

# Collective Agreement

Between

United food and Commercial Workers International Union  
Local 175

and

Kraus Carpet **Mils** LTD  
Chrome Print and  
Varichrome Yarns

Begins:  
07/01/2003

Terminates:  
06/30/2006

10995 (03)

Name.....  
Address.....  
Phone.....  
Member ID.....  
Work Address.....  
Work Phone.....  
Union Steward.....  
Phone.....

**United Food & Commercial Workers  
UFCW Canada Locals 175 & 633  
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## LETTER FROM THE PRESIDENT UFCW CANADA LOCAL 175

Dear Fellow Members:

I wish to welcome new members to Locals 175 & 633 of the United Food and Commercial Workers Union, and to thank long standing members for their continued support and assistance over the years.

I hope you will all read this contract and become aware of your rights and privileges as union members. It is an important document. It identifies and guarantees your income, benefits and job security while you work for your current employer. Like an insurance policy, a warranty for a new car, or the deed to your home, if you are not aware of the agreement you entered into, you may not benefit from it.

As a union member with a contract, you have the freedom to plan for the future. You will know what your income will be in advance. Your rights and benefits are written down and cannot be revoked, and your job security is a primary element. Non-union workers do not have this protection. Their wages and benefits may be cut at any time, as may their jobs.

Become familiar with your contract. If unsure about an item or if you think your concern is not covered, speak to your Union Steward. He or she is a co-worker trained by the Union to help you with concerns and grievances in the workplace. If the problem cannot be settled by the Steward, a full-time Union Representative can be contacted at any time to assist you.

In addition to the Stewards in the workplace and the Union Representatives who support them, we also have a team of professionals who provide support.

We should all be proud of our Unions achievements. We have proven many times that employers can treat their workers fairly and still run their business efficiently.

In the United Food and Commercial Workers Union, we are committed to job security in an ever changing social environment. Only your Union can be relied upon to protect your rights.

Your union offers you representation before the Workers Safety Insurance Board. If you are injured on the job, our trained staff will support you and help you in any way they can.

Non-Union workers are at the mercy of their employer, This is one reason our Local Union continues to grow.

Our organizing team works around the clock to help bring other workers into our union. If you know of someone who works in a non-union environment, do them a favour and give our organizers a call.

We also believe in the education of our members and their children. Lack of economic resources should not be a hindrance to further education. In this regard, the UFCW offers a number of scholarships at the local, national and international level. They are for your benefit as Union members.

In addition, your Union works to keep you up-to-date about legislation concerning your working rights.

Your Local Union represents some 50,000 members across Ontario. As we continue to grow, we have moved to keep up with the growth in areas of servicing and all-round members' support. Included in this booklet is a list of Union representatives and other representatives there to support you, the member.

Only by all of us working together can we keep what we have gained over years of hard negotiations and obtain what is rightfully ours in the future. Our labour may be the only commodity we have to sell. Let us not sell it cheaply.

Please feel free to contact me at any time with questions or concerns about the Union. This is your Union. You put the 'U' in our Union.

In Solidarity,  
Wayne Hanley, President,  
UFCW CANADA Local 175.

## OFFICERS



**Wayne Hanley**  
President



**Jim Andress**  
Secretary-Treasurer



**Betty Pardy**  
Recorder



**Jim Hastings**  
Executive Assistant



**John Fuller**  
Executive Assistant

As the elected officers of Local 175, it is our job to ensure the smooth running and day-to-day operations of your Local Union. We represent some 50,000 members across Ontario, of whom some 25,000 are retail workers. Others work in a wide variety of units, including nursing homes, funeral homes, hotels, processing plants, and manufacturing plants. This requires versatility, knowledge and tireless effort. To accomplish this job, we are supported by your Union Stewards, Union Representatives, Benefits Representatives, Staff Lawyers and a Communications Representative. If we are not available or cannot answer a given question, we have the resources to find out. Remember, we are here to serve you.

## **UNITED FOOD & COMMERCIAL WORKERS**

The United Food and Commercial Workers is one of the largest and most respected unions. You are one of more than 230,000 members in Canada and 1,500,000 members in North America.

The UFCW is the result of a merger between two of the oldest and most respected unions in North America; the Amalgamated Meat Cutters and Butcher Workmen of North America and the Retail Clerks International Union. This merger took place on June 6, 1979. The UFCW represents workers in nearly all aspects of Canadian life which is mirrored in the makeup of Locals 175 & 633.

### **UFCW CANADA LOCALS 175 & 633**

Your local union, with over 50,000 members, is the largest UFCW local union, and the largest local union of any union in Canada.

This Local has the expertise, financial stability and resources to provide you, the member, with the best negotiating team, the best legal assistance, and the best all around service of any union in the country.

## UFCW LOCALS 175 & 633 EXECUTIVE BOARD

### LOCAL 175 EXECUTIVE BOARD:

#### PRESIDENT

Wayne Hanley, Oakville

#### SECRETARY-TREASURER

Jim Andress, Guelph

#### RECORDER

Betty Pardy, London

#### VICE-PRESIDENTS

Rick Alagierski, Mississauga

Phil Anderson, Peterborough

Toni Pettitt, Hawkestone

Mona Bailey, Oremee

Bryan Braithwaite, Chatham

Georgina Broeckel, Arthur

Fay Boucher, Thunder Bay

Sam Caetano, Toronto

*Matt Davenport, Hamilton*

Bruce Dosman, Hanover

William Foley, Burlington

Roland Fortin, Kitchener

David Fox, Napanee

Steve Garland, Kitchener

Rudolf Gwinner, Cambridge

Joe Hand, Newcastle

Jim Hastings, Mississauga

Rick Hogue, Thorold

Jim Hough, Burlington

Tim Kelly, Stratford

Janice Klenot, Kitchener

Jane Koren, Wasaga Beach

Cliff Kostyniuk, St. Catharines

June Maruschak, Sarnia

Nancy Melcore, Brampton

Tony Morello, Angus

Pat Newell, Port Hope

Fitzroy Reid, Toronto

Scott Saunders, Woodville

Don Schmidt, Walkerton

Dale Simon, Thunder Bay

Andy Spruyt, Fonthill

June Towler, Bradford

Patricia Tweedie, Niagara Falls

Karen Vaughn, Picton

Coreena Zurkan, Kenora

### LOCAL 633 EXECUTIVE BOARD

#### PRESIDENT

Dan Bondy, Amherstburg

#### SECRETARY-TREASURER

Roy Reed, Orillia

#### RECORDER

Neil Hotchkiss, Amherstburg

#### VICE-PRESIDENT:

MaryLou Mallett, Arthur

Peter Small, Oshawa



## What You Get For Your Union Dues

- Higher than average wages and benefits. According to recent government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Did you deserve a promotion and not get it? Are non-bargaining unit people doing your work? Were your bumping rights ignored? Is your sick pay late in coming? Have you been unfairly disciplined for a very minor mistake? The Grievance Procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you.
- **Problems with the Workplace Safety and Insurance Act or Employment Insurance?** The Union employs experts in cutting red tape and representing you to government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and out in the cold in these matters. They can only turn to expensive lawyers for help.
- **Pensions, Dental Insurance, Sick Pay, Disability Insurance, etc.** Compare your benefits package with those of non-union friends and family. Should they be unable to work because of sickness or accident, would they trade their insurance protection for yours? You bet they would!

Add up what you paid in Union Dues last year (don't forget that they are tax-deductible). Compare that amount with what you spent on such things as hobbies, cigarettes, beer, movies, cable television or "impulse" gifts.

## WHAT IS A UNION STEWARD?

A Union Steward is an elected front-line representative of the United Food and Commercial Workers. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

Bring any suspected violation of this agreement to the attention of the Union Steward as soon as possible, because time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this collective agreement, but only if you are willing to see it through.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

## **UNION SCHOLARSHIPS, TRAINING AND EDUCATION**

There are a number of scholarships available for UFCW Canada Locals 175 & 633 members, and their children, who are pursuing a Post Secondary education. To find out more about the scholarship program or various courses listed below, please contact the Locals 175 & 633 Training Centre, at (905) 564-2500 or 1-800-728-8902 or visit the web site: [www.ufcw175.com](http://www.ufcw175.com).

Locals 175 & 633 are also aware of the need for training and education in the workplace resulting from technological change, corporate restructuring and the abandonment by governments of the training and education of the workforce.

To address that need Locals 175 & 633 offer annual regional stewards training seminars. These seminars are held separate from courses which are available to members at the Locals Training and Education Centre in Mississauga. On a weekly basis the Union offers courses which allow our members to further their formal education and increase their ability and skill level in areas ranging from computer foundations, literacy and math upgrading to steward training and workplace advocacy.

In addition, twice a year the Locals offer stewards and members scholarship programs which are conducted at the Locals Training and Education Centre in Mississauga.

Thirty scholarships are awarded annually to stewards province wide to attend a weeklong in-depth training and education seminar. The theme of the week is "Labour's History: Past, Present and Future" and ensures that our stewards are well-informed and educated to be representatives of our Union in their workplaces. Stewards also receive nine hours of hands on computer training during the weeklong course.

Thirty members' scholarships are also awarded annually to provide members throughout the province with an opportunity to attend a weeklong computer training course. The course is a basic computer course which will give members an understanding of how a computer works and an introduction to using a computer.

With each of these scholarship programs the Locals will cover the cost of the course and materials as well as the members' wages, per diems, accommodation and transportation costs.

**WORKPLACE SAFETY AND INSURANCE ACT "W.S.I.A"**  
Formerly  
**WORKERS COMPENSATION ACT**

The Workplace Safety and Insurance Act, "W.S.I.A.", formerly, Workers Compensation Act or "W.C.B." is an insurance program to protect workers against loss of income due to job-related disabilities. Here are answers to the most commonly asked questions.

**1. HOW DOES THE WORKER REPORT AN ACCIDENT?**

If an accident occurs at work, section 22 (1) of The Act requires a worker to file a claim as soon as possible after the accident that gives rise to the claim, but in no case shall he or she file a claim more than six months after the accident or, in the case of an occupational disease, after the worker learns that he or she suffers from the disease.

**2. IS THERE AN EXTENSION OF TIME?**

The Board may permit a claim to be filed after the six month period expires if, in the opinion of the Board it is just to do so.

**3. WHAT FORMS MUST BE COMPLETED TO RECEIVE BENEFITS?**

Section 22 (4)... A claim must be on a form approved by the Board and must be accompanied by such information and documents as the Board may require.

**4. WHAT CONSENT OF DISCLOSURE IS REQUIRED?**

Section 22 (5)... When filing a claim, a worker must consent to the disclosure to his or her employer of information provided by a health professional under subsection 37(e) concerning the worker's functional abilities. The disclosure is for the sole purpose of facilitating the worker's return to work.

**5. FAILURE TO FILE?**

Section 22 (6)... If the claimant does not file the claim with the Board in accordance with this section or does not give the consent required by sub-section (5) no benefits shall be provided under the insurance plan unless the Board, in its opinion, decides that it is just to do so.

**6. NOTICE TO EMPLOYER?**

Section 22 (7)... The claimant shall give a copy of his or her claim to the worker's employer at the time the claim is given to the board.

**7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?**

Section 23 (3)... A person receiving benefits under the insurance

plan or who may be entitled to do so shall notify the Board of a material change in circumstances in connection with the entitlement within 10 days after the material change occurs.

### **8. WAGES FOR DAY OF ACCIDENT?**

Section 24 **(1.)** The employer shall pay a worker who is entitled to benefits under the insurance plan his or her wages and employment benefits for the day of the injury as if the accident had not occurred.

### **9. EMPLOYMENT BENEFITS?**

Section 25 **(1.)** Throughout the first year after a worker is injured, the employer shall make contributions for employment benefits in respect to the worker when the worker is absent from work because of the injury. However, the contributions are required only if:

- (a) the employer was making contributions for employment benefits in respect to the worker when the injury occurred  
and
- (b) the worker continues to pay his or her contributions if any, for the employment benefits while the worker is absent from work.

### **10. DUTY TO CO-OPERATE IN RETURN TO WORK?**

Section 40 **(1.)** The employer of an injured worker shall co-operate in the early and safe return to work of the worker by:

- (a) contacting the worker as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment
- (b) attempting to provide suitable employment that is available and consistent with the worker's functional abilities and that, when possible, restores the worker's pre-injury earnings
- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed.

### **WORKERS DUTY?**

Section 40 **(2),...** The worker shall co-operate in his or her early and safe return to work by:

- (a) contacting his or her employer as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment
- (b) assisting the employer, as may be required or requested, to identify suitable employment that is available and consistent with the

worker's functional abilities and that, when possible, restores his or her pre-injury earnings

- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed.

### **11. NOTICE OF DISPUTE?**

Section 40 (6)... The employer or the worker shall notify the Board of any difficulty or dispute concerning their co-operation with each other in the worker's early and safe return to work

### **12. OBLIGATION TO RE-EMPLOY?**

Section 41 (1)... The employer of a worker who has been unable to work as a result of an injury and who, on the date of the injury, had been employed continuously for at least one year by the employer shall offer to re-employ the worker in accordance with this section.

Section 41 (4) When the worker is medically able to perform the essential duties of his or her pre-injury employment, the employer shall:

- (a) offer to re-employ the worker in the position that the worker held on the date of injury, or
- (b) offer to provide the worker with alternative employment of a nature and at earnings comparable to the worker's employment on the date of injury

### **TIME LIMITS**

- 1 A 30 day time limit on appealing a Board decision about return to work or a labour market re-entry plan made on or after January 1, 1998.
- 2 A six month time limit on appealing any other Board decision made on or after January 1, 1998.
- 3 A six month time limit on filing a claim.

The changes to the new act are significant and have reduced or limited entitlement for injured workers. However, you should never let management talk you out of filing a claim, it is your right. In fact it is a violation for an employer to refuse to submit a claim.

Your local union has a benefit department that will answer any questions you may have in regard to filing or appealing a W.S.I.B claim. Contact your union office.

## **EMPLOYMENT INSURANCE (formerly UNEMPLOYMENT INSURANCE)**

On June 30, 1996 the Employment Insurance Act came into effect. Additional changes became effective January 1, 1997 and December 31st 2000. The new system reflects a fundamental restructuring of the old Unemployment Insurance System.

### **“Where to Apply?”**

Apply at the local Human Resource Centre of Canada. Check the telephone directory under Human Resources Development Canada or Canada Employment Centre for the office nearest you.

### **Regular Benefits:**

You can receive regular benefits if you lost your job and you can't find work, provided that you meet these requirements:

- you have paid into the EI account;
- you have worked the required minimum number of hours in the last 52 weeks; the number of hours of work needed, may range from 420-700 hours depending on the unemployment rate in your region.
- there are two exceptions: if this is your first job ever, or your first job after coming back into the workforce after an absence of two years or more, you will need a minimum of 910 hours of work to qualify regardless of the local unemployment rate.

In most cases you will receive 55% of your insured earnings to a maximum of \$413 per week. Claimants who are in a low income family (an income of less than \$25,921) with children and receive the Child Tax Benefit will receive a Family Supplement based on your Child Tax Benefit. Your benefit rate can be increased to a maximum of 65% but not greater than the maximum benefit rate of \$413 (2001).

Claimants can collect benefits between 14 and 45 weeks depending on the unemployment rate in their region, and the number of hours they have worked in the last 52 weeks.

## **How** to Calculate the Benefit Amount?

The **benefit** rate is based on your average insured earnings in the **last 26 weeks** of work. Your insured earnings will be averaged over a number of weeks known as a **divisor**. The divisor is the greater of:

- (a) the number of weeks of insured earnings in the last 26 week period; or
- (b) the number of weeks specified in the divisor table.

If you worked for only the minimum number of weeks required to qualify, or for one week longer than that, then the minimum divisor applies to you.

### Intensity Rule:

Any week of regular benefits collected after June 30, 1996 could **affect** your benefit rate on future claims. Weeks of benefits **claimed** will stay on your claim history for five (5) years. Working while on a claim can help you to reduce the number of weeks on your claim history. Your claim history is maintained for five years.

### **Work** Credits:

Claimants who work while they receive regular benefits and earn enough to reduce their EI cheques will be able to earn **work** credits to be applied against the intensity rule. The total amount they save the EI system by working while on a claim will be converted into weeks of unpaid benefits. Those weeks will then be credited against the application of the intensity rule for the next claim in the next five years.

### **Sick** Benefits:

**Sick benefits** are paid for up to 15 weeks, if you have 600 hours of **insurable employment** in the last 52 weeks or since the start of your **last claim**. If you get sick after your employment was interrupted for another reason, such as temporary layoff, you may be eligible with less than 600 hours. Medical reports are necessary.



**Maternity Benefits:**

If your child is born or adopted after December 31st, 2001. You must have worked and paid EI premiums for at least 600 hours in the last 52 weeks, or since the beginning of your last EI claim. You can start collecting maternity benefits up to 8 weeks before you are scheduled to give birth. However, benefits cannot be received later than 17 weeks after the baby is due or born, unless the infant is confined to a hospital.

**Parental Benefits:**

Parental benefits can be collected for up to 35 weeks by both natural and adoptive parents while they are caring for a newborn or adopted child. Under the new rules a combination of maternity (biological mothers only), parental and sickness benefits can be received up to a combined maximum of 50 weeks in a 52 week period.

Benefits are paid at 55% of your average insured earnings up to a maximum of \$413 per week.

**Discharge or Quit:**

No regular benefits are paid to those workers who quit a job without just cause or who are fired for misconduct. You may appeal a disqualification. Contact your Union if you need assistance with your appeal.

**FOR MORE INFORMATION**

CONTACT  
HUMAN RESOURCES DEVELOPMENT CANADA  
OR  
CANADA EMPLOYMENT CENTRE

**SHOULD YOU HAVE A PROBLEM  
CALL YOUR  
LOCAL UNION REPRESENTATIVE  
FOR HELP!**

## THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

### Employer's Duties

Among other things, the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any **workplace hazard**.
- Appoint a competent person as supervisor.
- Co-operate with and assist the health and safety committee and representative.
- Take every precaution reasonable for the protection of the worker.

### Supervisor's Duties

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

Note: Department Heads in the bargaining unit must also ensure that workers work in a safe manner, as above, but they **cannot** discipline workers who refuse, for example, to wear safety equipment. If a meat manager is unable to convince a fellow worker to wear a mesh apron when he is required to do so, he should simply report the situation to the Store Manager.

### Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

**Workers may not:**

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

**The Right to Refuse Unsafe Work**

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal,

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**THIS AGREEMENT ENTERED INTO AT WATERLOO,  
ONTARIO ON THE 1<sup>ST</sup> DAY OF JULY, 2003.**

Between:

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

- and -

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

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**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.

**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 or where the Company insists on mandatory attendance.

Should the Company state that attendance is voluntary, then no payment will be made.

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

- 4.01 (a) Effective July 1, 2003 and thereafter, all future employees shall be required as a condition of employment to authorize the Company in writing to deduct an amount equal to the regular monthly Union dues. The Union will inform the Company on a timely basis by registered mail of any changes to the amount of Union dues required one (1) calendar month prior to the effective date.
- (b) 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.

- (c) 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.
  - (d) 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 Forms signed by the new employee.
- 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)
  1. 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 nor use the Company Paging System nor use personal or Company telephones other than as may be expressly required in the performance of their normal job duties without obtaining permission of their immediate Supervisor or designate.
  
  2. The Company and/or the Union's Representative may request the involvement of the Chief Steward in such matters at any time as may be appropriate. Such request will not unreasonably be denied, and may be scheduled at a mutually consensual time.
  
  3. (i) A Steward (one), or the Chief 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 provided in this Agreement with regard to the concerns of a Member.

- (ii) Management reserves the right to schedule such meetings at a mutually convenient time and location.
  - (iii) Such consent from the Employer 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.
4. In addition, the Member will be paid for up to a maximum of fifteen (15) minutes per shift without loss of shift wages within the shift for authorized time spent meeting with a Steward in this regard. Any additional time may be paid only if specifically authorized by Management.

Generally such time preceding or succeeding the shift shall be unpaid.

- (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 or twelve (12) hours [Night Shift - sixteen (16) or twenty-four (24) hours], whichever is applicable, 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 work week for employees appointed or selected to the Negotiating Committee is reduced by eight (8) hours or twelve (12) hours [Night Shift - sixteen (16) or twenty-four (24) hours], whichever is applicable, for each negotiation session.

For the purposes of determining eligibility for overtime payment consistent with Article 29, "Hours of Work and Overtime", then: For each session in Negotiations between the



Parties wherein the member is unable to attend to his/ her normal work duties at the Facility and wherein the member has scheduled an alternate day off consistent with paragraph two (2) above, then such session shall be deemed to be equivalent to one (1) [or two (2) accordingly] shift(s) of regular hours worked in consideration towards overtime payment eligibility as in Article 29.

- 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, sit-down, 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.

8.02 The Company and the Union mutually support the Principles that workplace conduct shall be in accordance with the anti-harassment / discrimination Legislation as reflected in their respective Policies in this regard.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 (a) If an employee has a complaint, he shall first discuss the complaint with his

immediate Foreman. A (one) Steward, or the Chief Steward, may be present at the request of the employee or the Company, all in accordance with Article 5 above.

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 a (one) Steward or the Chief 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 referenceto 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 Company Service and Departmental seniority from their last date of hire. However, Departmental Seniority shall be credited only to that Department in which the incumbent successfully completes the Probationary Period.

- (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 probationary period, the probationary employee, if rehired, shall be allowed to complete the probationary period commencing from the last obtained probationary day (e.g. 61) completed (not the calendar date) prior to the termination. Department and Service Seniority dates are established as prescribed in 13.01 (b) above.
- (e) Eligibility for Benefits commences the first day of the month following completion of the Probationary period unless otherwise directed by the Plan Trustee.
- (9)** Wherein a probationary employee is laid off as part of a Departmental or Plant wide layoff, or is bumped out or displaced by employees with Bargaining Unit Seniority, it is understood that the probationary employee is as a result Terminated. Records of Employment and related

documentation shall so reflect. The provisions for rehire as stipulated above shall apply thereafter.

Exception: See also Article 31.03 (a), Section 5 if the layoff of the probationer is the result of any scheduled plant vacation shutdown periods.

- (g) The revised Employment Standards Act (Ontario ESA 2000), now provides that there is no waiting period of service for Probationary employees with respect to eligibility for payment of Stat Holiday pay provided the specific qualifying terms and conditions as laid out in Article 30.00 of this Collective Agreement have been met by the individual employee.

## **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 postings 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 (Weekly Indemnity) can, within the prescribed posting period, *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.

An employee absent for work, for any reason, shall be considered for any job posting provided the employee advised the Company in writing, of his intention to transfer to that classification. The preceding sentence shall be added to the job Posting Standard Form. The employees shall update these requests annually.

The Chief Steward will be provided a copy of the completed signed posting and it will

include the names of the applicants and the awarded incumbent.

The Chief Steward may at his / her discretion post this document on the Union Notice Board as a means of communication to the Members of the Award.

- (b) Any employee having completed twelve (12) consecutive months of employment is eligible to apply by signing the posting.
- (c) In filling job vacancies, including promotions and new positions, the job shall be awarded within fifteen (15) working days from the date the posting closes 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. Where two (2) or more candidates from within the Department are deemed to be relatively equally qualified, then Departmental Seniority shall be the determining factor. 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. In



such case, where two **(2)** or more employees from outside the Department having the ability and experience to perform the job are judged to be relatively equally qualified, then their respective Service Seniority shall be the determining factor.

In the event that the successful candidate cannot be immediately placed in the posted position, then a temporary assignment will be made for the purpose of establishing his/her department seniority date.

Thereafter, if the Company has been unable to permanently place the incumbent in the stated posted position then after one hundred and twenty **(120)** days he/she will be paid the posted or existing rate whichever is the greater.

Cross training within a Department is not subject to the Job Posting Procedure. The option to be cross-trained will be offered to employees by Departmental Seniority; however, an employee may choose not to be cross-trained.

Where an employee declines cross-training or is deemed to be unable to perform the

work following his/her cross-training, then such an employee would be subject to layoff if unable to perform the work that is available.

Said employee would then have opportunity to exercise his/her bumping rights to other Departments in which he/she has Department seniority in accordance with the Collective Agreement Articles applicable thereto.

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**.

- (d) Thereafter, employees who are successful in being awarded a permanent 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 (9) of this Agreement.

- (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 ten (10) 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) All temporary job vacancies that the Company intendsto fill will be posted upon the completion of the thirtieth (30<sup>th</sup>) day, or as soon as is practicable earlier if the Company has been notified that the temporary vacancy will exceed the thirty (30) calendar day period. 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, but may retain departmental seniority according to Article 15.02
- (b) Successive Job Postinas: It is understood that the third vacancy created by either a Permanentjob postingper Article 14.02 (a) or a Temporary Job Posting per Article 14.04 (a) may be filled at the discretion of the Company.
- 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.
- (d) It is recognized that Departmental seniority is acquired only through the successful award and attainment of a job posting or having been hired into a vacancy. In this latter case, as probationary employees, Departmental seniority is awarded in that one department in which the probationary period is successfully completed.
- 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 another Department as the result of the award of a job posting, and they have successfully completed the thirty (30) consecutive working day qualifying period with respect to said job posting. 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 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. Maintenance and Boiler Room
  2. Tufting and Creels
  3. Samples
  4. Winding and Beaming
  5. Final Inspection
  6. Finishing
  7. Yarn and Receiving
  8. Shipping
  9. (Varichrome) Knit De-knit
  10. (Varichrome) Superba
  11. Chrome Print



12. Chrome Print and Varichrome) Dyes and Chemicals
13. Waste Recovery

#### **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.

5. (a) When an employee with less than fifteen (15) years seniority is on layoff for a period exceeding twenty-four (24) consecutive months.

(b) When an employee with fifteen (15) or more years seniority is on layoff for a period exceeding thirty six (36) 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      Short Term Layoff**

- (a) 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.
  
- (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 Long Term Layoff**

- (a) 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.
- (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** (a) Following an announcement of layoff under either Article **17.01** (short term) or **17.02** (long term), any temporary (agency) employee(s) (excluding those Employees awarded a Temporary Job Posting per Article **14.04**) will be the first persons displaced, except for skilled trades.

This "work in lieu of lay off" will be offered to the most Service-Senior permanent employee(s) otherwise being laid off provided that Senior employee(s) is/are willing, able and available to perform that work which has been made available on the applicable shift and equipment in the affected Department, except for skilled trades.

These temporary assignments in lieu of layoff:

- (i) Shall be governed by Article 14.06 (Temporary Transfer), and thereby paid in accordance with Article 26.03 paragraph 1 (the rate of the job so created).
- (ii) Shall NOT qualify for Departmental seniority as stipulated by Articles 15 "Seniority".
- (iii) Shall NOT be a factor in awarding any job posting for a period of six (6) months prior to those postings in accordance with Article 14.02 (c).
- (iv) Shall NOT preclude the incumbent employee(s) so assigned from applying

to any job posting(s) during or after the period of work in lieu of layoff.

- (b) 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 (a) 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'.

- (b) In the event of a permanent layoff due to a department or job classification becoming redundant, the following shall apply:

The employee on permanent layoff shall have the option to displace the probationary employee, take severance pay or exercise their seniority rights for recall as per Article 16 of the Collective Agreement.

17.07 “SEVERANCE” Terms in the event of a mass permanent layoff:

The Parties agree that should there be a permanent layoff (termination with notice) of twenty (20) or more bargaining unit members and which would trigger the “Severance” provisions in the Employment Standards Act, then the following schedule of severance shall apply in full and final settlement with regard to all rights and entitlements thereto.

For completed years of service as follows:

- (a) For those employees with more than twenty (20) completed years - two (2) weeks severance per year,
- (g) For those employees with more than fifteen



(15) and up to twenty (20) completed years  
- one and one half (1½) weeks severance  
per year.

## **ARTICLE 18 - BEREAVEMENT LEAVE**

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

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 mid-shift, he shall be paid for the remainder of that shift

over and above the applicable paid bereavement entitlement..

All bereavement leave will commence on the first scheduled shift within four **(4)** calendar days 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.

However, if the funeral / memorial service occurs outside the prescribed bereavement periods noted above, then an additional one **(1)** day of bereavement leave without loss of shift wages will be granted on compassionate grounds, if the employee would have otherwise worked that day except for attending the funeral / memorial service.

18.01 (b) **Twelve (12) Hour Shifts:**

An employee, other than a probationary employee, who suffers a death of a spouse or child, shall, upon request, be granted a

leave of absence of five **(5)** consecutive calendar days without **loss** of shift 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 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 over and above the applicable paid Bereavement entitlement.

All bereavement leave will commence on the first scheduled shift within four **(4)** calendar days following the notification of the death.

However, if the funeral / memorial service occurs outside the prescribed bereavement

periods noted above, then an additional one (1) day of bereavement leave without loss of shift wages will be granted on compassionate grounds, if the employee would have otherwise worked that day except for attending the funeral / memorial service.

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 be granted to an employee to attend the funeral or memorial service 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 or memorial service. In the event of memorial service, supporting documents to be presented by the employee if requested.
- 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 be 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

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.

## **ARTICLE 21 - UNION LEAVE**

### **21.01 Union Leave**

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. All hours while on such leave will be considered equivalent to regular hours worked and paid by the Company. Thereto the Company will make normal contributions towards the Dental, Extended Health and Pension plans on behalf of the employee. The Union will reimburse the company the full cost including wages,

contributions to the "Plans", Employer Health Tax, WSIB Premiums, EI Premiums and the like.

## **ARTICLE 22 - PREGNANCY/PARENTAL LEAVE**

22.01 Pregnancy/parental leave shall be granted in accordance with the Revised Employment Standards Act (Ontario ESA 2000).

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.
- (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.

- (e) Where the employee has taken pregnancy leave, the parental leave is limited to 35 weeks, on top of the 17 weeks of pregnancy leave. If the employee did NOT take pregnancy leave, then the parental leave is to a maximum of 37 weeks.

## **(9) Return to Work**

When an employee decides to return to work after such pregnancy/parental leave, employees are required to provide four **(4)** weeks written notice in advance of the expected return to work date if NOT intending to return to work after the leave, or, work the four **(4)** week notice period following the return to work date. 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.

23.02 **Personal Discipline Records:** Any employee who so desires it shall have the right to review his personal disciplinary record in the presence of a Union Steward and a member of Management, upon making a written request for

same in advance. This review is to take place at a time and place within the Company as may be designated by Management. Such times as designated will be reasonable. If an employee objects to the material contained in his record, this objection may be made the subject matter of a grievance and be processed in accordance with the provisions of Article 9 herein.

#### **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)~~ **(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 See "Schedule B"

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 Menders and Janitors will be supplied two (2) sets of uniforms,

free from any charges every six (6) months, January and July.

One (1) full length or short apron will be given to each Winder, Beamer and Sample Department employees. 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.

**Varichrome, Knit de Knit, Chrome Print & Dyes and Chemicals Departments**

Knit de Knit Department, Dyeline Operators, Dyeline Labourers, Chrome Print Operator and Dyes & Chemicals Operators will be supplied with two (2) **sets** of uniforms free from any charges every six (6) months, January and July.

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



One (1) full length or short 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 1, 2003 each Machinist, Mechanic, Fixer and Set-Up person will be reimbursed for tool allowance on one of the following plans of the members choice:

Plan selection must be made by the Employee each January.

- By payroll issued in January of each year on a regular pay cheque in the amount of two hundred dollars (\$200.00) less payroll deductions.
- By receipt before GST in the amount of two hundred dollars (\$200.00), effective July 1, 2004 two hundred and fifteen

**(\$215.00)** dollars and effective July 1, 2005 two hundred and thirty (\$230.00) dollars.

- (c) The Company **will** pay the annual "Licensing Fee" for the 4 operating Stationary Engineers (our Schedule "A Maintenance department classification).

**25.04 Winter Coats:** Effective October 2003, the Company shall provide Winter coats at a frequency of one (1) time per three years to active members with seniority standing in the following departments and classifications provided:

- (i) At the time of issue, those qualifying members have been actively working in the relevant department and classification for a period of not less than three (3) consecutive months. Probationary employees in the affected departments and classification, if successful in completing the
- (ii) Probationary period, may be reimbursed by the Company up to a maximum amount equal to the Company's cost to purchase a standard issue winter coat.

The member is responsible for normal wear and tear and cleanliness. The Company will repair or replace these winter coats if damaged during the course of work and reported as such forthwith to **the** foreman or supervisor.

Affected Departments and Classification: Over and above any winter coats already being provided (as at July 2003) to members for specific job tasks, the following also apply:

Maintenance:	Janitors
Chrome Print:	Stationary Engineers
Yarn and Receiving:	Lead Hand Receiver
Shipping:	Shippers and Cutting Machine Operator

## **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. 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.

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.

26.04 Turn Away Pay:

- (a) An employee working an eight **(8)** hour shift 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.

- (b) Employees working the twelve (12) hour shift and who work less than six (6) hours per day shall be paid at least six (6) hours at their current hourly rate for that day. 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.
- (c) In each of (a) and (b) above, the turn away pay provision is disqualified if Management has recorded attempts to contact the affected employee(s) in advance of their shift, where a Steward or Bargaining Unit Member witnessed such attempts.

26.05 Employees' pay cheques will be available bi-weekly on Thursdays after 2:00 p.m. for the day and afternoon shifts. Night shift pay cheques will be given out by 7:00 a.m. Thursday mornings. 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 a Thursday in a pay week.

However, when the statutory holiday falls on a Friday in a pay week, then the Afternoon shift's

pay cheques will be available during the Wednesday afternoon shift after 5:00 p.m. **All** others will be available Thursday as prescribed above.

When multiple statutory holidays fall in the same pay week, then the Company shall schedule and post in advance the alternate schedule for pay dates, times and locations for pick up of pay cheques.

- 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 applicable only for those actual hours spent performing active training up to a maximum of four **(4)** weeks 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**

- 27.01** (a) Second Shift (Afternoons): A shift premium shall be paid as follows for all hours worked on the second shift:

Effective July 1, 2003 thirty (~~30¢~~) cents per hour.

Effective July 1, 2004 thirty-five (**35¢**) cents per hour.

- (b) Third Shift (Nights): A shift premium shall be paid as follows for all hours worked on the second **shift**:

Effective July 1, 2003 thirty-five (**35¢**) cents per hour.

Effective July 1, 2004 forty (~~40¢~~) cents per hour.

Effective July 1, 2005 forty-five (**45¢**) cents per hour.

- (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.
- (9)** 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,



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) Those employees employed within a classification and who normally perform the work available will be given equal opportunity over each three (3) month period to perform the required overtime within their classification, provided the employee is qualified and available to perform the required overtime work.

In the event that a make-up opportunity(s) may be the applicable remedy to an inequity that may arise, then such make up opportunity(s) shall be scheduled at a mutually convenient time for both the

member and the Company within the “make up window”, provided the member has reported the inequity forthwith. Thereafter, if the Company misses the “window”, then that affected member may be paid for that missed opportunity.

If a Bargaining Unit overtime opportunity is taken away by a non-bargaining unit employee, then that affected Bargaining Unit Member may be paid for that missed opportunity provided that member was willing, able and available to have performed that overtime work.

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.
- (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.
- 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. Similarly, employees employed in the (Varichrome) Superba Department, as Operators shall receive an additional paid fifteen (15) minute rest period,

provided the department is scheduled to operate on a continuous basis.

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 in accordance with the Employment Standards Act for the following holidays:

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)

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 above named 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 worked his 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:
- 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 (a) General (Effective July 1, 2003)

- In all cases once the employee's application for vacation has been submitted to and approved by the Company, then the employee must take the approved vacation time off. Should there be a need to reschedule, the employee may apply to take alternative vacation time within the prescribed vacation year as defined in Article 31.02 above. Should the employee fail to reschedule, then the Company will assign an alternate vacation period to be taken by the employee within the prescribed vacation year.
- In no case shall any employee be permitted to apply for leave of absence or vacation time off with or without pay following his/her receipt of verbal or

written notice from the Company of any forthcoming scheduled layoff.

- Employees (e.g. Skilled Trades) who may be required to work during scheduled plant vacation shutdown periods may apply to reschedule their vacation time to alternate vacation dates in lieu. In such case, the requirements and provisions of Article 31.04 shall apply with respect to the determination of the minimum number of these employees so affected who may be permitted to take their vacation during these plant vacation shutdown periods.

With regard to scheduled plant vacation shutdown periods (reference Article 31.03 (b) and/or 31.03 (c) below), should the employee not have sufficient vacation funds available in his/her vacation accrual as the result of drawing vacation pay with other vacation time taken during the year, then such deficit during such periods will be unpaid leave of absence. Where the employee has pre-booked all of his/her vacation entitlement, then the Christmas shutdown period, should there be one,



may be deemed as a layoff for that employee.

- For those probationary employees who are laid off (because they have no vacation entitlement) as the result of scheduled plant shutdown vacation periods, these periods shall be deemed to be an interruption in the probationary period. Upon return to work following these specific periods of interruption, the probationary employee shall resume the probationary period from where he/she left off. For the purposes of "EIC" as is prescribed by Legislation, these periods shall be deemed as layoff for those affected probationary employees. "EIC" documentation shall be issued accordingly.

(b) Summer Vacation Plant Shutdown Periods

- (i) If the Company schedules a summer vacation plant shutdown, then employees will take their vacation during this time in accordance with Article 31.03 (a) above.

- (ii) All employees shall, during the annual vacation sign up period, sign up for the normal two (2) week summer vacation period (See Article 31.04 with follows) if it is their intention to take vacation at that time in the summer.
  
- (iii) If the Company intends to schedule work through all or part of that normal two (2) week summer vacation period, it shall post a notice to this effect by April second (2<sup>nd</sup>) of each year. In such case, the Company will endeavour to honour those vacation requests that were submitted and approved during the sign up period. However, If the Company is unable to post its intent as above, then, if later on it is determined that there is a need to work through "Summer Shutdown", then the Company will request volunteers to do so. Selection will be based on Service Seniority provided the employee is willing, able, available, and experienced to perform that work which is available.
  
- (iv) Any such employees who do work through this period must still take their two (2) week vacations at some later

date as per the Employment Standards Act (ESA 200).

(c) Christmas Vacation Shutdown Periods

If the Company schedules a Christmas vacation shutdown period, then the following shall apply:

- (i) The Company will post the dates at least one (1) month in advance.
- (ii) In accordance with Article 31.03 (a) above: Where an employee has pre-booked all of his/her entire vacation entitlement, then the Christmas shutdown period may be deemed as a layoff for that employee. Otherwise, except for those employees who may be required to work during this period, all other employees will take vacation or leave of absence.
- (iii) During such specific period, any interim weekdays Mondays through Fridays (Except those otherwise designated as statutory or floater holidays in accordance with Article 30.01) shall be

deemed as vacation **days or** unpaid leave of absence day.

- (iv) During such specific period, should the statutory holidays fall onto Saturdays and/or Sundays, then Article 30.05 (a) alone (assignment of alternate statutory holiday dates) would apply to all affected employees. Accordingly, the Company would schedule substitute weekdays in lieu for that specific Christmas vacation period.
- (v) Article 30.03 regarding qualification for payment for statutory holidays remains in effect **for** all employees.
- (vi) Any continuation of such Christmas period shutdown beyond dates posted will be deemed to be layoff in accordance with Article 17 of this Collective Agreement except for those employees who have a previously scheduled and approved personal vacation or leave of absence. In that case, those employees will begin layoff on the first affected shift following their approved leave.

(d) Requesting Vacation Pay

- (i) In no case shall vacation pay be issued in excess of those vacation dollars in the employee's vacation accrual.
- (ii) In all cases, vacation pay shall only be issued commensurate with equivalent approved vacation time.
- (iii) Eligible employees taking approved alternative or additional vacation time may request vacation pay from their vacation accrual provided:
  - 1. All such requests shall be in writing.
  - 2. All such requests that may affect the employee's vacation accrual payout for the summer plant vacation shutdown shall be submitted to the Company in writing not later than May 21<sup>st</sup> each year.
  - 3. All other such requests must be received in the Payroll Department not less than fourteen (14)

calendar days in advance of the employee's last scheduled shift of work prior to the commencement of the approved vacation period. This includes such requests relative to the Christmas period.

- (iv) Otherwise, for all other employees, the Company shall issue their accrued vacation pay on the last payday prior to the commencement of the summer vacation shutdown.

For any employees whose last shift worked precedes that date of the payday, their accrued vacation pay will be available during their last shift of work before the commencement of the summer vacation shutdown.

**31.04** The following language in Article **31.04** is effective July 1, 2003:

- (a) Requesting Vacation Time

The Company has the right to restrict the number of employees who may take their

vacation at any one time on a department basis.

The Company will endeavour to allow a minimum of fifteen percent (15%) of the employees in a department to be absent for vacation purposes at any one time.

(b) Vacation Sign Up Period

For those employees who are entitled

- (i) The Company will post by January 15<sup>th</sup> each year a vacation application notice for entitled employees to indicate their vacation preferences.
- (ii) Such application shall be in writing and to be submitted by February 15<sup>th</sup> each year.

(c) Vacation Awards

- (i) For all vacation applications submitted within the vacation sign up period, as defined above, the Company will award vacation to department employees on

the basis of their Company service as defined in Article 15.01 (b). The Company will post the finalized approved vacation schedule by March 1<sup>st</sup> each year.

(ii) Otherwise, for all other requests submitted outside of the sign up period, the Company will award department employees' vacation requests on the basis of "first come first served". In no case shall such award displace any vacation award from within the sign up period.

- 31.05 An employee who leaves the employ of the Company for whatever reason, shall be paid their vacation allowance as provided herein.
- 31.06 On the death of an employee, the vacation allowance shall be paid to the employee's Estate.
- 31.07 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 the Employer Health Tax.

32.02 **United Food & Commercial Workers Trusteed  
Dental Fund - Ontario**

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.

Effective date of ratification, the Company agrees to contribute thirty (30¢) cents per hour and further increases as follows:

Schedule:

Date of Ratification: = 30¢ per hour  
Effective July 1, 2004+ 1¢ = 31¢ per hour  
Effective July 1, 2005+ 2¢ = 33¢ per hour

The Company shall pay all applicable taxes relevant to these contributions.

(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 (Extended Health Care):**

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

The Company agrees to sign the Participation Agreement as prepared by the Trustees of the Benefit Plan (Extended Health Care), and supply or sign any other documents, forms or reports, or information required by the Trustees of the Benefit Plan (Extended Health Care).

The Company shall pay all contributions 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.

Contributions are due by the 21<sup>st</sup> calendar day of the month following the work month. Contributions provide eligible members with benefit coverage (Extended Health Care) for the month following the work month.

Example: For eligible members who worked in January, contributions are due by February 21<sup>st</sup>, and these contributions pay for February coverage.

Effective July 1, 2003, the Company shall assume and take over that portion of contributions to the "Extended Health Care" Benefit Plan, previously paid directly by the members, specifically sixteen (16¢) cents per hour. Hereinafter, the members make no contributions toward the Benefit Plan (Extended Health Care).

The Company's contributions therefore shall increase and contribute to the current benefit level of the UFCW Trusteed Benefit Plan by a total of twenty-three cents (23¢) per hour (including that sixteen cents (16¢) during the

term of the Agreement. Contributions shall be as follows:

Effective:

Date of ratification + 16¢ increase to \$1.10 per hour

Effective July 1, 2004 + 3¢ increase to \$1.13 per hour

Effective July 1, 2005 + 4¢ increase to \$1.17 per hour

The Employer shall pay all applicable taxes relevant to these contributions.

All bargaining unit employees must adhere to the Benefit Plan.

Note: Effective in the Income Tax Year 2003, disability benefits issued to the member are taxable. The member is responsible thereto.

Should an employee become disabled as a result of an occupational accident or illness, the Company agrees to contribute 100% of the required contributions 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 or sick leave for a period in excess of one (1) month, the full premium cost of all Welfare Plans shall be the responsibility of the employee, commencing the first day of the month following the completion of the one (1) full month of absence. Please refer to the Benefit booklet for updated information on premium costs and benefit coverage expiry.

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**

Effective date of ratification, the Company agrees to contribute sixty-nine (69¢) per hour and further increases as follows:

Effective July 1, 2003 increase + 3¢ = 72¢  
Effective July 2, 2004 increase + 3¢ = 75¢  
Effective July 1, 2005 increase + 4¢ = 79¢

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.

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 - U.F.C.W. EDUCATION & TRAINING FUND**

- 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, 2003, to June 30, 2006, 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**

A - 01

<b>Classifications</b>	<b>July 1, 2003</b>	<b>July 1, 2004</b>	<b>July 1, 2005</b>
<b><u>Tufting &amp; Creels</u></b>			
Operator	\$17.25	\$17.69	\$18.22
Creel Hand	\$14.70	\$15.07	\$15.52
Setup Person	\$18.34	\$18.80	\$19.36
Tow Motor Driver (Class 1) (TMS) (see footnotes #1 and #3)	\$16.75	\$17.17	\$17.69
Tow Motor Driver backup (Class I)	\$16.75	\$17.17	\$17.69

### **Ovens - Finishing**

** Shear Operator	\$18.17	\$18.62	\$19.18
** Operator	\$17.54	\$17.98	\$18.52

### **Final Inspection**

** Machine Operator	\$17.62	\$18.06	\$18.61
** Packer	\$17.28	\$17.71	\$18.24
** Mender (as of July 1, 2004, Mender and Packer <b>become</b> one classification at the Packer Rate)	\$15.47	N/A	N/A

### **Winding and Beaming**

Operator	\$14.79	\$15.16	\$15.62
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Tow Motor Driver (Class 2) (TMS) (See Footnotes #2 & #3)	\$16.14	\$16.54	\$17.04
Tow Motor Driver backup (Class 2)	\$16.14	\$16.54	\$17.04

**Samples**

Lead Hand	\$16.38	\$16.79	\$17.30
Inspector	\$16.13	\$16.53	\$17.03
** Cutting Table Operator	\$16.02	\$16.43	\$16.92
Sewer	\$16.02	\$16.43	\$16.92
Labourer	\$15.97	\$16.37	\$16.86

**Note \*\*\* Requires Tow Motor Certificate, Class 1"**

<b>Classifications</b>	<b>July 1, 2003</b>	<b>July 1, 2004</b>	<b>July 1, 2005</b>
<b><u>Yarn &amp; Receiving</u></b>			
**Lead Hand/Receiver	\$16.75	\$17.17	\$17.69
Packer	\$15.47	\$15.86	\$16.33
Packer/Driver (Class 2 (TMS))	\$16.14	\$16.54	\$17.04
(See Footnotes #2 and #3)			

**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 on the Tow Motor job until recalls are exhausted.**

<b><u>Shipping</u></b>			
Shipper	\$17.37	\$17.80	\$18.34
Cutting Machine Operator	\$16.86	\$17.28	\$17.79

**Maintenance and Boiler Room**

**Lead Hand	\$25.52	\$26.41	\$27.67
**Machinist	\$20.90	\$21.68	\$22.80
**Mechanic Millwright	\$20.65	\$21.42	\$22.53
Mechanic	\$18.34	\$18.80	\$19.36
Mechanic Helper	\$15.47	\$15.86	\$16.33
Janitor	\$14.70	\$15.07	\$15.52
**Stationary Engineer	\$24.39	\$25.25	\$26.48

**\*\* Requires recognized certificate**

**Waste Recovery**

Bale press Operator	\$14.70	\$15.07	\$15.52
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**Note: "Requires Tow Motor Certificate (Class 2)"**

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

**A. -02**

<b>Classifications</b>	<b>July 1, 2003</b>	<b>July 1, 2004</b>	<b>July 1, 2005</b>
<b><u>(Varichrome) KNIT deKnit</u></b>			
Operator	\$14.81	\$15.18	\$15.63
Dye Line Operator	\$15.54	\$15.93	\$16.41
Dye Line Labourer	\$15.08	\$15.46	\$15.92
<b><u>(Varichrome) Superba</u></b>			
Operator	\$15.54	\$15.93	\$16.41

**CHROME PRINT**

**Operator	\$15.47	\$15.86	\$16.33
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**\*\* NOTE: requires Tow Motor Certificate (Class 1)**

**(Chrome Print and Varichrome) Dyes and Chemicals**

Operator	\$15.54	\$15.93	\$16.41
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**Footnotes**

- (1) Tow motor Class 1: Carpet boom skills required in addition to Class 2 certification**
- (2) Tow motor Class 2: Forks and clamps skills required.**

- 
- (3) Tow motor service red circled seniority: For the purposes of bumping, **layoff/recall**, those members listed in the (former) tow motor services in the March 2003 seniority listing shall have the seniority rights in the "**TMS**" designated classifications provided they are willing, able and qualified to do the work.
  - (4) Maintenance Dept. red circled seniority: Those members listed in the maintenance department seniority listing shall have the seniority rights in the waste recovery department designated classification provided they are willing, able and qualified to do the work available.



**Kraus Carpet Mills Limited**  
**Schedule "B" - Safety Shoe Allowance**  
**up to a maximum expenditure**

<b>Classifications</b>	<b>per year</b>	<b>July 1, 2003</b>	<b>July 1, 2004</b>	<b>July 1, 2005</b>
<b><u>Tufting &amp; Creels</u></b>				
Operator	no allowance			
Creel <b>Hand</b>	no allowance			
Setup Person	1 pr per year	\$85.00	\$85.00	\$85.00
Tow Motor Driver	1 pr per year	\$85.00	\$85.00	\$85.00
Tow Motor Driver backup	no allowance			

**Oven and  
Finishing**

Shear operator	1 pr per year	\$85.00	\$85.00	\$85.00
Operator	1 pr per year	\$85.00	\$85.00	\$85.00

**Final Inspection**

Machine Operator	no allowance
Packer/Mender	no allowance

**Winding &  
Beaming**

Operator	1 pr per year	\$85.00	\$85.00	\$85.00
Tow Motor Driver	1 pr per year	\$85.00	\$85.00	\$85.00
Tow Motor Driver backup	no allowance			

**Samples**

Lead hand	no allowance
Inspector	no allowance
Sewer	no allowance
Labourer	no allowance
Cutting Table Operator	no allowance

**Yam & Receiving**

Leanhand/Receiver	1 pr per year	\$85.00	\$85.00	\$85.00
Packer	no allowance			
Packer/Driver	1 pr per 2 years	\$85.00	\$85.00	\$85.00

**Shipping**

Shipper	no allowance			
Cutting MC / Operator	1 pr per year	\$85.00	\$85.00	\$85.00

<u>Classifications</u>	<u>per Year</u>	<u>July 1, 2003</u>	<u>July 1, 2004</u>	<u>July 1, 2005</u>
<b><u>Maintenance</u></b>				
Lead Hand	1 pr per every six months	\$135.00	\$135.00	\$140.00
Machinist	1 pr per every six months	\$135.00	\$135.00	\$140.00
Mechanic	1 pr per every six months	\$135.00	\$135.00	\$140.00
Mechanic	1 pr per every six months	\$135.00	\$135.00	\$140.00
Mechanic helper	1 pr per every six months	\$135.00	\$135.00	\$140.00
Janitor	1 pr per every six months	\$135.00	\$135.00	\$140.00

Stationary Engineer	1 pr per every six months	\$135.00	\$135.00	\$140.00
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**Waste Recovery**

Bale Press Operator	1 pr per year	\$85.00	\$85.00	\$85.00
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**Varichrome - Knitting and Winding**

Operator	no allowance			
Dye line operator	1 pr per every six months	\$135.00	\$135.00	\$140.00
Dye line labourer	1 pr per year	\$85.00	\$85.00	\$85.00

**Varichrome -**

**Superba**

Operator	1 pr per year	\$85.00	\$85.00	\$85.00
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**Chrome print**

Operator	1 pr per every six months	\$135.00	\$135.00	\$140.00
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**Chrome Print/Varichrome**

**Dyes and**

**Chemicals**

Operator	1 pr per every six months	\$135.00	\$135.00	\$140.00
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COLLECTIVE AGREEMENT SIGNATURE PAGE

Between: **Kraus** Carpet Mills Limited

- and -

United Food & Commercial Workers, Local 175

SIGNED ON BEHALF OF THE PARTIES HERETO AT  
WATERLOO, ONTARIO, THIS 28<sup>th</sup> DAY  
OF October, 2003.

FOR THE UNION:

Angus **Locke**  
Robert **Davey**  
Lech **Krzyzanowski**  
Grant **Kuntz**  
Dennis **Tipping**  
Lazar **Tsilibanov**

FOR THE COMPANY:

Gary **Witt**  
Jim **Anderson**  
Tim **Burt**  
Joop **Heppenstrijdt**

**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.

SIGNED ON BEHALF OF THE PARTIES HERETO  
AT WATERLOO, ONTARIO, THIS 28<sup>th</sup> DAY  
OF OCTOBER, **20 03**.

**FOR THE UNION:**  
**Angus Locke**

**FOR THE COMPANY:**  
**Jim Anderson**



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. Leukemia 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.

SIGNED ON BEHALF OF THE PARTIES HERETO AT WATERLOO, ONTARIO, THIS   28<sup>th</sup>   DAY OF   OCTOBER  , **20 03**.

FOR THE UNION:  
Angus Locke

FOR THE COMPANY:  
Jim Anderson

## 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

SIGNED ON BEHALF OF THE PARTIES HERETO AT  
WATERLOO, ONTARIO, THIS 28<sup>th</sup> DAY OF     
OCTOBER, 20 03.

FOR THE UNION:  
Angus **Locke**

FOR THE COMPANY:  
Jim Anderson

LETTER OF UNDERSTANDING

Between: **Kraus** Carpet Mills Limited

- and - United Food & Commercial Workers,  
Local 175

RE: EMPLOYEE ATTENDANCE REVIEWS

The Company will conduct Employee Attendance review periodically based on the past year (twelve (12) months) and the current three (3) months, measuring to an internal standard of two (2%) per cent absence.

Thereafter, for those employees whose absence exceeds that standard and requires corrective action, any subsequent review will be based from the date of the last previous corrective action.

SIGNED ON BEHALF OF THE PARTIES HERETO  
AT WATERLOO, ONTARIO, THIS 28<sup>th</sup> DAY  
OF OCTOBER, 2003.

FOR THE UNION:  
Angus Locke

FOR THE COMPANY:  
Jim Anderson

LETTER OF UNDERSTANDING

Between: **Kraus** Carpet Mills Limited

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

RE: WORK SHARING EMPLOYMENT INSURANCE  
BENEFITS

The Parties agree that should the threshold triggers in Article 17.01 be exhausted (“Six (6) events or twenty-one (21) working days (whichever occurs first) in a calendar year”), then a joint application for Employment Insurance (EI) Work sharing benefits will be made.

The decision of Human Resources Development Canada (**HRDC**) in this regard shall be final.

SIGNED ON BEHALF OF THE PARTIES HERETO AT  
WATERLOO, ONTARIO, THIS 28<sup>th</sup> DAY OF     
OCTOBER, 2003.

FOR THE UNION:  
Angus Locke

FOR THE COMPANY:  
Jim Anderson

## LETTER OF UNDERSTANDING

Between: **Kraus Carpet Mills Limited**

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

### RE: CANADA SAVINGS BONDS

The Company and the Union have agreed that, provided there are sufficient and sincere interested parties so as to qualify for participation in a Canada Savings Bond (**CSB**) program as determined by **CSB**, then the Company shall provide payroll deduction **services** only. All remittances shall be forwarded to **CSB**.

**CSB** shall determine the timetable for initiating such payroll deduction programs once the Company's payroll system is able to do so.

Once enrolled, the Company shall not permit the member to make changes to the dollar amount or frequency of **CSB** deductions.

If the member cancels **his/her** participation in the **CSB** payroll deduction program the Company shall

not permit him/her to reinstate or open a new **CSB** payroll deduction for the remainder of the **CSB** deduction year.

All transactions other than **CSB** payroll deduction shall be conducted directly between the member and **CSB** in accordance with **CSB** policies and procedures.

Neither the Company nor the Union assumes any liability expressed or implied for the monies so invested in a **CSB** plan other than the payroll deduction and submission of it to **CSB**.

**SIGNED ON BEHALF OF THE PARTIES HERETO  
AT WATERLOO, ONTARIO, THIS 28<sup>th</sup> DAY  
OF OCTOBER, 2003.**

**FOR THE UNION:**  
Angus Locke

**FOR THE COMPANY:**  
Jim Anderson

LETTER OF UNDERSTANDING

Between: **Kraus Carpet Mills Limited**

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

**RE: EMERGENCY OVERTIME: CLARIFICATION**  
**AND INSTRUCTIONS TO SUPERVISORY STAFF**  
**WITH REGARD TO OVERTIME ASSIGNMENT**

The Company and the Union agree that for the purposes of the Collective Agreement and related Letter of Understanding an “Emergency” is as defined in the **Webster** or Oxford dictionaries, and is generally deemed to be some event that is outside the control of the workplace parties: (e.g.) Fire, Flood, the First Shift of any unscheduled absence, or unscheduled overtime.

Assignment of Emergency Overtime:

Example: Wherein an employee advised the Company on short notice (**twenty-four** (24) hours or less) of a previously unscheduled absence, the first shift or any partial shift thereof of such absence will be deemed to be an emergency and

may be filled at the discretion of the Company

If the vacancy is going to be filled by overtime, and if the absent member provided notice of multi shifts of absence up front (eg. going on an extended sick leave) then in this case any subsequent and further shifts beyond the first one shall be deemed to be scheduled overtime. Then the scheduled overtime “wheel” shall be applied to the second shift and each successive opportunity in accordance with Article 29, Hours of Work and Overtime.

If however the absent member gives notice of only a single shift of absence with each contact with the Company, then each such absence will be treated as an Emergency.

These same principles shall apply when any emergency or unplanned event is to be addressed through the assignment of overtime.

SIGNED ON BEHALF OF THE PARTIES HERETO  
AT WATERLOO, ONTARIO, THIS 28<sup>th</sup> DAY  
OF OCTOBER, 20 03.  
FOR THE UNION: Angus Locke                      FOR THE COMPANY: Jim Anderson



LETTER of UNDERSTANDING

Between: **Kraus Carpet Mills Limited**

- and - United Food and Commercial  
Workers, Local 175

RE: SHIFT ROTATION CYCLES

The Parties agree to allow once during the life of this Collective agreement (of effective date July 01, 2003) that each rotating shift department may conduct a vote within these individually affected departments, to extend the rotation cycle up to a maximum of eight (8) weeks turnaround between **shifts**. In other words, a maximum of eight (8) weeks days, then eight (8) weeks afternoons, then eight (8) weeks nights. The “direction” of rotation (example: days to afternoons to nights) shall be determined by joint review of recommendations from the Employer and Union’s occupational health resource branches.

The vote within the affected department must meet

a majority of two thirds (2/3) plus one (1) based on the department population.

The Company shall continue the practice of allowing employees to find a switch partner.

Only currently **rotating-shift** departments will be considered. No fixed shift departments are to be included. No one's award of posted "fixed shift" job posting within a fixed shift department will be adversely affected.

SIGNED ON BEHALF OF THE PARTIES HERETO  
AT WATERLOO, ONTARIO, THIS 28<sup>th</sup> DAY  
OF OCTOBER, 2003.

FOR THE UNION:  
Angus Locke

FOR THE COMPANY:  
Jim Anderson