

SOURCE	Union		
	43	03	01
	95	02	28
NO. OF EMPLOYEES	92		
NO. ADRE EMPLOYÉS	54		

COLLECTIVE AGREEMENT

BETWEEN :

CANADA CORDAGE INC.
Kitchener, Ontario

AND

LOCAL UNION 454
UNITED RUBBER, CORK, LINOLEUM AND PLASTIC
WORKERS OF AMERICA, AFL-CIO, CLC

MARCH 1, 1993 to FEBRUARY 28, 1995

NOV 15 1993

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THIS AGREEMENT made and entered into this 1st day of March 1993

BETWEEN:

CANADA CORDAGE INC.

(hereinafter referred to as the "Company")

- and -

LOCAL UNION 454

UNITED RUBBER, CORK, LINOLEUM, AND PLASTIC
WORKERS OF AMERICAN, AFL-CIO, CLC

(hereinafter referred to as the "Union")

ARTICLE I - PURPOSE

1.01 It is the mutual desire of the contracting parties to promote cooperation and harmony and to provide an amicable method of settling any dispute or grievance that might arise between them.

ARTICLE II - RECOGNITION

2.01 The Company recognizes the Union as the exclusive Bargaining Agent for all the employees of the Company in the Regional Municipality of Waterloo save and except foremen, persons above the rank of foremen, office and sales staff.

2.02 The Company agrees that persons outside the scope of the Bargaining Unit shall not normally perform Bargaining Unit work except for purposes of experimentation, instruction, testing, emergency or in the absence of

regular Bargaining Unit employees.

ARTICLE III - RELATIONSHIP

3.01 The Company and the Union agree that there shall be no discrimination, interference, restraint or coercion of any sort practised by either representatives of the Company or representatives of the Union.

3.02 The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee subject to this Agreement because of membership in the Union.

3.03 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company unless permitted by this Agreement.

ARTICLE IV - MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Company, except as expressly modified by any other Articles of this Agreement, to:

- (a) Maintain order, discipline and efficiency
- (b) Hire, retire, classify, direct, transfer, promote, demote, layoff, discipline, suspend or discharge employees, provided that a claim that an employee has been unjustly discharged or disciplined, may be the subject of a grievance and be dealt with as hereinafter provided;

- (c) Generally manage the individual enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured or handled, the methods of manufacturing, the determination or work to be performed, the schedules of production and work, the kinds and locations of machines, tools and equipment to be used, the processes of manufacturing and assembling, the engineering and designing of its products, the control of materials and parts to be incorporated into the products manufactured, handled or serviced, and the extension, limitation, curtailment or cessation of operations or any part thereof.

4.02 The Union further acknowledges that the Company has the right to make and/or alter, from time to time reasonable rules and regulations to be observed by all employees. Employees found to be in breach of these rules and/or regulations are subject to discipline by reprimands, suspensions or discharge and not necessarily in that order. Nothing herein shall prevent an employee going through the Grievance Procedure to determine whether or not such breach actually took place.

4.03 The Company agrees to exercise these functions in a manner not inconsistent with the express terms of this Agreement.

ARTICLE V - UNION SECURITY, DEDUCTION OF UNION DUES, EQUIVALENT OF UNION DUES

5.01 All present employees in the Bargaining Unit who are or become members of the Union shall remain members of the Union in good standing to the extent of paying Union Dues as a condition of continued employment with the Company. This Section shall remain effective during the term of this Agreement or any extension thereof or any successor Agreement.

5.02 Any person hired on or after the effective date of this agreement or transferred therein after such effective date shall make application for Union Membership and shall as a condition of his continued employment maintain his Union Membership on the same terms and to the same extent as provided in Sub Section 5.01.

5.03 All present employees who are not members of the Union shall pay an amount equivalent to Union Dues. This Section shall remain effective during the term of this Agreement or any extension thereof or any successor Agreement.

5.04 The Company agrees to deduct Union Dues or the equivalent of Union Dues from the wages of all employees referred to in Sections 5.01, 5.02 and 5.03 for each month such employees receive pay for a period of thirty-two (32) hours or more. Such Union Dues or its equivalent will be deducted in accordance with the Constitution of the United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO, CLC.

Union Dues or the equivalent of Union Dues will be deducted from the second (2nd) pay each month and remitted to the Treasurer of Local 454 not later than ten (10) days following such deduction, accompanied by the following information:

- (i) from whose pay deductions have been made and the amount,
- (ii) from whose pay no deductions have been made and the reason for no deductions.
- (iii) list of those who have left the employ of the Company,
- (iv) a properly filled out check-off certification form supplied by the Union, and

(v) a properly filled out membership application form supplied by the Union.

(vi) The Company agrees to provide the Union with a list of new employees giving name, department, machine and shift and any other reasonable information requested by the Union.

5.05 Deduction Authorization Form for Union Dues

This form shall be signed in triplicate by all employees referred to in Section 5.01 as a condition of employment with the Company. This authorization shall remain effective during the term of the Agreement or any extension thereof or any successor Agreement.

Deduction Authorization Form

"I hereby authorize and direct Canada Cordage Inc. to deduct first (1st) months Union Dues, regular Union Dues, or other dues; in accordance with the Union Constitution and remit such dues to the Treasurer of Local 454, United Rubber, Cork, Linoleum and Plastic Workers of America, not later than ten (10) days following such deductions."

Signed by Employee

Address of Employee

Phone Number

Date

Copies to: Company, Union, Employee.

5.06 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability by reason of action taken for the purposes of complying with the provisions of this Article.

5.07 The Union shall notify the Company in writing of changes in dues, the names of Union Members or any other changes in the Constitution affecting the Company's obligations under this Article. The Union shall notify the Company in writing of the name of the Local Union Treasurer.

ARTICLE VI - UNION REPRESENTATION - GRIEVANCE PROCEDURE

6.01 The Company agrees to recognize a reasonable number of Stewards selected by the Union as provided below. Such Stewards shall be regular employees of the Company during their term of office and shall have completed their probationary period.

There shall be one (1) Chief Steward for the Bargaining Unit and there may be up to five (5) other Stewards as follows:

- (a) a total of three (3) Stewards for the Rope Room Department No. 3, Hard Fibre Department No. 4 and Extrusion Department No. 7;
- (b) one (1) Steward for the Maintenance Department No. 6;
- (c) one (1) Steward for the Finishing Department No. 2, Shipping Department No. 5, and Soft Fibre Department No. 1;

Any additions to the above may be made by mutual agreement.

6.02 The Union will inform the Company in writing of the names of the Stewards and of any subsequent changes in the names of the Stewards and the Company shall not be asked to recognize any Steward until such notification from the Union has been received.

6.03 It is understood that Stewards have their regular work to perform for the Company. If it is necessary to service a grievance or complaint during working hours, the Steward shall be permitted to leave work without loss of pay, provided that the Steward obtains the permission of the Supervisor to do so. Such permission shall not be unreasonably withheld. The Steward shall be paid at Average Hourly Earnings for time so spent away from work.

- 6.04 The Company further acknowledges the right of the Union to appoint or select from the Bargaining Unit a Negotiating Committee of not more than three (3) employees who have completed one (1) year's service. The Company will negotiate with such Committee for renewals or extensions of Agreements. The said Committee will cooperate with the Company in the administration of this Agreement. An International Representative of the Union may participate in such negotiations if requested to do so by the Union.
- 6.05 The Company will pay the Negotiating Committee one hundred percent (100%) of their Average Hourly Earnings for time lost during Normal Working Hours which is spent negotiating renewals to this Agreement, subject to a maximum of three (3) Negotiating Committee members.
- For meetings other than negotiations during the term of the Agreement, the Company will pay the members of the Negotiating Committee their Average Hourly Earnings for all time lost during Normal Working Hours.
- 6.06 Grievance Procedure
- Grievances must be filed within twenty-five (25) Normal Working Days of the Employee concerned, with circumstances giving rise to the grievance or such grievance will become null and void.
- 6.07 An employee who has a complaint shall first discuss same with the immediate Supervisor. The immediate Supervisor being the Supervisor of the Department in which the complaint takes place. The employee may be accompanied by the Steward if desired. If the complaint occurs outside the employee's department, the employee and Steward upon request to their department Supervisor shall be given permission to leave the department and shall be paid Average Hourly Earnings for such time lost while discussing this complaint. If the complaint is not settled, it may be treated as a grievance and thereafter processed through the Steps hereafter in sequence.

- Step No. 1 The aggrieved employee with the Steward shall present the grievance to the immediate Supervisor within three (3) Normal Working Days of the Supervisor's reply to the complaint. The Supervisor shall render a decision within three (3) Normal Working Days. If a satisfactory settlement is not reached, the Grievor and the Steward may proceed to the next Step within three (3) Normal Working Days thereafter.
- Step No. 2 The grievance shall be reduced to writing and presented to the Plant Manager by the Chief Steward at which time the parties will make an effort to resolve the grievance. The Plant Manager will render a written decision within three (3) Normal Working Days. Failing satisfactory settlement of the grievance, it may be processed to the next Step within three (3) Normal Working Days thereafter.
- Step No. 3 The Union Negotiating Committee shall present the grievance to the Company Management Committee. Within five (5) Normal Working Days thereafter a meeting shall take place between the above-named Committees. An International Representative of the Union may attend upon the request of the Union. The authorized member of the Management Committee shall render the disposition in writing to the grievance within three (3) Normal Working Days subsequent to such meeting.
- Step No. 4 Failing satisfactory settlement, the grievance may be referred by either party to the Board of Arbitration in writing at any time within thirty-five (35) calendar days following completion of Step No. 3, but not thereafter. Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration, or alleged violation of this Agreement which has been properly carried through all the Steps of the Grievance Procedure, including any questions as to whether a matter is arbitrable, and which has not been settled, will be referred to a Board of Arbitration at the written request of either of the parties hereto. When either party to this Agreement requests that a grievance be submitted to Arbitration, they shall make such request in writing and address same to the other party. Such request shall contain insofar as possible a complete and accurate statement of the grievance matter to be arbitrated.

- 6.08 The parties agree that a Single Arbitrator may hear any matter that may be heard by a Board of Arbitration on the mutual consent of the parties. The Single Arbitrator shall have the same powers as a Board of Arbitration.
- 6.09 The Board of Arbitration will be composed of one (1) person appointed by the Company, one (1) person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board. Within seven (7) calendar days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.
- 6.10 Should one person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on a third person within seven (7) calendar days of the notification mentioned in 6.09 above, the Minister of Labour for the Province of Ontario will be asked to appoint a third member to act as Chairman.
- 6.11 The decision of the Board of Arbitration or a majority thereof constituted in the above manner shall be binding on both parties.
- 6.12 The Board of Arbitration 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 or to give any decision inconsistent with the terms and provisions of the Agreement.
- 6.13 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the expense, if any, of the Chairman.
- 6.14 The time limits may be extended at any time by mutual agreement between the Company and the Union in writing.

- 6.15 The Union agrees that the final written answer of the Company to a grievance at any Step in the Grievance Procedure shall dispose of the grievance unless such is appealed by the Union within ten (10) Normal Working Days from the date of the Company's final answer. The only exception shall be that of an appeal to Arbitration wherein thirty-five (35) calendar days is allowed. Where the Company fails to answer in writing as provided in Step No. 2 of Section 6.07 and the President of the Union has reminded the Plant Manager of the lack of such notice and provided after such notification the Company fails to render its decision in writing within ten (10) Normal Working Days of the date of the President's reminder, the grievance will be settled in favour of the Grievor or the Union as the case may be.
- 6.16 No grievance after it has once been submitted to the Negotiating Committee for adjustment shall be settled except through the Negotiating Committee, or if otherwise, with the consent and approval of such Committee.
- 6.17 There shall be one regular meeting between the Company and the Union each month. Additional meetings shall be held when required.
- 6.18 Management - Grievances
- It is understood that the Company may file a grievance concerning a violation of this Agreement by the Union, its Officers or Stewards within fifteen (15) Normal Working Days of occurrence and that if such grievance is not resolved, it may be referred to Arbitration in accordance with this Agreement. Such grievances shall commence at Step No. 2 of the Grievance Procedure.
- 6.19 Union - Grievances
- It is understood that the Union may file a policy grievance concerning matters of general interpretation within fifteen (15) Normal Working Days of occurrence and if such grievance is not resolved, it may be referred to arbitration in accordance with this Agreement. Such grievances shall commence at Step NO. 2, of the Grievance Procedure.

6.20

Suspension, Discharge, Improper Layoff or Recall Cases

A claim by an employee of being unjustly suspended or discharged or being laid off or not recalled in accordance with this Agreement shall be treated as a grievance and shall commence at Step No. 2 of the Grievance Procedure if a written grievance is filed with the Plant Manager within five (5) Normal Working Days after the employee ceases work in the case of suspension, discharge or improper layoff and within fifteen (15) Normal Working Days after the employee should have been recalled.

In the event an employee is suspended or discharged, the Supervisor concerned shall notify such employee's Steward or Local Union President immediately.

Such special grievances may be settled under the Grievance Procedure by:

- (a) Confirming the Company's action;
- (b) reinstating the employee with full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable in the opinion of the parties or of an Arbitration Board.

When an employee at work is discharge without notice, the employee shall be given the opportunity to interview a Steward or a member of the Negotiating Committee at work in a suitable place. The above shall not apply when the circumstances are such that the employee must be removed from the premises of the Company without delay.

6.21

No Strike - No Lockout

The Union agrees there shall be no strike, picketing, sitdown, slowdown nor stoppage of work, either partial or complete, during the term of this Agreement. The Company agrees there shall be no lockout during such term.

ARTICLE VII - SENIORITY, SENIORITY RIGHTS

7.01 Seniority as referred to in this Agreement shall mean, length of continuous service in the employ of the Company and shall allow for time off as provided in Section 7.06 hereafter.

7.02 Probationary Period

An employee, hired after the effective date of this Agreement, will serve a Probationary Period of sixty (60) working days from the date of first employment except that in the case of intermittent employment due to layoff or approved leave of absence an employee will accumulate such sixty (60) working days over a twelve (12) month period from the date of employment and such employee's seniority date will be three (3) months prior to completion of the sixtieth (60th) working day. An employee will have no Seniority Rights until the Probationary Period is completed. Upon completion of the Probationary Period under this Section, the employee will be placed on the seniority list. The suspension or discharge of a Probationary employee shall not be subject to the Grievance Procedure.

7.03 Temporary Layoff

Any temporary reduction of the work force which is expected to be of not less than one (1) Normal Working Day and not more than five (5) Normal Working Days duration. Employees shall be laid off by seniority within the department and shift where the temporary condition exists providing the employees remaining can satisfactorily perform all the functions necessary to operate the department. The foregoing five (5) Normal Working Days may be extended by mutual agreement in writing between the Company and the Negotiating Committee.

7.04 Displacement and Layoff Procedures

Reduction of the work force in excess of five (5) Normal Working Days shall be based on the following factors:

- (a) Seniority
- (b) Qualifications

Where the qualifications referred to in paragraph (b) are relatively equal, seniority will govern.

The term "qualifications" as used in this Agreement, means such factors relating to job performance as skill, ability, experience, reliability and physical fitness.

Layoffs and recalls shall be exercised by Departments, except as provided in Section 7.05 (c).

7.05

When displacement and/or layoff of employees is necessary, the order shall be determined as follows:

- (a) Probationary employees will be laid off first in the Department and/or Plant.
- (b) An employee who has acquired Seniority Rights and who is displaced may:
 - (i) displace the least senior employee having less seniority in the Department whose position the employee is capable of efficiently performing. There shall only be one such displacement per layoff under this paragraph (b) (i).
 - (ii) if incapable under (i) displace a Probationary Employee in another Department. Providing such employee can qualify within a two (2) week learning period.
 - (iii) If incapable under (i) or (ii) above, displace an employee in another department with less seniority if such employee can qualify with no training.
 - (iv) if incapable under (i) (ii) or (iii) will be laid off from the Department in which such employee last established Seniority.

- (c) An employee who has three (3) years or more Seniority and is displaced may:
- (i) displace the least senior employee, having less Seniority, on any position within the Department on which the employee can qualify within a two (2) week learning period.
 - (ii) If there is no such position, displace the least senior employee, having less Seniority in the plant, provided the employee is qualified to perform the job within a two (2) week learning period,
 - (iii) if not able to qualify for a position under (i) or (ii) will be laid off from the Department in which Seniority was last established.

7.06

Accumulation of Seniority

Seniority shall accumulate in the following circumstances:

- (a) when actually at work;
- (b) when off work due to sickness or accident; other than as referred to in Section 7.18 or up to the times specified in Sections 7.07 (e)
- (c) when off work due to approved Leave of Absence to a maximum of one (1) year;
- (d) when off work due to Layoff up to the times specified in Section 7.07 (d).

7.07

Termination of Seniority

Seniority shall terminate and an employee shall cease to be employed by the Company for any of the following reasons;

- (a) when an employee quits employment;
- (b) when an employee is discharged and not reinstated through the Grievance Procedure;

- (c) when an employee overstays an authorized Leave of Absence unless a reason acceptable to the Company is given;
- (d) when an employee is laid off for a period in excess of six (6) months and has less than three (3) years Seniority, for a period in excess of twelve (12) months and has three (3) years Seniority but less than five (5) years, for a period in excess of two (2) years and has five (5) years Seniority but less than ten (10) years, or for a period in excess of three (3) years and has ten (10) or more years Seniority;
- (e) when off work due to illness or injury not covered by Workers' Compensation; has less than one (1) year of Seniority for a period equal to the length of their Seniority; has one (1) year or more of Seniority for a period of twelve (12) months;
- (f) if an employee on layoff fails to return to work within one (1) week of notice sent by registered mail to the last known address of the employee on the Company's records unless prior notification is given to the employee and an extension is mutually agreed to.

7.08

An employee, who has acquired Seniority Rights presently in, or who has been in what is now the Bargaining Unit who transfers to a Supervisory position or any position outside the Bargaining Unit directly connected with the operation of the Plant, who returns to the Bargaining Unit within six months of the transfer, shall return to the position held prior to transfer, but shall not displace an employee with more Seniority. Failing this may be placed in another position providing such employee is qualified and has more Seniority than the employee to be displaced. Time spent on Supervisory or other positions outside the Bargaining Unit as herein provided shall not be credited to the Department where Seniority was established prior to the promotion or transfer.

7.09 Where an employee has been displaced from his job due to a cut in production and such job is resumed again within a three (3) month period from the day he is displaced, he will be offered such job before it can be declared vacant. If during said three (3) month period the employee bids and is granted another job he will forfeit his right to his former job.

7.10 Recall Procedures

Employees will be recalled to the plant, their Department or former position in the reverse order of layoff, as follows:

- (a) The Company agrees that before it hires any new employees it will give preference to existing employees on layoff who have recall rights, provided they have the qualifications required.
- (b) Employees who are not capable of performing under (a) shall be returned to the recall list in accordance with their original date of layoff.

7.11 Transfer of Department Seniority

In the case of transfer, layoff or displacement, an employee's Department Seniority shall be transferred to the new Department after three (3) months in the new department. In the event of closure of all or part of a Department, an employee who transfers into another Department as a result shall have Department Seniority immediately after transferred to the new Department.

7.12 Filling Vacancies

The Company agrees to post permanent vacancies in the plant. A permanent vacancy is where no employee at work has recall rights under Sections 7.09, 7.10, 7.18 or 7.19. Such permanent vacancies will be filled as follows:

- (a) The posting shall identify the vacancy, the location of the work, the rate of pay, whether or not shift work is involved and the date and time of posting.

- (b) An employee who has acquired Seniority Rights, wishing to make application for the posting must do so in writing to the Plant Manager or designate during the posting period. Such applications will be in triplicate and date stamped by the Plant Manager or designate, upon receipt. A copy of the application will be retained by the employee and one copy to be sent to the President of the Union. Senior employees will be given preference in accordance with the principles set out in Section 7.04.

Employees who are awarded a job posting will not be eligible for consideration for further posting until the expiration of ten (10) months from the date of commencement of the new job. This will not apply if the job becomes redundant or the employee is displaced from the job through the lay-off procedure or taken off the job as per Article 7.12 (e) below.

- (c) Vacancies will be posted in all customary posting areas for a period of forth-eight (48) consecutive hours during the Normal Work Week. All Transfer Applications on file along with the job posting applications received will be considered for the vacancy.
- (d) Transfer Applications received prior to the job posting, will be considered for the first vacancy created by a job posting. All subsequent vacancies created by filling of a vacancy in accordance with this Section shall not receive a posting except in the case where a selected employee has returned to a previous position, then the original vacancy shall be reposted in accordance with this Section.
- (e) The Company shall have the right to transfer an employee who has obtained a vacancy posting but who is unsatisfactory, back to the position from which transferred, during the first thirty (30) working days of such applicant's transfer.
- (f) The Company agrees that before it hires new employees to fill a vacancy, it will give preference to existing employees with the required qualifications.

- (g) The Company shall have the right to delay a transfer on a job posting for a period of time equal to the normal training period required to train a replacement. In any event this period of time shall in no case exceed three (3) months.
- (h) When an employee wishes to consider a transfer to another job, the employee shall make written application through the Personnel Department on the forms provided. Such application shall be automatically cancelled after one (1) year or if the employee is transferred within the year. Employees will be allowed two (2) transfers on file at any one time. Copies of said transfers will be given to the employee involved and one (1) copy to the President of the Union.
- (i) An employee awarded the job posting shall have his Seniority start on the new job no later than the following Sunday after awarded the job posting.

7.13

Leave of Absence

The Company agrees to grant Leave of Absence without pay to employees, who have acquired Seniority Rights for reasons of sickness, injury, personal, maternity and Union business subject to the applicable Sections of this Article.

7.14

Sickness or Injury Leave

The Company will grant Leave of Absence for sickness or injury in writing to an employee upon written request from the employee. When the employee is unable to make this request in writing the Company will grant leave of Absence in writing upon being made aware of the employee's requiring a Leave:

- (a) The duration of Leave of Absence under this Section will be up to three (3) months, subject to extension upon request provided an extension is necessary.

- (b) The duration of Leave of Absence will not be for more than one (1) year without review by the Company, the Union and the employee involved.

7.15 Personal Leave

The Company may grant Leave of Absence without pay to an employee for reasons regarded as justifiable and acceptable to the Company provided it does not unreasonably interfere with the efficient operation of the plant. Requests for Leave of Absence shall be made in writing at least four (4) weeks in advance except in cases of emergency. The answer shall be given in writing within ten (10) calendar days of such request.

7.16 Maternity and Paternity Leave

Maternity Leave shall be granted in accordance with the Employment Standards Act of Ontario. The Company agrees to grant one (1) day paternity leave which can be taken either on the day of the birth or on the day of hospital discharge.

7.17 Union Leave

The Company agrees the employees shall be granted time off without pay to attend Union education sessions or conventions. No more than two (2) employees shall be granted such leave at any one time. The employees shall be from different Departments. A total of thirty (30) calendar days per year shall be allowed for such leaves.

Requests for such leaves must be made in writing at least one (1) week in advance. The parties may mutually agree in writing to allow leave other than as provided in this Section. It is mutually agreed that the leave will not unreasonably interfere with the efficient operation of the Plant.

7.18 Return from Leave of Absence

An employee who returns from Leave as provided for in this Article shall be reinstated according to the following procedure:

- (a) The employee shall be returned in accordance with Seniority, to the Department where Seniority was last established and the position in such Department held prior to leave, provided the employee is capable of performing the work.
- (b) An employee returning from leave who does not meet the requirements set out in (a) of this Section shall have the right to use the procedures set out in Sections 7.05, 7.12, Recall Procedures, in that order.

7.19

An employee who is absent from work because of a compensable injury incurred in the employ of the Company is not considered to be on leave in the meaning of this Article. Such employee may return to work when certified medically fit to do so, subject to the Seniority Provisions set out in this Article and will be credited with full accumulation of Seniority on return. Any employee who by medical certification will remain permanently disabled and unable to work in the Company's plant shall be terminated as of the date of such certification.

7.20

Union President Seniority Rights

The Company agrees that an Employee who has at least one (1) year of Seniority and is President or in his absence the Vice President of Local 454 will be retained at work during layoff, notwithstanding Seniority, provided there is work in such employee's Department, or work available, and the employee is willing and able to perform, subject to qualifications.

7.21

- (a) The President and/or the Vice President of Local 454 will be retained on the day shift while holding office in the Local Union.
- (b) The Negotiating Committee shall be retained on day shift from the week of the first Negotiation meeting until Negotiations are complete and shall be paid Average Hourly Earnings or the rate of the job, whichever is greater.

7.22

The Company agrees to post a Seniority list and furnish the Union with a copy every six (6) months.

ARTICLE VIII - WAGES, SPECIAL PAYMENTS

8.01 During the term of the Agreement the Company and the Union agree that the minimum wages will be made in accordance with the wage rates set forth in Schedule "A" hereto which is hereby made a part of this Agreement. The start rate shall be eight percent (8%) below the base rate set out in Schedule "A".

8.02 The Company agrees that all employees shall be paid weekly as follows: Week I a draw will be issued which consists of all hours worked the previous week including overtime hours, and any eligible statutory holidays which fall in that week times the employee's average hourly earnings. This amount will be subject to a withholding of 30%. Week II the total gross pay will be calculated for the previous two week period. Regular deductions will be made together with a deduction for the net draw received the previous week.

- (a) Employees on the afternoon shift shall receive their pay cheques on Thursday afternoon.
- (b) Employees on the night shift shall receive their pay cheques on Thursday evening or in accordance with Letter of Understanding #8
- (c) Employees on day shift shall receive their pay cheques on Thursday morning.
- (d) In the event of a paid holiday falling during a pay week the Company may extend the payday to Friday.
- (e) Pay shortage adjustments of \$10.00 and up will be made by quick cheque on payday or on the next work day following payday.

8.03 Shift Premium

There shall be a premium of forty-two cents (.42) per hour paid for all hours worked on the afternoon shift and a premium of forty-eight (.48) per hour paid for all hours worked on the night shift.

8.04

Call-In Pay

An employee who is called back to work after leaving the Company premises, shall be paid at time and one-half for all hours worked or three (3) hours pay at Average Hourly Earnings, whichever is the greater. Where work is in excess of two (2) hours, time and one-half shall be paid for four (4) hours pay at Average Hourly Earnings, whichever is greater.

8.05

Bereavement Pay Leave

- (a) In the event of the death of an employee's spouse, father, mother, son, daughter, brother, sister, mother-in-law, or father-in-law, such employee shall, upon notification to the Company be granted a maximum of three (3) days leave of absence for this purpose. It is further agreed that in the event that any or all of the leave of absence falls during the employee's scheduled Normal Working Days, the employee will be paid for lost time at Average Hourly Earnings.
- (b) In the event of the death of an employee's grandparent, brother-in-law, sister-in-law, grandchildren, son-in-law or daughter-in-law, such employee shall, upon notification to the Company, be granted up to a maximum of one (1) day leave of absence, provided the employee uses such time for the purpose of attending the funeral of the deceased relative. It is further agreed that in the event that any or all of the leave of absence falls during the employee's scheduled Normal Working Days, the employee will be paid for the lost time at Average Hourly Earnings.
- (c) Bereavement leave shall also be granted in the case of a legal common-law spouse, but only if the common-law spouse has co-habited with the employee and has been publicly represented as a spouse. As well all relationships are considered as mentioned above
- (d) Additional leave without pay may be granted upon request .

8.06

Jury Duty - Witness Pay - Oath of Citizenship

- (a) An employee who is called for jury duty or subpoenaed as a Crown Witness shall be compensated by the Company for the difference between payment received for such duty and such employee's Average Hourly Earnings for the straight time hours that were lost from scheduled Normal Working Hours. The differential payment made in accordance with this Article shall only be made upon presentation of the documentary proof of call to duty, performance of duty and payment received thereof.
- (b) When an employee requests time off from work for the purpose of taking his Oath of Citizenship, he shall be paid for time lost from his regular scheduled shift to take said oath subject to a maximum of eight (8) hours. Payment shall be made at the employee's Average Hourly Earnings on a straight time basis.

In order to qualify for such payment the employee shall notify the Company at least one (1) week in advance, and shall make claim for payment through the Personnel Department.

8.07

An employee who is injured in the plant and unable to complete the shift shall be paid at Average Hourly Earnings for the balance of the shift provided such employee first reports to the First Aid Department or supervisor.

8.08

Report-In Pay

An employee that reports for work at the normal scheduled time and no work is available, shall receive four (4) hours pay at Average Hourly Earnings unless notified not to report at least one (1) hour in advance. This Section shall not apply in cases where work is not available due to circumstances beyond the control of the company such as snow storms, power failure, equipment breakdown or other acts of God.

8.09

Transfer Payments

- (a) When an employee is permanently transferred from regular work for reasons such as displacement through the seniority procedures; or application for transfer; such employee shall be paid Base Rate or according to qualifications to perform the other work.
- (b) When an employee is temporarily transferred from regular work for performing inventory work; for performing experimental work; or training another employee, such employee shall be paid Average Hourly Earnings.
- (c) When an employee is temporarily transferred from regular work in the Company's interests, such employee shall be paid Average Hourly Earnings or the earned rate of the work transferred to, whichever is the higher. The length of a temporary transfer shall not exceed one hundred twenty (120) working days excluding Saturdays with sixty (60) working days between transfers unless mutually agreed between Company and Union.
- (d) When an employee is temporarily transferred from regular work for reasons of shortage of regular work such employee shall be paid Base Rate or according to qualifications to perform the other work. The option to leave and be paid only for the time at work, rather than transfer to the offered job shall be given to the employee.

8.10

Raw Material - Non-Standard Procedure

- (a) When an employee is working with defective or inferior raw materials and this stock condition could extend beyond a normal eight (8) hours shift, he will report this condition to his Supervisor who will investigate and confirm this stock condition.

A temporary rate will be issued so that an employee working under this stock condition will be able to maintain his normal earning level and this temporary rate will remain in effect as long as the stock condition remains.

- (b) When an employee is following a non-standard procedure, such employee shall be paid Average Hourly Earnings, provided such employee makes a satisfactory effort on the job.

Either of the above conditions must be reported to the Department Supervisor as soon as the condition arises.

8.11 Payment of Safety Shoes

The Company will pay one hundred percent (100%) of the cost of safety shoes to a maximum of sixty dollars (\$60.00) once every twelve (12) month period for all employees who have acquired Seniority Rights.

Effective March 1, 1994, maximum will increase to sixty-five dollars (\$65.00).

- (a) All other safety equipment will be supplied and paid for by the Company.
- (b) Winter clothing will be supplied and paid for by the Company for persons working outside. All winter clothing will remain the property of the Company and will remain on the Company premises.

8.12 Definition of Average Hourly Earnings

"Average Hourly Earnings" as used in this Agreement shall mean, in the case of an hourly rated employee, the regular hourly rate being paid the employee, or in the case of an incentive employee, the earnings of the employee over the immediate past eight (8) pay periods worked divided by the number of hours worked.

Article IX - Incentive

- 9.01 The parties agree that the incentive rates currently in effect shall remain unchanged unless there is a corresponding change in method, operation, layout or product specification or unless mutually agreed to. The Company agrees where it is unable to provide a one hundred percent (100%) workload when setting incentive rates, the employee involved will be made-up to one hundred percent (100%), however, the Company reserves the right to allocate additional workload for the employee to substitute for such make-up.

- 9.02 (a) When a rate is altered or a new rate is established, notice of such rate will be provided at least one (1) Normal Working Day in advance to the employees affected, at which time the Company will explain the altered, or the new rate to the Steward and the Employees.
- (b) The Company agrees to pay Average Hourly Earnings for orders which take less than one (1) shift to run. This will be authorized by the Department Supervisor.

9.03 Persons outside the Bargaining Unit shall not be used to establish time standards.

9.04 Trial Period

When an altered or new incentive rate becomes effective, the employee will give such rate a trial period of ten (10) Normal Working Days, putting forth a reasonable effort, before any complaint is registered. On completion of the trial period, the Company will inform the employee of the amount of earnings since the altered or new rate became effective.

9.05 Incentive Rate Complaints

It is agreed that the resolution of any incentive rate complaint should be as expeditious as possible, using the following:

- (a) In the event an employee complains about an altered or new rate, such complaint shall be treated as a grievance and processed through the Grievance Procedure. Upon receiving the complaint, the Company will re-check the rate.

- (b) The Union may bring in a qualified International Time Study Engineer at Step No. 3 provided arrangements are made in advance. The data shall be made available to the International Engineer who may perform a check study of the rate in dispute in the presence of the Company's Time Study Engineer. The International Engineer shall render an opinion based on the Company's system of rate measurement standards.
- (c) Step No. 4 of the Grievance Procedure will be complied with by the parties appointing an outside Industrial Time Study Engineer with experience in time study. Failing to agree on such an appointment, either party may request the Minister of Labour for Ontario to appoint such a person. The cost of such a person will be shared equally by the parties.

9.06

Payment of Adjustments

Should any adjustments be made, under Section 9.05, in any incentive rate, it will be retroactive to the date the rate became effective, unless the complaint is registered more than fifteen (15) Normal Working Days after the effective date of such rate, in which case the adjustment will be retroactive to the date of the complaint.

ARTICLE X - PAID HOLIDAYS

10.01

The Company recognizes the following ten (10) Paid Holidays and agrees that all employees who have acquired Seniority Rights and who qualify in accordance with this Article shall receive payment for such holidays based on their Average Hourly Earnings multiplied by the Normal Hours per day. Employees who perform work on any of these holidays shall be paid at the rate of double time for all such hours worked in addition to their holiday pay.

New Year's Day
 Good Friday
 Victoria Day
 Canada Day
 Civic Holiday

Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day
 Floater (1 per calendar year)

The date of the floating holiday to be mutually agreed upon.

When one of the holidays stated above falls on a Saturday, it will be observed on the preceding Friday. When one of the holidays stated above falls on a Sunday, it will be observed on the following Monday. When two successive holidays fall on a Friday, Saturday, Sunday or Monday, they shall be observed on Friday and Monday.

10.02 To qualify for holiday pay an employee must work on the last full scheduled Normal Shift prior to and the first full scheduled Normal Shift after the holiday unless absent with the permission of the Company, subject to the exceptions in this Article.

10.03 An employee who is absent on one, but not both of the qualifying days and the reason of absence was because:

- (a) The employee was late in reporting for work due to a reason beyond the employee's control that is acceptable to the Company;
- (b) The employee who is absent on one or both of the qualifying days as a result of being confined in hospital and such is verified to the satisfaction of the Company then so long as the employee has been at work some part of the week during which one of the qualifying days fall such employee shall receive payment for the Paid Holiday. This exception is limited to the number of Paid Holidays falling within the thirty (30) day period from the date of the qualifying day during the same confinement case.

(c) The employee was absent on one or both of the qualifying days as a result of being on an approved leave of absence and provided the employee has been at work some part of the week during which one of the qualifying days fall, such employee shall receive payment for the Paid Holiday.

10.04 (a) Employees absent on the holiday who are receiving Workers' Compensation shall not receive holiday pay.

(b) Employees absent and receiving Weekly Indemnity Benefits, shall receive the difference between the Weekly Indemnity and what the employee would be paid for such holiday for those holidays falling within a thirty (30) day period from when the absence commenced.

10.05 When one of the paid holidays falls during the vacation period of an employee, otherwise eligible for such Paid Holiday, such employee will be paid such holiday pay and given another day off by mutual agreement. The qualifying days as provided in Section 10.02 herewith shall be the last scheduled Normal Work Day preceding and following the vacation period.

10.06 An employee who does not work either one or both of the qualifying days due to layoff, shall be paid for such holiday on return to work, provided the layoff does not exceed three (3) calendar weeks.

ARTICLE XI - HOURS OF WORK, OVERTIME

11.01 This Article is intended to define the Normal Hours of Work and shall not be construed as a guarantee of hours of work per day or week, or of days per week.

11.02 Normal Hours

The Normal Hours per day and week shall be eight (8) hours per day and forty (40) hours per week for all employees, scheduled as follows:

- (a) For employees working on a three (3) shift basis (7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m.) scheduled from 11:00 p.m. Sunday through 11:00 p.m. Friday.
- (b) For employees working on a two (2) shift basis (7:00 a.m. to 3:30 p.m., 3:30 p.m. to 12:00 midnight) scheduled from 7:00 a.m. Monday through 12:00 midnight Friday.
- (c) For employees working on a one (1) shift basis scheduled from 7:00 a.m. to 3:30 p.m. Monday through Friday, except as provided in (d) and (e) of this Section.
- (d) For employees assigned as Oilers and Stationary Engineers on a one (1) shift basis scheduled from 8:00 a.m. to 4:30 p.m. Monday through Friday.
- (e) For employees assigned to the position of Quality Control, **Truckers**, Yarn Storage, Mill Service and Receiving, Shipping and Receiving on a one (1) shift basis scheduled from Monday through Friday with shift starting times from 7:00 a.m. to 9:00 a.m. and shift quitting times from 3:30 p.m. to 5:30 p.m.

It is further agreed that the Company and the Negotiating Committee may mutually agree to alter the provisions of this Section for good reason.

11.03

Overtime

- (a) The Company agrees that employees who work in excess of forty (40) hours per week shall be paid at the rate of time and one-half. Time and one-half shall be paid for all time worked in excess of his normal hours per day, when he is prevented from working his full working week by the intervention of a paid holiday(s) or by the failure of the Company to provide him work or by the circumstances listed in 7.13, 7.14, 7.15, 7.16, 7.17, 8.05 (a), (b), (c), 8.06 (a) and (b), 8.07, Article XII.

- (b) The Company agrees that hours worked between 11:00 pm. Friday and 11:00 p.m. Saturday shall be paid for at the rate of time and one-half. Hours worked between 11:00 p.m. Saturday and 11:00 pm. Sunday shall be paid for at the rate of double time.
- (c) An employee reporting to work twice within a twenty-four (24) hour period except on his normal shift, shall be paid at the rate of time and one-half for all extra hours worked during such second period except as outlined in Section 11:06.
- (d) Employees will be notified at least 48 hours prior to cancellation of overtime. Where the company has failed to give 48 hours notice the employee will be compensated for these hours offered at applicable rates. This does not apply where cancelled overtime is a result of absenteeism or circumstances beyond the control of the company such as snow storms, power failure, equipment breakdown or other acts of God.

11.04

- (i) The Company shall have the right to schedule overtime where in its discretion same is required. Overtime scheduled and posted not later than the last working day of the previous week will not be voluntary, all other overtime will be on a voluntary basis (with the exception of Maintenance). In the case of any individual employee, the Company will consider any reasonable request to be excused from overtime work on any particular occasion for valid reasons. Overtime shall be distributed equally among employees in the Department who normally perform the work in question.
- (ii) The Company agrees that all overtime worked during the months of July and August will be voluntary. This will not apply to maintenance in the case of breakdowns, emergency situations, call-ins or any situation beyond company control unless said work can be planned in advance.

11.05

Employees who work overtime shall not be required to take time off to offset such overtime.

- 11.06 Overtime work does not include:
- (a) time worked by employees substituting for one another at their own request;
 - (b) a change in working hours at the employee's request;
 - (c) the regular shift change.

11.07 Lunch and Rest Periods

- (a) There shall be one (1) ten (10) minute paid rest period in the first (1st) half of each shift;
- (b) There shall be a one-half ($\frac{1}{2}$) hour unpaid lunch period during each shift for all employees, except those employees assigned on a three (3) shift basis, in which case there shall be a twenty (20) minute paid lunch period during each shift;
- (c) Employees on a three (3) shift basis who earn incentive over eight (8) hours will be paid twenty (20) minutes at the Base Rate for the lunch period.

11.08 Wash-Up Period

Employees shall be allowed a five minute paid wash-up period per shift immediately before their designated lunch period and also immediately before the end of the shift. Employees who leave their work station prior to these times shall be subject to discipline.

ARTICLE XII - VACATIONS

12.01 Employees's annual vacation and vacation pay shall be granted as follows:

- (a) An employee having less than one (1) year of Seniority as of June 30th, shall be granted vacation pay in accordance with the current Employment Standards Act.

- (b) An employee having one (1) year of Seniority but less than five (5) years of Seniority as of June 30th, shall be granted two (2) weeks vacation with pay amounting to four percent (4%) of earnings for the twelve (12) month period ending on June 30th.
- (c) An employee having five (5) years of Seniority but less than thirteen (13) years of Seniority as of June 30th shall be granted three (3) weeks vacation with pay amounting to six percent (6%) of earnings for the twelve (12) month period ending on June 30th.
- (d) An employee having thirteen (13) years of Seniority but less than twenty-three (23) years Seniority as of June 30th, shall be granted four (4) weeks vacation with pay amounting to eight percent (8%) of earnings for the twelve month period ending on June 30th.
- (e) An employee having twenty-three (23) years or more Seniority as of June 30th, shall be granted five (5) weeks vacation with pay amounting to ten percent (10%) of earnings for the twelve (12) month period ending on June 30th.

12.02

An employee who completes one, five, thirteen or twenty-three (1,5,13 or 23) years Seniority between July 1st and August 31st in the current year is eligible for an additional week of vacation in the same current year in addition to the regular vacation already granted.

Vacation pay for the additional week shall be two percent (2%) of earnings for the twelve (12) month period ending on June 30th in the current year.

12.03

The regular two (2) week plant shutdown shall occur between July 15th and August 15th. Notice of the plant shutdown will be posted as far in advance as possible but not later than April 1st.

It is agreed that the Company may schedule employees to work during the plant shutdown period for good and sufficient reason, but will make every effort to avoid this practice.

It is agreed that the third, fourth and fifth week of vacation will not necessarily be granted consecutively with the other two. The third, fourth and fifth week of vacation will be taken at a time mutually agreed upon by the employee and the Company.

12.04 An employee absent due to medically certified illness or injury who has worked two hundred (200) days in a year, shall receive vacation pay equal to forty (40) times Average Hourly Earnings per eligible week. Days worked for the purpose of this Section shall include holidays and plant shutdown.

12.05 An employee who leaves the employ of the Company before becoming entitled to a vacation as provided in this Article shall receive vacation pay according to the percentage to which such employee would have been entitled if in employment to June 30th.

12.06 The Company will give to each employee a statement showing earnings for the past vacation year along with vacation pay.

Vacation pay shall be based on actual wages earned and vacation pay paid for the twelve (12) months preceding July 1st.

ARTICLE XIII - GENERAL

13.01 Bulletin Boards

The Company will provide bulletin boards for the convenience of the Union in posting notices. Such notices must relate to the relationship between the Company, the Union and the employees. All such notices must be submitted to the Company President or an authorized representative for approval before being posted.

13.02 Health and Safety

The Company shall make reasonable provisions for the safety and health of the employees during the hours of their employment.

13.03 The Company and the Union shall name a Safety and Health Committee comprising an equal number of Company and Union representatives, three from each. This Committee shall meet and inspect the plants at least once per month and generally be responsible for ensuring the safe work environment. The Union representatives shall not suffer any loss of pay as a result of the inspections or meetings of the Safety Committee.

13.04 Separate Agreements

The following are separate agreements between the parties and form part of this Collective Agreement:

Welfare Benefit Plan Agreement
Letters of Understanding 1 - 13
Company Pension Plan

13.05 Definition of Departments

Definition of Departments is attached hereto as Schedule "B".

13.06 Pension Plan

There shall be a Pension Plan available to employees on a voluntary basis. Employees must have completed six (6) months service to be eligible to participate in the plan.

There shall be a deduction of two dollars (\$2.00) per week from the pay of those employees who decide to participate in the Plan. The Company will match the amount of two dollars (\$2.00) per week and contribute the same for the benefit of each employee participating in the Plan. Employees who wish may contribute an amount in excess of two dollars (\$2.00) per week.

The Company agrees that our pension agreement will be submitted in contract terms and incorporated as part of our Collective Agreement.

**ARTICLE XIV - DURATION**

- 14.01 This Agreement shall become effective on the first ~~(1st) day of March 1993~~ and remain in full force and effect until ~~midnight February 28, 1995~~, and shall continue in effect thereafter from year to year for further periods of one (1) year each unless either party shall have given written notice of termination or written notice of proposals for amendments to the party not less than thirty (30) days and not more than ninety (90) days prior to the expiration date or any yearly period thereafter.
- 14.02 In the Event that written notice of termination or proposals for amendments have been given by either party in accordance with 14.01 above, negotiations shall proceed during the notice period with a view to completing a new Agreement.
- 14.03 This Agreement shall continue in effect until the date of expiry or until the procedure provided in the Labour Relations Act of Ontario has expired, whichever is later.
- 14.04 This Agreement may be amended at any time by the mutual agreement of the parties in writing.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives on the day and year first above written:

DATE SIGNED November 5, 1993

CANADA CORDAGE INC.

LOCAL 454
UNITED RUBBER, CORK,
LINOLEUM AND PLASTIC
WORKERS OF AMERICA
AFL-CIO, CLC

[Signature]
[Signature]
Rudman Busch

Mike McLaughlin
Adeline Santos
Peter DeFina
Kenneth [unclear] [unclear]

LETTERS OF UNDERSTAN

During recent Contract Negotiations, the following Letters of Understanding were agreed upon by the parties:

- 1) The Company will provide one pair of scissors or a knife to each new employee and will replace same when worn out or broken. Worn or broken knives and scissors will be given to Department Supervisor before replacement is issued. Each employee will be responsible for the custody of his or her scissors or knife and will be charged for a replacement if lost or stolen.
- 2) It is the responsibility of all trades to have the basic hand tools required for the performance of their duty. However, all special equipment and tools are made available by the Company. The cost of replacing or repairing personal hand tools will be absorbed by the Company providing the employee proves to his Supervisor that the damage occurred while carrying out his duties with Canada Cordage Inc.
- 3) The Company will absorb seventy-five percent (75%) of the cost of coveralls for the Maintenance Department with the employee paying the remaining twenty-five percent (25%)
- 4) The Company shall allocate 10% of the 1993 and 1994 Fiscal year pre tax profits on the Cordage operations to be shared by all employees of Canada Cordage Inc. of Kitchener, Ontario.
- 5) The Company agrees to pay a maximum payment of fifty-five dollars (\$55.00) towards prescription glasses damaged on the job. This payment will apply to the Maintenance Department only.
- 6) The purpose of this letter of understanding is to state that every reasonable effort will be made to pay the employees on night shift on Thursday morning.
It is agreed, however, that if changing circumstances in the payroll department will not permit early payment we shall comply with Article 8.02 (b) of this Collective Labour Agreement.

- 7) The Company agrees to grant one hour release time where necessary, in order to prepare for a job related course to upgrade a skilled trade. Payment for this release time will be made at the end of the course and upon presentation of a verified certificate of attendance. Upon successful completion of work related courses the company will reimburse employees for 75% of the cost of the course. Such course must be approved by the Plant Manager prior to enrolment in order to qualify for reimbursement.
- 8) The purpose of this letter of Understanding is to set out terms and conditions concerning "Red Circle" rates as listed below. If any such employee is permanently transferred from the position listed, the Red Circle rate no longer applies. Current Red Circle rates will be frozen until such time as the Base Rate for these employees is equal to or exceeds the Red Circle rate. At such time these Red Circle rates will be eliminated.

<u>Clock #</u>	<u>Employee</u>	<u>Dept.</u>	<u>Red Circle Position</u>
187	A. Vieira	3	No. 2 Watson
191	L. Silveira	3	17 x 8 Layer

- 9) The Purpose of this Letter of understanding is to set out the Job Descriptions for the Skilled Trades as follows:

CLASS II ELECTRICIAN

Good skills in electrical wiring to fit and install conduit rigid and flexible
 To run electric cable
 To wire switches starters motors
 Lighting outlet receptacles

CLASS I

Ontario License

To trouble shoot electrical systems A.C. and D.C.

Basic knowledge of electronics

Use all electrical test equipment

Volt meter and Meter OHMS tester etc.

All aspects of wiring switches

Safety switches interlocks transformers

Knowledge of all motors

Testing installing bearings brushes

Centrifical switches

Electrical hoists and controls

Controls and solenoids for hydraulic and pneumatic systems

Programable controllers and predetermining counters

Electric brakes and clutches

Able to read and understand schematics

CLASS I MILLWRIGHT

From Class 1 Mechanic

Ontario License

Be able to

Weld all positions gas and electric all metals
incl. cast iron

SHEET METAL WORK

Duct work hoods and covers and tanks

Lay out using formula's

PIPE WORK

Air water hydraulic

Knowledge of

Lifting equipment chain falls, jacks, hoists,
slings

Rigging for lifting

To move and install machinery safety install and
align pumps conveyors shafts and power drives

Read and work from blue prints to demonstrate
safety in all aspects of lifting and moving
equipment and the use of tow motors.

Oxy - acetylene cutting

CLASS I MECHANIC

Gas and electric welding
 Basic machining key way cutting machine
 Able to read and work from blue prints and machinery specifications
 To strip and assemble all machines including pumps compressors, vacuum pumps, gear boxes and vari drives.
 Use of all measuring tools vernier, micrometer, height gage, slip gages and dial gage
 Install all bearing correctly-ball, roller, linear, pillow blocks, oilite bearings, bronze bushings, and hanger bearings.
 Fit and install taper pins, dowel pins and retaining rings
 Use of all hand tools including hand reamers, and scrappers to close tolerances.
 Good knowledge of hydraulic and pneumatic systems
 Safe use of oxy-acetylene cutting equipment
 Safe use of cut off saws
 Installation of couplings and correct alignment
 Ontario License

CLASS III MECHANIC

A good mechanical aptitude
 Basic knowledge and use of all hand tools
 Able to
 Disassemble and clean machinery and equipment
 To demonstrate safety in work habits and the use of hand tools

CLASS II MECHANIC

To strip and assemble general production machinery
 Install bearings and fit new parts
 Install and align pulleys sprockets and gears
 Install drive chains and belts to correct tension
 To drill and tap holes correctly
 Basic welding gas and electric
 To tack weld for final welding
 Fit and install keys correctly to tolerance
 To rivet and fasten parts correctly
 Use of drill presses and pedestal grinders

MACHINIST CLASS II**ABLE TO: -**

Run lathes - milling machines turning - boring to close tolerances.

Screw cutting external left - right hand parting off and general machining accurate use of measuring instruments.

BASIC MILLING

Cutting keyways machining to size ability to set up machines

Grind and determine cutting tools

CLASS I

Accurate use of all machinery lathes - milling machine shaper surface & cylindrical grinders. Key cutters dividing heads drilling machine cut all thread internal and external familiar with all formulas to determine cutting, feeds, - for gear blanks, cut all gearing bevel helical spur sprockets and timing pulleys.

Ability to finish machined parts by hand to a high finish using hand tools file scrapper hand grinder

All machine reaming

All splines internal and external

Die repair and new dies

Case hardening and tempering

Ontario License

10)

For the full term of this agreement the following letter will supersede article 4.02 of the Welfare Benefit Agreement. It is understood this program will be on a trial basis for the term of this contract, at which time either party may elect to return to the previous plan.

The Company will introduce a revised disability program that provides for fifteen (15) weeks of Weekly Indemnity, after which, if the employee is unable to return to work he/she will apply for Long Term Disability to be paid for a maximum period of two (2) years, but not beyond age sixty-five (65).

The Long Term Disability is payable at the same dollar amount as the Weekly Indemnity Benefit. To qualify an employee must be considered totally disabled. Definition of total disability, is unable to perform at least 60% of his/her own occupation. Long Term Disability benefits will be offset by Primary Canada Pension Plan payments and Workers' Compensation Benefits. The Company will subsidize employees for delays in benefits in excess of two (2) weeks and will be reimbursed once benefits are received.

If disabled employee is receiving widowers and/or Workers' Compensation payments the Long Term Disability payment from the Group Insurance carrier may be reduced so that the employees income will not exceed eighty-five (85) percent of income prior to the Weekly Indemnity claim.

- 11) The Purpose of this Letter of Understanding is to outline the terms of the 1994 wage increase. The wage increase effective March 1, 1994, will be 2% or the Consumer Price Index from December 31, 1992 to December 31, 1993 to a maximum of 3%, whichever is greater.

Date Signed: November 5, 1993

Luann Busch
Luann Busch
Personnel Administrator

Mike McCulligh
Mike McCulligh
President, Local 454 URW

Schedule A
Dept. 1 - Soft Fibre
Regular Standard Hourly Rates

<u>POSITION</u>	<u>EFFECTIVE DATE MARCH 1, 1993</u>	
	<u>START</u>	<u>BASE</u>
Bale Opener	\$9.09	\$9.88
Softener	9.09	9.88
Spreader	9.09	9.88
Breaker Card - H.F.	9.09	9.88
Breaker Card - Former	9.87	10.73
Breaker Fin. Card - Mack	9.09	9.88
Breaker Cards - Gard.	9.09	9.88
Servo Draft	7.32	7.96
Pin Drafters	7.17	7.79
Drawing Frames - Mack	8.19	8.90
Slip Draft	8.53	9.27
Mackie Spinning - 42 end	8.69	9.45
Mack. Gill Spin - 72 end	8.53	9.27
Mackie Winding	7.17	7.79
Utility Man	9.74	10.59
Apron Draft	8.53	9.27

NEW UNTRAINED WORKERS

to be employed at the "Start Rate", "Base Rate" for the job to be paid after six (6) weeks or sooner if able to do the job.

REHIRED TRAINED WORKERS

will be paid "Base Rate"

Schedule A
Dept. 2 - Finishing
Regular Standard Hourly Rate

POSITIONEFFECTIVE MARCH 1, 1993

	<u>START</u>	<u>BASE</u>
Cablers	\$7.89	\$8.58
Mackie Twisters	7.65	8.31
Doon Twisters	7.65	8.31
12 x 14 Twisters	7.89	8.58
8 x 10 Twisters	7.89	8.58
Polishers	10.06	10.93
Tar Machine	8.92	9.70
Formers	8.92	9.70
Balers	7.89	8.58
Universal Winders	7.25	7.88
20# Winders	7.89	8.58
Hanking	7.17	7.79
Shrink Packaging	7.89	8.58
Baline	9.87	10.73(+.07 in lieu of Piece Work)
Utility Man	10.91	11.86
Handy Coils	7.32	7.96
Packing	7.89	8.58
Leesona Winder	7.25	7.88
Paper Twister	7.65	8.31
Sahm Winding	7.25	7.88

NEW UNTRAINED WORKERS

to be employed at the "Start Rate", for the job to be paid after six (6) weeks or sooner if able to do the job

REHIRED TRAINED WORKERS

will be paid "Base Rate"

Schedule A

Dept. 3 - Rope Finishing

Regular Standard Hourly Rates

POSITIONEFFECTIVE MARCH 1, 1993

	<u>START</u>	<u>BASE</u>
No. 1 Watson	\$10.14	\$11.02 (+.07 in lieu of Piece Work)
No. 2 Watson	9.76	10.61
No. 3 Watson	9.09	9.88
No. 4 Watson	9.09	9.88
No. 2 ½ Watson	9.27	10.08
No. 2 H.D. Layer	8.92	9.70
No. 2 H.D. Former	7.32	7.96
No. 3 H.D. Layer	8.78	9.54
No. 3 H.D. Former	8.19	8.90
42 x 22 Rope Machine	9.33	10.14
16 x 8 Layer	8.92	9.70
16 x 8 Former	8.11	8.82
17 x 8 Layer	8.92	9.70
17 x 8 Former	8.11	8.82

CHARGE HAND PAID HIGHEST BASE RATE PLUS 20% + 50¢

TRAINEE CHARGE HAND PAID HIGHEST BASE RATE PLUS 20%

NEW UNTRAINED WORKERS

to be employed at the "start Rate", "base Rate" for the job to be paid after six (6) weeks or sooner if able to do the job.

REHIRED TRAINED WORKERS

will be paid "Base Rate".

Schedule A
Dept. 3 - Rope Finishing
Regular Standard Hourly Rates

POSITIONEFFECTIVE MARCH 1, 1993

	<u>START</u>	<u>BASE</u>
8 x 10 Ropers	\$7.32	\$7.96
Roblon	8.53	9.27
Saco-Lowell Twisters	7.65	8.31
Utility Man	11.43	12.42
Matting & Lashing	8.92	9.70
Singeing	8.53	9.27(+.07 in lieu of Piece Work)
Heat Setting	8.07	8.77
Memmingen	8.53	9.27
17½ x 22 Layer	9.06	9.85
Shrink Wrap	8.19	8.90

CHARGE HAND PAID HIGHEST BASE RATE PLUS 20% + 50¢

TRAINEE CHARGE HAND PAID HIGHEST BASE RATE PLUS 20%

NEW UNTRAINED WORKERS

to be employed at the "Start Rate", "Base Rate" for the job to be paid after six (6) weeks or sooner if able to do the job.

REHIRED TRAINED WORKERS

will be paid "Base Rate"

Schedule A
Dept. 4 - Hard Fibre
Regular Standard Hourly Rates

POSITIONEFFECTIVE MARCH 1, 1993

	<u>START</u>	<u>BASE</u>
Cutting Manila	\$7.02	\$7.63
First Breaker - H.F.	8.92	9.70
First Breaker - Front	8.53	9.27
Second Breaker	8.53	9.27
Third Breaker	8.53	9.27
Fourth Breaker	8.53	9.27
Drawing Frames	8.53	9.27
Spinning	9.34	10.15
Twisting	7.49	8.14
Sahm Winding	7.25	7.88

NEW UNTRAINED WORKERS

to be employed at the "Start Rate", Base Rate" for the job to be paid after six (6) weeks or sooner if able to do the job.

REHIRED TRAINED WORKERS

will be paid "Base Rate".

Schedule A
Dept. 7 - Extrusion
Regular Standard Hourly Rates

POSITIONEFFECTIVE MARCH 1, 1993

	<u>START</u>	<u>BASE</u>
Extruder No. 1	\$10.28	\$11.17
Extruder No. 2	9.28	10.09
Sima Twisters	8.45	9.18
Whirlwind Twisters	8.45	9.18
Roblon Twisters	8.45	9.18
Packing	7.51	8.16(+.07 in lieu of Piece Work)
Plastic Cutting	8.11	8.81

CHARGE HAND TO BE PAID HIGHEST BASE RATE PLUS 20% + 50¢

NEW UNTRAINED WORKERS to be employed at the "Start Rate", "Base Rate" for the job to be paid after six (6) weeks or sooner if able to do the job.

REHIRED TRAINED WORKERS will be paid "Base Rate".

EXTRUSION OPERATORS to be paid "Base Rate" plus 20%

PLANT WIDE LEAD HAND"B & "C" SHIFT

Plant Wide Lead Hand shall be paid 50¢ per hour higher than the highest paid person on his shift. If no mechanic is working, Lead Hand shall be paid highest base rate plus 20% plus 50¢.

Schedule A
Dept. 6 - Maintenance
Regular Standard Hourly Rates

POSITIONEFFECTIVE MARCH 1, 1993BASEMECHANICS

Class 1	\$13.73
Class 11	12.68
Class 111	11.55

MILLWRIGHTS

Class 1	14.61
Class 11	13.53
Class 111	12.42

MACHINE SHOP

Class 1	14.77
Class 11	13.30
Class 111	12.26

ELECTRICIAN

Class 1	14.61
Class 11	12.86
Class 111	11.55

CHARGE HAND TO BE PAID HIGHEST BASE RATE
PLUS 50¢

BOILERS

Class 1	13.30
Class 11	12.26
Class 111	11.55

Schedule A
Dept. 6 - Maintenance
Regular Standard Hourly Rate

POSITIONEFFECTIVE MARCH 1, 1993STARTBASEMECHANIC HELPERS

Class 1	\$11.43	\$12.42
Class 11	10.78	11.72
Class 111	10.31	11.21

OILERS

Class 1	10.45	11.36
Class 11	10.06	10.94
Class 111	9.42	10.24

APPRENTICE

First Year		8.94
Second Year		9.37
Third Year		9.80
Fourth Year		11.21

BOBBIN REPAIR

	9.02	9.80
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Cleaning utility	7.56	8.22
		12.42

CHARGE HAND TO BE PAID HIGHEST BASE RATE PLUS 50¢

Schedule A
 Dept. 5 - Shipping & Receiving
 Dept. 8 - Mill Service & Receiving - Yarn Storage - Truckers
 REGULAR STANDARD HOURLY RATES

POSITIONEFFECTIVE MARCH 1, 1993

	<u>START</u>	<u>BASE</u>
Chief Shipper	\$12.37	\$13.45
Shipper No. 1	10.85	11.79
Shipper No. 11	9.97	10.84
Warehouse Man. Fin.	10.85	11.79
Truck Driver	12.04	13.09
Mill Service	12.37	13.45
Yarn Storage	10.85	11.79
<u>TRUCKING ALL DEPARTMENTS</u>	8.55	9.29

Trucker allocated in Dept. 7 - Extrusion will be paid "Truckers Rate" while packing.
 Dept. 5 Lead Hand shall be paid at Chief Shippers rate plus 50¢

Schedule A
Dept. 9 - Quality Control
Regular Standard Hourly Rates

<u>POSITION</u>	<u>START</u>	<u>BASE</u>
Grade 1	\$10.14	\$11.02
Grade 11	8.83	9.60

March 1, 1993

RED CIRCLE EMPLOYEES

<u>EMPLOYEE'S NAME</u>	<u>CLOCK #</u>	<u>DEPT. #</u>	<u>OPERATION</u>	<u>RED CIRCLE</u>	<u>BASE RATE</u>
Augusto Vieira	187	3	#2 Watson	\$12.61	\$10.61
Leonel Silveira	191	3	17 x 8 L & F	12.08	9.70

SCHEDULE "B"

DEPARTMENTS

INCLUDES

NUMBER

- | | |
|---|--|
| 1 | Soft Fibre - Manufacturing |
| 2 | Finishing - Manufacturing |
| 3 | Rope - Manufacturing |
| 4 | Hard Fibre - Manufactuirng |
| 5 | Shipping & Receiving |
| 6 | Maintenance |
| 7 | Extrusion - Manufacturing |
| 8 | Yarn Storage - Mill Service & Receiving - Trucking |
| 9 | Quality Control |