

**BETWEEN** 

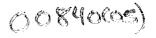
### **COATS PATONS**

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A.C.T.W.U. - LOCAL 836

MAY 1, 1992 - APRIL 30, 1994.

27277 1998



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This Agreement entered into as of the 1st day of May 1992

#### BETWEEN

COATS PATONS, 1001 Roselawn Ave., Toronto, hereinafter referred to as "The Company" of the first part

#### AND

AMALGAMATED CLOTHING &TEXTILE WORKERS UNION, Local 836, hereinafter referred to as the "Union" of the second part.

### ARTICLE 1: PURPOSE OF AGREEMENT:

1.01 The general purpose of this Agreement is to provide means for operation of the plant in a manner which will further in all possible ways, the welfare and the safety of employees, betterment and quality of the product, economy of manufacture and the quantity of output all to the mutual interest and advantage of the Employees and the Company. Furthermore it is the intent and purpose of the parties hereto that this Agreement shall promote and improve the relationships between the Company and the Employees and shall establishan understanding covering hours of work, rates of pay, and conditions of employment.

Where the masculine pronoun is used in this Agreement it shal mean and include the feminine pronoun where the context so applies.

### ARTICLE 2: BARGAINING AGENCY:

2.01 The Company recognizes the Union as the exclusive Collective Bargaining Agency with respect to all matters properly arising under this

Agreement for all its employees employed in or about its mill or premises in The Metropolitan Toronto, or surrounding areas, save and except:

Supervisors, persons above the rank of supervisors, persons regularly employed for not more than twenty-four hours per week, Stationary Engineers, regularly employed as such for more than twenty-four hours per week, Office Staff and Homeworkers.

For the purpose of negotiating, the Company agrees to the recognition of a committee of not more than five employees having at least one year of seniority, together with a representative of the National Organization of the Union.

- **2.02:** Supervisors and employees in the exempt classifications will not normally do the work of their regular employees except for purpose of instruction, emergencies or when regular employees are not available.
- 2.03: The wages of the Negotiating Committee will be maintained.
- **2.04:** The Company continues to recognize a Union/Management committee which will meet when necessary to discuss problems that may arise pertaining to this Collective Agreement.

The Committee will consist of no more than 3 (three) members of the Negotiating Committee and no more than 3 (three) persons representing the Company. The Union; agrees that no more than 2 (two) members will be representatives of 1 (one) occupational group.

### ARTICLE 3: MANAGEMENT RIGHTS:

- **3.01:** The Union acknowledges that it is the exclusive function of the Company to:
  - (a) Maintain order, discipline and efficiency:
- (b) Hire, 'lay-off, discharge, classify, direct, transfer, promote, demote and suspend or otherwise discipline employees, subject to the provisions of this Agreement and employees and/or Union's right to grieve and:
  - (c) Generally to manage the industrial enterprise in which the Company

is engaged and, without restricting the generality of the foregoing to determine the products to be manufactured, methods of manufacture, schedules of production, kinds and locations of machines and tools to be used, process of manufacturing, the engineering and designing of its products, the control of materials and parts to be incorporated in the products produced, the extension, limitation, curtailment or cessation of operations and all other matters concerning the operation of the Company's business not specifically dealt with elsewhere in this Agreement.

The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

# ARTICLE 4; DISCIPLINE AND DISCHARGE:

**4.01:** The Company reserves the right to discharge an employee for any just cause, including, but not being restricted to the following reasons.

Incompetency, insubordination, absence without leave, smoking in prohibitedareas, drunkenness, drinking intoxicating liquors while on duty, taking or being under the influence ofillegal drugswhile on duty, endangering his own safety or the safety of a fellow employee, stealing or otherwise removing any property from the premises illegally.

A "Notice of Discharge" shall be given to the employee in writing and one copy will be made available to the Union Steward concerned. The Company however, in cases where the offence does not warrant immediate release, will first issue a "Notice of Warning". This notice will also be in writing and a copy will be given to the Union Steward concerned.

4.02: The Union will not question the non confirmation or dismissal of any probationary employee, nor shall such non confirmation or dismissal be the subject of a grievence. However, if the dismissed employee has worked for a period of at least 4 (four) complete weeks, the Company agrees to meet with the probationary employee and a representative of the Union if the probationary employee so desires to provide an explanation for the non confirmation or dismissal.

- **4.03:** A claim by a permanent employee who has; allegedly been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Personnel Department of the Company within 5 (five) working days after the employee ceases to work for the Company, and steps 1 and 2 of Article 6, Grievance Procedure will be omitted in such cases.
- **4.04:** Such special grievance may be settled under the Grievance Procedure by:
- (a) Confirming the Management's action in dismissing the permanent employee.
  - (b) Re-instating the employee with full compensation for time lost.
- (c) Or by any other arrangement which may be deemed just and equitable.
- **4.05:** A disciplined employee, on request, shall have the right of access of his Union before leaving the plant.
- **4.06:** Should an employee who is a member of the bargaining unit be absent from work due to sickness or injury that is non work-related, the Companywill ensure that seniority will bemaintained for a period equal to his seniority up to a maximum of 15 (fifteen) months. However, the employee must supply the Company with regular medical progress reports indicating:
  - (a) that the employee will be able to return to his regular job, and:
  - (b) expected return to work date.

If the employee fails to provide the company with the above data, a letter of termination may be issued in accordance with the Employment Standards Act.

- **4.07** Records of disciplinary action for lateness and/or absenteeism only, will not be used against an employee, provided 9 (nine) months has elapsed since the last verbal or written warning was issued. Records of disciplinary action other than lateness and/or absenteeism will not be used against an employee provided that:
  - (i) Suspensions:
    - 4 (four) years have lapsed since the last disciplinary action was

#### formally recorded.

### (ii) Verbal and Written Warnings:

2 (two) years have lapsed since the last disciplinary action was formally recorded.

### ARTICLE 5: STEWARDS:

5.01 The company recognizes the tight of the Union. to appoint or otherwise select stewards in accordance with the following representation based as nearly as possible on the numerical size of each department and to further appoint or otherwise select from amongst the stewards one who will act as, and perform the functions of a Chief Steward.

DEPARTMENT OR SECTION	-NUMBER OF STEWARDS
Top Stock Department	2
Drawing/Spinning Department	2
Twisting/Reeling Department	1
Dychouse Department	I
Finishing Department, Winding, Yarn Printing and Brushing Section	1
Finishing Department, Balling/Pullskein and Steaming Section	2
Finishing Department, Accumulators Section Finishing Department, Packing Section	n 2
Finishing Department, Overprinting Section Finishing Department, General Section	n

(Jobbers, Clerical, Asst. to Supervisors)	I
Finishing Department, Sewings & Crafts Section Roselawn Avenue, Bulk Pack/Receiving Section	2
Inspection Department Shade Card Department	1
Iron Street Distribution Centre	2
Maintenance Department (Maint, Gen, Services,	
Machinery Maintenance and Carpenters)	1
All Departments (Chief Steward)	1

- 5.02: An employee will not be eligible to serve as a steward unless he has had 1 (one) or more years' continuous service with the Company. Furthermore, a steward must be an employee in the department or occupational group he represents. The Union undertakes to notify the Company in writing of the names of the stewards and the department or sections each represents and of any changes in the personnel of the stewards which may be made from time to time before the Company shall be required to recognize them.
- **5.03:** Stewards shall be free to discharge their duties without fear that their relations with the Company may be affected in any way. Moreover, the Company agrees to compensate stewards for all time spent in the servicing of grievances, when they would otherwise be at work, provided they strictly adhere to the following requirements.
- Will not absent themselves from their regular work unreasonably in order to deal with the grievances of employees.
- (2) Will not enter a department where a grievance has been reported without informing the supervisor of that department of their presence and the person they wish to consult. (3) Will not absent themselves from their regular work without first obtaining permission of their supervisor. Likewise when resuming their regular work will report to their supervisor and if requested advise which department they have visited. Permission shall not be unreasonably withheld.

Stewards shall be free to solicit new members on the Company's premises provided such solicitation does not take place duringworking hours.

5.04: The Company recognizes the right of the Union to appoint or otherwise select a Grievance Committee. An employee will not be eligible to serve as a member of the Grievance Committee unless he has had 1 (one) or more years' continuous service with the Company. Members shall be allowed time off when it is found necessary to meet with the Management and will be compensated fo time so spent when they would otherwise be at work. However, not more than 3 (three) members of the Grievance Committee will meet with Management at any one time. The Union agrees that no more than 2 (two) members will be representatives of 1 (one) occupational group.

### ARTICLE 6: GRIEVANCE PROCEDURE:

- **6.01:** A grievance is defined as a difference between the Company and the Union or an employee as to the interpretation of, or application of, or compliance with the terms and conditions of this Collective Agreement. No grievance shall be considered:
- (a) Where the circumstances giving rise to it occurred or originated mote than 7 (seven) working days before filing of the grievance.
- (b) Unless the employee or group of employees has given their immediate supervisor a reasonable opportunity of adjusting same.

#### Step No. 1:

An employee having a grievance shall first submit it orally or in writing to his supervisor and shall be accompanied by his union steward. The supervisor shall deal with the grievance and deliver his answer orally or in writing to the grievor within 2 (two) working days after receipt of the grievance.

### Step No. 2:

If the decision of the supervisor is not satisfactory it may be appealed in writing to the manager concerned, or other person designated by the Company, by the steward within 2 (two) working days following the decision of the supervisor.

The manager will deal with the grievance and render his decision in writing to the grievor within 2 (two) working days following the day upon which he received the grievance.

#### Step No. 3:

If the decision of the manager is not satisfactory, the grievance maybe taken up within 7 (seven) full working days at a meeting between the Grievance Committee and the Company's Human Resources Manager. Either party may request the presence of the grievor at this meeting.

Nothing stated in the foregoing shall preclude the right of the Union to have a permanent representative of the National Organization present or the Company from having its own special representative present at the negotiations between the Human Resources Manager and the Grievance Committee or between the President of the Company or any other person or persons designated by him and the Grievance Committee.

The Human Resources Manager shall give his written decision not later than 10 (ten) working days following the dare on which the Step No. 3 meeting was held.

If the decision of the Human Resources Manager is not acceptable to the grievor, the grievance may be submitted to arbitration as provided in Article 7. If notice to proceed to arbitration is not received within 10 (ten) working days following the date of the Human Resources Manager's decision, the grievance will be considered to have been settled or abandoned.

 $\label{eq:local_equation} In the case of a permanent employee who feels that he has been unjustly discharged, Article 4.03 of the Collective Agreement shall apply.$ 

**6.02:** Any difference arising directly between the Union and the Company relating to violations, interpretations and applications of the Agreement shall be processed under the provisions of this Article and shall be initiated at Step No. 3.

**6.03:** The Company recognizes the right of the Union to grieve on behalf of individual employees.

### ARTICLE 7: ARBITRATION:

**7.01:** When either-patty requests that any matter be submitted to arbitration as hereinafterprovided, it-shall make such request in writing addressed to the other party to this Agreement and at the same time nominate an arbitrator. Within 5 (five) working days thereafter, the other party shall nominate an arbitrator. The two arbitrators so nominated shall meet immediately and if within 3 (three) working days they fail to settle the grievance, they shall attempt to select by agreement a third person to be a member and Chairman of the-Arbitration Board. If they are unable to agree upon such a Chairman within a further period of two working days, they may then request the Minister of Labour for the Province of Ontario to assist them in selecting a Chairman, provided that the Chairman shall be selected from other than the Civil Service and shall be chosen havingregard to his impartiality, his qualifications in interpreting Collective Bargaining Agreements and his familiarity with Industrial Relations.

In determining any grievance arising out of discharge or other discipline, the Arbitration Board may dispose of the claim by affirming the Company's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to his former position with or without compensation or in such other manner as may in the opinion of the Arbitration Board be justified.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.

The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the Chairman of such Board will be final and binding upon the parties hereto.

Each of the parties hereto will bear the expense of the arbitrator

appointed by it and the parties will jointly bear the expense, if any, of the Chairman of the Arbitration Board.

### ARTICLE 8: WAGES:

8.01: The Company agrees to pay and the Union agrees to accept during the life of this Agreement, the basic time work rates and piece-work rates in effect during the week ending May 9th, 1992 subject to the changes and adjustments which are to become effective on the date specified in 8.02. Piecework rates, as adjusted, will be posted in departments paid on a piece-work basis and theschedule of time rated classifications shown on Schedule "A" will be attached to and form part of this Agreement.

#### **8.02**: EFFECTIVE MAY **3**, 1992:

- (a) All time work rates will be increased by 0.31 per hour or 2.8% (percent) whichever is greater.
  - (b) All piece work rates will be increased by 2,8% (percent).
- (c) The Company will retain a Group Bonus for the Dyehouse employees, skilled Maintenance, Spinning and Drawing employees with derails to be changed or adjusted when necessary by the Company.

#### **8.03**: EFFECTIVE MAY 2,1993:

- (a) All time work rates will be increased by 0.27 per hour or 2.4% (percent) whichever is greater.
  - (b) All piece work rates will be increased by 2.4% (percent).
- **8.04:** Nothing stated in 8.01 shall be deemed to deprive the Company of its right to adjust the rime rates of individual employees within the limits of the time work rates contained in Schedule "A" nor of applying at anytime a scale of piece work, incentive or bonus rates such as may be mutually satisfactory to the Company and the Union.
- **8.05:** (a) Since employment is dependent upon the demand for the Company's products, the parties hereto recognize the importance of attaining

and maintaining maximum employee efficiency and productivity and of continual progress in the development of improved manufacturing methods to meet customer requirements on a competitive basis.

- (b) It is recognized and agreed that it is the right of the Company to institute changes in tasks, work assignments or incentive rates, and the following procedure shall apply:
- (i) The Company shall first inform the Union of the fact that a major change is to be made and of the approximate date thereof. The parries shall meet and, except in case of emergencies, discuss the proposal at least 2 (two) weeks before the date fixed for the institution of such change. The Company will furnish all information which is necessary for a complete understanding of the proposed change.
- (ii) If there is any question as to the equity of the change in tasks, work assignments, or new incentive rates, a trial period not exceeding 30 (thirty) days shall be instituted in order to give fair trial to such tasks, work assignments, or incentive races. If, following the trial period, there is noagreement between the parties, the Union, within 15 (fifteen) days following the end of the trial period, may present a written statement of its grievances. A further 15 (fifteen) days will be allowed for a satisfactory adjustment to be made by Negotiations between the two parties. If agreement is not reached, the Company accepts that the Union will be permitted to study the operation in question by their qualified Industrial Engineer. Should therestill be no satisfactory adjustment agreeable to the two parties, the matter may be submitted by either party to arbitration for a final and binding decision.
- (iii) No worker shall receive assistance during the trial period which he would not normally receive.
- (iv) During the trial period referred to in (ii), the employee shall be paid on the basis of his average earnings, provided that any increase in the said rates arising by mutual agreement between the parries out of the negotiations referred to above, or resulting from the decision of the Arbitration Board, will be made retroactive to the date that the new rates were posted and became effective.
- **8.06:** When an employee is temporarily assigned to another job for the convenience of the Company, he will receive the rate for the job to which he

is transferred or the rate of the previously held job - whichever is higher.

# ARTICLE 9: TECHNOLOGICAL CHANGE:

- **9.01:** In the event of technological change, including the installation of new mechanical, electronic, or automated equipment that will affect the job status of any employee in the Bargaining Unit, the Company will:
- (a) As far in advance as possible before the installation of such equipment, meet with the Union Committee and provide the Committee with data regarding the proposed date of installation, number and classification of employees likely to be affected by it, and:
- (b) Provide adequate training facilities in the operation of such equipment, so that the senior displaced employees will have the opportunity to qualify for such new jobs created by the installation of the equipment.
- (c) In the case of other employees who may be displaced by the equipment and for whom no work is available in the department concerned, the Company will arrange transfers to other departments or occupations and will undertake to train such employees for a two-month period, ifnecessary, at the learning rate in effect for the department or occupation to which he has been transferred.
- (d) Failure on the part of the Company to offer employment as outlined in (c) will result in a displacement wage being paid to such employees. The displacement wage shall be an amount equivalent to one week's earnings for each full year of the employee's continuous service with the Company. However, failureon the part of the employee to accept employment in another department or occupation on the terms outlined (c) relieves the Company of its obligation to pay a displacement wage.
- 9.02: In the event of dispute arising out of this provision, the matter shall be subject to the grievance and arbitration procedure.

#### ARTICLE 10:

### HOURS OF WORK, OVERTIME, WAITING TIME, REPORTING TIME, REST PERIODS & SHIFT PREMIUMS:

10.01: Attached to and forming part of this Agreement is Schedule "B" which is a schedule of the hours of work, starting and quitting times, rest periods and shift premiums.

10.02: Overtime hours are those worked in excess of the standard day or weekly hours as listed in Schedule "B" and work performed on a Saturday, Sunday or Statutory Holiday listed herein.

#### SCHEDULE "B"

### HOURS OF WORK, OVERTIME, WAITING TIME, REPORTING TIME, REST PERIODS & SHIFT PREMIUMS

HOURS OF WORK: The standard working week shall consist of the following:

First Shift: 40 hours per week - 8 hours daily -

Monday, Tuesday, Wednesday, Thursday, Friday.

Second Shift: 40 hours per week - 8 hours daily -

Monday, Tuesday, Wednesday, Thursday, Friday.

Third Shift: 33

Drawing/Spinning, Twisting/Reeling 33-3/4 hours per week -6-3/4 hours pet shift commencing Sunday night and ending the

following Friday morning.

and Finishing.
Third Shift:

40 hours per week - 8 hours per shift - commencing Sunday night and ending the

Top Stock, commencing Sunday night and ending the Dyehouse, following Friday morning; and except where

Maintenance. three shift operations requireotherwise,

the morning starting times and the afternoon quitting times shall be as follows:

Department	Hours of Work	Lunch Period
*Top Stock	7:30 a.m. to 4:00 p.m.	1/2 hour
Drawing/Spinning	7:00 a.m. to 3:30 p.m.	1/2 hour
Twisting/Reeling	7:00 a.m. to 3:30 p.m.	1/2 hour
Dyehouse	7:00 a.m. to 3:30 pm.	1/2 hour
Inspection	7:00 a.m. to 3:30 p.m.	1/2 hour
Finishing	7:00 a.m. to 3:30 p.m.	1/2 hour

<sup>\*</sup>Machinery Maintenance

Shade Card

7:00 a.m. to 3:30 p.m. 1/2 hour

\*Maintenance - General Services

7:00 a.m. to 3:30 p.m. 1/2 hour 8:00 a.m. to 4:30 pm. 1/2 hour

Iron Street - Distribution Centre

8:00 a.m. to 4:30 p.m. 1/2 hour

<sup>\*</sup> Someomployees in these departments may have different starting times than those stated above and these times will be deemed to be the normal starting hours for those involved.

#### SCHEDULE "B"

Where departments, sections thereof or individual employees are required for three shift operations, the starting and quitting times will be as follows:

Department	Hours of Work	Lunch Period		
First Shift	7:00 a.m. to 3:30 p.m.	1/2 hour		
Second Shift (excluding Top Stock, Dyehouse)				
	3:30 p.m. to 11:55 p.m.	I /2 hour		
*Second Shift (Dyehouse & Maintenance excluding General)				
	3:00 p.m. to 1 1:30 p.m.	1/2 hour		
*Second Shift (Top Stock)				
_	2:00 p.m. to 10:30 p.m.	1/2 hour		
Third Shift (Drawing/Spinning, Twisting/Reeling, Finishing)				
	11:45 p.m. to 7:00 a.m.	1/2 hour		
*Third Shift (Dyehouse, Maintenance excluding General)				
` •	11:00 p.m. to 7:30 a.m.	1/2 hour		
*I hird Shift (Top Sto	ck)			
` 1	10:30 p.m. to 7:00 a.m.	1/2 hour		

Third Shift: Drawing/Spinning, Twisting/Reeling and Finishing Departments will be paid for a 7 (seven) hour shift and a 35 (thirty-five) hour week. While the above defines the normal hours of work it shall not beconstrued or interpreted as aguarantee by the Company of a specified number of hours of work per shift or shifts of work per week. It shall, moreover, be clearly understood, that notwithstanding the starting and quitting times mentioned above, any work performed before or after these times which is authorized by the Company and agreeable to the employees concerned shall not be considered overtime until the normal 8 (eight) hours have first been completed.

1. Cleaning will be done weekly by the department which employs two and three shift operations. Full 8 (eight) hour shifts will be allowed

DEPARTMENT	SECTION	CLEANING PERIOD
Drawing/Spinning Twisting/Reeling Finishing	All Sections All Sections Winding Balling Bagging Packing;	30 minutes 30 minutes 30 minutes 25 minutes 15 minutes 10 minutes
	1 40.000	1 0 IIIIIIacos

Cleaning duties will be carried out by full 8 (eight) hour shift according to publications which may be altered from time to time to accommodate everyone as fairly as possible.

The Third Shift will be given a 15 (fifteen) minute allowance per shift for general cleaning and house-keeping.

2. OVERTIME: Overtime will be on a voluntary basis but employees are expected to co-operate and perform overtime when asked to do so by the Company. Notice of overtime work will be given, if possible, 24 (twentyfour) hours prior to such work being performed, except in cases of emergency.

Employees who agree to work pre-scheduled overtime and who do not fulfill their committment, without a reason acceptable to the Company, will not be considered when subsequent pre-scheduled overtimeschedules are prepared, unless no qualified substitute can be found.

All authorized work performed by an employee in excess of 8 (eight) hours per shift and 40 (forty) hours per week shall be considered overtime and remunerated at time and one-half an employee's regular hourly rate in the case of an hourly rated employee, and time@and@one-half an employee's average hourly earnings, excluding overtime premium, in the case of a piece-rated employee.

Furthermore, authorized work performed on Saturday will be considered overtime and remunerated at time and one-half and any work performed on a Sunday, which has been specifically scheduled by the Company, will be remunerated at double time. However, where Sunday work is performed by an employee because, for personal reasons, he was unable to work on the Saturday, the overtime rate of time-and-one-halfwill apply.

Employees who are requested and work more than 3 (three) hours overtime in any working day will be entitled to a half-hour rest period. Employees will be paid for 15 (fifteen) minutes of this rest period at time-and-one-half. This applies only to those employees who actually take the rest period and punch their time card accordingly.

Employees who-work overtime for three or more hours on a particular shift will be eligible for a \$6.00 (six dollars) meal allowance if the request for such overtime is not received prior to the commencement of the shift.

When an employee is called in by the Company for overtime work he shall be guaranteed a minimum of 4 (four) hours work and be paid at the regular overtime rate of time-and-one-half or double-time for Sunday.

- 3. WAITING TIME: Where, due to breakdowns, power failure, lack of work or other unforeseen circumstances, production is temporarily interrupted, but employees are required to remain "waiting" on the premises, such "waiting time" will be compensated for in the following; manner:
  - (a) Timeworkers: At their regular rates of pay.
- (b) Pieceworkers: At their average incentive hourly earnings during the 4 (four) weeks immediately preceding the week in which the "waiting time" occurs.
- (c) Team Pieceworkers: such as: Automated Balling and Pull Skein Machine Operators, Packers, etc., will be paid their 4 (four) weekly average as in(b) above. Norwithstanding anything else in this article, during breakdowns, an employee who is qualified and is assigned to other work will be paid the appropriate piecework rate. In the absence of such alternate work the employee will be paid the Automated Machine non-incentive rate.

\*Definition: The Automated Machine non-incentive rate is an hourly rate applied to individual or team piece work operations which combine manual and automatic functions where operators' attention is important to maximize machine efficiency.

(d) If an employee who has completed his probationary period is transferred to other work in lieu of lay-off, he will be paid the rate of a General

Jobber, provided that his rate at the time oftransfer is higher than the General Jobber rate, otherwise his rate will be at the learning rate for the job.

4. REPORTING TIME: Unless he has been advised by the Company nor to report, an employee who reports for work at the commencement of his regular shift and for whom no work is available in his normal classification shall be paid the equivalent of 4 (four) hours' work at his regular rate provided that if requested by the Company the employee shall perform available work to which he may be assigned, and further provided that the provisions of this paragraph shall not apply in the event of power or steam failure, fire, flood or any other conditions whatsoever beyond the control of the Company.

Failure of an employee to keep the Company informed of his correct home address and telephone number, if any, shall relieve the Company of the responsibility to provide work or make payment in lieu of such work as provided for in the provisions of the paragraph above.

An employee who has been absent from work for any reason and fails to advise the Company within 24 (twenty-four) hours prior to his returning to work will not be allowed to work the shift if the Company has scheduled another employee to fill his position for that shift, nor will the employee involved be compensated under Article 10, #4 Reporting Time.

- 5. REST PERIODS: Employees will be allowed 2 (two) 10 (ten) minute rest periods during their shift. In departments where machine operations do nor require the constant attention of operatives, the machines will remain running, and in the event a situation develops where a machine requires immediate attention to avoid faulty work or waste, the operator will be expected to interrupt his rest period and correct the situation, after which he will be allowed to resume his rest period. Piece Work races have been constructed to include compensation for rest periods and there will be no loss of earnings for rime workers.
- 6. SHIFT PREMIUMS: A shift premium of .28 (twenty-eight cents) per hour will be paid to employees on the second shift.

7. A shift premium of .38 (thirty-eight cents) per hour will be paid to employees working on the third shift.

### ARTICLE 11: HOLIDAYS:

- 11.01: The following holidays shall be observed as paid statutory holidays: The day preceding New Year's Day, New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, the day preceding Christmas Day, Christmas Day, Boxing Day, and Citizenship Day (for new Canadians).
- 11.02: Subject to the qualifications outlined in 11.03, employees will be paid for statutory holidays in the following manner:
  - (a) Timeworkers: At their regular rates of pay.
- (b) Pieceworkers: At their average incentive hourly earnings during the 4 (four) weeks immediately proceeding the week in which the holiday falls.
- (c) Team Pieceworkers: Automated Balling & Pull Skein Machine Operators, Packers, etc.: At their average incentive hourly earnings during the 4 (four) weeks immediately preceding the week in which the holiday falls.
- 11.03: An employee will only be entitled to payment for these holidays if he has completed the probationary period and must attend for the declared working day immediately preceding the holiday and report back within 30 (thirty) minutes after the start of operations on the declared working day immediately following the holiday.
- 11.04: For the purpose of 11.03 an employee shall not be deemed absent from work when he is required by law for jury duty, court witness, reserve army training, nor when absent for sickness if verified by first aid, employee's own supervisor or by doctor's note, nor when temporarily laid-off provided the employee has been at work-at-any rime during the 5 (five) working days immediately preceding the holiday or has been recalled and reports for work within 30 (thirty) minutes after the start of operations on the declaredworking day immediately following the holiday.

Employees who are eligible for Sick Benefit payments based on supplying the Company with a medical certificate and employees who are in receipt of Sick Benefit payments will be paid for statutory holidays at the Sick Benefit race only.

- 11.05: Where a holiday falls on a day when the plant is not normally operating (i.e. Saturday and Sunday) the plant will close the following Monday or preceding Friday at the Company's option.
- 11.06: Employees normally required to work on a holidaycan elect to take one or the other of the following options:
- (a) Be paid overtime rates of time-and-one-half and be allowed a day off with pay at a lacer date.
- (b) Forfeit the holiday and receive overtime races of time-and-one-half for all hours worked plus a normal day's pay in lieu of the holiday.
- 11.07: Employees who are not normally required co work on a holiday but who, due co an emergency or other unforeseen circumstances ace requited to do so, can elect to cake one or the other of the following options.
- (a) Be paid the overtime rate of time-and-one-halfand be allowed a day off with pay at a lacer dare.
- (b) Forfeit the holiday and receive overtime races of time-and-one-half for all hours worked plus a normal day's pay in lieu of the holiday.
- 11.08: Where a holiday falls during an employee's annual vacation period, such employee will be allowed co:
- (a) Add an extra day on to the end of their vacation period if agreeable to Management.
- (b) Be allowed a day off with pay at a date; convenient co the Company, in lieu of the holiday.
- 11.09: Employees will be paid for a normal working shift of 8 (eight) hours with the following exceptions:
  - (a) Employeeswho regularly work less than a normal working day will be

paid for the hours regularly worked.

- (b) Employees who regularlywork more than a normalworking day will be paid for the hours regularly worked plus the overtime premium.
- 11.10: The above sections, 11.06, 11.07, 11.08 and 11.09 only to employees who are qualified under 11.03:

#### ARTICLE 12: VACATION WITH PAY:

- 12.01: (a) Annual vacations will be observed during the (two) calendar weeksimmediately preceding Civic Holiday and, with the exception of the Receiving, Iron Street Distribution Center, Shade Card and Maintenance, all other departments will close down unless, in the opinion of the Company, it is deemed essential to continue certain operations, in whole or in part.
- (b) In the event it is deemed essential to continue certain operations in departments which are normally closed down, operators will be recruited on a voluntary basis and those who work will take the vacation to which they are entitled under 12.03, at a time mutually convenient to the Company and the employee.
- 12.02: VACATION YEAR: In order to determine an employee's gross annual earnings as a basis from which to compute vacation pay, the vacation year will be the 52 (fifty-two) weeks ending with the Saturday nearest April 30.
- **12.03:** (a) Employees completing 1 (one) year's continuous service as at the Saturday nearest April 30 will be eligible for 2 (two) weeks vacation and will be paid 4% (four) per cent of their gross earnings for the vacation year.
- (b) Employees completing 5 (live) years but less than 11 (eleven) years' continuous service at any time during the calendar year will be eligible for 3 (three) weeks vacation; 2 (two) weeks to be taken at the annual vacation period and 1 (one) week at a time mutually agreed by the Company and the employee and will be paid 6% (six) per cent of their gross earnings for thevacation year.
- (c) Employees completing 11 (eleven) years but less than 12 (twelve) years' continuous service at any time during the calendar year will be eligible

- for 3 (three) weeks vacation; 2 (two) weeks to be taken at the annual vacation period and 1 (one) week at a time mutually agreed bythe Company and the employee and will be paid 7% (seven) percent of their gross earnings for the vacation year.
- (d) Employees completing 12 (twelve) years but less than 13 (thirteen) years' continuous service at any time during the calendar year will be eligible for 4 (four) weeks vacation; 2 (two) weeks to be taken at the annual vacation period and 2 (two) weeks at a time mutually agreed by the Company and the employee and will be paid 8% (eight) percent of their gross earnings for the vacation year.
- (e) Employees completing 13 (thirteen) years but less than 18 (eighteen) years' continuous service at any time during the calendar year will be eligible for 4 (four) weeks vacation; 2 (two) weeks to be taken at the annual vacation period and 2 (two) weeks at a time mutually agreed by the Company and the employee and will be paid 9% (nine) percent of their gross earnings for the vacation year.
- (f) Employees completing 18 (eighteen) years but less than 21 (twentyone) years' continuou for 4 (four) weeks vacation; 2 (two) weeks to be taken at the annual vacation period and 2 (two) weeks at a time mutually agreed by the Company and the employee and will be paid 10% (ten) percent of their gross earnings for the vacation year.
- (g) Employees completing 21 (twenty-one) years or more continuous service at any time during the calendar year will be eligible for 5 (five) weeks vacation, 2 (two) weeks to be taken at the annual vacation period and 3 (three) weeks at a time mutually agreed by the Company and the employee and will be paid 10% (ten) percent of their gross earnings for the vacation year.
- (h) Notwithstanding 12.03 (b), (c), (d), (e), (f), and (g), employees who have not taken their vacations at a time mutually agreed by the Company and the employee by January 3 1st of a vacation year maybe asked by the Company to take their remaining vacations at a time suitable to the Company. The Company will not unreasonably force employees to take their vacation.
- 12.04: (a) Employees with less than 1 (one) year of continuous service with the Company whose employment is terminated during the vacation year will receive vacation pay for that portion of the vacation year worked in

accordance with the Employment Standard Act as revised.

- (b) Employees with 1 (one) or more year's continuous service with the Company whose employment is terminated during the vacation year will receive vacation Pay for that portion of the year so worked, in accordance with the applicable percentage referred to in (a), (b), (c), (d), (e), (f) or(g) of Section 12.03.
- 12.05: In the case of employees who have lost time during the vacation year due to an injury or occupational disease covered by the Workers' Compensation Act, one and one-third times the actual wages paid by the Company during the vacation year will be used to provide the gross earnings figure to calculate the percentage for vacation purposes.
- 12.06: Where any provision contained in paragraph 12.03 and 12.04 is found to provide for vacation credits which fall short of the statutory requirements set forth in the Employment Standards Act 1974, then the vacation credits provided by the Act shall apply. NOTE: All vacation pay to be given at time of shut-down, upon request.

### ARTICLE 13: SENIORITY:

**13.01:** Separate Seniority shall be established for each of the following departments or occupational groups.

Top Stock Department Drawing/Spinning Department Twisting/Reeling Department

Dyehouse Department

Finishing Department, Winding, Yarn Printing

and Brushing Section

Finishing Department, Balling/Pullskein and Steaming Section

Finishing Department, Accumulators Section

Finishing Department, Packing Section

Finishing Department, Overprinting Section

Finishing Department, General Section

(Jobbers, Clerical, Asst. to Supervisors)

Finishing Department, Sewings & Crafts Section

Roselawn Avenue, Bulk Pack/Receiving Section

Inspection Department

Shad; Card Department

Iron Street Distribution Center

Maintenance Department (Maintenance General Services, Machinery

Maintenance and Carpenters)

13.02: All employees shall be considered probationary for the first 40 (forty) days worked in the bargaining unit and shall have no seniority rights during that period. After such period, they shall be considered permanent employees and their seniority shall commence from the date of last hiring.

Students hired for summer vacation relief will be probationary employees for the entire reliefperiod and will not be confirmed as permanent employees during that period.

Anextension of the probationary period maybegranted by mutual agreement of the Company and the Union, but this extension may not exceed 25 (twenty-five) days worked and each case will be treated on an individual basis.

13.03: Notwithstanding Article 13.02 those employees who are hired to meet temporary requirements will be termed as temporary and will not be retained beyond 40 (forty) days worked.

It is recognized by both parties that the use of temporary employees is essential to meet manning needs created by short-run production and technology changes, vacation, leave of absence and other emergency situations, as well as to reduce the need for the lay-off of full-rime employees. The following points summarize our understanding on temporary employees:

- (a) If there are people on lay-off who are capable of doing the respective work, and the work is scheduled to exceed one week, they will first be offered temporary work before other individuals are approached. Unless the temporary work is on their previous job, an individual's refusal to accept temporary work will not affect their recall rights.
  - (b) Individuals on temporary jobs are not eligible to sign job postings.

- (c)Temporary jobs will not normally exceed 40 (forty) days worked. If the job exceeds that time, a meeting will be held with the Union President to discuss the anticipated extent to which the job will continue and whether it will become a permanent job. All extensions beyond 40 (forty) days worked must be approved by the Union.
- 13.04: When an employee is transferred from one department to another department, his seniority will remain in his previous department for a period of 90 (ninety) days, after which time his seniority will be transferred to the new department.
- 13.05: (a) In the case of lay-offs for the purpose of reducing the work force, seniority shall be the deciding factor and the last regular employee hired shall be the first laid-off and similarly the last regular employee laid-off shall be the first re-hired provided those who remain on account of seniority are capable, willing, available and fully qualified in respect to skill, competence and efficiency to satisfactorily perform without further training whatever work is available in the department concerned. Satisfactory performance shall be defined as being not less than the average for experienced workers in the department or occupational group.
- (b) The Company will not, however, be obliged to adhere to this procedurewhen laying off employees for a period of up to one complete shift because-of a temporary lack of work occurring at irregular intervals. If, however, the foregoing should occur at regular intervals to avoid a reduction in the work force, the terms in the foregoing (a) shall apply.
- (c) The Company will not exercise the right stated in (a) above to depart from strict seniority when a reduction in the work force becomes necessary, unless the employee or employees who do not measure up to "Satisfactory Performance" have first had a warning in writing atleast two weeks prior to the start of the reduction in the work force and they may be laid-off out of seniority unless there is a substantial improvement in their work performance and that the improvement is sustained.
- (d) In the event of a serious and permanent reduction of the work force in an individual department or occupational group becomes necessary and there is little likelihood of employees affected being recalled to the department or

occupational group concerned, the following privileges will apply only in respect to employees who have had 4 (four) or more continuous years' of service with the Company.

Notwithstanding the separate department or occupational group seniority provided in Section 13.01 of this Article, an employee having 4 (four) or more years continuous service, who is affected by the aforementioned reduction, may exercise his plant seniority to displace the least senior employee who has less plant seniority in another department or occupational group. Furthermore, the Company will undertake to train such employee for a period of time and at the remuneration specified below:

- (i) Transfer to Time-Rated Classification: An employee exercising his plant seniority in a time-rated classification will be allowed a two month training period and will be paid at the learning rate or the low of the range for the particular job classification to which a transfer has been arranged.
- (ii) Transfer to an Individual Piece Work Operation: An employee exercising his plant seniority in an individual piece work operation will be allowed a 2 (two) month training period and will be paid at the learning rate for the individual piece work operation to which a transfer has been arranged.
- 13.06: In hiring new employees, preference shall, subject to the same conditions respecting skill, competence and efficiency as in 13.05, be given to those former employees who have had previous service with the Company and who have applications for re-employment on file, providing they are physically fit and were not discharged for cause. This however, shall not in anyway limit the Company's right to employ technically trained or specially skilled workers.
- 13.07: In making promotions within the Bargaining Unit, preference shall, subject to same conditions respecting skill, competence and efficiency as in 13.05 be given to employees having the longest service.
- **13.08:** Promotions to supervisory positions shall not be subject to the provisions of this Agreement.

- 13.09: In the event that an employee within the bargaining unit is promoted to a supervisory or confidential position beyond the scope of this agreement, he shall have from the date of promotion, 6 (six) months to determine whether he wishes to return to the bargaining unit or not. In the event that he does not return to the bargaining unit within this 6 (six) month period he shall lose all his seniority he had attained while he was in the bargaining unit.
- 13.10: When a permanent and major change in duties and job location becomes necessary effecting one or more, but nor all employees within a department or occupational group, the employees with the highest seniority shall be given the first opportunity to accept or decline such change.
- 13.11: The Company agrees to post and circulate notice of any opening or a new or vacant occupation for a period of 2 (two) working days. Employees with sufficient skill, competence and efficiency may make application through their supervisor and seniority will govern where other factors are relatively equal.

It is understood that in 'the event of a job posting on new equipment, opportunity will be given to existing employees to train on such machines before new employees are hired, provided the existing employees have the skill and ability to operate the new equipment. Seniority will govern where other factors are relatively equal. Skill, competence and efficiency shall be determined by the Management and should an orientation or adjustment period be necessary, this will be paid at the learning rate.

In the event the job-should prove unsatisfactory to the employee concerned, any tight to return to the job from which the transfer was made, or any other job, will be at the s&discretion of the Management.

- 13.12: The necessary employment of personnel on days on which the plant would normally, be closed shall be by seniority, subject to ability to perform the work.
- 13.13: (a) Seniority lists showing each employee's seniority standing shall be posted by the Company on the departmental notice boards. After these lists

have remained posted for a period of two weeks they shall be deemed to be correct and become final except in the case of any employee who files a written protest with his supervisor within the said 2 (two) week period concerning the incorrectness of his seniority date which shall be subject to adjustment if it is proved to be incorrect.

- (b) Senioritylists shall be brought up to date every six months and copies of these lists will be made available to the Union.'
- 13.14: Employees in the classification "Lead Hand" will be so designated on the Seniority Lists.
- 13.15: Seniority shall be lost if the employee:
  - (a) Voluntarily leaves the employ of the Company.
  - (b) Is justifiably discharged.
- (c) Is absent without leave or due notice for a periodgreater than 5 (five) working days.
- (d) After lay-off fails to report for work within 1 (one) week after recall unless other arrangements have been made with the Company.
- (e) Seniority will be lost if lay-off exceeds the time limits stated in 13.16 (a) or (b)
- (f) Fails to return to work on the regular shift immediately following the expiration of the leave of absence, as described in 14.01, unless the employee both notifies the Company prior to the expiration of the Leave of Absence and also provides the Company with proof of the employee's attempt to return to work as scheduled.
- (g) Works elsewhere while on Leave of Absence without written permission from the Company to do such work.

### 13.16: Recall after lay-off.

- (a) An employee with less than 1 (one) year of seniority shall have recall rights equal to his length of seniority.
- (b) An employee with more than 1 (one) year of seniority shall beentitled to recall up to 12 (twelve) months from date of lay-off.
- (c) Recall will be based on seniority and advice of recall will be confirmed via registered mail to the employee involved.

Should the most senior employee not be availableat time of recall, the next senior employee will be contacted.

However, if the most senior employee becomes available for work, he will displace the last senior employee recalled.

#### ARTICLE 14: LEAVE OF ABSENCE:

- 14.01: The Company may grant Leave of Absence for legitimate personal reasons. Any Leave of Absence will be in writing and no such leave will affect an employee's seniority rights when used for the purpose granted, provided the employee returns to work on the. regular shift immediately following the expiration of the Leave of Absence.
- 14.02: Any statutory holiday or statutory holidays which might fall during a leave of absence as mentioned in 14.01 above, will not be paid for nor compensated for in any manner whatsoever, and when Leave of Absence is granted for the declared working day immediately preceding a statutory holiday and when granted for the declared working day immediately following a statutory holiday the provisions of 11.03 will apply.
- 14.03: The Company will grant Leave of Absence to the President of the Local, and for two other delegate Union Members provided they are not from the same occupational group, to attend Union conventions, conferences and educationalseminars, provided that the Company is notified at least 7 (seven) working days in advance of any such requested leaves and in the opinion of the Company the employees concerned can be spared from their work. The leaves will be granted to a maximum of 15 (fifteen) working days without pay for the President of the Local, a total of 15 (fifteen) working days without pay for the other delegate Union members and an additional 15 (fifteen) working days for the delegate Union member elected to serve on the Joint Council. Such Leaves of Absences shall not be unreasonably withheld and will be exempt from provisions of 14.02 and will not therefore be considered absence for the purpose of 11.03.

- 14.04: The Companywill grant leave of absence to an employee called for Jury Duty and the Company will compensate such employee for any loss in earnings to the extent of the difference between Jury Duty remuneration and his normal earnings.
- 14.05: The Company will grant leave of absence with pay to an employee suffering a bereavement in his immediate family. Such leave of absence shall be granted for a reasonable mourning period and the funeral but shall in no event be for a period of more than 3 (three) working days. Immediate family shall be defined as Father, Mother, Husband, Wife, Children, Brothers, Sisters, Grandchildren and Grandparents.
- 14.06: The Company will grant leave of absence with pay to an employee whose spouse has suffered a bereavement of their Mother or Father and such leave of absence shall be granted for the day of the funeral only.
- 14.07: Maternity Leave: When a participating employee is absent from work for a maternity leave, the Company will pay the following premiums up to a maximum period of 17 (seventeen) weeks:
  - 1, Drug Plan
  - 2. Dental Plan
  - 3. Life Insurance
  - 4. Vision Care

### ARTICLE 15: STRIKES AND LOCKOUTS:

- 15.01: There shall be no lockout by the Company, or strike, slow-down or suspension of work, either complete or partial by the employees, nor any limitations or restrictions placed upon the individual working efforts of the employees, during the life of this Agreement.
- **15.02:** In the event of any controversy or dispute between the Company and any other outside group or any organization of its employees, the Union and the employees who come within the scope of this Agreement agree that

they will continue to perform their duties irrespective of any such controversy or dispute with any other groups or organizations. In the case of violation of this clause by an individual or individuals, the Union agrees that an effort will be made to rectify the situation.

#### ARTICLE 16: NO DISCRIMINATION OR INTIMIDATION:

- 16.01: It is agreed that there shall be no discrimination, coercion or intimidation by the Company, the Union, or its officers or members against any employee because of his activity or lack of activity, membership or non-membership in any labour organization.
- 16.02: It is further agreed that there shall be no solicitation of members, collection of dues or other Union activities on the premises of the Company duringworking hours except as permitted by this Agreement. It is understood that no meeting of the Union or its members shall be held on the premises of the Company at anytime without the prior written approval of the Company.
- 16.03: An employee who violates any of the provisions of this article maybe appropriately dealt with by the Company under the provisions of Article 3.

# ARTICLE 17: DEDUCTION OF UNION DUES AND MAINTENANCE OR MEMBERSHIP:

17.01: The Company will, upon the receipt of authorization cards signed by an employee, deduct from his pay each month the sum specified by the Union as being the amount of Union dues, or inform such employee that the amount specified by the Union as his monthly dues be deducted from his pay. The first such deduction to be made after 4 (four) clear weeks, to be the initiation fee payable to the Local's Financial Secretary. Subsequent deductions to be remitted by cheque to the Central Ontario Regional Office prior to the end of the month in which the deduction is made.

Employees hired on a temporary basis will not be required to sign a Union card but will be required to pay the Local's Financial Secretary the equivalent of 1 (one) month's Union dues after 4 (four) clear weeks. This will be deemed to be the Local Initiation Fee.

- 17.02: The Company, at the time of making each remittance to the Union, will supply a statement showing the name of each employee from whose pay such deduction has been made.'
- 17.03: The Company agrees that it shall be a condition of employment chat an employee who at the date of this Agreement is a member of the Union in good standing, or who becomes a member after that date, shall maintain such membership during the life of this Agreement.
- 17.04: An individual employee, to whom 17.03 applies, may notify the Company and the Union, in writing, at any time during the two weeks preceding the expiration of this agreement of his intention to resign from imembership in the Union. If in the opinion of the Company and the Union there is sound evidence to justify such a resignation, it shall become effective on the expiration date of this agreement and his employment shall not thereby be affected. However the provisions of 17.01 shall apply.

Such agreement will not be unreasonably withheld unless the reasons given for resignation is that the individual employee,

- 1) was or is a member of another Trade Union;
- 2) has engaged in activity against the Trade Union or on behalf of another trade union:
  - 3) has engaged in unreasonable dissent within the Trade Union.

### ARTICLE 18: BULLETIN BOARDS:

18.01: The Company agrees to extend to the Union the privilege of using all bulletin boards to be located in the mill in locations designated by the Company, provided that the use of such bulletin boards shall be restricted to the posting thereon only of such notices as have been signed by the President

or other authorized signing officer of the Union and have received prior approval of the Company through the Human Resources Manager.

**18.02:** The following types of notices may be posted:

Notices of Union recreational and social affairs,

Notices of Union elections, results of elections and Union appointments, and Notices of Union meetings or of any other similar business of the Union.

**18.03:** The Union agrees that no pamphlets, handbills or other publications will be distributed on the premises of the Company without the prior approval of the Management.

### ARTICLE 19: WELFARE & SAFETY:

- 19.01: In the interest of Safety and Accident Prevention the Company will pay 90% (ninety) per cent of the employee cost of safety shoes up to a maximum of \$60.00 (sixty) dollars for one pair per year for each employee upon receipt of invoice.
- **19.02:** Each new employee hired will be obliged to purchase a pair of safety shoes and reimbursement will be made in accordance with Article 19.01 upon completion of his probationary period.
- 19.03: The Company will provide the choice of one or two piece uniforms to Maintenance employees engaged in machinery maintenance and shops on the basis of 2 (two) pairs per year.

New employees hiredwill be issued their choice of one or two piece uniforms upon completion of their probationary period.

19.04: (a) The Company and the Union ate in complete agreement with the Safety Rules and Regulations of The Department of Labour for the Province of Ontario, as provided for in the Occupational Health and Safety Act 1980 and will work together in the interest of Safety and Accident Prevention.

- (b) The Companywill agree to theelection of a Safety Committee of not more than four members of the Local Union who shall be part of any plant Safety Committee.
- 19.05: (a) When a participating employee is absent from work for leave of absence, lack of work or any other reason not described in 19.05(b) or (c) below for a period in excess of 2 (two) months, the Company will pay the premiums for Drug Plan, Dental Plan, Life Insurance and Vision Care for those two months after which time the Company may at its own discretion, select one or other of the following options:
- Continue to pay the premiums and recover the appropriate amount by payroll deduction on the employee's return to work,
   OR
- (2) Offer the employee the opportunity to pay the Company directly at current premium rates and the Company will maintain coverage.
- (b) When a participating employee, is absent from work due to sickness or non work related accidents, the Company will maintain the following premiums up to a maximum of 4 (four) months:
  - 1. Drug Plan
  - 2. Dental Plan
  - 3. Life Insurance
  - Vision Care

After 4 (four) months the company may at its own discretion select one of the two options outlined in 19.05 (a) above.

- (c) When a participating employee is absent from work due to a work related accident, the Company will maintain the following premiums as required under the Workers' Compensation Act (Bill 162):
  - 1. Drug Plan
  - 2. Dental Plan
  - 3. Life Insurance
  - 4. Vision Care
- 19.06: (a) Sick Benefit: The Company agrees to provide weekly benefits under the Coats Patons Sick Benefit Fund in the amount of \$45.00 (forty-five) pet day per person. Employees shall become eligible to make a claim

under the plan after completing 6 (six) months continuous service with the Company.

- (b) Upon completion of 2 (two) working days of disability, an employee will receive \$45.00 (forty-five) dollars pet normal working day retroactive to the first day of disability up to the tenth working day when Unemployment Insurance Benefits normally take effect, provided the employee provides the Company with a medical certificate.'
- 19.07: Attendance Bonus: Commencing April 1,1982 each employee, who is not \*late or absent for any reason other than \*\*lack of work or short term lay-off, earned vacation entitlement, statutory holidays, jury duty or bereavement up to the maximum number of days allowed, will receive a perfect attendance bonus based on the following:
  - 1. Upon completion of 3 (three) months \$25.00
  - 2. Upon completion of 6 (six) months \$50.00
  - 3. Upon completion of 9 (nine) months \$50.00
  - 4. Upon completion of 12 (twelve) months \$75.00

"Perfect attendancewill mean all regular starting and stopping times have been adhered to.

\*\*Lack of work or short term lay-off will be understood to mean a period that does not exceed 10 (ten) consecutive working days at any one time.

Should an employee fail to qualify in any quarterly period, as published, he will be allowed tote-qualify for a three month perfect attendance bonus commencing with the following quarter.

When 12 (twelve) months perfect attendance has been attained by an employee he will be eligible to start the perfect attendance program **over** again.

#### 19.08 (a) Drug Plan:

The Company will maintain the premiums for a prescribed Drug Plan for all eligible employees.

Premiums for the plan will be paid for by the Company on behalf of all eligible employees.

An eligible employee is defined as an employee who has completed his probationary period and whose spouse's Drug Plan, if any, is less advanta-

geous,

Temporary employees will not be eligible for coverage.

\*Coverage under the Plan will be based on a deductible charge of \$25.00 (twenty-five) per year for a single employee and \$25.00 (twenty-five) per year for a married employee with or without children, and 90% (ninety) reimbursement to the employee for allowable costs over and above the deductible amounts.

#### (b) Prescription Glasses:

The Company agrees to assume the cost of prescription glasses for employees and their immediate family, being spouse and children, as follows: 1 (one) pair every 24 (twenty-four) months, no deductible to a maximum of \$100.00 (one hundred) dollars.'

#### (c) Dental Plan:

The Company will maintain the premiums for aprescribed Dental Plan for all eligible employees.

Premiums for the plan will be paid for by the Company on behalf of all eligible employees.

An eligible employee is defined as an employeewho has completed his probationary period and whose spouse's Dental Plan, if any, is less advantageous.

Temporary employees will not be eligible for coverage.

'Coverage under the Plan will be based on a deductible charge of \$25.00 (twenty-five) per year for a single employee and \$25.00 (twenty-five) per year for married employee with or without children, and 100% reimbursement to the employee for allowable costs over and above the deductible amounts.

Schedule of fees: Based on the previous year O.D.A.

19.09: The Company will supply one parka jacket per year to Utility Persons and to the two Material Handlers in the Roselawn Ave. Bulk Pack/Receiving Dept., one jacket also to beavailable in the Dyehouse and one in Top Stock.

In addition, Utility Persons will be given rubber boots and

protective clothing for cleaning around Dyehouse kettles.

One parka jacket or vest will be provided to each of the Iron Street truck drivers.

#### ARTICLE 20: DURATION OF AGREEMENT:

20.01: This Agreement shall continue in effect from the lst day of May, 1992 to the 30th day of April, 1994 and shall continue automatically thereafter for periods of two years, unless either party notifies the other, inwriting, within the period of two months preceding the expiration date of this Agreement that it desires to amend or terminate it.

20.02: Negotiations shall begin within 21 (twenty-one) days following notification for amendment as provided in the preceding paragraph.

20.03: If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the 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 their duly authorized representatives this 16th day of July, 1992.

For Coats Patons	For Amalgamated Clothing & Textile Workers Union, Local 836
B. M. Loftus	H. Aitcheson
President	President
S. Morra	D Segovia
Human Resources Manager	Vice President
T. H. Wilson	I. Caravella
V. P. Manufacturing	Chief Steward
S. Tan Personnel Manager Training/Systems	I. Prentice Vice President, Iron Street
	W. Charters Business Agent

# TOP STOCK DEPARTMENT SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 3, 1992.

#### CLASSIFICATION RATE

Beginners & Learners 10.0 I p.h.

Low 2 Months 6 Months 1 Year

Assistant Warehouse

Person 10.01 p.h. 10.10 p.h. 10.17 p.h.

Warehouse Person 10.44 p.h. 10.52 p.h. 10.63 p.h.

#### DRAWING/SPINNING DEPARTMENTS SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 3,1992.

#### CLASSIFICATION RATE

Beginners & Learners 10.01 p.h.

General 10.19 p.h.

Low 2 Months 6 Months 1 Year

Assistant to

Supervisor 10.22 p.h. 10.30 p.h. 10.49 p.h.

Clerical 10.61 p.h. 11.11 p.h. 11.34 p.h. 11.81 p.h.

Drawing/Spinning

Machine Operator 10.49 p.h.

Machine Oiler Cleaner 10.38 p.h. 10.88 p.h. 11.33 p.h. 11.77 p.h.

# TWISTING/REELING DEPARTMENTS SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 3,1992

#### CLASSIFICATION RATE

Beginners & Learners 10.01 p.h.

General

10.19 p.h.

Low

2 Months 6 Months 1 Year

Assistant

to Supervisor

10.22 p.h.

10.30 p.h. 10.49 p.h.

Clerical

10.61 p.h. 11.11 p.h. 11.34 p.h. 11.81 p.h.

Twisting/Reeling

Machine Operator

PIECE WORK

Assistant

Warehouse Person

10.01 p.h.

10.10 p.h. 10.17 p.h.

Warehouse Person

10.44 p.h. 10.52 p.h.

10.63 p.h.

### DYEHOUSE DEPARTMENT SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 3, 1992.

CLASSIFICATION Low 2 Months 6 Months 1 Year

Drug Room Clerk 10.85 p.h. 10.93 p.h. 11.02 p.h.

Dyehouse Operator 10.36 p.h. 10.62 p.h. 10.82 p.h. 10.91 p.h.

## FINISHING DEPARTMENT SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 3,1992

#### CLASSIFICATION RATE

Beginners &Learners 10.01 p.h.

General 10.19 p.h.

Low 2Months 6 Months I Year

Assistant

to Supervisor 10.22 p.h. 10.49 p.h. 10.63 p.h.

Overprinting

Bags & Labels' 10.01 p.h. 10.49 p.h.

Sewings & Crafts

Machine Operator

(Coats) 10.19 p.h. 10.25 p.h. 10.37 p.h. 10.50 p.h.

Spooling Machine

Operator/Fixer

(Coats) 10.38 p.h. 10.88 p.h. 11.33 p.h. 11.77 p.h.

Obsolescent Control 10.01 p.h. 10.55 p.h. 10.63 p.h.

Clerical 10.61 p.h. 11.11 p.h. 11.34 p.h. 11.81 p.h.

SWA Yarn Printing 10.49 p.h./PIECE WORK

Machine Operator

Winding Machine Operator PIECE WORK

Brushing Machine Operator PIECE WORK

Balling/Pullskein

Machine Operator PIECE WORK

Accumulator Operator PIECE WORK

Packer PIECE WORK

Automated Machine

Non-incentive Rate 10.43 p.h.

Accumulator Faulty 10.71 p.h Yarn Rare (Applicable when 4 weekly average

earnings is in excess of \$10.71 p.h.)

"Accumulator" Allowance .10 p.h.

### ROSELAWN BULK PACK/RECEIVING SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 3,1992

CLASSIFICATION	Low	2 Months	6 Months	1 Year
Beginners & Learners	s 10.01 p.h.		10.08 p.h.	10.19 p.h.
Receiving Clerk	10.40 p.h.	10.49 p.h.	10.56 p.h.	10.67 p.h.
Bulk Packer	10.55 p.h.			10.63 p.h.
Elevator Operator	10.25 p.h.		10.37 p.h.	10.50 p.h.
Material Handlers	10.26 p.h.	10.43 p.h.	10.55 p.h.	10.63 p.h.

# INSPECTION DEPARTMENT SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 3, 1992.

### CLASSIFICATION RATE

Beginners &Learners 10.01 per hr.

Low 2 Months 6 Months 1 Year

Inspection Operator 10.26 p.h. 10.43 p.h. 10.55 p.h. 10.63 p.h.

Inspection

Co-ordinator 11.82 p.h. 12.34 p.h. 12.85 p.h. 13.26 p.h.

### SHADE CARD DEPARTMENT SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 3, 1992

CLASSIFICATION Low 2 Months 6 Months

Shade Card Maker 10.01 p.h. 10.11 p.h. 10.19 p.h.

#### IRON STREET DISTRIBUTION CENTRE SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 3,1992.

CLASSIFICATION Low 2 Months 6 Month 1 Year

Trainee 10.01 p.h. 10.08 p.h. 10.19 p.h.

Material Handler 10.26 p.h. 10.43 p.h. 10.55 p.h. 10.63 p.h.

Shipping/Receiving

Co-ordinator' 11.33 p.h. 11.64 p.h. 11.81 p.h

Raymond Operator 10.89 p.h. 11.09 p.h. 11.36 p.h. (licensed)

Truck Driver 10.89 p.h. 11.09 p.h. 11.36 p.h.

Order Filler 10.26 p.h. 10.43 p.h.

Order Processor 10.55 p.h. 10.63 p.h.

Warehouse

Janitor/General 10.26 p.h. 10.43 p.h. 10.63 p.h. 10.81 p.h.

Distribution

Assistant 10.61 p.h. 11.01 p.h. 11.34 p.h. 11.81 p.h.

Holland Van Driver 12.10 p.h. 12.30 p.h. 12.84 p.h.

### MAINTENANCE GENERAL CLASSIFICATIONS SCHEDULE "A" TIME RATED CLASSIFICATIONS

EFFECTIVE MAY 3, 1992.

DEPARTMENT & CLASSIFICATION	RATE	2 Months	6 Months	1 Year	Advanced
Skilled Trades					
Asst. Mechanic #1	11.77 p.h.	11.94 p.h.	12.10 p.h.	12.30 p.h.	
Mechanic #2	12.99 p.h.	13.17 p.h.	13.31 p.h.		13.48 p.h.
Mechanic/Electro Mechanic #3	13.76 p.h.	14.00 p.h.	14.22 p.h.		15.28 p.h.
Mechanic/Electro Mechanic #4'	15.44 p.h.	15.57 p.h.	16.47 p.h.		16.96 p.h.
Electromechanic #5	17.22 p.h.	17.48 p.h.	17.99 p.h.		
Assistant Carpenter	11.64 p.h.	12.15 p.h.	12.31 p.h.		
Carpenter	13.42 p.h. 1	3.52 p.h.	13.60 p.h.	13.76 p.h.	

Group Leader 50 p.h. over category.75 p.h. over category

### General

Helper 10.01 p.h. 10.13 p.h. 10.26 p.h. 10.37 p.h.

Tradespersons Apprentices

10.76 p.h. 10.88 p.h.

Factory Janitor

10.19 p.h. 10.48 p.h.

Labourer

10.01 p.h. 10.15 p.h. 0.09 p.h. 10.30 p.h.

Utility Person

10.76 p.h. 10.88 p.h.

#### TOP STOCK DEPARTMENT SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 2,1993.

#### CLASSIFICATION RATE

Beginners & Learners 10.28 p.h.

Low 2 Months 6 Months 1 Year

Assistant Warehouse

Person 10.28 p.h. 10.37 p.h. 10.44 p.h.

Warehouse Person 10.71 p.h. 10.79 p.h. 10.90 p.h.

# DRAWING/SPINNING DEPARTMENTS SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 2,1993.

#### CLASSIFICATION RATE

Beginners & Learners 10.28 p.h.

General 10.46 p.h.

LOW 2 Months 6 Months 1 Year

Assistant to

Supervisor 10.49 p.h. 10.57 p.h. 10.76 p.h.

Clerical 10.88 p.h. 11.38 p.h. 11.61 p.h. 12.09 p.h.

Drawing/Spinning

Machine Operator 10.76 p.h.

Machine Oiler

Cleaner 10.64 p.h. 11.15 p.h. 11.60 p.h. 12.05 p.h.

#### TWISTING/REELING DEPARTMENTS SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 2,1993.

#### CLASSIFICATION RATE

Beginners&Learners 10.28 p.h.

General 10.46 p.h.

LOW 2 Months 6 Months 1 Year

Assistant to

Supervisor 10.49 p.h. 10.57 p.h. 10.76 p.h.

Clerical 10.88 p.h. 11.38 p.h. 11.61 p.h. 12.09 p.h.

Twisting/Reeling

Machine Operator PIECE WORK

Assistant

Warehouse Person 10.28 p.h. 10.37 p.h. 10.44 p.h.

Warehouse Person 10.71 p.h. 10.79 p.h. 10.90 p.h.

### DYEHOUSE DEPARTMENT SCHEDULE "A". TIME RATED CLASSIFICATIONS EFFECTIVE MAY 2,1993.

CLASSIFICATION Low 2 Months 6 Months I Year

Drug Room Clerk 11.12 p.h. 11.20 p.h. 11.29 p.h.

Dyehouse Operator 10.63 p.h. 10.89 p.h. 11.09 p.h. 11.18 p.h.

# FINISHING DEPARTMENT SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 2,1993

#### CLASSIFICATION RATE

Beginners &Learners 10.28 p.h.

General 10.46 p.h.

Low 2 Months 6 Months I Year

Assistant to

Supervisor 10.49 p.h. 10.76 p.h. 10.90 p.h.

Overprinting

Bags & Labels 10.28 p.h. 10.76 p.h.

Sewings & Crafts

Machine Operator

(Coats) 10.46 p.h. 10.52 p.h. 10.64 p.h. 10.77 p.h.

Spooling Machine

Operator/Fixer

(Coats) 10.65 p.h. 11.15 p.h. 11.60 p.h. 12.05 p.h.

Obsolescent Control 10.28 p.h. 10.82 p.h. 10.90 p.h.

Clerical 10.88 p.h. 11.38 p.h. 11.61 p.h. 12.09 p.h.

SWA Yarn Printing 10.76 p.h./PIECE WORK

Machine Operator

Winding Machine Operator PIECE WORK

Brushing Machine Operator PIECE WORK

Balling/Pullskein

Machine Operator PIECE WORK

Accumulator Operator PIECE WORK

Packet PIECE WORK

Automated Machine

Non-incentive Rate 10.70 p.h.

Accumulator Fault)

Yarn Rare (Applicable when 4 weekly average earnings is in excess

of \$10.98 p.h.)"

Accumulator" Allowance .10 p.h.

10.98 p.h.

#### ROSELAWN BULK PACK/RECEIVING SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 2, 1993.

CLASSIFICATION Low 2 Months 6 Months 1 Year

Beginners & Learners 10.28 p.h. 10.35 p.h. 10.46 p.h.

Receiving Clerk 10.67 p.h. 10.76 p.h. 10.83 p.h. 10.94 p.h.

Bulk Packer 10.82 p.h. 10.90 p.h.

Elevator Operator 10.52 p.h. 10.64 p.h. 10.77 p.h.

Material Handlers 10.53 p.h. 10.70 p.h. 10.82 p.h. 10.90 p.h.

# INSPECTION DEPARTMENT SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 2,1993.

### CLASSIFICATION RATE

Beginners & Learners 10.28 per hr.

Low 2 Months 6 Months 1 Year

Inspection Operator 10.53 p.h. 10.70 p.h. 10.82 p.h. 10.90 p.h.

Inspection

Co-ordinator 12.10 p.h. 12.64 p.h. 13.16 p.h. 13.58 p.h.

# SHADE CARD DEPARTMENT SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 2,1993.

CLASSIFICATION Low 2 Months 6 Months

Shade Card Maker 10.28 p.h. 10.38 p.h. 10.46 p.h.

#### IRON STREET DISTRIBUTION CENTRE SCHEDULE "'A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 2, 1993.

CLASSIFICATION Low 2 Months 6 Months 1 Year

Trainee 10.28 p.h. 10.35 p.h. 10.46 p.h.

Material Handler 10.53 p.h. 10.70 p.h. 10.82 p.h. 10.90 p.h.

Shipping/Receiving

Co-ordinator 11.60 p.h. 11.92 p.h. 12.09

Raymond Operator 11.16 p.h. 11.36 p.h. 11.63 p.h. (licensed)

Truck Driver 11.16 p.h. 11.36 p.h. 11.63 p.h.

Order Filler 10,53 p.h. 10,70 p.h.

Order Processor 10.82 p.h. 10.90 p.h.

Warehouse

Janitor/General 10.53 p.h. 10.70 p.h. 10.90 p.h. 11.08 p.h.

Distribution

Assistant 10.88 p.h. 11.28 p.h. 11.61 p.h. 12.09 p.h.

Holland Van Driver 12.39 p.h. 12.59 p.h. 13.15 p.h.

# MAINTENANCE GENERAL CLASSIFICATIONS SCHEDULE "A" TIME RATED CLASSIFICATIONS EFFECTIVE MAY 2,1993.

DEPARTMENT & CLASSIFICATION		2 Months	6 Months	1 Year	Advanced
Skilled Trades					
Asst. Mechanic #1	12.05 p.h.	12.23 p.h.	12.39 p.h.	12.59 p.h.	
Mechanic #2	13.30 p.h.	13.49 p.h.	13.63 p.h.		13.80 p.h.
Mechanic/Electro Mechanic #3	14.09 p.h	. 14.34 p.h.	14.56 p.h.		15.65 p.h.
Mechanic/Electro Mechanic #4	15.81 p.h.	15.94 p.h.	16.86 p.h.		17.37 p.h.
Electromechanic#5	17.63 p.h.	17.90 p.h.	18.42 p.h.		
Assistant Carpenter	11.92 p.h.	12.44 p.h.	12.60 p.h.		
Carpenter	13.74 p.h.	13.84 p.h.	13.93 p.h.	14.09 p.h	
GroupLeader	.50 p.h. ov	er category	.75p.h. ove	r category	

### General

Helper 10.28 p.h. 10.40 p.h. 10.53 p.h. 10.64 p.h.

Tradespersons

Apprentices 11.03 p.h. 11.15 p.h.

Factory Janitor 10.46 p.h. 10.75 p.h.

Labourer 10.28 p.h. 10.42 p.h. 10.36 p.h. 10.57 p.h.

Utility Person 11.03 p.h. 11.15 p.h.