

# Collective Agreement

Between

**Kraus Carpet Mills Ltd**

Chrome Print and varichrome Yarns

and

**United Food and Commercial Workers  
Local 175**

Begins:

07/01/1998

Terminates:

06/30/2003

10995 (02)

Source:

Employees:

Received by:

Date:

## TABLE OF CONTENTS

| <u>ARTICLE</u> |  | <u>PAGE</u> |
|----------------|--|-------------|
| 1              | Purpose . . . . .                        | 1           |
| 2              | Recognition . . . . .                    | 2           |
| 3              | Management Functions . . . . .           | 3           |
| 4              | Union Security and Check-Off . . . . .   | 5           |
| 5              | Union Stewards and Committee . . . . .   | 7           |
| 6              | Strike or Lockout . . . . .              | 11          |
| 7              | Bulletin Boards . . . . .                | 12          |
| 8              | No Discrimination/Intimidation . . . . . | 12          |
| 9              | Grievance Procedure . . . . .            | 13          |
| 10             | Discharge Cases . . . . .                | 16          |
| 11             | Arbitration . . . . .                    | 19          |
| 12             | Witnesses . . . . .                      | 21          |
| 13             | Probationary Employees . . . . .         | 21          |
| 14             | Transfers and Job Posting . . . . .      | 23          |
| 15             | Seniority . . . . .                      | 29          |
| 16             | Loss of Seniority and Rights . . . . .   | 32          |
| 17             | Seniority Applied to Layoffs . . . . .   | 34          |
| 18             | Bereavement Leave . . . . .              | 37          |
| 19             | Jury Duty/Witness Leave . . . . .        | 40          |
| 20             | Leave of Absence . . . . .               | 41          |
| 21             | Union Leave . . . . .                    | 43          |
| 22             | Pregnancy/Parental Leave . . . . .       | 43          |
| 23             | Disciplinary Warnings . . . . .          | 46          |
| 24             | Health and Safety . . . . .              | 47          |
| 25             | Safety Shoe/Uniform Subsidy . . . . .    | 50          |

| <u>ARTICLE</u> | <u>PAGE</u>   |
|----------------|---|
| 26             | Wages . . . . . 58  |
| 27             | Shift Premium . . . . . 60  |
| 28             | Call-Back/Call-In . . . . . 61                                      |
| 29             | Hours of Work and Overtime . . . . . 61                             |
| 30             | Paid Holidays . . . . . 65  |
| 31             | Vacations . . . . . 67  |
| 32             | Health and Welfare . . . . . 68                                     |
| 33             | U.F.C.W. Education & Training Fund . . 73                           |
| 34             | Copies of the Agreement . . . . . 74                                |
| 35             | Accommodations . . . . . 74   |
| 36             | Duration . . . . . 75   |
|                | Schedule "A" - Kraus Carpet Mills . . . 76                          |
|                | Schedule "A" - Varichrome Yarns . . . . 81                          |
|                | Schedule "A" - Chrome Print . . . . . 82                            |
|                | Signature page . . . . . 83   |
|                | <b>Letters of Understanding:</b>                                    |
|                | Personnel Discipline Records . . . . . 84                           |
|                | Tufting Department Re: Operator . . . . . 85                        |
|                | Tufting Department Re: Quality<br>& Start-up Procedure . . . . . 86 |
|                | U.F.C.W. Leukemia Fund . . . . . 87                                 |
|                | Union Logo . . . . . 88   |
|                | Vacation for 12-hour shift<br>- Stationary Engineers . . . . . 89   |
|                | Safety Shoe Subsidy Chrome Print<br>Dye Operation . . . . . 90      |

THIS AGREEMENT ENTERED INTO AT  
WATERLOO, ONTARIO ON THE 12<sup>th</sup> DAY OF  
JULY, 1998.

Between:

**KRAUS CARPET MILLS LIMITED,  
CHROME PRINT  
and VARICHROME YARNS**  
("the Company")

- and -

**UNITED FOOD & COMMERCIAL WORKERS,  
LOCAL 175**  
("the Union")

## **ARTICLE 1 - PURPOSE**

1.01 The general purpose of this Agreement is to establish satisfactory relations between the Company and its employees and the Union, and to provide the machinery for the prompt and equitable disposition **of** grievances, to promote the mutual interest of the Company and its employees,

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union, United Food & Commercial Workers, Local 175, Chartered by the United Food & Commercial Workers International Union, as the sole and exclusive bargaining agency for all its employees employed by the Company at its Plants in the Regional Municipality of Waterloo, Ontario, save and except Foreman, persons above the rank of Foreman, Quality Control employees, office and sales staff, students employed during the summer vacation period, and persons not regularly employed for more than twenty-four (24) hours per week.
- 2.02 The Employer undertakes that he will not enter into any agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively, which will conflict with any of the provisions of this Collective Agreement.
- 2.03 For the purpose of interpretation. wherever the feminine gender is used in this Agreement, it shall include the masculine, and vice-versa.

- 2.04 Persons whose jobs are exempt re Article 2.01 above, shall be permitted *to perform work* on an hourly rated **job** in cases of emergency, and for purposes of instruction or training, including demonstrating the proper method to accomplish the assigned task, but in no case shall the above result in a loss of employment, layoff, or any bargaining unit hours. **Any grievance pertaining to this article must be filed directly with the Plant Manager and the Human Resources Manager by the Chief Steward or his designate.**

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

- 3.01 The Union recognizes and acknowledges that the Management of the Plant and the direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline, and efficiency;
  - (b) hire, discharge, classify, transfer, promote, demote, suspend and discipline, provided

that a claim that an employee has been dealt with as above without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure, to retire after age 65 (this is to be reviewed by the Company on a year to year basis).

- (c) generally, to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the products to be manufactured, methods of manufacture, schedules of production. kinds and location of machines and tools to be used, process of manufacturing. the engineering and designing of its products, the control of materials manufactured, and parts to be incorporated in the products manufactured, and the extension, limitation, curtailment or succession of operations;
- (d) Nothing in this Agreement shall be interpreted as denying or precluding Management either from the right or opportunity of presenting any of its problems to any Executive Officer of the United Food & Commercial Workers,

Local 175. Likewise, the officers of the **aforementioned Union** shall have similar opportunity as outlined above.

- 3.02 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.
- 3.03 The Company agrees that time for all meetings called by the Company will be paid for at the hourly rate, provided the meeting takes place during the employees regular working hours.

#### **ARTICLE 4 - UNION SECURITY AND CHECK OFF**

- 4.01 (a) Employees on the Payroll of the Company as of September 11, 1988 may become and thereafter remain members of the Union as a condition of employment.
- Ag. 2*
- (b) All employees of the Company hired on or after September 11, 1988, shall, upon completion of their probation, become and thereafter remain members of the Union as a condition of employment.



(c) The Company shall remit to the Union, within fifteen **(15)** calendar days following completion of the probationary period, the United Food & Commercial Workers Membership Application Form signed by the new employee.

- 10
- 4.02 The Company agrees to deduct bi-weekly from earned wages of the employees, the membership dues and initiation fee established by the Local Union and remit same, with a list of employees and their Social Insurance Number from whose pay such deductions have been made, within fifteen (15) days following the end of each month.
- 4.03 The Company agrees to show the total amount of Union dues on the employee's T4 slip.
- 4.04 The Union agrees to keep the Employer harmless from any claims against it by an employee which arises out of deductions under this Article.

## ARTICLE 5 - UNION STEWARDS AND COMMITTEE

5.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union, The Union **will** provide an up-to-date list of employees so appointed at all times during the term of the Collective Agreement.

5.02 The Negotiating Committee representing the bargaining unit of Kraus Carpet Mills Limited, Varichrome Yarns, and Chrome Print shall be composed of not more than five (5) hourly paid employees. Should the number of bargaining unit employees exceed two hundred and fifty (250), then one (1) more hourly paid employee would **be** added to the bargaining committee. This is limited to one (1) employee per shift per department.

5.03 The employees may have the right to ask for and be granted, the assistance of a representative of the United Food & Commercial Workers, Local 175, when in negotiations or any other matter in dealing with the Company. Such Representatives shall have

access to the Company's premises to tour the Plant and observe the employees performing their assigned work. Such visits must have the prior approval of Management. Management's approval will not be unreasonably denied.

5.04 In the event either party wishes to call a meeting of the Stewards Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given, unless otherwise agreed.

5.05 The Union shall have the right to appoint or otherwise select Stewards to represent each Department as needed from within the bargaining unit.

5.06 (a) The Union shall prepare and maintain a written list of employees' names who are designated as Chief Steward and Department Stewards.

Management shall not be required to recognize any such employee until Management has been notified, in writing,

by the Union of the name and jurisdiction of such Stewards.

- (b) No employee shall act in the capacity referred to in (a) until they have completed Six (6) consecutive months of employment with the Company.
- (c) The Union acknowledges that the Stewards and members of the bargaining unit have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without obtaining permission of their immediate Supervisor or designate.

Each Steward shall, with the consent of his/her Supervisor, be permitted to leave his/her regular duties for a reasonable length of time to function as a Steward as in this Agreement provided. Such consent from the Supervisor shall not be unreasonably withheld. In return, the Company will pay Stewards for any regular hours of work missed in dealings with the Company, not exceeding thirty (30) minutes per shift unless additional paid time is authorized by Management.

1d3  
L

---

(d) Employees who are appointed or otherwise selected by the Union to the Negotiating Committee for the renewal of this Collective Agreement, who are to be in attendance at negotiation sessions, shall be paid eight (8) hours for each negotiation session scheduled between the Parties. The Union shall reimburse the Company fifty percent (50%) of the total lost wages paid to the Committee by the Company.

It is understood that the workweek for employees appointed or selected to the Negotiating Committee is reduced by eight (8) hours for each negotiation session.

- 5.07 The Stewards **so** selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen. The Grievance Committee shall include a Union Representative,
- 5.08 The Union agrees that there will be no Union activity on Company premises, except in matters relating to this Collective Bargaining Agreement, without having first obtained permission of the Company.

- 5.09 The Company will accommodate any steward with office facilities upon request, with privacy and use of a telephone to assist in discussing grievances and complaints. **The Company will provide office facilities upon request, for the Chief Steward and Union Stewards for carrying out their Union responsibilities, and will provide a locked cabinet for their use.**

## **ARTICLE 6 - STRIKE OR LOCKOUT**

- 6.01 In view of the arrangements provided by this Agreement for the disposition of any grievance as herein provided, the Employer agrees that there will be no lockout of employees, and the Union agrees that there will be no strike, slowdown, sitdown, picketing, or other actions which interfere with work or operations. If any such action takes place, the Union agrees to instruct the employees to adhere to the provisions of the Agreement and return to work and to perform their duties.
- 6.02 Definitions for the term “lockout” and “strike” as used in Section 6.01 above, shall be in accordance with the Labour Relations Act.

- 6.03 The Union and Company agree that in the event of a strike in breach of this Agreement, the parties shall not discuss the matter allegedly causing such strike or any other matter until such strike is terminated.

## **ARTICLE 7 - BULLETIN BOARDS**

- 7.01 The Employer will provide two (2) Bulletin Boards located in the Plant for the convenience of the Union in posting notices of Union activities and education material. All such notices must be signed by a Union Official and submitted to the Personnel Department for approval before being posted. Such permission shall not be unreasonably withheld.

## **ARTICLE 8 - NO DISCRIMINATION/INTIMIDATION**

- 8.01 The Company and the Union agree that there will not be any discrimination and/or intimidation practised by either party contrary to that which is contained in federal or provincial statutes covering human rights.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 (a) If an employee has a complaint, he shall first discuss the complaint with his immediate Foreman. The Steward may be present at the request of the employee.

It is the intention of the Parties that all complaints be adjusted or settled as quickly as possible. If an employee is unable to satisfactorily resolve a complaint under this informal procedure, then the matter may become the matter of a formal grievance.

- (b) An employee who has an unsettled complaint regarding the interpretation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, the employee may take the matter up as a grievance in accordance with the following Steps:

### **Step No. 1**

The employee, who may request the assistance of her Steward, shall present the grievance, in writing. to his immediate



Supervisor within five (5) working days after the circumstances giving rise to the grievance have occurred.

The employee's immediate Supervisor shall render his decision, in writing, within five (5) working days following the presentation of the grievance at this Step.

## **Step No. 2**

Failing settlement at Step 1, the grievance may be appealed within five (5) working days following the written decision under Step 1 to the Personnel Manager or his designate. The Personnel Manager or his designate shall discuss the grievance with the Union Representative and the Steward (the Grievor may be present at the request of either party), within five (5) working days of the Step 2 meeting request. The Personnel Manager or his designate shall answer the grievance, in writing, within five (5) working days following the discussion with the Union Representative.

Failing settlement at Step 2, the grievance may be submitted to Arbitration within ten (10) working days following the written decision of the Personnel Manager or his designate.

- 9.02 Any difference arising directly between the Union and the Company relating to the interpretation, application, or alleged violation of the Agreement may be presented by either party as a Policy Grievance within fifteen (15) days after the date when the subject matter of the grievance first arose commencing at Step 2. It is understood, however, that the provisions of this paragraph shall not be used with respect to a grievance directly affecting an employee which the employee could herself institute. The regular grievance procedure shall not be bypassed unless the employee is physically unable due to medical reasons to process her own grievance.
- 9.03 Replies to all written grievances shall be in writing at all stages.
- 9.04 Any grievance concerning or affecting a group of employees may be originated under Step 1.

- 9.05 The Company shall provide the necessary facilities for the grievance meetings.
- 9.06 Any grievance not presented in accordance with the time limits as set out in Step 1 of this Article shall be deemed to have been abandoned. However, any and **all** time limits fixed by this Article may, at any time, be extended by written agreement between the Company and the Union.
- 9.07 **All** decisions arrived at between the Company and the Representative of the Union shall be final and binding upon the Company and the Union, and the employee(s) concerned.
- 9.08 Saturdays, Sundays, and paid holidays designated in this Agreement, if not worked, will not be counted in determining the time **in** which any action is to be taken or completed under the Grievance Procedure or Arbitration Procedure.

## **ARTICLE 10 - DISCHARGE CASES**

- 10.01 A claim by an employee that he/she has been unjustly discharged from his/her employment

- will be treated as a special grievance, commencing at Step No. 2 of the Grievance Procedure, provided the discharged person submits his/her written grievance, dated and signed, within five (5) working days after the discharge.
- 10.02 Such special grievances may be settled by confirming the discharge, or by reinstating the discharged person with full compensation for time lost, seniority, and benefits.
- 10.03 **It** is agreed that the steward of the employee or the Union Representative will be notified as soon as possible after the dismissal of any employee in the bargaining unit. Such notice will be not later than the following working day giving rise to such discharge.
- 10.04 Without limiting the Company's rights, it is agreed that the specific penalty of discharge will follow for:
- (a) being under the influence of intoxicants or illegal stimulants in the work place, or while performing work for the Company;

- (b) if smoking in a prohibited area, the Government legislation will be invoked by the Company up to and including the maximum penalty. The specific penalty of discharge will follow for the second offence. subject to the Grievance Procedure:
- (c) consuming intoxicants or illegal stimulants on the Company's property or while performing work for the Company:
- (d) theft;
- (e) deliberate falsification of time cards.

When it appears that extenuating circumstances are evident, the Company is not obligated to invoke the maximum penalty.

It is understood that an employee has recourse to all of the provisions outlined in Article 9 - Grievance Procedure.

## ARTICLE 11 - ARBITRATION

11.01 When either party requests that a grievance be submitted to arbitration, as provided under Article 9, it shall make such request, in writing, addressed to the other party to this Agreement, and such request shall include the name of its Nominee, The other party shall nominate a Representative provided. however, that if such other party fails to nominate a Representative as herein required, and unless the time has been extended by mutual agreement between the two parties, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by either party. The two nominees shall attempt to select. by agreement, a Chairman of the Arbitration Board. If they are unable to agree upon such Chairman within a period of seven (7) full working days after the nomination of the second Representative, they or either **of** them may then request the Labour Management Arbitration Commission for the Province of Ontario to appoint a Chairman.

- 11.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance,
- 11.03 No matter may be submitted to Arbitration which has not been carried through all proper Steps of the Grievance Procedure.
- 11.04 Each of the parties hereto shall bear the expenses of the Nominee appointed on their behalf, and the parties hereto shall jointly bear the expense of the Chairman of the Board of Arbitration.
- 11.05 Any and all time limits referred to under the grievance procedures herein may, at any time, only be extended by written agreement between the Company and the Union.
- 11.06 The decision of the Chairman of the Arbitration Board shall be the decision of the Board, and shall be final and binding on the Company, the Union, and the employee(s) affected provided, however, that in no event shall the Board of Arbitration have the power to change this agreement or to alter, modify or amend any of its provisions, nor to make any decision in conflict with the provisions of this Agreement.

11.07 In determining any discharge, the Board of **Arbitration shall have the authority to:**

- (a) affirm the Company's action;
- (b) set aside the penalty imposed by the Company and restore the Grievor to his former position with **full** compensation for time lost, seniority, and benefits.

## **ARTICLE 12 - WITNESSES**

12.01 At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the employee(s) concerned as witnesses, and any other necessary witnesses. **All** reasonable arrangements will be made to permit the Arbitrator(s) to have access to **any** part of the Company to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 13 - PROBATIONARY EMPLOYEES**

13.01 The parties agree with reference to probationary employees that:



- (a) An employee shall be considered a probationary employee until such employee has been employed by the Company for ninety (90) calendar days. Upon written agreement between the parties, the probationary period may be extended. In such events, the Regional Director or his designate shall act on behalf of the Union, and the Personnel Manager or his designate shall act on behalf of the Company.
- (b) A probationary employee shall have no seniority standing. Upon completion of the probationary period, an employee retained by the Company shall be credited with seniority from their last date of hire.
- (c) The Company has full right to release probationary employees, and the Union shall not make such action the subject of a grievance and/or arbitration, unless there is a violation of Article 8.01.
- (d) After sixty (60) calendar days, and where a general layoff interrupts the ninety (90) calendar day probationary period, the probationary employee, if rehired, shall**

**be allowed to complete the probationary period commencing from that employee's prior termination date, and his/her company seniority date shall reflect the initial start date of hire.**

#### **ARTICLE 14 - TRANSFERS AND JOB POSTING**

- 14.01 It is agreed between the Union and the Company that all full-time occupations listed in Schedule "A" (Wage Rates) will be subject to a job posting procedure.
- 14.02 (a) Where a job vacancy occurs or a new job is created which the Company intends to fill, notice shall be posted within seven (7) working days for a minimum period of seventy-two (72) hours. The posting period excludes Saturday, Sunday, paid Holidays, and Annual Vacation Shutdown. The posting shall include shift hours and rate of pay and shall be posted on the "Job Posting Bulletin Board" installed above the punch clock.

Employees on Workers Compensation, layoff, sick leave (Week Indemnity) can telephone the Personnel Office to be listed as an applicant on the Job Postings. The applicant **will** sign the job posting at a more convenient time.

- 1052
- (b) In **filling** job vacancies, including promotions and new positions, the job shall be awarded within fifteen **(15)** working days **of** posting to the *most* qualified applicant having the ability and experience to perform the job. Permanent or temporary vacancies will be filled from within the department first; however, in the event that the vacancy cannot be filled from within the department, then the vacancy will be filled from within the bargaining unit. Where two (2) or more employees having the ability and experience to perform the job are judged to be relatively equally qualified, departmental seniority shall be the determining factor, then the bargaining unit seniority.

It is understood that ability and experience obtained in the last six (6) months prior to the posting of the vacancy, by **an** employee

assigned by the Company to fill a temporary vacancy in accordance with Article 14.02 (e), and 14.03, shall not be a factor in determining the successful applicant.

This above condition does not apply to any experience gained by employees prior to September 11, 1988.

Any employee having completed twelve (12) consecutive months of employment is eligible to apply by signing the posting.

Thereafter, employees who are successful in being awarded a job posting will not be allowed to apply for subsequent job postings for eighteen (18) consecutive months from the date their last appointed job posting commenced. This will not apply if job becomes redundant or the employee is returned in accordance with Article 14.02 (f) of this Agreement.

After sixty (60) calendar days, and where a general layoff interrupts the ninety (90) calendar day probationary period, the

probationary employee, if rehired, shall be allowed to complete the probationary period commencing from that employee's prior termination date, and his/her company seniority date shall reflect the initial start date of hire.

- (e) During the posting period, the vacancy or new job may be filled at the discretion of the Company.
- (f) The Company shall have the exclusive right to remove an employee and return him into his former classification within thirty **(30)** consecutive working days, if the employee selected fails to learn and perform the newly awarded job satisfactorily.

Any employee who was subsequently moved as a result of the original move, will also be returned to his former classification.

If the employee's former position becomes redundant, then the normal seniority provision shall apply. An employee will **be** allowed to return to his former classification, if he so desires, within five

(5) consecutive working days of assuming his **new** position.

14.03 In filling job vacancies including promotions, transfers, and new positions for a temporary period of thirty (30) working days or less, such vacancies shall be filled at the discretion of the Company.

14.04 (a) In filling job vacancies including promotions, transfers, and new positions for a temporary period (minimum of thirty (30) working days and a maximum of ninety (90) calendar days), the job shall be posted and awarded in accordance with 14.02 **(a)** and **(b)** above. Upon completion of the temporary period, the employees(s) affected shall be returned to their former classification.

**(b) It is understood that the third vacancy created by a job posting in Article 14.04 (a) may be filled at the discretion of the Company. It is understood that the originating(or "first")temporaryvacancy will be subject to Job Posting. All subsequent vacancies created as a result**

**of filling that originating vacancy shall be filled at the Company's discretion.**

- 14.05 No employee shall be transferred to a position outside the Bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his bargaining unit seniority accumulated up to the date of leaving the unit, but will not accumulate further bargaining unit seniority. Such employee shall have the right to return to the bargaining unit without loss of seniority within three (3) months following his transfer outside the bargaining unit.

After the three (3) month period, members out of the bargaining unit will have all seniority rights terminated. The only exception to the above will be employees temporarily transferred outside the bargaining unit for a period of up to one (1) year, to fill a temporary vacancy. The Company will post notification of such occurrence.

Management personnel to present will have ninety (90) days from the date of ratification to determine if they want seniority rights in the bargaining unit.

14.06 No employee shall be transferred to another Department within the bargaining unit without his consent. If an employee is transferred to another Department, he shall have the right to return *to* his former classification within thirty (30) calendar days, and any other employee affected shall be returned to his former classification.

### **ARTICLE 15 - SENIORITY**

- '15.01 (a) Seniority is defined as length of continuous employment with the Company in the bargaining unit.
- (b) Service is defined as length of continuous employment with the Company.
- (c) Department seniority as defined in Article 15.02 (b) and (c) is established from the first date of employment within a Department.
- 15.02 (a) Seniority lists showing the length of seniority and departmental seniority date of the employees shall be established and



posted for each Department on a bulletin board. These lists will be updated and reposted every six (6) month period (March and September) during the term of this Agreement.

- (b) Any full-time employees (having completed the probationary period) shall acquire subsequent Departmental seniority when they have worked in any other Department thirty (30) consecutive working days. Days lost due to legitimate leave will not be counted in the above Clause.

In each case, seniority will be dated from the first day of employment in that Department, This date shall be known as the effective date of the employee's seniority in that Department.

- (c) Seniority acquired by an employee in each Department, shall continue to accumulate from the effective date thereafter regardless of the number of subsequent transfers.
- (d) In the event of layoff or a short workday, the Chief Steward shall be the last person**

162

laid off, providing there is work available for which the Chief Steward is trained and capable of performing. In the event the Chief Steward is absent due to illness, etc., then the Alternate Chief Steward will be the last person laid off, provided there is work available for which the Alternate Chief Steward is trained and capable of performing. Within thirty (30) days of the signing of the Agreement, the Union shall advise the Company in writing of the names of the employees who will be designated to replace the Chief Steward in such an event.

15.03 The Departments referred to above are:

1. Plant Maintenance and Boiler Room (All Janitors)
2. Tufting and Creels
3. **Rug** and Sample
4. Winding Beaming
5. Final Inspection
6. Finishing
7. Packing and Receiving
8. Shipping
9. Tow Motor Service

10. Varichrome Winding/Knitting
11. Varichrome Dye Line
12. Chrome Print Dye Line
13. Drug Room

## **ARTICLE 16 - LOSS OF SENIORITY AND RIGHTS**

- 16.01 An employee's seniority and all rights shall be cancelled, and their name removed from the seniority lists, for any of the following reasons:
1. When an employee is discharged for just cause and the employee is **not** reinstated;
  2. the employee voluntarily resigns;
  3. the employee is absent for three (3) consecutive working days without advising the Company and securing a leave **of** absence;
  4. when an employee is on layoff and is recalled **to** return to work and fails to return or apply for a leave of absence;

(a) within seven (7) calendar days after **being notified by registered mail to do so**, unless through sickness or other just cause. (The onus is on the employee to prove just cause). It shall be the responsibility of the employee to keep the Company informed of his current address and telephone number.

(b) within three (3) consecutive working days after contact has been made by Management.

10e1

5. When an employee is on layoff for a period exceeding **twenty-four (24)** consecutive months.

6. When an employee has not been engaged in work for the Company for any reason including verified illness or accident (not including workers' Compensation) for a period exceeding thirty-six (36) consecutive months.

It is understood that this Article does not apply to an employee absent due to a work related illness or injury.

## ARTICLE 17 - SENIORITY APPLIED TO LAYOFFS

### 17.01 (a) Short Term Layoff

The Company shall notify employees with seniority twenty-four (24) hours in advance of layoffs, provided such layoff is for a duration of four (4) working days or less, but exceeding one (1) shift.

- 10<sup>d</sup>
- (b) Where it is predetermined that a layoff of four (4) consecutive working days or less is necessary, it is agreed that the seniority provisions outlined in 17.02 (b) do not apply. However, an employee laid off up to six (6) times or twenty-one (21) working days (whichever occurs first) in a calendar year, in accordance with this Article shall for all future layoffs, in accordance with this Article, have the option of bumping the most junior employee performing work he can normally perform on one of the other shifts in his department.

Employees must advise their Foreman immediately upon being notified of their shift(s) cancellation and layoff of their intention to exercise the option of bumping.

17.02 (a) **Lone; Term Layoff**

The Company shall notify employees with seniority forty-eight (48) hours in advance, or pay Schedule "A" wages rates in lieu thereof for layoffs of over five (5) consecutive working days.

100

- (b) A layoff of employees shall be made on the basis of Departmental seniority, provided those employees who are entitled to remain are competent and willing to do the work which is available.

17.03 **Layoff and Recall**

- (a) As employees progress through transfer and/or job posting, so shall they retrogress during times of layoff as per Article 17.02 and shall exercise their bumping rights into the last department where they had previously acquired seniority provided they are able to perform the work available in that Department. Should an employee decide not to exercise his bumping rights, he shall then sign a notice of "Desire to Relinquish" his seniority in that department

thereby forfeiting his right to reinstatement in that department in future by reason of seniority.

- (b) Should any employee being recalled from layoff, wish to bypass a department in which seniority was previously acquired, they shall sign a notice of "Desire to Relinquish" their seniority in that department thereby forfeiting their right to recall or reinstatement in that department in future by reason of seniority.

17.04 If an employee is laid off and recalled based on seniority, he/she will be reinstated in all Welfare Plans without loss of his/her benefits due to the layoff.

17.05 No new employee will be hired until those employees who have been laid off have been given the opportunity of recall or applying for the new job posting provided the employee advised the Company, in writing, at the time of layoff of his intention to be recalled to another classification. It is the responsibility of the employee to advise the Company of their current address and telephone number. The

Company shall notify the employees with more **than one (1) year's seniority of the new job** posting.

- 17.06 Where notice of permanent layoff has been issued to an employee and that employee has subsequently been on layoff for a period in excess of six (6) consecutive months, then such an employee shall be permitted to use their seniority date (date of hire) to bump a more junior employee in a department where they had no departmental seniority. The employee will bump the most junior employee in the bargaining unit in the non-skilled classifications of Schedule 'A'.

## **ARTICLE 18 - BEREAVEMENT LEAVE**

- 18.01 (a) **Eight (8) Hour Shifts**

12-13

An employee, other than a probationary employee, who suffers the death of a spouse or child, shall upon request, be granted a leave of absence of five (5) consecutive days (forty (40) hours) without loss of regular wages.



An employee, other than a probationary employee, who suffers a death in the immediate family (father, mother, brother, sister, mother or father of spouse, \*son-in-law, daughter-in-law) shall, upon request, be granted a leave of absence of three (3) of their consecutive working days, without loss of their regular wages.

In the event an employee shall receive notice of a death in the family midshift, he shall be paid for the remainder of that shift.

All bereavement leave shall commence on the first day following the notification of death. \*Such leave may not be scheduled for any other time, and shall be taken as consecutive workdays. All shift wages for bereavement shall be paid in the normal pay period for these days, contingent on verification by the employee within sixty (60) days.

18.01 (b) Twelve (12) Hour Shifts:

An employee, other than a probationary employee, who suffers a death in the

immediate family: father, mother, **brother, sister, mother or father of spouse, \*son-in-law. daughter-in-law,** shall, upon request, be granted a leave of absence of two (2) days off, without loss of shift wages. A third day off, without loss of shift wages, will be granted in the event the employee is scheduled to work the three (3) consecutive days immediately following the death in the family.

In the event an employee receives notice of a death in his family mid-shift, he shall be paid for the remainder **of** that shift.

All bereavement leave will commence on the first day following the notification of the death. **\*Such leave may not be scheduled for any other time, and shall be taken as consecutive workdays. All shift wages for bereavement shall be paid in the normal pay period for these days, contingent on verification by the employee within sixty (60) days.**

- 18.02 One (1) day off ***\*without loss of shift wages,*** will he granted to an employee to attend the funeral of a brother-in-law, sister-in-law, grandfather **or** grandmother, grandchild of the employee, uncle or aunt of the employee, if the employee would otherwise have worked that day, except for attending the funeral.
- 18.03 **All shift wages for bereavement leave will be paid in the normal pay period but is contingent on proof of death being provided by the employee within sixty (60) days,** or if this cannot be obtained, a signed certificate will suffice (standard forms to sign will be in the office).

#### **ARTICLE 19 - JURY DUTY/WITNESS LEAVE**

- 19.01 When an employee is required **to** serve on a Jury or Crown Witness, he/she shall be relieved of his/her duties for such time as may be required, and he/she shall he paid the difference between his/her fee as **Juror** or Crown Witness, and his/her earnings for the time lost. It is the employee's responsibility to come into work at any time during the week that he/she is not

actually required for Jury Duty, or to be present **in Court. The employee must present written** proof of service and the amount paid, within seven (7) calendar days following receipt of payment from the Courts, to receive payment.

## **ARTICLE 20 - LEAVE OF ABSENCE**

### 20.01 (a) **Personal Leave**

17W3

The Employer may grant leave of absence, without pay or benefits to any employee for personal reasons, and any employee who is absent with such written permission shall continue to accumulate seniority during such absence.

All requests for such special leave must be submitted, in writing, and received by the Personnel Manager not later than fourteen (14) calendar days preceding requested date for commencement of such leave. The Personnel Manager shall respond within seven (7) calendar days, Such requests shall not be unreasonably withheld.

This leave shall not be used to extend Summer vacation except in extenuating circumstances, and such requests shall not be unreasonably denied. In the event of an emergency, the above limits do not apply.

(b) **Union Leave of Absence**

The Company may grant leave of absence, without pay or benefits, to an employee to attend Union conventions and other directly Union related conferences, provided that the employee or the Union business office submits the request, in writing, at least two (2) weeks preceding the commencement of such leave. The leave may be extended to not more than two (2) employees, however, all requests for Union leave will be subject to the final decision of the Company and such decision will be based upon the effects the leave will have on production.

10/14  
10/14  
10/14

## ARTICLE 21 - UNION LEAVE

### 21.01 Union Leave

10/5  
LT

An employee elected or appointed to a full-time position within the Union, shall be granted up to one (1) year off, without pay or benefits, but without loss of seniority.

## ARTICLE 22 - PREGNANCY/PARENTAL LEAVE

22.01 Pregnancy/parental leave shall be granted in accordance with the Pregnancy and Parental Leave under Bill 14 of the Employment Standards Act.

When a female employee has knowledge that she is pregnant, a certificate from her family physician confirming pregnancy must be obtained and submitted to the Personnel Department. A doctor's note will be required every month, by the employee, to confirm that she may continue performing her regular duties or advising the Company that she needs alternative work for the remainder of her pregnancy.

(a) **Pregnancy Leave**

For Pregnancy Leave, an employee must have been employed with the Company for at least thirteen (13) weeks prior to the request for leave. The employee must give the Company at least two (2) weeks written notice of the date the leave is to commence. In the case of the Pregnancy Leave, a doctor's note is required stating the expected birth date.

- (b) The Employer shall not deny an employee the right to continue employment during the period of pregnancy. The continuation of regular duties shall be certified by a doctor. This certificate shall state that the employee is pregnant and able to perform her regular duties. **If** the woman is unable to perform her essential duties, the Company must have a note from her doctor stating her restrictions. The Company will accommodate the needs of the pregnant employee unless such accommodation would cause undue hardship to the business.

(c) Pregnancy Leave shall cover a total period of **seventeen (17) weeks before and after the birth of a child**. Unemployment Insurance benefits will be issued for fifteen (15) of the seventeen (17) weeks.

17F  
—  
15

(d) **Parental Leave**

For Parental Leave, an employee must have been employed with the Company for at least thirteen (13) weeks prior to the request for leave. The employee must give the Company at least two (2) weeks written notice of the date the leave is to commence. An employee who takes a pregnancy leave and wishes to take parental leave as well, must begin the parental leave immediately following the pregnancy leave.

13F  
—  
18

(e) Parental Leave shall cover a total period of **eighteen (18) weeks**. Unemployment Insurance benefits will be issued for ten (10) of the eighteen (18) weeks.

(f) **Return to Work**

When an employee decides to return to work after such pregnancy/parental leave,



he/she shall provide the Company with two (2) weeks notice in writing. **On** return, the employee shall be placed on the same or comparable job as at the time the pregnancy/parental leave commenced. When on pregnancy/parental leave, the employee shall maintain her full seniority status and continue *to* accumulate all seniority under this Collective Agreement.

(g) **Benefits**

While off work for pregnancy/parental leave, the Company will maintain all benefits for the employee.

**ARTICLE 23 - DISCIPLINARY WARNINGS**

- 23.01 Any employee who receives a disciplinary action in the form of a written reprimand or subsequently a suspension, shall have such discipline remain actively recorded in the Personnel file for a period not to exceed fifteen (15) consecutive months from the date of such disciplinary action having been effected.

Upon the conclusion of the fifteen (15) consecutive month period, the said written disciplinary record will thereafter become null and void.

## **ARTICLE 24 - HEALTH AND SAFETY**

24.01 The Union and the Company shall cooperate in maintaining regulations which will afford adequate protection for the employees.

- (a) The Company shall maintain sanitary arrangements throughout the Plant, provide proper safety devices and give proper attention to the elimination of any condition of employment which is a hazard to the safety or health of the employees.
- (b) Where the nature of the task assigned to an employee requires the use of special equipment or protective clothing, such equipment or clothing shall be provided by the Company, within a reasonable period after notification by the Plant Safety Committee.

24.02 The Company will pay for all time spent at Joint Health & Safety Committee meetings and Plant Safety Tour Inspections for four (4) representative appointed by the Union. and they shall be paid by the Company at their regular or premium rate as may be proper. This shall include three (3) employees for Kraus Carpet and one (1) employee for Chrome Print/Varichrome.

An Advisory Committee of two (2) employees per shift for Kraus Carpet and one (1) per shift for Chrome Print/Varichrome shall report to the Joint Health & Safety Committee. The Union shall notify the Company, in writing, of all employees appointed to these Committees. Such appointments shall be posted on the Bulletin Boards.

Company representation on the Joint Health & Safety Committee shall not exceed Union representation.

24.03 The Safety and Health Committee shall hold at least one (1) meeting per month and all unsafe or hazardous or dangerous conditions shall **be** taken up and dealt with at such meetings. The

Minutes of all Health and Safety Committee meetings shall be kept, and within two (2) weeks of the meeting, copies of such Minutes shall be sent to the Union, and the Company, and posted on the Bulletin Boards.

- 24.04 The Safety and Health Committee shall **be** notified. in writing, **of** each lost time accident or injury. The Safety and Health Committee shall investigate and report. in writing, to the Union and the Company as soon as possible on the nature and cause of the lost time accident **or** injury involving a bargaining unit employee.
- 24.05 **An** employee who is injured during working hours and is required to leave for treatment of such injury, shall receive payment for the remainder of the shift at their **hourly** rate of pay, unless the doctor states that the employee is **fit** for further work on that shift.
- 24.06 The **Company** reserves the right **to formulate** and publish, from time **to** time, rules and regulations regarding **the** use and operation of machine equipment, special equipment or clothing, and Plant facilities, and the terms and conditions upon which special **or** regular work

assignments, equipment, or clothing'is to be used and issued to the employees.

**24.07 Certified Member**

“The Certified Member” representing the employees shall remain in such position as long as their certification remains valid and in good standing with the Workplace Health and Safety Agency.

**ARTICLE 25 - SAFETY SHOE SUBSIDY**

**25.01** All employees in the classification that receives this subsidy must wear safety shoes. The employees will be allowed to combine the two (2) year shoe allowance to be used at one time.

**Kraus Carpet Mills**

The Maintenance Department employees (except Janitors) including Boiler Room and all Fixers will be reimbursed for the purchase of one (1) pair of Safety Shoes every six (6) months, up to a maximum expenditure **of** one hundred and ten dollars (\$1 10.00) annually per employee.

**Effective June 01, 2000 Increase to \$115.00 annually**

**Effective June 01, 2002 Increase to \$125.00 annually**

All Finishing Department employees will be reimbursed for the purchase of one (1) pair of Safety Shoes per year to a maximum expenditure of sixty-five dollars (\$65.00) per employee.

**Effective June 01, 2000 Increase to \$70.00 annually**

**Effective June 01, 2002 Increase to \$80.00 annually**

Janitors will be reimbursed for the purchase of one (1) pair of Safety Shoes per year to a maximum expenditure of sixty-five dollars (\$65.00) per employee.

**Effective June 01, 2000 Increase to \$70.00 annually**

**Effective June 01, 2002 Increase to \$80.00 annually**

The Winding and Beaming Department Operators will be reimbursed for the purchase of one (1) pair of Safety Shoes per year to a maximum of sixty-five dollars (\$65.00) per employee.

**Effective June 01, 2000 Increase to \$70.00 annually**

**Effective June 01, 2002 Increase to \$80.00 annually**

Set-Up employees will be reimbursed for the purchase of one (1) pair of Safety Shoes per year to a maximum of sixty-five dollars (\$65.00) per employee.

**Effective June 01, 2000 Increase to \$70.00 annually**

**Effective June 01, 2002 Increase to \$80.00 annually**

Tow Motor Service Department employees will be reimbursed for the purchase of one (1) pair of Safety Shoes per year to a maximum of sixty-five dollars (\$65.00) per employee every two (2) years.

**Effective June 01, 2000 Increase to \$70.00 biannually**

**Effective June 01, 2002 Increase to \$80.00 biannually**

### **Chrome Print**

Jet Beck Operators will be reimbursed for the purchase of one (1) pair of Safety Shoes every six (6) months up to a maximum expenditure of one hundred and ten dollars (\$1 10.00) annually per employee.

**Effective June 01, 2000 Increase to \$115.00 each annually**

**Effective June 01, 2002 Increase to \$125.00 each annually**

**Dye Weighers – see Letter of Understanding July 1998. Increased to two pairs per year to a maximum of \$140.00 annually expressly by the terms of that Letter of Understanding.**

Dye Line Operators will be reimbursed for the purchase of one (1) pair of Safety Shoes per



year to a maximum expenditure of sixty-five dollars (\$65.00) per employee.

**This amount to be increased to seventy dollars (\$70.00) effective June 1, 2000 and increased to eighty dollars (\$80.00) effective June 1, 2002.**

### Varichrome Yarns

Drug Room employees and Dye Line Operator will be reimbursed for the purchase of **two (2)** pair of Safety Shoes per year, up to a maximum expenditure of one hundred and ten dollars (\$110.00) annually per employee. **This amount to be increased to one hundred and fifteen dollars (\$115.00) effective June 1, 2000 and increased to one hundred and twenty-five dollars (\$125.00) effective June 1, 2002.**

Tie-In Material Handler, Dryer Material Handler, and Knitting Material Handler will be reimbursed for purchase of one (1) pair of Safety Shoes per year, *to* a maximum expenditure of sixty-five dollars (\$65.00) per employee. **This amount to be increased to seventy dollars (\$70.00) effective June 1, 2000**

**and increased to eighty dollars (\$80.00) effective June 1, 2002.**

New employees must have completed six (6) months' service before becoming eligible for the Safety Shoe subsidy.

25.02 **Uniform Subsidy**

**Kraus Carpet Mills**

The Maintenance Department (excluding Janitors) including Boiler Room and all Fixers will be supplied with three (3) sets of uniforms free from any charges every six (6) months, January and July.

Finishing Department including **all Mend**ers and Janitors will **be** supplied two (2) sets **of** uniforms, free from any charges every six (6) months, January and July.

One apron will be given to each Winder, Beamer and Sample Department employees, and one set of overalls will be provided to each Winding Lead Hand per year. one set of uniforms every six (6) months will be supplied

---

for Winding and Beaming Operators on January and July of each year, upon request **of** the employee.

Winding and Beaming Supplier employees shall be provided one (1) set of coveralls per calendar year.

### **Chrome Print**

Dye Weigher, Dye Line Operator, and will be supplied with **two (2)** sets of uniforms free from any charges every six (6) months, January and July.

The Dryer Operator shall be provided one (1) clean pair of coveralls each time he is assigned the function of cleaning the dryer.

### **Varichrome Yarns**

The Drug Room and Dye Line Personnel (including Material Handlers) will be supplied with two (2) sets of uniforms free from any charges every **six (6)** months, January and July.

One (1) apron will be given to each of the Winders and **Knitters** as well as one (1) **shop** coat for each Knitter.

Employees must have completed six **(6)** months' service before becoming eligible for the Uniform subsidy.

- 25.03 (a) The Company will replace broken tools of each Machinist, Mechanic, Fixer and Set-Up person.
- (b) **Effective July 12, 1998**, each Machinist, Mechanic, Fixer and Set-Up person will be given a **one hundred and seventy five dollar (175.00)** Tool Allowance each calendar year. **This amount will increase to two hundred dollars (\$200.00) every calendar year effective July 1, 2000.**
- (c) **The Company will pay the annual "Licensing Fee" for the 4 operating Stationary Engineers (our Schedule "A" Maintenance department classification).**

## ARTICLE 26 - WAGES

26.01 Classification and rates of pay are set out in Schedule "A" attached to this Agreement and are declared as part of this Agreement.

26.02 In the event the Company wishes to establish new classifications, it shall notify the Union in ~~writing~~ <sup>6d</sup> The wage rate for the new classification will be negotiated or the matter will be submitted to Binding Arbitration. The new rate will be adjusted to the commencement of operation, but in no case more than three (3) months. The new classification will be subject to the Job Posting Procedures as per Article 14.02.

26.03 An employee on temporary transfer will receive his own rate for the balance of that shift, and thereafter will be paid the rate for the job to which he has been transferred, if the transfer is to provide work in lieu of a layoff.

SP11  
If the employee is temporarily transferred for the convenience of the Company, then the employee will be paid the higher of the two rates for the balance of that shift and thereafter.

- 11/21/14
- 26.04 An employee who reports to work **at** his regular assigned starting time, and who works less than four (4) hours per day, shall be paid at least four (4) hours at the straight time rate. This clause does not apply when the Company is unable to provide work because of fire, lightning, power failure, storms, or other causes that are beyond the control of the Company.
- 26.05 Employees shall receive their pay cheques **bi-**weekly on Thursday 2:00 p.m. The Company will provide the employee with his pay cheque no later than noon on the last regular Banking day prior to starting their vacation or when a paid Holiday occurs on Thursdays. Night **shift** pay cheques will be given out by 7:00 a.m. Thursday mornings.
- 26.06 Any employee who wishes another person to pick **up** their pay cheque from the Company must provide that person with a signed note authorizing same.
- 26.07 When an employee is designated by the Company to train **any other employee for any reason**, he/she will be paid a premium of fifty cents (50¢) per hour for **a** four (4) week period only.

- 26.08 Probationary employees will be paid twenty percent (20%) below the applicable wage rate for the first ten (10) working days, and ten percent (10%) below the applicable wage rate for another ten (10) working days.

**ARTICLE 27 - SHIFT PREMIUM**

867

27.01 Effective September 11, 1988:

1141 (a) A shift premium of thirty cents (30¢) per hour shall be paid for all hours worked on the second shift.

1142 (b) A premium of thirty-five cents (35¢) per hour shall be paid for all hours worked on the third shift.

(c) The second shift shall be one that is deemed commencing between noon and 4:00 p.m.; night shift is one commencing after 4:00 p.m. The **day** shift, or first shift, shall be one commencing **at** or after 7:00 a.m.

**(d) Shift premium is not paid for overtime hours worked when these overtime hours**

are attached to a scheduled non-premium shift (e.g.) day shift.

(e) Shift premium is only paid for hours worked, not for hours "paid" (e.g.) not paid for stats, bereavement, vacation, etc.

(f) Shift premium for call back/call-in is only paid for actual hours worked, as evidenced by the punch-in and out times.

#### ARTICLE 28 - CALL-BACK/CALL-IN

28.01 An employee called back to work during hours outside his shift shall be paid a minimum of three (3) hours at the applicable overtime rate for such call-in. The minimum guarantee shall not be applicable when the employee is called in for a period immediately preceding his regular shift.

#### ARTICLE 29 - HOURS OF WORK AND OVERTIME

29.01 The normal hours of work shall be eight (8) hours per day or forty (40) hours per week,

8a



Monday to Friday inclusive. This does not guarantee hours of work per day or per week.

29.02 All employees will be paid at the rate of time and one-half (1½) for work required to be performed in excess of their normal designated working hours.

29.03 Work required to be performed by employees on Saturdays will be paid at the rate of time and one-half (1½) their regular rate, On Sundays or Statutory Holidays. employees shall be paid at the rate of double time (2x) their regular rate of pay.

29.04 (a) Effective July 1, 1992, employees within a classification in a department will be given equal opportunity over each consecutive six (6) month period to perform the overtime required within their classification, provided the employee is qualified to perform the required overtime work.

984  
—  
0=

The employees will cooperate with the **Company** in regard to overtime work and the Company agrees to accept any legitimate reason why an employee does not

wish to perform such overtime work. The scheduled overtime lists will be posted forty-eight (48) hours in advance of the overtime.

- (b) The Company may ask employees, who are readily available, to work overtime which is the result of absenteeism and/or an emergency in their Department.

29.05 (a) Refusal to accept overtime work, except for 29.05 (2), cannot be a matter of disciplinary action. However, although overtime is voluntary when an employee verbally accepts an overtime assignment, they shall become subject to the existing rules and regulations governing attendance on a regular shift. <sup>9a</sup>

- (b) In a situation where there are no volunteers for overtime work, the employees with the least seniority in the Department will be obliged to work. Such employees must be advised at least twenty-four (24) hours in advance.

8as 29.06 There shall be a paid fifteen (15) minute rest period and a paid twenty (20) minute lunch period for all employees.

Employees employed in the Finishing Department, Machine Operators, and Packers employed in the Final Inspection Department shall receive an additional paid fifteen (15) minute rest period, provided the Finishing Oven is **scheduled to operate**.

Employees scheduled to work two (2) hours overtime immediately following their regular scheduled shift shall receive an additional paid fifteen (15) minute rest period. Such rest period will be taken immediately prior to the commencement of the overtime work.

Employees exceeding two (2) hours of overtime will be granted breaks coinciding with the regular scheduled shift.

29.07 If an employee is unable to report for work, he/she **will** endeavour to notify the Foreman at least one (1) hour before the start of their shift.

## ARTICLE 30 - PAID HOLIDAYS

30.01 An employee will be paid their regular rate for the following holidays:

129  
New Year's Day      Thanksgiving Day  
Christmas Day      Victoria Day  
Labour Day          Boxing Day  
Canada Day          Civic Holiday  
Good Friday  
Heritage Day (3rd Monday in February)

9c5  
Effective July 1, 1987, add one (1) paid holiday to be taken at a time as designated by the Company.

30.02 Employees who are required to work on any **of** the abovenamed holidays will receive twice (2x) their regular rate of pay for all hours worked in addition to pay for that holiday.

30.03 (a) No pay for the Statutory Holiday will be made unless the employee has passed his probationary period and has worked the regular scheduled shift immediately preceding and succeeding such holiday.

- (b) Where an absence was due to:
- (i) verified personal illness verified by a medical practitioner; or,
  - (ii) layoff or authorized leave; or,
  - (iii) bereavement leave.

Such employee will be paid, notwithstanding Paragraph (a), provided the employee has worked a scheduled shift during the two (2) calendar weeks immediately prior to the paid holiday and the two (2) calendar weeks immediately following the paid holiday.

- 30.04 If any of the **above mentioned** holidays occurs during the employee's vacation period, the employee will receive an additional day off with holiday pay, at a time mutually agreed.
- 30.05 If a Statutory Holiday, listed above, falls on a Saturday or Sunday, the Company will substitute the holiday on the preceding or following workday.

## ARTICLE 31 - VACATIONS

31.01 Vacation with pay will be granted to employees in accordance with the following:

- 126
- Employees with less than 5 years' of continuous service - 2 weeks at 4%
  - Employees with more than 5 years' continuous service - 3 weeks at 6%
  - Employees with over 9 years' of continuous service - 4 weeks at 8%
  - Employees with over **20** years of continuous service - 5 weeks at 10%

31.02 An employee shall not be permitted to accumulate their vacation from one year to another year. The vacation year shall be July 1st to June 30th of the following calendar year.

31.03 Two (2) or three (3) weeks shall be taken during their summer vacation, and this shall be deemed to be the Plant Shutdown.

- 31.04 The third and fourth week shall be taken at a time mutually agreed. In any case, it must be taken before June 30th of the following year.
- 31.05 Vacation schedules shall be posted May 1st each year, and shall not be changed unless mutually agreed between the employees and the Company.
- 31.06 An employee who leaves the employ of the Company for whatever reason, shall be paid their vacation allowance as provided herein.
- 31.07 On the death of an employee, the vacation allowance shall be paid to the employee's Estate.
- 31.08 The employee's date of hire shall be used for purposes of calculating vacation eligibility and vacation pay.

## **ARTICLE 32 - HEALTH AND WELFARE**

- 32.01 The Company shall pay 100% of the cost of O.H.I.P.

32.02 United Food & Commercial Workers  
Trusteed Dental Fund - Ontario

13a5

- (a) The Company agrees, as of date of ratification, to contribute, **based on the schedule below, for all hours worked up to forty (40) hours per week excluding overtime, Jury Duty, bereavement, holiday and vacation.**

**Schedule:**

**Date of Ratification: + 2¢ = 22¢ per hour**  
**Effective July 1, 1999 + 2¢ = 24¢ per hour**  
**Effective July 1, 2000 + 2¢ = 26¢ per hour**  
**Effective July 1, 2001 + 2¢ = 28¢ per hour**  
**Effective July 1, 2002 + 2¢ = 30¢ per hour**

- (b) The Company agrees to sign the Participation Agreement as prepared by the Trustees of the Plan, and supply or sign any other documents, forms, reports or information required by the Trustees of the Dental Plan, and shall forward all contributions together with a list of the employees and the number of hours worked by each employee in each reporting period



---

within fifteen (15) days of the end of the close of the Company's four (4) or five (5) week accounting period.

**32.03 United Food & Commercial Workers  
Trusteed Benefit Plan**

The Company agrees to adhere to the United Food & Commercial Workers Trusteed Benefit Plan ("Benefit Plan").

The Company shall increase and contribute to the current benefit level of the UFCW Trusteed Benefit Plan to a total of **twenty cents (20¢)** per hour during the term of the Agreement. Contributions shall be as follows:

**Effective:**

**Date of ratification + 5¢ increase to 79¢ per hour**  
**Effective July 1, 1999 + 5¢ increase to 84¢ per hour**  
**Effective July 1, 2000 + 3¢ increase to 87¢ per hour**  
**Effective July 1, 2001 + 3¢ increase to 90¢ per hour**  
**Effective July 1, 2002 + 4¢ increase to 94¢ per hour**

to the Benefit Plan for all hours paid or worked on behalf of the bargaining unit employees, who

have completed three **(3)** months of continuous employment, to a maximum of forty (40) **hours** per week.

**All** such employees must adhere to the Benefit Plan and contribute by means of bi-weekly deductions sixteen cents (16¢) per hour for all hours paid or worked, to a maximum of forty (40) hours per week, or any other reasonable basis of contribution determined by the Board of Trustees **of** the Benefit Plan.

Should an employee become disabled as a result of an occupational accident or illness, the Employer agrees to contribute 100% of the required contributions (Employee and Employer) during the forty-eight (48) month period following the date of the injury.

The Employer shall sign the entry forms provided.

- 32.04 When an employee is absent due to leave of absence or due to layoff for a period in excess of **six (6)months**, the full premium cost of all Welfare Plans shall be the responsibility of the employee.

32.05 Detailed information regarding the employee(s) benefits is provided in the United Food & Commercial Workers Trusteed Benefit Plan booklet. Employees may obtain a copy of the Plan booklet from the Union Office, Union Steward, or the Personnel Office.

32.06 **Canadian Commercial Workers Industry Pension Plan**

1. Effective **date of ratification**, the Company agrees to contribute **fifty-five (55¢)** per and further increases as follows:

|                               |                            |
|-------------------------------|----------------------------|
| <b>Effective July 1, 1999</b> | <b>increase + 4¢ = 59¢</b> |
| <b>Effective July 1, 2000</b> | <b>increase + 3¢ = 62¢</b> |
| <b>Effective July 2, 2001</b> | <b>increase + 3¢ = 65¢</b> |
| <b>Effective July 1, 2002</b> | <b>increase + 4¢ = 69¢</b> |

to the Canadian Commercial Workers Industry Pension Plan ("Pension Plan") for all hours paid or worked for all full-time employees, to a maximum of forty (40) hours per week. Hours paid or worked shall not include Weekly Indemnity payments.

2. The Company agrees to sign a "Participation Agreement" and supply any other documents, forms, reports, or information required by the Trustees of the Pension Plan. The Company shall forward all contributions, together with a list of all full-time employees and the number of hours paid or worked for each employee in each reporting period, within fifteen (15) days following the end of each of the Company's four (4) or five (5) week accounting periods.

### ARTICLE 33 - UFCW EDUCATION & TRAINING FUND

7d 33.01 (a) Effective **July 1, 2000**, the Company agrees to contribute **four cents (4¢)** per hour to the Local 175, Employees Education & Training Fund for all hours paid to bargaining unit employees to a maximum of forty (40) hours per week.

- (b) The Company shall forward the contributions every four (4) weeks to the Union and shall include a list of the bargaining unit employees and the number

---

of hours worked by each employee during the four (4) week period.

### **ARTICLE 34 - COPIES OF THE AGREEMENT**

34.01 The Union and the Company desire every employee to be familiar with the provisions of this Agreement and his/her rights under it. The Employer agrees to pay **fifty percent (50%)** of the cost of printing the Collective Agreement. The Company will reimburse the Union within thirty (30) days of signing.

### **ARTICLE 35 - ACCOMMODATIONS**

35.01 The Company shall provide accommodations for employees to store and change their clothes **and** to take their meals.



## ARTICLE 36 - DURATION

36.01 This agreement shall remain in force and effect from **July 1, 1998, to June 30, 2003**, inclusive and beyond the expiry date until the earlier of

- a ratified renewal
- a legal strike or lockout

36.02 Either party may give the other party notice of renewal and/or amendment of this Agreement at any time within ninety (90) days of the expiry date of this Agreement. The parties shall agree to meet within fifteen (15) days of such notice being received.

**Kraus Carpet Mills Limited  
Schedule "A" - Wage Rates**

| <b>A. -01</b>                      | <b><u>July 1,</u></b> | <b><u>July 1,</u></b> | <b><u>July 1,</u></b> | <b><u>July 1,</u></b> | <b><u>July 2,</u></b> |
|------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Classifications</b>             | <b>1998</b>           | <b>1999</b>           | <b>2000</b>           | <b>2001</b>           | <b>2002</b>           |
| <b><u>Tufting &amp; Creels</u></b> |                       |                       |                       |                       |                       |
| Operator/Examiner                  | \$15.59               | \$15.89               | \$16.19               | \$16.54               | \$16.99               |
| Operator/Full Time                 | \$15.32               | \$15.62               | \$15.92               | \$16.27               | \$16.72               |
| Examiner/Mender                    | \$14.94               | \$15.24               | \$15.54               | \$15.89               | \$16.34               |
| Creel Hand                         | \$13.10               | \$13.40               | \$13.70               | \$14.05               | \$14.50               |
| Set-Up Person                      | \$15.59               | \$15.89               | \$16.19               | \$16.54               | \$16.99               |
| <b><u>Oven Finishing</u></b>       |                       |                       |                       |                       |                       |
| Shear Operator                     | \$16.48               | \$16.78               | \$17.08               | \$17.43               | \$17.88               |
| Labourer                           | \$15.87               | \$16.17               | \$16.47               | \$16.82               | \$17.27               |
| Supplier                           | \$15.87               | \$16.17               | \$16.47               | \$16.82               | \$17.27               |

| Classifications         | <u>July 1,<br/>1998</u> | <u>July 1,<br/>1999</u> | <u>July 1,<br/>2000</u> | <u>July 1,<br/>2001</u> | <u>July 2,<br/>2002</u> |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| <u>Final Inspection</u> |                         |                         |                         |                         |                         |
| Machine Operators       | \$15.95                 | \$16.25                 | \$16.55                 | \$16.90                 | \$17.35                 |
| Packer                  | \$15.61                 | \$15.91                 | \$16.21                 | \$16.56                 | \$17.01                 |
| Mender                  | \$13.85                 | \$14.15                 | \$14.45                 | \$14.80                 | \$15.25                 |
| <u>Winding/Beaming</u>  |                         |                         |                         |                         |                         |
| Lead Hands              | \$15.10                 | \$15.40                 | \$15.70                 | \$16.05                 | \$16.50                 |
| Winders                 | \$13.10                 | \$13.40                 | \$13.70                 | \$14.05                 | \$14.50                 |
| Beamers                 | \$13.19                 | \$13.49                 | \$13.79                 | \$14.14                 | \$14.59                 |
| <u>Samples</u>          |                         |                         |                         |                         |                         |
| Lead Hand               | \$14.74                 | \$15.04                 | \$15.34                 | \$15.69                 | \$16.14                 |
| Inspector               | \$14.49                 | \$14.79                 | \$15.09                 | \$15.44                 | \$15.89                 |
| Cutter & Sewer          | \$14.39                 | \$14.69                 | \$14.99                 | \$15.34                 | \$15.79                 |
| Labourer                | \$14.34                 | \$14.64                 | \$14.94                 | \$15.29                 | \$15.74                 |



Classifications

July 1, 1998      July 1, 1999      July 1, 2000      July 1, 2001      July 2, 2002

Yarn & Receiving

|                    |         |         |         |         |         |
|--------------------|---------|---------|---------|---------|---------|
| Lead Hand/Receiver | \$15.10 | \$15.40 | \$15.70 | \$16.05 | \$16.50 |
| Lead Hand/Packer   | \$14.25 | \$14.55 | \$14.85 | \$15.20 | \$15.65 |
| Packer             | \$13.85 | \$14.15 | \$14.45 | \$14.80 | \$15.25 |
| Utility            | \$12.50 | \$12.80 | \$13.10 | \$13.45 | \$13.90 |

Shipping

|                      |         |         |         |         |         |
|----------------------|---------|---------|---------|---------|---------|
| Shipper              | \$15.70 | \$16.00 | \$16.30 | \$16.65 | \$17.10 |
| Cutting M/C Operator | \$15.20 | \$15.50 | \$15.80 | \$16.15 | \$16.60 |

Tower Motor Service\*\*

Class 1 (carpet boom skills required) includes all operators currently in Tufting

|                    |         |         |         |         |         |
|--------------------|---------|---------|---------|---------|---------|
| Tow Motor Services | \$15.10 | \$15.40 | \$15.70 | \$16.05 | \$16.50 |
| Assistant Shipper  | \$15.10 | \$15.40 | \$15.70 | \$16.05 | \$16.50 |

Tower Motor Service Operator

## Classifications

**Class 2** (Forks & Clamp skills required)

|  | <u>July 1, 1998</u> | <u>July 1, 1999</u> | <u>July 1, 2000</u> | <u>July 1, 2001</u> | <u>July 2, 2002</u> |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|
|--|---------------------|---------------------|---------------------|---------------------|---------------------|

Suppliers

\$14.50 \$14.80 \$15.10 \$15.45 \$15.90

Packers

\$14.50 \$14.80 \$15.10 \$15.45 \$15.90

**Note:** Pertains only to personnel who are authorized by the Company to operate Tow Motor within the Company and only where over fifty percent (50%) of their duties are performed driving the tow motor. Job postings will not be required for these positions until recalls are exhausted.

**\*\*New Classification of Tow Motor Service Operators does not include the following positions:**

### Oven Department

(Labourer & Supplier)

\$15.87 \$16.17 \$16.47 \$16.82 \$17.27

### Yarn/Receiving

(Receiver)

\$15.10 \$15.40 \$15.70 \$16.05 \$16.50

### Shipping

(Lead Hand/Shipper)

\$15.70 \$16.00 \$16.30 \$16.65 \$17.10

**Note:** These positions are authorized Tow Motor Service Operators

**Classifications**

|  | <u>July 1, 1998</u> | <u>July 1, 1999</u> | <u>July 1, 2000</u> | <u>July 1, 2001</u> | <u>July 2, 2002</u> |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|
|--|---------------------|---------------------|---------------------|---------------------|---------------------|

**MAINTENANCE**

|                          |         |         |         |         |         |
|--------------------------|---------|---------|---------|---------|---------|
| *Lead Hand Machinist     | \$18.40 | \$18.80 | \$19.30 | \$19.70 | \$20.50 |
| *Machinist               | \$18.00 | \$18.40 | \$18.90 | \$19.30 | \$20.10 |
| *Mechanic                | \$17.75 | \$18.15 | \$18.65 | \$19.05 | \$19.85 |
| <del>Hand</del> Mechanic | \$15.75 | \$16.15 | \$16.65 | \$17.05 | \$17.85 |
| Mechanic Helper          | \$13.85 | \$14.15 | \$14.45 | \$14.80 | \$15.25 |
| Janitor                  | \$13.10 | \$13.40 | \$13.70 | \$14.05 | \$14.50 |
| *Stationary Engineer     | \$21.40 | \$21.80 | \$22.30 | \$22.70 | \$23.50 |

*Handwritten initials:*  
 NLO  
 KOF

**Note:** \*Requires recognized certificate

**Varichrome Yarns - Schedule "A" - Wage Rates  
Department & Classification(s) Wage Rates Per Hour**

| A. -02<br>Classifications | <u>July 1,<br/>1998</u> | <u>July 1,<br/>1999</u> | <u>July 1,<br/>2000</u> | <u>July 1,<br/>2001</u> | <u>July 2,<br/>2002</u> |
|---------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
|---------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|

**KNITTING & WINDING**

|                  |         |         |         |         |         |
|------------------|---------|---------|---------|---------|---------|
| Lead Hand        | \$14.05 | \$14.35 | \$14.65 | \$15.00 | \$15.45 |
| Knitter          | \$13.14 | \$13.44 | \$13.74 | \$14.09 | \$14.54 |
| Winder           | \$13.20 | \$13.50 | \$13.80 | \$14.15 | \$14.60 |
| Material Handler | \$13.10 | \$13.40 | \$13.70 | \$14.05 | \$14.50 |

**DRUG ROOM & DYEING**

|                      |         |         |         |         |         |
|----------------------|---------|---------|---------|---------|---------|
| Dye Line & Tie-In    | \$13.32 | \$13.62 | \$13.92 | \$14.27 | \$14.72 |
| Dye Machine Operator | \$13.92 | \$14.22 | \$14.52 | \$14.87 | \$15.32 |
| Dryer Operator       | \$13.47 | \$13.77 | \$14.07 | \$14.42 | \$14.87 |
| Dye Weigher          | \$13.85 | \$14.15 | \$14.45 | \$14.80 | \$15.25 |

Appendix 'A' - Chrome Print - Schedule "A" - Wage Rates  
Department & Classification(s) Wage Rates Per Hour

| A. -03<br>Classifications | July 1,     | July 1,     | July 1,     | July 1,     | July 1,     | July 2,     |
|---------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
|                           | <u>1998</u> | <u>1999</u> | <u>2000</u> | <u>2001</u> | <u>2002</u> | <u>2002</u> |
| Dye Line Operator         | \$13.85     | \$14.15     | \$14.45     | \$14.80     | \$15.25     | \$15.25     |
| Dryer Operator            | \$13.80     | \$14.10     | \$14.40     | \$14.75     | \$15.20     | \$15.20     |
| Dye Weigher               | \$13.85     | \$14.15     | \$14.45     | \$14.80     | \$15.25     | \$15.25     |
| Beck Dye Operator         | \$13.85     | \$14.15     | \$14.45     | \$14.80     | \$15.25     | \$15.25     |
| Tow Motor Operator        | \$13.35     | \$13.65     | \$13.95     | \$14.30     | \$14.75     | \$14.75     |
| Sew In                    | \$13.35     | \$13.65     | \$13.95     | \$14.30     | \$14.75     | \$14.75     |
| Roll-Up Writer            | \$13.35     | \$13.65     | \$13.95     | \$14.30     | \$14.75     | \$14.75     |
| Utility                   | \$13.35     | \$13.65     | \$13.95     | \$14.30     | \$14.75     | \$14.75     |

The wage rates outlined in A.01, A.-02 and A.-03 above reflect wage increases of thirty cents (.30) per hour effective July 1, 1998, thirty cents (.30) per hour effective July 1, 1999, thirty cents (.30) per hour effective July 1, 2000, thirty-five (.35) per hour effective July 1, 2001 and forty-five cents (.45) per hour effective July 1, 2002.

---

**LETTERS OF UNDERSTANDING:**

All existing letters renewed, new letter of understanding as attached.

**Signed on behalf of the parties hereto at Waterloo, Ontario, this 9th day of February, 1999.**

**FOR THE UNION:**

Bob Davey  
Lech Krzyzanowski  
Sue Reist  
Andy Harting  
Grant Kuntz  
A.G. Sherman

**FOR THE COMPANY:**

Jim Anderson  
John Eckhardt  
John Lukezic  
Gary Witt

## LETTER OF UNDERSTANDING

Between: Kraus Carpet Mills Limited  
- and - United Food & Commercial Workers,  
Local 175

### **RE: PERSONNEL DISCIPLINE RECORDS**

Any employee who so desires it shall have the right to review his personnel disciplinary record in the presence of the Union Steward and a member of Management (Personnel Manager) upon making a request for same in advance, in writing. Such review is to take place at such time and place within the unit as may be designated by Management.

If any employee so affected objects to the material contained in such record, such objection may be made the subject matter of a grievance and be processed in accordance with the provision of Article 9 herein. Times designated by Management will be reasonable.

Dated this 9th day of February, 1999.

#### **FOR THE UNION:**

Bob Davey  
Lech Krzyzanowski  
Sue Reist  
Andy Harting  
Grant Kuntz  
A.G. Sherman

#### **FOR THE COMPANY:**

Jim Anderson  
John Eckhardt  
John Lukezic  
Gary Witt

## LETTER OF UNDERSTANDING

Between: **Kraus Carpet Mills Limited**  
- and - **United Food & Commercial Workers,**  
**Local 175**

### RE: TUFTING DEPARTMENT

Should a Tufting Operator desire to **work on** any specific Tufter, then he must demonstrate during a **one** (1) week trial period that he is capable of **attaining** ninety percent (90%) **of** the average historical **production** for that Tufter. If this requirement is **satisfied**, then the employee will be granted **equal** opportunity for performance of duties on that specific Tufter.

Management reserves the right to schedule the one (1) week qualification period within a reasonable period of time.

Dated this 9th day of February, 1999.

#### FOR THE UNION:

Bob Davey  
Lech Krzyzanowski  
Sue Reist  
Andy Harting  
Grant Kuntz  
A.G. Sherman

#### FOR THE COMPANY:

Jim Anderson  
John Eckhardt  
John Lukezic  
Gary Witt



**LETTER OF UNDERSTANDING**

Between: **Kraus Carpet Mills Limited**

- and - **United Food & Commercial Workers,  
Local 175**

**RE: TUFTING DEPARTMENT**

Where a Tufting Operator has been assigned to operate more than one (1) tufting machine on a shift, and he has followed proper procedures for Quality and Start Up, then he will not be unjustly disciplined for machine errors outside of his control.

**Dated this 9th day of February, 1999.**

**FOR THE UNION:**

Bob Davey  
Lech Krzyzanowski  
Sue Reist  
Andy Harting  
Grant Kuntz  
A.G. Sherman

**FOR THE COMPANY:**

Jim Anderson  
John Eckhardt  
John Lukezic  
Gary Witt

LETTER OF UNDERSTANDING

Between: **Kraus Carpet Mills Limited**  
- and - **United Food & Commercial Workers, Local  
175**

**RE: U.F.C.W. LEUKEMIA FUND**

The Company shall deduct from the weekly earnings of each employee, upon written authorization from each employee, twenty-five cents (25¢) per week and shall, together with a detailed list of the names, Social Insurance Numbers and amounts deducted, remit same by cheque payable to the U.F.C.W. Leukaemia Fund before the fifteenth (15th) day of the following month.

Receipts for the total amount deducted per employee in the calendar year will be provided by the Union on or before February 28th of each year.

**Dated this 9th day of February, 1999.**

**FOR THE UNION:**

**Bob Davey**  
Lech Krzyzanowski  
Sue Reist  
Andy Harting  
Grant Kuntz  
A.G. Sherman

**FOR THE COMPANY:**

Jim Anderson  
John Eckhardt  
John Lukezic  
Gary Witt

## LETTER OF UNDERSTANDING

Between: **Kraus Carpet Mills Limited**

- and - **United Food & Commercial Workers, Local  
175**

### **RE: UNIONLOGO**

It will be the duty of the Employer to prominently display Union Logos on all of the Union Bulletin Boards within the Plant. These cards shall remain the property of the Union. The Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender the same immediately upon demand by the Union. The Employer further agrees that employees may wear Union buttons while on duty, subject to the Health and Safety Procedures of the Company.

**Dated this 9th day of February, 1999.**

#### **FOR THE UNION:**

Bob Davey  
Lech Krzyzanowski  
Sue Reist  
Andy Harting  
Grant Kuntz  
A.G. Sherman

#### **FOR THE COMPANY:**

Jim Anderson  
John Eckhardt  
John Lukezic  
Gary Witt

## LETTER OF UNDERSTANDING

Between: **Kraus Carpet Mills Limited**  
- and - **United Food & Commercial Workers, Local 175**

**RE: VACATION FOR 12 HOUR SHIFT -  
STATIONARY ENGINEERS**

As a result of the meeting with the parties involved, it has been decided to consider one week's vacation to be:

- A maximum 48 hours relief from scheduled 12 hour shift
- A minimum 7 consecutive days leave from the workplace
- These conditions will apply for the vacation year **1999, 2000, 2001, 2002 and 2003** and will then be reviewed to see if it has worked in a fair manner.

**Dated this 9th day of February, 1999.**

**FOR THE UNION**

Bob Davey  
Lech Krzyzanowski  
Sue Reist  
Andy Harting  
Grant Kuntz  
A.G. Sherman

**FOR THE COMPANY:**

Jim Anderson  
John Eckhardt  
John Lukezic  
Gary Witt

Letter of Understanding

Between: **Kraus Carpet Mills Limited**

- and - United Food & Commercial Workers,  
Local 175

**RE: SAFETY SHOE SUBSIDY FOR THE  
CHROME PRINT DYE OPERATION**

Employee Names:

Labib Mossaad, Lee Rushmere, Javier Lazo

The Company will provide each of these three (3) Dye Weighers who are named above with one (1) pair each of 'Iseco' Safety Boots #4836 (contingent on availability or equivalent) for a six (6) month period of evaluation commencing June 1, 1998. These employees will report to the Kitchener Branch of Iseco for fittings and to obtain these safety boots. The Company will pay the cost of one (1) pair of Iseco safety boot #4836 for each of these three (3) named employees for this trial period.

These employees are obliged to wear these specific safety boots at all times while at work in the Dye Weigher job at Kraus Carpet Mills Limited (Chrome Print). No substitutions, no exceptions.

Letter of Understanding re: Safety Shoe Subsidy for the  
Chrome Print Dye Operation (Continued)

These employees will make these safety boots available for inspection at any time by the Company or Iseco for this trial period.

If it is deemed by the Parties that the Iseco safety boot #4836 is not providing acceptable resistance to chemical splash and wear, then the Parties will agree to recommencing the trial for an additional six (6) month period, wherein Iseco safety hoot #86104 black "polyblend" work hoot {contingent on availability or equivalent) will be evaluated. The Company will pay for these safety hoots and the employee will agree to obtain them and to wear them as stated above.

Upon successful completion of the trial, the Parties will agree to the following conditions:

- (a) Chrome Print Dye Weighers Annualized Subsidy will be for a maximum of 2 pairs of Iseco #4836 safety boot or Iseco #86104 safety hoot (contingent on availability or equivalent) to a maximum value of \$140.00 per year, if, and only if, proven replacement is required. Prior permission must be

Letter of Understanding re: Safety Shoe Subsidy for the  
Chrome Print Dye Operation (Continued)

obtained from the Company before such  
replacements are obtained.

- (b) Chrome Print Dye Weighers will use only Iseco #4836 or Iseco #86104 safety boot (contingent on availability or equivalent). The Company will not be responsible for reimbursement in any other way for any other safety boot for the Chrome Print Dye Weighers' job.

**Dated this 9th day of February, 1999.**

**FOR THE UNION:**

Bob Davey  
Lech Krzyzanowski  
Sue Reist  
Andy Harting  
Grant Kuntz  
A.G. Sherman

**FOR THE COMPANY:**

Jim Anderson  
John Eckhardt  
John Lukezic  
Gary Witt

