

Collective Agreement

Between

Strudex Fibres Ltd

and

United Food and Commercial Workers
Canada
Local 175

Begins:
03/01/2005

Terminates:
02/29/2008

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COLLECTIVE AGREEMENT

**THIS AGREEMENT ENTERED INTO AT
WATERLOO, ONTARIO ON THE 20th DAY OF
March, 2005**

BETWEEN: STRUDEX FIBRES LIMITED
(hereinafter referred to as "the Company")

- and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish satisfactory relations between the Company and its employees and the Union, and to provide

the machinery for the prompt and equitable disposition of grievances, to promote the mutual interest of the Company and its employees.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union, **United Food & Commercial Workers Canada, Local 175**, chartered by the United Food & Commercial Workers International Union, CLC, AFL-CIO, as the sole and exclusive bargaining agency for all its employees employed by the Company at its plant in the Regional Municipality of Waterloo, Ontario, save and except Foreman, persons above the rank of Foreman, Quality Control Persons, 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 Company undertakes that it 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 loss of any hours for bargaining unit employees.

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 Company, and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;
 - (b) 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 **Canada**, 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 (a) The Company agrees that time for all meetings called by the Company will be paid for at base rate, provided the meeting takes place during the employees' regular working hours, or where the Company insists on

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

- (b) All training offered by the Employer and not on the employee's scheduled shift will be paid at time and one half ($1\frac{1}{2}x$) the employee's rate of pay as long as Article 29:01 is fulfilled.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

- 4.01 All future employees, on the effective date of the Agreement, 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 by registered mail, on a timely basis, of any changes to the Union dues one (1) calendar month prior to the effective date.

- (a) Employees on the payroll of the Company as of March 1, 1989, **may** become and thereafter remain members of the Union as a condition of employment.
- (b) All employees of the Company hired on or after March 1, 1989, shall, upon completion of their probation, become and thereafter remain members of the Union as a condition of employment.
- (c) The Company shall remit to the Union, within fifteen (15) calendar days following completion of the probationary period, the United Food & Commercial Workers Membership Application Form signed by the new employee.
- (d) **The remittance statement shall be documented by location containing a dues and initiation report which will be**

provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The Company agrees to provide the specific information as known to the Company as follows:

- a. **S.I.N**
- b. Employee ID Number
- c. Full name (Last/First/Middle Initials)
- d. Address, including City and Postal Code
- e. Telephone number (including area code)

- f. Date of hire
- g. **Rate of pay**
- h. Designation (full time)
- i. Biweekly Union dues deducted or reason if not deducted
- j. Biweekly Total dues deducted
- k. **Initiation Fees** deducted
- l. Biweekly total initiation fees deducted

The Company agrees, in going forward with a new Payroll system, to do so with the above requested information items on the agenda with the system vendor. The Company agrees that it will keep the Union informed accordingly. Conversion to a new system will be as quickly as is practicable.

- 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 Numbers 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 Company harmless from any claims against it by an employee which arises out of the deduction and remittance of dues or initiation fees.

ARTICLE 5 - UNION STEWARDS AND COMMITTEES

- 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 its representatives so appointed at all

times during the term of the Collective Agreement.

- 5.02 A Bargaining Committee of not more than four **(4)** people shall be selected by the Union to represent the Union at bargaining sessions. Note: The above will not include a representative of the United Food & Commercial

Workers Canada, Local 175. In the event that the bargaining unit increases to 225 bargaining unit employees, the bargaining unit negotiating committee shall increase by one (1) committee member.

- 5.03 The employees shall have the right to ask for and be granted *the* assistance of a representative of the United Food & Commercial Workers **Canada, 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 proper 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 meetings shall be held at a time and place fixed by mutual agreement; however, such meetings 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 employment with the Company.
- (c) The Union acknowledges that the Stewards and members of the bargaining unit have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties **nor use the Company paging system, fax machines, photocopiers or other devices or services, 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.

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.

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. Management reserves the right to schedule

such meetings at a mutually convenient time and location.

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 dealing with the Company, to a maximum of thirty (30) minutes per shift, unless additional paid time is authorized by Management. In addition, the Company will pay the member to a maximum of fifteen (15) minutes per shift for any approved regular hours of work missed *in* this regard, unless additional paid time is authorized by management. **Generally such additional time preceding or succeeding the shift shall be unpaid.**

The Company will pay Stewards at their straight time regular rate of pay for all time spent in

Grievance Meetings with Company Officials. **The grievor is not paid for attendance to grievance meetings except where such falls within the grievor's scheduled hours of work.**

The Company will accommodate the Steward with an office, upon request, with privacy and a telephone to assist in discussing grievances and complaints.

The Company will provide a locked cabinet for the use of the Union Stewards and it will be located in the Plant Meeting Room, Number 11 (eleven).

- (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) 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) 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 in Article 29.

- 5.07 **The Grievance Committee is comprised of the Steward of Record, the Chief Steward, and Business Representative of the Local Trade Union.**
- 5.08 The Union agrees that there will be no Union activity on Company premises, except in matters relating to this

Collective Bargaining Agreement, where permission is to be obtained from the Company first. Such permission **will not** be unreasonably denied.

- 5.09** The Company and the Union agree to meet on a regular basis throughout the year, at least three (3) times, to discuss issues pertaining to policies, procedures, manufacturing processes, etc. (e.g. start up policy after a power failure in Extrusion). These meetings will consist of Management Representatives and Stewards and shall be scheduled by the Company at least three (3) weeks in advance. Accommodations for the meetings will be provided by the Company.

ARTICLE 6 - STRIKE OR LOCKOUT

- 6.01 In view of the arrangements provided by this Agreement for the disposition of any grievances as herein provided, the Company 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.

ARTICLE 7 - BULLETIN BOARD

- 7.01 The Company will provide two (2) locking enclosed Bulletin Boards

displaying the Union logo 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 an Union Official or Steward, and submitted to the Personnel Department for approval before being posted. Such permission shall not be unreasonably withheld.

ICLE 8 - NO RIMINA

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

Any such complaints are to be brought to the attention of the Plant Manager and Human Resources Manager via the Supervisor and Steward or Chief Steward. Complaints will be investigated with

neutrality and appropriate action to be taken with the harasser if confirmed, or the accuser if unfounded. Confidentiality to be enforced.

ARTICLE 9 - GRIEVANCE PROCEDURE

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

It is the intention of the Parties that all complaints be adjusted or settled as quickly as possible. If an employee is unable to satisfactorily resolve a complaint under this informal procedure, then the complaint 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 complaint up as a grievance, in accordance with the following steps.

Step One

The employee, who may request the assistance of his Steward, shall present the grievance, in writing, to his immediate Supervisor, or his designate, within seven (7) calendar days after the circumstances giving rise to the grievance has occurred.

The employee's immediate Supervisor shall render his decision in writing within seven (7) calendar days following the

presentation of the grievance at this Step.

Step Two

Failing settlement at Step 1, the grievance may be appealed within seven (7) calendar days following the written decision under Step One 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 seven (7) calendar days of the Step 2 meeting request. The Personnel Manager, or his designate, shall answer the grievance in writing, within seven (7) calendar days following the discussion with the Union Representative.

Failing settlement at Step Two, the grievance may be submitted to Arbitration within twenty-one (21) calendar days following the discussion with the Union Representative at Step Two as outlined above.

- 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 fourteen (14) calendar days after the date when the subject matter of the grievance first arose, commencing at Step Two. 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 One.
- 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 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, the Union and the employee(s) concerned.

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 Two of the Grievance Procedure, provided the discharged person submits his/her written grievance, dated and signed, within seven (7) calendar 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 and 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 workplace, 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, or illegal possession of same while on the Company's property.

- (d) theft (**including proven theft of time**);
- (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 Chairperson of the Arbitration Board. If they are unable to agree upon such Chairperson within a period of ten (10) calendar 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 Chairperson.

- 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 previous steps of the Grievance Procedure.
- 11.04 Each of the parties hereto shall bear the expenses of the representative appointed on its behalf, and the parties hereto shall jointly bear the expense of the Chairperson of the Board of Arbitration.
- 11.05 Any and all time limits referred to under the Grievance Procedure herein, may, at any time, only be extended by written agreement between the Company and the Union.
- 11.06 The decision of the majority 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 arbitrating any discharge, the Board of Arbitration shall have the authority to:
- (a) affirm the Company's action, or;
 - (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, or;
 - (c) impose a lesser penalty as awarded by the Chairperson.

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 (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 event, 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. Departmental Seniority shall be credited only to that Department in which the incumbent successfully completes the ninety (90) consecutive days 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 60 calendar days and where a general layoff interrupts the ninety (90) calendar days probationary period, the probationary employee if rehired

shall be allowed to **resume** the probationary period commencing from the employee's **last completed probationary day immediately prior to termination date. (e.g. the 60th day)**, and in such case that **employee's Service Seniority date shall reflect the date of re-hire.**

- (e) Wherein a probationary employee is laid off as part of a Departmental or Plantwide 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.

- (f) 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 of this Collective Agreement have been met by the individual employee.

ARTICLE 14 - TRANSFERS AND JOB POSTINGS

- 14.01 It is agreed between the Union and the Company that all classifications listed in Schedule "A" (Wage Rates) will be subject to a job posting procedure.

14.02 Job Posting Procedure

- (a) Where a job vacancy occurs or a new job is created which the Company intends to fill, notice shall be posted within seven (7) working days for a minimum period of **seventy-two (72) hours**. The posting period excludes Saturday, Sunday, paid holidays and annual vacation shutdown. The posting shall include shift hours, rate of pay and the number of positions and shall be posted on the "Job Posting Bulletin Board" enclosed in glass, installed above the Punch Clock. An employee absent from 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.

These requests shall be updated annually by the employees. The Chief Steward will be provided a copy of the signed posting and it will include the numbers in which positions are to be filled.

- (b) Any employee having completed **more than fourteen (14) months employment (meaning service seniority) is eligible to apply** by signing the posting. **However, employees with less than fourteen (14) months employment would not be considered and the Employer could hire from outside into the position.**

- (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 came down to the most qualified applicant

having the ability and experience to perform the job. Permanent or Temporary **Postings** will be filled first from those applicants listed in the current department seniority listing. Where two or more candidates 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 Seniority list, then the vacancy will be filled from within the bargaining unit. In such case, where two (2) or more employees having the ability and experience to perform the job are judged to be relatively equally qualified, then Bargaining Unit (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 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.

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 Articles 14.02 (e), 14.03 (a), and 14.04 (b), shall not be a factor in determining the successful applicant.

This above condition does not apply to any experience gained by employees prior to June 11, 1989.

- (d) Thereafter, employees who are successful in being awarded a permanent job posting **will be deemed to be ineligible** for subsequent job postings for twelve (12) consecutive months from the date their last appointed job posting commenced. This will not apply if job becomes redundant, or if the employee is returned to his former job, in accordance with 14.02 (f). **However, such employees may**

still express their interest in changing jobs by applying through the job posting process.

Thereafter,

IF

all other eligible candidates have been exhausted,

AND

provided that interested employee(s) has not changed position through job postings more than two (2) times within the term of this Collective Agreement,

THEN

such interested employee would become eligible to be awarded that Job-Posted position before the Company would hire into that posted position from outside. Thereafter the provisions of Art. 14.02(f) would apply to that employee.

- (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 position within thirty (30) consecutive working days if the employee selected fails to learn and perform the newly awarded job satisfactorily. An employee who was subsequently moved as

a result of the original move, will also be returned to his former position. 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 position, if he so desires, within seven (7) consecutive working days of assuming his new position.

- 14.03 (a) In filling job vacancies, including promotions, transfers and new positions for a temporary period of thirty (30) calendar days or less, such vacancies shall be filled at the discretion of the Company.
- (b) In the event temporary employees from an outside agency are to be placed in the bargaining unit because of

extenuating circumstances, the Chief Steward or his designate will be notified immediately.

- 14.04 (a) **All temporary job vacancies that the Company intends to fill will be posted upon the completion of the thirtieth (30th) 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 Article 14.02 (a) and (b) above. Upon completion of the temporary period, the employee(s) affected shall be returned to their former classification, but may retain departmental seniority according to Article 15.02 (b).**

- (b) It is understood that the third vacancy created by a Job Posting in Article 14.04 (a) may be filled at the discretion of the Company.

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 up to one (1) year, to fill a temporary vacancy. The Company will post notification of such occurrence.

- 14.06 (a) No employee shall be transferred to another department within the bargaining unit without his consent for a period exceeding one (1) shift. 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.
- (b) The junior employee with the required skill and qualifications will be assigned first.

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 attained 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 ninety (90) day 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 re-posted every six (6) month period (March and September) during the term of this Agreement. Such lists shall be permanently maintained on the bulletin board. The Union will receive a copy of all original lists and the subsequent six (6) month lists, as they are revised and posted. **The Chief Steward may provide copies for the other Stewards.**

- (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 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 short work day, the Chief Steward shall be the last person laid off, provided there is work available which the Chief Steward is 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. Within thirty (30) days of the signing of this 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 event.

15.03

The Departments referred to above are:

1. Extrusion
2. Texturizing
3. Master Batch and Colour Control
4. Yarn Department
5. Packing Department
6. Maintenance
7. Waste Recovery
8. Spin Texturing Department

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; or
 2. the employee voluntarily resigns; or
 3. the employee is absent for three (3) consecutive working days without advising the Company and securing a leave of absence; or
 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 personal contact has been made by a designated Management representative.
5. (a) When an employee with less than fifteen (15) years seniority is on layoff for a period

exceeding eighteen **(18)** consecutive months;

- (b) When an employee with fifteen (15) years or more seniority is on layoff for a period exceeding twenty-four **(24)** consecutive months;

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

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

ARTICLE 17 • SENIORITY APPLIED TO LAYOFFS

17.01 Short Term Layoff

- (a) The Company shall notify employees with seniority **twenty-four (24) hours** in advance of layoffs, or pay Schedule "A" wage rates in lieu thereof, 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 but exceeding one (1) shift is necessary, it is agreed that the seniority provisions outlined in **17.02 (b)** do not apply, therefore, it shall be done by Departmental Shift Seniority provided those remaining employees are qualified to perform the available work; however, an employee laid

off with loss of employment, up to five times (5x) or eight (8) working days (whichever comes first) in all twelve (12) month periods, in accordance with this Sub-Article 17.01, shall for all future layoffs in accordance with this Sub-Article 17.01 have the option of bumping the most junior employees first in the Department on one of the other shifts in his Department, then in the Bargaining unit.

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 a minimum of eightyfour (84) hours

in advance, or pay Schedule "A" wage rates in lieu thereof for layoffs of over four (4) 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 thereby exercise their bumping rights **in accordance with the specifics of their last awarded job-posted position, and thereafter, if no such specifics are applicable,** 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. The Company will ensure that this process is followed and documented.

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

seniority. The Company will ensure that this process is followed and documented.

- (c) For twelve (12) hour shifts, return to work scheduling following plant or department shutdowns:
 - 1. It is understood that except following the summer plant vacation shutdown period (see Section 3 below), where there is a total plant or department shut down for twelve (12) hour shift members, then said employees will return to work to the same shift team they were on as before that shutdown. (E.g.) "A" to "A"; "B" to "B"; "C" to "C"; "D" to "D".
 - 2. Any members whose return may be delayed shall be deemed to be on layoff. Those Employees so affected will have the opportunity to exercise their individual bumping rights effective their first

affected shift following the shutdown period and based on:

- i) Their respective alternative departmental seniority standings in accordance with Article 15 - Seniority;
 - ii) The published departmental seniority listing, and
 - iii) Article 17.03 - Layoff and Recall (progression and retrogression).
3. Following the summer plant vacation shutdown for twelve (12) hour shift members, see the attached Letter of Understanding regarding their return to work. "Return to Work of Twelve (12) Hour Shift Employees Following the Summer Plant Vacation Shutdown Period".

- (d) For twelve (12) hour shifts - Definition: First affected shift or layoff.

In all cases it is understood that bumping rights are effective only on the first affected shift of lay off based on the members normal schedule prior to layoff.

Example: Long Term Layoff per Article 17.02

The " A shift is scheduled to work M / T / F / S / S and is therefore regularly scheduled "off" W / Th. A lay off takes place such that Tuesday was the last day worked. Therefore the " A shift cannot exercise applicable bumping rights until their Friday shift, being the first affected shift.

- 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 It is the Company's intention that no new employee will be hired until those employees who have been laid off have been given the opportunity of recall, 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.

17.06 All notifications and or notices pertaining to Article 17.02 shall be given in advance to the Chief Steward and shall be posted in writing and copies given to the Chief Steward or his designate.

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) or more completed years - two (2) weeks severance per year,
- (b) For those employees with more than fifteen (15) and **up** to twenty (20) completed years - one and one half (1%) weeks severance per year.

17.08 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 16.01 (5) (b) of the Collective Agreement.**

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 working 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, shall, upon request, be granted a leave of absence of three (3) of their consecutive working days, without loss of regular wages. In the event an employee receives notice of a death in his family mid-shift, he shall be paid the remainder of that shift.

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.

(b) Twelve (12) 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 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, 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 his immediate family. In the event an employee receives notice of a death in his family mid-shift, he shall be paid the remainder of that shift.

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.

- 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 have otherwise 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 statement 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 as a Crown Witness, or is subpoenaed into Court, 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 a Juror or Crown Witness and his earnings for the time lost, provided that it is not legal action involving the Company. 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 Company 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 will grant leave of absence, without pay or hourly contributions towards benefits, to an employee to attend Union conventions and other directly-

related Union conferences, provided 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 of 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. Such permission shall not be unreasonably withheld.

ARTICLE 21 - UNION LEAVE

- 21.01 **An** employee elected or appointed to a full-time position with the Union shall be granted up to one (1) year off, 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 benefit 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, EIC Premiums and the like.

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

22.01 The Company agrees to grant Maternity and Parental Leave in accordance with the revised *Employment Standards Act (Ontario ESA 2000)*.

The Company will post the Policies and Procedures under the *Employment Standards Act*.

Policy Statement:

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.

Pregnancy Leave:

- (a) 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 Company 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 employees, unless such accommodation would cause undue hardship to the business.
- (c) Pregnancy **leave** shall cover a total period of seventeen (17) weeks before **or** after the birth of the child. Unemployment Insurance benefits will be issued

for fifteen (15) of the seventeen (17) weeks.

- (d) 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.

Parental Leave

- (e) Where the employee has taken pregnancy leave, the parental leave is limited to **thirty-five (35)** weeks, on top of the seventeen (17) weeks of pregnancy leave. **If** the employee did not take pregnancy leave, then the

parental leave is to a maximum of thirty-seven (37) weeks.

- (f) 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. On return, the employee shall be placed on the same or comparable job as at the time the pregnancy/parental leave commenced. When on pregnancy/parental leave, the employee shall maintain her full seniority status and continue to accumulate all seniority under this Collective Agreement.

Benefits:

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

NOTE: The "Authorized Leave of Absence" form should be used for the above leave.

ARTICLE 23 - DISCIPLINARY WARNINGS

- 23.01 (a) Any employee who receives a disciplinary action in the form of a verbal warning or 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.

- (b) A Steward will be present during any disciplinary procedure, unless the disciplined employee relinquishes that right, in writing, to the Personnel Manager and the Chief Steward.

23.02 **Personnel Discipline Records:** Any employee who so desires it shall have the right to review his personnel disciplinary record in the presence of the Union Steward and a member of Management, upon making a request for same in advance, in writing. Such review is to take place at such time and place within the unit as may be designated by Management. If any employee so affected objects to the material contained in such record, such objection may be made the subject

matter of a grievance and be processed in accordance with the provisions of Article 6 herein. Times designated by Management will be reasonable.

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.

- (c) Where the employee has a Doctor's prescription for custom-fitted hearing protection, the Company will reimburse the employee the cost of the equipment once in every three (3) year period.
- (d) Maintenance Plant II shall have a shower and change room by December 31, 1995.
- (e) The Company will continue to provide lockers for the personal use of employees.

The Company will continue to provide six (6) shower facilities for employees' personal use.

- 24.02 **The Company will pay the straight time regular rate to each member in attendance for all time spent at Joint Health and Safety meetings with the Company.**

An Advisory Committee of two (2) employees per shift 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.

The Company further notes that it may at **its** discretion appoint a member of staff to the Safety Committee as a representative for salaried employees. In such case, said member is NOT a member of management.

- 24.03 The Health & Safety Committee shall **conduct monthly inspections** and will hold at least one (1) meeting **of the JHSC every forty-five (45) days**, and all unsafe or hazardous or dangerous conditions shall be taken up and dealt with at such meetings. The Minutes of all Health & 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 Health & Safety Committee shall be notified in writing of each lost time accident or injury involving a bargaining unit employee. The Health & Safety 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.
- 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 shall provide transportation to and from the place of treatment or hospital.
- 24.07 The Company reserves the right to formulate and publish from time to time, rules and regulations regarding the use and operation of machines and / or equipment, special equipment or clothing, 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.
- 24.08 Certified Member: The Certified Members of the Health and Safety Committee 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 SHOES AND UNIFORMS

25.01 All Maintenance Department employees, Extrusion Jetmen and Masterbatch and Spintexturing Operators shall be reimbursed for the purchase of one (1) pair of safety shoes every six **(6)** months, up to a maximum expenditure of one hundred and twenty dollars (\$120.00) annually, per employee. This allowance shall increase to one hundred and forty (\$140.00) effective March 01, **2007**.

All other employees, will be reimbursed annually to a maximum expenditure of **ninety-five** dollars (\$95.00) for the purchase of one (1) pair of safety shoes per year, for the term of the Collective Agreement.

To enable employees to purchase more expensive safety shoes where warranted, two additional options have been introduced as follows:

OPTION (i)

Any eligible employee may combine years of this allowance **up** to three (3) years for purchase and reimbursement in the last year of the term of the Collective Agreement

OR**OPTION (ii)**

Any eligible employee may resubmit during the next year, a receipt for which there was an **un-reimbursed** balance, and request reimbursement of that **un-reimbursed** portion up to the annual allowance of each year. The onus thereto is on the employee.

New employees must have completed **six** (6) consecutive months service before becoming eligible for **the safety** shoe subsidy.

All employees in the classifications that receive this Safety Shoe Subsidy, must wear safety shoes.

- 25.02 The Maintenance Department will be supplied with three (3) sets of uniforms, free from any charges, every six (6) months (January and July).

The Extrusion Jetmen, Janitors, Spintexturing and Masterbatch Operators and Colour Changers will be supplied two (2) sets of uniforms, free from any charges, every six (6) months (January and July).

Extrusion Operators will receive two (2) sets of uniforms (one shirt and one pant per set) ONCE each year, effective July 01, 2005, and thereafter in January each year.

- 25.03 (a) The Company will replace broken tools for each Mechanic, Machinist, and Fixer.

- (b) Effective March **01, 2005**, each Machinist, Mechanic, and Fixer, will be reimbursed for tool allowance on one of the following two plans of the Members' choice:

The employee must make plan selection each year in January.

Option One:

By Payroll, issued in January of each calendar year on a regular pay cheque in the amount of two hundred dollars (\$200.00) less payroll deductions.

Option Two:

By receipt, in the first year of this Collective Agreement, before GST in the amount of two hundred dollars (\$200.00)

including **PST**, and increasing thereafter to two hundred and fifteen dollars (**\$215.00**) effective March **01, 2006** and two hundred and thirty dollars (**\$230.00**) effective March **01, 2007**.

- (c) The Electrical Technician who is on call for the weekend shall receive a premium rate of twenty dollars (\$20.00) for carrying the pager for on call weekend duties.

25.04 Winter Coats for the Packing Department and Tow Motor Service Lift Truck Drivers, Electricians and Maintenance Department Employees:

The Company shall provide, once during the term of the Collective Agreement, winter coats to those employees actively working within the Packing/**Tow** Motor Service, Maintenance and Electrical

departments, whose individual duties routinely require work to be performed outside or who load and/or unload transport trailers or related freight containers in winter.

The Company will repair or replace these winter coats if they become damaged in the course of employment.

ARTICLE 26 - WAGES

- 26.01 Classifications 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.

26.03 **Temporary Work Assignments**

- (a) 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.

- (b) 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. When an employee is assigned to such work in case of an emergency for a period not exceeding one (1) shift, then he cannot refuse such work, provided he is capable of performing the assigned job.

- 26.04 An employee who reports to work at his regular assigned starting time and who works less than a half shift per day for lack of work, shall be paid at least a half shift per day at his 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.
- 26.05 Employees **will** receive their pay cheque by 3:00 p.m. **bi-weekly on** Thursdays. The Company will pay the employees no later than noon on the last regular banking day before starting their vacations. The Company commits to transferring to Direct Payroll Deposit as soon as is practicable to do so.
- 26.06 Any employee who wishes another employee to pick up his pay cheque from the Company must provide that person with a signed note authorizing same.

- 26.07 (a) When an employee is designated by the Company to train any employee, under any circumstances he/she will be paid a premium of fifty cents (50¢) per hour for those actual hours spent performing active training, to a maximum of four (4) weeks only. The Chief Steward reserves the right during the training period to regularly review the training progress report, which shall be signed jointly by the Chief Steward, along with the Trainee and the Supervisor. The training allowance will continue within the above noted time frame until those Parties have agreed that training is complete and the Supervisor has signed off to this effect.

- (b) Trainers will be selected by the Company from the employees deemed by the Company to be the most capable and qualified. If only one (1) such employee is available, he will be obliged to train. If two (2) or more such employees are available, then the Company **will** ask them, by seniority, and they have the right to refuse, except for the most junior employees, who will be obliged to train.

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 Effective June 11, 1989:
- (a) A shift premium of thirty cents (30¢) per hour shall be paid for all hours worked on the second shift.
 - (b) A premium of thirty-five cents (35¢) per hour shall be paid for all hours worked on the third shift.
 - (c) The second shift shall be one that is deemed commencing between noon and 4:00 p.m. The Night Shift, or third 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.

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 (a) **Eight (8) Hour Shifts:**
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.
- (b) **Twelve (12) Hour Shifts:**
The normal hours of work shall be twelve (12) hours per day to a maximum eighty-four (84) hours per pay period. This does not guarantee hours work per day or per pay period.

When the Plant remains closed on the assigned day of a Stat holiday immediately following a scheduled Plant vacation shutdown,

THEN, ONLY THOSE 12-HOUR SHIFT PERSONS WHO WOULD OTHERWISE HAVE WORKED, that shift (days or nights)

will be considered as equivalent to a day worked for the purposes of qualifying for overtime payment for additional shifts worked within that affected pay period.

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

- (b) For twelve (12) hour shifts: In such case as notice of layoff or shutdown has not been given, and the employee has already worked a shift(s) other than his or her regular schedule shift(s), and subsequently that employee is effected by layoff or shutdown then that shift(s) will be paid at the applicable premium rate.

Otherwise, Article 29.01 (b) above applies and the threshold hours of work must first be fulfilled in order to be eligible for premium rates.

- 29.03 Work required to be performed by employees on Saturdays will be paid at the rate of time and one-half ($1\frac{1}{2} \times$) 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 the Department within a classification and who normally perform the work available within the physical plant location (i.e. "Plant 1" vs "Plant 2") will be given equal opportunity over each three (3) month period to perform the required overtime within their classification, provided the employee is qualified to do the required overtime work.

The Classifications within the Packing Department as set out in Schedule "A" are amended to reflect that:

- (i) "12-hour shift Packer" includes the 12-hour shift lift truck driver. Therefore 12-hour shift packing overtime would be offered first within those 12-hour

shift packers and drivers.

- (ii) "Tow Motor Service" lift truck drivers refers to those **8-hour** shift drivers performing **TMS** functions. Therefore, **TMS** overtime would be offered first within those **8-hour** shift **TMS** drivers. (e.g.) In all cases, Plant 1 to Plant 1; Plant 2 to Plant 2. Then, if unable to fill requirements, to the r e s p e c t i v e counterparts within the Packing Department as a whole.

Thereafter, if there are insufficient volunteers to fill the scheduled

overtime vacancies as described above, then the remaining vacancies will be offered first to those other employees employed within the Classification, then from those employees employed within the Department, then the Bargaining Unit, and in all cases provided the employee is competent, qualified and available to perform the overtime work that is available.

The employees will cooperate with the Company in regard to overtime work, and the Company agrees that overtime will be on a voluntary basis. The scheduled overtime **lists** will **be** posted forty-eight **(48)** hours in advance of the overtime.

- (b) Overtime will be on a voluntary basis, but the Company may ask employees who are readily available to fill vacancies caused by absenteeism.
- 29.05
- (a) Refusal to accept overtime work except for 29.05 (b) 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 that Department will be obliged to work, Such employees must be advised **at least twenty-four (24)** hours in advance.

29.06 Employees who are working an eight (8) hour shift shall be entitled to a twenty (20) minute paid lunch period, and one (1) fifteen (15) minute paid rest period.

Employees who are working on an eight (8) hour shift on continuous operating machinery shall **be** entitled to a twenty (20) minute paid lunch **period**, and two (2) fifteen (15) minute paid rest periods.

Employees who are working on a twelve (12) hour shift on continuous operating machinery shall **be** entitled to two (2) twenty (20) minute paid lunch periods, and two (2) fifteen (15) minute paid rest periods.

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.
- 29.08 In the event of a layoff or production slowdown, senior employees working a twelve (12) hour shift shall continue to work twelve (12) hour shifts and junior employees will be laid off.
- 29.09 In the event of a layoff or production slowdown, senior employees working on an eight (8) hour shift shall continue to work eight (8) hour shifts and junior employees will be laid off.
- 29.10 If two (2) bargaining unit employees agree to exchange shifts, their request shall be in writing and shall be subject to Management approval. Any such

agreements will be subject to periodic review by Management. This agreement may be cancelled by any of the parties with just cause.

ARTICLE 30 - PAID HOLIDAYS

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

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

One additional paid holiday to be taken at a time designated by the Company.

30.02 (a) **Eight (8) Hour Shifts:**

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.

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

Employees who are working on twelve (12) hour shifts who are required to work on a Statutory Holiday (as designated in Article 30.01 above) will receive an extra twelve (12) hours pay in addition to the Statutory Holiday Pay of twelve (12) hours, in addition to their regular rate for that day.

30.03 (a) No pay for the Statutory Holiday will be made unless the employee has worked **all scheduled hours during** the regular scheduled shift immediately preceding and succeeding such holiday.

(b) Where an absence was due to:

(i) verified personal illness, verified by a medical

practitioner; **AND where the affected employee provides a health practitioner's certificate clearly stating treatment was sought on that Stat or the immediately preceding or succeeding days,** 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 week preceding or following such 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 (a) **Eight (8) Hour Shifts:**

If a Statutory Holiday listed above falls on a Saturday or Sunday, the Company will substitute the holiday on the preceding or following work day.

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

There will be **no** substitute day for a Statutory Holiday for employees working on twelve (12) hour **shifts**. The holiday will be observed **on** the day on which it falls.

ARTICLE 31 - VACATIONS

- 31.01 Vacation with pay will be granted to employees in accordance with the following:
- employees with less than five (5) years of continuous service --two (2) weeks at four percent (4%);
 - employees with more than five (5) years of continuous service -- three (3) weeks at six percent (6%);
 - employees with over nine (9) years of continuous service -- four (4) weeks at eight percent (8%);
 - employees with over twenty (20) years of continuous service --five (5) weeks at ten percent (10%).

- 31.02 The vacation year shall be July 1st to June 30th of the following calendar year. An employee shall not be permitted to accumulate their vacation from one vacation year to another.
- 31.03 The following language improvements in Articles 31.03 and 31.04 are effective March 1,2002:
- (a) General
 - (i) 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.

- (ii) 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.
- (iii) 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.

- (iv) With regard 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.

- (v) 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

The Company shall schedule a **ONE (1) week** summer vacation plant shutdown **during the summer months**, at which time employees will take their vacation in accordance with Article 31.03 (a) above.

(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 days.
- (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 shutdown shall be submitted to the Company in writing not later than May 21st 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 pay day, 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 March 1, 2002:

(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 15th 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 15th 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 1st 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 by the end of the next pay period.
- 31.06 On the death of an employee, the vacation allowance shall be paid to the employee's estate.
- 31.07 The date of hire shall be used for the purposes of calculating vacation eligibility and vacation pay.

ARTICLE 32 - HEALTH AND WELFARE

- 32.01 (a) The Company shall pay one hundred percent (100%) of the cost of the Employer Health Tax.
- (b) United Food & Commercial Workers Trusteed Dental Fund
- (i) The Company shall increase and contribute to the current benefit level of **thirty-one cents (31¢)**

per hour, a total of an additional three cents (3¢) per hour over the term of this Agreement for all hours worked to a maximum of forty (40) hours per week excluding overtime, Jury Duty, bereavement, holiday, and vacation. Contributions shall be as follows:

Current: March 1, 2004 31¢ per hour

DOR 2005 1¢ per hour increase

March 1, 2006 1¢ per hour increase

March 1, 2007 1¢ per hour increase

Total of 34¢ per hour as of March 1, 2007 to the Dental Plan.

- (ii) The Company agrees to sign the Participation Agreement as prepared by the Trustees of the Plan, and supply or sign any

other documents, forms or 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.

32.02 United Food & Commercial Workers
Trusteed Benefit Plan

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

The Company shall increase and contribute to the current benefit level of **one dollar and twelve cents (\$1.12) per hour to the UFCW Trusteed Benefit Plan, a total of an additional**

seventy-five cents (75¢) per hour based on the schedule below over the term of this Agreement. Contributions shall be as follows:

(Current) March 1, **2004** \$1.12 per hour

DOR 2005 25¢ per hour increase

March 1, 2006 25¢ per hour increase

March 1, 2007 25¢ per hour increase

Total \$1.87 per hour as of March 1, **2007** to the Benefit Plan for all hours paid on the behalf of the bargaining unit employees, who have completed three (3) months of continuous employment, to a maximum of forty (40) hours per week and all applicable taxes.

Should an **employee** become disabled as a result of an occupational accident or illness, the Company agrees to contribute one hundred percent (100%)

of the required contributions (employee and Employer) during the entire period of disability.

The Company shall sign the entry forms provided.

- 32.03 When an employee is absent due to leave of absence or due to layoff 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.
- 32.04 Detailed information regarding the employee benefits is provided in the United Food & Commercial Workers Trusteed Benefit Plan Booklet. Employees may obtain a copy of the Plan Booklet from the Personnel Office, Union Steward or the Union Office.

32.05 Canadian Commercial Workers Industry Pension Plan

- (a) The Company shall increase and contribute to the current benefit level of seventy-two cents (72¢) per hour to the CCWI Pension Plan, a total of an additional sixty three cents (63¢) per hour to a total of one dollar and **thirty-five** cents (\$1.35) per hour, based on the schedule below over the term of this Agreement to the Canadian Commercial Workers Industry Pension Plan ("Pension Plan"), to be paid across-the-board, for all hours paid to a maximum of eighty (80) hours biweekly. Hours paid or worked shall include eligible and authorized vacation time

taken off, but shall not include Weekly Indemnity payments. Contributions shall be as follows:

(Current) March 1, 2004 72¢ per hour

January 1, 2005 22¢ per hour increase

DOR 2005 41¢ per hour increase

Total \$1.35 per hour as of DOR 2005. No further increases for the duration of the contract.

- (b) 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. CANADA LOCAL 175
EDUCATION AND TRAINING FUND

- 33.01 (a) The Company shall increase and contribute to the current benefit level of **four cents (4¢) to the UFCW Canada Local 175 Education and Training Fund, a total of an additional one cent (1¢) effective on March 1, 2007, for a total contribution of five cents (5¢) for all hours paid to bargaining unit employees to a maximum of forty (40) hours per week.**
- (b) The Company shall forward the contribution 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.

- (c) The Company shall sign the entry forms provided.

- (d) The Company shall deduct from the weekly earnings of 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 to the United Food and Commercial Workers Union's southwest regional office before the fifteenth **(15th)** day of the following month. On or before February **28th** of each year, receipts for the total amount deducted per employee in the

calendar year will be provided by the charity receiving the employee's donation. Authorization will be given to the Company on a signed form from the member.

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. For this reason, the Company will share the cost of printing sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 35 - ACCOMMODATIONS

- 35.01 The Company shall provide accommodations for employees to store and change their clothing, and to take their meals.

ARTICLE 36 - DURATION

- 36.01 This Agreement shall remain in force and effect from March 1, 2005 to February 29, 2008 (**THREE YEARS**) and until all provisions of the Ontario Labour Relations Act have been expended.
- 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 February 29, 2008. The parties shall agree to meet within fifteen (15) days of such notice being received.

SIGNED ON BEHALF OF THE PARTIES HERETO AT WATERLOO, ONTARIO, THIS **2nd DAY OF March, 2005.**

FOR THE UNION: _____ **FOR THE COMPANY:**

Wendy Absalom
Gerald Clark
Donna Cybulskie
Sherrylea Walker
Angus Locke
Maria Ferreira

Jim Anderson
Tim Burt
S. Ravishankar
Chris Radtke

STRUDEX FIBRES LIMITED
SCHEDULE "A" - WAGE RATES

<u>DEPARTMENTS & CLASSIFICATIONS</u>	CURRENT EFF.	New Collective Agreement EFF.	EFF.
	03/01/04	03/01/05	03/01/06 03/01/07
<u>EXTRUSION</u>			
Operator	17.42	17.42	17.42 17.52
Jetman	17.67	17.67	17.67 17.77
Bulk Handler (Oilman)	17.42	17.42	17.42 17.52

TEXTURIZING

Operator	16.97	16.97	16.97	17.07
Supplier	16.47	16.47	16.47	16.57

MASTERBATCH & COLOUR CONTROLS

Operator	17.95	17	17.95	18.05
Operator Helper	17.20	17	17.20	17.30

SPIN TEXTURING

Operator	17.67	17.67	17.67	17.77
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YARN DEPARTMENT

Operator	16.00	16.10	16.25	16.50
Supplier	16.00	16.10	16.25	16.50
Lead Hand	16.60	16.60	16.60	16.70
Superba Operator	16.00	16.10	16.25	16.50

PACKING DEPARTMENT

Lead Hand	16.69	16.69	16.69	16.79
# Packer	16.44	16.44	16.44	16.54
## Tow Motor Service	16.44	16.44	16.44	16.54

12 hour shift Packer includes 12 hour shift lift truck driver
 ## TMS refers to 8 hour shift lift truck drivers

Master Batch Operator Helper: A Master Batch Operator Helper will be assessed after six (6) months and if the assessment is favourable, he will be placed at the Master Batch Operator rate of pay.

MAINTENANCE

* Industrial Electrician	₹0.25	20.40	20.55	20.90
Electrical Technician	19.75	19.75	19.75	19.85
* Machinist(with papers)	₹0.55	20.55	20.55	20.65
** Mechanic (with papers)	20.55	20.55	20.55	20.65
Machinist	15.60	17.60	17.60	17.70
Mechanic	17.25	17.25	17.25	17.35

Fixer	16.60	16.60	16.70
Mechanic Helper	16.00		
Janitor	15.20		
<u>WASTE RECOVERY</u>			
Operator	16.95	16.95	17.05
Tube Sorter	14.70	14.70	14.80

** Mechanic: Must have successfully completed Ontario Apprenticeship Program or equivalent as Industrial Millwright or Industrial Mechanic.

** Machinist: Must have successfully completed Ontario Apprenticeship Program or equivalent as Industrial Machinist.

**** Industrial Electrician: Must have successfully completed Ontario Apprenticeship Program or equivalent as Industrial Electrician.**

Fixer: A Fixer will be assessed after one (1) year. If the assessment is in the employee's favour, he will be placed on the Mechanic rate of pay. If the assessment is not in the employee's favour, the employee will remain at his hourly rate and will be reassessed in six (6) months.

RETRO PAY: Full retroactive pay for all hours worked or paid from March 1, 2005, to the implementation date of negotiated wage increases.

LETTER OF I _____ #1**BETWEEN:****STRUDEX FIBRES LIMITED****- and -****UNITED FOOD & COMMERCIAL WORKERS
CANADA
Local 175****Chartered by the United Food and Commercial
Workers International Union CLC, AFL-CIO****RE: SCHEDULE "A"****Suppliers Red Circled Rate in the Yarn
Department- Plant II
from Negotiations in 1991**

Superba Operator - remains at \$13.35 per hour
Lead Hand - remains at \$13.95 per hour
Operator - remains at \$13.35 per hour
Supplier - remains at \$13.35 per hour

The existing Suppliers red circled rate at \$13.94 per hour will receive the new full across the board increases. The members are as follows:

Maria Ferreira, Daljinder Tatla, Dona Saunders, Jagdev Ghangas, Zikica (Jamie) Milosavljevec, Shastrawatty Ramcharran, Sonia Russell, and Jana Horky

These members also have recall and bumping rights.

SIGNED ON BEHALF OF THE PARTIES HERETO AT
WATERLOO, ONTARIO, THIS **2nd** DAY OF **March**,
2005.

FOR THE UNION: FOR THE COMPANY:

Wendy Absolom
Gerald Clark
Donna Cybulskie
Sherry Lee Walker
Angus Locke

Jim Anderson
Tim Burt
S. Ravishankar
Chris Radtke

LETTER OF UNDERSTANDING #2

BETWEEN:

STRUDEX FIBRES LIMITED

- and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, Local 175**

**Chartered by the United Food and Commercial
Workers International Union CLC, AFL-CIO**

RE: ~~ASTERB.~~ AND COLOUR CONTI

It is the intent of the Company to cross-train the Operators of this Department in the Colour Control functions.

No senior employee in the Department or with bumping rights into the Department will be adversely affected at the time of layoff where the Company has been unable to facilitate cross-training of that employee.

However, where an employee declines cross-training or is deemed to be unable to perform the work following his cross-training, then such an employee would be subject to layoff.

SIGNED ON BEHALF OF THE PARTIES HERETO AT
WATERLOO, ONTARIO, THIS **2nd DAY OF March,**
2005.

FOR THE UNION:

Wendy Absolom
Gerald Clark
Donna Cybulskie
Sherry Lee Walker
Angus Locke

FOR THE COMPANY:

Jim Anderson
Tim Burt
S. Ravishankar
Chris Radtke

LETTER OF UNDERSTANDING #3**BETWEEN:****STRUDEX FIBRES LIMITED****- and -****UNITED FOOD & COMMERCIAL WORKERS
CANADA, Local 175**

Chartered **by** the United Food and Commercial
Workers International Union CLC, AFL-CIO

RE: HUMIDEX

The Company makes commitment to the following:

1. To keep and maintain the air conditioning roof units in the Yarn Plant in good working order.

2. To continue to provide localized air movement through the use of pedestal fans or other types of fans as required in the Yarn Plant.
3. To keep and maintain the water fountains in good working order.
4. To keep and maintain the air conditioner in the Yarn Plant lunchroom in good working order.
5. The Joint Health & Safety Committee will respond in accordance with the Ontario Health & Safety Act and the Company will take every precaution reasonable in the circumstances for the safety and protection of the workers in accordance with the OHSA.
6. **And as further amended through Year 2005 Contract Negotiations, in good faith the Employer commits to continue with every effort to resolve the heat build up issues within the**

building (Plant 2); to continue to provide water, to provide additional water coolers where practicable, to continue to provide cool-off bandanas, popsicles and other measures consistent with the Guidelines for Heat Stress.

See also L of U#10: "Extra Break Times During A Heat Wave."

**SIGNED ON BEHALF OF THE PARTIES HERETO AT
WATERLOO, ONTARIO, THIS 2nd DAY OF March,
2005.**

FOR THE UNION:

Wendy Absolom
Gerald Clark
Donna Cybulskie
Sherry Lee Walker
Angus Locke

FOR THE COMPANY:

Jim Anderson
Tim Burt
S. Ravishankar
Chris Radtke

LETTER OF UNDERSTANDING #4**BETWEEN:****STRUDEX FIBRES LIMITED****- and -****UNITED FOOD & COMMERCIAL WORKERS
CANADA, Local 175****Chartered by the United Food and Commercial
Workers International Union CLC, AFL-CIO****RE: EXTRUSION DEP/ EMPLOYEES
- SHOWER TIME**

Employees with seniority in the Extrusion Department may use one of their allowed breaks (as per Article 29.06) for personal shower time before 0600 hours (6:00 a.m.) or 1800 hours (6:00 p.m.), and in keeping with past practice, provided that:

break time duration is not abused (the Company will exercise reasonable judgment);

Such breaks are not extra breaks beyond those provided by Article 29.06;

employees return to the work station ready, able and expecting to continue working to shift end;

employees are properly attired for work as per all Company policies, procedures and regulations.

SIGNED ON BEHALF OF THE PARTIES HERETO AT
WATERLOO, ONTARIO, THIS **2nd DAY OF March,**
2005.

FOR THE UNION:

Wendy Absolom
Gerald Clark
Donna Cybulskie
Sherry Lee Walker
Angus Locke

FOR THE COMPANY:

Jim Anderson
Tim Burt
S. Ravishankar
Chris Radtke

LETTER OF TANI #5

BETWEEN:

STRUDEX FIBRES LIMITED

- and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, Local 175,**

**Chartered by the United Food and Commercial
Workers International Union CLC, AFL-CIO**

**Re: Article 29.04 (a) - System of offering
scheduled overtime for twelve (12) hour shift
employees consistent with equal opportunity
requirements:**

1. Day shift gets day shift overtime and night shift gets night shift overtime.

2. Except at shift change from days to nights, or vice versa, when the following shall apply:

<u>Overtime Available</u>	<u>Offered To:</u>
Friday - Days	Thursday - Days
Saturday - Nights	Thursday - Days & Steady Nights
Sunday - Nights	Thursday-Days & Steady Nights
Friday - Nights	Thursday- Nights
Saturday - Days	Thursday - Nights & Steady Days
Sunday -Days	Thursday - Nights & Steady Days

3. Opportunity will be offered by the shift roster (wheel).
4. No special privileges will be granted to employees on fixed shifts, they are offered the first opportunity available.
5. No employee is permitted to give away their opportunity, any reason for decline is equivalent to an opportunity worked (i.e., sickness, vacation, etc.).

6. Overtime to be scheduled to a maximum of two (2) weeks in advance.
7. This does not pertain to any overtime in emergency circumstances covered by Article 29.04 (b). Such events do not count on the "wheel".

SIGNED ON BEHALF OF THE PARTIES HERETO AT
WATERLOO, ONTARIO, THIS **2nd DAY OF March,**
2005.

FOR THE UNION: FOR THE COMPANY:

Wendy Absolom	Jim Anderson
Gerald Clark	Tim Burt
Donna Cybulskie	S. Ravishankar
Sherry Lee Walker	Chris Radtke
Angus Locke	

LETTER OF UNDERSTANDING#6**BETWEEN:****STRUDEX FIBRES LIMITED****- and -****UNITED FOOD & COMMERCIAL WORKERS
CANADA, Local 175****Chartered by the United Food and Commercial
Workers International Union CLC, AFL-CIO****RE: TUBESORTER**

The Tubesorter classification will include the following job tasks:

1. Tubesorting
2. Aspirating/ Conestripping
3. Cason machine operation
4. Tube repair machine operation
5. Tube cutting machine *operation*
6. Material handling consistent with above tasks

SIGNED ~~ON~~ BEHALF OF THE PARTIES HERETO AT
WATERLOO, ONTARIO, THIS **2nd** DAY OF **March**,
2005.

FOR THE UNION: FOR THE COMPANY:

Wendy Absolom	Jim Anderson
Gerald Clark	Tim Burt
Donna Cybulskie	S. Ravishankar
Sherry Lee Walker	Chris Radtke
Angus Locke	

LETTER OF _____ 'AND' #7

BETWEEN:

STRUDEX FIBRES LIMITED

- and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, Local 175**

Chartered by the United Food and Commercial
Workers International Union **CLC, AFL-CIO**

**RE: Reposting Of 12 Hour Shift Work Vacation
Planner For 2005**

Effective January 01, 2005: The Company and the Union agree that this practice referred to as "the flip" of 12-hour shift Members from one shift crew to another upon return from summer vacation shutdown (e.g. 'A' returns as 'C'), as

set out in this previous Letter of Understanding (March 2002), HAS resulted in deleterious effects on the Members so affected.

Accordingly with the provisions of the previous Letter of Understanding (March 2002), the practice of the “Flip” is hereby rescinded. Accordingly, for this year only (Y2005) the **January-February** Vacation Sign Ups for 12-hour shift employees will be rescinded, and will be **re-posted** following Ratification to enable those 12-hour shift employees to reapply for their vacation preferences given this change in their work schedules.

Hereafter, Members will return to work

shutdown in accordance with the language of Article 17.03 (c), (i.e.) The “ A shift shall return on the “A ’shift schedule; “B” to “B”; “C” to “C” and “D” to “D”

SIGNED ON BEHALF OF THE PARTIES HERETO AT WATERLOO, ONTARIO, THIS 2nd DAY OF March, 2005.

FOR THE UNION: FOR THE COMPANY:

Wendy Absolom	Jim Anderson
Gerald Clark	Tim Burt
Donna Cybulskie	S. Ravishankar
Sherry Lee Walker	Chris Radtke
Angus Locke	

TER OF UNDERSTANDING#8

BETWEEN:

STRUDEX FIBRES LIMITED

- and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, Local 175**

**Chartered by the United Food and Commercial
Workers International Union CLC, AFL-CIO**

**RE: Emergency Overtime: Witnessed
Telephone Calls**

The Company and the Union agree that any telephone calls made to contact members with regard to the offer of emergency overtime will be witnessed by a bargaining unit member and duly recorded.

**SIGNED ON BEHALF OF THE PARTIES HERETO AT
WATERLOO, ONTARIO, THIS 2nd DAY OF March,
2005.**

FOR THE UNION: FOR THE COMPANY:

Wendy Absolom	Jim Anderson
Gerald Clark	Tim Burt
Donna Cybulskie	S. Ravishankar
Sherry Lee Walker	Chris Radtke
Angus Locke	

LETTER OF UNDERSTANDING #9

BETWEEN:

STRUDEX FIBRES LIMITED

• and •

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, Local 175**

Chartered by the United Food and Commercial
Workers International Union **CLC, AFL-CIO**

with reference to

Article 14 • Transfers and Job Postings (14.06
Temporary Transfers)

Article 26 • Wages (26.03 Temporary
Assignments)

Article 29 • Hours of Work and Overtime

RE: **Emergency Overtime: Clarification and
Instructions to Supervisory Staff with regard to
Overtime Assignments**

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 advises 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 (e.g. 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 **2nd DAY OF March,**
2005.

FOR THE UNION: FOR THE COMPANY:

Wendy Absolom	Jim Anderson
Gerald Clark	Tim Burt
Donna Cybulskie	S. Ravishankar
Sherry Lee Walker	Chris Radtke
Angus Locke	

LETTER OF UNDERSTANDING#10**BETWEEN:****STRUDEX FIBRES LIMITED****- and -****UNITED FOOD & COMMERCIAL WORKERS
CANADA, Local 175****Chartered by the United Food and Commercial
Workers International Union CLC, AFL-CIO****RE: Extra Break Times during a Heat Wave**

The Parties agree that during periods deemed "heat wave", wherein public cautions are being issued that temperatures and humidity may adversely affect the local populous, then employees will not be unreasonably denied the opportunity to take periodic brief breaks for fluids

and cooling down in accordance with Ministry guidelines for preventing heat prostration/ stroke.

Such “breaks” however are exclusive of extra “smoke breaks”.

Should this practice result in any deleterious effect on the operation of the Business, then the Parties agree to convene the Negotiating Committee to review and re-assess.

SIGNED ON BEHALF OF THE PARTIES HERETO AT
WATERLOO, ONTARIO, THIS **2nd DAY OF March,**
2005.

FOR THE UNION: FOR THE COMPANY:

Wendy Absolom	Jim Anderson
Gerald Clark	Tim Burt
Donna Cybulskie	S. Ravishankar
Sherry Lee Walker	Chris Radtke
Angus Locke	

LETTER OF UNDERSTANDING#11

BETWEEN:

STRUDEX FIBRES LIMITED

- and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, Local 175**

**Chartered by the United Food and Commercial
Workers International Union CLC, AFL-CIO**

RE: UFCW BUSINESS AGENT ON-SITE VISITS

The Parties agree that **the** Business Agent shall not unreasonably be denied periodic access to the facility for on site visibility provided such requests are in writing in advance and authorized by the Company. The Union shall then provide a Notice

for the agreed dates and times of such visits, an authorized copy of which will be posted by the Company in the facility in advance.

Such visits will generally bridge over shift change times. The Representative will be stationed in the plant lunchroom or other suitable assigned location. The Company reserves the right to assign a member of Management or Supervision to be on hand during these same access periods.

This access will provide the opportunity on a voluntary unpaid basis, for the incoming shift to come in early, and the outgoing the shift to stay late in order to see the Representative.

Such "periods" however are exclusive of extra "Smoke breaks" for any persons at work on duty.

Should this practice result in any deleterious effect on the operation of the Business, then the Parties agree to convene the Negotiating Committee to review and re-assess.

SIGNED ON BEHALF OF THE PARTIES HERETO AT
WATERLOO, ONTARIO, THIS **2nd DAY OF March,**
2005.

FOR THE UNION: FOR THE COMPANY:

Wendy Absolom	Jim Anderson
Gerald Clark	Tim Burt
Donna Cybulskie	S. Ravishankar
Sherry Lee Walker	Chris Radtke
Angus Locke	

LETTER OF UNDERSTANDING #12**BETWEEN:****STRUDEX FIBRES LIMITED****- and -****UNITED FOOD & COMMERCIAL WORKERS
CANADA, Local 175****Chartered by the United Food and Commercial
Workers International Union CLC, AFL-CIO****RE: Spin Texturing**

The Company will continue in its commitment to pursue and implement capital expenditures in efforts to improve the performance and Health and Safety issues of the Spin Texturing Department.

The Company will augment labour requirements through overtime and/or temporary assignment as the need arises.

**SIGNED ON BEHALF OF THE PARTIES HERETO AT
WATERLOO, ONTARIO, THIS 2nd DAY OF March,
2005.**

FOR THE UNION: FOR THE COMPANY:

Wendy Absolom

Gerald Clark

Donna Cybulskie

Sherry Lee Walker

Angus Locke

Jim Anderson

Tim Burt

S. Ravishankar

Chris Radtke

LETTER OF UNDERSTANDING#13

BETWEEN:

STRUDEX FIBRES LIMITED

- and -

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, Local 175**

**Chartered by the United Food and Commercial
Workers International Union CLC, AFL-CIO**

RE: Time Limits

Neither Party shall raise or proceed with a timeliness issue argument regarding “filing for Arbitration” without having notified the other party of its final position on any given grievance in writing.

Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting “filing for Arbitration” shall then be triggered.

The Parties further agree that any Board of Arbitration or Single Arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this Agreement and shall not be restricted, by the Ontario Labour Relations Act in so doing.

**SIGNED ON BEHALF OF THE PARTIES HERETO AT
WATERLOO, ONTARIO, THIS 2nd DAY OF March,
2005.**

FOR THE UNION: FOR THE COMPANY:

Wendy Absolom	Jim Anderson
Gerald Clark	Tim Burt
Donna Cybulskie	S. Ravishankar
Sherry Lee Walker	Chris Radtke
Angus Locke	

LETTER OF UNDERSTANDING#14

BETWEEN:

STRUDEX FIBRES LIMITED

- and -

UNITED FOOD & COMMERCIAL WORKERS

CANADA, Local 175

Chartered by the United Food and Commercial
Workers International Union **CLC, AFL-CIO**

RE: Notification of Early Retirement

In such circumstance as a member decides to take early retirement, the member shall endeavour to give the parties (Employer, Union and Pension Plan) a minimum of three (3) months advanced notice. If the member fails to do so, then for any delays resulting in

processing pension application and/or pension payments, the member may hold neither the Employer nor the Union nor the Pension Plan responsible.

SIGNED ON BEHALF OF THE PARTIES HERETO
AT WATERLOO, ONTARIO, THIS **2nd** DAY OF
March, 2005.

FOR THE UNION: FOR THE COMPANY:

Wendy Absolom	Jim Anderson
Gerald Clark	Tim Burt
Donna Cybulskie	S. Ravishankar
Sherry Lee Walker	Chris Radtke
Angus Locke	

LETTER OF UNDERSTANDING#15

BETWEEN:

STRUDEX FIBRES LIMITED

- and -

UNITED FOOD & COMMERCIAL WORKERS

CANADA, Local 175

Chartered by the United Food and Commercial
Workers International Union **CLC, AFL-CIO**

RE: Sonia Walker-Campbell

The Parties agree that the position of Quality
Control Technician remains as a Management
position.

While **fulfilling** this position by virtue of
workplace accommodation, Sonia **Walker-**
Campbell remains in good standing as a
member of the Bargaining Unit.

SIGNED ~~ON~~ BEHALF OF THE PARTIES HERETO
AT WATERLOO, ONTARIO, THIS ~~2nd~~ DAY OF
March, 2005.

FOR THE UNION: **FOR THE COMPANY:**

Wendy Absolom	Jim Anderson
Gerald Clark	Tim Burt
Donna Cybulskie	S. Ravishankar
Sherry Lee Walker	Chris Radtke
Angus Locke	

LETTER OF UNDERSTANDING #16

BETWEEN:

STRUDEX FIBRES LIMITED

• and •

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, Local 175**

Chartered by the United Food and Commercial
Workers International Union **CLC, AFL-CIO**

RE: Pay Equity Plan

The Parties have discussed their obligations under the Pay Equity Act and agree to maintain the Pay Equity Plan in accordance with legislative requirements.

**SIGNED ON BEHALF OF THE PARTIES HERETO AT
WATERLOO, ONTARIO, THIS 2nd DAY OF March,
2005.**

FOR THE UNION: FOR THE COMPANY:

Wendy Absolom	Jim Anderson
Gerald Clark	Tim Burt
Donna Cybulskie	S. Ravishankar
Sherry Lee Walker	Chris Radtke
Angus Locke	

A handwritten signature or set of initials, possibly 'M', written in black ink.