

SOURCE	Co.		
EFF.	92	10	31
TERM.	94	10	28
No. OF EMPLOYEES	235		
NOMBRE D'EMPLOYÉS	80		

A G R E E M E N T

BETWEEN

BROWN SHOE COMPANY OF CANADA LTD.

PERTH, ONTARIO

(Hereinafter called the "Company")

OF THE FIRST PART

UNITED TEXTILE WORKERS OF AMERICA LOCAL 365

(Hereinafter called "Union")

OF THE SECOND PART

In accordance with the right of the employees to bargain and to be represented collectively, the parties hereto do agree as follows:

ARTICLE

PURPOSE OF AGREEMENT

1:01 The general purpose of the Agreement is to maintain the favourable relations existing between the Company and the employees by setting forth a basic understanding relative to hours of work, rates of pay, and general working conditions.

ARTICLE

RECOGNITION

2:01 The Company recognizes the Union as the sole collective bargaining agency for all its employees employed in its plant at Perth, save except Assistant Foremen, Fitting Floor Ladies, persons above the rank of Assistant Foremen, Fitting Floor Lady and Commissary and record

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INDEX

ARTICLE		PAGE
I	Purpose of Agreement	1
II	Recognition	1
III	Reservation of Management Functions	3
IV	Prohibition	4
V	No Strikes or Lock Outs	4
VI	Grievance Procedure	5
VII	Arbitration	7
VIII	Seniority and Promotion	8
IX	Leave of Absence	14
X	Bulletin Boards	16
XI	Hours of Work	16
XII	Overtime	17
XIII	Reporting Time Allowance	18
XIV	Vacations and Statutory Holidays	19
XV	Wages and Work Assignments	21
XVI	Productivity	27
XVII	Health and Welfare	27
XVIII	Notices	30
XIX	Termination	30

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clerks and persons regularly employed for not more than twenty-four (24) hours **per** week, and office and sales staff.

The Company will provide the Union on Monday with a weekly list naming part time employees and showing hours worked during the preceding week.

2:02 As a condition of employment, the Company will deduct from each weekly pay due to each employee, while this Agreement is in effect, an amount equivalent to the regular weekly Union dues (yearly amount spread over 52 weeks) and remit the amounts so deducted to the Ontario office of the Union, by cheque payable to the United Textile Workers of America, on or before the fifteenth (15th) day of the month following the month in which the deductions were made.

2:03 New employees will have Union dues deducted from the first week of employment and must sign an authorization card authorizing the Company to deduct weekly dues and remit the monies so deducted in accordance with the provisions of the above paragraph. The authorization cards shall be supplied by the Company **who** will prescribe the form. The deductions will commence at the next regular date of dues deductions.

2:04 The Company shall at the time of making each remittance to the Ontario office of the United Textile Workers of America, specify the employees from whose pay such deductions were made; a copy of this list is to be supplied to the Financial Secretary of the Local.

## ARTICLE III

### RESERVATION OF MANAGEMENT FUNCTIONS

3:01 The management and the direction of the working force, including the right to hire, promote, demote, reprimand, suspend, transfer, or discharge for proper cause, and the right to relieve employees from duty because of lack of work or other proper reasons is vested in the Company provided, however, that this shall not be done in a manner contrary to the provisions of the Agreement.

3:02 The Company shall have the sole right to decide the processes and methods of manufacture, types of machinery and equipment to be used, types and quantities of shoes to be made, quality of material and workmanship required, selling prices of products, methods of selling and distributing products, and personnel required in supervisory, clerical and other positions not included in the bargaining unit; provided, however, that this shall not be done in a manner contrary to the provisions of the Agreement.

3:03 Anyone that has not been designated as a homeworker will not be allowed to take work home from the factory.

Should an operator feel that she has been deprived of work in the morning because of work being sent out of the factory to a homeworker, the Company and Union shall meet to discuss a remedy. If the operator has, in fact, been deprived of work, she shall be made whole for the resulting loss of straight time wages.

In this regard the Company agrees to limit the number of homeworkers to six, and will advise the Union, in letter form, the names of those individuals designated to be homeworkers.

## ARTICLE IV

### PROHIBITION

4:01 Neither party shall interfere with the rights of the employees to become members of the Union or to refrain from becoming members of the Union. Neither party will permit its agents or members or other persons within its control to discriminate against, interfere with, restrain or coerce any employee on account of membership or non-membership in the Union.

4:02 The Union agrees that there will be no solicitation for membership, collection of dues; or any other Union activity on the premises of the Company during any employee's working hours without written authorization from the Company, except as otherwise provided. for in this Agreement.

## ARTICLE V

### NO STRIKES OR LOCKOUTS

5:01 There shall be no lockout by the Company nor stoppage of nor interference with work by members of the Union during the term of this Agreement.

5:02 With respect to the following, it is understood and agreed by both parties that all disputes, the subject matter of which is within the purview of this Agreement, shall be handled in accordance with the grievance and arbitration procedures as outlined in the following Sections of this agreement without recourse to strike or lockout.

ARTICLE VI

GRIEVANCE PROCEDURE

6:01 The Company acknowledges the right of the Union to appoint or otherwise select a reasonable number of Stewards to assist employees in presenting their grievances to the representatives of the Company, and the Union agrees that they shall, at **all** times, keep the Company **supplied** with a list of its Stewards and Officers.

6:02 (a) The following departments or groups of departments shall be represented by the number of Stewards so designated, **who** shall be employees of the department or group of departments each represents:

Cutting	-1
Fitting	-2
Lasting	-1
Finishing & Sole Stock	-1
Packing	-1
Warehouses	-2

6:02 (b) It is the mutual desire of the parties hereto that complaints of employees **shall be** adjusted **as** quickly as possible and it is generally understood that an employee has no grievance until he has first given his foreman an opportunity of adjusting his complaint. The foreman shall render his decision within two (2) days.

6:03 Between the aggrieved employee, Department Steward and the Foreman of the department involved. The decision of the Foreman shall be stated in writing on the grievance form. If the grievance discussed with the foreman is not settled within **48 hours**, it shall **be** carried to the next step of the grievance procedure within **three (3)** days.

6:05 Between the Grievance Committee (which shall be composed of not more than three (3) employees) and the Superintendent **who** shall be

required to make answer to any grievance properly submitted to him within (3) days. Failing to obtain settlement at this stage, the Union shall, within five (5) days, carry the grievance to the next step in the grievance procedure.

6:06 Between the Grievance Committee and the General Manager or someone designated by him whose decision shall be rendered in writing within five (5) working days. A representative of the International Union may be present if requested by the Company or Union.

6:07 Disposition of grievances resulting from agreement between the Company and the Union shall be final and binding on the Company, the Union, and the employee or employees concerned.

6:08 Saturdays, Sundays and statutory holidays will not be counted in determining the time within which any action is to be taken or completed in the grievance or arbitration procedures. Any and all time limits fixed by this Article and Article VII may be extended by mutual agreement.

6:09 A claim by a permanent employee that he has been unjustly discharged shall be treated as, a grievance if a written statement of such grievance is lodged with the Company within five (5) working days following written notice to the Union of such discharge.

6:10 It is clearly understood that stewards and other union officers will not absent themselves from their regular duties without first securing permission from their department foreman, as well as the foreman of any employees of other departments with whom they wish to converse and that they will not absent themselves from their work

unreasonably in order to deal with grievances of employees.

6:11 Officers, Executives and Grievance Committee Members and Stewards of the Union when requested by the Company to attend any meeting held during working hours, shall be paid at their regular straight time hourly averages by the Company for all time spent in such meetings.

6:12 If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Company's last answer.

If the Company does not answer an appeal of a grievance within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, after discussing such intended action with the Factory Superintendent.

6:13 Grievance meetings between the Union and the Company shall be held during working hours between 3:30 p.m. and 4:00 p.m. except by mutual agreement.

## ARTICLE VII

### ARBITRATION

7:01 In the event any dispute covered by this agreement cannot be settled through the regular grievance procedure, either party may request that it be submitted to arbitration. Such request shall be submitted in writing to the other party and shall state the nature and particulars of the grievance in question.

7:02 Each party shall within five (5) days thereafter name an arbitrator and notify the other party accordingly. The two (2) arbitrators so nominated shall attempt to select by agreement a Chairman of The Arbitration Board. If they are unable to agree



upon such Chairman within five (5) days after their appointment they will then request the Minister of Labour of the Province of Ontario to appoint a Chairman of the Arbitration Board. The three (3) persons so nominated, selected or appointed shall constitute the Arbitration Board for the particular grievance.

7:03 The Arbitration Board shall have no authority to alter, modify or amend any provision of the Agreement or to add to or subtract therefrom.

7:04 The decision of the majority of the members of the Arbitration Board shall be final and binding upon all parties concerned.

7:05 During the final stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and records will be made available to the Grievance Committee and/or Board of Arbitration, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view the disputed operations.

7:06 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly share the expense of the Chairman of the Arbitration Board.

## ARTICLE VIII

### SENIORITY AND PROMOTION

8:01 Seniority as used in this Agreement shall refer to length of continuous service since the last date of employment, that date shall be shown on the employment card. The Warehouse and

Factory locations will be recognized as separate entities when considering seniority and bidding rights.

8:02 An employee will be considered on probation and will not obtain Factory Seniority rights until after he has worked three continuous months or a total of sixty days worked accumulated within a period of twelve (12) calendar months, then he will be shown on the seniority list as having seniority commencing three months immediately prior to the date he completed his probationary period. Any employee permanently separated before completion of the probationary period shall be considered, in the event he is rehired, to be a new employee.

8:03 (a) In the event it may become necessary to reduce the number of employees on a job, the employee on the job with the least job seniority according to the seniority list will be subject to layoff. The employee subject to said layoff and who has completed the probationary period will have the right to first replace any probationary employee, or, if none, an employee with the least seniority on a job within his department provided the employee concerned has the necessary ability to perform the work. Job seniority means the total length of time worked on the job.

8:03 (b) In the event it may become necessary to reduce the number of employees on a job for more than (6) working days, the employee on the job with the least job seniority will be subject to a layoff. The employees subject to said layoff who cannot be retained at work by virtue of the provision of paragraph (a) has the right to first replace any probationary employee or, if none, an employee with the least seniority on a job in another department

provided the employee concerned has completed the probationary period in the present department and can perform the work within a maximum delay of five (5) working days.

8:03 (c) The following procedure will apply in recalling employees to work following a layoff:

(1) Laid off employees will be recalled to work (and must report within five working days) in the reverse order from their lay-offs in the respective departments and on the job which they held prior to the layoff.

(2) Laid-off employees who are recalled to a department other than the one in which they had worked are under no obligation to accept such recall.

(3) Transferred or displaced employees shall return to their original job when the job is again restarted if such occurs within one year and allow an employee to return to his original job if it is restored after one year if he chooses to do so.

If at any time a vacancy occurs within a department and it is not filled as the result of bids in accordance with this Agreement, the job shall be offered to the oldest employee in point of factory seniority.

8:04 Employees shall be promoted to higher rated jobs wherever practicable. In promotions, ability to perform the work and to advance in responsibility being relatively equal, seniority shall govern.

8:05 (a) Notice of any vacancy within the factory shall be posted on the Department and Main bulletin board in the factory. Notice of any vacancy within the warehouse will be posted on the department and main bulletin board in the warehouse. A copy of these postings shall be given to the designated agent of the Union and the Company shall consult with the Union before filling the vacancy. Notice of Vacancy will be posted for two (2) working days.

The vacancy shall be filled by an employee on a lower rated job who fulfills the requirements of section 8:04. The Company and the Union **may**, by mutual consent, waive the above mentioned restriction in cases where an individual employee who because of advanced age or because of a serious permanent disability which interferes with his satisfactorily performing his job may be permitted to bid to a lower rated job not more than once.

8:05 (b) Jobs shall be filled, first from within the department. A successful bidder on a job vacancy within his/her department shall be permitted a forty (40) hour trial period in which to decide whether he/she wishes to remain on the new job. If he/she fails to express desire to return to his/her former job within the time specified, he/she shall not be permitted to do so at a subsequent date unless he/she is laid-off of work on the new job as a result of his/her lack of seniority there on. If the vacancy is not filled, an employee with two (2) or more years of seniority within his/her own department may bid to the vacancy in another department and shall be paid at his average for a forty (40) hour trial period on said job, and if he does remain he/she will be paid at his/her average for a second forty (40) hours.

**An** employee will be paid at seventy-five (75) percent of his average during the forty (40) hour trial period if he rejects the job bidding inside or out of the department.

8:05 (c) **An** employee who rejects a bid in his/her own department is prohibited from bidding for the following six months, if the rejection occurs after the forty (40) hour trial period has begun.

An employee who rejects a job bid available in another department is prohibited from bidding for the following six months, if the rejection occurs after the forty (40) hour trial period has begun.

8:05 (d) The trial period shall not apply to employee bidding back to jobs which they have previously held except that a 40-hour trial only will be applicable to employees bidding, inside or outside their department, on a job posted as a combination job if they have not previously performed one of the combined operations. NOTE: The twenty five (25) per cent of average rejection penalty will also apply in this case.

8:05 (e) A successful bidder on a job vacancy shall be assigned to said job within two (2) weeks following the closing of the bid unless it is agreed by the Company and the Union that to do so would seriously impair the production of the factory.

8:05 (f) An hourly rated production employee will be able to bid on an incentive job, if the four (4) week line average is higher than the average paid on the hourly rated job.

8:05 (g) All notices of job vacancies shall show the optimum rate on the job, the line average in cases of piece work jobs and the hourly rate in cases of hourly paid jobs.

8:06 Under no circumstances shall the Company in filling a vacancy on one job be required through the provisions of this Section to promote more than two (2) employees, the one to fill the job first vacated and the other to fill the vacancy left by the replacement of the first job.

established. These lists shall be brought up to date by semi-annual revisions. Copies of these lists are to be lodged with the Union and posted on the plant bulletin board.

8:08 An employee shall lose all seniority rights if he:

- (a) voluntarily quits the employ of the Company
- (b) IS discharged for cause
- (c) Is laid-off and is not re-employed for a period equivalent to the length of his/her seniority at the time of layoff to a maximum of twenty-four (24) months.
- (d) Fails to return to work within five (5) days after mailing by the Company via registered mail of a notice to return to work
- (e) Overstays a leave of absence unless extended by mutual consent of the Company and the union
- (f) Continues in a Supervisory or Supervisory Trainee position for more than 60 calendar days.

8:09 Any notice sent by the Company to an employee's last address on the Company's records shall be sufficient and effective notice.

8:10 Promotions to supervisory positions shall not be subject to the provisions of this Agreement.

8:11 A supervisor or supervisory trainee will retain his seniority rights for a period of 60 calendar days from the date of his first promotion only. If he elects to give up his promotion during that period, he may exercise his seniority to any job to which his seniority entitles him. If he fails to exercise his seniority during that period, his seniority will be forfeited.

A supervisor or supervisory trainee who exercises his seniority in this manner must remit dues for the period of his promotion.

## ARTICLE IX

### LEAVE OF ABSENCE

9:01 The Company will grant leave of absence without pay to a deligated Union Member or members to attend Union conventions or conferences, and it is agreed by the Union that in selecting the member or members every effort will be made to avoid affecting the production of the plant, and the time so requested will be kept to the minimum.

9:02 A leave of absence will be granted to any employee whenever it is mutually agreed by the Company and Union same is warranted by the circumstances. Request for a leave of absence must be in writing and addressed to the Superintendent, with the reason and duration clearly stated, and reply will be given in writing. Any leave of absence granted by the Company to such employee shall be limited to three (3) months with provision made for the return to his regular job when the leave of absence expires.

Employees shall not suffer a loss of seniority because of absence due to certified illness or accident for a period equivalent to length of his/her seniority at the time of the beginning of the leave of absence to a maximum of twenty-four (24) months, and shall be returned to their former jobs, providing their seniority is greater than those currently on the job, and they are able to perform such work as is available. The Company shall be notified in writing at least two (2) weeks in advance of the intended date of return and such notification must be accompanied by a medical certification that the employees are able to return to their jobs.

9:03 If any employee overstays their leave of absence they are presumed to have severed employment with the Company unless they can give a satisfactory explanation for their inability to return to work on the expiration date of their leave of absence.

9:04 A female employee must apply for and be granted a leave of absence after five (5) months of pregnancy based on medical certification. Within thirty (30) days after the childbirth she shall notify her Foreman of her intention of returning to work. Under any circumstances she must return to previous job within a four (4) month period after childbirth, in accordance with the Employment Standards Act.

9:05 If an employee is unable to report for work owing to sickness, accident or other legitimate reason they shall notify the Company at the start of their shift unless they have a legitimate reason for failing to notify their supervisor.

9:06 In case of death in the immediate family (as defined) employees will be allowed the necessary time off not to exceed a total of twenty-four (24) scheduled working hours and shall be paid therefore at their regular hourly average exclusive of overtime. An employee may, where necessary, take additional time at their own expense.

No such allowance shall be paid for any period which occurs while an employee is on a personal or medical leave of absence or for any time for which the employee receives vacation or holiday benefits. In this article the term, "member of an employee family", means a husband, wife, child, parent, brother, sister, mother and father-in-law, grandparents, and grandchildren. Also, common-law spouses, if the individuals have **co-habitated** for a minimum of one year, will be recognized as a member of the immediate family. Parent in this clause includes natural parents or foster parents since the employees childhood or step-parents.



"Child includes an adopted child, a child from a common-law relationship and a foster child or a step-child, if such foster or step-child has resided with the employee continuously for at least ~~two~~ (2) years."

9:07 Employees called for jury service shall be paid by the Company whatever sum, if any, in addition to the money they received for such service which is necessary to prevent loss of an average day's earnings. Employees are expected to **work** full time when not actually in such service.

9:08 An employee required to act as pallbearer shall be allowed the necessary time off, without pay either in the forenoon or afternoon.

#### ARTICLE X

##### BULLETIN BOARDS

10:01 The Company will provide bulletin boards in mutually satisfactory locations throughout the plant which are available for the Union in posting, notices of Union Activities. All such notices must be signed by the proper officers of the Union and submitted to an authorized official of the Company for approval before posting.

#### ARTICLE XI

##### HOURS OF WORK

11:01 The standard hours of work per week shall be eight hours per day, Monday through Friday inclusive. The normal starting and quitting times for employees will be 7:00 a.m. to 12:00 noon and 1:00 p.m. to 4:00 p.m. Any changes in these starting and quitting times for specific employees is subject to agreement between the Company and the Union.

## ARTICLE XII

### OVERTIME

12:01 The rate of pay for overtime shall be time and one-half the hourly rate in the case of hourly-rated employees, and time and one-half the average hourly earnings, excluding overtime and shift premiums, in the case of piece workers.

12:02 Overtime will be paid for all hours worked in excess of the standard hours in any day as stated in section 11:01, as well as work performed before the regular starting time or after the regular quitting time of the department, and for any work performed on Saturdays, and double time will be paid for any work performed on Sunday, unless Saturday and Sunday constitutes part of the normal work week, in which case overtime will be paid for any work performed on the regular assigned days of rest.

12:03 overtime will be paid for any work performed on any of the following holidays: New Year's Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day, 10th paid holiday, and with the day before or the day after Christmas as decided by the employees under section 14:01 and the Civic Holiday in August. This will be in addition to holiday pay.

12:04 Overtime shall be on a voluntary basis with the exception of one hour on any standard work day Monday to Thursday inclusive.

should the Company have notified employees of intent to work overtime on any regular work day it may cancel such overtime by giving notice not later than one (1) hour before the regular quitting time for such employees. Failure to give such notice of cancellations

within the specified time shall entitle the employees involved to one-quarter (1/4) hour wage at straight time.

(b) An employee requested to work the one hour overtime, and who actually commences that overtime will be guaranteed the full hour.

With regard to giving notification to employees before noon to work overtime, it is understood that supervisors will not give notice to work overtime on a daily basis in order to protect themselves due to the notice deadline.

12:05 The Company agrees that overtime will not be scheduled any night that a Union membership meeting is scheduled, provided the Factory Superintendent is supplied with a schedule of dates for such meetings and that he/she is advised by noon of the preceding day if there are changes in the dates on which meetings are called, or of any emergency meeting.

#### ARTICLE XIII

##### REPORTING AND TIME ALLOWANCE

13:01 Any employee who reports for work as usual and at the regular starting times, namely 7:00 a.m. and 1:00 p.m. and is sent home because no work is available, will be paid the equivalent of four (4) hours work at their regular rate of earnings. The above does not apply if they are notified by the Company not to report to work either orally or by notice posted on the bulletin board no later than the fore-part of the previous shift. An employee called for an afternoon work assignment starting at 1:00 p.m. will be guaranteed pay equivalent to three (3) hours at his/her regular rate of earnings. This clause will be waived during inventory week.

13:02 If an emergency arises and an employee is called back to work outside of the standard working hours without previous notice, he/she shall be paid at a minimum guarantee of four (4) hours at time and one-half of their regular rate.

#### ARTICLE XIV

##### VACATIONS AND STATUTORY HOLIDAYS

14:01 The Company will pay to all employees who have been in the continuous employ of the Company for thirty (30) days an amount equal to eight (8) hours pay for the following nine (9) designated holidays:

**New** Year's Day, Good Friday, victoria Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day, August Civic Holiday and the day before or the day after Christmas. Decision concerning selection of either day shall be given to the Company by the union no later than December 1st. Day workers will be paid a sum equal to eight (8) hours pay, at their hourly piece work average rate of pay during the preceding four (4) weeks, overtime excluded, or during such fraction of the said period as the employee shall have been in the employ of the Company.

In the first year of the contract the tenth paid holiday will be observed on Wednesday, November 11, 1992.

In the second year of the contract, the tenth paid holiday will be observed on Thursday, November 11, 1993 as designated by the Company.

An Employee temporarily laid off or on medical personal leave of absence at the time a holiday occurs shall be paid said holiday benefits providing he/she worked within the thirty (30) calendar days subsequent to the holiday. An employee absent from work on the day before or the day after the holiday for personal reasons must have been excused by the Foreman or suffering from bona fide illness in order to be eligible for holiday benefits.

If any of the ten (10) statutory holidays referred to occur during the plant shutdown for the regular vacation period as specified in paragraph 14:02, employees who work their full regular shift on the work day immediately preceding and their full regular shift on the work day immediately following the vacation period will be paid for the said statutory holiday in addition to their vacation pay.

14:02 The Company shall grant all employees subject to the Agreement a vacation period and may close the plant or any part of the operation for that purpose at a time to be mutually agreed upon by the Company and the Union, such agreement to be arrived at during the month of March each year.

14:03 The basis of payment for vacation will be as follows for employees having the period of service shown below at the time of the factory vacation closing:

-less than 5 years	4.5%
5 less than 8 years	6.5%
8 less than 12 years	7.0%
12 less than 15 years	7.5%
15 years and over	8.5%

Employees having twelve (warehouse five) or more year's service, as of the annual summer vacation closing will be entitled to an additional five days time-off. Three of the additional days off will be utilized in conjunction with Christmas Day and Boxing Day to allow for five days off at Christmas: The three days will commence the day following the day Boxing Day is observed. The unused days will be taken within the calendar year; following approval by the Company.

Approval will be based on:

1. Employees must notify the Company in writing at least two (2) weeks in advance of the day(s) being requested.
2. The number of employees who may be allowed to take the same day(s) off shall be decided by the Company. In the case of a conflict in dates requested, plant seniority governs.
3. If the Company feels that it is unable to grant a specific request for a specific day(s) because of production problems, the Company shall notify the Union and attempt to set a mutually alternate date with the employee.
4. The Company will answer a request for a day(s) off at least one week prior to the date the person has requested the day(s).

The respective percentage applicable will be applied to the pay period through the second week of June on an annual basis.

14:04 In calculating vacation pay, time lost by an employee while receiving workers' compensation or sick benefits as provided in Section 10:01 of the agreement shall be taken as though the employee were being paid his full regular rate of pay during such absence.

14:05 Employees who are scheduled to remain on duty during a plant shut down will be allowed to take their vacation at a time mutually satisfactory to the employee and the Company, but in any case the employee shall take in the current year a number of days equal to his credit. In scheduling employees to remain on duty during plant shut down, the Company shall first give consideration to the employees regularly employed on the job required.

## ARTICLE XV

### WAGES AND WORK ASSIGNMENTS

15:01 The Company agrees to pay and the Union agrees to accept for the term of this agreement the schedule of wage rates in effect at the date hereof except as hereinafter provided.

15:02 (a) Effective November 2, 1990, the seventy (70) cent per hour clock-card-add-on will apply to all individuals hired on piece work prior to January 17, 1985, when they earn on piece work one cent per hour in excess of the factory minimum rate.

15:02 (b) Effective November 2, 1990, the thirty-five (35) cent per hour clock-card-add-on will apply to all individuals hired on piece work after January 17, 1985, but prior to November 2, 1990, when they earn on piece work one cent per hour in excess of the factory minimum rate.

15:02 (c) The clock-card-add-on's are applicable to those individuals earning on piece work one cent per hour in excess of the production employee's minimum hourly rate.

15:02 (d) The clock-card-add-on will not apply to employees hired or rehired after November 2, 1990.

15:03 (a) Effective October 29, 1993 all optimum and hourly rates will be increased by two (2) percent.

15:03 (b) New minimum for production employees:

Effective 10/30/92 \$7.00 per hour

15:03 (c) The warehouse and daywork hourly rates are:

CLASSIFICATION	STARTING		THREE MONTHS		SIX MONTHS	
	<u>10/30/92</u>	<u>10/29/93</u>	<u>10/30/92</u>	<u>10/29/93</u>	<u>10/30/92</u>	<u>10/29/93</u>
Order Pickers						
General	\$7.00	\$7.00	\$8.16	\$8.32	\$8.49	\$8.66
Stock Clerks						
Leather	<b>\$7.00</b>	<b>\$7.00</b>	\$8.88	\$9.06	\$9.24	\$9.42
Other	<b>\$7.00</b>	<b>\$7.00</b>	\$8.16	\$8.32	\$8.49	\$8.66
Truck Drivers	\$7.00	\$7.00	\$9.15	\$9.33	\$9.52	\$9.71
Die Department	\$7.00	\$7.00	\$8.88	\$9.06	\$9.24	\$9.42

MULTI SKILLED OPERATOR & UPPER STOCK CLERK

	START		THREE MONTHS		SIX MONTHS	
	<u>10/30/92</u>	<u>10/29/93</u>	<u>10/30/92</u>	<u>10/29/93</u>	<u>10/30/92</u>	<u>10/29/93</u>
	<b>\$7.00</b>	\$7.00	\$9.25	\$9.44	\$9.62	\$9.81

INSPECTOR, LASTING, PACKING, RETURN SHOES, BACK SHOE CUTTER/LASTING,  
 LINING STK CLERK, STOCK CLERK, NIGHT CLEANER, CONSOLE/EXPEDITER,  
 SORT & TIE UP, FITTING BACK SHOES, FITTING, PACKING

	START		THREE MONTHS		SIX MONTHS	
	<u>10/30/92</u>	<u>10/29/93</u>	<u>10/30/92</u>	<u>10/29/93</u>	<u>10/30/92</u>	<u>10/29/93</u>
	<b>\$7.00</b>	\$7.00	\$8.67	\$8.84	\$9.02	\$9.20

NOTE 1. For above rates union increase will not be added to starting average.

NOTE 2. The six months rate of each classification will be the line average for bidding purposes to jobs listed in that classification.

NOTE 3. If the line average of the successful bidder exceeds the start rate of the day work job on which he has bid, he will be compensated at the line average for one (1) or two (2) weeks Standard bidding procedures then will revert to the start rate until he has been on the job for three (3) months, at which time he will be compensated at the rate of his former line average in lieu of the 3 month rate or at the 3 month rate, whichever is higher.



15:04 (a) The Company shall have the right to establish wage rates on new or changed operations or new patterns. The Company agrees that any new rates will be set in equitable relationship to other properly established departmental rates having regard to the variance in skill, effort, responsibility, incentive opportunity and working conditions between jobs. The Union shall have the right to challenge any such rate by filing a grievance not later than sixty (60) days after the establishment of the rate. Failure to challenge a rate within the said sixty (60) days shall result in the forfeiture of the right to proceed further. Any rate on a new or changed method or pattern which is adjusted as the result of negotiation or arbitrations shall be made retroactive to the date of its establishment. Whenever the straight time hourly average earnings on any job falls below the optimum rate applicable to said job, the Company, when requested by the Union, shall determine the cause of same by study of methods and working conditions and/or by the making of time studies. The result of such investigation shall be made available to the Union. In the event the Union disputes the result of such investigation, the rate or rates shall be subject to negotiation or arbitration and the revised rate or rates shall be made retroactive to the date the rate was submitted to the Company for investigation.

15:04 (b) The union will be advised as to any changes from original rates applied to each pattern by means of a sequence change or typed memo. Should these records not be kept current and in an orderly manner, or if a conflict should occur with the appointed

Union recipients normal work schedule this privilege will be discontinued.

In addition it has been agreed that the records will not be taken from the **Factory** and will be kept in a location provided by the Company close to the recipients work area.

15:04 (c) Copies of sequences and piece rate listings will be provided as new patterns/rates are applied.

15:04 (d) In instances where the Company, by means of comparing existing time studies with new time studies, are able to prove to the Union that due to clerical errors or creeping change, certain rates have become out of line, such rates shall be changed under the following rule:

Any employee working on rates found to be out of line shall have such rates Red Circled for as long **as** they are on such jobs or for as long as the job exists whichever terminates first. Such Red Circled employees shall be entitled to the same increases in rates and base wages as other employees. The adjusted rates shall apply to new employees to the job. **New** employees to the job will be advised in advance of accepting the job of the adjusted rates.

15:05 The Company shall have the right to change the basis of payment from hourly rates to piece rates or vice versa, providing that this shall not result in the reduction in hourly earnings of any employee who is able to produce at a normal hourly standard of production. The Union shall have the right to challenge any such rate not later than sixty (60) days after the establishment of the rate.

15:06 (a) Employees temporarily assigned to another job, while work is available on their regular job, shall be paid at the piece or hourly rate applicable thereto but shall be guaranteed no less than their average straight time hourly average for all work performed thereon. A temporary transfer under this provision is one of no more than thirty days, unless extended by mutual agreement.

15:06 (b) If employees are to be laid-off on their own jobs, they may accept temporary assignment on other jobs in the plant and shall be paid at the rate applicable to said job.

15:07 In the event employees are required to work on a new or changed operation, or are transferred under clause 8:04 they shall be guaranteed one hundred percent (100%) of their hourly average for the first 120 hours worked thereon. If, at the end of this period, a piece rate has not been established, the guarantee shall be continued until the rate has been given to the operator.

15:08 (a) should an employee, (employees), due to normal work flow interruptions be without work for a period of ten (10) minutes, he/she will be entitled to waiting time payments.

Should an employee (employees), due to abnormal work flow interruptions (interruptions not encountered during the everyday work period - eg. power failure) be without work for a period of twenty minutes, he/she will be paid waiting time or be permitted to leave the factory.

An operator will be required to report to his/her immediate supervisor at the time he/she is without work and also after his/her waiting period has elapsed. All waiting time payments will be on the basis of straight time hourly average.

15:08 (b) New - "green" slips will be submitted to the employee on the day of occurrence.

ARTICLE XVI

PRODUCTIVITY

16:01 In the case of a change in product or a change in the construction of a machine or technological change, or an increase in the work load, the Company will notify the Union of the Nature of the change prior to the date the proposed change is to be put into effect. Such notification shall be given as soon as management has reached its decision.

ARTICLE XVII

HEALTH AND WELFARE

17:01 (a) Brown shoe Company of Canada Ltd. pays the Employee Health Tax.

17:01 (b) The extended Health Plan payments will be revised as of January 1981, at which time the Company will absorb seventy-five (75) percent of the monthly premiums.

17:01 (c) Effective immediately upon the ratification of this proposal, the Company shall take necessary steps to implement a Dental Plan, with coverage as the current Metropolitan Life provides. Effective as of the first billing the benefits will be based upon the 1992 ODA Schedule of fees for the duration of this contract.

The cost of this plan shall be on a Company fifty (50) percent, employee fifty (50) percent basis.

Any premium cost increase will be shared on a 65/35 basis by the Company and the Employees.

The Company and Union will meet with the insurance carrier to discuss terms for permitting, at no cost to the company, employee discontinuance and re-instatement of dental coverage.

17:01 (d) Life insurance coverage and weekly benefits will be as follows:

	<u>Life Insurance</u>	<u>Employee Monthly Contribution</u>
All employees with 60 days service	\$10,000	\$1.50

All employees must re-enroll in the above coverage **as a** condition of employment.

17:01 (e) Effective September 1, 1972 the weekly indemnity benefit will be sixty-six and two thirds percent of an employees four week average prior to the claim, at no additional cost to the employee. The maximum payment will be as provided by U.I.C.

The benefit will be payable for a maximum of seventeen (17) weeks to those individuals that have completed the probationary period. Payments will begin on the day of disability in case of accident and on the first day if hospitalization of three consecutive days, is required. Outpatient services that require utilization of hospital services will be treated **as** being hospitalized. Payments will begin on the fifth day of sickness.

Payments will be made:

- (1) If the individual is being treated by a physician.
- (2) If the individual, in **cases** of anxiety and depression, is treated by a specialist in that regard (ie; a psychiatrist/psychologist) after receiving payments for three weeks.

payments will not be made;

Due directly or indirectly to any one or more of the following:

- (1) Intentionally self-inflicted injury.
- (2) Participation in or consequence of having participated commission of an assault or a felony.
- (3) Pregnancy-Meaning (a) the state of being pregnant (b) child birth.

successive Disabilities

If a re-occurrence of the same disability, it must be separated from the original disability by twelve weeks of continuous active employment for it to be considered as a new period of disability. If, however, a disability arises from an entirely unrelated cause, it will be considered a new period of disability if the employee has returned to work for 5 consecutive days or more.

In the case of a leave of absence for illness, the company may require the employee to report to a physician from time to time for confirmation of the original or subsequent diagnoses, such visits shall be paid for by the Company.

The Company and Union will explore availability and cost of long term disability coverage - at no cost to the Company.

17:02 The company and employees will continue to share the cost of the Canada Pension Plan on the basis of 50% each at the established rate of 1.8% of earnings.

17:03 The Company shall take reasonable provision for the safety and health of the employees during working hours.

17:04 The employee; will share, at the rate of five twelve's, any premium reduction that may occur, because of the agreement with the U.I.C. sick benefit program.

17:05 Effective May 1989 the Company will implement a Registered Retirement Savings Plan (RRSP) under the following conditions:

- 1) The Company will contribute a maximum of twenty (20) cents per employee for all hours worked provided that Company contributions will not be made unless matched by the individual employee.
- 2) Individual employees may make contributions in excess of twenty (20) cents per hour as applicable laws and rules permit. Such Contributions will not be matched by the Company.
- 3) The Company shall have the exclusive right to determine the Administrator and administrative detail of the Plan and to determine the allocation of amounts contributed by the Company.
- 4) Plan administrative fees, such as fees for withdrawal, shall be borne by the employees.
- 5) An annual meeting will be held between the Company, the Union and the financial organization concerned with the pension to determine the status of the pension. The meeting should be held at least 2 months prior to the anniversary date of the contract.

17:06 Effective with the first Friday following ratification by Union, the Company will deduct two (2) cents per hour per employee and remit same as directed by the Union for the United Textile Workers Benefit Plan.

ARTICLE XVIII

NOTICES

18:01 Except wherein otherwise provided, any notice which either party desires or is required to give to the other shall be given by prepaid registered mail as follows:



If given to the company: Mr. R. G. Dickson  
Manufacturing Administrative Manager  
Brown Shoe Company of Canada Ltd.  
1857 Rogers Road  
Perth, Ontario, Canada  
K7H 3E8  
(copy to Plant Superintendent)

If given to the Union: United Textile Workers of America  
360 St. Paul Street  
St. Catherines, Ontario, Canada  
L2E 3N2  
(copy to secretary of Local)

ARTICLE XIX

TERMINATION—

19:01 Unless changed by mutual consent the terms of this agreement shall be binding upon the parties hereto from October 31, 1992 until October 28, 1994 and thereafter from year to year unless either party gives the other party written notice of termination or amendment not more than 90 days and not less than 30 days prior to the expiration date.



19:02        If pursuant to negotiations, an agreement on the renewal of amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall continue until a renewal thereof or a new Agreement is consumated, or until the conciliation proceedings prescribed under the Labour Relations Act of 1960, Chapter 202 and amendments thereto have been completed, whichever should first occur. IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized official or representatives as of the day and year first above written.

BROWN SHOE COMPANY OF CANADA, LTD.

UNITED TEXTILE WORKERS OF AMERICA

FOR THE COMPANY:

FOR THE UNION:

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