

# AGREEMENT

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NO. OF EMPLOYEES	

between

NOMBRE D'EMPLOYÉS	
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**CANSTAR SPORTS GROUP INC.**

and

**LOCAL 308**

AMALGAMATED CLOTHING AND

TEXTILE WORKERS UNION

**AFL - CIO. CLC.**



EFFECTIVE: MARCH **29, 1994**

TERMINATION: MARCH **28, 1997**

**00800 (05)**

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## A G R E E M E N T

This Agreement made and entered into this **11th** day of July **1994**, by and between **Canstar Sports Group Inc.** hereinafter called the "Company" of the first part, and the **Amalgamated Clothing and Textile Workers Union, AFL - CIO. CLC. Local 308**, thereof, hereinafter called the "Union" of the second part, for the employees represented by the Union as set forth in Article II, Subsection **2.02**

### **ARTICLE I**

#### PURPOSE

**1.01** The parties agree that it is mutually beneficial and desirable to promote a friendly spirit of co-operation between the Company and employees and to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions to obtain efficient operations, to provide safe and healthy working conditions for employees and to provide machinery for the adjustment of disputes which may arise between the parties hereto.

**1.02** The Union and the Company believe that their mutual welfare depends upon the extent to which the public accepts the Company's products; the acceptance of these products depends on the extent of satisfaction with their quality, service and prices to provide quality products in the safest, most practical and economical manner that may be developed.

**1.03** It is understood that the terms and conditions of this Agreement shall apply to all employees without discrimination.

### **ARTICLE II**

#### RECOGNITION

**2.01** Whenever the masculine gender appears in this Agreement, it shall be construed as meaning male or female, unless the context in the clause requires otherwise.

**2.02** The Company recognizes the Union as the sole and exclusive bargaining agent for all hourly paid and incentive paid employees of the Company at its plant located at **445 Dobbie Drive, Cambridge, SAVE AND EXCEPT**. Assistants to the **Foreperson**, Assistants to the Forelady, all' persons above the rank of Assistants to the **Foreperson/Forelady**, section leaders, clerical and office staff or salaried employees including, among others, instructors, shoe designers, production and quality control men, shipper-receivers, maintenance men, sales staff and students temporarily employed.

a) If any of the manufacturing activities at the manufacturing facility located at **445 Dobbie Drive, Cambridge, Ontario** are moved to a location within a **50 km.** radius, the Union shall retain bargaining rights for employees who work on such activities.

## ARTICLE III

### RELATIONSHIP

**3.01** As at the signing of this Agreement, the parties hereto mutually agree that any employee of the Company covered by this Agreement must become a member of the Union.

**3.02** There shall be no discrimination, interference, restraints, coercion or intimidation by the Company or the employees or the Union or its members, with and in respect to Union Membership, non-membership or Union activity. Neither shall there be any discrimination against any employee because of race, creed, colour, sex or national origin.

**3.03** The Union will not engage in union activities during working hours without first notifying the appropriate supervisor(s) and receiving his/their permission. Such permission will not be unreasonably denied. The Union recognizes that the purpose of the employees in entering the premises of the Company is to perform the duties for which they were hired and to carry out such work as the company may see fit to assign.

**3.04** All present and new employees hired into the bargaining unit shall, as a condition of employment, join the Union

and maintain membership in the Union by paying regular monthly union dues in an amount not less than the minimum specified by its Constitution. Such dues shall commence on the first complete pay period.

In addition, new employees shall sign an application card in duplicate and shall pay an initiation fee, which shall be an amount equivalent to one month's Union dues following one month's employment.

Deductions for union dues will be made from each **bi-weekly pay** and the **money** so deducted will be remitted to the Ontario Joint Council. **At** the time of making such remittance, the Company shall specify the employees from which such deductions were made.

The Company shall also list the names of employees who have left the **employment** of the Company and who have been transferred **outside** of the bargaining unit. Such list will be attached to the Union Dues and given to the Ontario Joint Council. Such list to specifically **categorize** the reason for each termination. (eg. quit, discharge, lay-off with valid recall rights, etc.) No codes or the word "other" are to be used.

Barring any emergency, the Company will provide pay cheques on a payday Thursday following a Monday Statutory Holiday within the same week.

The Company agrees to include on the Income Tax (T4) Form the amount of Union dues deducted from each employee during the preceding calendar year.

The Company will provide the Secretary-Treasurer with an updated seniority list every two (2) months.

**3.05** Authorization for Union deductions shall be automatically revoked upon:

- (a) Termination of employment.
- (b) Transfer of employment into an occupation outside the bargaining unit.

**3.06** The Union shall indemnify and save the Company harmless from all claims, suits, **judgements**, attachments and

from any other form of liability as a result of the Company making deductions in accordance with the foregoing **authorization** and assignments, and the Union will refund direct to all employees on whom a wrongful deduction was made.

## **ARTICLE IV**

### MANAGEMENT RIGHTS

**4.01** The Union acknowledges that it is the exclusive function of the Management of the Company to manage the industrial enterprises in which the Company is engaged, and to determine the number and location of Plants, products to be manufactured, methods of manufacturing, schedules of production, methods and patterns of work, kinds and location of machines and tools to be provided as outlined in this Agreement (i.e. Article XX, Clause **20.16**), processes of manufacturing and assembling, engineering and design of its products, and to control the materials and parts to be incorporated in the products produced.

**4.02** The Union acknowledges that it is the exclusive right of the Management to decide standards of quality, to use improved methods, machinery and equipment, to decide on the number of employees needed by the Company at any time, to determine the qualifications and duties of its employees, to change the method of compensation of employees from piece ~~or incentive rate to time or hourly rate or vice-versa~~, to establish new job classifications and rates of pay therefore, as and when, in its decision, circumstances require, and to decide any other matter directly affecting the management of the industrial enterprises.

**4.03** The Union acknowledges that it is the exclusive right of Management to establish, revise and enforce rules and regulations to be observed by the employees as outlined in Appendix "A" of this Agreement and to maintain order, discipline and efficiency. It is agreed that before altering any rules and regulations, the Company will first discuss same with the Union.



**4.04** The Union further acknowledges that it is the exclusive right of Management to hire, classify, reclassify, transfer, promote, demote or discipline employees, suspend or discharge for just cause, to relieve employees of their duty because of the lack of work, or for any other legitimate reasons.

**4.05** It is understood that the Management rights set forth in this Agreement are subject to the remaining provisions in this Agreement and will not be exercised in a manner inconsistent with these provisions. It is further agreed that the Management rights set forth in this Agreement will not be applied in an arbitrary or discriminatory manner.

**4.06** It is understood and agreed that none of the rights set forth in the Agreement will be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE v  
UNION STEWARDS

**5.01** The Company acknowledges the right of the Union to appoint or otherwise select stewards, or acting stewards as follows:

<b>RMWH/Cutting/Protective</b>	
Cutting Departments	1 Steward
<b>Prefit/Fitting</b> Departments	2 Stewards
Lasting Department	1 Steward
Finishing Department	1 Steward
Protective Fitting Department	2 Stewards
Evening Shift	1 Steward

In the event that a department listed above enlarges significantly over the present level of enrolment or a new department is created, the Union may approach the Company with the objective of adding an additional steward, or acting steward or acting stewards. Such request will not be unreasonably denied by the Company. It is agreed that 'this provision will not be abused by the local Union.

**5.02** The Company further acknowledges the right of the Union to appoint or otherwise select one alternate for each steward or acting steward. Such alternate will be **authorized** to act on behalf of the steward only during the stewards absence.

**5.03** AU stewards, acting stewards and alternates shall have seniority with the Company during their term of office.

**5.04** The name of each steward, acting steward, and alternate and the department which they represent shall be given to the ~~Human Resources Manager in writing and the Company~~ shall not be required to **recognize** such stewards, acting stewards, and alternates until it has been notified in writing by the Union of the name and jurisdiction of the stewards, acting stewards, and alternates.

**5.05** The Company agrees that it will in no way hamper the freedom of the elected officers and stewards of the Union on Union business, so long as such movements are made with the ~~permission of the Foreperson of the Department in which the~~ elected officer is employed and with the permission of the Foreperson of the Department to which the elected officer may move, if other than the one in which he is employed; and such permission will not be unreasonably denied. It is understood that no payment will be made for such Union business except as provided in **5.06 (b)**. Union business as defined in the Clause **5.05** is solely for the investigation or handling of grievances.

**5.06** (a) ~~Time spent by accredited Union representatives~~ and/or other employee(s) to attend meetings called at the Company's request shall be paid for by the Company provided:

- I. such meetings are scheduled during the normal working hours of the accredited Union representatives and/or other employee(s) and,
- II. said representatives and/or other employee(s) are prevented from continuing their work in order to attend such meetings.

Such payment will be at average hourly earnings as outlined in Section **11.11** of Article XI. It is understood that grievance

meetings, other than those called in accordance with Clause 9.01 are not considered as being meetings called at the Company's request. Grievance meetings will commence no later than 2:30 p.m. at Step 2. Step 3 will be mutually agreed upon with the Company and the Business Agent. It is clearly understood that only 2 grievors will attend the meeting.

- (b) Time spent by Stewards involved at Step #1 of the grievance procedure will be paid at straight time average hourly earnings and accumulated as part of the hours of eligibility under Clause 5.06 (c).
- (c) Time spent by the Grievance Committee and Steward as provided in 6.06 shall be paid for grievance meetings with the Company at Steps 2 and 3 of 6.04 which are held during the normal working hours of the Grievance Committee members and steward during their regularly scheduled workday, will be paid at the average hourly earnings to a maximum of one hundred (100) hours per year. Payment for meetings that commence at 2:30 p.m. will be made to 3:30 p.m.

The Company will pay for the lost time of a grievor for attending a Union/Management grievance meeting should the grievance be settled in favour of the grievor.

- (d) It is understood the Company will pay the Union Executive and Stewards for all lost time, when attending Union/Management meetings, and the Union shall reimburse the Company for lost time which is not paid for solely by the Company.

**5.07** In the event of management staff changes within the plant where a general notice of appointment or responsibility is issued, a copy of such notice will be forwarded by the Human Resources Department to the senior elected Union Official for the purpose of information only.

**5.08** The Company will permit any officer and/or steward of the Local Union to take incoming telephone calls from the Union's office. It is understood that this privilege will not be abused.

## ARTICLE VI

### GRIEVANCES

**6.01** A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed to comply with an obligation assumed by it under the terms of this Agreement, and which involves either (1) a dispute as to the facts involved, (2) a question concerning the meaning, interpretation, scope or application of this Agreement, or (3) both.

**6.02** The parties to this Agreement recognize that the grievances shall be settled promptly and as close to the source as possible. Further, both parties will endeavour to present all the facts relating to the grievance at the first step in the grievance procedure. Grievances not presented to the Company in keeping with the limits specified hereinafter, or not carried to the next step within the time limits specified shall be deemed to have been abandoned and may not thereafter be raised except by mutual consent of the parties. Grievances not answered or an extension not obtained within the time limits specified shall be deemed to be settled in favour of the grievor.

**6.03** No complaint or grievance shall be considered:

- a) which clearly usurps the function or rights of Management;
- b) where the circumstance giving rise to the complaint or grievance occurred or originated more than ten (10) working days prior to the filing of the complaint or grievance.

#### **6.04** EMPLOYEE GRIEVANCES

Prior to submission of a grievance in writing, any employee who believes that he has a justifiable complaint shall discuss and attempt to settle it with his Foreperson with his Departmental Steward being present. The Foreperson will make known his decision within one (1) working day. This shall be deemed as Step No. 1 of the grievance procedure and must be adhered to. If an agreement cannot be reached between the employee, Steward and Foreperson, the complaint may be treated as a formal grievance and appealed to Step No. 2.

The grievance shall be reduced to writing on forms supplied by the Union which shall also cite the clause(s) violated, dated and signed by the employee(s) concerned and the proper Union Steward. The Union Representative shall forward two (2) copies to the Human Resources Department, one (1) copy to the grievor and one (1) copy for the Union files.

It is agreed that the employee involved (i.e. the grievor) and the Steward involved will be present at Step #2 of the grievance procedure.

**Step #2** Notice of appeal must be given in writing to the Human Resources Department within five (5) working days from the date of the Foreperson' decision. The Plant Manager or his designated representative with the Human Resources Manager or his designated representative will discuss and try to settle the grievance with the grievance committee within five (5) working days after receiving the appeal. A decision in writing shall be rendered within two (2) working days after the meeting(s) of the Step #2. Grievances not adjusted at Step #2 may be appealed to Step #3. It is agreed that the employee involved (i.e. the grievor) and the Steward involved may elect to be present at Step #3 of the grievance procedure.

**Step #3** Notice of Appeal must be given in writing to the Human Resources Department within five (5) working days from the date of the written decision of the Plant Manager/Human Resources Manager. The Vice-President Manufacturing and the Regional Representative shall discuss and attempt to settle the grievance with the Grievance Committee and the Managers of the Plant and Human Resources within five (5) working days after receiving the appeal. A decision in writing shall be rendered within two (2) working days after the meeting(s) of this Step #3.

**6.05** It is agreed that any of the time limits specified in Article VI, Clause 6.04 (Employee Grievances) may be extended by mutual agreement between the parties. Such mutual agreement must be dated and signed by both the Company and Union representatives.

**6.06** It is agreed that the Union shall select up to three (3) employees, one of who shall be chairman, and that these employees shall constitute the Union grievance committee. The Union also agrees to notify the Manager of Human Resources in writing of the names of the employees so selected and of any changes in said committee members.

**6.07** Any settlement reached in individual negotiations shall be consistent with the provisions of this Agreement and meet with the approval of the Union.

**6.08** Each of the parties hereto agrees that any grievance not satisfactorily settled after Step No. 3, and if the grievance is one which concerns an alleged violation or misinterpretation of this agreement, may be referred to a Board of Arbitration at the written request of either of the parties as laid down in Article VII, Clause 7.01

**6.09** The foregoing pertains to grievances other than rate grievances. The procedure for settlement of rate grievances is set out in Schedule "A" to this contract dealing with wages which hereby forms a part of this contract.

## ARTICLE VII ARBITRATION

**7.01** Any grievance which has not been settled to the satisfaction of both parties may be submitted to arbitration by either party within but not more than fifteen (15) working days after completion of Step No. 3. When either party to this Agreement requests that a grievance be submitted to arbitration, they shall make such request in writing and address same to the other party. Within five (5) working days of receipt of this notice each party shall appoint an arbitrator and notify the other party of its appointee. The two arbitrators so appointed shall select a chairman of the arbitration board within five (5) working days. In the event of failure to agree upon a chairman either or both parties shall make application to the Minister of Labour for Ontario or the Labour Arbitration Commission asking that an experienced arbitrator be nominated from the Province of Ontario.

**7.02** The decision of a Board of Arbitration or a majority thereof constituted in the above manner shall be final and binding on both parties and on the employees.

**7.03** The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter, modify or amend any part of this Agreement.

**7.04** Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the said parties will jointly bear the expenses of the Chairman of the Arbitration Board.

**7.05** The method of arbitrating rate grievances is set out in Schedule "A" to this Agreement, which is part of this Agreement.

**7.06** Nothing in this Article shall preclude either party from applying for a single arbitrator in relation to Section 46 of the Labour Relations Act, Ontario.

## ARTICLE VIII

### DISCHARGE CLAUSE

**8.01** In the event that an employee who has attained seniority is discharged from employment and he feels that an injustice has been done, he shall have the right to appeal his case in accordance with the grievance procedure set forth in Section 6.04 of Article VI. Such appeal must be in writing addressed to the Company, and must be in the Company's hands no later than ten (10) working days (Saturday and Sunday excluded) after the effective date of this discharge. All discharge grievances will commence at Step #3 of the grievance procedure.

**8.02** If such discharge is found to be unjustified, the employee shall be reinstated to his former job and shall be compensated for hours lost from scheduled work, plus any scheduled overtime hours less any penalty which is just and equitable and mutually agreed upon between the conferring parties.

**8.03** When an employee has been given notice of dismissal or suspension, he shall have the right to interview his Steward

and/or Senior Union Official for a reasonable period of time before leaving the plant premises, the interview to take place in private in such place as the Management designates.

**8.04** In the event an **employee** terminates his **employment** by walking off the job and **requests** reinstatement to his **Plant Manager/Plant Superintendent** within two **(2) working** days, he may be reinstated-without loss of seniority.. It is understood that the **Plant Manager/Plant Superintendent** will have **Union Representation** present at this **meeting** when reinstatement is requested. The person requesting **reinstatement** will be asked by the **Plant Manager/Plant Superintendent** if he wishes the **Union Representative** to remain for the duration of the meeting.

It is understood that the administration of this Clause will not be exercised in an arbitrary or discriminatory manner.

## **ARTICLE 1x**

### **MANAGEMENT GRIEVANCES AND UNION GRIEVANCES**

**9.01** It is understood that the Management may submit to the Union any complaint with respect to the conduct of the Union, its officers or stewards and members. Such a complaint by the Management **will** be taken up at Step No. 2 of the grievance Procedure at any time within ten **(10)** working days after the circumstances **giving** rise to said complaint and if not settled to the mutual **satisfaction** of the conferring parties, it may be referred to arbitration in accordance with Article VII of this Agreement.

**9.02** A Union Policy grievance which is defined as an alleged violation of this Agreement concerning the Union itself or all of a group of employees in the bargaining unit may be brought forward by the Union in writing at Step No. 2 of the Grievance Procedure at any time within ten **(10)** working days after the circumstances giving rise to such policy grievance occurred.



ARTICLE x

**NO STRIKES • NO LOCKOUTS**

**10.01** The Union agrees that during the life of this Agreement there shall be no sanctioned or condoned strike, stoppage, slowdown of work, picketing or work interference of any kind arising from any activities.

**10.02** The Union further agrees that if employees engage or participate in an unsanctioned strike, stoppage, slowdown of work, picketing, or work interference of any kind arising from any activities, then the Union upon receiving notice thereof will, in good faith, immediately contact the employees involved and instruct them to cease such activity at once and use all efforts at the Union's command and within its power to see that they do so.

**10.03** The Union and its members individually and collectively agree that if there is any unsanctioned strike, stoppage, slowdown of work, picketing or work interference of any form or kind for any reason whatsoever, the Company may discharge or otherwise discipline any employee or employees who may instigate, actively support, give leadership to or participate in such activity; and in any grievance or arbitration procedure arising from **disciplinary** action taken pursuant to this section, the sole question shall be whether the disciplined employee engaged in the activity for which he was disciplined.

**10.04** The Company agrees that during the term of this Agreement there shall be no lockouts; provided, however, that neither this provision nor any other provision of this Agreement shall be construed as requiring the Company to stay in continuous operation, it being distinctly understood that the Company shall have the right at all times to reduce the number of hours of plant, shift or department operations, to close all or any part of the plant or department in order to prevent an **accumulation** of inventory, or because of necessary repairs or the taking of inventory, or shortage of raw materials or equipment necessary for the operation of the plant or departments or any other causes in the discretion of the Company.

**10.05** Should the Union claim that a cessation of work constitutes a lockout, it may be subject of a grievance and taken up with the Company at Step No. 2 of the grievance procedure as provided in Article VI.

## ARTICLE XI

### HOURS OF WORK AND OVERTIME

**11.01** (a) The standard day shift workweek shall consist of forty (40) hours per week to be worked five (5) days - Monday to Friday. The day shift shall start at 7:00 a.m. and finish at 3:30 p.m. with an unpaid lunch of one-half (1/2) hour.

The evening shift workweek shall consist of forty (40) hours per week to be worked four (4) days - Monday to Thursday. The evening shift shall start at 3:30 p.m. and finish at 2:00 a.m. with an unpaid lunch period of one-half (1/2) hour. It is understood and agreed that the Company may change the evening shift hours for work upon one (1) month's notice.

(b) It is understood and agreed that certain employees designated by the Company may, as a result of production or delivery requirements, be required to stop and start work at times other than those set out above as the normal day hours, in such cases the employees will work such hours as directed.

**11.02** (a) The Company does not guarantee to provide work for the standard workday, or workweek, or for any other hours. It is recognized that certain work schedules may be less than the standard workday or workweek and that the Company may change work schedules on a group, departmental or plant basis.

(b) The Plant management will advise senior Union official in the Plant in writing of those employees required to work on other than their normal working hours on a permanent or temporary basis. It is understood that the temporary period is not to exceed eight (8) working weeks duration.

**11.03** The Company will designate the appropriate starting and stopping times of each shift; of the lunch and rest periods for each shift; and may stagger such times between the various

departments, and between groups of employees or individuals within a department. It is agreed that before altering starting and stopping times, lunch and rest period, the Company will first discuss the same with the Union.

**11.04** (a) The Company agrees that employees will be allowed two (2) ten minute rest periods on each shift. These times are not to be exceeded. Employees will leave their work station when the buzzer signals the start of the rest period and return to their work station immediately when the buzzer signals the end of the rest period. In the event that the plant population increases resulting in canteen congestion, the Company will alter canteen facilities accordingly or stagger break times to alleviate canteen congestion.

(b) An employee required to work two (2) hours overtime after having worked a full shift will be allowed a paid ten-minute rest period prior to the start of the daily overtime requirement. Overtime requirements in excess of one (1) hour but less than two (2) hours under this Clause 11.04(b) would require a paid rest period of five (5) minutes prior to the start of the overtime requirement.

**11.05** All employees are allowed five (5) clock minutes to be paid at base rate earnings at the end of each shift to permit the clean-up of their work area and washing. It is understood that upon completion of the work area cleanup, employees may leave the department.

**11.06** The employee for whom no work is available will secure **authorization** from his Foreperson before leaving his Department.

**11.07** The Union recognizes that it is the function of the Company to schedule hours of work and that it is the employees obligation to work the hours scheduled, provided the hours scheduled do not violate both the Employment Standards Act of the Province of Ontario and the regulations thereunder and the provisions of this Collective Labour Agreement.

**11.08** The Company will endeavour to avoid the necessity of posting compulsory overtime by trying to satisfy their overtime needs on a voluntary basis first. If voluntary overtime cannot

fulfill the requirement the Company shall have the right to schedule overtime up to a maximum of four (4) additional hours in a week with not more than two (2) hours on any one (1) day.

It is further understood that compulsory overtime will not be scheduled more than once per month in any department.

It is agreed that all overtime work performed on a Friday, Saturday or Sunday will be strictly on a voluntary basis.

- a) Any overtime worked by an employee in excess of forty (40) hours of work and those hours as agreed above in any one week defined as Sunday to Saturday will be on a voluntary basis.
- b) An individual employee may be excused from working overtime which has been scheduled for him. However, refusal to excuse an employee from working over time will not be exercised in an arbitrary or discriminatory manner.
- c) Employees required to work overtime will be given at least 24 hours notice except in the case of a definite emergency. The Company will endeavour to give notice on the Friday prior to the scheduled weekly requirement.
- d) Whenever possible overtime on a production job will be shared on a rotating seniority basis.

**11.09** Hours worked in excess of eight (8) in any one day shall be considered overtime except for time spent in meetings. However, time lost from the employees standard shift due to attending meetings at the plant shall be considered a part of normal shift hours in determining overtime on his regular workday.

If an employee, except as covered under 11.03 above, has been instructed by the Company to start work later than his normal start time, his normal start time shall be used as a base to calculate hours worked in excess of eight (8) in any one day.

**11.10** (a) The rate of overtime for incentive workers will be incentive earnings produced during overtime period worked plus one-half (1/2) of average hourly earnings produced by the employee during the last quarter, as outlined in Clause 11.11 of this Article, for the number of overtime hours worked.

- (b) The rate of overtime for hourly-rated workers will be time and one-half of current hourly rate.

**11.11** Average hourly earnings shall mean total earnings, including shift premium but excluding overtime premium, Statutory Holidays, Vacation Pay, and all bonuses paid the employee during the previous calendar quarter, divided by the total hours worked during said quarter.

It is clearly agreed that any employee doing his/her own rework for which no payment has been made will be excluded from the current calendar quarter calculation. It is understood that the onus is on the employee involved to insure that his/her Supervisor has clearly documented on the employee's pay sheet the starting and stopping times of such rework. The terms of this clause will not apply to any employee who is on a training -allowance. Those employees so affected will receive payment at 100 pay performance.

**11.12** An employee working on a Sunday shall be paid two (2) times hourly rate or hourly incentive earnings produced (whichever is applicable) for the job for all hours worked.

## ARTICLE XII

### WAGES

**12.01** During the term of this Agreement, the Company and the Union agree that all payments will be made in accordance with the rates of pay set forth in Schedule "A" hereto which is hereby made a part of this Agreement.

**12.02** Hourly-rated jobs are listed in Schedule "A", Article I of this Agreement.

1. One hourly rate of pay will be shown for each Group (i.e. no rate ranges as at present).
2. An employee hired into an hourly-rated operation will be hired at a rate consistent with the terms of Schedule "A", Article IV of this Agreement but such rate will be less than the rate referred to in 1. above.

3. Following eight (8) working weeks assignment on the hourly-rated job and depending upon satisfactory performance the employee will be raised from the starting rate referred to in 2. above to the rate of the applicable Group referred to in 1. above.
4. Should the employee, based on Management's evaluation, become fully qualified to perform the job for which he was hired in less than eight (8) working weeks, he will receive the applicable Group rate at the time of qualification.

## ARTICLE XIII

### SENIORITY

**13.01** The Company values and appreciates faithful service of employees with long seniority and will endeavour to provide continuity of employment and preference in advancement in accordance therewith. Preference in advancements shall be determined on the length of service of the employee with the Company and the employee's qualifications for the job.

**13.02** A newly hired employee will be considered probationary for the first eight (8) working weeks of his employment and will have no seniority rights during that period. After the eight (8) working week period, his seniority shall date back to the day on which his employment began. Unless otherwise specified, seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Company. The term "working week" excludes complete calendar weeks of annual vacation, leaves of absence and lay-off only. This probationary period may be extended upon mutual agreement between the Company and the Union.

**13.03** Regardless of length of service, a complete loss of seniority rights (Termination) shall be suffered by an employee for any of the following causes:

- a) Voluntary termination of employment with the Company.
- b) Discharge for just cause.

- c) When recalled from lay-off, unless he notifies the Company within five (5) working days (after mailing notice) that he intends to return to work and unless he returns to work as soon as possible after receiving notice and in any event, within ten (10) working days after mailing of such notice by Company (copy of such notice will be given to the Senior Union Official in the plant).
- d) After a continuous period of lay-off of twelve (12) months for an employee having more than nine (9) months of seniority at the time of lay-off.
- e) After a continuous period of lay-off equivalent to the seniority an employee had at the time of lay-off for employees with seniority rights but less than nine (9) months of seniority at the time of lay-off

**13.04** Employees who have been laid off due to the lack of work and due to other reasons and subsequently recalled will have their length of service determined by the actual time they have been on the Company's payroll, provided such employees return to work when notified as provided for in Clause 13.03.

**13.05** Each employee on lay-off in order to benefit by the seniority provisions in this Agreement must keep the Company informed of his current address at all times by notifying Human Resources Department who will notify the Local Union Secretary-Treasurer in writing of such change.

**13.06** The Company will post seniority lists showing the Company seniority date by department of each employee. Such lists will be revised quarterly.

**13.07** A part-time employee shall not acquire or accumulate service for seniority purposes while employed as such. Under no circumstances shall a part-time employee replace or displace a union member and/or be hired while a union employee is on lay-off. Any part-time requirements will be first discussed with the Senior Union Official.

**13.08** Ability to meet the normal requirements of the job is defined as the potential to acquire the ability to produce the work which normally has to be done in a way which is in accordance with the standards of quality and quantity generally

accepted by the Company and in accordance with the provisions specified in the Job Evaluation Manual.

### **13.09 JOB POSTINGS**

When a permanent job vacancy occurs, notice thereof shall be posted for a minimum period of two (2) complete working days with a copy of the completed job posting form to be forwarded to the Senior Union Official in the plant and such completed form will specify the name of the applicant to whom the job was awarded. The successful applicant will be notified within two (2) days following removal of the postings.

Regular posting provisions do not apply to employees who sign job postings if:

- I. the employee has less than six (6) months seniority; or
- II. the employee has been transferred as a result of a previous job bid within the last three (3) months.

In such cases: it shall be the Company's right to decide if it is in the best interest to the parties to this Collective Agreement to transfer such employee and shall act accordingly.

The successful applicant shall be transferred to the posted position within one (1) month of the award. The Company will advise the Union of the reasons for any delay and an extension period will then be agreed upon.

**13.10** The Company shall be required to post the initial vacancy as well as all others created by the appointment of the initial vacancy up to a maximum total of five (5) postings.

### **13.11 LAY-OFF AND RECALL**

In cases of lay-offs likely to exceed five (5) working days, the employees affected will be notified three (3) working days in advance of the lay-off.

Dayshift employees affected by lay-offs of a shorter duration will be notified by 12:00 Noon of the previous working day. Evening shift employees will be notified by 10:30 p.m. of the previous working day. These notice provisions will not apply in cases of fire, flood, power failure or other like causes outside the control of the Company.



(a) INDEFINITE LAY-OFFS

In the event of a lay-off, the Company will meet with the Local Union Committee for discussion on the status of the employee(s) to be affected, and the Company will keep the Union Committee informed of any further changes of the lay-off.

It is understood that in the application of the procedure laid out below the Company will not exercise **judgement** in an arbitrary or discriminatory manner. It is also understood that for an employee to displace another, he/she must be able to perform the job according to:

- I. Seniority
- II. Potential to acquire the ability to meet the normal requirements of the job.
- III. Physically Fit.

When factors in II) and III) are relatively equal, factor I) shall govern.

For the purpose of applying this Article, the following departmental zones will be used:

Cutting  
**Prefit/Fitting**  
Lasting/Finishing  
**RMWH/ Protective Cutting/Protective Fitting**

It is understood that each step one (1) to five (5) of the following lay-off procedure will be applied by department first and the applicable zone second.

The procedure to administer layoffs will be as follows:

1. The displaced employee will first have the opportunity to displace the junior employee on the same job on the alternate shift (evening to clays, days to evenings). If this job does not exist or the affected employee chooses not to apply this step, the lay-off procedures below will be followed.
2. Part-time and probationary employees in the affected department/zone will be laid off first.

3. The displaced employee may apply for the job of the junior employee in the same job grade within his/her department/zone or elect to be laid off.
4. If the displaced employee cannot qualify under (3) above, the displaced employee may apply for the job the employee previously held if such job still exists, in the same or another department/zone provided said job is held by a less senior employee, or elect to be laid off.
5. Should the aforementioned job not exist the displaced employee may apply for the job of the junior employee in the next lower job grade within the department/zone or elect to be laid off.
6. If the displaced employee cannot qualify under the above, the displaced employee may apply for the job of the junior employee in the zone or elect to be laid off.
7. The junior employee in the zone, should he/she be displaced under (6) above, may apply for the job of the junior employee (i.e. with the least seniority) in the Plant provided such junior employee in the affected zone has more seniority than the junior employee in the Plant or elect to be laid off.

It is understood and agreed that a time worker (hourly-rated) may apply for incentive-rated jobs and vice versa.

it is understood and agreed that in the implementation of the procedures specified in items (1) to (7) above, not more than three bumpings are to apply as the result of any one displacement. The displaced employee as a result of a third bumping may apply for the job of the junior employee in the zone/plant or elect to be laid off.

When a job vacancy occurs it will be posted as per Article XIII, Clause 13.09. Employees who elected lay-off may apply for said job posting which will be filled according to Clause 14.09. Should a vacancy not be filled, the senior employee who elected lay-off from the zone where the posting applies will be recalled.

In the event that the job from which an employee was displaced due to the lay-off provision above becomes available within twenty-four (24) months of the displacement date, said employee may elect to be returned to **this** previously held position. Upon **expiry** of the twenty-four (24) month period the vacancy will be posted as per Article XIII, Clause 13.09.

#### (b) TEMPORARY LAY-OFFS

In the case of temporary lay-offs the senior displaced employee shall have the right to apply for any work that is available consistent with the provisions set out below.

1. Only qualified employees immediately capable of performing the available jobs are placed on the jobs during a temporary lay-off. However, the employee may elect to be laid off provided that no job that they are capable of performing remains unfilled.

Where the election(s) of lay-off results in a job being unfilled, the Junior qualified employee will be placed on this job and be paid consistent with the provisions of Article 13.12 (b).

A Senior employee who is to be laid off and believes the Company has erred in its judgement of the above, and promptly indicates same to his Foreperson, shall be offered one (1) day to prove he is able to perform the job.

2. Qualified employees shall be those employees who have previously performed the job on a piecework level or satisfactorily performed an hourly-rated job as specified below:

PERIOD OF LAYOFF	JOB PERFORMED WITHIN LAST
(a) 1 or 2 weeks	twelve (12) months
(b) 3 - 6 weeks	twenty-four (24) months
(c) 7 - 13 weeks	sixty (60) months

3. In order to establish the jobs employees are capable of performing, supervision in discussion with employees, will update Job Experience Cards to reflect the jobs each

employee has experience on and indicate those jobs which they have performed to niecework levels. The Job Experience Cards are to be updated on a continuing basis.

4. These arrangements shall not prevent the Company from removing any employee who, in spite of the records, does not perform at a reasonable level after a brief familiarization period and replace them with an employee capable of performing the job.
5. It is understood that when a vacancy occurs it shall be filled by the most senior employee originally displaced or laid off from that job under part (b) "Temporary Lay-offs". If the vacancy is not filled under this provision the most senior qualified employee on lay-off shall be recalled and placed on the job.

Prior to recalling the most senior qualified employee(s) on lay-off the Company shall meet with the Union Steward of the appropriate department(s) to discuss the selection of employee(s). At this meeting the Steward is expected to raise any foreseeable problems that may arise regarding the selection of the employee(s) subject to recall.

6. Employees performing other incentive jobs as a result of these provisions are to be paid based on actual earnings developed.

Employees performing other unrated or hourly jobs will be paid a temporary lay-off rate of \$9.18 per hour plus negotiated contractual percentage increase.

Payment due to temporary lay-off circumstances will not be included in the quarterly average calculation, therefore it must be clearly identified on the employee's paysheet.

- c) For the purpose of this section, the plants will be divided into the following departments:

Raw Material Warehouse	Fitting
Protective Cutting	Lasting
Protective Fitting	Finishing
Cutting	Specials

- d) It is understood that there may be some delay in making arrangements for the transfer to other jobs in the same or other departments of employees to be displaced from their jobs by reason of a lay-off or decrease in work force, but the provisions of this section will be implemented as soon as reasonably possible. It is agreed that the provisions of this Clause 13.11 (d) will not be abused by the Company.
- e) In the future should there be a lay-off of work force which would result in the combining of certain jobs amongst those members of the work force required to remain at work in accordance with Article XIV, Clause 14.09 of this Agreement during the time of such lay-off, the Company will meet with the Local Union Committee prior to the start of such lay-off to inform the Local Union of the reasons for the combining of such jobs and to list the names and job requirements of the employees required to work. At this meeting the Local Union Committee is expected to raise any foreseeable problems of work assignment or selection of employees to work during the period of lay-off.
- f) Any employee retained by the Company during a lay-off to perform non-bargaining unit work will be chosen on the basis of seniority. It is agreed that no employee will be penalized in any way if he declines the transfer to such non-bargaining unit work.

### **13.12 SLACK PRODUCTION PERIODS**

During a slack production period when the plant is required to continue in operation, the employees shall share the work on their operation until work on an operation falls below thirty-two (32) hours per week for the average of the employees on the operation for a period of three (3) consecutive weeks then lay-offs shall be required to take place. However, it is clearly understood that this time limit may be extended by mutual agreement of the parties to this Agreement. This provision shall require the right and requirement to make lay-offs earlier, especially when, in the judgement of the Company, production planning indicates that any operation may be over-staffed.

**13.13** When an employee has been laid off he shall be entitled to recall in reverse order of the lay-off provisions.

**13.14** Where a job(s) is replaced by a job(s) on a new machine(s) the employee(s) with the most seniority on the job(s) being replaced shall have the first opportunity for work on the new job(s) provided the employee(s) has the required qualifications as outlined in Article XIV, Clause 14.09.

**13.15** An employee of the Company who is presently excluded from the bargaining unit may return to the bargaining unit up to a maximum of one (1) year and his seniority status shall be that previously held in the bargaining unit plus seniority accumulated while outside of the bargaining unit following six (6) months continuous service in the bargaining unit. Such employee returning to the bargaining unit will be placed on the junior vacant job available in accordance with Article XIV, Clause 14.09 and such employee may not file a transfer request under Article XIII, Clause 13.09 until the above mentioned six (6) month period has been completed.

It is clearly understood that this Clause 13.15 will be applied once per employee and should it become necessary to apply such Clause more than once, mutual agreement between the parties must be obtained.

**13.16** Management shall have the right to place employees under the following conditions. It is agreed that this right will not be exercised in an arbitrary or discriminatory manner.

1. Where two (2) or more employees have identical credited service and are entitled to the same job.
2. Where the employee is fully experienced to perform an operation for which no other employee can qualify without long training (as outlined for that job in the Job Evaluation Manual).
3. Where for the purpose of rehabilitating an employee injured in the factory, it is decided by the Company that he be kept at work, or an employee as a result of a factory injury has a permanent partial disability but performs the work to which he has been assigned in a manner satisfactory to Management. However, in either case the injured employee shall not displace employees having more Company service.

4. Where an employee is on leave of absence due to illness and returns to work, he shall be re-instated to his former job on the basis of seniority provided he is physically and mentally capable (verified by Doctor's certificate) to perform such work.
5. Where an employee cannot perform satisfactory work for such reasons as age, health or other physical or mental conditions, such employee shall be transferred to other work which is more suitable if such work is available or be laid off. However, the employee so transferred shall not displace an employee who has more seniority.
6. Where an employee, fifty-five (55) years of age or over and has fifteen (15) years or more of continuous service, cannot perform satisfactory work for such reasons as age, health or other physical or mental conditions, such employee may be transferred to other work which is more suitable if such work is available. However, the employee so transferred shall not displace an employee who has more seniority.

**13.17** When an employee is no longer required on the job, the employee shall be placed according to the lay-off procedure.

If, however, an employee is transferred to another job at a lower grade' rate because of the introduction of new machinery which eliminates his job, then such employee shall be paid using the higher job grade while his earnings are below his average hourly earnings and in no case to exceed three (3) months from the date of transfer.

**13.18** It is understood and agreed that if the Local Union President, Vice-President, Treasurer and Recording Secretary are displaced from their jobs under the lay-off provisions and are unable to qualify for a job under those provisions, they shall be placed by the Company in order to prevent their lay-off, provided work is available. This provision does not apply to temporary lay-offs of less than two (2) weeks.

**13.19** It is agreed that should a probationary employee be laid off for a continuous period of ten (10) consecutive working

days or less excluding periods of vacation and statutory holidays such employee will not be regarded as having interrupted service.

Should a probationary employee be laid off for more than ten (10) consecutive working days excluding periods of vacation and statutory holidays such employee **will** be classed as a termination and will be processed as a termination.

## ARTICLE XIV

### TEMPORARY AND PERMANENT TRANSFERS

#### Temporary Transfers

#### Payment Applying to Incentive Workers

**14.01** (a) **100** pay performance is achieved when an employee earns sixty (60) pay credits in **sixty (60)** clock minutes of attendance.

(b) When an employee is temporarily assigned to another job, he shall be returned to his former job when the temporary assignment has been complete, or when he is needed for work on his former job. Such temporary assignment shall not exceed an eight (8) working week period unless a longer period is mutually agreed upon by the parties to this Collective Agreement. The Company will notify the Departmental Steward as well as the Senior Union Official when a temporary assignment exceeds a four (4) working week period.

**14.02** When an employee is temporarily transferred (assigned) to an alternative incentive job, he shall be paid the greater of:

- I. the earnings he develops on the job to which he is assigned,  
or
- II. his current cumulative average hourly earnings developed within the current **13** week period on his regular job immediately prior to such temporary assignment or the employee's most recent quarterly average hourly earnings, if applicable.



The average hourly earnings payment will only be granted where the employee has exercised an effort satisfactory to supervision under these circumstances. Refusal to grant the average hourly earnings payment will not be exercised in an arbitrary or discriminatory manner.

**14.03** When an employee is requested to **carry** out unmeasured operations, he shall be paid his average hourly earnings. This payment **will** only be made where the employee has exercised an effort satisfactory to supervision under these circumstances. Refusal to grant the average hourly earnings payment will not be exercised in an arbitrary or discriminatory manner.

#### **14.04** Transfer to an Hourly-Rated Job

When an employee is temporarily transferred (assigned) to an hourly-rated job he shall be paid the greater of:

- I. the time rate for the job to which he is assigned, or
- II. his average hourly earnings.

The average hourly earnings payment will only be granted where the employee has exercised an effort satisfactory to supervision under these circumstances. Refusal to grant the average hourly earnings payment will not be exercised in an arbitrary or **discriminatory** manner.

**14.05** (a) If an incentive-paid employee is requested by the Company to perform experimentation or development work, ~~he shall be paid his average hourly earnings~~ for such time spent on experimentation or development work provided that he has exercised an effort satisfactory to supervision under these circumstances. Refusal to grant the average hourly earning payment will not be exercised in an arbitrary or discriminatory manner.

(b) An employee assigned to perform special make-ups, samples, trials, rebuilds or repairs shall receive the greater of his incentive earnings plus thirty-three and one third percent (33 1/3%) or the applicable base rate plus thirty-three and one-third percent (33 1/3%) for time spent on such work.

(c) It is understood that. 14.05 (b) above does not apply to bench work or cobbler's work.

**14.06** (a) In the event of waiting time due to machine breakdown or lack of work when the Company requires the employee to remain in the Plant, other than as a result of fire, flood, power failure, or other like causes, outside of the control of the Company, the operator affected shall notify his supervisor immediately and the supervisor will investigate the situation and, **provided** work is available, **MUST** assign the operator to another machine or job for which assignment payment will be made in accordance with the applicable Clause of this Article **XIV**. When the breakdown or waiting period exceeds five (5) clock minutes per occasion, all time per occasion including the first five (5) minutes, will be paid at **100** pay performance on the grade of work on which such conditions occur. If, after investigation, it is decided by supervision that the affected employee is not required to work, he must be permitted to leave plant premises for the balance of the applicable shift and no payment will be made for this time.

(b) An employee shall receive average hourly earnings for all waiting time in excess of thirty (30) minutes.

(c) In the case of power failure, Management shall decide to remain at work or allow employees affected to leave the plant premises as soon as possible after the commencement of the power failure, but in no case shall such time exceed thirty (30) minutes. Should the employees be asked to remain after the aforementioned time, they shall be paid at **100%** pay performance for all time, including the first thirty (30) minutes. Should the delay exceed two (2) hours and employees be asked to remain, they shall be paid straight time average hourly earnings for all time in excess of two (2) hours. Such time shall be excluded from the provision of **14.06 (b)** above.

**14.07** It is understood that in order to benefit under Clause **14.06** of this Article, the employee must have his pay sheet initialled by the supervisor or his **designated representative** at the beginning and completion of period of machine breakdown or waiting for work. The Local Union is to be informed by local Plant Management as to the identity of such designated representative who must be a salaried employee excluded from the bargaining unit.

## Temporary Transfer

### Payment Applying to Hourly-Rated Workers

**14.08** When an hourly-rated employee is temporarily transferred (assigned) to work other than his regular job, he shall be paid as follows:

- (a) if he is assigned to a job on incentive, he will be paid the greater of:
  - I. the earnings he **develops** on **the** job to which he is assigned.
  - II. his regular job hourly rate.
- (b) If he is assigned to an hourly-rated job, he will be paid his regular job hourly rate or the rate of the job to which he is transferred provided said employee is qualified to perform the job to which he is assigned, whichever is the greater.

### **14.09** Permanent Transfer

In all cases of permanent transfer to any job covered by this Agreement except transfers to positions requiring technical **training such as Special Make-up Person, and in all** cases of decrease or increase of the work force, the following factors will be evaluated by Management.

- a) Seniority.
- b) Potential to acquire the ability to meet the normal requirements of the job.
- c) Physically fit.

When factors (b) and (c) are relatively equal, factor (a) shall govern. It is agreed that in filling positions requiring technical training as outlined above, eligible employees, who apply for such positions will first receive first preference consistent with the terms of this **Article xiv**.

**14.10** When an employee is promoted, demoted or permanently transferred from his regular job for any reason he shall be paid as follows:

- I. if assigned to an hourly-rated job, he shall be paid not less than the rate for the job assigned.
- II. if assigned to an incentive-rated job he shall be paid the actual earnings developed with a guarantee of 100 pay performance for the job to which he is assigned or his actual earnings developed on the job to which he is assigned, whichever is the greater, plus:

1st week 30% of standard minutes produced  
2nd week 25% of standard minutes produced  
3rd week 20% of standard minutes produced  
4th week 15% of standard minutes produced  
5th week 10% of standard minutes produced

No training allowance will be paid in excess of the employee(s) current average hourly earnings.

**14.11** (i) When a production employee who is paid on the incentive wage plan is requested to instruct another employee, he shall be paid his average hourly earnings.

(ii) Intermittent instruction that may occur following part (i) above and affects the instructing employee's earnings, the employee may make application at the end of shift to his Supervisor for lost earnings incurred during that day. Refusal to grant this application will not be unreasonably withheld.

**14.12** When employees are requested by the Company to repair machine(s), such employee(s) will be compensated for such time spent repairing machine(s) at the rate of their average hourly earnings.

**14.13** In the event of a promotion or transfer whereby the employee is unable to meet the normal requirements of the job he may return to his original position thereby reversing the sequence. In the event this is not possible he may exercise his seniority rights under Article XIV, Clause 14.09.

ARTICLE XV  
STATUTORY HOLIDAYS

**15.01** (a) Statutory Holidays

The Company recognizes the following Statutory Holidays: namely New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, December 24th, Christmas Day, Boxing Day, a paid holiday between Christmas and New Year's and December 31st.

Effective March 29, 1996 a Personal Paid Holiday (P.P.H.) will be added with the following eligibility criteria:

- I. Employee must have three (3) years seniority as of March 29, 1996 and each March 29th thereafter, and;
- II. Minimum of two (2) weeks notice, mutually agreed with Supervisor.

(b) In the event Heritage Day is proclaimed a legal Statutory Holiday it will be so recognized in (a) above as a full Statutory Holiday.

(c) The above Statutory Holidays will be paid for at average hourly earnings as defined in Article XI, Clause 11.11 for the previous calendar quarter for the number of hours that constitutes the employee's regular daily hours during the week in which the Statutory Holiday falls to a maximum of eight (8) hours. Evening shift employees who work 10 hours per shift will work an additional two (2) hours in the week that the Statutory Holiday is observed to complete thirty-two (32) hours of production. Applicable shift premium as defined in Schedule "A", Article III will be paid to applicable employees. However, such payment shall be paid only if:

- 1) The employee has completed one (1) month service with the Company on the day preceding the specified holiday, and
- 2) The employee works his regularly scheduled shift immediately preceding and immediately following such specified holiday, unless absent on one of such shifts, but not both, by reason of verified personal illness. (Employee must produce Doctor's certificate verifying illness.)

Item 2 above shall not apply in the event that an employee misses the regular qualifying days because he is on a leave of absence due to sickness or accident, but he must have worked one day during the week in which the holiday is observed.

- 3) Employees qualifying for jury duty pay under Article XXI, Clause 21.10 and who have one (1) month service with the Company on the day preceding the specified holiday will be eligible for Statutory Holiday pay.
- 4) A holiday falls during the period of time an employee is on temporary lay-off and such employee has worked the last day prior to and the first day following the temporary lay-off, as designated by the Company. Such payment shall be made provided the employee returns for one day.

**15.02** If such holiday falls on a Saturday or Sunday, it shall be observed on the following Monday.

**15.03** If a paid Statutory Holiday falls within the vacation period of an employee, it shall be observed on the first working day following the vacation period or at another time mutually agreed to between the Company and the employee.

**15.04** An employee shall not be entitled to Statutory Holiday pay while on leave of absence for illness or injury when such Statutory Holiday occurs during sick leave of absence. However, an employee will be paid for a Statutory Holiday which occurs:

- a) during an approved leave of absence for personal reasons; or
- b) while on approved bereavement pay as outlined in Article XXI, Clause 21.10; or
- c) during the seven (7) day waiting period for Weekly Indemnity Benefits.

**15.05** If an employee is required to work on any of the holidays specified in Article XV, Clause 15.01 (a), payment will be made at two (2) times hourly rate or hourly incentive earnings produced (whichever applicable) for the job for all hours

worked. Such payment will be in addition to any holiday pay for which the employee may be qualified under Article XV, Clause 15.01 above.

## ARTICLE XVI

### VACATIONS WITH PAY

**16.01** Each employee shall receive two weeks vacation annually and shall be entitled to a vacation payment in accordance with the employee's length of continuous service as provided in this Agreement.

**16.02** Vacation payment shall be paid on the following basis:

- I. Employees with less than one year of continuous service as of approximately June 15<sup>th</sup>, shall receive a vacation payment of four percent (4%) of their earnings for the period of their employment up to that date.
- II. Employees with one (1) or more years of continuous service as of approximately June 15<sup>th</sup>, shall receive a vacation payment of four percent (4%) of their earnings for the twelve (12) month period ending on that date.

**16.03** Vacation pay for which the employee is qualified shall be made on the regular pay day immediately prior to the period or periods in which an employee's vacation is scheduled and in proportion to the actual vacation scheduled for such period.

The Company will issue to eligible employees a separate cheque containing their vacation pay or time taken as vacation during the period that the Company follows its normal practice of closing down for vacation as outlined in Article XVI, Clause 16.04 of this Agreement.

**16.04** In any year that the Company follows its normal practice of closing down for vacation, employees will take their vacation during such period provided they are not scheduled for emergency work during the closing-down period. The Company shall determine the vacation period(s) and will announce its intention at the earliest possible date and in any event not later than February 1<sup>st</sup> of the current year.

This Clause shall not deprive the Company of the right to ask for volunteers from the work force to perform maintenance or other work during the annual close-down for vacation purposes.

**16.05** Employees having five (5) years of continuous service shall be granted three (3) weeks of vacation with pay totalling six percent (6%) of their earnings for the twelve (12) month period ending approximately June 15th. The date of the third week of vacation shall be set by the Department Foreperson having due consideration of production requirements. Should the employee not receive the third week of vacation, the employee shall receive vacation pay in lieu of said vacation.

**16.06** (a) Employees having eleven (11) years of continuous service shall be granted four (4) weeks of vacation with pay totalling eight percent (8%) of their earnings for the twelve (12) month period ending on approximately June 15th.

(b) Employees having sixteen (16) years of continuous service shall be granted five (5) weeks of vacation with pay totalling ten percent (10%) of their earnings for the twelve (12) month period ending on approximately June 15th.

(c) Employees having twenty-three (23) years of continuous service shall be granted six (6) weeks of vacation with pay totalling twelve percent (12%) of their earnings for the twelve (12) month period ending on approximately June 15th.

(d) The date of such fourth, fifth or sixth week of vacation shall be mutually agreed upon between the employee and his Supervisor having due regard for production requirements. Should two or more employees on the same job classification request the same week of vacation, the senior employee shall receive such vacation. Once mutual agreement as outlined above has been reached, such agreement shall not be changed.

(e) Should the employee not receive the fourth, fifth or sixth week of vacation, the employee shall receive vacation pay in lieu of said vacation.

**16.07** The additional week's vacation as provided for in 16.05 and 16.06 above will be granted after the date on which the employee attains the required years of continuous service. It is understood that if a temporary lay-off occurs in the last



quarter of the year, all outstanding vacation must be taken at the commencement of the lay-off. It is further understood that previously approved vacations will be honoured.

**16.08** All vacation payments shall be made by December 31st each year.

**16.09** An employee whose employment is terminated for any reason shall be paid the vacation payment to which he is entitled less any vacation payment already received.

**16.10** For the purpose of scheduling additional vacation weeks as outlined in 16.06 (d), a Seniority list detailing vacation entitlement in weeks for each employee will be posted in the applicable department(s) by January 1st of each vacation year. It is understood that all decisions regarding the selection of week(s) of vacation must be finalized by the last Friday of March of each year.

## **ARTICLE XVI!**

### LEAVE OF ABSENCE

**17.01** Leave of absence for reasons other than illness or injury may be granted where circumstances justify, if the employee's absence does not adversely affect the efficient operation of the department. Such leaves of absence may be granted upon written application by the employee to his Foreperson and approval of the Company, and the Company will reply in writing to the applicable employee within five (5) working days of the employee's written request. Such leaves of absence shall not exceed the following:

Continuous Service	Duration
(a) One (1) year but less than two (2) years	1 week
(b) Two (2) years but less than five (5) years	3 weeks
(c) Five (5) years or more	4 weeks

These leaves of absence may be extended at the option of the Company. Each case will be judged on its own merits and will not be considered as a precedent. Seniority shall accumulate for the times specified above.

Employees who fail to return to work on the day scheduled following their approved leave of absence, shall be classified as a resignation unless they have notified the Company no later than **24** hours prior to the time they are due to return to work and provide reason(s) acceptable to the Company for their delay.

**17.02** Leaves of absence shall be granted for illness or injury of an employee provided he makes written application to his Department Foreperson for same. Where the illness or injury prevents the employee from making such written application, the Department Foreperson and/or Human Resources Department shall make same on his behalf and, if granted, a written leave of absence shall be dependent upon the nature of the illness or injury, the medical aspects of the case and the effort the employee is making to restore himself to normal health, but shall not exceed the following:

Continuous Service	Duration
(a) <del>Less than one (1) year of service</del>	<b>1 week/month</b> of continuous service
(b) One (1) year but less than five(5)	9 months
(c) More than five(5) years	<b>12 months</b>

Should an employee be granted a leave of absence under the provisions of this Clause **17.02** because of an injury sustained on plant premises for which said employee is receiving ~~Workers' Compensation benefits~~, such leave of absence will be extended by the Company upon presentation of satisfactory medical evidence.

**17.03** An employee, whose leave of absence for illness or injury, other than an employee receiving Workers' Compensation benefits expires before he is able to return to work, shall be classed as a resignation as of the date of the last day of his approved leave of absence. Such employee shall be eligible for consideration on an open vacancy available at the time he is medically approved to return to work.

It is understood that an employee with more than seven (7) years of continuous service who receives a leave of absence for

illness or injury (other than for purposes of Workers' Compensation benefits) as specified in 17.02 (c) above and cannot return to work at the expiration of such approved leave of absence **will** have such leave of absence extended by the Company upon presentation of satisfactory medical evidence. Such extension period is not to exceed twelve (12) months from the date of expiration and it is understood that such employee is to keep the Company advised on a monthly basis as to the status of his health by the submission of satisfactory medical evidence. Upon completion of the twelve (12) month maximum extension period and if said employee has not returned to work he shall be classed as a resignation as of the date of the last day of his extension. Such employee shall be eligible for consideration on an open vacancy available at the time he is medically approved to return to work.

**17.04** The Company **shall** grant maternity leave to employees under the following conditions:

- a) An employee, in the event of her pregnancy, may initiate pregnancy leave of absence consistent with the terms of the Employment Standards Act, Province of Ontario. The Company may initiate leave of absence earlier if the employee cannot perform her normal duties adequately.
- b) An employee who has less than thirteen (13) weeks continuous service with the Company at the time she is required to cease work due to her pregnancy shall be removed from the Company rolls and classified as a "resignation"
- c) An employee on leave as provided above shall report to the Company after cessation of pregnancy consistent with the provisions of the Employment Standards Act, Province of Ontario. Failure of such employee to so report consistent with the terms of the Employment Standards Act, Province of Ontario shall terminate the leave of absence and the employee shall be classified as a "resignation".
- d) The pregnancy leave will be terminated and the employee's return to work approved provided:

The Company agrees to provide for its employees increased Weekly Indemnity Benefit tabled below, subject to the conditions outlined thereafter:

“WEEKLY INDEMNITY BENEFIT” for non-occupational sickness or accident equal to  $66 \frac{2}{3}\%$  of weekly insurable earnings up to the weekly maximum allowable under the Unemployment Insurance Act. (This benefit to be subject to the normal qualifications as outlined in the Company’s Group Insurance Plan).

WEEKLY INSURABLE EARNINGS is defined as average hourly earnings (quarterly average) multiplied by standard weekly hours.

It is understood and agreed by the Union that the application of the employee’s portion (5/12) of the premium rebate from the Unemployment Insurance Commission Plan to the increased cost of upgrading the Weekly Indemnity Benefit tabled above, discharges the Company of its obligation to refund the rebate and premium reductions outlined above.

### **18.03 DENTAL PLAN**

Effective August 1, 1994 - 1992 O.D.A.

Effective April 1, 1995 - 1993 O.D.A.

Effective April 1, 1996 - 1994 O.D.A.

Company to pay 100% of the applicable premium.

**18.04** During the lifetime of this Agreement the Company agrees to provide the same level of benefits as is provided under the present Multi-Care Health Benefit for employees and dependents at no cost to the employee.

## ARTICLE XIX PENSION PLAN

**19.01** The Company agrees that during the term of this Agreement the employees covered by this Agreement shall be entitled to the same pension benefits that are in effect at the present so long as the Group Pension Plan, January 1, 1966, as amended January 1, 1982 continues in operation. Should

an employee make application to the Company to retire, Company approval will not be unreasonably withheld.

## ARTICLE XX

### GENERAL

**20.01** Notices that the Union desires to post on the Union's notice boards shall be submitted to the Plant Manager or his authorized representative for approval. The Company will not refuse approval unless the notice contains objectionable or contentious material.

**20.02** A record card covering each year of an employee's service maintained for the purpose of recording his performance, jobs worked on, the employee's job and miscellaneous pertinent facts concerning his work record. An employee's individual record card may be inspected by the employee on request to his Foreperson.

**20.03** In the event of unsatisfactory quality or quantity of production or failure to observe plant rules and regulations, or any misdemeanour, the Foreperson will discuss the matter with the employee and attempt to secure his co-operation in improving the undesirable situation. No record will be retained of the number of verbal discussions that have taken place in the matter. When the Foreperson feels that the verbal instructions have not produced the desired results he will initiate a verbal warning in the presence of a Steward. If the situation is not corrected, the Foreperson will initiate a written warning. The employee will sign the warning, acknowledging such warning in the presence of a witness (Union Steward or alternate and/or Assistant to the Foreperson), to ensure that there is no dispute about the warning. Written warnings for misdemeanours of an unlike nature must be preceded by a verbal warning in the presence of a steward. It is agreed that for disciplinary purposes, warnings will be carried forward for one (1) year only and will be cancelled one (1) year from the date of issue and must be disregarded in the administration of discipline following the one (1) year period from the date of issuance. It is agreed an employee's disciplinary record will not be referred to or used in any manner following a one (1) year period from date of issuance.

The third violation or failure to perform in any one (1) year may result in termination of employment.

It is understood and agreed that an employee may request the presence of an **authorized** Union representative if interviewed by his supervisor or other Company representative as outlined in the preceding paragraph of this Clause **20.03**.

**20.04** When an employee is removed from the rolls of the Company he will be given an opportunity to review his record card in the Human Resources Department or in the Plant. In the case of a discharge, the employee, if he so desires, may be accompanied by a Union Steward.

**20.05** All injuries, however slight, must be reported immediately to the Foreperson who will record such injury, or compensation might be refused by the Workers' Compensation Board.

**20.06** While supervisory employees are not subject to the provisions of this Agreement, it is understood that they be assigned to such work as the efficient operation of the industrial enterprise may require, provided the act of performing the said operation in itself does not reduce the hours of work or pay of any employees in the bargaining unit.

Typical examples are:

- I. During regular workdays when regular employees are not available due to absenteeism. Supervisory employees will not perform any work on a consistent basis.
- II. The instruction or training of employees including self training.
- III. The performance of necessary work when production difficulties are encountered on the job.
- IV. The performance of research work, or work of an experimental nature, or work involving special mechanical training.
- V. The making of minor adjustments.
- VI. The development of new processes and new products.

**20.07** The President of the Local Union or his **authorized** representative, when off shift, and accredited representative of the International Union shall request permission from the Plant Manager or his **authorized** representative to enter the Plant in order to contact employees on matters pertaining to this Agreement or to investigate a Workers' Compensation claim. Such permission will not be unreasonably denied.

**20.08** (a) An employee scheduled to work on any day, who reports to work without previous notice not to report shall receive sufficient work to keep such an employee steadily employed without lay-off for at least four (4) hours pay in lieu thereof either at his straight time hourly rate or average hourly earning, whichever is applicable. This section shall not be applicable to causes such as power failure, fire, flood, **cancellation** of orders, strikes, or other work stoppage, and all other causes beyond the control of the Company. In all such instances, the Company shall not be required to make any payment for reporting time if the employee's after reporting to work, are sent home by reason of such cause.

(b) In case where an employee has worked part of a workday and is sent home because of lack of work, and is subsequently recalled to work during the same workday, the employee shall be provided with at least four (4) hours of work at his straight time hourly rate or average hourly earnings, whichever is applicable. This provision shall not apply if the failure to provide work is caused by reason of power failure, fire, flood, strike or other stoppage, and all other causes beyond the control of the Company.

(c) If an employee who has not worked part of the workday receives instructions from the Company to start work at 12:30 p.m. and the employee's normal start time is 7:00 a.m., such employee will be entitled to claim the greater of four (4) hours pay at this straight hourly rate, average hourly earnings or the earnings he develops on the job to which he is assigned. This provision shall not apply in the event of power failure, fire, flood, cancellation of orders, strikes, or other work stoppage and all other causes beyond the control of the Company.

## Jury Duty Pay

**20.09** The Company will pay an employee who is required for jury service or as a witness at a jury trial, for each day of service, the difference between his average hourly earnings for the number of hours he normally works on his regular scheduled shift and the payment he receives for jury service. To qualify for jury payment, the employee must notify his Foreperson within twenty-four (24) hours after receipt of notice of selection and must present proof of service and the amount of jury service pay received. It is also agreed that to qualify for this payment an employee shall report to work daily on his normal shift within reasonable time following release from jury service.

## Bereavement Pay

**20.10** (a) In the event that an employee is required to be absent from work as a result of the death of his father, mother, foster parents, step-parents, mother-in-law, father-in-law, husband, wife, common-law spouse, son, daughter, children of common-law spouse, brother, sister, step-brother, step-sister, grandchild or grandparent, payment will be paid for time lost by the employee from his regular working schedule at an amount equal to the time lost multiplied by the employee's average hourly earnings up to a maximum of three (3) days for each such death and funeral. This payment will be made to the employees who have completed one (1) month of continuous service for the two (2) days immediately before the funeral provided these days fall on what would otherwise be a regular working day.

(b) In the event an employee is required to be absent from work as a result of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, payment will be paid for time lost by the employee from his regular working schedule at an average hourly earnings up to a maximum of two (2) days for each such death and funeral. This payment will be made to employees who have completed one (1) month of continuous service for the funeral day and the day immediately before the day of the funeral provided these days fall on what would otherwise be a regular working day.



(c) No payment shall be made for any period of bereavement which occurs while an employee is on personal or sick leave absence, lay-off, vacation or Statutory Holiday or for any time for which the employee receives remuneration from the Company.

(d) It is understood and agreed that evening shift employees will be paid to a maximum of ten (10) hours per eligible day as stated in (a) and (b) above.

**20.11** Employees who lose time on the day of a work injury which has been reported to Management and is directed by Management as a result of the work injury to obtain treatment consistent with the nature of the injury shall be paid all time lost at his current hourly rate provided-that the employee works his next regular scheduled shift and is not eligible for Workers' Compensation payments or as provided by the Workers' Compensation Act. The Company, shall, considering the physician's recommendation, endeavour to place employees injured at work on light duty work that they are capable of performing and that may be available, consistent with the nature and duration of the injury.

**20.12** The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and reaffirms its policy welcoming from any employee suggestions regarding safety. The Company and the Union will co-operate in maintaining safe and healthful working conditions. The Company will comply with all applicable Provincial and Federal Health and Safety Regulations or Acts, and such Regulations or Acts shall represent the minimum acceptable standards. Management representatives and employees will observe Company Health and Safety Rules and will co-operate in the prevention of accidents and injuries.

**20.13** The Union agrees that eye protection must be worn in all areas where an employee is exposed to possible eye injury. The joint Management-Union Safety Committee will designate such areas as hazardous and will specify the type of eye protection to be worn.

The Company agrees to provide safety glasses (non-prescription) up to a maximum of two pairs per year to each employee requiring them as part of his job. The employee will provide replacement glasses where replacement is necessary because of abuse, carelessness, theft or other reasons not directly related to normal wear for the conditions of the job. Should the **employee** receive his replacement glasses from the Company for any of the reasons contained in the previous sentence, the total cost of such glasses will be deducted from the employee's pay.

Safety glasses requiring replacement due to normal wear and tear will be provided by the Company and such replacements are to be included in the two (2) pair per year specified above.

Employees who are required to wear prescription safety glasses as part of their job as referred to above, will receive reimbursement from the Company's Group Insurance Plan at the rate of **100%** payment upon submission of receipt for one pair of prescription safety lenses only every two years.

**20.14** The Union agrees that safety footwear must be worn in all areas where an employee is exposed to possible foot injury. The joint Management-Union Safety Committee will designate such areas as hazardous and will specify minimum acceptable safety footwear to be worn. The Company agrees to allow employees working on designated jobs requiring safety footwear to purchase one pair of safety footwear per year which will be reimbursed up to a maximum of \$65.00.

It is agreed that employees who cannot wear safety shoes upon presentation of medical evidence will receive, at no cost to them, clip-on protectors.

**20.15** In the event that the conditions become uncomfortably hot and/or humid within the total department thus causing discomfort, Plant Management, will assess the situation. Plant Management, in company with the Senior Union Official in the plant will inform the employees involved of any decision to alleviate the discomfort and such decision may include extra personal breaks, free soft drinks, and permitting employees to clock out and leave the plant.

Nothing in this clause shall prevent any employee from exercising his rights under the Health and Safety Act, and he may do so without incurring any penalty.

**20.16** An employee, who is required by the Company to have scissors for his/her position, shall have such scissors replaced by the Company without cost to the employee if they are broken or become worn out in the performance of his/her work, Such broken or worn out scissors must be turned in to the Company at the time of replacement.

An employee who terminates his/her employment and fails to return scissors which are the property of the Company shall have the cost of the same deducted from his final pay.

## ARTICLE XXI TERMINATION

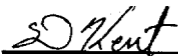
**21.01** This Agreement shall be effective from March 29, 1994 and shall remain in full force until March 28, 1997 and shall continue forth from year to year thereafter unless in the final year of the contract not more than one hundred and twenty (120) days and not less than sixty (60) days before the date of termination either party shall furnish the other party with a notice of termination of and a proposed revision of this Agreement.

**21.02** During the discussion or negotiations upon any proposed renewal or revisions of this Agreement as provided for by Clause 21.01 hereof, the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until such time as a new Agreement has been executed or such time as conciliation procedures, as required by legislation, have been exhausted.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at Cambridge, Ontario this 17th day of February, 1995.

Signed, Sealed and Delivered in the presence of:

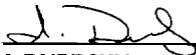
**CANSTAR** SPORTS GROUP INC.



D. KENT




L. BANTON



I. DUBECKY

AMALGAMATED CLOTHING AND TEXTILE **WORKERS**  
UNION, AFL - CIO. CLC. LOCAL **308**



N. YOUNGER  
REGIONAL REPRESENTATIVE

H. DOWNIE

L. MARTIN

M. WHITE

D. WRIGHT

**1.02** The Union further acknowledges that the violation of the following prohibited actions or any Company regulations will be sufficient grounds for disciplinary action ranging from REPRIMAND or SUSPENSION to DISCHARGE:

1. Reporting for work under the influence of alcohol or illicit drugs or with abilities impaired by alcohol or illicit drugs.
2. Habitual lateness in reporting for work or continued absenteeism.
3. Failure to punch the time card or punching another employee's time card.
4. Failure to report absence from work (Foreperson or plant office must be notified promptly during the first half shift absent. Employees scheduled to work on the evening shift but who are unable to report to work for any reason must notify their Foreperson or the plant office by 2:00 p.m.)
5. Disregard of safety precautions tending to endanger the employee himself or fellow employees or the Company's property.
6. Smoking in areas and at times in which smoking is forbidden or creating and contributing to unsanitary conditions.
7. Refusing or failing to follow instructions or do work as assigned.
8. Poor quality or careless workmanship.
9. Restricting output or low performance.
10. Wasting time or loitering during working hours.
11. Unauthorized posting or removal of notices or signs.
12. Unauthorized soliciting or collecting contributions.
13. Unauthorized distribution of written or printed matter of any description.
14. Leaving own department or plant during working hours without permission.

15. Stopping work or preparing to leave work (such as washing up or changing clothes) before signal sounds for lunch period, rest period, or before any specified quitting time.
16. The use of abusive, offensive or threatening language to a fellow employee or any member of the supervisory staff.

## SCHEDULE "A"

To the contract dated the 29th day of March 1994.

BETWEEN:

**CANSTAR SPORTS** GROUP INC.

and

AMALGAMATED CLOTHING AND  
TEXTILE WORKERS UNION  
AFL - **CIO. CLC.**  
LOCAL **308**

### ARTICLE 1

#### JOB CLASSIFICATION

The Company has classified the various jobs having regard to comparable training, skill, experience, physical and mental effort, unavoidable hazards and job conditions applicable to the work involved. The Company reserves the right to reclassify jobs and add or delete jobs as it sees fit and it is understood that such action may be subject to the Grievance Procedure as outlined in Article IX of Schedule "A".

#### A. INCENTIVE OPERATIONS

\* Denotes Operation to be Evaluated

#### PROTECTIVE CUTTING DEPARTMENT

GRADE

OPERATION

4

Clicker Cutter

4

Die Cut Travelling Head

## PROTECTIVE PRE-FIT DEPARTMENT

GRADE	OPERATION
1	Trim With Scissors
1	Boston Roll Cement M/C
1	Cut Elastics/Webbing
2	Heat Transfer
2	Silkscreen
2	High Frequency
2	Emboss
2	Sublimation
2	Cement & Assemble

## PROTECTIVE FITTING DEPARTMENT

GRADE	OPERATION
1	Join Belt Cover
1	Eyelet Grommets
1	Stuff Caps & Biceps
1	Turn & Stuff Armbands
1	Serge End of Crotch
1	Serge Elastics
1	Turn & Stuff Backs
1	Turn & Stuff Fronts
1	Mark & Fasten Domes
1	Turn & Stuff Hips & Sit
1	Punch Press
1	Pack Throat Protectors
2	Juki Computer Stitcher
2	Turn & Topstitch 2 Labels to Belly
2	Sew Velcro 4 Square & Sew Velcro Elastic to Armband to Mesh
2	Hem End of Crotch
2	Striping Machine
2	T. S. Inseam at Gusset (300)
2	Serge Front Closed
2	Serge Front & Back Shoulder Closed
2	Serge Embroidery Piece to Lining
2	Hem Ends of Belt Cover



# PROTECTIVE FITTING DEPARTMENT

## GRADE

## OPERATION

2	Design Stitch Backs
2	Serge Belt Cover
2	Safety Serge Inseam Legs at Gusset (300)
2	Stitch Thigh Cover to Panel etc.
2	Serge Fronts & Backs
2	Sew Buckle to Web Belt
2	Topstitch, Crotch to Body
2	Turn & Insert Thigh Guards
2	Join 2 PC Nylon Top
2	Serge Back Closed with Label
2	Stuff Shoulders
2	Serge Elastic Around Holes
2	Sander/Grinder
2	Button Hole Machine
3	Sew Hip Insert, Sit Insert & Join
3	Serge Sleeves & Shoulders & Join
3	Join Fronts & Backs to Shoulders
3	Design Stitch Fronts
3	Serge Hips & Sit, Lam. Top & Belly
3	Serge Collars
3	Sew Arms
3	Safety Serge Inseam Legs & Crotch to Body
3	Safety Serge Crotch to Body
3	Sew Band to Pant
3	Eyelet Band & Pants
3	Rivet M/C
3	Off Arm Binder
3	Flatbed Binder
3	Post M/C Binder
3	Extended Flatbed
4	Sew Front Back and Cap Covers
4	Sew Belly to Top & Top to Body
4	Sew Belt & Cover to Body
4	Stitch Down; Hem; Stitch Down Thigh Pads
4	Stitch Top to Hip & Sit
4	Insert Pads & Sew Top
4	Sew Legs 2N Feller
4	Off Arm M/C (Adler)

## CUTTING DEPARTMENT

GRADE	OPERATION
4	Die Cut Beam Press
4	Die Cut Trims. Bulk Clicker
4	Die Cut Beam' Press <b>Outsoles</b> Windows
5	Die Cut Uppers - Leather
5	Die Cut Lining - Leather
5	Die Cut Trimmings - Leather

## **PREFIT** DEPARTMENT

GRADE	OPERATION
1	Wash, Prime Cem. Medial Clips
1	Counting Components
1	Heat Press
1	Ink Edges
1	Pick Up Behind Silkscreen
1	Trim Components By Scissors
1	Wash Components (eg. Ankle Supports, etc.)
1	Attach Decals
1	Trim Heel Piece Panel
2	Heat Transfer
2	Split Bank Knife
2	Silk Screen Auto M/C
2	Tempo Printing
2	Stitch Mark M/C
2	<b>Bartack</b> Window
2	Emboss
2	Heat Sealing
3	Skive - Leather Components (by M/C)
3	Skive Tongue Lining (by M/C)
3	Close <b>ZZ</b>
3	Stitch Lining 1NFQL-BQL

## FITTING DEPARTMENT

GRADE	OPERATION
1	Cement and Loc Boston
1	Cement Uppers for <b>OMIC</b>
1	Ink Edges
1	Stack
1	Trim w/Scissors
1	Hand Lacing
2	Stamp Tongue and Lining
2	Cement and Loc Hand
2	<b>Bartack</b> Tong, <b>Qtr</b> , <b>Q1</b> , Window, Velcro, etc
2	Eyelet Medial Clips
3	St. TL To Tong Auto M/C
3	Close <b>ZZ</b>
3	Close Tongue or Lining, <b>2N</b> with Straps
3	Insert Plastic Counter and Staple
3	<b>Omic</b>
3	Machine Lace
3	Sew Plastic Toe and Tip to Tongue
3	Auto Bar Vamping
4	F. S. Held O/F <b>1N</b> or <b>2N</b>
4	F. S. Design
4	F. S. Held <b>1N</b> or <b>3N</b> (H. P. TG FAC)
4	Top Stitch w/Trimmer or without Trimmer
4	F. S. Pur <b>O.B.S.</b>
4	Vamp <b>2N</b>
4	Vamp Pur <b>2N</b> or <b>3N</b>
4	Eyelet Regular
4	Eyelet <b>Telesc</b>
4	Hooking

## LASTING DEPARTMENT

GRADE	OPERATION
1	Shank and Fill
1	Remove Long Laces
1	Wash Bottom Figures
1	Drill and Plug
2	Grind <b>In</b> line Chassis
2	Stamp Soles
2	Insert <b>Styrene</b> Box Toe Fig.
2	Pull Lasts
2	Cut String or Remove Laces Pull Lasts, Last Slip and Put on Rack
2	Hand Cement <b>Out</b> soles
3	Tack Toes
3	Assemble Uppers on Last - Tack Toes
3	Auto Cement Bottoms
4	<b>Pull Tack</b> or Tacks Rough and Sand
4	Cement Bottom M/C
4	Lay Soles
5	Toe Last
5	Auto Side and Heel Last

## FINISHING DEPARTMENT

GRADE	OPERATION
1	Blow Threads
1	<b>Spray</b>
1	Lacing Hand
1	Assemble Tool Bag
1	Attach Decals
1	Attach Hang Tags
2	Attach Plastic Protectors
2	Pack End of Line
2	Insert Socklining
2	Clean and Brush

## FINISHING DEPARTMENT

<b>GRADE</b>	<b>OPERATION</b>
	Pack Box
	Drilling
	Copper Rivet
	Insert 4 Screws Heel
	Drill 1 Set Hole and Rivet 1 at Front
	Drill 1 Hole Rivet at Heel
	Drill 1 Set Hole and Rivet, 1 at Front and Drill 1 Hole Rivet 1 at Heel
	Set Predrilled Hole in Heel
	Drilling and Placing Rivets
	Rivet

### B. HOURLY RATED OPERATIONS

#### Group A

EFFECTIVE March 29, 1994 -	\$10.95 per hour
EFFECTIVE March 27, 1995 -	\$11.22 per hour
EFFECTIVE April 1, 1996 -	\$11.54 per hour

#### Group B

EFFECTIVE March 29, 1994 -	\$11.15 per hour
EFFECTIVE March 27, 1995 -	\$11.42 per hour
EFFECTIVE April 1, 1996 -	\$11.74 per hour

#### Group C

EFFECTIVE March 29, 1994 -	\$11.35 per hour
EFFECTIVE March 27, 1995 -	\$11.62 per hour
EFFECTIVE April 1, 1996 -	\$11.94 per hour

#### Group D

EFFECTIVE March 29, 1994 -	\$11.55 per hour
EFFECTIVE March 27, 1995 -	\$11.82 per hour
EFFECTIVE April 1, 1996	\$12.14 per hour

Group E

EFFECTIVE March 29, 1994 -	\$11.75 per hour
EFFECTIVE March 27, 1995 -	\$12.02 per hour
EFFECTIVE April 1, 1996 -	\$12.34 per hour

PROTECTIVE CUTTING DEPARTMENT

GROUP	OPERATION
B	Service Person
B	Janitor
B	Material Picker
C	Console Operator
C	Lay Up/Bulk Cutters
C	Spreading M/C
C	Case Up
D	Electric Knife Cutter
E	Floater/Electric Knife Cutter

PROTECTIVE FITTING DEPARTMENT

GROUP	OPERATION
C	Inspect & Pack
c	Computer Pack
D	Transporter Feeder

CUTTING DEPARTMENT

GROUP	OPERATION
B	Service Person
B	Janitor
C	Lay Up/Bulk Cutter
D	Repair Cutter
E	Sample and Special Cutter

## **PREFIT DEPARTMENT**

<b>GROUP</b>	<b>OPERATION</b>
D	Case Up
D	Transport Feeder

## **FITTING DEPARTMENT**

<b>GROUP</b>	<b>OPERATION</b>
D	Transport Feeder
E	Floater

## **LASTING DEPARTMENT**

<b>GROUP</b>	<b>OPERATION</b>
B	Service Person
B	Janitor
D	Set Up
E	Floater

## **FINISHING DEPARTMENT**

<b>GROUP</b>	<b>OPERATION</b>
B	Set Up
C	Final Inspector
C	Computer Pack
E	Floater

## **SPECIALS DEPARTMENT**

<b>GROUP</b>	<b>OPERATION</b>
B	Cementing (Special Make-Up)
E	Special Make-Up Stitcher
*	Special Make-Up Operator
*	Special Make-Up Assistant

RETURN SKATE DEPARTMENT

GROUP OPERATION

E Repair

WAREHOUSE

GROUP OPERATION

D Service Warehouse

ARTICLE II

GENERAL WAGE INCREASE

(a) There shall be an eighty-one cents (\$.81) per hour General Wage Increase as follows:

EFFECTIVE on March 29, 1994

Twenty-Two Cents (\$.22) per hour

EFFECTIVE on March 27, 1995

Twenty-Seven Cents (\$.27) per hour

EFFECTIVE on April 1, 1996

Thirty-Two Cents (\$.32) per hour

(b) The above increases shall be given to all employees on incentive operations by increasing the value of eighty (80) standard minutes by the amounts listed above. This will increase the earnings of all operators averaging a 133 performance by the amounts specified. For operators turning in a pay performance in excess of 133, the increase will be proportionately higher.

(c) 133 pay performance is achieved when an employee earns eighty (80) standard minutes in sixty (60) clock minutes of attendance.

(d) The above increases shall be given to all employees on hourly-rated operations by increasing their hourly rates then in effect by the amounts listed above.



(e) The Company recognizes that the Union's concern with respect to potential, future cost of living increases and therefore agrees to monitor the cost of living as measured by the Consumer Price Index (C.P.I.) published by Statistics Canada and to monitor the plant-wide average hourly earnings excluding the 50% overtime premium (beginning with the plant-wide average hourly earnings excluding the 50% overtime premium in effect prior to the effective date of the first general wage increase shown in (a) above) during the term of this Agreement.

(f) In the event that the wage increases applicable during the term of this Agreement become submerged as a result of increases to the cost of living, or the trend in the C.P.I. indicates that the increases will become submerged, the Company will meet with Representatives of the Union.

The purpose of this meeting will be to monetarily resolve the problems created by the cost of living increases on the employees to the satisfaction of both parties.

The Company will provide the Union President and the Regional Representative on a quarterly basis, the data accumulated as a result of monitoring of both the Consumer Price Index (C.P.I.) and the plant-wide average hourly earnings excluding the 50% overtime premium referred to in (e) above.

### ARTICLE III

#### SHIFT PREMIUMS

Shift premiums of twenty-five cents (\$.25) per hour shall be paid for hours worked on the evening and late night shifts.

### ARTICLE IV

#### STARTING RATES

The minimum starting hourly rates shall range from currently applicable Provincial Minimum Wage upward depending on the experience, skill, competence and efficiency of the employee involved.

## ARTICLE v

### **WORK MEASUREMENT**

The Union agrees and **recognizes** that the measurement of work and determination of time standards is solely and exclusively a Management function. In carrying out this program the Company agrees to follow some basic principles of work measurement and **setting** time standards as those followed in any of the current accredited industrial engineering techniques. It is understood that should the Company introduce systems based on material measurements into the Plant during the term of this Agreement, prior to the introduction, the parties will meet and discuss the implementation: the specific details of which will be agreed upon between the parties prior to any implementation. The points of agreement will be incorporated into this Collective Labour Agreement.

It is understood that the procedure outlined in the above paragraph will be followed, prior to the introduction, should the Company introduce **MTM** (Method Time Measurement) during the term of this Agreement.

A complete list of job descriptions **with** the applicable job grade shall be **given** to the senior elected Union Official in each **plant**. It is **understood** that this **provision** will not be abused **by** the Local Union. Job **descriptions** will be issued to new employees within three (3) days of starting on the job. Job descriptions shall be supplied to all affected employees within two (2) weeks of new work going into production.

## ARTICLE VI

### **WORK METHOD**

(a) The design of work methods and the selection of materials, machinery, equipment, styles and procedures are solely and exclusively the function of the Company. If there is a change in the method of performing a job or in the work content or manufacturing procedure to be followed or material or style change or a machine change, the rate of the job concerned will be automatically suspended. Until such time as a new rate is

established by the Company, the employee will be paid his average hourly earnings. This payment will only be granted where the employee has exercised an effort satisfactory to supervision under these circumstances. Refusal to grant the average hourly earnings will not be exercised in an arbitrary or discriminatory manner.

It is agreed that should an employee not be exercising an effort **satisfactory** to supervision within the scope of this Article VI, such **employee will** be advised in the **presence** of his/her Union **Steward** to improve his/her performance level.

(b) It is **recognized** that the cleaning of machines, and the sweeping of the floor in the employee's immediate work area are part of each employee's job and allowance for this work will be made on each employee's pay sheet (where applicable). Preparation of pay sheets, incentive reports and **production** control sheets (where applicable) are also a part of each employee's job and allowance for this work is included in the incentive rates (minutes standard).

(c) It is understood and agreed that in no event will the minute standards be reduced on any job where the work content has not **changed**, unless there has been a **change** in the time required to **perform** the operation in excess of-five percent (5%) increase or decrease due to the Style, Material, Machine or Manufacturing Procedures.

## **ARTICLE VII**

### **REVISION OF RATES**

All incentive rates (minute standards) are established with regards to present methods of work, present machinery and equipment, present manufacturing procedures.

It is **recognized** that revisions and changes in incentive rates (minute standards) will be required from time to time as a result of: mechanical improvement brought about by the Company in the interest of improved methods, new products and new styles, new manufacturing processes, or new materials or

changes in the character of the methods followed in performing the job. Incentive rates (minute standards) under such circumstances will be changed in accordance with the time study practices of the Company so that the rates, at all times, reflect the true effort and time required to perform the operation. It is agreed that no revision or change in an incentive rate (minute standard) will be made unless there is an increase or decrease in excess of five percent (5%) in the time required to perform such operation.

## ARTICLE VIII

### NEW OR REVISED RATES

When a new rate is instituted or an existing rate is revised the employee concerned will be notified of same by his Foreperson as soon as the new or revised rate is introduced. Upon request, the Company will make available to the employee(s) concerned and the Union (in the Industrial Engineering Office) the time study data on which the rate is based. The new rate shall be given a trial period of five (5) working days on which the new rate must be worked during which time the employee(s) concerned will give the rate a fair trial. It is understood and agreed by the parties to this Collective Agreement that the employee(s) average hourly rate or the incentive earnings whichever is the greater, will be paid during the five (5) working days trial period only. The Company may from time to time vary the new or revised rate during the trial period and at the conclusion of the trial period the rate then in effect shall be deemed to be established. The parties hereto mutually agree that in the application of minute standards the Company has the right to correct clerical errors in judgement or computation if these are found within the five (5) working days trial period provided that the Union is advised in advance of the circumstances necessitating the change. Such changes may be up or down.

It is agreed that before the Company issues a new or revised rate and the trial period begins, the Company will ensure that work on the new or revised rate is on schedule.

It is further agreed that if on expiration of the trial period, the Union feels that an insufficient volume of work was done to

provide for a fair trial period, the Company will grant, if requested by the Union, an extension of the trial period to a maximum of five (5) additional working days paid as provided above.

It is understood and agreed that all present established rates will remain in effect and shall not be revised except as listed below:

1. Promotion.
2. The elimination of such rate by reason of no longer being made or produced.
3. As is listed in Work Methods, Article VI, Subsection (c), and as listed in Article VII, Revision of Rates.
4. In the event an employee(s) is demoted because of lay-off procedure as is listed in Article XIII of this Collective Agreement, such employee(s) shall have the protected rate when such employee(s) returns to his former job as was applied before such lay-off took place.

Nothing in this Article should be deemed to deprive the Union of the right to carry the new or revised rate or correction through the grievance procedure as set out in Article IX below. The Company will give permission for the Union's time study engineer to perform studies when requested by the Union provided the second step grievance meeting has taken place.

When a time study is taken on any new or revised job for the purpose of calculating a standard, the Company shall furnish to the employee concerned, a written job description, outlining in full detail the method to be followed when the time study is to be taken. A copy will be furnished to the Senior Union Official in the plant. It is understood that this provision will not be abused by the Local Union.

## ARTICLE IX

### RATE GRIEVANCES AND RATE ARBITRATIONS

After an employee has worked on a new or revised rate and has given such rate a fair trial for the trial period of five (5)

## SCHEDULE "B"

To the contract dated the 28th day of March, 1994.

BETWEEN:

**CANSTAR SPORTS GROUP INC.**

and

**AMALGAMATED CLOTHING AND  
TEXTILE WORKERS UNION  
AFL - CIO. CLC.  
LOCAL 308**

### ARTICLE I

#### RETROACTIVITY

It is hereby understood that retroactive payment will be based upon the following:

1. For incentive workers - to be based upon latest 13 week average pay performance.
2. For hourly workers - the amount of the increase multiplied by hours worked.
3. It is understood that retroactive payment will be based upon a forty (40) hour week. All hours worked forty (40) hours or less will be considered straight time hours and all hours worked in excess of forty (40) will be considered as time-and-one-half hours for the purpose of calculating retroactive payment.
4. It is understood and agreed that for purposes of retroactive payment calculation no consideration will be given to bereavement pay, jury duty pay, statutory holiday pay or vacation pay.
5. It is further agreed that retroactive payment has no bearing on any insurance amount or benefit payment.
6. It is understood that to qualify for retroactive payment an employee must be on the payroll as of the date of implementation of the general wage increase. Any employee who has retired during this period will receive retroactive payment based on hours worked since March 29, 1994.

**LETTERS** OF AGREEMENT

BETWEEN

**CANSTAR** SPORTS GROUP INC.

and

AMALGAMATED CLOTHING AND  
TEXTILE WORKERS UNION  
AFL - **CIO. CLC.**  
LOCAL **308**

LETTER OF AGREEMENT **#1**

**RE:** JOB EVALUATION PROGRAM  
FOR INCENTIVE-RATED JOBS

**1.01** All incentive and hourly-rated jobs have been classified according to the job evaluation manual and such list of jobs appears in this Agreement as Schedule "A", Article I. A copy of the job evaluation factors together with the codes, descriptions, benchmark jobs, factor values and points per job class shall be incorporated as part of this Letter of Agreement.

**1.02** The description and classification for each job in effect as of the date of this letter and others subsequently established shall continue in effect unless:

- (a) The Company changes the job content to the extent that the job falls into a higher or lower job class.
- (b) The job is terminated or not occupied during a consecutive period of two years.
- (c) The description and classification is changed by mutual agreement of the Company and the Union.

**1.03** Whenever the Company establishes a new job or changes the job content of an existing job to the extent that the job falls into a higher or lower job class, a new job description and classification for the new or changed job shall be established in accordance with the following procedure:

- (a) The Company will develop a description and classification of the job in accordance with the provisions of the manual.
- (b) The proposed description and classification will be submitted to a Union Committee which shall consist of two employees, for approval.
- (c) The applicable job classification shall become effective on the date the new job was established or the date the job content of an existing job was changed.

**1.04** Should the Company and Union Committee be unable to agree upon the description and classification the dispute may be submitted in writing to the grievance procedure commencing at Step No. 2.

**1.05** If the Company is alleged to have established a new job, or changed the job content of an existing job to the extent that the job falls into a higher or lower job class and has failed to submit a new description and classification, the Union shall notify the Company in writing specifying its allegations. The Company and the Union shall discuss the matter, after which the Company shall reply in writing to the Union allegations. If the Company's reply is not satisfactory, the Union may within thirty (30) days of the date of such reply, refer the matter in writing to the grievance procedure commencing at Step No. 2.

Any change in classification shall become effective in accordance with 1.03 (c) provided, however, that retroactivity shall not apply for more than sixty (60) days prior to the date the Union notifies the Company of its allegations.

**1.06** When the Company changes a job but the job content change does not result in the job falling into a higher or lower job class a supplementary record shall be established to maintain the job description and classification on a current basis and to enable subsequent adjustment of the job class assignment of the job for an accumulation of small job content changes in accordance with the following:

- (a) The Company will prepare a record of such change to supplement the original job description and classification.



- (b) Such record will be submitted by the Company to the Union. It will not be necessary for the Union to indicate its agreement with such record. If it is claimed that the Company has incorrectly assessed the job change, or the change or changes in the job, when added to a prior change or changes results in the job falling in a higher or lower job classification, the Union shall notify the Company in writing, specifying its allegations. The Company and the Union shall discuss the matter, after which the Company shall reply in writing to the Union allegations.

If the Company's reply is not satisfactory the Union may within thirty (30) days of the date of such reply refer the matter in writing to the grievance procedure commencing at Step No. 2.

- (c) A notification made by the Union as provided in (b) above must be filed within sixty (60) days of the date the record was submitted by the Company to the Union. The Union may, within such sixty (60) days, request and obtain an extension of time for an additional thirty (30) days beyond the sixty (60) day period to enable them to review the change, in which event any notification made by the Union must be filed not later than ninety (90) days of the date the record was submitted to the Union. Any change in job class shall be effective as of the date of the most recent change in job content.

**1.07** When and if job content changes accumulate to the extent that the job falls into a higher or lower classification:

- (a) The job shall be reclassified to the appropriate job class on the basis of such total accumulation and the reclassification shall become effective from the date of the most recent change in job content.
- (b) The appropriate base rate shall be effective as of the date of such reclassification.
- (c) A new description and classification shall be established in accordance with 1.03 above embodying such accumulation of job content changes.

**1.08** Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job classifications or base rates shall be corrected to conform to the provisions of this Agreement.

## LETTER OF AGREEMENT #2

Whenever a job within the bargaining unit of Local 308, Amalgamated Clothing and Textile Workers Union is combined with another job within the aforementioned bargaining unit and when such combination of jobs becomes a permanent combined job and provided these jobs carry rates of pay contained in more than one job grade when the permanent combination of jobs exists, one standard will be issued for the combined jobs and that standard will be based upon the higher of the applicable grades from the jobs to be combined and will therefore form the basis of payment to the employee involved.

When an employee's job requires more than one distinct operation to be performed, he shall be paid the applicable standard and grade for each operation. If, due to excessive travel between operations an employee suffers loss of earnings the employee may apply to his Supervisor for compensation at the end of shift. Compensation, if justified, will not be unreasonably withheld.

Prior to the introduction of combined or multi-operational jobs, the Company will discuss with the Union Steward of the appropriate department the reasons for said job change(s).

## LETTER OF AGREEMENT #3

The Company and the Union recognize that the positions of Special Make-Up Operator and Special Make-Up Assistant involve a wide range of skills which cannot be acquired without long training. It is agreed that these positions cannot be satisfactorily evaluated under the present job evaluation program. Therefore, anyone hired or transferred into the position of Special Make-Up Operator will do so at a rate not exceeding \$9.75 per hour. At the end of the probationary period the employee will be increased to a rate not exceeding \$11.00 per

hour. One year after transferring into the position of Special Make-Up Operator, the employee will be increased to \$12.85 per hour. The rates for Special Make-Up Assistant shall be \$.20 less than those provided above paid in similar pattern.

#### LETTER OF AGREEMENT #4

For purposes of negotiating a new collective labour agreement the Union's negotiation team shall consist of no more than four (4) members of the bargaining unit.

# LETTER OF UNDERSTANDING

between

**CANSTAR** SPORTS GROUP INC.

and

AMALGAMATED CLOTHING AND  
TEXTILE WORKERS UNION  
AFL - **CIO. CLC.**  
LOCAL **308**

## **RE:** PROVISIONAL RATES PROGRAM

It is agreed that the Company will have the right to implement provisional costed rates on **all** new products and existing operations that at present do not carry incentive minutes. This agreement will be in force for a one (1) year trial period, beginning the first full work week following the date of ratification to the Collective Agreement. Either party may notify the other to terminate this agreement and a meeting will be held in order to **explain** and discuss the reasons-to terminate the **program**. Following such meeting not further explanation's **will** be required should either **party** still feel the need to terminate this agreement.

Should the program not be terminated on or before the termination date following the first year, the option to terminate at the end of each following year will apply to both parties.

Once the program is terminated, employees affected will revert to their quarterly average.

When a provisional rate is implemented, a **familiarization** period will be given until the level of base rate is attained. During this period the employee will be paid his/her current quarterly average.

It is understood that in the event an employee believes the applied rate to be inadequate he/she will bring his/her concern to the attention of their supervisor within two (2) weeks of the

operator working on the provisional rate. An extension to this two (2) week period will be granted if sufficient work is unavailable to assess the said rate. The Company agreed that it must give a written response to the employee(s) and steward within thirty (30) calendar days from the date the concern was submitted to the supervisor.

If after investigation it is felt that the concern is valid, the Company agrees to revise the provisional rate. If the rate is adjusted upward, operators will be compensated retroactively to the date of issue of the rate.

If the operator continues to feel that the rate is inadequate, the operation will be time studied and a rate issued.

It is agreed that any rate issued in the above manner may be grieved as per Schedule 'A', Article IX.

The Company will have a period of twelve (12) months to time study operations with provisional rates. Provisional rates not time studied within that period will be considered permanent and the written work method previously assigned will also become permanent.

The following are changes to the Collective Agreement while the Provisional Rates Program is in effect:

1. 14.03 - Deleted.
2. Article VI - Work Method
  - (a) Delete starting at the middle of the first paragraph. "Until such time..." to the end of the second paragraph.  
  
Add a new sentence as follows: "The suspended rate will be replaced with a Provisional Rate."

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 B = Schedule "B"  
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