COLLECTIVE AC

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	EFF.	90	ΊÔ	01
	TERM.	91	15	31
	No. OF EMPLOYEES		290	
,	NOMBRE D'EMPLOYÉS		L.W	



AMOCO FABRICS AND FIBERS LTD. (HEREINAFTER CALLED THE "COMPANY")

- AND -



IWA - CANADA
AND ITS LOCAL 1-1000
(HEREINAFTER CALLED THE "UNION")

0095703

INDEX

Artile 1	Purpose	Page 01
Article 2	Recognition	Page 01
Article 3	Relationship	Page 02
Article 4	Management Functions	Page 03
Article 5	Plant Committee	Page 04
Article 6	Grievance Procedure	Page 07
.Article 7	Arbitration	Page 09
Article 8	Management Grievances	Page 10
Article9	Union Policy Grievances	Page 11
Article 10	Disciplinary Measures	Page 11
Article 11	No Strikes and Lockouts	Page 12
Article 12	Seniority	Page 12
Article 13	Leave of Absence	Page 18
Article 14	Temporary Occupation and Transfers	Page 19
Article 15	Bulletin Boards	Page 20
Article 16	Call In Pay	Page 21
Article 17	Reporting T i e Pay	Page 21
Article 18	Bereavement Pay	Page 22
Article 19	Vacation With Pay	Page 23
Article 20	Paid Holidays	Page 25
Article 21	Injury at Work	Page 27
Article 22	Health and Safety	Page 28
Article 23	Occupation Posting	Page 29
Article 24	Benefits	Page 30
Article 25	Schedule of Wages	Page 31
Article 26	Hours of Work and Overtime	Page 35
Article 27	Shift Premium	Page 40
Article 28	Saturday Premium	Page 40
Article 29	Sunday Premium	Page 41
Article 30	Discrimination	Page 41
Article 31	Correspondance	Page 41
Article 32	Official Language	Page 42
Article 33	Termination	Page 42

ARTICLE 1 - PURPOSE

The Company and the Union have entered into this agreement at the city of Hawkesbury, in the Province of Ontario, for the purpose of recording terms and conditions of employment resulting from collective bargaining, which shall be observed by the parties hereto. It is the desire of the parties to maintain a harmonious relationship between the Company and its employees, to settle all differences in an amicable, prompt and equitable manner as herein provided, to work together to achieve the most efficient operation of the plant and to promote the safety and health of the employees, subject to the dispositions of this agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole collective bargaining agency for all its employees employed at Hawkesbury, Ontario save and except foremen, persons above the rank of foreman, office and sales staff, persons employed for not more than 24 hours per week, laboratory technician personnel, industrial engineering personnel and guards.
- 2.02 "Employee" as used in this agreement shall mean those persons described in the bargaining unit set forth in clause 2.01, including probationary employees.
- 2.03 In this agreement, words using the masculine gender include the feminine; the singluar includes the plural, and the plural, singular where the text so indicates.

- 2.04 Employee not being part of the bargaining unit spelled out in article 2.01 will not be permitted to perform work which is normally done by the bargaining unit employees, except in cases of training, experiment or emergency.
- 2.05 Laboratory technician personnel excluded from the bargaining unit, will be allowed to perform work of the Quality Control department which will not result in a layoff of bargaining unit employees, prevent their recall from layoff, or prevent lab testers overtime possibility.

ARTICLE3 - RELATIONSHIP

- 3.01 Each employee shall, **as** a condition of employment, maintain his membership in the Union for the duration **c** the agreement.
- 3.02 Each new employee shall, as a condition of employment, following the completion of his probationary period, acquire and maintain membership in the Union for the duration of this agreement.
- 3.03 a) Employees will pay after signing an authorization form, their Union initiation fees, dues, monies and assessments through payroll deductions which will be made by the Company and remitted to the Financial Secretary of the Union by the 15th of the month following the month in which deductions are made.

With each remittance the Company will include an itemized statement showing each employee's name in full, listed in alphabetical order, individual amounts and the totals.

- 3.03 b) Union dues will be deducted weekly and any deduction which is missed will be made in the next pay period.
- 3.03 c) The Union vill inform the Company in writing of the particulars regarding all applicable deductions and any change in amounts and frequency.
- 3.04 The Company will insert the amount of regular Union dues on each employee's T-4 slip.
- 3.05 Neither the Union nor the employees will hold union meetings or engage in other union activities, on Company premises, except as provided for the orderly administration of this agreement or by permission from the Company. Such permission will not be unreasonably withheld.
- 3.06 The Company shall provide an adequate supply of copies of the collective agreement in both official languages, in booklet form, within three (3)months of its signature.

ARTICLE 4 - MANAGEMENT FUNCTIONS

4.01 Except as limited by **this agreement**, the Company **will** have complete control **over** the operation of its business, the management of its plant, and the direction of its working forces, **including** but not limited to the right to:

Schedule the work shift and the workweek; plan and control plant operations; hire and assign work to employees; transfer employees from one occupation to another or one department to another;

promote, demote, discipline, suspend, or discharge employees for just cause; relieve employees from duty because of lack of work or any other legitimate reason, organize all work and determine the number, scope and function departments and division of operation; prescribe the work to be performed in each occupation and occupation classification: determine the general requirements, standards and qualificationnecessary to perform each occupation; to conduct time studies, introduce new or improved production methods or facilities, and change materials for products; eliminate or shutdown operation: subcontractwork (that does not directly cause layoffs and or restrict overtime for work normally performed by employees); increase, decrease, combine or abolish existing occupations (in such cases, the Union will be informed in writing); and make and enforce shop rules for the orderly conduct of the plant operation and the safety of the employees, provided such rules do not conflict with other provisions of this agreement.

4.02 The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set fath, the Company therefore retaining all rights not otherwise specifically covered by this agreement.

ARTICLE5-PLANT COMMITTEE

5.01 a) The Company acknowledges the right of the Union to appoint or otherwise select a plant committee of stewards as follows: One (1) steward **per** shift for each production department

One (1) steward for all shifts for each service department

Each steward can have a substitute who will be able to act as a regular steward only in cases where his regular steward is absent from work. If the number of employees reaches or exceeds five hundred, the production departments steward representation can be two (2) stewards per shift. All stewards shall have at least six months seniority with the Company, and shall be regular employees of the Company during their time of office. The name and area of each of the stewards and the name of the Chairman of the Plant Committee, from time to time selected, shall be given to the Company in writing and the Company shallnot be required to recognize any such steward or chairman until it has been so roctified.

5.01 b) Departments as referred to in this article is for purposes of stewardrepresentation, overtime and article 12.09 as follows:

Extrusion, Melt Spin	(Production)
Beaming	(Production)
Weaving	(Production)
Finishing, F.L.W. and Burling	(Production)
Shipping, Receiving and Stores	(Service)
Maintenance	(Service)
Quality Control	(Service)

5.02 The Company undertakes to instruct all members of

its supervisory staff to cooperate with the stewards in the carrying out of the terms and requirements of this agreement.

- 5.03 a) The Union undertakes to secure from its officers, stewards and members their cooperation with the Company and with all persons representing the Company in a supervisory capacity in the carrying out of the purpose of this agreement.
- 5.03 b) It is agreed between the Company and the Union that persons representing the Company in a supervisory capacity and the Union and its representatives shall take all possible measures so that all the terms and provisions of this collective agreement are fully carried out during the life of the said agreement.
- 5.04 The privileges of stewards to leave their work without loss of basic pay to attend to Union business is granted *on* the following conditions:
 - a) Employees having grievances may discuss these with the stewards during working hours with the permission of his foreman. Such permission shall not be unreasonably withheld.
 - b) The time shall be devoted to the prompt handling of necessary Union business, exclusive of any time spent in regard to negotiations and arbitration.
 - c) The steward concerned shall obtain the permission of the foreman concerned **before** leaving **his** work. Such permission shall not be unreasonably withheld.
 - d) The Company reserves the right to limit such time if it deems the time so taken to be excessive. Such time

- shall not be unduly limited.
- a) The Union Bargaining Committee will consist of not more than five (5) employees. Employees who are members of this committee will be granted time off to negotiate new or revised collective agreement. The said employees will not incur loss of pay and other employment benefits for a maximum of ten meetings.
- 5.05 b) The Union Grievance Committee will consist of not more than four (4) employees. The steward involved with the grievancewill be able to attend the grievance meeting and the Company will be informed in advance. Employees who are members of this committee including the steward directly involved in the grievance, will be granted time off to attend such meetings. The said employees will not incur loss of pay and other employment benefits.
- 5.06 The Union will notify the Company in writing of the names of all stewards and of the Bargaining and the Grievance committee members including any changes that occur.

ARTICLE6 - GRIEVANCE PROCEDURE

- 6.01 A grievance is defined to be any difference between the parties or between an employee and the Company, relating to the interpretation, application, administration or alleged violation of this agreement.
- **6.02** a) It is of the utmost importance to adjust grievances as quickly as posssible.
- 6.02 b) To be considered, a grievance must be presented within ten (10) days from where the circumstances giving rise to it occurred or originated. The time limit

may be extended by mutual agreement. Saturdays, Sundays and Holidays are excluded from the time limits in this article. Said time limits may be modified by written agreement of the parties. The Company will keep the Union Grievance Committee informed of all employee absences exceeding five (5) days and said committee will be entitled to act on behalf of absent employees.

- 6.03 STEP NO. 1 A nemployee having a complaint should discuss it with his foreman first, accompanied by his Union Steward & a Union Grievance Committee member. If no settlement is reached, the matter may be formalized as a grievance and dealt with as follows.
- 6.03 STEP NO. 2 The grievance shall be presented in writing by the grievor and his Union Steward or a Union Grievance Committee member, to the department head who shall render his decision in writing, within ten (10) days from such presentation. If no settlement is reached, then:
- 6.03 STEP NO. 3 Within five (5)days from receipt of the decision at Step No. 2, the Union may submit the grievance to the **Human Resources** Manager **who shall** meet with the Union Grievance Committee, the first Friday of **each** month or on a date mutually agreed upon, to consider Step No. 3 grievances.

An accredited **Business** Agent or Representative of the Union may be involved at **this** stage, at the request of eitherparty.

The Plant Manager will render his decision in writing within ten (10) days from such meeting.

- 6.04 If no settlement is reached at Step No. 3, the matter may be referred in writing by either party to arbitration within thirty (30)days from receipt of the decision at Step No. 3.
- 6.05 A grievance on behalf of more than one employeemay be presented directly at Step No. 2, listing the names of the grievors.

ARTICLE 7 - ARBITRATION

- 7.01 Where a grievance is referred to arbitration the party making the referral will notify the other party in writing of its election of proceeding with a single arbitrator ("arbitrator") or a tripartite arbitration board ("board").
- 7.02 Where election is made for an arbitrator, the party making the referral, will suggest one or more persons to act as arbitrator in its notice of referral. The other party will respond in writing within ten (10) days to either be in agreement with one of the suggested personsor if not will suggest other persons. Failure by the parties to agree upon an arbitrator within the time limited, either party may request that an arbitrator be appointed by the Minister of Labour of Ontario.
- 7.03 Where election is made for a board, the party making the referral will name its appointee to such board in the notice of referral. The other party will respond in writing within five (5) days by naming its appointee.

The two appointees **so** selected will, within ten (10) days of the appointment of the second of them, appoint a third person who shall **chair** the board

Upon failure by the party receiving notice to name its appointee or upon failure by the **two** appointees **to** agree on a **chairperson** within the time limited, either party may request that the Ministry of Labour of Ontario appoint one or both persons as required.

7.04 The arbitrator or the board will have no authority to alter ,change, or modify any of the terms and conditions of this Agreement.

Any question as to arbitrability will be determined by the arbitrator or board.

- 7.05 The decision of the arbitrator or of the board, will be firal and binding. Each party to this agreement will pay the fees and expenses of the member of the board selected by it or by the Minister and will share equally in paying the fees and expenses of the chairperson of the board or of the arbitrator.
- 7.06 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.07 Neither party shall disclose in any manner to the Board of Arbitration any information concerning previous offers of settlement made by the other party.

ARTICLE 8 - MANAGEMENT GRIEVANCES

A grievance, initiated by the Company may be referred in writing to the Union Grievance Committee within fifteen (15) days of the occurrence of the drcumstances giving rise to the grievance and the Union Grievance Committee shall need: within three (3) days

thereafter with management. The time limit may be extended by mutual agreement. If no settlement is reached within five (5) days of the said meeting, the grievance may be referred by either party to arbitration as provided in Article 7 at any time within thirty (30) days.

ARTICLE 9 - UNION POLICY GRIEVANCES

9.01 A policy grievance initiated by the Union, shall be submitted in writing, commencing at Step No. 3 of the grievance procedure, within fifteen (15) days from where the circumstance giving rise to it occurred or originated. The time limits may be extended by mutual agreement.

A **policy** grievance will confine **itself** to matters relating to the interpretation, administration, application or alleged violation of the agreement, which are inappropriate for an employee grievance single or group.

ARTICLE 10 - DISCIPLINARY MEASURES

- 10.01 Whenever the Company intends to apply any disciplinary measures, the employee will be entitled to be accompanied by his steward first and or, if there is no steward, by any member of the Union Grievance committee.
- 10.02 A grievance relating to a claim that an employee who has completed its probationary period that has been unjustly syspended or discharged shall be submitted in writing, commencing at Step No. 3 of the grievance procedure, within five (5) days of the effective date of suspension or discharge.

ARTICLE 11 - NO STRIKES OR LOCKOUTS

- 11.01 There shall be no strike on the part of the Union and its members, so long as this agreement continues to operate.
- 11.02 There shall be no lockout on the part of the Company so long as this agreement continues to operate.
- 11.03 As referred to in 11.01 and 11.02 above, the terms "strike" and 'lockout" shall be as defined in accordance with the definitions set out in the Ontario Labour Relations Act.

ARTICLE 12 - SENIORITY

- 12.01 The parties hereto will ensure compliance with the principle of seniority of granting preference to employees in accordance with length of continuous service in the bargaining unit unless specified otherwise in this agreement. This includes granting preference as to choice of "vacant" shifts whenever more than one vacancy occurs within the Same occupation on more than one shift.
- 12.02 Seniority as referred to in this agreement shall mean length of service at Hawkesbury Mills.
- 12.03 Departments as referred to in this agreement is for the sole purpose of steward representation, schedule of wages, overtime and article 12.09.
- 12.04 a) A new employee **shall serve** a probationary **period** of **sixty** (60) calendar days **before** acquiring seniority rights; thereupon, **his** seniority shall be established, dating back to his first day of employment.

A probationary employee may be transferred laid **cff** or terminated, without recourse to the grievance procedure.

- 12.04 b) When two or more employees are hired on the same day, their seniority order shall be determined by alphabetical order of name and surname.
- 12.05 For any occupation vacancy, subject to article 12.17, the senior employee who applies, having the skill and ability, will be trained to perform the work.
 - 12.06 a) In case of layoff and or displacement anticipated to exceed five (5) fill regular working days, the probationary employees will be laid off first; provided always that the employees with greater seniority have the skill and ability to perform or to be trained to perform, the work available.
 - 12.06 b) Thereafter, subject to 12.17, the employee with the least seniority will be displaced or laid cff, provided the remaining employees have the skill and ability to perform or to be trained to perform the work available.
 - **12.06** c) Employees displacing other ones **will** displace the least senior employee in the occupation chosen.
 - 12.06 d) Employee displaced **will** go back in the occupation fixm which he was first displaced if the occupation becomes available. However, if the employee bids successfully on an occupation vacancy, the above will not apply

- 12.07 Employees, excluding the probationary ones, will be given seven (7) calendar days notice in writing for layoff expected to be for at least fourteen (14) calendar days. This provision will not apply when the layoff is created by the return of employee on a leave of absence.
- 12.08 Employees on layoff will be recalled by seniority, provided they have the scill and ability to perform or to be trained to perform, the work available.
- Having regard to short term layoff not exceeding 5 regular working days, the employeehaving the least seniority in the department, on the stift concerned shall be sent home provided that the remaining employees have the still and ability to perform the work available. If the layoff does not exceed 2 employees/shift the employees affected will be offered work at the rate of their occupation or the rate of the alternative occupation whichever is higher.
- 12.10 When recalling employees from a layoff of more than five (5) fill regular working days, the Company will notify them by registered mail or telegram allowing seven (7) calendar days to report for work. Within forty-eight (48) hours of receiving such recall notice, the employee must contact the Human Resources Department to confirm his return to work arrangements.
- 12.11 Seniority shall continue to accumulate in the following circumstances only and during:
 - a) an authorized leave of absence;
 - b) an absencedue to sickness or accident for a period

- **equal** to his seniority, up to a maximum of two (2) years and thereafter he will maintain it;
- c) an absence due to layoff for a period **equal** to his seniority, up to a maximum of two (2) years and thereafter, he will maintain it for one year;
- d) a transfer to anon-bargaining unit job with the Company or the Union for a **period** of time **equal** to his **seniocity**, up to a maximum of two (2) years and thereafter, he will maintain it.
- 12.12 Seniority shall terminate and an employee shall cease to be employed by the Company when he:
 - a) voluntarily quits his employment with the Company;
 - b) is discharged and is not reinstated through the grievance procedure or arbitration;
 - c) is on layoff for a continuous period of time **equal** to twice his seniority up to a maximum of three (3) **years**;
 - d) fails to report for work within sevenfull calendar days after being notified by the Company, following a layoff unless a reason acceptable to the Company is given within the said period;
 - e) fails to return to work upon the termination of an authorized leave of absenceunless a reason acceptable to the Company is given **before** or at the termination of the authorized leave of absence;
 - f) accepts **gainful** employment while on a leave of absence without first obtaining the consent of the

Company in writing;

- g) fails to report for work for a continuous period of five (5) fill working days without notifying the Company.
- 12.13 An upto-date seniority list will be supplied by the Company to the Union, each committee members and each steward, and posted on the bulletin boards, in January and July of each year.
- It shall be the duty of each employee to notify the Human Resources department promptly of any change in address, telephone number, racital status and dependants. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach such employee and/or any other problems which may acise from it.
- 12.15 An employee's return to work from sick leave exceeding three (3) consecutive scheduledwork days, will be conditional on his supplying a medical certificate that he is able to resume work, if such certificate is requested by the Company.
- **12.16** The Company may require an employee to undergo a **medical** examination by a physician of the company's choice, provided that the Company:
 - a) gives the employee thereasonfor such a request and notifies the Union committee;
 - b) pays all costs related to such examination;
 - c) pays all time spent by the employeein connection with said examination, on the same basis as time worked.

16

12.17 a) This article defines conditions which transcend the normal application of seniority in filling vacancies and displacement through layoffs, in any of the specialized occupations listed hereafter;

SPECIALIZED OCCUPATIONS

EXPERIENCE **REQUIRED**

Extrusion Line Operator Extrusion Doffer (33%) Extrusion Tower Operator Ext. Fiber Line Operator (33%)

Beamer Operator (33%)

Head **Loom** Fixer **Loom** Fixer

weaver
Loom Part Repairman
Head Storekeeper

Lab Tester (33%) Machinist

Machinist Millwright Hyster Mechanic

Millwright Apprentice

carpenter

Electronic Technician

Electrician Apprentice

Extrusion Doffer

Extrusion Line Operator

Loom Fixer Weaver

Loom Fixer Supply Clerk

Machinist Apprentice Millwright Apprentice Hyster Mechanic Apprentice

Carpenter Apprentice Electronic Technician Apprentice

Electrician Apprentice

12.17 b) To accede to a "specialized occupation" an employee must first be qualified for the corresponding occupation listed under "Experience required".

"Qualified" means holding or having formerly held,

the occupation through posting, displacement **through** layoff, or having successfully completed the appropriate AMT **training** course.

For AMT training *courses*, preference will be given to employees in the corresponding occupation, except for the following:

Whereby a loom fixer's AMT training course is to be given, only 50% of the corresponding occupation namely the Weavers will be granted preference if other senior employees applies.

In case of layoff, the employee with the least seniority will be displaced and/or laid off, provided the remaining employees have the seniority and are "Qualified", with the exception of Extrusion Doffers, Extrusion Fiber Line Operator, Beamer Operators, and Lab Testers, 33% of the jobs that are needed in these classifications may be displaced by senior employees having the skill and ability to be trained,

- 12.17 c) First order of preference will go by seniority, to **qualified** employees who apply.
- 12.17 d) Second order of preference will go by seniority, to employees who make application and who have the skill and ability to be trained to perform the normal requirements of the occupation.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 The Company will grant a leave of absence without pay:

- a) for one day or less if an employee requests it in writing from his supervisor;
- b) for more than one day if an employee requests it in writing from the management;

Such leave of absence shall not unreasonably interfere with the efficient operation of the plant and **shall** be for good reasons.

- 13.02 Any employee taking courses in a recognized school in order to complete a training program required by the Company, will receive from the Company a reimbursement equal to 100 percent of his weekly salary (excluding the overtime hours and governmental allocation). Example: if the employee's normal weekly salary is \$100.00, and the governmental allocation is \$50.00, the Company will reimburse the sum of \$50.00
- 13.03 An employee who is required to appear in court for jury selectionor jury duty or subpoenaed as a witness, will be paid by the Company for each day lost from work, provided that he endorses to the Company the fees received for acting as a juror and that he reports for work each day on which he is not required for any of the court related functions mentioned herein.

ARTICLE 14 - TEMPORARY OCCUPATIONS AND TRANSFERS

14.01 A temporary transfer is defined to be a transfer from one occupation to another, for a maximum of twenty (20) days. Temporary transfers do not require posting.

An employee so transferred will return to the job he last held

- **An** employee who is temporarily transferredfrom one occupation to another, will be paid the rate of his regular occupation or that of the occupation to which such temporary transfer is effected, whichever is the higher.
- **14.03** Experience acquired by an employee during a temporary transfer, will not be considered for purposes of filling vacancies or access to AMT training.
- **An** employee who accepts to act **as** instructor and trains other production employees will receive a pay premium for the duration of such training, **as** follows:
 - a) 5% of the employee's regular rate for conventional training.
 - b) 10% of the employee's **regular** rate for A.M.T. training.

It is understood that one of the lab testers will be given the opportunity to be trained **to** act **as an** instructor and train other lab testers along with the lab technicians.

ARTICLE15-BULLETINBOARDS

15.01 The Company will provide three (3) bulletin boards, appropriately located, for the posting of Union notices and bulletins which shall be dated and signed before posting, by the Union Chairperson or his designate, or by a Union Representative and the Human Resources Manager.

ARTICLE 16 - CALL IN PAY

An employee who is called in to work after completing his scheduled day or shift and having left the company premises, will be paid for aminimum of four (4) hours at his regular rate or for the hours actually worked at the applicable overtimerate, whichever is greater. However, if the call in falls on a Sunday, the employee will be paid the hours worked at the applicable premium rate and the remaining hours to make up four hours at straight time rate.

ARTICLE 17 - REPORTING TIME PAY

17.01 An employee who reports for work as scheduled, unless notified at his home not to report at least one (1)hour prior to his shift, and for whom no work at his regular occupation is available, shall be offered at least half of his scheduled shift in other work at the employee's current rate of wages, at, at the Company's option, will be paid for the hours as described above in lieu of work. This provision shall not apply if the failure to receive notice was caused by the employee's absence on the previous day or if the failure to provide work is caused by reason of a strike, or other work stoppage, fire, flood, power failure at other like cause outside of the Company's control at the Hawkesbury Mill.

17.02 An employee, at work on a regular working day and for whom no work at his regular occupation is available, shall be offered at least half his scheduled shift in other work at the employee's current rate of wages, or, at the Company's option, will be paid for the hours

as described above in lieu of work. It is understood that the application of the above will not result in paying more than eight (8) hours intotal if on a twelve (12) hours in total if on a twelve (12) hour shift schedule.

ARTICLE18 - BEREAVEMENT PAY

- In the event of the death of a member of an employee's family, the employee will be granted a leave of absence at the time of such death and will be reimbursed for pay necessarily lost from work as follows:
 - a) Four **(4)** consecutive working **days** for spouse, *drild*, father, mother, brother, sister.
 - b) Three (3) consecutiveworking days for father-inlaw, mother-in-law, brother-in-law, sister-in-law, grandmother and grandfather of the employee.
 - c) One (1)working day for son-in-law, daughter-in-law, grandchild, spouse's grandparents.
 - d) The employee's family referred to in this article means his immediate family and the family of his spouse at the time the death occurred.
 - e) Saturdays, Sundays and paid holidays on which the employee is not scheduled to work, are not to be interpreted as an interruption of the consecutiveness of the days in (a) and (b) above.
 - f) The benefit herein will also be payable to an employee on sick leave for whom weekly indemnity

benefits are not payable **as** per article 24.01 (b) if the death occurs during that period.

ARTICLE 19 - VACATION WITH PAY

- 19.01 The Company will give vacation with pay each year to its employees as scheduled in 19.02 below. The vacation year for purposes of time off and pay calculation is the twelve-month period commencingJuly 1st and ending the followingJune 30th.
- 19.02 Vacation pay will be granted to employees on the **following** basis:

EFFECTIVE JANUARY1,1989:

YEARS OF SERVICE	<u>PERCENTAGE</u>	WEEKS OF VACATION
Less than 5 years	4.5% of annual gross earnings	Two (2) weeks
From 5 to 10 years	6.5% of annual gross earnings	Three (3) weeks
From 10 to 15 years	7.0% of annual gross earnings	Three (3) weeks
From 15 and over	9.0% of annual gross earnings	Four (4) weeks

EFFECTIVE JANUARY 1,

AR SERVICE	ERCENTAGE	VACATION
Less than 5 years	4.5% of annual gross earnings	Two (2) weeks
From 5 to 10 years	6.5 % of annual gross earnings	Three (3) weeks
From 10 to 15 years	7.0% of annual gross earnings	Three (3)weeks
From 15 and over	9.5% of annual gross earnings	Four (4) weeks

- 19.03 a) Vacation pay-cheques will be distributed when vacation is taken on the basis of one cheque per vacation week, at the employee's option, for which an employee is entitled to as per the terms spelled out in the article.
 - b) Income tax will not be deducted from the employee's vacation pay; it shall instead be deducted each pay period throughout the year. This will become in effect July Ist, 1990.
 - c) WORKMENS' COMPENSATION BOARD an employee injured at work will receive full vacation pay on the basis of his regular hourly rate of pay annualized or a percentage of his gross earnings, whichever is greater, up to a maximum of twenty-four (24) months.
- 19.04 In the event of the death of an employee, the Company will pay his beneficiary an amount equivalent to the vacation pay to which he would have been entitled as

provided in **this** article, calculated from the date and computation of his previous vacation with pay to the date of **his** death.

- 19.05 If a recognized holiday falls within an employee's vacation period, and such holiday would have been a day off work had the employee not been on vacation, he will receive an additional day off with pay at straighttimerate in the firstweek following his return to work, or work at the applicable overtime rate, at his discretion. The employee must inform his foreman at least three (3) days in advance of his intention.
- 19.06 a) The last two weeks of July will normally be scheduled as general vacation by April 2nd each year.
 - b) Where no general vacation is sheeduled in whole or in part and/or where employees **are** entitled to more **than** two(2) week general vacation, the Company will, as of April 2, canvass all employees in writing as to their individual preference of vacation date(s).
 - Reference of individual choice of vacation date(s) is given by seriority, taking into consideration the production needs.
 - d) The vacation schedule will be finalized by June 1st.

ARTICLE20 - PAID HOLIDAYS

- 20.01 The following paid holidays, namely:
 - December 24
 - December 25 (Christman Day)

- December 26 (Boxing Day)
- December 27
- -December 28
- December 29
- December 30
- December 31
- -Januaryl (New Year's Day)
- January 2
- Labour Day
- Employee's birthday

...shall be celebrated and paid for in the manner hereinafter set forth.

20.02 For each holiday as per article 20.01 above, an employee shall receive holiday pay, equivalent to straight time pay or average incentive earnings as per the following:

eight (8) hours for employees working as per article 26.02 (a) or (b) or (c);

twelve (12) hours for employees on (12) hour shifts, scheduled to work, and if the plant is shutdownand;

for the employee's birthday, for all employees on twelve (12) hours if scheduled to work

In order to be entitled to holiday pay as same related to the holiday periods or any portion thereof, an employee must have completed his probationary period, worked his last regularly scheduled shift immediately preceding the consecutive holiday periods, and his first regularly scheduled shift immediately following the consecutive holiday periods. This re

quirement will be waived if ill or injured and under a doctor's care or if there is a death in the immediate family. The employee will lose one (1) holiday if above requirements are not met.

- 20.03 An hourly employee who works on an observed holiday shall receive in addition to holiday pay, one and one-half times his regular pay or average incentive earnings for such hours worked.
- 20.04 If an employee's birthday falls during his workweek, he will be able or to take the day off with pay or to work at time plus one half at his discretion. The employee must **inform** his foreman at least three (3) days in advance of his intention.
- 20.05 Employees who join the Company will have holiday pay on the basis of one day per month of service in one calendar year.
- 20.06 Employees who leaves the Company, will have holiday pay on the basis of one day per month of service in one calendar year minus what they would already had obtained as the case may be.
- 20.07 Paid holidays may be scheduled between the **parties** each year.

ARTICLE 21 - INJURY AT WORK

- 21.01 An employee injured at work shall be paid his usual rate in full for the day of the accident if he is unable to resume work and does not receive pay from the Worker's Compensation Board for the day in question.
- 21.02 It is agreed and understood that the Company shall

not be responsible for the payment of **such** time, transportation and compensation, which is compensated by the Worker's Compensation **Board.**

- 21.03 In cases of injury at work, accepted by the Worker's Compensation Board, the medicaments prescribed by the doctor will be paid in advance to the employee by the Company and if not reimbursed upon return to work, will be deducted from the employee's pay.
- 21.04 The Company will continue to make every possible effort to provide suitable employment for employees who remain handicapped as a result of sickness or accident. The Union will cooperate fully with the Company to facilitate the rehabilitation of such employees.

ARTICLE22-HEALTH AND SAFETY

- 22.01 A Health and safety Committee shall be established and will meet within the first half of each month for the purpose of discussing matters pertaining to health and safety. This committee may submit to management recommendations concerning the health and safety of the employees. Emergency meetings will be held upon mutual consent of the parties.
- The committee will be composed as follows: Equal representation, three (3) members appointed by the Union and three (3) members appointed by the Company. The **Himen**. Resources Manager and the Union Safety **Chairman** will act as coordinator for meetings, minutes and follow-up for corrective actions. In cases of absence of the appointed members, two substitute members can act as replacements.
- 22.03 Each of the parties hereto will notify the other in

writing as to the names of its appointed members and substitutes. No member or substitute will be recognized until notification is received.

- 22.04 The Company will provide and maintain an adequate first aid station on Company premises.
- 22.05 The parties hereto will ensure compliance with all applicable government statutes and regulations in respect to safety and health.

ARTICLE 23 - OCCUPATION POSTING

23.01 a) Any occupation, when known to be vacant for more than 20 days, that has to be filled and/or AMT training course for expected future occupation vacancies, will be posted for at least 48 hours for operations on three (3)shifts, five (5) days and for seventy-two (72) hours for operations on four (4) shifts, seven (7) days, and interested employees may sign the notice or cause the notice to be signed by proxy (the proxy shall also sign his own name and shall be a union official).

The posting hours will be extended when necessary to ensure all **shifts** see the notice. The Company **will** announce the name of the successful applicant not later than seven (7) calendar days following the posting period.

23.01 b) The nature of the open occupation or AMT training course, will be explained to the successful applicant who will be required to sign his acceptanceor refusal. If he refuses, another candidate from the same posting will be chosen and the same procedure will apply.

The successful applicant **will** be assigned **to** the occupation or **training**, within **a** reasonable **period** of time.

- 23.01 c) Throughout this agreement, the word "promotion" is defined as a transfer to an occupation carrying a higher wage rate. The acronym "AM?" stands for Analytical Method of Training.
- 23.01 d) Except for the initial vacancy in each posting sequence and the four vacancies immediately following in said sequence, all further vacancies in the sequencemay be filled by employees to whom it will be a promotion. This restriction does not apply in connection with day occupations.
- Vacancies that are to exceed twenty (20) days and are caused by the temporary absence of the incumbent employee, will be posted as "temporary", for two posters only.

The employeese transferred will return to the job he last held.

ARTICLE 24 - BENEFITS

- a) The Company will continue to pay during the term of this agreement the total cost of the existing Life Insurance Plan of which the maximum basic withdrawableamount is \$20,000.00, Accidental Death and Dismemberment, Weekly Indemnity Plan, Extended Medical Expense Plan and Retirement Plan and the full cost of the medical Plan (OHIP).
 - b) Effective January 1, 1991, the Weekly Indemnity Plan will be covered as follows:

1 - 04 - 25.

- c) Effective July 1, 1990, the Company will pay 60% of the cost of a **Dertal Plan** and 40% of the cost of the said plan will be paid by the employee.
- d) The Company will continue to pay the PAY **DIRECT DRUG PLAN** and it is understood that the employees will be required to pay \$0.35 for **each** prescription.
- 24.02 It is understood that thebenefit coverage practice with regards to article 12.11 (a) (b) (c) and (d) will remain unchanged.

ARTICLE 25 - SCHEDULE OF WAGES

- 25.01 The rate of wages set forth in the schedule of wages shall be in force throughout the term of this agreement.
- 25.02 Probationary period: Notwithstanding the dispositions of paragraph 25.01 above, it is understood and agreed that the Company has the right to hire new employees and to pay them, at its option, at rates less than standard but not less than the following:

Jan. 01/90 Jan. 01/91 \$10.95/hr. \$11.45/hr.

STARTING RATE:

25.03

- The existing incentive plan and bonuses will remain in effect, unless otherwise mutually agreed between the parties hereto.
- 25.04 The following schedule of wages includes a 4.8% increase effective January 1, 1990 and \$0.50 an hour increase effective January 1, 1991.

25.05 Where the Company intends to modify an existing occupation or introduce a new occupation, the Company will notify the Union in writing at least thirty (30)days prior to implementation.

The parties will meet during the 30-day period for the Company to outline and discuss with the Union all particulars relevant to said occupation. The rate of pay shall be based on Industrial Engineering studies.

At the end of **a** 30-day trial period following implementation, the parties will meet again **to** review the matter.

The new or modified occupation **will** become part of the schedule of wages.

If an agreement is not reached, it will become a topic of discussion at the next negotiations and any increase will apply retroactively to the date of implementation.

SCHEDULE OF WAGES

DEPARTMENT AND OCCUPATION	CONTRACTUAL RATES OF PAY	
	01/01/90	01/01/91
EXTRUSION		
TOWER OPERATOR	\$12.08	\$12.58
FIBER LINEOPERATOR	\$11.86	\$12.36
LINE OPERATOR	\$11.86	\$12.36
SPIN PACK ASSEMBLER	\$11.78	\$12.28
WINDER FIXER	\$11.78	\$12.28
DOFFER	\$11.54	\$12.04
RECLAIM LINE OPERATOR	\$11.54	\$12.04

SCHEDULE OF WAGES

DEPARTMENT AND OCCUPATION		CONTRACTUAL RATES OF PAY	
	01/01/90	01/01/91	
RESIN SUPPLY OPERATOR	\$11.51	\$12.01	
HYSTER DRIVER AND			
SCALE CLERK	\$11.51	\$12.01	
TOWER ASSISTANT	\$11.48	\$11.98	
FIBER COLLECTOR OPERATOR	\$11.48	\$11.98	
CUTTER/BALER/CREELER	\$11.42	\$11.92	
RECLAIM LINE HELPER	\$11.38	\$11.88	
FINISHED MATERIAL HANDLE	R \$11.38	\$11.88	
WINDER AND TWISTER	011 00	*** 00	
OPERATOR UTILITY	\$11.38	\$11.88	
BOBBIN STRIPPER	\$11.33 \$11.33	\$11.83 \$11.83	
DODDIN STRIPPER	\$11.33	\$11.03	
WELLENG			
WEAVING HEAD LOOM FIXER	#19 E2 (DD)	#12 02 (DD)	
LOOM FIXER	\$12.53 (PB) \$12.44 (PB)	\$13.03 (PB)	
LOOM PART REPAIRMAN	\$12.44 (PB) \$12.44 (PB)	4 7	
WEAVER	\$12.44 (PB) \$11.45 (PB)		
TIE-IN MACHINE FIXER	\$11.45 (PB) \$11.95	\$11.95 (FD) \$12.45	
TIE-IN MACHINE OPERATOR	\$11.78	\$12.45 \$12.28	
HYSTER DRIVER & SCALE	\$11.70	\$12.20	
CLERK	\$11.51	\$12.01	
WRAPING CREW	\$11.42	\$11.92	
HAND DRAWING-IN	\$11.38	\$11.88	
LOOM OILER	\$11.36	\$11.86	
LOOM CLEANER	\$11.36	\$11.86	
FILLING HAULER	\$11.33	\$11.83	
CLOTH DOFFER	\$11.33	\$11.83	
UTILITY	\$11.33	\$11.83	

SCHEDULE OF WAGES

DEPARTMENTAND OCCUPATION	CONTRACTUAL RATES OF PAY	
	01/01/90	01/01/91
BEAMING BEAMER OPERATOR CREEL HAND	\$11.51 \$11.33	\$12.01 \$11.83
FINISHING AND FLW COATER OPERATOR FLW OPERATOR HYSTER DRIVER AND SCALE	\$11.78 \$11.78	\$12.28 \$12.28
CLERK COATER HELPER	\$11.51 \$11.48	\$12.01 \$11.98
REROLL OPERATOR OPENER TENDER AND UTILITY	\$11.42 \$11.33	\$11.92 \$11.83
BOARD BUILDER UTILITY	\$11.33 \$11.33	\$11.83 \$11.83
BURLING BURLER CLOTH DOFFER	\$11.33 \$11.33	\$11.83 \$11.83
SHIPPING, RECEIVING AND STORES		
HEAD STOREKEEPER SHIPPER & RECEIVER	\$12.20 \$11.56	\$12.70 \$12.06
SUPPLY CLERK	\$11.42	\$11.92
FINISHED MATERIAL HANDLER	\$11.38	\$11.88

QUALITY CONTROL LAB TESTER	\$11.43	\$11.93
MAINTENANCE MILLWRIGHT MACHINIST HYSTER MECHANIC MILLWRIGHT APPRENTICE CARPENTER HYSTER MECHANIC	\$14.16 \$13.79 \$13.11 \$12.90 \$12.62	\$14.66 \$14.29 \$13.61 \$13.40 \$13.12
APPRENTICE CARPENTER APPRENTICE TRACTOR OPERATOR OILER/GREASER LABOURER JANITOR	\$12.33 \$12.09 \$11.42 \$11.36 \$11.33 \$11.33	\$12.83 \$12.59 \$11.92 \$11.86 \$11.83 \$11.83
ELECTRONICTECHNICIAN ELECTRICIAN ELECTRICIAN APPRENTICE	\$14.83 \$14.37 \$12.91	\$15.33 \$14.87 \$13.41

ARTICLE 26 - HOURS OF WORK AND OVERTIME

- 26.01 The following paragraphs and sections are to define the hours of work and shall not be construed as a guarantee of hours of work or pay.
- 26.02 a) The workweek schedule for day employees shall consist of 40 hours per week, comprised of five eight-hour days from Monday to Friday, 0800 hrs to 1600 hrs.
- 26.02 b) The workweek schedule for rotating shift employees on five (5) days shall consist of forty hours (five eight-

hour days), from Monday to Friday, 0001 hrs to 0800 hrs, 0800 hrs to 1600 hrs, 1600 hrs to 2400 hrs. Employees will rotate weekly.

- 26.02 c) The hours of work for employees on seven (7) days continuous operations shall be scheduled on a four-week cycle comprised of two (2) weeks of 48 hours (four 12-hour Shifts) and two (2) weeks of 36 hours (three 12-hour shifts), 0800 to 2000 hrs., 2000 hrs. to 0800 hrs., in rotation.
- 26.03 The weekly period for pay purposes will commence:
 - a) for eight (8) hour shifts at 0001 hrs on Sunday and end the following Saturday at 2400 hrs.
 - b) for twelve (12) hour shifts at 2000 hrs on Saturday and end the following Saturday at 2000 hrs.
- 26.04 Overtime at the rate of time and one half (1 & 1/2) the employee's regular hourly rate or average incentive earnings (whichever is applicable) shall be paid for:
- 26.04 a) all hours of work performed outside the scheduled hours of work defined in 26.02 (a), (b) and (c) above or outside the employee's scheduledhours (except for all hours of work performed on Sunday), and or
- 26.04 b) all hours of work performed over forty (40) hours within a weekly period as described in 26.03 above.
- 26.05 Overtime premiums shall not be paid **more** than **once** for any hour worked, and there shall **be** no pyramiding of overtime.

- 26.06 For purposes of computing overtime, a work day is defined as the 24-hour period calculated from the time an employee's shift commences and "average incentive earnings" is calculated by totalling the incentive earnings over the four previous workweeks and dividing by the hours actually worked on incentive during that period.
- 26.07 Employees on 8-hour shifts shall have a 30-minute paid meal time to be taken near the mid-point of the shift and employees on 12-hourshifts shall have two 30-minute paid meal times, one to be taken near the first quarter-point of the shift and the other to be taken no more than five consecutive hours later in keeping with the established practice as may be revised from time to time with consultation between the parties.
- 26.08 Any employee unable to report for work or reporting for work after a leave of absence, must advise the department supervisor at least one hour before the commencement of his scheduled shift.
- **26.09** a) Voluntary overtime may be required on any given occupation and if **so**, will be distributed **as** equitably as possible, first among employees within the occupation requiring the overtime, secondly among other qualified employees who make themselves available, in accordance **with** the following:
 - 1 The Company will maintain records of all overtime hours worked as well as overtime hours offered to but declined, by each employee. These records will be posted weekly in their respective departments.

- 2- **An** employee may limithis overtime to 4 hours on any day and no employee **will** work more than 16 hours any day
- 3- Overtime requirements will be offered to employees having the least overtime hours to their credit; where 2 or more employees have the same amount of overtime credits, the most senior employees will be canvassed first.
- 4- The Company will normally canvassemployees on company premises. Where employees are canvassed by telephone, a Union official will bear witness to the telephone calls for which there is no answer. The employeesmust accept or decline the overtime immediately upon being canvassed.
- 5- Upon a temporary or permanent transfer from one occupation to another throughjob posting or displacement, an employee will be credited with the highest number of overtime hours in the occupation he transfers to. The same applies to a new employee and to an employee returning to work after an absence exceeding 4 consecutive weeks.
- 6- For Saturday and Sunday overtime requirements, employees will be canvassed on the basis of their overtime credit status as of Tuesday 0800 hours immediately preceding. The Company will post the resulting scheduleno later than Thursday 1200 hours of the same week. There will be no change made to the schedule except that any employee cancelling or not reporting may be replaced.

- 7- Overtime outside occupation: Where the number of employeeswho accept overtime within the occupation is insufficient to filfill the requirements, the overtime will be offered by means of monthly posters to employees outside the occupation and will be distributed as fairly as possible among the employees who sign the poster and who are in the department where the overtime is required. The employees must be qualified to perform the work. "Qualified", for overtime purposes only, means having performed the work through successful bidding on a job posting or through displacement or through AMT training or through having done the work on overtime basis. "Department" is as defined in article 5.01 (b).
- 8- In the event of a grievance on overtime distribution being resolved in favour of the grievor, he will be given an opportunity to work the overtime hours settled for on the occupation "when needed" to which the claim is related, within 7 days from the grievance settlement date, failing which he will be paid for such hours by the next regular pay day. If such opportunity is declined, the grievance will be considered as settled.

In the event that the overtime work is not available on the occupation to **which** the grievance is related, the employee is **free** to accept **the** alternative of working the overtime hours on another occupation which will then constitute settlement of his *claim*.

- 26.09 b) In cases of emergencies where there are not volunteers, employees may be required to work overtime. In such cases, the least senior employee on the occupation will be required to work overtime. However, no employee shall be required to perform more than 4 hours of work in addition to an eight-hour shift and not more than 12 hours of work in excess of their regular scheduled workweek.
- **26.10** When operations permit, employees will have smoking privilege according to rules established.

ARTICLE 27 - SHIFT PREMIUM

27.01 A premium of \$0.25 an hour will be paid for work performed between 1600 hours and 2400 hours and a premium of \$0.35 an hour will be paid for work performed between 0001 hour and 0800 hours. Arift premiums will not be included in calculating overtime.

ARTICLE 28 - SATURDAYPREMIUM

- 28.01 A premium of \$1.00 per hour will be paid for Saturday work performed by employees working on a sevenday rotating shift.
- 28.02 Effective January 1, 1991, the Saturday premium will be increased from \$1.00 per hour to \$1.25 per hour.

Saturday premium will not be included in calculating overtime.

ARTICLE 29 - SUNDAY PREMIUM

29.01 A premium of one half (1/2) time the employee's regular hourly rate or average incentive earnings (whichever is applicable) shall be paid for all work performed on Sundays (i.e. 0001 hour Sunday to 2400 hours Sunday).

ARTICLE 30 - DISCRIMINATION

30.01 There will be no discrimination exercised in any manner by either the Union or **the** Company towards any employees. To **this end**, the parties **hereto** will ensure compliance with government statutes and regulations in respect of **human** rights.

ARTICLE31 - CORRESPONDENCE

31.01 Official communication by correspondence between the Company and the Union will be in the English language, carried out by registered mail as follows:

TO THE COMPANY:

1 copy - Human Resources Manager
AMOCO FABRICS AND FIBERS LTD.
1423 Cameron Street
Hawkesbury, Ontario
K6A 2B9



TO THE UNION:

1 copy - Plant Union President **IWA - Canada** Hawkesbury, Ontario

1 copyIocal Representative
IWA - Canada
Box 772,
Fart Coulonge, Que.
IOX 1V0

ARTICLE32 - OFFICIAL LANGUAGE

32.01 The parties will maintain the practice of Communicating in either **or** both official languages as a matter of practicality and courtesy.

The English version will continue to prevail as the official basis for interpretation of this agreement.

ARTICLE33 - TERMINATION

This agreement shall remain in force from the date hereof urtil December 31, 1991 and shall continue in force from year to year thereafter unless in any year not more than ninety days, and not less than sixty days, before the date of its termination, either party shall furnish the other with notice of termination or proposed revision of this agreement. In the event a new agreement has not been entered into at theexpiry of this agreement, the terms and provisions of this agreement shall remain in force until a new agreement is reached or the conciliation procedures as set out in

the Ontario Labour Relations Act are exhausted whichever shall first occur.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the date and year first above written.

FOR THE COMPANY FOR THE UNION

I.G. Lacombe	R. Morris
B.W. Gagnon	G.O. Lapensée
G. Joly	Y. Rochon
M.G. Ménard	G. Charbonneau
	G. Crete
	M. McCarter



Amoco Fabrics and Fibers Ltd. Tissus et Fibres d'Amoco Ltée

1423 Cameron St. - rue Carperon hawkedgay - Ont - Canada, KGA 289 felor - 95 839500 - Tel. - (613) 632 4191

LETTER OF UNDERSTANDING

BETWEEN:

AMOOD FARRICS AND FIRERS LTD.

and

I.W.A. CANADA AND ITS LOCAL 1-1000

me parties agree to the following:

- 1) The Company will continue the existing practice in regards to any rebates paid to the Company from the vending machines.
- 2) The Company will supply an office to be used by the Union Chairperson who will be granted time off when the need arises after obtaining permission from the Ruman Resources Manager.
- 3) me Company will pay a subsidy of \$5.00 towards the cost of a meal to any employee who is called upon to work four (4) hours or more consecutive to his shift.
- 4) The Company will pay the cost up to a maximum of \$65.00 per year effective at the date of ratification and \$70.00 per year effective January 1.91, towards the purchase of CSA approved footwear for each employee upon submission of a voucher proof of purchase. It is understood that a carry over of one year can be initiated by the employee.

cont'd P/2



'DO IT RIGHT THE FIRST TIME. AND EVERY TIME"



Amoco Fabrics and Fibers Ltd. Tissus et Fibres d'Amoco Ltée

1423 Cameron St., Frue Cameron Hawkeshury, Ont., Canarla, K5A 289 Telex 05:839500 Tel., (613) 632-4191

Page 2

Letter of Understanding

Amoco/I.W.A.

me parties have signed this letter of understanding on April 17, 1990.

FOR THE COMPANY	FOR THE UNION	
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Amoco Fabrics and Fibers Ltd. Tissus et Fibres d'Amoco Ltés

1423 Cameron St. / rue Cameron Hewkesbury, Ont., Canada, KGA 289 Telax. 06-839800 Tel.; (613) 532-4191

LETTER OF UNDERSTANDING

BETWEEN:

AMOCO FARRICS AND FIBERS LTD.

-

T.W.A. CANADA AND ITS LOCAL 1-1000

The parties agreed to the following on April 27, 1988 and the following is an extension to the time required to resolve the matter.

- Any employee residing in the Province of Quebec will be given each year a cheque in the amount equivalent to the premium paid for the medical CHIP plan, had he been residing in the Province of Orbatic.
- 2) In the event that the amounts of premiums paid by the Company for the medical OHTP plan are reduced by virtue of legislative action or any other cause, the amount of the savinge, thus realized, will be applied to such other employees herefits as may be agreed upon between the parties. Pending agreement, the amounts of savings will be paid directly to the employees.
- The parties have signed this letter of understanding on April 17, 1990.

FOR THE COMPANY	FOR THE UNION
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"DO IT RIGHT THE FIRST TIME, AND EVERY TIME