arbitrator shall review the change made by the Company and shall make tests of the same nature and to the same extent **as** the tests upon which the change was originally based.

If the results of the tests made by the sole arbitrator are such as not to affect the standard time value by plus or minus 4% or less, no change is to be made in the standard time value.

If the results of the test made by the sole arbitrator affect the standard time value by greater than plus or minus 4%, the standard time value will be so revised and put into effect.

If the results of the test made by the sole arbitrator call for an increase in the standard time value by greater than 4%, retroactivity is to be paid back to the date of the change.

It is recognized that due to their nature, changes referred to in this Paragraph 9.04 may be frequent and continuing revisions of such changes to reflect modifications in conditions may be called for at any time.

- 9.05 a) If no change is introduced by the Company, but if in the opinion of the Union, a change has occurred of the type covered in Paragraph 9.04, in case of an unsettled complaint, a grievance may be submitted for settlement, including arbitration if necessary, in accordance with the terms of Paragraph 9.04.

- 9.05 b) **If no change is introduced by the Company of the type covered in Paragraphs 9.02 and 9.03, but if in the opinion of the Union a time of one or several elements of a standard time value requires modification, the following procedure will apply.**
1. When one or more element times of a standard time value which have not been previously submitted to the sole arbitrator have been in effect and a period of one (1) year has elapsed from the date of the last acceptance by the Union, it may request a revision in the said standard time value. If one or more element times of a standard time value have been arbitrated, this will not preclude the balance of the element times of the said standard time value not arbitrated, from the application of ~~this~~ paragraph. If one or more element times of a standard time value have been previously submitted to the sole arbitrator, but if in the opinion of the Union a change has occurred, which had not been covered by the decision of the sole arbitrator (or submitted as a change by the Company) and which in their opinion affects the standard time value such contention may be submitted by the Union to the sole arbitrator for his decision. In such a case, the burden ~~of~~ proof falls on the Union.

2. Within forty-five **(45)** days from the written request of the Union for a revision of element time values, both parties will meet to attempt to finally settle the request. Failing a mutually satisfactory settlement, the request for revision by the Union may be referred to arbitration according to the dispositions of Paragraph 9.11. When such a request is made for arbitration, then all the element times for a standard time value except such element times as have been previously arbitrated shall be referred to the sole arbitrator for decision.

If, within the said delay of forty-five (45) days, the Union does not submit its request for revision to arbitration, the **said** request for revision will be deemed to have been abandoned.

3. Following a request for arbitration made by the Union, according to Paragraph 1, if the arbitrator finds a difference from the standard time value in effect of 4% or more, then and **only** then, shall the arbitrator decide that a change in the standard time value be put into effect in accordance with his observations. If the results of the review are made by the arbitrator, call for an increase in the standard time value by greater than 4%, retroactivity is to be paid back to the date of the Union's request for revision.

4. For all requests for revisions which are raised during the first three (3) months following the signature of the Collective Labour Agreement, the retroactivity, if any, will be limited to a four (4) week period following the date the request for revisions was submitted.
  
- 9.06 Following the date that the changes referred to in Paragraph 9.03 above take place, a trial period of twenty (20) working days will follow.
  
- 9.07 During the trial period of twenty (20) working days, the employees concerned will work under the new conditions and be paid according to the new rate and during the said twenty (20) working days, their average hourly earnings will not be lower than their straight time average hourly earnings during the last four (4) weeks while the employees were working on piece work during the previous six (6) months. In no case shall this guarantee of average hourly earnings extend beyond the said twenty (20) working days.
  
- 9.08 At any time during the trial period the Company and the Union will meet to review the results obtained during the trial period and will try to agree on the change.

9.09 Prior to the end of the sixth (6th) week following the completion of the trial period, if there is no agreement on the change, the Union must notify the Company and the sole arbitrator (referred to in Paragraph 9.11 hereafter) thereof in writing by registered mail and the change will be referred to the sole arbitrator for his decision. The parties may refer the change to the sole arbitrator prior to the completion of the trial period by mutual consent.

If such a notice is not sent during the said trial period or prior to the end of the sixth (6th) week following the completion of the trial period by the Union, and if no notice is sent by the Company within the same period of it's intention to abandon the proposed change, the said change will be considered as final and accepted by both parties.

9.10 In cases where the change is submitted to the sole arbitrator, the sole arbitrator must render his decision within eight (8) additional working weeks from the date a change was submitted to him. In any event, the change will remain in force until the final decision of the sole arbitrator has been rendered.

9.11 The sole arbitrator for the purpose of this article and the duration of this agreement will be an Industrial Engineer to be chosen by mutual agreement of the parties.

- 9.12 The sole arbitrator must, before starting each arbitration, make a sworn declaration stating that he has no pecuniary interest in the question, that he is not personally associated with, or interested in, a **firm** or company that manufactures textiles, and that he is not by reason of his business affairs, or any other circumstances influenced or prejudiced in favour of either employees or employers.
- 9.13 Each of the parties to this agreement will bear its own expenses of arbitration. The fees and expenses of the sole arbitrator will be paid for on the basis of one half by the Company and one half by the Union.
- 9.14 a) All grievances arising out of Articles 9 and 10 shall be submitted to the sole arbitrator for decision. In any case, the decision of the sole arbitrator must be within the framework of the Company's work measurement plan and wage payment methods, and further, the sole arbitrator shall not have the power to amend, alter, or modify the terms of this agreement.
- 9.14 b) For the purposes of Articles 9 and 10 of the Collective Labour Agreement, one of the following firms will act **as** arbitrator as called upon:

Woods Gordon & Co.-Charron, Bourgetel et Ass.  
Enrg.-Leatham Simpson.

- 9.15 The decision of the sole arbitrator will be final and binding on the Union and the Company, and **all** employees or groups concerned. In so far **as** wages are concerned, the decision will be retroactive to the commencement of the **trial** period should the sole arbitrator so decide, and the amount of retroactive adjustments, if any, shall be determined by the said sole arbitrator.
- 9.16 If, at any time during the trial period, the Company decides to abandon the proposed change, an adjustment of wages must be made in such **a** manner **as** to ensure that for the time during which the trial period has been in force, average hourly earnings for each employee immediately concerned are equivalent to 100% of the average hourly earnings of that employee during the last four **(4)** weeks while the employee was working on piece work during the previous six **(6)** months.
- 9.17 When the Company advises the Union of **a** change in task under Paragraph 9.03, it will give to the Union all pertinent information and **all** necessary explanations concerning such change or new occupation.
- 9.18 Upon request, the Company will, at the commencement of **a** trial period, make available to **a** designated representative of the Union for examination, the job specification data referring to the establishment of the task which has been placed on such trial period. It is understood and agreed that such job specification data is **a** confidential company document, is **to** be returned to the company within **a** reasonable delay, and is not to be retained beyond the conclusion of such trial period.



- 9.19 Upon request, the Company will, at the commencement of a trial period, supply in writing to the Union, the average hourly earnings of each employee placed under such trial period during the last four (4) weeks while the employee was working **on** piece work during the previous six (6) months. The Union will also be provided in writing, if they so request, with the average hourly weekly earnings of said employees during such trial period.
- 9.20 Grievances arising from changes in measured or unmeasured hourly paid occupations or a regular assigned increase in the scheduled volume of work of such an hourly paid occupation may also be submitted to the sole arbitrator for decision within forty five **(45)** days following the occurrence of the circumstances giving rise to the grievance or knowledge of same, **as** the case may be. In this case, however, the sole arbitrator shall determine whether or not the changed occupation or a regularly assigned increase in the scheduled volume of work of such an hourly paid occupation requires more than a normal daily work performance. The sole arbitrator shall decide the content of a normal daily work performance and the Company will modify the content of the occupation accordingly. **A** normal daily work performance may be defined **as** the average amount of work a qualified employee working at normal pace (**as** defined in Article 10), under standard conditions, can produce over a day.
- 9.21 It is understood that all changes which affect the standard time value will be taken into account in the standard time value for the occupation.

- 9.22 Changes in piece work rates shall be handled in accordance with the provisions of this article where applicable.

## **WAGE PAYMENT METHODS**

### 10.01 MEASURED DIRECT OCCUPATIONS

- a) Measured direct occupations are to be paid on the basis of piece work rates, expressed in dollars (or cents) per production or machine unit, derived from work measurement and based on “objective hourly rates”, appearing on the rate lists for piece work occupations, annexed to this agreement, except the employees under probationary period (Paragraph 8.02 of the Collective Agreement).
- b) Measurement is based on the execution of each element of work at a reference pace under usual and normal operation conditions. The reference pace is defined as “walking three miles per hour over smooth, level ground without load”.

An employee on measured work with a one hundred percent (100%) work assignment, including allowances for rest and personal needs (varying from 10% to 25% of work time), normally exceeds the reference pace described above by 25%.

- c) The piece work rates are calculated **so** that a one hundred percent (100%) work assignment will give an employee the opportunity to earn the objective rate.
- d) For any delay or time loss beyond his control, and for which he is not responsible, the frequency and length **of** which are not foreseeable (and which have not been taken into account in the machine efficiency calculations), the measured direct employee is paid the objective rate.

He reports these delays and time losses without delay and has them signed and approved by his Department Foreman, or his assistant. Such are, for example: delays resulting from waiting for work, breakdown and maintenance of machinery, power failure, etc.

- e) The total piece work earnings will be calculated weekly for each employee on a measured direct occupation, and he **is** guaranteed that his average hourly earnings for the week will not be lower than ninety percent (90%) **of** the objective rate for his occupation.

#### 10.01 MEASURED DIRECT OCCUPATIONS

- e) Each employee will be informed of his guaranteed rate.
- Each week, a sheet showing the following information for the preceding week will be posted in the department:
- Occupation and employee's name
  - Objective rate

- Hours worked
  - Average hourly piece work earnings
  - Total earnings (excluding shift and overtime premiums)
  - Percent pay performance (in relation to objective rate)
  - Payments for delays (included in the total earnings amount)
- f) Some occupations previously paid **as** measured direct occupations may be reclassified by the Company as measured indirect occupations, and paid according to provisions in Paragraph 10.02.

Also, some occupations previously paid as measured indirect or as unmeasured occupations may be reclassified by the Company **as** measured direct occupations, and paid according to 10.01 a) above.

In either case, the Company will submit to the Union, the data pertinent to such changes at least two weeks prior to the change, and will meet with the Union Representatives on request to explain the change.

## 10.02 MEASURED INDIRECT OCCUPATIONS

- a) Measured indirect occupations are to be paid hourly rates appearing on the rate lists **for** measured hourly paid occupations annexed to this agreement, except the employees under probationary period (Paragraph 8.02 of the Collective Agreement), and except otherwise provided in Paragraph 10.03 below.

The occupations mentioned in paragraph 10.01 F) above, reclassified from measured direct to measured indirect, are also to be paid on this same basis.

Some previously unmeasured occupations, which may be judged measurable by the Company, are also to be paid on this same basis when they have been measured.

- b) The employees on measured indirect occupations are to be given around one hundred percent (100%) work assignments **as** described in preceding Paragraph 10.01 b).

### 10.03 WORK ASSIGNMENT

- a) Experienced employees on measured occupations, direct or indirect shall be given around one hundred percent (100%) work assignments, **as** defined in the preceding Paragraph 10.01 b).

It is understood that, in the case of employees on measured direct occupations and piece work payment, there is no obligation on the Company to offer such a work assignment, when the assignment is not available or when the employee is not capable or willing of handling such an assignment.

- b) An individual employee with a physical handicap may request a work assignment lower than one hundred percent (100%) on a measured occupation. The Company will consider each such request individually.

If the request is reasonable and the employee is on a measured direct occupation, he will be given a work assignment between 60% and 100%, as near **as** possible to his request and on his regular occupation if practical, and he will be paid his piece-work earnings. If the employee is on a measured indirect occupation, and his request is reasonable, he will be given a work assignment between 80% and 100% as near as possible to his request and on his regular occupation, and if practical, and he will be paid according to his assignment.

At certain processes, due to the number of productive units, isolation of equipment, etc..., it may be impossible or impractical *to* implement a reduced work assignment of an employee on such a process without reducing the volume of production to the next process. Also an employee may not be capable of handling a work assignment between 90% and 100% on a measured direct occupation. In such cases, an occupational transfer for the employee will be considered in line with Article 8.10 (Permanent transfers).

Such requests for a reduction in work assignments are limited to one per year for each employee and to one per occupation per month.

- c) In the case of an employee on a measured occupation, direct or indirect, who in the opinion of the Company, is not capable or willing of handling a 100% work assignment, the same conditions as in Paragraph 10.03 b) above for a reduced assignment or transfer will apply. However, before proceeding in this manner, the Company will advise the Union, giving the reasons for the contemplated change.
- d) When an employee on a measured direct occupation, who in the opinion of the Company is continually incapable of producing at the present guaranteed rate of 90%, his guaranteed rate will then become 80% of the objective rate of his occupation.

However, before proceeding in this manner, the Company will advise the Union giving the reasons for such change.

Such case will be individually reviewed every six (6) months following the date of change.

#### 10.04 MEASURED TIME VALUES

The measured time value is expressed in minutes and is the time required to perform an operation at a pace and with allowances **for** rest and personal needs **as** defined in paragraph 10.01 b) under standard conditions.

The measured time values will not be changed except if **a** change in the conditions result in an increase **or** a decrease in the work content, **or** if in the opinion of both parties an error has been made that would require an adjustment.

Checks are made to make sure that conditions are maintained in conformity with those used to calculate **a** measured time value.

#### 10.05 INFORMATION

A copy of the job specification in force will **be** made available in the department. **If** the Company makes **a** change concerning an occupation, the job specification will be **also** made available in the department.



1 The method of calculation of wage payment may be checked by the employee personally or by his representative.

## **ARTICLE II**

### **HOURS OF WORK AND OVERTIME**

11.01a) Five (5) Days Schedule

The normal work week shall be five (5) days of eight (8) hours continuous operation as per the following:

- a) 1st Shift: 23h00 Sunday to 07h00 Friday
- b) 2nd Shift: 15h00 Monday to 23h00 Friday
- c) 3rd Shift: 07h00 Monday to 15h00 Friday

b) **Weekend Schedule**

The normal work week shall be two (2) days of twelve (12) hours continuous operation as per the following:

- a) ~~4th~~ Shift: 23h00 Friday to 11h00 Saturday  
23h00 Saturday to 11h00 Sunday
- b) 5th Shift: 11h00 to 23h00 Saturday & Sunday
- c) **Stationary Engineers**

Stationary Engineers will work the following:  
07h00 to 19h00 - Over the shift cycle  
19h00 to 07h00 - Over the shift cycle

- 11.01d) **Seven Day Schedule (Four (4) Shifts)**  
**19h00 to 07h00 - Over the shift cycle**  
**07h00 to 19h00 - Over the shift cycle**

The working hours may be modified in order to comply with special requirements. It is understood that during the term of this agreement any changes under this paragraph will be made only after agreement with the Union.

It is understood, however, that nothing in this agreement shall be construed or interpreted to be a guarantee by the Company of a specified number of hours of work or shifts per day or days of weekend as well as providing annual, weekly or daily guaranteed wages.

This clause will not preclude the Company from having employees work longer voluntary hours than specified above, provided that the overtime provision is observed.

- 11.02 a) Work performed on Saturday and Sunday shall be paid at a rate of time and one half the employee's regular rate.

- b) Employees working under the weekend shift operation schedule will get a premium of fifty percent (50%) for Saturday and Sunday.
- c) If the company decides to work on a seven day operation, the Saturday and Sunday premium will be at 50% for all employees.
- d) All employees covered by the terms of this agreement shall be entitled for all hours worked in excess of the regular daily hours specified in Article II to a premium of 50% of either their regular rate or their average hourly piece-work or wage incentive plan earnings, as the case may be. It is understood that no pyramiding of premiums will apply.
- e) Overtime for the Saturday or Sunday is fifty percent (50%) premium over and above weekend premiums after 8 or 12 hours, as the case may be.
- f) Any weekend shifts employees who work in excess of eight (8) continuous hours on any regular day, Monday to Friday, will be paid time and one half for the hours above eight (8). For any weekend shifts employees who work more than forty (40) hours per week, including their regular weekend hours will be paid time and one half for hours worked above forty (40) hours. It is understood that hours for which a premium of fifty percent (50%) is paid for all hours above regular daily hours will not be included as part of the above forty (40) hours total.

Except employees working under seven (7) day operation schedule or weekend operation schedule. it is understood that Sunday work will be voluntary.

- 11.02 g) Employees working in the Weave Room, and Greige Inspection will operate on a seven (7) day, four (4) shift schedule, working twelve (12) hour shifts.

The employee's regular rate will apply for all regular daily hours worked.

There will be a fifty percent (50%) premium paid for all hours worked in excess of regular daily hours.

There will also be a fifty percent (50%) premium paid for hours worked above the forty-four (44) per week. It is understood that hours for which a premium of fifty percent (50%) is paid for all hours above regular daily hours will not be included as part of the above forty-four (44) hours total.

All employees on this schedule prior to January 5, 1992 in one of these working areas will receive a seventy-five cents (75) add-on for all hours worked. This will remain in effect for all present employees who remain on this schedule in one of these departments.

New employees hired after January fifth (5th), 1992, will not receive this seventy-five cents (75) add-on.

## Overtime Hours

**Overtime hours will be voluntary on the (7) day schedule.** (Subject to re-negotiation if problems arise.)

11.03a) Work performed by Stationary Engineers and Watch Keepers on Saturday and Sunday shall be paid at a rate of time and one half the employee's regular straight time rate of pay.

b) Overtime performed on Saturday and Sunday will be at fifty percent (50%) premium over Saturday premium and fifty percent (50%) over Sunday premium after 8 or 12 hours, as the case may be.

11.04 Hours of work for which an employee receives premium compensation under this Article or Schedule II, plant holidays shall not be counted as part of the normal work week and also as hours for which a premium of time and one half or double time is paid.

### 11.05 OVERTIME WORK

a) Any employee may refuse to work overtime provided he has found a suitable replacement, who is qualified to perform the work and notifies his Department Supervisor in advance.

- b) Between May 15<sup>th</sup> and Labour Day, any work performed after 23h00 Friday, shall be voluntary, except for Stationary Engineers, Watch Keepers and weekend shift employees. The employees who avail themselves of the provisions of this Paragraph will advise their supervisor forty eight (48) hours in advance. This forty eight (48) hour notice will only be required if the Company has advised the employees previously that it intends to operate on weekend work, otherwise the said notice will not be required.

A permanent list, indicating the names of employees willing to perform work during the voluntary weekend period will be kept in each department by Management. Such list will indicate the preference of the employees. An employee may have his name inscribed or deleted from said list the last Friday of every month.

Other than the cases provided for above, the reasons that would excuse an employee from working during regular hours would excuse him from working overtime.

- c) No employee shall be required to work in excess of eight (8) hours overtime in one (1) week.

d) OVERTIME

Mandatory Period

Saturdays - scheduled by shift and occupation by seniority

Sundays - First: offer by occupation and seniority

- Second offer by qualified and seniority

Voluntary Period

Saturdays- First: offered by shift, by occupation, by seniority

- Second: offered by shift, by qualified,

by seniority

Third: offered by qualified and seniority

Sundays - First: offered by occupation and seniority

- Second: offered by qualified and seniority

- e) Any work required by Management other than Stationary Engineers and Watch Keepers on Schedule II Plant Holidays shall be on a voluntary basis by seniority provided they are qualified to do the work.

## **ARTICLE 12**

### **REPORTING FOR WORK**

- 12.01 If an employee reports for work at the regularly scheduled time for his shift, he shall be entitled to a minimum of four **(4)** hours work or pay at his regular hourly rate, unless previously notified by the company not to report for work. This provision shall not apply when lack of work is due to conditions beyond the control of the Company, or when the employee is returning to work following an absence.
- 12.02 When it is feasible, the Company will endeavour to give eight (8) hours notice if work is not available on an employee's scheduled shift.

## **ARTICLE 13**

### **WAGE RATES AND CALL-IN PAY**

- 13.01 a) The rates of wages as outlined in Schedule I attached hereto shall be effective for the duration of this agreement.
- b) Probationary employee:
- After sixty (60) working days the employee will receive the contractual rate of pay for the occupation performed by him.



The Maintenance Department probationary employees are excluded from this agreement.

At the discretion ~~of~~ the Department Supervisor, if the employee becomes qualified before the probationary period ends, the employee will be paid at the contractual rate of the occupation.

- 13.02 When an employee is directed by the Company to work in another job classification for ~~which~~ he/she is recognized as being qualified\*, and performs at ninety (90%) percent or better, he/she shall receive their former average unless the earnings on the new job are higher; in which case the earnings of the new job will be paid. An employee performing less than ninety (90%) percent on the new job shall receive his/her guaranteed ninety (90%) percent earnings for that job. However, if the employee is not qualified on the job to which he/she has been directed, he/she will be paid their average rate of earnings unless the rate for the new job is higher, in which case the rate for the new job will be paid.

\* Generally speaking, qualified means that the employee has previously satisfactorily fulfilled and has worked at least one time on that occupation in the last ~~six~~ (6) months.

Whenever an employee is subject to layoff and he is using his right to displace, he will then receive the rate for such other job.

Refer to Schedule I (E).

- 13.03 An employee called at home outside his regularly scheduled hours of work shall be paid not less than the equivalent of four **(4)** hours pay at straight time rate, provided that the employee accepts such work **as is** available, in order to qualify for such pay. **It is understood** that if such a call occurs between 23h00 and 07h00, said employee will receive time and one half his regular rate for these four (4) hours.

It is understood that such employee must have left the property **of** the Company, and has completed his regular hours of work scheduled that same day.

In the case where an employee is called **to** work before his regular shift for less than four **(4)** hours, he will be paid the number of hours worked **at** the rate provided in this Article if applies.

In the case where an employee **is** called to work before his regular shift and if for reasons such as lack of materials **or** abnormal working conditions, that employee is sent back home before the end of his regular shift, all hours worked before **his** regular daily hours will be paid at the rate **of** time and a half his regular pay.

It is also understood that hours for which an employee receives a premium under the provision of **this Article 13.03**, will not be counted for the purpose of calculating the overtime premium provided in Article 11.

- 13.04 An employee who is required for **jury** service will be paid, for each day of such service, the difference between either his regular hourly rate, or his average hourly earnings if he is working under the wage incentive plan for the number of hours he normally works on his regular shift, and the payment he received **for** jury service. The employee will present proof of service and the amount of pay received or to be received.

The calculations of his pay will be figured on the basis of the employee's pay for a complete normal period of work for the shift **to** which he belongs during the last week in which he did such work before he was called to jury service. The provisions enumerated above will also apply to witness pay in cases where it may not otherwise be retrievable.

This Paragraph **13.04** will not apply where an employee voluntarily seeks jury service.

#### 13.05 COMBINED OCCUPATION

An employee, whose regular daily assignment is to work concurrently on more than one occupation is recognized as working on a combined occupation. Such employee will receive for the entire shift, the highest hourly contractual rate provided he has worked at least one (1) hour on that occupation for the eight (8) hour shift, or ninety (90) minutes for the twelve (12) hour shift.

## **ARTICLE 14**

### **SHIFT PREMIUM**

- 14.01 a) The Company agrees to pay a shift premium of \$0.17 for the third or night shift for hours worked between 23h00 and 07h00 provided that such premium will not form part of the employee's regular hourly rate for the purpose of incentive, overtime or any other premium or bonus compensation.
- b) The Company agrees to pay a shift premium of \$0.12 per hour for the second, or afternoon shift, for hours worked between 15h00 and 23h00, provided that such premium will not form part of the employee's regular hourly rate for the purposes of incentive, overtime, or any other premium or bonus compensation.

## **ARTICLE 15**

### **PLANT HOLIDAYS, VACATION WITH PAY, AND INSURANCE PLAN**

- 15.01 The plant holidays, vacations with pay and insurance plans applicable under this agreement are set forth in Schedule II, III, and IV hereof.

## **ARTICLE 16**

### **BULLETIN BOARD**

- 16.01 a) The Company agrees to provide two (2) notice boards located as at present, upon which the Union may post notices, subject to the following conditions:
- i) any such notice shall have received the written approval of the Company prior to posting;
  - ii) no change shall be made in any such notice, either by the Company or by the Union after it has received the approval of the Company;
  - iii) notices shall be posted only on notice boards provided by the Company for the use of the Union;

- iv) the subject matter of any notices posted shall be restricted to notices of meetings, of the results of elections pertaining to the mill, or of recreational or social activities.
  
- b) The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, cards, notices or any other kind of literature, within the mill or its appurtenances, except as provided in this agreement.

## **ARTICLE 17**

### **BEREAVEMENT**

#### **17.01 A) WEEKDAY EMPLOYEES**

- a) In the event of a death in the employee's immediate family (wife, husband, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, and brother-in-law. grandparents, common-law spouse, daughter-in-law, son-in-law) the Company agrees to grant a paid leave of absence of three (3) days.

It is understood that if one of the days referred to above falls on a paid holiday or during the employee's annual vacation or plant shutdown, this or these days will be excluded.

The Company will grant a one (1) day leave of absence, the day of funeral, in the event of death of a grandchild, or the spouse of a brother-in-law or sister-in-law. An additional maximum of two (2) days of leave of absence without pay will be granted if so requested by the employee concerned.

- b) An individual will be allowed three (3) working days off because of death in the immediate family (as defined), the third day being the day of the funeral, Saturdays and Sundays do **not** require payment (under normal circumstances) and reduce the required working days being off to one.

#### 17.01 A) **WEEKDAY EMPLOYEES**

- b) Abnormal circumstances that may require an additional day off and the payment for (in instances that involve a Saturday and/or Sunday) would be in the case of an individual having to take additional time under written instructions from a doctor, or in the case of legal matters, that cannot be postponed, a lawyer.

An individual having been scheduled for work on a Saturday or Sunday and who is restricted from doing so because of a death in the immediate family, would be paid for such lost time at his/her regular rate.

- c) For the Stationary Engineers a day shall constitute **of 12 hours.**

## **B) WEEKEND EMPLOYEES**

An employee shall be permitted time off **from** work for the purpose of attending the funeral of his wife, husband, mother, father, sister, brother, son or daughter, daughter-in-law, son-in-law, common-law spouse, grandparents, **up** to a maximum of two (2) days.

The Company will grant a one (1) day leave of absence, in the event of a death of a grandchild or the spouse of **a** brother-in-law or sister-in-law.

When any of such days falls on an employee's scheduled working day, he shall be paid bereavement allowance based on twelve (12) hours for each day **at** time and one half at the wage rate for the hourly employee's classification as set **out** in the schedule attached to the Collective Labour Agreement, or if on piecework for the current period set out in the schedule attached to the Collective Labour Agreement.

The Company must be supplied with necessary information pertaining to the reasons for such leave of absence.

## **C) SEVEN (7) DAY, TWELVE (12) HOUR SHIFT EMPLOYEES**



An employee shall be permitted time off from work for the purpose of attending the funeral of his wife, husband, mother, father, sister, **brother, son or daughter, daughter-in-law, son-in-law, common-law spouse, grandparents**, up to **a maximum of two (2) days**. An additional one (1) day leave of absence will be granted without pay if so requested by the employee concerned.

The Company will grant **a one (1) day paid leave of absence**, in the event of death of **a grandchild or the spouse of a brother-in-law or sister-in-law**.

**C) SEVEN (7) DAY, TWELVE (12) HOUR SHIFT EMPLOYEES**

When any of such days **falls** on an employee's scheduled working day, he **shall** be paid bereavement allowance based on twelve (12) hours for each day at the wage rate for the hourly employee's classification **as** set out in the schedule attached to the Collective Labour Agreement, or if on piecework for the current period set out in the schedule attached to the Collective Labour Agreement.

The Company must be supplied with necessary information pertaining to the reasons for such leave of absence.

**D)** In the event of a death in the employee's immediate family (**as** defined) during winter, and **a** delayed burial to the spring months, an employee will be granted an additional paid day of leave for the burial, if so requested by the employee.

## **ARTICLE 18**

### **UNION SECURITY**

18.01 The Company agrees to deduct **from** the wages of an employee, upon receipt of a signed authorization card in the form set out **in** Schedule V of **this** agreement, the union dues as authorized by the Union.

Any changes shall be given in writing to the Company seven (7) days prior to the effective date of said deduction.

18.02 From the wages received by an employee, the union dues **will** be deducted weekly on a uniform basis, but the Company will remit monthly, the amount deducted to the Ontario Office of the United Food and Commercial Workers, whose receipt therefore shall be considered as a discharge to the Company of all liability for the amount so deducted. The Union will keep the Company harmless of any claims by an employee.

18.03 In the event that for a period **as** mentioned in Paragraph 18.02 an employee does not earn wages, the Company will not deduct union dues. The obligation will be to recommence deductions from the first pay period following the employee's return to work.

18.04 **As** a condition of employment, all employees must sign an authorization form of an equal amount of union dues **as** set forth in Schedule V of this agreement.

- 18.05 The remittance to the Union of the deductions made under this article will be accompanied by a statement showing the names of each employee from whose pay such deduction has been made.
- 18.06 Depending on the Company's capability, once per week, for the previous week, the Company will remit to the President of Local Union, a list indicating the following information pertaining to it's new, laid off and recalled employees.
1. Name
  2. Department
  3. Occupation
  4. Date of employment
  5. Date of layoff and seniority
  6. Date of recall (if applicable)

## **ARTICLE 19**

### **LEAVE OF ABSENCE**

- 19.01 The Company may grant leave of absence to any employee for legitimate personal reasons. Any leave of absence granted by the Company shall be limited to three (3) months. Subject to the provisions of this agreement, the employee may return to his regular job when the leave of absence expires, if he is still qualified and has the necessary seniority.

- 19.02 An employee on the seniority list will be granted permission for absence while a recognized physician continues to certify *him* as unfit by reason of sickness or injury for any work offered by the Company, provided the duration of such absence does not exceed the length of time represented by the employee's seniority or nine (9) months, whichever is the lesser. However, by mutual agreement, permission for absence may be extended beyond nine (9) months on a month by month basis. Subject to the provisions of this agreement, the employee may return to his regular job when the leave of absence expires if he is still qualified and has the necessary seniority.
- 19.03 **An** employee who has completed the required probationary period shall, on request, be granted pregnancy leave, subject to the following terms and conditions:
- a) The employee shall notify the Personnel Manager not later than the third month of pregnancy and submit a certificate from a recognized physician;
  - b) The employee shall continue to work as long as her physical condition permits, but her leave of absence shall commence as soon as she is unable to work regularly and perform her regular job satisfactorily;
  - c) The employee shall, if possible, give the Company at least two (2) weeks notice of intention before commencing leave:

- 19.03d) Within three (3) months after confinement, the employee shall notify the Company of the date she will be available to return to work, which date shall be not more than six (6) months after confinement and the employee shall apply for work within such six (6) month period; provided, however, that in case of premature termination of the pregnancy the employee shall apply for work as soon as she is physically able;
- e) The employee shall confirm the exact date on which she will be available to return to work by notifying the Company accordingly not more than two (2) weeks and not less than one (1) week before such date;
- f) Following proper notification to the Company, the employee shall be returned to a job in her last job classification if she is still qualified and has the necessary seniority.

If not qualified under the foregoing provision, then she will be granted another job, provided she is willing and qualified to perform the work and has the necessary seniority.

#### 19.04 MATERNITY AND PARENTAL BENEFITS

An employee on the seniority list will be granted permission for absence for maternity or parental benefits as per legislation.

19.05 The Company will grant leave of absence to attend official business authorized by the International to not more than six (6) employees subject to the following conditions:

- a) that at least one week's written notice be given to the Company designating the persons for whom such leave is desired;
- b) the number of employees from any one department to be mutually agreed, provided at least one may be elected from a department;

19.06 If an employee overstays his leave of absence, he is presumed to have severed his employment with the Company, unless he can give a satisfactory explanation for his inability to return to work on the expiry date of his leave of absence.

#### 19.07 LEAVE OF ABSENCE PROCEDURE

These are requests above regular vacation entitlements. Requests must be made at least one (1) month in advance. Replies must be given within seven (7) days. Requests must be made on the following form **fully** filled out.

**OUR RESPONSE MUST BE IN WRITING BY WAY OF THIS FORM, FULLY COMPLETED.**

LEAVE OF ABSENCE REQUEST

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ABSENCE REQUIRED FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
INCLUSIVE.

RETURNED TO WORK ON: \_\_\_\_\_

PERMISSION IS (GRANTED) OR (DENIED)

SIGNATURE: \_\_\_\_\_ (EMPLOYEE) \_\_\_\_\_ (SUPERVISOR)

FF. \_\_\_\_\_

**ARTICLE 20**  
**NOTICES**

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

**(I) To the Company**

Personnel Manager  
C.S. Brooks/Caldwell  
24 Mill Road  
Iroquois, Ontario  
K0E-1K0

**(II) To the Union**

United Food and Commercial Workers  
Local 4781  
655-32e Avenue  
Suite 300  
Lachine, Que. H8T 3G6

**(III) To the Local**

Copy of the above correspondence will also be given, by hand, to the Local Union President when possible, and if not, it will be addressed as follows:



Local Union President  
Local 478T  
P.O. Box 69  
Iroquois, Ontario  
K0E-1K0

Any notice given as aforesaid shall be deemed given and received as of the business day following the day of mailing.

## **ARTICLE 21 RENEWAL, AMENDMENT, AND TERMINATION**

- a) This agreement shall continue in effect until the 27th day of September, 1998, and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing during the period of one hundred and twenty (120) days prior to the expiration date that it desires to amend or terminate this agreement.


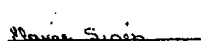
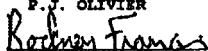
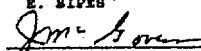
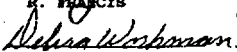
Negotiations shall begin within fifteen (15) days following notification for amendment of this agreement, prior to the current expiration date it shall expire, unless it is extended for a specific period by mutual agreement of the parties.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives this 10th day of January, 1997.


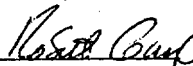
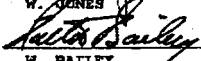
- b) The Company agrees to pay the Union negotiating committee members for hours lost from work due to meetings summoned by the Company for the renewal of the Collective Agreement.

The pay rate will be at straight time at the employee's regular hourly rate, or average hourly rate, whichever is applicable.

For the Union:

 P. J. OLIVIER	 E. SIPES
 R. FRANCIS	 J. MCGOVERN
 D. NORMAN	

For the Company:

 W. JONES	 R. GIARD
 W. BAILEY	

## Schedule 1, Rates of Pay

DEPT	OCCUPATION	Code	Classification	9/28/96	90% Guar. Rate	9/28/97	90% Guar. Rate
<b>YARN PREPARATION:</b>							
01	Size Mixer Helper	1051	DPWP	12.08	10.87	12.28	11.03
01	Slasher Tender	1050	DPWP	12.43	11.19	12.62	11.36
01	Warper Creeler	1041	DPWP	11.77	10.59	11.95	10.78
01	Warper Tender	1040	DPWP	12.18	10.96	12.38	11.12
01	Winder Tender	1080	MDHP	11.85		12.03	
01	Fixer	1002	MHP	13.55		13.75	
01	Scheduler	1004	UHP	13.59		13.79	
01	Yarn Supplier	1042	MHP	11.55		11.72	
<b>NEAVE ROOM :</b>							
02	Fixer	2033-38	DPWP	13.73	12.39	13.94	12.55
02	Fixer Jacquard	2034	DPWP	13.86	12.47	14.07	12.66
02	Tying Machine Oper.	2004	DPWP	12.81	11.35	12.80	11.52
02	Weaver Jacquard	-	DPWP	12.68	11.41	12.87	11.58
02	Weaver Regular	2110, 11	DPWP	12.55	11.30	12.74	11.47
02	Beam Handler	2005	MHP	11.85		12.03	
02	Cloth Doffer	2011	MHP	11.83		12.01	
02	Fixer Unifill & Uster	2035	MHP	13.56		13.78	
02	Loom Cleaner	2013	MHP	11.48		11.65	
02	Oiler	2012	MHP	11.78		11.96	
02	Pattern Cutter	2040	MHP	12.52		12.71	
02	Smash Hand	2009	MHP	12.05		12.23	
02	Assignment Checker	2007	UHP	11.05		11.22	
<b>DYE &amp; BLEACH :</b>							
03	Ass'tl Cold Pad Tender	3080	MDHP	12.32		12.50	
03	Bleach Range Tender	3020	MDHP	12.36		12.55	
03	Cold Pad Tender	3070	MDHP	12.99		13.18	
03	Dye Beck Tender	3050	MDHP	12.38		12.57	
03	Loop Dryer Tender	3040	MDHP	12.18		12.36	
03	Scutcher Tender	3030	MDHP	12.21		12.39	
03	Unroller Tender	3000	MDHP	12.18		12.36	
03	Finishing Utility	3095	MHP	12.18		12.36	
03	Greige Utility	3090	MHP	11.77		11.95	
<b>SEWING ROOM :</b>							
04	Appique Mach. Operator	4195	DPWP	11.72	10.55	11.90	10.71
04	Auto Cutter Classer	4045	DPWP	12.10	10.89	12.28	11.05
04	Classer Line & Regular	4040	DPWP	11.93	10.74	12.11	10.90
04	Cloth Inspector	2300	DPWP	11.88	10.69	12.06	10.85
04	Cutter	4010	DPWP	11.80	10.62	11.98	10.78
04	Face Cloth Classer	4080	DPWP	11.93	10.74	12.11	10.90
04	Finish. Side Hem Oper.	4141	DPWP	12.08	10.87	12.26	11.03
04	Finishing Towelling Inspector	4037	UHP	11.11		11.28	
04	Greige Side Hem Oper.	2210	DPWP	12.25	11.03	12.43	11.19
04	Labeller	4160	DPWP	11.79	10.61	11.97	10.77
04	Overedger	4150	DPWP	11.79	10.61	11.97	10.77
04	Parceller	4190	DPWP	11.85	10.67	12.03	10.83
04	Polybagger/Marker	4193	DPWP	11.77	10.59	11.95	10.76

C.S. BROOKS CORP/ CALDWELL		Revised :	Dec/18/96	CONTRACTUAL RATES			
Schedule 1, Rates of Pay							
DEPT	OCCUPATION	Code	Classification	9/29/96	90% Guar. Rate	9/28/97	90% Guar. Rate
04	Repairer	4006	DPWP	11.68	10.51	11.66	10.67
04	Sewing mach. Operator	4130	DPWP	11.79	10.61	11.97	10.77
04	Auto End Hammer Oper.	4135	MDHP	12.13	10.92	12.31	11.08
04	Shearer/Slitter	4035	MDHP	12.21	10.99	12.39	11.15
04	Re-Inspector	4009	MHP	11.78		11.96	
04	Remnant Sorter	4002	MHP	11.52		11.69	
04	Secondary Classer	4041	DPWP	11.85		12.03	
04	Section Hand	4000	MHP	12.30		12.48	
04	Sewing Fixer	4005	MHP	13.57		13.77	
04	Sewing Supplier	4007	MHP	11.41		11.58	
04	Sewing Technician	4011	MHP	13.88		14.09	
04	Sewing Room Clerk	4001	UHP	11.06		11.23	
04	Sweeper	4008	UHP	10.67		10.83	
<b>SHIPPING &amp; RECEIVING :</b>							
05	Set Maker	5036	DPWP	11.57	10.41	11.74	10.57
05	Monogram Operator	5038	MDHP	11.97		12.15	
05	Ass't Shipper/Receiver	5024	UHP	11.58		11.75	
05	Fork Lift Operator/Receiving	5002	UHP	11.14		11.31	
05	Hoist Operator	5023	UHP	11.18		11.35	
05	Inventory Checker	5013	UHP	11.18		11.35	
05	Packer Checker	5014	UHP	11.07		11.24	
05	Picker Packer	5020	UHP	11.06		11.23	
05	Repr. Price Tagging	5999	UHP	10.87		11.03	
05	Sample Clerk	5033	UHP	11.36		11.53	
05	Shipper	5035	UHP	11.72		11.90	
05	Utility Employee	5021	UHP	10.87		11.03	
05	Order Extractor	5019	UHP	11.34		11.51	
<b>SERVICE :</b>							
06	Supply Room Hand	6000	UHP	11.30		11.47	
06	Shop Helper	6001	UHP	11.39		11.56	
06	Sanitation Janitor	6002	UHP	10.90		11.08	
06	Laboratory Tester	6004	UHP	11.55		11.72	
06	Mill Tester	6005	UHP	11.51		11.68	
06	Qual.Control Re-Insp.	6008	UHP	11.78		11.96	
06	Appr.Pattern Designer	6012	UHP	12.20		12.38	
<b>TRADESMEN :</b>							
07	Stationary Eng. Chief	7001	Trade's	17.78		18.03	
07	Stationary Eng., 3rd Class	7002	Trade's	16.00		16.24	
07	General Maint. (Not Ticketed)	7009	Trade's	14.56		14.78	
07	Electrical Techn, grade 1	7010	Trade's	16.61		16.86	
07	Electrician Ticketed	7014	Trade's	15.82		15.85	
07	General Maint. (ticketed)	7015	Trade's	15.82		15.85	
07	Carpenter Ticketed	7017	Trade's	15.82		15.85	
07	Instrum. Tech, grade 1	7040	Trade's	16.61		16.86	

C.S.BROOKS CORP/ CALDWELL		Revised : Dec/16/96 :					
Schedule 1, Rates of Pay		CONTRACTUAL RATES					
DEPT	OCCUPATION	Code	Class- fication	9/29/96	90% Guar. Rate	9/28/97	90% Guar. Rate
<b>PROBATIONARY EMPLOYEES :</b>							
	Up to 20 Days (160 hrs)		-	8.18		8.30	
	21 to 40 Days (320 hrs)		-	8.31		8.43	
	41 to 60 Days (480 hrs)		-	8.41		8.54	
<b>OCCUPATION CLASSIFICATIONS:</b>							
	Direct Piece Work Paid		DPWP				
	Measured Direct Hourly Paid		MDHP				
	Measured Hourly Paid		MHP				
	Unmeasured Hourly Paid		UHP				
	Tradesman		Trade's				

## SCHEDULE II - PLANT HOLIDAYS

1. a) Except for Stationary Engineers and Watch Keepers, no work will be performed on the following days which will be recognized as paid holidays:

New Year's Day (Jan. 1)	Civic Holiday
January 2nd	Thanksgiving Day
Good Friday	Labour Day
Victoria Day	Christmas Day
Canada Day*	Boxing Day

	SUN.	MON.	TUE.	WED.	THU.	FRI.	SAT.
1996							
DEC.				25 XMAS	26 BOXING	27 FLOATER	28
DEC. /JAN.	29	30 FLOATER	31 FLOATER	1 JAN.1	2 JAN.2	3 R.T.W	4
1997							
DEC.					25 XMAS	26 BOXING	27
DEC. /JAN	28	29 FLOATER	30 FLOATER	31 FLOATER	1 JAN.1	2 JAN.2	3

- b) Any work required by Management other than Stationary

Engineers and Watch Keepers on these holidays, shall be on a voluntary basis by seniority, provided they are qualified to do the work.

- c) Seven (7) day, twelve (12) hour shift & weekend schedule

Employees will be required to work their regular shift when one of these holidays occur. Employees who work on a plant holiday will be paid time and one half (1 1/2) for hours worked.

Both employees who are scheduled to work and employees who are not scheduled to work on one of these holidays will be paid eight (8) hours pay for holiday.

To be eligible for the holiday pay, the employee must meet the qualifications of Schedule II, 3 a).

2. Plant holiday pay will be computed on the basis of eight (8) hours at the employee's regular hourly rate of pay in the case of hourly workers, and on the basis of eight (8) hours at the employees straight time average hourly earnings for the pay period in which the holiday occurs in the case of piece workers.

## **SCHEDULE 11-PLANTHOLIDAYS**

3. a) In order to qualify for plant holiday pay, the employee must work his full scheduled shifts on each of the work days immediately preceding and immediately following the plant holiday concerned, except in the case where the employee was prevented from working these declared working days because of duly certified illness, or death in his immediate family (husband, wife, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, common-law spouse, daughter-in-law, son-in-law) or if the employee had permission from the Company to be excused from work on these two days, provided he has effectively worked during one of the four weeks preceding the week in which the holiday occurs. If an employee has not worked the declared working days previous to and following the holiday for reasons of being laid off, he will be entitled to the paid holiday, provided he has effectively worked during the week preceding the week in which the holiday occurs.
  
- b) Any holiday or holidays occurring during an employee's vacation will entitle the employee to add additional corresponding day(s) to their vacation. The selection of the said day(s) will be allowed after mutual agreement with his Supervisor.



- c) If an employee has not worked the declared working days previous to and following the statutory holiday, or statutory holidays and that more than one (1) statutory holiday falls on consecutive days, the Company may not penalize the employee for more than one (1) statutory holiday.

In the event Canada Day occurs on a Tuesday, it shall be observed on the previous Monday, and where Canada Day occurs on a Wednesday or Thursday, it shall be observed on the following Friday.

If a plant holiday occurs on a Saturday or Sunday, the Company will post the date of observance of such holiday which will be on a Friday or Monday.

4. **An** employee who is required to work on a plant holiday will be paid for work performed on such day at one and one half times his regular straight time rate of pay in addition to his holiday pay.
5. Stationary Engineers and Watch Keepers shall receive pay for the plant holidays set out in this schedule in accordance with the terms hereof and when required to work on a plant holiday, will be paid for work performed on such day at time and one half his regular rate of pay.
6. Pay day will continue to be on Thursday at 16h00, except when a Statutory Holiday falls on a Thursday, in which case the pay will be distributed on the following working day at 16h00.

7. Any employee who is required to work on Christmas Day or New Year's Day shall be compensated for each hour so worked at double time their straight time regular rate, in addition to the holiday pay.

### **SCHEDULE III** **VACATIONS WITH PAY**

1. The Company agrees to grant two (2) weeks' continuous vacation to each employee in it's service at the commencement of such vacation. The Company may close all or part of the plant for vacation purposes during the summer months and will endeavour to have the vacation shutdown during the last two (2) weeks of July, if business conditions permit.

Any employee with five (5) years' continuous service with the Company is entitled to a third week of vacation.

Any employee with fifteen (15) years continuous service with the Company is entitled to a fourth week of vacation.

It is understood that for employees working on weekend shifts, a week vacation shall consist of Saturday and Sunday off.

In the selection of an employee's dates **of vacation**, an employee having more seniority will have preference over an employee with less seniority.

Employees in departments which do not have an annual shutdown period will indicate before April 15<sup>th</sup> their preference **as** to the dates of their first and second weeks of vacation.

Employees entitled to **a** third (3) or fourth (4) week vacation will indicate before April 15<sup>th</sup>, their preference **as** to the dates of the period of the third and fourth weeks vacation.

The third (3) and fourth (4) weeks vacation will be scheduled **as far as** possible in advance to coincide with the wishes expressed by the employees taking into consideration the needs of production.

The Company agrees **all** employees can have their vacation pays received during their elected vacation weeks.

2. **Total amount of** vacation pay and time of each employee shall be based on his length of continuous service with the Company and shall exclude previous vacation pay. The above-mentioned shall be computed in accordance with the table set forth below. Percentage of pay shall be for the twelve (12) months preceding the last full pay period of June.

The number of years of continuous service used in reckoning the amount of weeks for which an employee is entitled to take under the terms of this Article will be computed as of the 30th of June prior to the "Annual Vacation Weeks".

## **TABLE OF VACATION TIME AND PAYMENT**

The following vacation time and table will apply:

<b><u>Year's Service</u></b>	<b><u>Vacation Entitlement (weeks)</u></b>	<b><u>Payment % Effective 09-29-1996</u></b>
0-1	2	4.0
1-5	2	4.5
5-10	3	6.5
10-15	3	8.5
15-20	4	9.5
20-25	4	10.5
25 & over	4	11.5

Except for Maintenance employees, any work performed during the annual shutdown will be offered on a voluntary basis, and by seniority provided they are qualified to do the work.

The Company will confirm through posting the date of the plant shutdown (annual vacation) by April 1st. The employees concerned will in such case have up to April 15th to select the date of their first and second week vacation.

3. Scheduling of vacations will continue to be done as per our Collective Labour Agreement - Schedule III.

For employees who do not schedule their additional vacation weeks as above, the following will apply.

Employees will have until February 1st to request their vacation dates. This will be awarded on a first come basis and not by seniority. The weeks of vacation will be scheduled as far as possible in advance to coincide with the wishes expressed by the employees, taking into consideration the needs of production.

Any vacation entitlement not requested prior to the February 1st deadline will be lost if it cannot be agreed to and taken before June 1st of the vacation year.

4. One week's vacation (defined)

One week of vacation will consist of a week from Sunday's shift to and include Saturday's shift.

## **SCHEDULE IV INSURANCE PLAN**

The Company agrees to insure the employees in accordance with the general plan that has been discussed and agreed to with the Union. This plan will be administered by recognized insurance companies and/or associations. Each employee will receive a copy of the plan.

The following schedule of insurance will be provided.

1. (i) Life insurance: \$20,000.00
- (ii) A.D. & D.: \$20,000.00
- (iii) Dependent Life: \$5,000.00 spouse  
\$3,000.00 child
- (iv) Short Term Disability: 60% of earnings up to U.I.C  
maximum- minimum \$175.00 per  
week.

Benefits to commence first day of accident, first day of hospitalization or fifth day of sickness or pregnancy and will be allowed for two (2) weeks, followed by fifteen (15) weeks of U.I.C. and a maximum of nine (9) more weeks S.T.D.

- (v) Long Term Disability: 60% of basic monthly earnings- maximum \$3,000.00 per month.

Hospital Insurance:

Semi-private, major medical - \$50.00 deductible per family. Pays 80% of eligible expenses up to \$1,000.00 per year and 100% above.

2. **An** employee shall not become entitled to the above mentioned benefits unless he has three (3) months continuous service with the Company.
3. It is agreed that the average Company contribution to the employee's insurance plan will be \$14.98 per week and that all eligible employees will contribute the difference in cost. It is also understood that any future increase/decrease in premiums will be absorbed on a 50/50 basis by the employees and the Company. However, any request by the employees for additional benefits during the present agreement, the additional weekly cost will be fully absorbed by the employees.

- 4. Employees on vacation are deemed to be employed and subject to full insurance coverage.**
  
- 5. All employees must adhere to the Company's Group Insurance Plan upon reaching their respective date of eligibility and must retain their participation in the plan throughout their period of employment with the Company.**



**SCHEDULE V  
AUTHORIZATION CARD**

**TO: C.S. BROOKS CORPORATION  
CALDWELL PLANT**

\_\_\_\_\_  
**DATE**

I, the undersigned, hereby authorize **C.S. Brooks Corporation, Caldwell Plant**, to deduct from my first pay, an Initiation Fee of five dollars (\$5.00), and to deduct weekly and from my first full pay period, union dues as set forth by the United Food and Commercial Workers, and remit same monthly to said union.

I, hereby renounce in advance to any recourse in damages or otherwise against **C.S. Brooks Corporation, Caldwell Plant**, for making the above mentioned deductions during such period as this authorization may be in force.

\_\_\_\_\_  
**EMPLOYEE**

\_\_\_\_\_  
**WITNESS**

## SCHEDULE VI

### 1. Scissors allocation:

The Company will replace scissors that have been broken by accident without any charge for the employees. This Article will apply not more than twice a year. This applies for jobs requesting the utilization of scissors only.

### 2. Safety shoes:

Safety shoes will be furnished to employees eligible to participate in the Company's Safety Shoe Program during the contract year.

Dye House employees are eligible for two (2) pairs per year at \$75.00 maximum per pair. It is agreed that these employees will be eligible for an additional pair if their second pair should become unserviceable before the year is out.

All other employees on the pre-established list are eligible for one (1) pair per year at \$75.00 maximum per year and Maintenance employees eligible for two (2) pair per year.

### 3. Uniform:

Eligible employees as per the list will be furnished with Lab Coat and Weave Room Oilers will be furnished with coveralls at a rate of two (2) pairs per year paid in full by the Company.

4. **Optional schedule of hours of work:**

If the need arises, the Company will have the right to institute a seven (7) day operation schedule for all plant, a department or part of a department.

In such a case, both the Union and the employee will be previously contacted in order to discuss the type of schedule or any other items related to such an implementation. A one month notice period will be given prior to the shift implementation.

5. **Tradesmen:**

It is understood that Tradesmen that have begun a task on regular schedule hours will be required to complete the task when completion of work cannot be delayed.

6. **Benefit Plan:**

In each year of the agreement, the Company will deduct two cents (\$0.02) per hour worked per employee, to be used by the Union toward their benefit plan. That cumulated amount will be sent monthly to the United Food and Commercial Workers.

7. **Sunday Premium for Stationary Engineers:**

It is understood that the hereafter mentioned Stationary Engineers will be paid at the rate of a hundred and eighty

five percent (185%) for work performed on Sunday, during the lifetime of the present Collective Labour Agreement.

NAME MR. MICHAEL SHARPE  
MR. LAWRENCE MERKLEY

8. Voluntary Overtime Work RE: 11.05 b)

Between May 15th and Labour Day, any work performed after 23h00 Friday, shall be voluntary, except for Stationary Engineers, Watch Keepers and employees on weekend shifts.

Employees willing to perform overtime work Saturday during the voluntary weekend period will sign the overtime posting sheet by every Tuesday noon hour.

The Company will advise by Friday 10h00 if work is available.

If there are not enough volunteer employees to fill the needs of production on Saturday only, the Company may, at its discretion, use other workers to meet these needs. It is understood that those workers will be paid at regular straight time rate, without regard to the other provisions of this Collective Labour Agreement, and will have no rights under the Collective Labour Agreement.

9. **“Ad Hoc” Labour/Management Committee:**

During the lifetime of the Collective Labour Agreement, the parties agree to meet to discuss all matters related to productivity or flexibility of administration, production, communication, cost reduction, etc., in order to evaluate the possibilities of improving each one of these or any other matters, taking into consideration the well-being of employees as well as the well-being of the company.

By mutual agreement, the parties will attempt to identify the areas where such improvements might be applied and the possible solutions to be implemented.

10. **Tool replacement:**

It is generally agreed that, as a policy, the Company will replace tools broken while working on Company property with tools of equivalent quality and will endeavour to expedite the replacement.

11. **Meal arrangements-weekend employees:**

There will be no interruption of the machines for meals but proper time will be allowed for the same. There will be three **twenty** minutes eating periods granted at a time designated by the Company during each shift provided that whenever possible productive machinery will be continued **in** operation during such twenty minutes and the Company will not be obliged to engage additional personnel to provide for the operation thereof. Employees will take their rest period at a designated place.

12. **Layoff and termination:**

The Company will follow all present legislation in regards to termination of employment and termination or severance pay.

Temporary layoffs may extend up to thirty-five (35) weeks at which time the employee will firstly have the choice to exercise contractual bumping rights if available, secondly to receive any termination or severance pay, or to maintain contractual recall rights if this applies.

13. **Vacation request:**

Employees with twenty five (25) years service or more, may request one (1) additional week of vacation, and if a mutual exchange can be agreed to by the employees, the Company will endeavour **to** allow the extra week of vacation.

The mutual exchange can be done only if paid at a straight time rate, and no overtime payment will result from the mutual exchange.

14. **Pension Plan:**

The Company agrees to pay twenty cents (20) per hour for each employee (past the probationary period) for all hours worked, to be deposited in a group R.R.S.P. Rules of eligibility etc. to be discussed and agreed.

15. **Gainsharing:**

The Company and the Union agree to proceed as quickly as possible with a Gainsharing Program. Details will be reviewed and proceeded with as expeditiously as feasible.

16. **Best III Assignment**

One operator per machine operating will be protected.

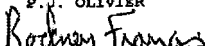
**As** discussed with all classers, the majority wished to have the following:

Senior Classers will choose their assignment at the start of the shift - line, secondary area, Barudan. This will be for 8 hours. There will be no displacing during the shift unless a layoff, illness, absence occurs.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be signed by its duly authorized representatives this 10th day of January, 1997.

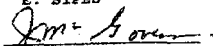
'or the Union:

  
P. J. OLIVIER

  
R. FRANCIS

  
D. WORKMAN

  
E. SIPES

  
J. MCGOVERN

'or the Company:

  
W. JONES

  
W. BAILEY

R. GIARD