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**COLLECTIVE AGREEMENT**

**BETWEEN**

**BAY MILLS LIMITED, MIDLAND DIVISION**

**AND**

**AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION  
AFL-CIO-CLC  
LOCAL 1033**

**EFFECTIVE DATES**

**JANUARY 1, 1995**

**TO**

**DECEMBER 31 ST, 1997**

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## **COLLECTIVE AGREEMENT**

entered into as of January 1, 1995

by and between

**BAY MILLS LIMITED, MIDLAND DIVISION**  
(hereinafter called "the Company")

AND

**AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION**  
**AFL-CIO, CLC Local 1033**  
(hereinafter called "the Union")

### **ARTICLE 1 - GENERAL PURPOSE**

- 1.01** The general purpose of this Agreement is to maintain the harmonious relationship between the Company and its employees, **and** to provide an amicable method of settling differences or grievances which may arise from time to time, and to establish **and** maintain mutually satisfactory working conditions, hours of work and wages for the employees hereby covered.

### **ARTICLE 2 - RECOGNITION AND COVERAGE**

- 2.01** The Company **recognizes** the Union as the sole and exclusive collective bargaining agency with respect to all matters properly arising out of this Agreement for all of the Company's

employees employed at its mill in Midland, Ontario, save and except foremen, persons above the rank of foreman, office staff, persons regularly employed for not more than **twenty-four (24)** hours per week, and students temporarily employed during the summer school vacation period only.

- 2.02** The word “employee” or “employees” whenever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above except where the context otherwise provides.
- 2.03** Where a masculine noun or pronoun is used herein it shall mean and include the feminine noun or pronoun where the context so applies.

### **ARTICLE 3 - MANAGEMENT FUNCTIONS**

- 3.01** The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and **efficiency**;
  - (b) hire, discharge, retire at age **65**, direct, classify, transfer, promote, demote, suspend, and otherwise discipline employees, provided that a claim that an employee has been discharged or discipline without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure;
  - (c) generally manage the industrial enterprise in which the Company is engaged, in its sole and absolute discretion and, without restricting the generality of the

foregoing, to determine the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing, the engineering and designing of its products, the control of materials and parts to be incorporated in the products produced, and 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 ;

- (d) establish plant rules not inconsistent with the provisions of the Agreement to govern the conduct of the employees.

**3.02** The Company agrees that those functions shall not be exercised in a manner inconsistent with this Agreement.

#### **ARTICLE 4 - NO DISCRIMINATION OR INTIMIDATION**

**4.01** It is **agreed** that there will be no discrimination, intimidation or coercion by **the** Company, the Union or their respective representatives or employees against any employee because of his activity or lack of activity, membership or non-membership in any labour or political **organization**, or because of race, colour or religion.

**4.02** The Union **agrees** that there shall be no solicitation for members, collection of dues, or other union activity on the premises of the **Company** except **as** permitted by this Agreement. It is understood that no union meetings or meetings with respect to the Union or its activities shall be

held on the premises of the Company at any time without the prior written approval of the Company.

## **ARTICLE 5 - UNION REPRESENTATION**

- 5.01** In order to provide an orderly procedure for the servicing **of** grievances and disputes hereunder, the Union will select or appoint stewards whose duties shall be to assist employees in presenting their grievances to the designated representatives of the Company in accordance with the grievance procedure.
- 5.02** Employees shall not be eligible to serve as stewards or Union executive unless they have been in the Company's continuous employ for at least twelve **(12)** months.
- 5.03** The Union shall notify the Company in writing of the names of the stewards and the areas or departments, or groups of departments, each represents before the Company shall be required to **recognize** them.
- 5.04** The Union may select or appoint not more than thirteen **(13)** stewards. There shall not be more than one **(1)** steward on each shift for each of the following departments:
- (a) Preparation Department
  - (b) Weaving and Roving Departments
  - (c) Finishing, Cutting **&** Inspection Departments
  - (d) One **(1)** steward for all shifts in Shipping, Maintenance and all other remaining departments.



- 5.05** It is understood that stewards have their regular work to perform on behalf of the Company and that if it is necessary to service a grievance during working hours they will not leave their work without obtaining permission from the foreman. Such permission shall not be unreasonably withheld. When resuming their regular work they will report back to the foreman.
- 5.06** In order that loss of time and production may be kept to a minimum, it is understood that as little time as possible will be spent by the stewards in servicing grievances during working hours. If in the opinion of the Company more than a reasonable amount of time has been taken by a shop steward the Company may decline to approve payment to such shop steward for such excessive time.
- 5.07** The Union shall appoint a Grievance Committee which shall consist of the Executive Committee presently holding office and provided that such Committee is, until the next election, the same Committee (including any individual permanent replacement(s)) which negotiated the Collective Agreement, and the steward of the department or area in which the grievance originated. Not more than four **(4)** members shall negotiate any single grievance with management.
- 5.08** The Company will compensate stewards and members of the grievance committee for time spent during working hours in investigating and settling grievances at their regular rate of **pay**.
- 5.09** Upon request to the Plant Manager a permanent representative of the Union may be permitted to enter the plant for the purpose of investigating or assisting in the settlement of a grievance provided such representative is

accompanied through the plant by a representative of management, and with the understanding that such visit will not interfere with the operation of the plant.

- 5.10** The Union will appoint a bargaining committee of not more than four **(4)** members for the purpose of negotiating amendments to the Collective Agreement. It is understood that the bargaining committee members shall have a minimum of twelve **(12)** months of continuous employment with the Company.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.01** It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is specifically understood that an employee has no grievance until he has first given his foreman an opportunity to adjust his complaint. If an employee wishes to discuss any interpretation or application of any provisions of this Agreement with the Company, he shall first take the matter up with his immediate foreman. He may be accompanied by his steward if he so desires.
- 6.02** If such complaint is not settled to the satisfaction of the employee concerned within three **(3)** working days, then the following steps of the grievance procedure may be invoked in order, provided that the alleged circumstances of the complaint originated or occurred not more than seven **(7)** working days prior to its presentation to the foreman, the exception being a grievance regarding wages which shall have a time limit of one **(1)** full pay **period** after receipt of pay.
- 6.03** Step No. 1

The grievance shall be reduced to writing on forms supplied by ~~the~~ Union, and shall be presented to the foreman, **within** three (3) working days after the foreman's final verbal reply, by the employee, accompanied by his steward. After such discussion as is necessary the foreman shall, within three (3) working days, state his decision to the employee and the steward in writing.

#### **6.04 Step No. 2**

Failing satisfactory settlement of the grievance at Step No. 1, the grievance shall become a matter of discussion if submitted to the Superintendent within three (3) working days of receipt of the reply at Step No. 1. This discussion will be between the grievance committee and the Superintendent and/or other representatives of the Company. A written answer shall be given by the Superintendent within three (3) working days after the meeting noted herein.

#### **6.05 Step No. 3**

Failing a satisfactory settlement at Step No. 2, the grievance committee may, within five (5) working days after receipt of the answer as required in Step No. 2, submit the written record of the grievance to the Plant Manager and request a meeting to discuss the matter. This meeting will be between the grievor, grievance committee, the permanent representative of the Union, when requested by either party, and a management group of the Company. The Plant Manager shall notify the grievance committee as to the time and place of the meeting to be held; such meeting to be held not later than five (5) working days after the request for same has been received by him.

- 6.06** In the event that the grievance is not settled at the conclusion of this meeting, the written answer thereto shall be submitted within three (3) working days to the union committee after such meeting.
- 6.07** The time allowance provided in the above sections shall not include Saturday and Sunday and may be extended by mutual agreement. If the time allowance, or any agreed upon extension, is not observed by the Union the grievance shall be considered as dropped. If the time allowance, or any agreed upon extension, is not observed by the Company, the grievance shall be considered to have advanced to the next stage.
- 6.08** The Company or the Union may lodge a grievance with the other party with respect to the application, interpretation or violation of this Agreement. Such grievance may be dealt with through the grievance procedure established by this Article beginning at Step No. 3.

## **ARTICLE 7 - DISCHARGE**

- 7.01** A claim by an employee that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Company by the employee or the Union within five (5) working days after the employee ceases to work for the Company, and shall be dealt with in accordance with the grievance procedure at Step. No. 3.
- 7.02** Such special grievance may be settled by confirming the management's action in dismissing the employee, by reinstating the employee with full compensation for time lost, or by any other arrangement which may be deemed by the

parties, or an arbitration board, to be just and equitable

- 7.03** A discharged employee will be permitted to interview his steward at a place designated by management for a reasonable period of time before leaving the premises of the Company if he so requests.

## **ARTICLE 8 - ARBITRATION**

- 8.01** Failing settlement by the grievance procedure of any difference concerning the interpretation, application or alleged violation of this Agreement, the grievance may be taken to arbitration, provided that if no written request is received within ten **(10)** working days after the final decision is given under the grievance procedure it shall be deemed to have been finally, completely and satisfactorily settled.
- 8.02** When either party requests arbitration as herein above provided, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, nominate an arbitrator. Within ten **(10)** days thereafter the other party shall nominate an arbitrator. The two arbitrators shall attempt to select by Agreement a third person who shall act as impartial chairman of the arbitration board. If they are unable to agree on a chairman within five **(5)** days of the appointment of the second of them, then the Minister of Labour for the Province of Ontario shall be asked to name a chairman of the arbitration board.
- 8.03** No grievance may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

- 8.04** An arbitration board shall **not make** any decision inconsistent with the provision of this Agreement, nor alter, modify **or** amend any part of this Agreement.
- 8.05** The proceedings of the Arbitration Board shall be expedited by the parties hereto, and the decision of the majority of such board shall be final and binding upon the parties hereto.
- 8.06** Each of the parties hereto shall bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses of the chairman of the arbitration board.
- 8.07** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.08** Before either party requests arbitration under Section **46** of the *Ontario Labour Relations Act* it will give the other party twenty-one (**21**) days' notice prior to making the application and the parties will endeavour to agree on a date for hearing within forty-two (**42**) days of such communication of intent to arbitrate under Section **46**.

#### **ARTICLE 9 - NO STRIKES OR LOCK-OUTS**

- 9.01** In view of the orderly procedure for settling grievances, the Company agrees that there will be no lock-out of the employees, and the Union agrees that there will be no strikes, slow-down, sit-down or any stoppage of work or other collective action, either partial or complete, either by individual or collective action.

#### **ARTICLE 10 - SENIORITY**

**10.01** Seniority will be **recognized** on a departmental basis, and **will** be based on the length of an employee's continuous service with the Company since his first entry into the group of employees which is currently covered by the Collective Agreement.

**10.02** New employees will be considered to be probationary employees for three **(3)** calendar months, and during this probationary period such employee will be entitled to no seniority and may be dismissed or laid off at the discretion of the Company. At the end of the probationary period the employee's name will be entered on the seniority list of his department as of the date of last hiring. In the case of a newly hired loom fixer or employee in the Maintenance Department at Grade H or above, the probationary period for an employee who is not fully qualified will be extended to six **(6)** months with respect to the person's performance.

If a probationary employee is laid off prior to the completion of probation and subsequently works again, he will be deemed to have completed his probationary period if he has completed a total of three **(3)** months work in a period of six **(6)** consecutive months provided that segments of less than one **(1)** month worked shall not be counted if they are separated by more than one **(1)** week not worked. The seniority date for such person shall be the first date of hire within the six consecutive months.

**10.03** Seniority lists will be established for each department. The present departments are as follows:

Preparation	Cutting	Mixing
Weaving	Inspection	Shipping
Weft Insertion	Finishing	Maintenance
Roving		Supply Room

**10.04** The Company will maintain a seniority list for each department, and a copy of the original list and revisions thereto will be supplied to the Union every six (6) months. The revised lists will be posted on the bulletin boards.

**10.05** An employee shall lose all seniority and employment if he:

- (a) voluntarily quits the employ of the Company;
- (b) is justifiably discharged;
- (c) is absent without permission for three (3) days or more without having a satisfactory reason;
- (d) upon being given actual notice by personal communication or being notified by registered mail to the employee's last known address to return to work from a layoff of indeterminate duration fails to return to work and/or fails to give notice within four (4) days of the mailing date of the notice of his intention so to return;
- (e) following a layoff of a determinate period, fails to report for work on the date and at the time specified at the time of layoff;



- (f) for any reason has not worked for the Company for a period of twelve (12) months or more with the exception of employees who are absent due to an occupational accident. It is agreed that exceptions may be made to this sub-clause in cases of absence due to sickness or accident in which case no termination action will be taken by the Company until the employee's condition and prospects of return to work have been reviewed by the Company and the Union Committee;
- (g) an employee who has lost seniority under Article 10.05 shall be deemed to be terminated except where the circumstances under parts (c), (d), or (e) are beyond the employee's reasonable control.

**10.06** It shall be the duty of the employee to notify the Company promptly of any change in his address or telephone number. If an employee fails to do so the Company shall not be responsible for failure of notice to reach him.

**10.07** The President, Vice President, Recording Secretary and Financial Secretary shall be subject to the layoff procedure except they may hold on to the lowest job in their department without regard to seniority as long as he or she possesses (without training) the required skills and competence to perform the job until no work is available on that job.

**10.08** An employee who has been transferred from a position within the bargaining unit to a position outside the bargaining unit shall for a period of six (6) months retain his seniority, and in the event that during that six (6) month period he is transferred back to his position within the bargaining unit then he shall be credited with the seniority he held at the date of

his transfer out of the bargaining unit, but he shall not be credited for the period of his employment in the position outside the bargaining unit. It is agreed that in transferring such a person back into the bargaining unit he shall displace the employee then currently holding his former position. Employees promoted or transferred as a result of the original transfer out of the bargaining unit shall return to their original positions if the transferred employee returns to the bargaining unit.

- 10.09** The Company shall not be obliged to follow the seniority rules when laying off an employee for one **(1)** working day or less, after which layoffs shall be in line with the layoff procedure.
- 10.10** In the event of an employee being absent due to sickness or other legitimate reason for more than three **(3)** working days, he must, before reporting for work, inform his foreman of his ability to return to work. The foreman must be advised at least one **(1)** shift in advance so that any necessary arrangements may be made. Penalty for failure to notify the foreman shall in no case be more than one **(1)** day of layoff.

## **ARTICLE 11 - JOB PROGRESSION**

- 11.01** It is the purpose of this article to establish a formal promotion program for employees from jobs with lesser skills to jobs requiring higher skills in a logical and progressive manner.
- 11.02** Departmental job progression charts will be negotiated and amended as required, and shall form part of this Agreement. Progression will be in accordance with each charts.

**11.03 (a)** A permanent vacancy is a vacancy of more than three (3) months (unless extended by mutual Agreement of the parties) and does not include a vacancy arising from illness or leave of absence. All permanent vacancies in classifications shall be posted on the bulletin board for seven (7) working days and any employee who has worked twelve (12) consecutive months (six consecutive months in the **case of** a job in Group I or lower) in his present job may make application by signing his name on the notice made within the said period of seven (7) working days. The Company may waive the twelve (12) consecutive months (six consecutive months in the case of a job in Group I or lower) requirement provided the Company waives the requirement for all applicants for that posting.

**(b)** When none of the applicants satisfy the minimum service requirements (twelve months or six months respectively), if the opening is in Group I or below, the senior applicant who has seniority and who is in **Creeler**, Tube Cutter, or Utility shall get the job.

**11.04** The selection of applicants shall be by seniority from among applicants who have the basic physical, reading, writing and mathematical abilities for the job. Selection shall be in the following sequence:

**(a)** From applicants in the same department in which the vacancy exists who are in a classification on the job level immediately below that of the vacancy; failing that

- (b) From applicants in the same department in which the vacancy exists who are in lower rated classifications such to be done progressively downward.

An employee selected as in (a) or (b) shall be paid twenty cents (**\$.20**) more than his previously attained rate for the first two (2) months on the new job and shall progress thereafter by **twenty cents (\$.20)** per hour every two (2) months to the maximum job rate.

Failing that

- (c) From applicants in the same department in which the vacancy exists who are in the same or in a higher rated classification. An employee selected according to (c) shall be paid the rate for the posted job.

Failing that

- (d) The selection of applicants from other departments will be by seniority.

In the event that the vacancy is filled under this sub-clause, then the applicant who is selected shall be precluded from applying for any new vacancy for a period of twelve (12) calendar months.

The Company will furnish the Union with a letter in which it agrees, upon request from an unsuccessful applicant for a vacancy, to furnish an explanation as to why that person's application was unsuccessful.

An employee selected according to (d) shall be paid twenty cents (**\$.20**) more than the lowest job in the

department in which the vacancy occurred or at the rate which is two wage groups below the posted job, whichever is the greater, and shall progress thereafter by twenty cents (**\$ .20**) per hour every two (**2**) months to the rate for the posted job.

- (e) The Company shall hire from outside sources or transfer employees from other departments.
- (f) The Company may start an employee who is new in the position at a greater rate than as provided in (a) and (b) or (d) above and/or may advance the employee more quickly than required.
- (g) The selection of applicants for jobs in Group J and above shall be based on skill, experience, reliability and discipline record for suspension within the last two years. Where those factors are relatively equal, seniority shall govern. Evaluation of the candidates' qualifications shall be in the opinion of the Joint Candidate Selection Committee for the department. Such selection Committee shall be comprised of two bargaining unit and two management members.

**11.05** Only the original vacancy shall be posted and subsequent vacancies created by this opening shall be filled by the Company without further posting.

**11.06** For the purpose of this article, to be retained on the job an employee must be able after the usual trial period (not in excess of six (**6**) months for a Loom Fixer or Maintenance Man who is not fully qualified and ninety (**90**) working days for other classifications) to do the work required without lowering the standard quality and quantity requirements of the job. If it

is established that the employee is not making satisfactory progress during the trial period the employee shall be demoted to his former job with full seniority (notwithstanding Article 13.01) and shall not be permitted to apply for the same job for a period of six (6) months. The Company shall then refer to the remaining applicants on the original posting before selecting or hiring a person to fill the vacancy.

- 11.07** The Company may hire a new employee into the classification of loom fixer, loom fitter, loom technician, warp hanger, smash fixer, weaver, maintenance man or enterer without advertising the vacancy, provided that the Company either within the three (3) month period prior thereto has transferred an existing employee to that classification as a learner or if it has not, then immediately upon the hiring of the employee it shall advertise an additional vacancy, select an applicant in accordance with clause **11.04** and advise the Union of the name of the applicant selected. The applicant so selected shall be transferred within a period of three (3) months. By mutual Agreement between the Company and the Union exceptions may be made to this clause.

## **ARTICLE 12 - LAYOFFS AND RECALLS**

- 12.01** When it is necessary to reduce the working force in a department, the employees affected will be given three (3) working days' notice whenever possible.
- 12.02** In a reduction in the working force in a department, the procedure outlined below will be followed:
- (a) layoff of probationary employees as required;

- (b) in a layoff which will last less than one (1) week then the most senior employee affected shall displace the most junior employee provided he possess the necessary skill, competence and efficiency to perform the work required;
- (c) in a layoff which is expected to last more than one (1) week;
  - (i) The employee with the least seniority in the classification affected shall displace the employee with the least seniority in the next classification down or in the nearest lower classification which he has satisfactorily performed for a period of two (2) continuous months. The employee then displaced shall, in turn, have the right to displace the employee with the least seniority in the next or nearest lower classification which he has satisfactorily performed for a period of two (2) continuous months. In the event that more than one employee is displaced at the same time the one with the most seniority shall be entitled to exercise his right to move to the next or nearest lower classification first.
  - (ii) Where an employee with seniority is in a layoff position he may displace a probationary employee in a department other than his own, provided he possesses the necessary skill, competence and efficiency to perform the work required and

has preformed the work required for at least three (3) months.

- (iii) An employee with seniority who would otherwise be laid off shall be entitled to displace a junior employee in another department from a job which the senior employee has successfully performed for at least six (6) continuous months, provided he possesses the necessary skill, competence and efficiency to perform the work required to the current standards and provided that where the senior employee is thus qualified to bump more than one employee in a classification, he shall bump only into the job currently held by the most junior employee in that classification; or failing that shall be entitled to a five (5) day trail period to prove that he can perform one of the following jobs with the necessary skill, competence and efficiency; **Creeler**, Utility, Tube Cutter.
- (iv) In the event that the job of the employee with seniority subsequently becomes available that employee shall return to his former position and the Company will then have the option of recalling the probationary employee without job posting.
- (v) An employee who is redundant or has been bumped may bump a junior employee in a higher rated position if he has successfully performed that job for at



least six (6) continuous months, provided he possesses the necessary skill, competence and efficiency to perform the work required to the current standards.

- (d) No employee shall have the right under 12.02(b) or (c) to displace an employee with greater seniority.
- (e) No employee who takes a new job as a result of layoff shall be paid the rate for the job.

**12.03** Employees who refuse to displace as above shall be laid off.

**12.04** Employees shall be recalled in order of seniority for jobs in their departments which they have previously satisfactorily performed for a period of two (2) consecutive calendar months provided that such recall right shall not entitle the employee to a position higher rated than the original position the employee held prior to the commencement of the layoffs.

**12.05** R e f u s a l

(a) Own Department

An employee recalled under Article 12.04 shall lose all seniority and shall be terminated if he does not return to work.

(b) Other Department - Job Previously Performed

if an employee is recalled to a job which he has previously satisfactorily performed for at least six (6) consecutive months in a department other than his own he shall lose all seniority and

shall be terminated if he does not return to work.

(c) Other Department - Job Not Previously Performed

If an employee is recalled to any job which he has not previously satisfactorily performed for six (6) consecutive months in a department other than his own he may refuse recall without loss of seniority and remain on recall.

**12.06** An employee who has bumped into or accepted recall to a department other than his own shall retain seniority in his own department for twelve (12) months.

**12.07** No new employee will be hired to fill a permanent vacancy while there are employees with seniority on layoff who have the basic physical, reading, writing and mathematical abilities for the job and who are willing to perform it and who agree to remain in that job for at least twelve (12) continuous months (which service requirements may be waived by the Company). It is **recognized** and agreed that there are some jobs such as Technician, Machinist, etc. which do require greater abilities than those outlined above and it may be necessary to hire a new employee when employees on layoff do not possess the necessary abilities required to perform the job without training.

**12.08** No sub-contract cleaning employee will be brought into a department while there are employees in the department laid off from work who can perform the cleaning within the time required.

## **ARTICLE 13 - TRANSFERS**

- 13.01** Employees who are permanently transferred through Job Posting from one department to another department shall hold and accumulate seniority in their former department for a period of three **(3)** calendar months after which their total seniority shall be transferred to the new department.
- 13.02** In the event of an employee sustaining injury at work or becoming affected by an occupational disease during the course of his employment and becoming physically handicapped as a result thereof, every effort will be made by the Company to give such employee suitable employment as is available at the rate for such job. In such circumstances it is agreed that this type of placement will be made regardless of the seniority rights of others.
- 13.03** If an employee is transferred temporarily from his regular job to another job for the convenience of the Company and while work is still available on his regular job, he shall receive the rate of his regular job or the rate of the job to which he is transferred whichever is the higher.
- 13.04** **Temporary** transfers will be held through the job posting procedures if the temporary vacancy is either for a definite or indefinite period which is known to be three months or more in duration except where there are other employees with six **(6)** continuous months experience with the skills required. After three **(3)** months an employee so transferred may elect to return to his own job.

**ARTICLE 14 - LEAVE OF ABSENCE**

- 14.01** An employee desiring a leave of absence without **pay** from the Company shall apply in writing to the Plant manager giving due proof of necessity. The Company will consider such request and, if approval is granted or not, the employee will be notified in writing within two **(2)** weeks of the request if the employee has requested leave at least one **(1)** month in advance and before making any travel or accommodation commitment, Such leave of absence shall not exceed three **(3)** months but the Company may consider further extension if a new application in writing is made by the employee before the termination of the original leave of absence.
- 14.02** The Company will grant, upon two **(2)** weeks' notice, to not more than two **(2)** employees at any one time, at the written request of the Union, temporary leave of absence without pay to delegates of the Union for attendance at Union conventions. Such leave of absence shall not exceed a total of thirty **(30)** employee working days in any one **(1)** calendar year provided this does not unreasonably interfere with operations.
- 14.03** Continuity of service and seniority shall accumulate to employees while they are on approved leave of absence, provided the employee reports on or before the termination of such leave of absence.
- 14.04** Employees will be responsible for the total premiums of any welfare, pension or other benefits during their period of leave of absence.
- 14.05** An employee who overstays a leave of absence or uses his leave of absence for any other purpose than the purpose for

which it is granted shall be considered to have resigned

**14.06** An employee who becomes pregnant must present a doctor's certificate stating the probable date of delivery, and shall request that she be granted a leave of absence without pay for a total of twenty (20) weeks. Additional leave up to a maximum of three (3) months may be granted at the discretion of the Company upon presentation of a doctor's certificate showing the necessity therefor. An employee on such leave of absence upon advising the Company of her availability shall be reinstated in the job previously held if it still exists and if she has the necessary seniority, or in the first job vacancy for which she is qualified.

**14.07** An employee who is off work due to an injury or illness confirmed in writing by the **WCB** or medical doctor prior to the scheduled vacation shutdown and whose enjoyment of vacation is thereby substantially impaired may request alternate vacation time equal to part or all of the vacation. Such request will not unreasonably be denied. This clause shall not be used to shift vacation time and the Company may cancel this clause at the end of the term of the Agreement if there has been abuse.

## **ARTICLE BULLETIN \_\_\_\_\_ BOARDS**

**15.01** The Company agrees to extend to the Union the privilege of using the bulletin boards located in the plant, provided that the use of said bulletin boards shall be restricted to the posting thereon only of such notices as have been signed by the President or other **authorized** signing officers of the **Union** and have received prior approval in writing on the face of the notice of the Company through the Plant Manager.

**15.02** Only the following types of notices may be posted:

- (a) Notices of union elections, results of elections and union appointments.
- (b) Notices of union meetings or of any other similar business of the Union.
- (c) Notices of union recreational and social affairs.

## **ARTICLE 16 - SAFETY AND HEALTH**

**16.01** The Company will make reasonable provisions for the safety and health of its employees during working hours.

**16.02** The Union agrees that it will co-operate in the enforcement of all safety rules and regulations of the Company.

**16.03** The Company may, at any time, if doubtful of an employee's fitness to perform his job, request medical certification at the Company's expense. The Company may require a medical certificate from a medical specialist (e.g. - orthopaedic surgeon, allergist, etc.) designated by the Company.

**16.04** A joint health and safety committee shall be constituted consisting of an equal number of representatives of management and of the Union which shall identify potential dangers, recommend means of improving health and safety of employees, including health and safety programmes, and obtain information from the employer respecting the identification of hazards and health and safety experience. The committee shall meet at least once every three **(3)** months or more frequently as required. Time spent in such

meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the employer and the Union.

The Committee will be co-chaired.

## **ARTICLE 17-RELATIONSHIP**

- 17.01** The Company agrees that all employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union. New employees shall become and remain members of the Union after one (1) calendar week of employment.
- 17.02** The Company agrees that it will deduct from the earnings of employees who have completed their first week of employment the weekly dues upon receipt of written **authorization** of the employee concerned, and will remit the monies so deducted for the next eleven (11) weeks to the Local Union, and thereafter to the Ontario Joint Council Office. Dues will be deducted weekly and remitted monthly.
- 17.03** A receipt from the Union shall be considered a discharge to the Company for the amount so deducted.
- 17.04** The Company at the time of making such remittance to the Ontario Joint Council Office will specify the employees from whose pay such deductions were made.
- 17.05** The Local shall communicate the sum fixed as union dues to the Company in writing, signed by the President and the Secretary, and such communication shall **authorize** the Company to deduct such sums in accordance with Section

17 02, and all **authorizations** signed prior to this contract are cancelled.

## **ARTICLE 18 - HOURS OF WORK**

- 18.01** The Company does not guarantee to provide work for any employee for regularly assigned hours or for any other hours per day or per week or days of work per week.
- 18.02** The normal hours of work for employees shall be eight **(8)** hours per day per shift for a total of forty **(40)** hours per week normally worked Monday to Friday at base rates. Regular work weeks of more than eight **(8)** hours per day or other than Monday through Friday may be adopted upon agreement of the parties. **Shift** work may be started at **11:00** p.m. on Sunday.
- 18.03** The Company will post shift schedules for all employees required to change from their regular shifts showing starting times no later than the end of the Thursday evening shift of each week.
- 18.04** (a) Employees shall be allowed one **(1)** ten **(10)** minute rest period in each shift.
- (b) Employees shall be allowed a half hour or more unpaid lunch period except employees on a rotating three **shift** basis are to be granted a twenty **(20)** minute paid lunch period scheduled so that there is no interruption with production.
- 18.05** Employees who have left the Company's premises and who are called back to work outside of their regular scheduled shift



shall be paid not less than four (4) hours' pay at their regular straight time hourly rate.

- 18.06** Employees who report for work at the regular starting time of their shift, when they have not been notified previously not to do so, and for whom work is not available, shall be provided with four (4) hours of work or four (4) hours' pay in lieu thereof at their regular hourly rate of pay. If work is not available as a result of causes beyond the reasonable control of the Company, including machinery/or power failure or Acts of God, the reporting allowances shall be only two (2) hours.
- 18.07** A shift premium of forty cents (\$0.40) per hour will be paid while working on the third shift.
- 18.08** The Company may schedule production in any department(s) for twelve (12) hour shifts Monday through Sunday according to the following:
- (a) Shifts will be twelve (12) hours duration, made up of four (4) crews for the week on a rotating basis, Monday through Sunday.
  - (b) Hours worked Monday **through Sunday** inclusive, will be at the regular straight time hourly rate. Sunday will be **recognized** from Saturday 7:00 p.m. through Sunday 7:00 p.m.
  - (c) Straight time hours worked to the thirty-six (36) hours per week will be pro-rata the employee's regular hourly rate to a maximum forty (40) hours per week. Pro-rata applied to the thirty-six (36) hours worked only.

- (d) Hours worked in excess of thirty-six (**36**) hours per week will be paid at time and one-half the employee's regular hourly rate.
- (e) Hours worked on Sunday shifts will be paid at two times the employee's regular hourly rate.
- (f) Shift premiums do not apply to the first shift (days). A shift premium of forty-three cents (**\$0.43**) per hour will be paid to the second shift.
- (g) Employees will be granted a twenty (**20**) minute paid break after the third, sixth, and ninth hour of work, scheduled so that there is no interruption with production.
- (h) Employees agree to work as scheduled. (including Sunday) unless the individual employee makes arrangements for another employee to work in his place without additional cost to the Company.
- (i) Payment for statutory holidays listed in Article **22** shall depend on whether the employee would, according to the normal schedule, have been scheduled to work on the holiday.
  - (i) An employee who would otherwise have worked on the holiday shall be paid for the number of hours he would otherwise have worked at his regular straight time hourly rate.
  - (ii) An employee would not otherwise have worked on the holiday shall be paid for eight (**8**) hours at the regular straight time hourly rate.

## **ARTICLE ~~19~~ OVERTIME**

- 19.01 (a)** Employees will be paid at the rate of **time-and-one-half** the employee's straight time hourly rate, or if he is working in a classification other than his own, at the job rate for that other classification, whichever is higher for all work performed in excess of their scheduled work day or for the first eight (**8**) hours on a shift other than his scheduled shift where the shift schedule has been changed, except where the work on the new shift is in lieu of layoff or due to circumstances beyond the Company's control or at the employee's request. This shall not apply to employees who have worked a regular week-end shift and are called in to work during the week.
- (b)** An employee who is regularly scheduled to work on a Saturday and Sunday shall not be paid overtime under Article **19.01 (a)** for shifts worked Monday through Friday except for those hours worked in any one day which exceed the normal straight time hours for the shift on which the employee worked.
- 19.02** All work performed on Saturday will be paid for at the rate of time-and-one-half the employee's straight time hourly rate and all work performed on Sunday will be paid for at the rate of twice the employee's straight time hourly rate. The provisions of this clause shall not apply to work performed on a Saturday or Sunday as part of a regular shift.
- 19.03** Employees are expected to co-operate and perform overtime work when requested to do so by the Company. However, no employee will be **penalized** if unable to perform overtime

work. An employee who accepts an overtime assignment but does not report without having a justifiable excuse may be subject to disciplinary action.

- 19.04** Overtime shall be distributed as equally and impartially as possible among those employees who normally perform the work requiring the overtime.
- 19.05** All work performed by an eligible employee on a plant holiday, as listed in Article **22.01**, shall be paid for at the rate of twice the employee's regular hourly rate except in the case of engineers where the Company has the option of substituting another day off in lieu of this overtime payment.
- 19.06** A meal allowance of five dollars (**\$5.00**) will be paid to an employee required to work more than two (**2**) hours overtime without notice prior to the end of the previous shift.

## **ARTICLE 20-WAGES**

- 20.01** The Company agrees to pay and the Union agrees to accept, for the life of this Agreement, the schedule of wages attached hereto which forms part of this Agreement.
- 20.02** The Company shall have the right in its discretion to institute an incentive plan under which employees who are covered by the incentive plan would have an opportunity for increased earnings.

**ARTICLE 21 - VACATIONS**

- 21.01** The Company will grant a vacation with pay on the following basis:
- (a) Employees with less than five (5) years' service as of July 1st in accordance with the **Employment Standards Act**.
  - (b) Employees with five (5) years' service but less than twelve (12) years' service as of July 1st ---three (3) weeks' vacation and six percent (6%) vacation pay.
  - (c) Employees with twelve (12) years' service but less than twenty (20) years' service as of July 1st --- four (4) weeks' vacation and eight percent (8%) vacation pay.
  - (d) Employees with twenty (20) years' service or more as of July 1st --- five (5) weeks' vacation and ten percent (10%) vacation pay.
- 21.02** Vacation pay shall be computed by the applicable percentage of the employee's total earnings for work performed during the twelve-month period preceding June 30th of the current year.
- 21.03** The Company shall have the right to determine the time for the length of the vacation plant shutdown and all employees who are entitled to vacation must take their vacation at that time unless the Company requires the employee to work during the vacation plant shutdown. Employees who are entitled to vacation in excess of that covered by the Plant

Shutdown, may take such vacation at a time mutually agreed upon and in the event of conflict preference for such vacation will be on the basis of seniority, provided it does not interfere with plant operations.

**21.04** The Company, at its discretion, may shut down the plant for a vacation period, at which time the employees will take their vacation if not required to work during this period. Notification of vacation shutdown shall be posted by the Company no later than April 1<sup>st</sup> of each year.

ARTICLE 22 - P L A N T

**22.01** The Company **recognizes** the following plant holidays:

New Year' Day	Canada Day	Thanksgiving
Good Friday	Civic Holiday	Christmas Day
Victoria Day	Labour Day	Boxing Day

plus four **(4)** floating holidays per year.

**22.02** Employees after three **(3)** months of employment will receive payment for the above-named holidays regardless of the day on which the holiday falls at straight time hourly rate times their normal daily hours for the day in question provided that the employee works both his regular scheduled working day before and after the holiday. An employee will not be disqualified for payment for such holiday if he is absent on either or both of the qualifying days with the permission of the Company, or as a result of illness, in which case a doctor's certificate may be required, jury duty, bereavement in the immediate family, lateness in reporting for work of less than one-half hour or layoff, provided that in any event he must

have been at work during the week preceding or succeeding the holiday.

- 22.03** Where a statutory holiday falls within the vacation period, employees who qualify under **22.02** above will be entitled to an additional day's pay at their straight time hourly rate or a day off with pay in lieu. If the employee elects to take the day off then that day is to be selected by mutual agreement.

## **ARTICLE 23 - BEREAVEMENT**

- 23.01** Should a death occur in the immediate family (wife, husband, child, mother, father, sister, brother, father-in-law or **mother-in-law**) of an employee with a minimum of sixty (**60**) days of seniority, the Company will grant leave of absence with pay at his regular hourly rate.

- 23.02** Such leave of absence shall be granted provided:

- (a) that the employee concerned attends the funeral of the deceased;
- (b) such leave of absence occurred during the regular working days of the employee concerned;
- (c) the leave of absence shall be for the day of the funeral and mourning period and other days necessary for the employee concerned to attend or arrange for the funeral but shall in no event be for a period of more than three (**3**) working days.

- 23.03** In the event of the death of an employee's brother-in-law, sister-in-law, grandchild, grandparents or spouse's

grandparents then the employee shall be granted one (1) day's leave of absence from work with pay provided he uses such time for the purpose of attending the funeral.

- 23.04** To qualify under this clause for a common-law relationship, the employee must previously have changed his/her documents for insurance beneficiaries, etc., to the person now claimed, and to be on record as such in the Company's personnel files.

## **A R T I C L E 24 HEAL TH A N D**

- 24.01** The Company will administer and support, subject to the provisions contained on contracts covering same, the following Health and Welfare Plan:

**(a) Life Insurance Plan -- \$15,000**

The Company will contribute **100%** of the present premiums of the **above**.

**(b) Ontario Health Insurance Plan**

The Company will pay the premiums of the above.

**(c) Prescription Drug Plan (\$0.35) deductible)**

The Company will pay the cost of the above drug plan.

**(d) Weekly Indemnity**

The Company will pay full premium less ninety



**(\$0.90)** cents per month contribution by each employee through payroll deduction for a weekly indemnity plan for all non-compensable accidents commencing on the first day of accident or **hospitalization** or an outpatient who undergoes a debilitating procedure or receives an anaesthetic, and for illness commencing on the eighth **(8th)** day of illness and continuing for **fifteen (15)** weeks at sixty percent **(60%)** of insurable earnings. Eligibility and benefits subject to the conditions of the Plan. **U.I.C.** premium rebate will go to the Company.

**(e) Dental Plan**

The Company will **pay 100%** of the premiums for a Dental Plan providing benefit levels equivalent to Blue Cross Plan **#7** subject to **80-20** co-insurance at the **1990 O.D.A.** fee schedule.

**(f)** Employees are eligible to join the above Health and Welfare Plan during their third **(3rd)** calendar month of **employment**.

**(g)** Where dividends are earned they shall be returned to the employee and Company, pro rata to the payment of premiums.

**24.02** Where an injury at work requires that the employee lose time from work on the day of the injury he will be paid according to the **Workers' Compensation Act**, which states that effective April **1, 1985**, the employer is required by the **Act** to pay full wages on the day of injury.

**ARTICLE 25-SUPPLY OF APPAREL**

- 25.01** The Company shall supply and maintain overalls to employees who work on Asphalt Coating Machines and in the Mixing Department.
- 25.02** The Company will provide up to three **(3)** pairs of overalls and smocks per employee per year to Loom Fixers, Warp Hangers, Cleaners, Fitters and Maintenance Mechanics. In consideration of the Company supplying this clothing the employees will be responsible for repairing and cleaning same.
- 25.03** It is clearly understood that the said clothing is to be worn only on the premises of the Company and is not to be removed from the Company's premises except for cleaning and repairs.

**ARTICLE 26 - SAFETY EQUIPMENT**

- 26.01** The Company agrees to pay for each employee who has completed the probationary period the cost of safety shoes to a maximum cost to the Company of **\$65.00** per year.

In the event that an employee does not remain with the Company for a period of twelve **(12)** months following any such contribution, then he shall reimburse the Company on a pro rata basis.

Employees working in Finishing, cleaners in the Weave Room and Mixing Department may request an additional safety shoe allowance to a maximum of **\$65.00** depending on the time since the last payment and the amount of abnormal

deterioration in the shoes

**26.02** Personally fitted safety glasses (including prescription lenses) will be supplied by the Company in areas where safety glasses must be worn all of the time and to those employees who require prescription lenses and whose work requires safety glasses some of the time. The selection of frames will be as supplied by the Company. Replacement cost by the Company will be:

After one year -	0
After two years -	<b>50</b> percent
After three years -	<b>75</b> percent
After four years -	<b>100</b> percent

In other areas the Company will provide appropriate (i.e. non-prescription lenses and not personally fitted) safety glasses as required.

## **ARTICLE 2 - JURY DUTY/CROWN WITNESS**

**27.01** Any employee who is required to serve on a jury or is subpoenaed as a Crown witness shall be paid the difference between the amount paid for such service and his normal pay computed at his normal hourly rate, including shift premium but excluding other premiums, for hours lost from work up to forty **(40)** hours in a week. An employee must notify the Company within two **(2)** working days after receipt of notice of selection for Jury Duty or subpoena. In order to be eligible for such payments the employee must furnish a written statement from the proper public official showing the date and time served and the amount of pay received.



**ARTICLE 28 - TOOL ALLOWANCE**

**28.01** Employees required to supply their own tools shall be given a tool allowance by December **1st** of each complete calendar year of service, in the following amounts:

Maintenance and Machinist                    **\$125.00**

Loom Fixer, Loom Fitter  
Loom Technician, Roving  
Department Fixers & Fitters                    **\$ 62.50**

Weave Room, Warp Hangers  
& **Knotter** Fixer,  
Preparation Department  
Fitters & Fixers                                    **\$ 31.25**

Such allowance shall be paid upon proof of purchase of new tools for purpose of replacement of broken or worn out tools or replacement of proven loss or need for new tools.

**ARTICLE 29 - TERMINATION**

**29.01** This Agreement shall remain in full force and effect from January 1, 1995 through December 31st, 1997. ~~Changes~~ negotiated shall be effective from date of ratification only, except as expressly provided.

**29.02** Either party can give notice that it wishes to open negotiations for a new contract within three **(3)** months of the **expiry** date, and these negotiations shall start during the month of September, **1997** or within such longer time as may be

mutually agreed upon by the parties.

- 29.03** If, pursuant to such negotiations, an agreement on the renewal or modification of this Agreement is not reached prior to the current **expiry** date, it shall expire unless it is extended for a specified period pending negotiations by the mutual consent of the parties.

IN TOKEN WHEREOF the parties have signed on the **28th** day of MAY, **1995**.

**BAY MILLS LIMITED, MIDLAND DIVISION**

**STEVE LEPAGE**

**AMALGAMATED CLOTHING a TEXTILE WORKERS  
UNION, LOCAL 1033**

**ED MCMANN  
WAYNE MARCHAND  
ELAINE MCMANN  
BONNIE WOODS**

## APPENDIX "A"

## JOB CLASSIFICATION GROUPING AND RATES

<b>r</b> GROUP	JOB CLASSIFICATION	<b>MAX RATES 01/01/95</b>	<b>MAX RATES 01/01/96</b>	<b>MAX. RATES 01/01/97</b>
<b>A</b>	<b>Creeler</b> , Tuba Cutter	<b>\$12.52</b>	<b>\$12.83</b>	<b>\$13.21</b>
<b>B</b>	Grade 1	<b>12.72</b>	<b>13.04</b>	<b>13.43</b>
<b>C</b>	---			
<b>D</b>	Enterer <b>1</b> , Utility, Winder	<b>13.11</b>	<b>13.44</b>	<b>13.84</b>
<b>E</b>	Finisher <b>1</b> , Cutter <b>1</b>	<b>13.31</b>	<b>13.64</b>	<b>14.05</b>
<b>F</b>	Service Person, Finisher <b>2</b> , Roving Operator, Cutter <b>2</b> , Grader <b>2</b>	<b>13.49</b>	<b>13.83</b>	<b>14.24</b>

GROUP	JOB CLASSIFICATION	MAX RATES <b>01/01/95</b>	MAX RATES <b>01/01/96</b>	MAX. RATES <b>01/01/97</b>
G	Weaver, Stock Person, Assistant Shipper, Supply Person 1, Cutter <b>3</b> , Enterer <b>2</b> , Beaming Operator, Weft Insertion Operator	13.70	14.04	14.46
H	Maintenance <b>1</b> , Slasher Person <b>1</b> , Mixer	13.89	14.24	14.67
I	Cutter <b>4</b> , Truck Driver <b>1</b> , Smash Fixer	14.10	14.45	14.88
J	Preparation Fixer, Roving Fixer, Slasher Person <b>2</b> , Finisher <b>3</b> , Warp Hanger, Weft Insertion <b>Fixer/Operator</b>	14.38	14.74	15.18
K	<b>Maintenance 2, **Truck Driver 2, Supply Person 2, Knotter Fixer</b>	14.68	15.05	15.50



<b>GROUP</b>	<b>JOB CLASSIFICATION</b>	<b>MAX RATES 01/01/95</b>	<b>MAX RATES 01/01/96</b>	<b>MAX. RATES 01/01/97</b>
<b>L</b>	<b>Fixer, Maintenance 3, Finisher 4 Engineer 4</b>	<b>15.09</b>	<b>15.47</b>	<b>15.93</b>
<b>M</b>	<b>Fitter</b>	<b>15.64</b>	<b>16.03</b>	<b>16.51</b>
<b>N</b>	<b>Loom Technician</b>	<b>16.64</b>	<b>17.06</b>	<b>17.57</b>
<b>O</b>	<b>Licensed Machinist</b>	<b>16.96</b>	<b>17.38</b>	<b>17.90</b>
<b>P</b>	<b>Licensed Millwright</b>	<b>18.04</b>	<b>18.49</b>	<b>19.04</b>

NOTES: (re: Rate of Pay)

New employees hired from outside the Company shall start at ninety cents (**\$0.90**) per hour less than the current rate for the lowest department job rate and shall receive a ten cent (**\$0.10**) per hour increase after thirty (**30**) days and thereafter a progression of twenty cents (**\$0.20**) every two months to the job rate.

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**Shift Premiums:**

5 day work week

Second Shift - thirty-five (**\$0.35**)

Third Shift - forty cents (**\$0.40**)

**Loom Fixers:**

**Who** fix more than one type of loom will be paid an additional twenty cents (**\$0.20**) per hour.

**Lead Hands:**

Additional one (**\$1.00**) per hour

**Training Premium:**

A training premium of twenty cents (**\$0.20**) per hour will be paid for such training hours to an employee who, in addition to continuing his normal operating function, is assigned to train another employee(s) for a continuous day or more at a time.

**Truck Driver 2**

**Will** receive an additional **twenty** cents (**\$0.20**) per hour as per Letter of Understanding.

The Licensed Millwright rate shall only be paid to those persons licensed as Millwrights. Registered Millwright Apprentices shall be paid according to the schedule in Appendix "B"

## JOB PROGRESSION AND WAGE RATES

GROUP		MAX RATES 01/01/95	MAX RATES 01/01/96	MAX. RATES 01/01/97
	<b>Preparation Department</b>			
A	<b>Creeler</b> , Tube Cutter	\$12.52	\$12.83	\$13.21
D	Enterer 1, Utility, Winder	13.11	13.44	13.84
G	Stock Person, Enterer 2, Seaming Operator	13.70	14.04	14.46
H	Slasher Person 1.	13.89	14.24	14.67
J	Preparation Fixer, Slasher Person 2	14.38	14.74	15.18
	<b>Weave Room</b>			
D	Utility	13.11	13.44	13.84

GROUP		MAX RATES <b>01/01/95</b>	MAX RATES <b>01/01/96</b>	MAX. RATES <b>01/01/97</b>
F	Service Person	13.49	13.83	14.24
G	Weaver	13.70	14.04	14.46
I	Smash Fixer	14.10	14.45	14.88
J	Warp Hanger	14.38	14.74	15.18
K	<b>Knotter</b> Fixer	14.68	15.05	15.50
L	Loom Fitter	15.09	15.47	15.93
<b>M</b>	Fitter	15.64	16.03	16.51
N	Loom Technician	16.64	17.06	17.57
	<b>Roving Department</b>			
D	<b>Utility</b>	13.11	13.44	13.84
F	<b>Roving Operator</b>	13.49	13.83	14.24
J	<b>Roving Fixer</b>	14.38	14.74	15.18

<b>GROUP</b>		<b>MAX RATES 01/01/95</b>	<b>MAX RATES 01/01/96</b>	<b>MAX. RATES 01/01/97</b>
<b>M</b>	<b>Roving Fitter</b>	15.64	16.03	16.51
	<b>Inspection Department</b>			
<b>B</b>	<b>Grader 1</b>	12.72	13.04	13.43
<b>D</b>	<b>Utility</b>	13.11	13.44	13.84
<b>F</b>	<b>Service Person, Grader 2</b>	13.49	13.83	14.24
<b>G</b>	<b>Stock Person</b>	13.70	14.04	14.46
	<b>Mixing Department</b>			
<b>D</b>	<b>Utility</b>	13.11	13.44	13.84
<b>H</b>	<b>Mixer</b>	13.89	14.24	14.67

<b>GROUP</b>		<b>MAX RATES 01/01/95</b>	<b>MAX RATES 01/01/96</b>	<b>MAX. RATES 01/01/97</b>
	<b>Finishing Department</b>			
D	Utility	13.11	13.44	13.84
E	Finisher 1	13.31	13.64	14.05
F	Finisher 2	13.49	13.83	14.24
J	Finisher 3	14.38	14.74	15.18
L	Finisher 4	15.09	15.47	15.93
	<b>Cutting Department</b>			
D	Utility	13.11	13.44	13.84
E	Cutter 1	13.31	13.64	14.05
F	Cutter 2	13.49	13.83	14.24
G	Cutter 3	13.70	14.04	14.46
I	Cutter 4	14.10	14.45	14.88

<b>GROUP</b>		<b>MAX RATES 01/01/95</b>	<b>MAX RATES 01/01/96</b>	<b>MAX. RATES 01/01/97</b>
	<b>Maintenance Department</b>			
<b>D</b>	<b>Utility</b>	<b>13.11</b>	<b>13.44</b>	<b>13.84</b>
<b>F</b>	Service Person	<b>13.49</b>	<b>13.83</b>	<b>14.24</b>
<b>H</b>	<b>Maintenance 1</b>	<b>13.89</b>	<b>14.24</b>	<b>14.67</b>
<b>K</b>	<b>Maintenance 2</b>	<b>14.68</b>	<b>15.05</b>	<b>15.50</b>
<b>L</b>	<b>Maintenance 3</b>	<b>15.09</b>	<b>15.47</b>	<b>15.93</b>
<b>O</b>	Licensed Machinist	<b>16.96</b>	<b>17.38</b>	<b>17.90</b>
<b>P</b>	Licensed Millwright (1)	<b>18.04</b>	<b>18.49</b>	<b>19.04</b>
	<b>Shipping Department</b>			
<b>D</b>	<b>Utility</b>	<b>13.11</b>	<b>13.44</b>	<b>13.84</b>
<b>F</b>	Service Person	<b>13.49</b>	<b>13.83</b>	<b>14.24</b>

GROUP		MAX RATES 01/01/95	MAX RATES 01/01/96	MAX. RATES 01/01/97
G	Assistant Shipper	13.70	14.04	14.46
I	Truck Driver 1	14.10	14.45	14.88
K	Truck Driver 2 (2)	14.68	15.05	15.50
	<b>Supply Room Department</b>			
D	Utility	13.11	13.44	13.84
G	<b>Supply</b> Person 1	13.70	14.04	14.46
K	<b>Supply</b> Person 2	14.68	15.05	15.50
	<b>Weft Insertion Department</b>			
D	Utility	13.11	13.44	13.84
G	Weft Insertion Operator	13.70	14.04	14.46
J	Weft Insertion Fixer/Operator	14.38	14.74	15.18



- (1) For Millwright Apprentice see Appendix **B**
- (2) Truck Driver **(2)** will receive an additional twenty cents (**\$0.20**) per hour as per Letter of Understanding.

## APPENDIX "B" - APPRENTICESHIP

If the Company wishes to fill a position of Millwright Apprentice it shall post the job in the normal procedure stating any minimum requirements and academic or aptitude testing which it will require.

The successful applicant will be chosen on the basis of skill, aptitude, academic qualifications and work record. Where these qualifications are relatively equal seniority shall govern.

Progression through the **wage** scale shall be as follows:

	<b>Max. Rates 01/01/95</b>	<b>Max. Rates 01/01/96</b>	<b>Max. Rates 01/01/97</b>
<b>Stating rate</b>	<b>\$12.19</b>	<b>\$12.49</b>	<b>\$12.86</b>
After <b>90</b> working day trial period	<b>13.60</b>	<b>13.94</b>	<b>14.36</b>
After 1 year as apprentice	<b>13.88</b>	<b>14.23</b>	<b>14.66</b>
After 2 <b>years</b> as apprentice	<b>14.16</b>	<b>14.51</b>	<b>14.95</b>

	<b>Max. Rates 01/01/95</b>	Max. R a t e s <b>01/01/96</b>	<b>Max. Rates 01/01/97</b>
After 3 years as apprentice	15.29	15.67	16.14
<b>Certified Journeyman Millwright</b>	<b>16.64</b>	<b>17.06</b>	<b>17.57</b>
Premium rate for Certified Journeyman Millwright with 1 or more year's experience after Certification	18.04	18.49	19.04

**LETTER OF UNDERSTANDING**

Re: **Training**

It is **recognized** by the parties that it is necessary to install and maintain new equipment and machinery in order to compete with larger and newer production facilities around the world. The Company will notify the Union promptly after the decision to add new equipment or machinery. It is also **recognized** that the maintenance and/or operation of such equipment may require new skills and knowledge not already possessed by the employees presently performing comparable duties.

The Company will make reasonable efforts to train existing employees to perform this work.

An employee who is unwilling to take such training or unable to satisfactorily perform such work after a reasonable amount of training will be retained in his present classification as long as there is work available which he can perform full time and thereafter shall be dealt with according to the Layoff and Recall provisions of Article 12.

**BAY MILLS LIMITED  
MIDLAND DIVISION**

**STEVE LEPAGE**

**AMALGAMATED CLOTHING  
& TEXTILE WORKERS UNION  
LOCAL 1033**

**ED MCMANN  
WAYNE MARCHAND  
ELAINE MCMANN  
BONNIE WOODS**

**LETTER OF UNDERSTANDING**

The Truck Driver will be paid a twenty (**\$0.20**) cents per hour premium in consideration of his unusual hours of work.

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LETTER OF UNDERSTANDING

Re: Job Security

The Union and employees agree that employees may be required to sign such secrecy and non-competition clauses as the Company may require from time to time.

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**MIDLAND DIVISION**

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**LOCAL 1033**

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**WAYNE MARCHAND**  
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**BONNIE WOODS**

**LETTER OF UNDERSTANDING**

Re: **Art 18.07**

Any eight (8) hour shift which commences at or after 10:30 a.m. but before 8:00 p.m. will be paid the second shift premium.

Any eight (8) hour shift which commences at or after 9:00 p.m. but before 5:00 a.m. will be paid the third shift premium.

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BONNIE WOODS**

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**LETTER OF INTENT**

**Re: Article 21.03 Shutdown Scheduling:**

“The Company will endeavour to schedule two week of the vacation shutdown at the end of July. If this is not possible there will be advanced consultation with the Union.”

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**LETTER OF INTENT**

The parties may agree to an aptitude test for a job in which case any employee seeking that job by layoff, recall or job posting may be required to pass the aptitude test.

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LETTER OF INTENTION

Re: **Supervisors** Working

It is the Company objective to **minimize** the amount of time spent by supervisors performing work otherwise performed by the bargaining unit. It is **recognized** by both parties that it may be necessary for supervisors to do such work on occasion. If there are complaints, the parties will meet to discuss them.

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**LETTER OF UNDERSTANDING****Re:            Hiring Machinists**

It is agreed that any applicant with a valid "certificate of qualification" or "certificate of apprenticeship" issued by the government of Ontario in a metal related trade may be hired into the position of machinist as outlined in our contract.

**BAY MILLS LIMITED  
MIDLAND DIVISION****STEVE LEPAGE****AMALGAMATED CLOTHING  
& TEXTILE WORKERS UNION  
LOCAL 1033****ED MCMANN  
WAYNE MARCHAND  
ELAINE MCMANN  
BONNIE WOODS**

**LETTER OF INTENT**

**Re: Lead Hands** (effective December 7, 1987)

- 1) Lead Hands shall be selected by the Company.
- 2) Selection shall be made on the basis of required skills only.
- 3) Seniority will not be a factor for selection except selected applicant must have one year minimum seniority.
- 4) Appointment of Lead **Hands** will be done by the Company following the voluntary acceptance of the job by the selected employee.
- 5) The Company has the right to replace a selected Lead Hand with a different person selected by the Company, if in the opinion of the Company, the Lead Hand holding the position is not performing satisfactorily.
- 6) The Company may discontinue the practice of using Lead Hands, either partially or fully.
- 7) Lead Hand rate will be paid at one dollar (**\$1.00**) per hour for total hours worked while performing Lead Hand duties. There will be no compounding of the **Lead Hand rate**.

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LETTER OF INTENT

**Re:            Article 22.01**

The Company and the Union will agree on the thirteen (13) days to be scheduled as Plant Holidays in each year.

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**LETTER OF INTENT**

**Re:           LTD PLAN**

The Company will arrange and administer an LTD Plan. Premiums will be deducted weekly from the pay of all employees who have completed probation, commencing as soon as the policy can be arranged.

Dated: May 28, 1995.

**BAY MILLS LIMITED  
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