

COLLECTIVE AGREEMENT

BETWEEN

CONSOLTEX INC.

AND

**UNITE ONTARIO COUNCIL
AND
LOCAL 1664**

ALEXANDRIA

00866 (07)

THIS AGREEMENT made and entered into this 4th day of November 2000.

BETWEEN:

CONSOLTEX INC.

Hereinafter called the “Company”

OF THE FIRST PART

-AND-

UNITE Ontario Council

and

Local 1664

hereinafter called the “Union”

OF THE SECOND PART

**Effective from July 1, 2000
to June 30, 2003**

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the company and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

The Company and the employees agree that upon any dispute or grievance to the Collective Agreement, the English Translation shall prevail.

ARTICLE 2 - RECOGNITION

- 2.01 The Company **recognizes** the Union as the sole collective bargaining agent for all employees, at Alexandria, Ontario, save and except purchasing, shift foremen, persons above the rank of shift foremen, chief stationary engineer, management trainees, switchboard receptionist, main office, sales staff and guards.

All above employees in the exempt classifications above will not do the work of union members, except in the event of an emergency, experimental work or for training purposes. Management employees will assist union members during difficult technical procedures or when testing is required. Where the masculine pronoun is used herein, it will mean and indicate the feminine pronoun where the content so applies.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 No discrimination or intimidation or coercion will be **practiced** or permitted by either the Company or the Union or any of their officers or representatives against any employee or any representative of the employee by reasons of or arising out of the activities of the Company or out of Trade Union membership or activities, whichever is applicable. The Company and the Union agree that there shall be no discrimination or harassment **practiced** or permitted as prohibited by the Human Rights Code, S.O.1981, as amended.
- 3.02 The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Plant Manager or his designates.

ARTICLE 4 - UNION SECURITY

- 4.01 All employees in the bargaining unit will, as a condition of employment, become members of the Union and pay the regular weekly dues specified by its constitution.

- 4.02 The Company agrees that it will deduct weekly from the earnings of each such employee the amount of weekly union dues and will remit the money so deducted to the Ontario Council, Toronto, whose receipt therefore will be considered as discharge to the Company for the amount so deducted. The provisions of this section will not apply to special assessments, fines or any monies other than regular weekly Union dues.
- 4.03 The Company will, at the time of making such remittance to the Ontario Council, specify the employees from whose pay such deductions were made.
- 4.04 The Company will provide the Union with all necessary information relating to the following matters for employees within the bargaining unit on a current basis:
- list of employees showing their names, addresses, and classification, ranked according to seniority.
 - resignations, retirements, discharges and deaths.
- 4.05 The Company agrees that to the extent possible, all regular maintenance work will be performed by our employees. The Union agrees that outside contractors may be employed by the Company for the installation or replacement of equipment, if no qualified employee is available or that the equipment is purchased on an installed or serviced basis. The Company will, if possible, employ **unionized** contractors when necessary on an installation, service basis or on regular maintenance work.

ARTICLE 5 - RESERVATION OF MANAGEMENT FUNCTIONS

- 5.01 The Union recognizes and acknowledges that the management of the plant and direction of the working force are fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:
- a) maintain order, discipline and efficiency:
 - b) classify, hire, promote, demote, transfer, suspend and terminate employees and to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided:
 - c) make, enforce and alter from time to time rules and regulations to be observed by the employees, but before putting such rules and regulations into force the Company will discuss them with the Union Committee:
 - d) determine the nature and kind of business conducted by the Company, the kinds and locations of equipment, tools and materials to be used, the control of materials and parts, the methods and techniques of work, the schedules and rates of production, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof and to determine all other functions and prerogatives which shall remain solely

with the Company except as specifically limited by the provisions of this agreement.

- 5.02 It is agreed that during the lifetime of this agreement the Company will not conduct an organized time study.
- 5.03 It is agreed and understood that none of these rights shall be exercised in a manner inconsistent with the express provisions of this agreement.
- 5.04 Where the Provincial Law overrules the Collective Agreement, the Company will abide. E.g.: Pregnancy Leave & Parental Leave.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select a Local Executive Committee, five (5) in number. This Local Executive Committee will meet with the Company for collective bargaining and changes or interpretations of the current Collective Agreement. The Company acknowledges the right of the Union to select a Grievance Committee, three (3) in number from the Local Executive Committee. The Union may also appoint or otherwise select four (4) stewards on day shift and two (2) stewards on each of the afternoon and night shifts and one steward per weekend shift.
- 6.02 The Company agrees to make reasonable arrangements to afford an opportunity to members of the Local Executive Committee to interview new employees on the completion of their probationary period with a view to informing such new employees as to the contents of this agreement respecting union security. The Union and the members of the Local Executive Committee agree to cooperate with the Company in this regard.
- 6.03 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Plant Manager or his designates.
- 6.04 A Labour/Management Relations Committee will be established consisting of three (3) members of the Local Executive Committee, plus one (1) Steward and not more than four (4) Company Representatives. The Committee shall meet once every month and at other times as mutually agreed between the Company and the Union for the purpose of discussing any matters of mutual concern, and to make recommendations to either the Union or Management, as applicable. Agendas will be exchanged at least twenty-four (24) hours prior to a meeting. Time spent by employees in carrying out the functions of this Committee will be considered to be time worked.

- 6.05 The Union acknowledges that Committee members and Stewards have their regular duties as employees to perform and such persons will not leave their regular duties without first obtaining the permission of their Foreman/Supervisor and when resuming their regular duties will report to their Foreman/Supervisor and will give any reasonable explanation which may be requested with respect to their absence. It is understood that Committee members and Stewards will not absent themselves from their duties unreasonably and, that in accordance with this understanding, the Company will compensate Committee members and Stewards at their regular rate of pay while attending meetings with Management. However, overtime rates of pay will not be applicable for time spent in meetings with Management.
- 6.06 The Union agrees to notify the Company in writing of the names of its representatives as follows: Executive Committee, Stewards, Health and Safety Committee, Labour/Management Committee and any other bipartite Committee formed between the Union and the Company. The Union will keep such notification up to date at all times.
- 6.07 The Company undertakes to instruct all members of its supervisory staff to cooperate with the stewards and executive members in the carrying out of the terms and requirements of this agreement.
- 6.08 The Union undertakes to secure from its Officers, stewards and executive members their cooperation with the Company and with all persons representing the Company in a supervisory capacity.
- 6.09 Under normal circumstances, executive members meet once per month. Occasionally circumstances arise which require additional meetings. The Company agrees that time off without pay to attend such meetings will be granted and the Union agrees that proper notice of such meetings will be given to the Company and that no more than two (2) executive members will be absent from any one department to attend such meetings.
- 6.10 The Company will grant leave of absence without pay to not more than three (3) in the bargaining unit to attend Union Conventions or conferences, and it is agreed by the Union that in selecting the members every effort will be made to avoid affecting the production of the plant, and the time so requested will be kept to the minimum.

In the case of a Union school, the Company agrees to grant a leave of absence to the executive members and stewards who are on duty during the time of school provided that sufficient written notice is given to the Company. It is further agreed that such Union school sessions will be of not more than one (1) day at a time and shall be limited to twice (2) per year.

- 6.11 The Company will pay 50% of straight time earnings to the members of the Local Executive Committee when attending negotiation meetings with Management, or jointly meet with a Conciliator or a Mediator.

ARTICLE 7 - NO STRIKE OR LOCKOUT

- 7.01 The Union agrees that there will be no strikes and the Company agrees that there will be no lockouts while this agreement continues to operate.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. No grievance will be considered if the alleged circumstances of the grievance occurred more than seven (7) calendar days prior to the submission of the grievance.

8.02 STEP ONE

The aggrieved employee together with his Steward, will take up his grievance with the Foreman/Supervisor and will at the same time present a written grievance signed by both the employee and the Steward. The Foreman/Supervisor will furnish his decision in writing.

STEP TWO

If the Foreman/Supervisor does not settle the matter to the satisfaction of the aggrieved employee within three (3) calendar days after the grievance has been submitted to him under the provisions of step one hereof, the Steward may submit the matter in writing to the Superintendent or his designated representative within a further three (3) calendar days. The aggrieved employee may be present if he so desires or at the request of either party.

STEP THREE

If the grievance still remains unsettled after step two hereof, the Local Grievance Committee may submit the grievance in writing to the Plant Manager or his designated representative within a further five (5) calendar days. A Representative of UNITE will be present at this meeting. This meeting will be held at a mutually agreed upon time. At the request of either party the aggrieved employee and/or his Steward may be present at this meeting. The Plant Manager or his designated representative will render his decision in writing within a further five (5) calendar days.

- 8.03 If the decision of the Company at step three above is not satisfactory to the aggrieved employee, then the grievance may be submitted to arbitration. If arbitration procedures are not evoked within a period of twenty-one (21) calendar days from the date upon which the Plant Manager or his designated representative rendered his decision, then the grievance will be considered to have been settled or abandoned. This twenty-one (21) day period will only be extended by agreement in writing.

- 8.04 Any difference arising directly between the Company and the Union regarding an alleged violation of this agreement may be submitted in writing by either party pursuant to this Article at Step no. 3 of the Grievance Procedure and ultimately to arbitration if necessary.

ARTICLE 9 - ARBITRATION

- 9.01 When either party requests that any matter be submitted to arbitration as herein before provided, it must make such request in writing addressed to the other party to this agreement, and at the same time nominate an arbitrator.
- 9.02 No persons may be appointed as an arbitrator who have been involved in an attempt to negotiate or settle the grievance.
- 9.03 Each of the parties hereto will bear the remuneration and expenses of the representative appointed by it, and the parties hereto will jointly bear the remuneration and expenses of the Arbitrator and/or Labour Board.
- 9.04 Any and all time limits referred to under the grievance and arbitration procedure herein may at any time be extended by written agreement between the Company and the Union or by the nominees of either party.
- 9.05 The decision of the single arbitrator will be binding on both parties.
- 9.06 The single arbitrator shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor give any decision inconsistent with the terms and provisions of this agreement.
- 9.07 At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the employee or employees concerned, any necessary witnesses, relevant records, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with necessary witnesses.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

- 10.01 Employees will not be disciplined/discharged except for just cause. When an employee, who has attained seniority is disciplined/discharged, written notification will be given to the employee and to his steward or to a member of the local executive committee and to the local secretary.
- 10.02 A claim by an employee that he has been unjustly disciplined or discharged will be treated as a grievance provided a grievance is filed with the Plant Manager or his designated representative within seven (7) calendar days of the employees discipline/discharge. In cases of discharge the first two steps of the regular grievance procedure will be omitted.

10.03 The Company may discharge, suspend or otherwise discipline an employee depending on circumstances. The Company informs the Union of the procedure utilized when dealing with minor offences;

a) In case of a first minor offence; a documented verbal will be issued to the employee by his foreman.

b) In case of a second minor offence; a written warning.

c) In case of a third minor offence; a one day suspension without pay.

d) In case of a fourth minor offence; one to three day suspension without pay.

e) Should these offences continue the Company will, at its discretion, utilize the proper disciplinary measures depending on circumstances. These measures could include longer suspension periods or discharge.

f) All warning slips will be void, if after ten (10) months, no similar offence has occurred.

The Union reserves the right to grieve all warnings and argue all suspensions in arbitration in accordance with Article 8 and 9 of this agreement.

ARTICLE 11 - SENIORITY

11.01 An employee will be considered probationary for the first four hundred and eighty (480) working hours accumulated over a six (6) month period and will have no seniority rights during that four hundred and eighty (480) working hours service accumulated over a six (6) month period, his seniority will date back to the day on which employment began.

11.02 Seniority shall terminate when an employee:

a) quits for any reason;

b) is discharged and is not reinstated through the grievance procedure or arbitration;

c) has been on lay-off for a continuous period of:

-twelve (12) months with 0 to 5 years seniority

- eighteen (18) months with 5 years and over seniority.

d) who has been on lay-off for a continuous period of less than twelve (12) months or eighteen (18) months depending on their seniority and who, when notified by registered mail addressed to the last address he has recorded with the Company, fails to notify the Company within seven (7) calendar days that he is intending to return to work as soon as possible after receiving notice, unless he shows that he is prevented from reporting for work by a legitimate sickness or other reasonable cause.

e) fails to return to work immediately after the expiration of a leave of absence unless prevented from doing so by illness or other cause which is reasonable;

f) is absent from work for more than three (3) consecutive working days unless absent due to verifiable illness or unless there was reasonable justification for such absence.

11.03 a) Layoffs and returns from layoffs will be conducted by department according to the divisional seniority of the employees in such department as may be affected. In the event of a lay-off of fourteen (14) days or less employees will be laid off by divisional seniority in each department so affected. The remaining employees could be assigned new jobs temporarily to do work remaining in the affected departments. In such an instance no employee would be paid less than his normal rate of pay and in the case where an employee is transferred to a higher rate job, they will be paid that higher rate.

b) Should a layoff occur which appears likely to the Company to exceed fourteen (14) days, the week and weekend employees would be combined together and the Company would proceed to layoff the most junior employee(s) in his division. The Company has the sole right to ask the most junior employee(s) to move to the weekend shift.

c) In the event an employee is not able to displace the most junior employee in his division, that employee will bump the second (2nd) most junior employee in his division, then the third (3rd) most junior employee in his division etc., until that employee finds a job into which he can bump, provided he has the seniority to do so.

d) Employees who have been forced to leave their departments because of a cutback and have exercised their bumping rights, will have recall rights to their former job classification in accordance with job classifications listed in appendix A attached hereto for a period of eighteen (18) months.

e) Recall rights will be lost if;

- 1) the employee refused recall; or
- 2) the employee applies for and is awarded a posted job; or
- 3) the employee quits the Company.

Converting Division:

Dying/Greige/ Planning

Finishing/Coating

Office

Warehouse/Inspection

Laboratory

Maintenance Division:

Maintenance

- 11.04 Seniority as referred to in this agreement will mean length of service in the employ of the Company and will be on a divisional basis namely length of service in one (1) of the two (2) divisions of the Company at Alexandria that is the Converting Division and the Maintenance Division. Separate seniority lists will be established for each of the two (2) divisions.
- 11.05 The two (2) separate lists will be revised each six (6) months. Copies of the lists will be posted in the plant and a copy given to the Union. After the posting of the first seniority lists of employees, the lists will be deemed to be conclusive, unless objected to within fourteen (14) calendar days.
- 11.06 An employee who has been transferred from a position within the bargaining unit to a position outside the bargaining unit will for a period of six (6) months retain his seniority, and in the event that during that six (6) month period he is transferred back to the bargaining unit he will be credited with all his accrued seniority, including the time spent outside the bargaining unit during that six (6) month period. An employee will pay the regular required Union Dues during this six (6) month period.
- An employee who is transferred back into the bargaining unit within this six (6) month period will be transferred back to the junior position in his department, if the employee has sufficient seniority, failing this, to the most junior job in the employee's division.
- 11.07 The Company acknowledges that it is the right of each individual employee to view his own personnel file in the presence of Management and a Union Steward, if requested, on Company premises.

ARTICLE 12 - JOB POSTING

- 12.01 a) When a vacancy occurs within the Bargaining Unit or a new position within the Bargaining Unit is established by the Company, such newly established position or vacancy will be posted within the Company for a period of five (5) calendar days. A copy of such posting will be provided to the Union within twenty-four (24) hours. Application for a posted position must be made in writing, to the employee's superintendent within this five (5) calendar day period. Applicants for the posted positions must have a minimum of twenty-four (24) months of plant seniority (i.e. from date of hire). In cases of job postings seniority will be the governing factor.
- b) The Company is not required to post a job vacancy created by the application of 12.01a. However, employees who have the seniority and ability to satisfactorily perform the subsequent job(s) may apply in writing to their superintendent within three (3) calendar days of the original position being filled. This application will be given priority in filling job vacancies. The Company will post the names and classifications of successful job applicants.

12.02 The successful applicant will be moved to the job within fourteen (14) calendar days of his being notified by management.

It is the sole responsibility of the Department Superintendent to ensure that the employee and the payroll department are properly notified of such award.

12.03 The successful applicant will be placed in the vacancy for a training/trial period of ten (10) working days.

If the employee proves satisfactory, within the ten (10) day training/trial period, then he will be considered permanently assigned to the vacancy. If however during that time the employee proves unsatisfactory, or the employee feels he is unable to perform the duties of the vacancy to which he has posted, the employee will be returned to his former position at his former rate of pay.

12.04 An employee will not be allowed to bid for a posted vacancy for nine (9) months from the date of his being permanently assigned to the new position.

12.05 It is recognized by both parties that the need for temporary positions is essential to meet manning needs created by short-run production and technology problems, vacation, leaves of absences, and other emergency situations, as well as to reduce the need for the lay off of full time employees.

The following points summarize our understanding on temporary positions:

1) Temporary positions will not exceed ninety (90) calendar days unless extended by written agreement between the Union and the Company.

2) If there are employees on other shifts in that job classification who are capable of doing the respective work, they will be first offered the temporary position.

3) Should an employee have recall rights to that job he will be offered the vacancy created by the application of 12.05-2.

4) If there are employees on lay off who are capable of doing the respective work, they will be offered the temporary position. Unless the temporary position is on their previous job, an employees refusal to accept temporary positions will not affect their recall or return from lay off rights.

5) Should there be no qualified employees after the application of 12.05 - 2,3,4 above the Company may hire new employees for a temporary position.

ARTICLE 13 - TRANSFERS

- 13.01 An employee who, for the convenience of the Company is temporarily transferred to another job will receive his regular rate of pay or the rate of pay of the job to which he is transferred, which ever is higher.
- 13.02 Notwithstanding the foregoing, it is understood and agreed between the parties that in the event of a transfer for less than a full shift, the employee will receive his regular rate of pay for the balance of the shift.
- 13.03 An employee, who is temporarily transferred to the position of Lead Hand, will be paid his regular rate of pay plus an additional fifty cents (\$.50) per hour. This temporary position will not exceed ninety days unless mutually agreed to in writing between the Union and the Company.

ARTICLE 14 - BULLETIN BOARDS

- 14.01 The Company will provide bulletin boards in mutually satisfactory locations throughout the plant, which are available for the Union in posting notices on Union activities.
- 14.02 All such notices must be signed by the proper officers of the Union and submitted to the Plant Manager or his designate for approval before posting.

ARTICLE 15 - BEREAVEMENT

- 15.01 In the event of a death in an employee's family, the employee will be granted time off work without loss of pay in order to attend the funeral or take part in the funeral arrangements or otherwise be in attendance in connection with the death.

Such time off work will be granted in accordance with the schedule set forth below:

Four (4) working days	employee's mother, father, wife, husband, child or grandchild
In addition to the four (4) days indicated above, an employee will be granted one (1) additional day off without loss of pay for the purpose of attending the spring burial.	
Three (3) working; days	employee's brother or sister

Up to three (3) working days, the last of which must be the day of the funeral	employee's mother-in-law, father-in-law, step-mother, step-father, step-mother-in-law, step-father-in-law or legal guardian
One (1) working day	employee's grandparents, sister-in-law or brother-in-law(spouse of the employee's brother or sister)

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 The Company will grant a leave of absence to any employee for legitimate personal reasons, provided sufficient notice is given so that management can arrange the work schedule so as to avoid significant loss of production. Request for leave of absence by employees at Alexandria, must be in writing to the Plant Manager or his designate, with reason clearly stated and reply will be given in writing. Any leave of absence granted by the Company to such employees will be limited to three (3) months with provision made for return to their regular job when leave of absence expires. An extension of a further three (3) months can be applied for and, if granted, it is with the understanding that the employee will accept any job that may be available, in the event that his previously held job has been satisfactorily filled. An employee will not take employment elsewhere while on a leave of absence without the consent of the Company.
- 16.02 If an employee finds that he is unable to report to work he will notify the Plant Manager or his designate or foreman at Alexandria as the case may be, if possible before the start of his shift, or as soon thereafter as possible.

If absence is due to illness of the employee and is to exceed seven (7) days, the leave of absence will be given in writing by the Company.

This leave of absence will be granted with the understanding that the employee will return to work when physically capable of doing so, but in any case, such leave of absence may not exceed one (1) year, if the case so warrants, further extensions will be granted thereafter.

An employee's return to work after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is able to return to work.

When an employee returns from a leave of absence due to illness or non-work related accident or receiving Workmen's Compensation benefits while in the employ of Consoltex Inc., the employee will return to his original job.

If absent for a period of over 24 consecutive months, the employee will be provided with any job available or at the very least the junior employee's job in their division provided he/she is able to do the work.

16.03 A copy of all leaves of absences will be sent to the Union.

16.04 In the event that an employee is injured while on duty, that employee will be paid at straight time for the remainder of his/her shift if said employee must leave the plant for medical treatment and can provide reasonable evidence that he is unable to return to work for the remainder of his/her shift.

In the event that an employee, is injured during an overtime shift, that employee will be paid at the overtime rate up to the time of injury and the balance of the shift at the base rate, if that employee is unable to return to work.

16.05 Employees subpoenaed to serve as a Juror or a witness in a Civil or Criminal Court Proceeding will be granted a leave of absence for the period required for such duty.

Upon the employee's presenting a certificate signed by the Clerk of the Court indicating the period of service, the employee will be paid the difference between the amount received from the Court and the employees straight time wage rate to make up his/her wages for all scheduled work days lost.

ARTICLE 17 - HEALTH AND SAFETY

17.01 The Company agrees to make reasonable provisions for the safety and health of employees during the hours of their employment and to give full consideration to any suggestions from the Union and/or Joint Health and Safety Committee to that end.

17.02 It is agreed that there will be a joint effort by the Union and Management to make certain that every employee is aware of the hazardous chemicals in the plant.

17.03 The Company will adhere to the Ontario Occupational Health and Safety Act which includes the continuation of a Joint Health and Safety Committee comprised of an equal number of representatives from Management and from the Union which will meet monthly to review health and safety issues. Union representatives will be selected by the Union without interference from Management.

17.04 All Health and Safety Committee Meetings will be co-chaired. Minutes must be taken at all meetings and must be distributed to all members of the Committee, the Plant Manager, the President and the Recording Secretary of the Union.

Each month two (2) representatives from the Committee (one from Management and one from the Union) will conduct a safety inspection of the plant and report the results of the inspection to the Joint Health and Safety Committee.

- 17.05 All accidents or injuries must be investigated by two (2) representatives from the Joint Health and Safety Committee (one from management and one from the union).
- 17.06 All time spent on Health and Safety Committee meetings, investigations and/or monthly inspections will be considered as time worked and the Company agrees to pay such employee at their current regular hourly rate of pay, and/or any applicable overtime rate.
- 17.07 The Company will ensure that one (1) member of the Joint Health and Safety Committee who represents management and one (1) member who represents the Bargaining Unit Employees are certified members under the Occupational Health and Safety Act (“OSHA”). The members who are selected to become certified will be paid as required by the OSHA as if they were at work while they are fulfilling the requirements of becoming certified.

The Company agrees that the person selected by the Union to become the Certified Worker Member will be trained at a course offered by the Workers’ Health and Safety Centre (“WHSC”) within a 300 hundred kilometer radius of Alexandria at such time as the Union may request.

- 17.08 The Company will provide all protective clothing and safety equipment as required by the Joint Health and Safety Committee.
- 17.09 The use of such protective clothing and equipment as required by the Joint Health and Safety Committee will be mandatory.
- 17.10 The Company agrees to replace all worn and damaged protective clothing and equipment upon the return of the old or damaged clothing and equipment.
- 17.11 Upon receipt of invoice the Company agrees to subsidize the cost of safety footwear for employees who have completed their probationary period according to the following:

Effective July 1st 1999 the Company agrees to pay up to a maximum of ninety-five (\$95.00) dollars towards the purchase of one (1) pair of safety footwear per year or in the case of dye house employees, towards the purchase of three (3) pairs of rubber boots:

COATING DEPARTMENT MIXERS; will be granted up to a maximum of an additional ninety-five (\$95.00) dollars towards the purchase of a second pair of safety footwear.

- 17.12 The Company shall make every effort to improve ventilation throughout the plant within a reasonable period of time.

ARTICLE 18 - BENEFITS

- 18.01 During the lifetime of this agreement the Company agrees to pay the full cost of Ontario Health Insurance (O.H.I.P.) premiums applicable to employees in the Bargaining Unit who have attained seniority.
- 18.02 Extended Health Care (Semi-Private, Prescription Drugs) will include Vision care in the amount of eighty (\$80.00) dollars per twenty-four (24) months per person and the Company will pay 100% of the premium. Employees will pay five (\$5.00) dollar deductible fee per prescription.
- The Union agrees that the Company may change carriers at any time; provided that in doing so the benefits under the new plan are equal to, or better than those under the current plan.
- 18.03 The Company agrees to pay One dollar and fifty cents (\$1.50) per week per employee towards their “Short Term Disability Plan”.
- 18.04 The Company will provide a ten thousand dollar (\$10,000.00) Life Insurance Policy for all members and will pay 100% of the premium cost of the policies.

ARTICLE 19 - VACATION WITH PAY

- 19.01 All employees will be granted vacations with pay in accordance with the schedule set out below. Vacation eligibility, including years of service, will be determined as of June 30th in each calendar year.

SENIORITY	DURATION OF WEEKS	VACATION PAY
0 to 2 years	2 weeks	4.5%
2 to 5 years	3 weeks	6.0%
5 to 10 years	3 weeks	8.0%
10 to 15 years	4 weeks	9.0%
15 to 20 years	4 weeks	10.0%
20 to 25 years	5 weeks	11.25%
25 years and over	5 weeks	11.50%

Vacation pay as referred to in the schedule above will be calculated on the employees gross earnings in the twelve (12) months immediately preceding July 1st of the current year (i.e. from July 1st of the previous year to June 30th of the current year).

19.02 The vacation schedule for the weekend employees will consist of two (2) weekends in a row at summer shutdown.

19.03 Employees will give two (2) weeks written notice to the Company as to when they want their vacation pay.

It is further understood that whenever possible, the employee will take his vacation during the annual one (1) week plant shutdown and that any additional vacation shall be taken at mutual convenience of the Company and the employee. This (these) additional week(s) shall be taken from July 1st to June 30th. In the event that the plant will be closed for two (2) consecutive weeks for the annual summer plant shutdown employees will be notified on or before May 1st previous to the shutdown.

19.04 All employees will request in writing, additional weeks vacation (e.g. 3,4 & 5 wks.) one month prior to vacation. If the request is not submitted in writing it will be scheduled on a first come first served basis, regardless of seniority.

ARTICLE 20 - PLANT HOLIDAYS

20.01 All employees who have attained seniority will receive payment for the following plant holidays:

New Year's Day

January 2

Good Friday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Employee's Birthday

a) If the employee does not report for work or does not complete his shift on the work day preceding or immediately following the plant holiday, no payment shall be made unless he is absent with the permission of the management, or through sickness certified by a doctor's statement, or in receipt of Worker's Compensation Benefits, provided such absence shall not exceed ten (10) working days.

b) If an employee works on one of the above named plant holidays, he will receive payment at double (2) time for the time actually worked in addition to receiving his holiday pay.

c) When a plant holiday falls on a non-working day or during a plant shutdown, one (1) day will be granted in lieu of the plant holiday. That day will be the first normal working day following the aforementioned plant holiday. For all intent and purposes this day in lieu will be considered as a plant holiday.

d) Employees working the weekend shift will be granted their eight (8) hour weekday shift following their birthday as a plant holiday.

20.02 In addition to the plant holidays listed in Article 20.01, all employees who have completed their probationary period as set out in this agreement will be entitled to two (2) days pay each year, without time off.

The two (2) days referred to above will be paid in the last pay of December.

For the purpose of this article, a floating day's pay will be in an amount equal to eight (8) hours at the employee's current regular rate of pay.

20.03 Plant Holiday, for weekend purposes:

a) A plant holiday is deemed to be eight (8) hours at the flat rate at straight time of the department, to be paid once a year at Christmas time.

b) All weekend employees who have attained seniority will receive payment for plant holidays equivalent to one (1) holiday per month provided he did work during that month. One (1) extra pay holiday will be paid at Christmas provided that the employee has worked during the month of December.

c) At Christmas time all weekend employees will have two (2) weekends off in a row and be paid for the equivalent plant holiday they are entitled to.

d) It is understood that regular employees joining the weekend shift will be paid at Christmas the remaining plant holiday he is entitled to and will not exceed the equivalent of fourteen paid holidays per year.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

21.01 The following paragraphs and sections are intended to define the normal hours of work and will not be construed as a guarantee of hours of work per day or per week or of days of work per week.

21.02 a) Day

The day is considered to be from 12.01 a.m. to midnight.

b) Work Week:

The work week is from 12.01 a.m. Sunday to Saturday midnight.

c) Day Work:

8:00 a.m. to 4:00 p.m. Monday through Friday consisting of eight (8) hours per day inclusive of one half (½) hour paid lunch break, forty (40) hours per week.

If it is necessary for an employee to leave work during working hours the employee must first obtain permission from his foreman or immediate supervisor, secondly the employee must punch out when leaving and punch in when returning.

The working hours may be flexible as agreed by both Management and Union.

d) Shift Work:

Eight (8) hour shifts inclusive of a thirty (30) minute paid lunch break, forty (40) hours per week worked according to the following rotation 00:00 to 08:00 / 16:00 to 24:00 / 8:00 to 16:00 from 00:01 Monday to 24:00 Friday. Maintenance operation will be considered as shift work.

e) If the Company wishes to institute a regularly scheduled seven (7) day week in additional areas to those presently in force, the Company and the Union must mutually agree to the terms of the change before it comes into effect.

f) Weekend Shift:

Weekend employees will be paid forty (40) hours for thirty-two (32) hours worked.

In recognition of the acceptance of the importance of the "32/40" formula for the weekend shift operation by both parties, it is the intent of management that the following shall apply:

1) Weekend shift employees will work two (2), twelve (12) hour shifts during the weekend (00:00 to 12:00 noon Saturday and Sunday or 12:00 noon to 24:00 midnight Saturday and Sunday) and will work one (1) scheduled eight (8) hour shift during the week on either the first (1st), second (2nd) or the third (3rd) shift. Weekend shift employees will rotate every weekend.

2) The weekend employees will be assigned as follows:

- a) On idle equipment;
- b) Vacation replacement;
- c) Replacement on job(s) which may be created in future during the week;
- d) Straight replacement of job.

21.03 The Company and the Union agree on total flexibility of employees working on weekend shift inside of each department. By having on flat rate per department, we expect employees to operate any machine(s) that is/are scheduled, after they have been trained.

21.04 It is understood that no employee may leave his department prior to 3 minutes before the end of his shift.

- 21.05 All employees will receive a ten (10) minute paid break during the first half of their shift and a ten (10) minute paid break during the second half of their shift.
- 21.06 In addition all employees will receive one half (½) hour paid lunch break in the middle of their shift.
Employees on weekend shift will receive two (2) half (½) hour break periods for their lunch.
- 21.07 It is understood that the scheduling of all breaks is the responsibility of the Company. The scheduling of all breaks will be done in such a way that no continuous production equipment (Tenter frames, Coating Ranges, Dyeing equipment) will stop because of such break periods.
- 21.08 In order to ensure the continuity of operation of the Finishing Tenter Frame it is agreed that the Finishing Mixers, the Sanforizer/Sueder, Calendar and Breaker Operators will form a “Pool” for the sole purpose of relieving the Tenter Frame Operators while they are on their rest and lunch breaks.
- 21.09 a) All work performed beyond the normal working day and all work performed in off scheduled hours will be paid at the rate of time and one-half (1½) excepting that all work performed on Saturday between 12:01 a.m. and 12:00 midnight will be paid at the rate of time and one half (1½) without regard to the number of hours worked.
All work performed on Sundays between 12:01 a.m. and 12:00 midnight on the said Sunday will be paid at the rate of double time (2) without regard to the number of hours worked.
The above Saturday and Sunday overtime does not apply to the regularly scheduled weekend shift hours.
- b) All overtime rates will be paid at the applicable overtime rate as per job classification, Appendix “A” and will include shift premium where applicable.
- c) In the event an employee agrees in working two (2) full consecutive shifts, the Company agrees to provide such employee with a paid one-half (½) hour break at the beginning of his overtime shift, during which time he may leave the plant.
- 21.10 When a machine operator or a rotating maintenance shift worker does not report for duty and sufficient prior notice has not been received, the operator or the rotating maintenance shift worker shall remain on duty if no volunteers are available or until a replacement is obtained or up to a maximum of two (2) hours. That employee shall not be required to work more than four (4) hours of overtime in any calendar week. Employees required to remain on duty in the above circumstances will be paid at their applicable overtime rate.
- 21.11 The Company agrees that the working of overtime is a voluntary matter, the decision resting with the individual, except when 21.10 applies.
- 21.12 a) All opportunities for overtime will be offered to unscheduled overtime operator first, then by seniority.

b) Scheduled overtime during the week will be offered by seniority on an equitable basis with due regard to experience and skill.

c) A list will be posted weekly from Tuesday 12:00 noon to Thursday 12:00 noon for overtime during the weekend. The Company will use this list for planning employee overtime if required and will be offered by seniority on an equitable basis with due regard to experience and skill.

d) An employee who agrees to work scheduled overtime and does not work the overtime, that employee will miss the next opportunity to overtime, unless the employee can provide an acceptable reason for his absenteeism.

21.13 Maintenance employee(s) who are working on a machine breakdown (emergency) these employees will be asked on a voluntary basis to work a maximum of two (2) hours overtime to repair breakdown of production equipment. The Union agrees to wave seniority rights for these . . . (emergency repairs). In the event employees above refuses overtime Article 2 1.12 will prevail.

21.14 Overtime hours may be banked for a maximum of twelve (12) months, January 1st to December 31st. Should overtime hours be banked for longer than the pay period following the pay period in which the overtime hours were worked, employees will give two (2) weeks written notice to the Company as to when they want their banked hours.

2 1.15 Despite any other provision in this agreement, in the event an employee is incorrectly by-passed for the working of overtime, such employee shall be offered make-up work, in his own department, according to the following formula:

If by-passed for eight (8) hours of overtime, the employee will work six (6) hours of make-up and be paid for eight (8) hours at time and one-half (1 1/2); for other than eight (8) hours of by-passed overtime, the make-up work will be offered and paid in the same ratio.

It is understood that make-up work must be completed within fourteen (14) days of its being offered, must not be regular production work and will be comprised of housekeeping, painting and/or filling. It is further understood that such make-up work shall not interfere with or have any effect on the normal scheduling of overtime for the employee concerned or for any other employee(s).

ARTICLE 22 - WAGES

22.01 The Company agrees to pay and the Union agrees to accept for the term of this agreement, the schedule of wage rates in effect as at the date hereof as set forth in Appendix A of wage rates and job classification attached hereto and forming part of this agreement.

The employees are given the option of having their wages paid by "Direct Deposit". This decision is left to the discretion of the employee. Employees choosing "Direct Deposit" must stay with the program for a minimum of one year (12 months) after signing the request forms. Employees working the 12-8 shift shall be paid before 8 a.m. Thursday morning of said 12-8 week, if possible.

Employees working day shift 8-4, or evening shift 4-12, their cheques will be available in their respective departments after 13:00 Thursday.

Weekend shift employee cheques will be available in their respective departments after 1:00 p.m. Thursday. They will be allowed to come to the front office to get their cheques if they so desire or they will be given to them on the Saturday in their department.

22.02 Afternoon shift premium is \$0.35 per hour. Night shift premium is \$0.60 per hour.

22.03 An employee who reports late for his shift, will have deducted from his pay the number of minutes that he is late.

22.04 An employee other than a maintenance employee who has completed his regular shift, leaves the plant and is then recalled to work, will receive a minimum of three (3) hours pay at time and one-half (1½) his basic rate.

22.05 Employees reporting for work as usual on a regular working day, unless notified by the previous day not to report and for whom no work at his regular job is available, will be offered at least four (4) hours employment in other work at the employee's current rate of wages, or at the Company's option, will be paid four (4) hours pay in lieu of work. This provision will not apply if the failure to provide work is caused by reason of a strike or other work stoppage, machinery breakdown, fire, flood, power failure or other like cause beyond the control of the Company.

22.06 Maintenance employees who are called in to work to effect emergency repairs or emergency maintenance are subject to the following conditions:

a) they will remain in the plant available for work for a minimum of one (1) hour;

b) they will be paid for a minimum of two (2) hours at time and one-half (1½);

c) all hours worked in excess of two (2) hours on a specific call-in will be paid for at the applicable rate provided for by the collective agreement;

d) if the employee punches in prior to 7:01 a.m. conditions a, b, and c will apply;

e) if the employee punches in after 7:00 a.m. he will be paid at the rate of time and one-half (1½) up to his scheduled starting time (usually 8:00 a.m.). In this case, pay calculation will be made on the basis of the nearest quarter (¼) hour.

f) A maintenance employee on a call-in will be paid travel allowance of one (1) additional hour at his regular rate of pay.

22.07 Any major change or any substantial change in the work loads will be discussed in depth with the Union executive and the Regional Representative of the Union.

If the Company and the Union are unable to agree on the proposed change or substantial change in work loads, the Company may institute such change or substantial change in work loads for a trial period of eight (8) consecutive weeks.

In the event that agreement is not reached at the termination of the trial period, the matter will be submitted to an arbitrator appointed by the Minister of Labour for the Province of Ontario. The arbitrator will have full power to rule on such change or substantial change in work loads and to set the wage rate or rates for the jobs affected. His decision will be final and binding on both the Company and the Union and any change in the wage rates will be retroactive to the beginning of the trial period.

ARTICLE 23 - TERMINATION

23.01 This agreement will remain in force until June 30, 2003 and will continue in force year to year thereafter unless, not more than ninety (90) days and not less than sixty (60) days before the date of termination, either party furnished the other with notice of termination or of proposed revision 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 16th day of November 2000.

UNITE ONTARIO COUNCIL ON ITS BEHALF AND ON BEHALF OF ITS LOCAL 1664,

Claude Deschamps

Serge Côté

John Laperriere

Lee MacDonald

Marc Menard

Stacy-Ann Rousseau

CONSOLTEXINC.,

Ronald Séguin

Jacques Filteau

APPENDIX A

JOB CLASSIFICATION AND RATES

DYEING/GREIGE/PLANNING DEPARTMENT:

Job Classification	July 1 2000	July 1 2001	July 1 2002
Dyeing Machine Operator	14.77	15.17	15.57
Dyeing Kitchen Mixer	14.90*	15.30*	15.70*
Pad/Washer Operator	14.40	14.80	15.20
Allocator	14.49	14.89	15.29
Beamer	14.29	14.69	15.09
Expeditor	14.47	14.87	15.27

* Additional working condition allowance of \$.20 per hour.

COATING/FINISHING DEPARTMENT:

Coating Mixer	14.80	15.20	15.60
Knife Tender	14.60	15.00	15.40
Finishing Mixer	14.47	14.87	15.27
Frame Operator	14.40	14.80	15.20
Calendar Operator	14.40	14.80	15.20
Button Break Operator	14.40	14.80	15.20
Sanforizer /Sueder Operator	14.40	14.80	15.20

MAINTENANCE:

A Licensed Electrician	18.27	18.67	19.07
High Pressure Welder	18.03	18.43	18.83
Machinist	17.47	17.87	18.27
Millwright	17.47	17.87	18.27
A trade	16.14	16.54	16.94
B trade	15.69	16.09	16.49
C trade	15.29	15.69	16.09
Janitor	14.24	14.64	15.04

OFFICE:

Office	14.27	14.67	15.07
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INSPECTION/SHIPPING/RECEIVING/
WAREHOUSE DEPARTMENT:

Final Inspector	14.65	15.05	15.45
Pre Inspector	14.29	14.69	15.09
Clubber	14.29	14.69	15.09
Re-Examiner	14.89	15.29	15.69
Receiver	14.76	15.16	15.56
Checker	14.60	15.00	15.40
General	14.03	14.43	14.83

LABORATORY:

Dyehouse Lab Operator	14.42	14.82	15.22
Quality Control Lab Operator	14.42	14.82	15.22

WEEKEND SHIFT FLAT RATE:

DEPARTMENT	July 1 2000	July 1 2001	July 1 2002
Dyehouse	14.64	15.04	15.44
Finishing	14.34	14.74	15.14
Coating	14.54	14.94	15.34
Inspection	14.54	14.94	15.34
Greige	13.74	14.14	14.54
Laboratory	14.29	14.69	15.09
Office	14.04	14.44	14.84
Warehouse	14.39	14.79	15.19
Maintenance Licensed Millwright	17.52	17.92	18.32

New Employees:

New employees will commence working at a wage rate which is forty cents (\$0.40) below the scheduled rate for his job classification. At the completion of his four hundred and eighty (480) working hours probationary period, his wage rate will be increased by twenty cents (\$0.20), which is twenty cents (\$0.20) below the scheduled rates.

At the completion of one year seniority, the rate will be increased by twenty cents (\$0.20) per hour to the scheduled rate.

APPENDIX B
LETTERS OF AGREEMENT

LETTER OF AGREEMENT # 1
BETWEEN
CONSOLTEX INC.
AND
UNITE, ONTARIO COUNCIL
LOCAL 1664

APPRENTICESHIP PROGRAM

In an attempt to offer an opportunity to Consoltex production employees, Consoltex has decided to implement an Apprentice Program in conjunction with the Ontario Ministry of Skill and Development.

The following criteria must be respected:

A posting will be put up to read as follows:

- a) Be presently employed by Consoltex Inc.
- b) Must attend classes on a day release basis
- c) Must provide proof of graduation from grade ten (10)
- d) Must pass a series of tests:
 - 1) English proficiency
 - 2) Mathematics
 - 3) Mechanical ability
- e) Prior experience relevant to maintenance would be an asset
- f) Salary; as per contract

The Company may interview the successful candidate. The candidate may bring Union Representation.

Candidates writing a test will be issued a number, which will be kept confidential until after completion of the test. All candidates have the right to view their test results

If the successful candidate comes from the production division, he has to realize that his plant seniority will be lost, but NOT for the purpose of vacation calculation.

The aforementioned is a guideline. Future programs may involve somewhat different regulations and will not set an established precedence.

Rewritten at Alexandria, Ontario

This 26th day of October, 2000.