

**COLLECTIVE AGREEMENT**  
**(signed November 1968)**

SOURCE			
EFF.			
TRIM.			
No. OF EMPLOYEES			
NOMBRE D'EMPLOYES			

between



**AMOCO FABRICS AND FIBERS LTD.**  
**(hereinafter called the "Company")**

*and*



**IWA - CANADA, C.L.C.**  
**LOCAL 1000**

**(hereinafter called the "Union")**

0085707

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## **ARTICLE 1 - PURPOSE**

- 1.01 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 singular 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.

### **ARTICLE 3 - RELATIONSHIP**

- 3.01 Each employee shall, as a condition of employment, maintain his membership in the Union for the duration of 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, moneys 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.

(b) Union dues will be deducted weekly and any deduction which is missed will be made in the next pay period.

(c) The Union will 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 of departments and divisions of operation; prescribe the work to be performed in each occupation and occupation classification; determine the general requirements, standards and qualifications necessary 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; subcontract work (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 forth, the Company therefore retaining all rights not otherwise specifically covered by this agreement.

## **ARTICLE 5** **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 (except Beaming (Production) and Weaving (Production), one steward for both departments per shift)

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 shall not be required to recognize any such steward or chairman until it has been so notified.

(b) Departments as referred to in this article are for purposes of steward representation, overtime and article 12.09 as follows:

Extrusion, Melt Spin, O.E.S.	- (Production)
Beaming	- (Production)
Weaving	- (Production)
Finishing	- (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.
- (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 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.

5.05 (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.

(b) The Union Grievance Committee will consist of not more than four (4) employees. The steward involved with the grievance will 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.

(c) The incentive committee will consist of not more than 3 union representatives plus the union plant chairman and 3 company representatives plus the Human Resources Manager.

Employees who are members of this committee will be granted time off to attend meetings without loss of pay.

The purpose of this committee is to improve proper communications and discuss in advance possible major changes affecting the incentive plan and/or employees working on incentive.

It is understood that following the discussions, the final decision remains a management right.

(d) The canteen committee will consist of not more than two (2) union representatives plus the union plant chairman and two (2) company representatives.

Employees who are members of this committee will be granted time off to attend meetings without loss of pay.

The purpose of this committee is to handle employee complaints and suggestions relative

to vending machine services.

It is understood that following the discussions, the final decision remains a management right.

- 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.

## **ARTICLE 6**

### **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 possible.
- (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** - An employee having a complaint should discuss it with his foreman first, accompanied by his Union Steward or a Union Grievance Committee member. If no settlement is reached, the matter may be formalized as a grievance and dealt with as follows.

**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:

**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 and Department Head 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 either party.

The Human Resources Manager will render his decision in writing 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 employee may be presented directly at Step No. 2, listing the names of the grievors.

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- 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 persons or 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 final 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**

**8.01** 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 circumstances giving rise to the grievance and the Union Grievance Committee shall meet 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 his probationary period who has been unjustly suspended 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 forty-five (45) 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 off or terminated, without recourse to the grievance procedure.

After completing his probationary period a new employee will have 4 hours paid by the company to be spent with the Union Plant Chairman or the Union Committee.

(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) full 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.

(b) Thereafter, subject to 12.17, the employee with the least seniority will be displaced or laid off, provided the remaining employees have the skill and ability to perform or to be trained to perform the work available. Any employee, being disqualified on the job that he bumped, will be given another bump. If the employee is disqualified again, he will be laid off.

Employees using their bumping rights will be explained the jobs available and will be required to sign their acceptance to which occupation they will bump into.

(c) Employees displacing other ones will displace the least senior employee in the occupation chosen, except for day shift jobs. If a day job becomes deleted, the employee will be able to use his seniority to, or displace within his own occupation or displace on other occupations subject to 12.17, whichever he prefers.

(d) Employees displaced will go back in the occupation from which they were first displaced if the occupation becomes available

for more than 20 workdays.

When an occupation becomes available for less than 20 workdays, the Company will at its discretion, either return the employee to his own occupation or leave him on the occupation he bumped into. If a less senior employee is assigned to the occupation, the most senior employee will be compensated for the difference in pay for all days in excess of ten (10) days. Article 12.06(d) must be exhausted before other articles may be applied.

When the employee returns to his own occupation for less than 20 workdays, he will return to the occupation and shift he last bumped into.

Any employee, who is being trained, will not return to his own occupation unless the occupation becomes available for more than 20 workdays. This employee will be paid the rate of his job or the job he is being trained on, whichever is the greater.

However, if the employee bids successfully on an occupation vacancy, the above will not apply.

Employees will retain their posted job for three months after beginning a layoff. In the case of a complete plant shutdown, employees will

retain their posted job until they return to work.

- 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 an employee on a leave of absence.
- 12.08 Employees on layoff will be recalled by seniority, provided they have the skill and ability to perform or to be trained to perform the work available, except in cases of recalls of less than 20 workdays in occupations subject to 12.17.
- 12.09 Having regard to short term layoff not exceeding 5 regular working days, the employee having the least seniority in the department, on the shift concerned shall be sent home provided that the remaining employees have the skill 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) full regular working days, the Company will notify them by registered mail or telegram allowing seven (7) calendar

days to report to 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 absence due 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 a non-bargaining unit job with the Company or the Union for a period of time equal to his seniority, up to a maximum of two (2) years and thereafter, he will maintain it. The employee returning to the bargaining unit will replace the least senior employee in the plant subject to 12.17.

(e) An employee, if he so desires, can maintain his rights to return to the bargaining unit as described in 12.11 (d) providing he continues to pay an amount equal to the

amount of union dues.

**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 fourteen full 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 absence unless 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 three (3) full working days without notifying the Company.

(h) retires.

- 12.13 An up-to-date seniority list will be supplied by the Company to the Union, each committee member and each steward, and posted on the bulletin boards, in January and July of each year and prior to any layoffs.
- 12.14 It shall be the duty of each employee to notify the Human Resources Department promptly of any change in address, telephone number, marital status and dependents. 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 arise from it.
- 12.15 An employee's return to work from sick leave exceeding three (3) consecutive scheduled work 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 the reason for such a request and notifies the Union committee;

(b) pays all ~~costs~~ related to such examination;

(c) pays all time spent by the employee in connection with said examination, on the same basis as time worked.

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

**SPECIALIZED  
OCCUPATIONS**

**EXPERIENCE  
REQUIRED**

O.E.S. Fixer

Extrusion Line Operator

Extrusion Doffer (50%)

Extrusion Tower Operator

Extrusion Fiber Line Operator (50%)

Card Operator (50%)

Beamer Operator (50%)

Head Loom Fixer

Loom Fixer

Tie-In Machine Fixer

Tie-In Machine Operator (50%)

Weaver

Loom Part Repairman

Extrusion Doffer

Loom Fixer

Weaver

Tie-In Machine  
Operator

Loom Fixer

**SPECIALIZED  
OCCUPATIONS**

Head Storekeeper

Lab Tester (50%)

Machinist

Millwright

Hyster Mechanic

Millwright Apprentice

Electronic Technician

Electrician

Lead Hand

**EXPERIENCE  
REQUIRED**

Supply Clerk

Millwright

Apprentice

Elect. Tech.

Apprentice

Electrician

Apprentice

(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 apply.

The less senior employee having successfully completed specialized occupations training course will have to fill, if necessary, a job vacancy for which he had been trained, not voluntarily filled by 'Qualified Employees'.

(c) First order of preference will go by seniority, to qualified employees who apply.

(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.

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 Operators, Card Operators, Beamer Operators, Tie-in Machine Operators and Lab Testers, 50% of the jobs that are needed in these classifications may be displaced by senior employees having the skill and ability to be trained.

If there is an odd number of jobs in one of

these classifications the 50% rule will alternate over time between 50% plus one job and 50% less one job which may be displaced by senior employees having the skill and ability to be trained.

(e) Whenever necessary to do so, the Company will be able to fill a "Lead Hand" occupation(s) through the mill. In selecting employees to fill a "Lead Hand" occupation, the Company will take into consideration the employee's experience, skills and abilities to perform such work. If these criteria are equal amongst more than one candidate, seniority will prevail in filling a "Lead Hand" occupation.

The "Lead Hand" rate of pay will be 10% above the employee's rate of pay or 10% above the rate of the highest paid employee under the "Lead Hand" supervision, whichever is greater.

An employee removed from a "Lead Hand" occupation, will go back to the occupation he had immediately preceding his promotion to the "Lead Hand" 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 selection or 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. The employee must also supply to the Company written proof that he is required to appear in court for jury **selection** or

jury duty or that he is subpoenaed as a witness.

**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.
- 14.02 An employee who is temporarily transferred from 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.
- 14.04 In selecting employees to act as instructors, the Company will take into consideration their skills and abilities to perform such work. If these criteria are equal amongst more than one candidate, seniority will prevail in selecting a candidate to act as instructor.

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 AMT training and specialized occupations with the exception of the trade jobs for which a training period is not to exceed four (4) weeks. Preference will be given to bargaining unit employees for training.

### **ARTICLE 15** **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. A specific area will be designated on the bulletin boards for the purpose of posting Union notices.

### **ARTICLE 16 - CALL IN PAY**

- 16.01 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 a minimum of four (4) hours at his regular rate or for the hours actually worked at the applicable overtime rate, 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 (4) hours at straight time rate.

### **ARTICLE 17** **REPORTING TIME PAY**

- 17.01 An employee who reports for work as scheduled and or on scheduled overtime, 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, or, 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 or other like cause outside of the Company's control at the Hawkesbury Mill.
- 17.02 An employee, at work on a regular working

day or scheduled overtime 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 in total if on an eight (8) hour shift schedule or twelve (12) hours in total if on a twelve (12) hour shift schedule.

## **ARTICLE 18**

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**18.01** 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, child, father, mother, brother, sister.

(b) Three (3) consecutive working days for father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother and grandfather of the employee.

(c) Two (2) working days 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), (b) and (c) 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.

(g) An employee on vacation will be given their days after the conclusion **of** their vacation period. Time frame is to include the day of the funeral.

## **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 commencing July 1<sup>st</sup> and ending the

following June 30th.

- 19.02** Vacation pay will be granted to employees on the following basis:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>	<u>WEEKS OF VACATION</u>
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 paycheques 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 1st, 1990.

(c) WORKMEN'S 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 twelve (12) months.

(d) Any employee not at work at the time of the shutdown will have his vacation time off at a later date during the vacation year by mutual agreement provided he is, when the shutdown takes place, under the Workmen's Compensation or the company Metropolitan sickness program. It is understood that if the employee has exhausted the time period under the Metropolitan sickness program and he is still away for the same sickness, he will be eligible for above time off on the same basis.

**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 straight time rate at the employee's option and prior to December 31st of the current calendar year, 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 of each year.

The Company will determine the number of maintenance employees who will be required to work during the general vacation shutdown by April 2nd of each year.

If there is not enough volunteers, the less senior qualified employees in the department will be required to work and they will take their vacation at a later date. Maintenance schedule is to be finalized by June 1st.

(b) Where no general vacation is scheduled in whole or in part and/or where employees are entitled to more than two (2) weeks general vacation, the Company will, as of April 2nd, canvass all employees in writing **as** to their individual preference of vacation **date(s)**. Employees, eligible to a fourth week of vacation, will be permitted to split it in days (5 working days for employees working as per article 26.02(a) or (b), and 4 working days **for** employees on continuous twelve (12) hours shift operations as per article 26.02(c)), providing they give proper notice and the said

days are not tied to existing vacation or Christmas statutory holiday periods.

(c) Preference of individual choice of vacation date(s) is given by seniority, taking into consideration the production needs.

(d) The vacation schedule will be finalized by June 1st.

## **ARTICLE 20** **PAID HOLIDAYS**

20.01 The following paid holidays, namely:

- December 24
- December 25 (Christmas Day)
- December 26 (Boxing Day)
- December 27
- December 28
- December 29
- December 30
- December 31
- January 1 (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 on the basis of one day per month for which he has been on twelve (12) hour shifts to a maximum of five (5) twelve (12) hours and five (5) eight (8) hours; if the employee is scheduled to work on twelve (12) hour shifts at the end of the year, he will get the maximum of five (5) twelve (12) hours and five (5) eight (8) hours;
- for the employee's birthday, for all employees on twelve (12) hour shifts, 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 requirement 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 to take the day off with pay or to work at time plus one half at his discretion. The employee will also be able to move his birthday to another day to be taken off within the same week. The employee must inform his foreman at least three (3) days in advance of his intention. It is understood that if the employee chooses to move his birthday, he will be paid straight time for the regular hours worked on his birthday.

**If** an employee's birthday falls during the plant shutdown, he will be able to move his birthday to another day to be taken off or work it at time plus one half. The employee must inform his foreman of his intention at least three (3) days prior to the shutdown.

It is understood that if he chooses to take time off, it has to be within a three (3) month period from the plant shutdown.

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 leave 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 have obtained as the case may be.

20.07 Paid holidays and a period of at least fourteen (14) calendar days off at Christmas time will 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 Workmen'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 Workmen's Compensation Board.

21.03 In cases of injury at work, accepted by the Workmen'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.

## **ARTICLE 22** **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.
- 22.02 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 Health and Safety Coordinator and the Union Safety Chairman will act as coordinators 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.
- 22.06** A copy of all documentation pertaining to health and safety will be distributed to the Union Safety Chairperson.
- 22.07** The Company will recognize the employee appointed or elected by the Union as their W.C.B. representative, and the Union will notify the Company in writing as of the name of the representative.
- 22.08** The Company will recognize one Health & Safety representative per department (except Beaming-Weaving one for both) per shift.

**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.

(b) The nature of the open occupation or AMT training course will be explained to the successful applicant who will be required to sign, when explained, his acceptance or refusal. If he refuses or is disqualified, 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.

It is agreed that if an employee is disqualified after a reasonable training period, he will return to the position last held.

(c) Throughout this agreement, the word "promotion" is defined as a transfer to an occupation carrying a higher wage rate. The acronym "AMT" stands for Analytical Method of Training.

(d) Except for the initial vacancy in each posting sequence and the four vacancies immediately following in said sequence, all further vacancies in the sequence may be filled by employees to whom it will be a promotion. This restriction does not apply in connection with day occupations.

(e) An employee who has successfully bid for a demotion or lateral transfer will not be considered for another similar bid for a period of six (6) months from the effective date of such demotion or lateral transfer. This restriction does not apply in connection with day occupations.

23.02 Vacancies, including the positions of lead hand and plant chairman, that are to exceed twenty (20) days and are caused by the temporary absence of the incumbent employee, if needed to be filled, will be posted as "temporary" for two (2) posters only. The

employee so transferred will return to the job and shift he last held.

- 23.03 In a situation where we have shift work occupations, and where we will need to add an employee to create a day job, we will first post for candidates to fill the opening and will specify on the poster that a day job will be allocated.

Then, after the selection of the successful applicant is complete, we will offer, by seniority, the day job among the employees on the said occupation.

#### **ARTICLE 24 - BENEFITS**

- 24.01 (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 basis withdrawable amount is \$25,000.00, Accidental Death and Dismemberment, Weekly Indemnity Plan, Extended Medical Expense Plan and Retirement Plan and the full cost of the medical Health Tax Plan.

(b) Effective January 1, 1994, the Weekly Indemnity Plan will be covered as follows:

1-04-25.

Employees working on the 12-hour 7-day

schedule will be paid at the average hours of **47** hours per week when calculation of their Weekly Indemnity benefit is being submitted. The Weekly Indemnity Plan shall also include coverage for first day outpatient care admissions.

(c) Effective January 1, 1994, the Company will pay 60% of the cost of a Dental Plan and 40% of the cost of the said plan will be paid by the employee.

(d) Effective January 1, 1997, the Company will continue to pay the PAY DIRECT DRUG PLAN, and the said plan will have no Lifetime Maximum. It is also understood that the employees will be required to pay **\$2.00** for each prescription.

In cases of lay off, the Medical card for prescription will be maintained for a minimum of two (2) full months plus the remainder of the month in which the employee is laid off.

**24.02** It is understood that the benefit coverage practice with regards to article 12.11(a), (b), (c) and (d) will remain unchanged.

## **ARTICLE 25** **SCHEDULE OF WAGES**

**25.01** The fate 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:

**STARTING RATE**

<b><u>Jan. 1, 1997</u></b>	<b><u>Jan. 1, 1998</u></b>	<b><u>Jan. 1, 1999</u></b>
\$12.58	\$12.89	\$13.15

- 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. is from January 1, 1997 to December 31, 1999.

General basic wage increases will be granted as follows:

January 1, 1997:	2%
January 1, 1998:	2.5%
January 1, 1999:	2%

- 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 the particulars relevant to said occupation. The rate of pay shall be based on Industrial Engineering studies.

If it is found that the employee is not able to perform the modified job, he will be given the right to displace.

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.

<b><u>Department and occupation</u></b>	<b><u>01/01/97</u></b>	<b><u>01/01/98</u></b>	<b><u>01/01/99</u></b>
<b><u>EXTRUSION</u></b>			
O.E.S./Winder			
Fixer	14.35	14.71	15.00
Tower/Fiber Line			
Operator	13.82	14.17	14.45
Line Operator	13.58	13.92	14.20
Card Operator	13.40	13.74	14.02
Doffer	13.23	13.56	13.83
Spinner Operator	13.23	13.56	13.83
Reclaim Line			
Operator	13.23	13.56	13.83
Resin Supply			
Operator	13.20	13.53	13.80
Hyster Driver and			
Scale Clerk	13.20	13.53	13.80
Reclaim Line			
Helper	13.06	13.39	13.66
Finished Material			
Handler	13.06	13.39	13.66
Bobbin Stripper	13.01	13.34	13.61

<b><u>Department and occupation</u></b>	<b><u>91/01/97</u></b>	<b><u>01/01/98</u></b>	<b><u>01/01/99</u></b>
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**WEAVING**

Head Loom Fixer	14.32 PB	14.68 PB	14.97 PB
Loom Fixer	14.22 PB	14.58 PB	14.87 PB
Loom Part Repairman	14.22 PB	14.58 PB	14.87 PB
Weaver	13.13 PB	13.46 PB	13.73 PB
Tie-in Machine Fixer	13.67	14.01	14.29
Tie-In Machine Operator	13.49	13.83	14.11
Warping Crew	13.10	13.43	13.70
Hand Drawing-In and Burler	13.10	13.43	13.70
Loom Oiler	13.04	13.37	13.64
Loom Cleaner	13.04	13.37	13.64
Filling Hauler	13.01	13.34	13.61
Cloth Doffer	13.20	13.53	13.80

**BEAMING**

Beamer Operator	13.49	13.83	14.11
Creel Hand	13.01	13.34	13.61

**FINISHING**

Reroll Operator/Burler	13.20	13.53	13.80
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<b><u>Department and occupation</u></b>	<b><u>01/01/97</u></b>	<b><u>01/01/98</u></b>	<b><u>01/01/99</u></b>
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**SHIPPING, RECEIVING  
AND STORES**

Shipper and Receiver	13.25	13.58	13.85
Supply Clerk	13.49	13.83	14.11
Finished Material Handler	13.06	13.39	13.66

**QUALITY CONTROL**

Lab Tester	13.49	13.83	14.11
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**MAINTENANCE**

Millwright	16.11	16.51	16.84
Machinist	15.70	16.09	16.41
Hyster Mechanic	14.95	15.32	15.63
Millwright Apprentice	14.72	15.09	15.39
Building & Grounds Maintainer	14.41	14.77	15.07
Janitor	13.01	13.34	13.61
Electronic Technician	16.84	17.26	17.61
Electrician	16.34	16.75	17.09
Electrician Apprentice	14.73	15.10	15.40

**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.

(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.

(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.

(d) In special circumstances, for economic reasons, the Company can operate on fixed shifts when we need less than 24 hours per day coverage. Prior to doing so, the Union will

be informed and the affected employees will have the choice of staying on their occupation or use their bumping rights.

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 and 1/2) the employee's regular hourly rate or average incentive earnings (whichever is applicable) shall be paid for:

(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 scheduled hours (except for all hours of work performed on Sunday), and or

(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 totaling 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-hour shifts 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 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 and department they are working in 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. A representative of the Company and of the Union will meet monthly to ensure that overtime is distributed as equitably as possible. Employees will sign a poster monthly indicating whether they want to work overtime in their occupation and outside their occupation. Employees who do not sign to **do** overtime during a month will be credited the maximum number of overtime hours done on that occupation during the month. All overtime paid and worked will be recorded (example: ISO, Inventory, etc.).
2. An employee may limit his 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 canvass employees on Company premises and the said employees will have to sign their acceptance or refusal to do the overtime immediately upon being canvassed.

Where employees cannot be canvassed on Company premises, they will be canvassed by telephone and will accept or decline to do overtime immediately upon being canvassed.

5. Upon a temporary or permanent transfer from one occupation to another through job posting or displacement, an employee will be credited with the average 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 schedule no later than Thursday 1200 hours of the same week. There will be no change made to the schedule except that any employee canceling or not reporting may be replaced.

7. Overtime outside occupation: Where the number of employees who accept overtime within the occupation is insufficient to fulfill 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. If there is no qualified candidate within the occupation and department, the same procedure will apply plantwide. 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 10 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.

(b) In cases of emergencies where there are no 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 their regular 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 privileges according to rules established.

### **ARTICLE 27** **SHIFT PREMIUM**

27.01 A premium of \$0.30 an hour will be paid for work performed between 1600 hours and 2400 hours and a premium of \$0.40 an hour will be paid for work performed between 0001 hour and 0800 hours. It is understood that the above applies also to the twelve (12) hour shift. Shift premiums will not be included in calculating overtime.

**ARTICLE 28**  
**SATURDAY PREMIUM**

- 28.01 A premium of \$1.25 per hour will be paid for Saturday work performed by employees working on a seven-day rotating shift.

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).

**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.

**ARTICLE 31**  
**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 copy)**

Local Representative  
IWA - Canada  
Box 879  
Fort Coulonge, Que.  
J0X 1V0



**ARTICLE 32**  
**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.

**ARTICLE 33 - DURATION**

- 33.01 This agreement shall remain in force from the date hereof until December 31, 1999 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 the expiration 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, which 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

<u>Law P. H.</u>	<u>Roger Davis</u>
<u>Nicholas J. Lalonde</u>	<u>Sergeant</u>
<u>Engr. Sawley</u>	<u>Director</u>
<u>Vicker J.</u>	<u>Committee</u>
<u>Alabans</u>	<u>Chairman</u>
	<u>Richard McCarter</u>

November 5, 1997



**LETTER OF UNDERSTANDING**  
between  
**AMOCO FABRICS AND FIBERS LTD.**  
and  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

At ratification date, the following letters of understanding, namely...

- Grievance Committee members pay on off days
- Understanding of existing incentive plan
- Vending machines rebates
- Office to be used by union chairperson
- Cost of meal subsidy
- Purchase of CSA footwear and/or working clothes
- Education fund
- Shutdown in whole or in part of a department articles 12.06(a), 12.06(b) and 12.09
- Statutory holidays move forward - Jan. 1 and 2
- RRSP McKenzie
- Plant chairman release from normal job duties
- Employees birthday re UIC
- Health and safety chairperson
- Dental benefits
- Pension plan booklet
- Weavers job load - AMT and Union logo
- Workers Mourning Day
- Pregnant employees
- Flexibility for partial plant operation

- Group RRSP
- Severance pay provision

...are valid and approved, as per copies included, for the duration of this agreement.

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**

*[Signature]*  
Michael J. Lalonde  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**LETTER OF UNDERSTANDING**  
between  
**AMOCO FABRICS AND FIBERS LTD.**  
and  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

The grievance and negotiation committee members will receive eight (8) hours pay at straight time for meetings taking place on off days.

**LETTER OF UNDERSTANDING**  
between  
**AMOCO FABRICS AND FIBERS LTD.**  
a n d  
**IWA - CANADA, C.L.C. - LOCAL 1000**

the parties agree to the following:

To improve the understanding of the existing incentive plan, the Company will include in the training process education sessions for each new trainee so that, when trained, they understand the mechanics of their future pay calculations.

**LETTER OF UNDERSTANDING**  
**between**  
**AMOCO FABRICS AND FIBERS LTD.**  
**a n d**  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The 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 Human Resources Manager.
3. The Company will pay a subsidy of \$5.00 towards the cost of a meal to any employee who is asked and accepts to continue working for four (4) hours or more consecutive to his shift.

**LETTER OF UNDERSTANDING**  
between  
**AMOCO FABRICS AND FIBERS LTD.**  
a n d  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

The Company will pay, each year, \$85.00 towards the purchase of CSA approved footwear and or working clothes for each employee. a cheque will be given for that purpose to each employee covered by the collective agreement, paid in December of each year for the following year (paid in December 1997 for the 1998 year).

**LETTER OF UNDERSTANDING**  
**between**  
**AMOCO FABRICS AND FIBERS LTD.**  
**a n d**  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

It is understood that effective January 1, 1997, the Company will pay for the duration of this agreement, two cents (\$0.02) per monthly payroll hour, January 1, 1998, 2.5 cents (\$0.025) per monthly payroll hour and January 1, 1999, three cents (\$0.03) per monthly payroll hour and this amount is to be remitted to the Union as per article 3.03(a) of the collective agreement.

IN  
between  
**AMOCO FABRICS AND FIBERS LTD.**  
a n d  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

The conditions described in this letter are for the duration of this collective agreement and will be outside the conditions of article 12.06(a), 12.06(b) and 12.09.

This procedure will be used when the company has to shut down a department, in whole or in part.

In case of displacement not exceeding 20 regular workdays, employees will have **preference**, by seniority, to the jobs created by the Company. This will be considered a temporary transfer and the employee will be paid the rate of his regular occupation or that of the occupation chosen, whichever is greater.

In case of layoff not exceeding 20 regular workdays, employees affected will have the preference, by seniority, to bump or accept Me layoff, provided that the employee has the skill and ability to perform the work available except where an employee will be laid off and



a less senior employee remains, then the employee with the skill and ability will be trained to do the remaining occupation subject to 12.17. Any senior employee accepting the layoff will have his benefits continued for the duration of the layoff.

The above time limit may be extended by mutual agreement of the parties.

**LETTER OF UNDERSTANDING**  
**between**  
**AMOCO FABRICS AND FIBERS LTD.**  
**a n d**  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

1. For pay purposes only, the statutory holidays of January 1 and 2, for each year of the agreement, will be moved forward to December so that the employees get all of their statutory holidays paid together.
2. A paycheque with proper deductions, as if it was two separate cheques, will be given to each eligible employee before the applicable Christmas period.

**LETTER OF UNDERSTANDING**  
**between**  
**AMOCO FABRICS AND FIBERS LTD.**  
**and**  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

The Company will remit directly to the Mckenzie firm ~~the~~ RRSP deductions made as per the employees instructions.

**LETTER OF UNDERSTANDING**  
between  
**AMOCO FABRICS AND FIBERS LTD.**  
and  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

Abnormal business conditions have given cause to release plant chairman from his normal job duties during his full shift to work on mutually beneficial resolutions. He will be paid at his job title basic rate plus 10%. He also may serve for other occupations from time to time.

It is understood that this practice is done without prejudice if changes have to take place in the future.

It is also understood that:

a) For overtime distribution, the plant chairman will be considered as if he has been on his permanent occupation job title.

b) In cases of changes of any nature, the plant chairman may return to his former permanent occupation and shift.

**LETTER OF UNDERSTANDING**  
between  
**AMOCO FABRICS AND FIBERS LTD.**  
a n d  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

Employees eligible for employee's birthday and or **Labour** Day statutory holiday pay and being on Unemployment Insurance will be able to get the said above payment at their request.

**\_\_\_\_\_**  
**between**  
**AMOCO FABRICS AND FIBERS LTD.**  
**a n d**  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

The Health and Safety chairperson is permitted to perform his duties four (4) hours per week, to be conducted on off shifts. He will be paid for the said hours, when they take place, according to the Health and Safety Act.

**LETTER OF UNDERSTANDING**  
between  
**AMOCO FABRICS AND FIBERS LTD.**  
and  
**IWA - CANADA, C.L.C. - LOCAL 1000**

**The parties agree to the following:**

**The dental benefits will be paid according to the O.D.A. current official fee schedule for the duration of the agreement.**

**LETTER OF UNDERSTANDING**

between

**AMOCO FABRICS AND FIBERS LTD.**

and

**IWA - CANADA, C.L.C. - LOCAL 1000**

**The parties agree to the following:**

**PENSION PLAN:** A booklet will be updated and distributed to all employees.



**LETTER OF UNDERSTANDING**  
between  
**AMOCO FABRICS AND FIBERS LTD.**  
a n d  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

**WEAVERS' JOB LOAD**

Constant effort will be made to maintain weavers' job load above 120%.

**AMT (TRAINING)**

Formalized training project in' process will intensify AMT training throughout the plant.

**UNION LOGO**

Identification sign to be installed between post under Amoco sign at main entrance. The Company will provide normal maintenance of the sign but will not pay for its replacement if it is damaged.

**LETTER OF UNDERSTANDING**  
between  
**AMOCO FABRICS AND FIBERS LTD.**  
a n d  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

**Workers Mourning Day**

The 28th of April will be recognized by the Company as the Day of Mourning in memory of Workers who were killed or injured on the job. The Company will lower their flags to half mast, the Health and Safety Committee members will wear a black armband during the week, and one minute of silence will be observed at 11:00 a.m. on April 28. This will be on the bulletin boards each year.

At all meetings that are held in the Company, the minute of silence will be put on the agenda and observed. If the 28th of April is in the weekend, everything will be done on the Friday before and will go on to the next Monday.

**LETTER OF UNDERSTANDING**  
**between**  
**AMOCO FABRICS AND FIBERS LTD.**  
**a n d**  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

Employees who, due to their pregnancy, have received medical work restrictions by a physician, may request or be offered light work if such work is available.

**LETTER OF UNDERSTANDING**  
between  
**AMOCO FABRICS AND FIBERS LTD.**  
and  
**IWA - CANADA, C.L.C. - LOCAL 1000**

Preamble

In light of the years to come and the turbulent business environment, the operations at Hawkesbury Mill need greater flexibility to face the challenges. The following agreement wishes to address this manufacturing need as the market evolves:

The parties agree to the following:

The conditions described in this letter are **for** the duration of this collective agreement and will be outside the conditions of articles 12.06(a), 12.06(b) and 12.09.

This procedure will be used when the Company has to shut down the whole plant, or a department, in whole or in part. This procedure will not be used more than twice annually.

In case of a partial or complete plant shutdown, the employees of the departments required to operate for a period not exceeding 10 regular workdays, will have preference, **by** seniority as per their normal occupation, to the

jobs created by the Company. Employees from outside the said departments, **will** also have access to the available jobs, provided they have the required seniority, **skills**, ability and have held the jobs before. These employees must be able to **“walk-in-and-do-the-job”**, with a maximum refresher of four (4) hours. This will be considered a temporary transfer and the employee will be paid the rate of his regular occupation or that of the occupation chosen, whichever is greater.

**As** per production needs and provided there are excess employees for the said departments, employees affected will have the preference by seniority, to accept the layoff. Any senior employee accepting the **layoff** will have his benefits continued **for** the duration of the layoff.

The above time limits may be extended by mutual agreement of the parties.

**LETTER OF UNDERSTANDING**  
**between**  
**AMOCO FABRICS AND FIBERS LTD.**  
**and**  
**IWA - CANADA, C.L.C. - LOCAL 1000**

The parties agree to the following:

**Pension**

The Company and the Union will set up a group RRSP, effective January 1, 1998, and the employees will have to make contributions equal to 1% of their salary. Employees already making contributions through payroll deduction may wish to maintain their contributions to this plan provided that they make contributions of at least 1% of their salary. Employees can only get the above 1% per year of their contributions when they leave the employ of the Company.