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No. OF EMPLOYEES	364		

AGREEMENT S.D.

between

THE ARROW COMPANY

A Division of C uett, Peabody Canada, Inc

and

**AMALGAMATED CLOTHING AND
TEXTILE WORKERS UNION,
WESTERN ONTARIO JOINT BOARD**

LOCAL 303A

APRIL 1, 1989 TO MARCH 31, 1992

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Agreement made ~~as~~ of the first (1st) day of April 1989, between THE ARROW COMPANY a division of CLUETT, PEABODY CANADA INC. (hereinafter referred to as the "Employer") and the WESTERN ONTARIO JOINT BOARD, AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION, LOCAL 303A KITCHENER (hereinafter collectively referred to as the "Union").

It is the intent and purpose of the Employer and the Union that this Agreement shall promote and improve industrial and economic relationships between the Employer and its employees and set forth provisions with respect to wages, hours of work, and conditions of employment of the employees of the Employer.

It is expected that the representative of both parties to this Agreement shall demonstrate in the shop and in all their dealings, the co-operative spirit of the Agreement and shall be **leaders** in **promoting** that amity and spirit of good will, which it is the purpose of this instrument to establish.

In consideration of the premises and the mutual agreements of the parties hereinafter set forth, the Employer and the Union agree as follows:

performing such duties, shall not interrupt or delay production. Any conference between any Union representative or representatives and any group of employees, if held on the Employer's premises during working hours, shall first be arranged with the Employer.

C) The Employer agrees to make available to the Union upon request, such payroll records, production records, methods or sequence of elements records **as** the Union may reasonably require in the performance of its duties **as** the collective bargaining agent for the employees covered by this Agreement.

D) The Union shall have the right to post notices on a bulletin board or boards, provided such notices first are submitted to the Employer for approval. The Employer agrees that approval shall not unreasonably be withheld.

E) In the event of layoff of more than one (1) week, the Union **reserves the right to retain** a senior **steward** on staff provided **that** there are productive people working.

F) Supervisors and Floor Persons shall not perform work normally done by bargaining unit employees except for the purpose of instructing, training, repairs, fault correction or servicing work to employees in the temporary absence of service personnel. Exceptions may also be made in cases of emergency or when no bargaining unit employee is available.

Article 111-SENIORITY AND PROBATIONARY PERIOD

A) All new employees shall serve a probationary period of sixty (60) working days. In exceptional cases, the Employer shall have the right, upon notice to the Union to extend the probationary period for an additional period not to exceed another twenty (20) working days. The Company has sole, exclusive and unlimited right to terminate probationary employees and such termination is deemed to be for just cause. Accordingly no probationary employee may file a grievance relative to his termination. All other terms and conditions of employment, except **as** expressly provided otherwise, shall apply to employees during their probationary period. If the employee is retained at

the end of their probationary period, they will be granted seniority dating back to their date of last hire and become a ~~seniority~~ seniority employee.

B) The Employer shall inform the Union as to all new employees hired and employees whose services have been terminated.

C) It will be the policy of the Employer to give consideration in employment to such qualified and satisfactory workers as the Union may refer to the Employer.

Article IV-UNION SECURITY

A) Membership in the Union shall be required as a condition of employment of each employee.

B) All employees who are now members or hereinafter become members of the Union shall, as a condition of continued employment, remain members in good standing during the term of this Agreement.

C) The Employer agrees to deduct , as instructed by the Union, from the wages of each of its employees, who are members of the bargaining unit and who have authorized the same, the prescribed dues, commencing the first (1st) day of employment, and to remit the same once each month to the Union.

Article V -WAGES

A) Wages shall be paid in accordance with time work rates or piece work rates as outlined in Schedule "A", or Piece Work Off Standard rates, and piece work minimum rates, as outlined in Schedule "B". Any changes in an individual time rate or piece rate, shall be made by mutual agreement of the parties. It is understood that increases in piecework base rates may be necessary due to changes in Provincial minimum rates, in order to maintain adequate incentive pull. It is also understood that such changes may be made by mutual agreement of the parties, Any information in respect to piecework rates and wages which is supplied by the Employer to the Union, will be kept confidential between the parties concerned.

B) Rates for new operations, changed operations or changed conditions shall be set by the Employer. Rates for new equipment shall be set by the Employer and shall be considered temporary for a maximum period of six (6) months. During which time the Employer shall have the right to modify or change the rate. After the period of six (6) months, changing of a rate shall not be done except by mutual agreement.

Both parties agree that the new rate should be tried. If the Union then ~~questions the new rates~~, they may ~~take up the matter in the form~~ of a grievance. The rate shall be set as soon as practicable, using the base rate as outlined in Schedule "A" which is applicable to the particular job group for which the rate is to be set. In the event the qualifications of the job have changed, a new job grouping will be mutually decided on between the Employer and the Union.

C) 1. The Employer and the Union agree that a new operation changed operation, or a changed condition may temporarily affect an employee's earnings while in the process of learning and adjusting thereto. The Employer therefore agrees that in the absence of a retraining incentive they will pay to the affected employee, his average hourly rate as defined in Section "H" until a new piece rate is fixed in accordance with Subparagraph B of Article V. Further, the said average hourly rate of the affected employee shall be guaranteed for a period to be mutually agreed upon. In the alternative, the Employer may use a retraining incentive which shall be so fixed as to enable the employee reasonably to maintain the earnings level as outlined in Schedule "A" for a job grouping which he is in the process of learning and/or adjusting to the new operation, changed operation or changed condition.

2. Production standards will be established on all incentive operations so that a qualified, experienced operator, working at a piece-work incentive pace will have earnings opportunity of at least 130% of the base rate.

3. Upon conclusion of a time study and before the time study observer leaves the operation, he will, if requested, supply in writing to the operator the following:

a) the exact total time over which the time study took place;

- b) the exact time (minus strike-outs) of the time study;
- c) the effort rating per element, if used;
- d) the number of pieces studied.

4. If an employee increases his earnings through his own skill or effort on the prescribed method and can still meet the Health, Safety and Quality requirements of the operation, this will not be interpreted as a changed condition.

All methods, (including new or changed) whether conceived by Management or bargaining unit employees, become the property of the Company. If a new method is considered to be a "trainable" method by the Engineering Department, all employees on that operation will be retrained under the new method and a Maintenance of Earnings policy will apply. All new or changed methods must meet the Health, Safety and Quality requirement of the operations.

5. Employees shall receive a copy and explanation of any corrections made by the supervisor on employee's time cards within one (1) working day of the changes being made.

6. The Company agrees that no employee will suffer a loss of *earnings* during a *time study* provided that ~~the~~ employee demonstrates their usual skill and effort during the study.

D)

1. If an employee is temporarily transferred from one (1) job or operation to another job or operation at the request of the Employer and there is work available on his job or operation, he shall while working on the job or operation to which he has been transferred, be paid his current average hourly rate as defined in Section "H" of this Article, or piece rate earnings on the operation whichever is greater.

2. If the employee is temporarily transferred, due to lack of work on his job or operation to another job or operation, he shall while working on that job or operation be paid, for incentive operations, his average hourly rate or the off standard rate as listed in Schedule "B", whichever is the lesser and in the case of timeworkers, he shall be paid the rate of the job to which he is temporarily transferred.

Temporary transfers under each circumstances shall be considered as work on the employee's job, however the earnings and hours worked shall be excluded from the calculation of the employee's average rate.

3. If the job or operation ceases to exist, and an employee has to be transferred to a new job or operation, the employee shall be paid his off standard rate or his average hourly rate whichever is the lesser until a retraining program can be set.

4. ~~A piece worker will be paid piece work earnings if request is~~ do his job or operation on another product. Earnings will be included in the calculation of the employee's average hourly rate.

5. If an employee is permanently transferred at his request to another job or operation he will be paid at the Off - Standard Rate as listed in Schedule "B" or his average whichever is lower until a retraining program can be set.

6. If an employee is permanently transferred at the Employer's request to another job or operation, and there is work available on his job or operation, he will be paid his average hourly rate until a retraining program can be set. The employee will receive written notice of the transfer from the employer at least five (5) days before the transfer is effective.

7. ~~An employee~~ transferring to a ~~time~~ work operation shall be paid one (1) step below the time work rate of the appropriate time work category, which mostly closely matches their established average before transfer, for thirty (30) days.

8. An employee transferring from one (1) shift to another, on the same job or operation, shall retain his current average hourly rate.

E. MINIMA

Minimum rates are those that are in existence at the present time as outlined in Schedule "A" and "B".

F. Employees who report for work at their regular starting time, in the absence of notice from the Employer, to the contrary, or at such other hour designated by the Employer, shall be paid their established time or piece rate earnings for all work performed between the hour

they report for work and the hour they are dismissed, but in no event shall they be paid for less than:

1. In the case of regular shift employees, first **(1st)** shift or second (2nd) shift, four **(4)** hours.

2. In the case of evening shift employees, two **(2)** hours. The definition of Evening Shift as outlined in Article VI.

This clause shall not apply in the event of power failure, fire or other causes over which the Employer has no control. Failure of other employees to report to work shall be considered cause over which the Employer has no control only if an emergency arises which he could not foresee and he has taken adequate steps to train and provide relief workers. Except that employees shall be paid their average hourly rate while they are in the plant, whether they work or not, until such time as they are told to go home.

G. An employee paid on a piece work basis who is required to wait for work, for any reason shall be compensated at his Average Hourly Rate, as defined in Section "H" for all such waiting time in excess of a total of fifteen (15) minutes per day. Any employee who finds ~~it necessary to wait for work, shall on each separate~~ occasion, punch his card and notify his supervisor immediately. Payment for waiting time shall cover only such times as is approved by the supervisor.

If an employee can be assigned other work temporarily then the Company will waive the fifteen (15) minute deduction. The transferred employee will demonstrate reasonable effort on the new operation.

Machine breakage will be paid at Average Hourly Rate (or Off-Standard Rate if the employee was working on that rate) for all time approved by the Supervisor. If a similar machine is available, the ~~employee~~ may be temporarily transferred to that machine and will work on a piece work basis.

The Company may assign other work to the employee while waiting for the machine to be repaired. The transferred employee will demonstrate reasonable effort on the new operation.

to the provisions dealing with holidays, but there shall be no pyramiding of overtime or of premium pay under the provisions of this contract. All work performed on Sunday, paid statutory holidays, and/or on a seventh (7) consecutive day of work during his regular work week shall be paid for at the rate of double time. In the event, however, that janitors or other employees work on a designated holiday, Saturday or Sunday which falls during their regular work week, they shall work on such designated holiday, Saturday, or Sunday at their regular rate of pay.

D) Method of calculating Overtime Pay

Overtime premium pay shall be calculated in the following manner:

1) In the case of an hourly rated employee, at the employee's established hourly rate at the time such overtime was worked.

2) In the case of a piece work employee at the employee's average hourly rate as defined in Article V, Section H.

E) In allocating overtime work on any job or operation, preference shall be given to employees regularly employed on such job or operation, and insofar as practicable, such overtime shall be distributed equally.

F) Existing practice with reference to rest periods shall continue as heretofore unless otherwise mutually agreed upon by the parties.

G) Emergency Call In Pay: An employee who leaves the workplace and is subsequently called back to work on an emergency basis prior to but not contiguous to his next scheduled shift will be paid three (3) hours pay at his regular rate for the first hour worked. For all time worked in excess of one (1) hour on this emergency, he will receive pay at two (2) times his regular hourly rate.

NOTE: This will not apply to previously arranged overtime.

Article VII - EQUAL DIVISION OF WORK

A) Whenever there is a temporary shortage of work **on** an operation (less than the equivalent of one week's work for one employee) the Company will poll the employees **on** that operation, in order of seniority, to determine if anyone would volunteer to accept a temporary transfer to another operation. If no one opts for a transfer, then the shortage of work will be resolved as in **(B)**.

B) Whenever there is a temporary shortage of work **on** an operation (where the shortage is **known** to be at least the equivalent of one (1) week's work for one (1) employee) the Company agrees to poll the employees on that operation to determine:

1) if someone wishes a short term layoff (minimum of one (1) week,

2) if someone would like to use up some earned vacation;

3) if employees would prefer to share the available work and experience some short time.

If no ones opts for 1 or 2, and 3 is not unanimous, the Company will investigate the possibility of temporarily transferring the employee with the least seniority to another operation.

C) 1) The Company will make every reasonable effort to reassign any employee whose job is eliminated, due to overstaffing or when a complete operation is eliminated due to any change. The employee (s) will be offered any jobs which are available at the time of displacement or any jobs which are known to be coming available in the near future provided they are able to adequately perform, in a competent manner, the job or operation.

If a single job is eliminated, the person with the least seniority **on** that operation, will be transferred. If a complete operation is eliminated, the employee with the most seniority will have the first option and then the person with the next highest seniority and so on. If an employee is transferred at his own request to another operation, he relinquishes his right to return to any of his previous job, until an opening occurs.

If the employee does not accept any of the jobs offered, he may exercise his right to bump another employee.

2) The employee may bump the lowest person on the seniority List in that department provided that they are able to adequately perform, in a competent manner, the new job or operation.

3) If an employee is bumped by a more senior employee and there are still employees with less seniority in the department, then the employee ~~so displaced may use the bumping procedure as described~~ in (2) above.

4) Bumping will not be mandatory from one (I) shift to another.

5) The Company still retains the right to promote or transfer employees to jobs that become vacant through attrition.

6) Any piecework employee who has bumped another piecework employee will be paid the off-standard rate of the ~~new~~ job or his average hourly rate, whichever is lower, until a retraining programme can be established.

7) Any piecework employee who bumps a timework employee or a timework employee who bumps another timework employee shall be paid one (I) step below the timework rate of the appropriate timework category, which most closely matches their established average hourly rate or timework rate before transfer, for thirty (30) days.

8) Anyone who is bumped into a lower category timework job will be paid the top rate of the new job provided that person qualifies for the top rate based on length of service.

NOTE: for the purpose of this article, departments are defined as follows:

Cutting Room (include Fabric Stockroom)	
Backs, Fronts and Sleeves	Collars and Cuffs
Eton Assembly	Manual Assembly
Packaging	Printing
Plant Maintenance	Warehouse - Car. Apparel
	Warehouse General

make adjustments when necessary. Any requests for changes after April 1st can only be made if the Employer agrees and no other employees will be affected regardless of their seniority. Employees eligible for seven (7), six (6), or five (5) weeks vacation may elect to take any weeks entitlement beyond four (4) as pay in lieu of vacation.

3) An employee laid off for more than thirteen (13) full working weeks or absent for forty (40) or more working days during the vacation year, shall be entitled to receive as vacation pay, four percent (4%), ~~six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%),~~ or fourteen percent (14%) of his total earnings from July 1st in one (1) year to June 30th of the following year, according to what he would be entitled to in regard to length of service. A working week means a period of five (5) full days between Sunday and Saturday of that week. An employee absent from work due to an approved Workers' Compensation claim will have such absence considered as time worked for determining vacation entitlement.

4) Any person leaving the employ of the Employer between vacation periods shall receive as vacation pay four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), or fourteen percent (14%) of his earnings from the beginning of the current vacation year to the date of termination depending on the category less any vacation he may have received previously in that period, to which he would be eligible according to the length of service. A vacation year is the period from July 1st of any year to June 30th in the following year.

Any employee who has reached, on the anniversary day of their hire:

- 5 Years
- 11 Years (10 Years Effect. Apr.1, 1990)
- 20 Years
- 30 Years, or
- 35 Years

between July 1 and December 31 shall be eligible, for the additional week of vacation on their anniversary date, this week will be taken by December 31st of the vacation year.

B. Method of Calculation of Vacation Pay

1) For a piece worker, the hourly vacation rate shall be the individual employee's average rate as defined in Article V, Section "H".

2) For a time worker, the hourly rate shall be the regular rate to which the individual employee was entitled on his job as of June 30th in the current year.

3) A week of vacation pay shall then be the individual employee's hourly vacation rate multiplied by the regularly scheduled number of weekly hours of the employee.

C. Vacation Period The vacation period shall be such period between July 1st and August 30th as the Employer shall designate unless otherwise mutually agreed upon. This provision does not apply to the third (3rd), fourth (4th), fifth (5th), sixth (6th), or seventh (7th) week of vacation. Regulations covering the third (3rd), fourth (4th), fifth (5th), sixth (6th) or seventh (7th) week vacation are outlined in Paragraph A, Section 2 of this Article.

D. Time of Payment Vacation pay as hereinabove provided shall be paid immediately preceding the vacation period.

E. Intervening Holidays If a paid holiday occurs during a vacation week and an employee has fulfilled the regulations in respect to Statutory Holiday pay he shall be entitled to an additional day off with pay in lieu of the Statutory Holiday, such day to be mutually agreed upon with the Union.

Article IX - STATUTORY HOLIDAYS

Employees, excluding probationary employees, with less than three (3) months service, shall be paid for the following eleven (11) statutory holidays subject to the further provisions set forth in this article.

New Years Day
Good Friday
Victoria Day
~~Canada~~ Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Two (2) Floating Holidays - To be decided by mutual agreement by October 15th of the preceding year.

Effective April 2, 1991 one (1) additional Floater will be granted to be decided by mutual agreement.

B. Employees shall be paid for each of the above specific holidays. Should any of the holidays fall on Saturday or Sunday, the day celebrated ~~as~~ such shall be considered the holiday.

C. In the case of time rated employees, the pay for such holiday shall be the individual employee's current hourly rate times, the regular scheduled hours of work. ~~In~~ the case of piece employees, the pay for each holiday shall be the individual employee's average hourly rate as defined in Article V, Section "H", times the regular scheduled hours of work. In the case of an employee who would have been permanently and formally scheduled by the Employer to work more or less than the regular scheduled hours of work on the day on which the holiday occurs, such employee shall receive as his holiday pay the amount of pay he would have received had he worked such scheduled hours.

D. 1) An employee who is absent from work without reasonable cause on the work day before or the work day after a holiday shall not be entitled to holiday pay. Reasonable cause shall include the following:

(a) Personal illness of the employee or serious illness in immediate family. The Employer may request a doctor's certificate or other adequate proof thereof.

(b) Death in the immediate family of the employee.

(c) Excused absence by the Employer for any reason.

(d) Absence from work because work is unavailable.

In the event that two (2) or more consecutive holidays are being observed, an employee who fails to qualify on only the day immediately preceding or immediately following the holidays shall lose payment for one (1) of the number of paid holidays being observed.

2) An employee who is absent from work during the entire week in which the holiday occurs shall not be entitled to holiday pay unless such absence is occasioned by personal illness certified by a doctor's certificate or layoff.

3) An employee absent from work because of personal illness certified by a doctor's certificate or layoff shall be entitled to holiday pay unless such employee is ill or laid off for three (3) full consecutive weeks as follows:

(a) The entire week immediately preceding the week in which such paid holiday occurs; and

(b) The entire week during which such paid holiday occurs; and

(c) The entire week immediately following the week in which the paid holiday occurs.

Article X • BEREAVEMENT

A) In the event of the death in the employee's immediate family (which for purposes ~~of this article includes~~ **includes** ~~spouse, Common-law~~ Spouse, Father, Mother, Brother, Sister, Children.

They shall be entitled to bereavement leave, with pay, of up to three (3) working days for the purpose of making arrangements for and/or attending the funeral.

For the purpose of clarification the employee's immediate family shall include all previous relations by marriage and common-law relations but it does not include previous in-laws relations. It will also include step/half and adopted relationships.

B) In the event of a death of employee's:

For probationary employees this payment will be made upon completion of the probationary period and attainment of seniority **status**.

Article XII • EMPLOYEE WELFARE

A. Insurance

1) **An** employee qualifies for the benefits outlined in Schedule "C" after completing six (6) months employment.

2) The Employee agrees to assume full payment of the cost of employee benefits as outlined in Schedule "C". Effective April 3, 1989 and/or at such date the new Benefits becomes effective.

3) All employees who retire under the provision of the **ACTWU** RETIREMENT FUND shall be entitled to the Group Life Insurance coverage as outlined in Schedule "C".

4) The Employer will maintain full benefits as defined in Schedule "C" for all employees who are on leave of absence except maternity leave.

5) The Employer will maintain full coverage of insurance benefits for a maximum of one year for employees on leave of absence for maternity.

B. Retirement

All employees shall retire at age sixty-five (65). However, working extensions may be granted on a year to year basis provided agreement has been reached between the Employer and the Union as to their working status. Only under exceptional circumstances will extensions be granted after the employee's seventieth (70) birthday.

C. Retirement Fund

1) The Employer agrees to pay (two and three quarters percent (2 3/4%)) of all earnings accrued (less vacation pay and statutory holiday pay) of all employees in the bargaining unit, into a Pension Fund for those employees. The Memorandum of Agreement, Declaration of Trust and Regulations thereunder as signed by the parties on February

22nd, 1958 shall henceforth apply, except **as** amended or superseded from time to time thereafter. Effective April 2, 1990 the Employer agrees to **pay** three percent (3%) of all earnings accrued (less vacation pay and statutory holiday pay) **as** outlined above.

Article VIII • LEAVE OF ABSENCE

A) i) Personal Illness or Injury

A leave of absence shall be granted to a seniority employee upon request if the employee is ill or disabled from performing his regular job. Disability due to illness shall be certified by a doctor's certificate from the employee's personal physician, if required by the Company, at the Company's expense. The Company may require the employee to attend an independent medical examination by a local doctor, at the Company's expense, at some time during the disability. Leaves of **absence on account of illness are subject to the following conditions:**

a) Seniority employees with less than one (1) year of service shall be granted a leave of absence for personal illness (not to include maternity leave) up to a **maximum of six (6) months** with the previous job to be guaranteed for the first (1st) three (3) months, and a job of a similar nature guaranteed for the next three (3) months.

b) Employees with more **than** one (1) year **of** service shall be granted a leave of absence for a personal illness (not to include maternity leave) of up to a **maximum of one (1) year** with **the** previous job being guaranteed for the first (1st) six (**6**) months and a job of a similar nature guaranteed for the next six (6) months.

ii) Illness or Injury in the Immediate Family.

A leave of absence shall be granted to a seniority employee upon request, if a member of the employee's immediate family is ill or disabled. The illness or disability shall be certified by a certificate from the employee's family member's personal physician, if requested by the Company. Leaves of absence due to an immediate family member's **illness shall be subject to the following conditions:**

a) Employees with more than six (6) months of service shall be granted a leave of absence for illness in the immediate family of up to a maximum of three (3) months with the previous job being guaranteed.

iii) Maternity

A leave of absence shall be granted to an employee for maternity leave and shall be subject to the following condition:

a) Employees with one (1) year of service shall be granted for their first (1st) maternity leave, while in the employment of the Employer, a leave of up to a maximum of one (1) year, with the previous job being guaranteed to the first (1st) six (6) months and a preference given in the subsequent hiring for the second (2nd) six (6) months to a similar job.

b) For additional leaves of absence given, they will be in accordance with the terms of the Employment Standards Act of the Province of Ontario.

iv) Marriage

Any employee with at least one (1) year's continuous service, upon notice to the company of ~~at least~~ twenty (20) working days, shall be granted special leave, for the purpose of marriage, of up to ten (10) working days, without pay.

B. The initial leave of absence for employees with six (6) months or more of service shall not be more than three (3) months, this leave may be extended for additional periods of (1) month each, up to a maximum of one (1) year.

C. It is understood that leaves of absence and extensions not herein provided may under certain exceptional circumstances be necessary. Leaves of absence and extensions under such exceptional circumstances shall be subject to agreement between the Employer and the Union.

D. Any employee who has been absent on account of illness, upon return to work, must be physically able to perform the work available.

The employer may demand a doctor's certificate as evidence of physical capacity.

E. In case a job or operation has been abolished during an employee's leave of absence, such provisions shall apply to re-employment as would have applied had such employee been at work at the time the job or operation was abolished.

F. Leave of absence without loss of seniority shall be granted to a reasonable number of employees elected to act as representatives of the Union, or as delegates to Union Conventions, conference, and other similar functions. Such employees shall be reinstated to their respective previous job, operations or machine upon return to work, provided that the leave is two (2) weeks or less. In the event of leave of more than two (2) weeks for any of the following reasons such employee shall be reinstated to his previous job and insofar as practicable to the same operation or machine. An employee on leave of absence as a delegate to a Union Convention, conference or other similar function shall be entitled to holiday pay for any holiday which occurs during such leave.

G. Any employee who is granted a leave of absence under this Article shall be given a written authorization thereof by the Employer, which authorization shall include the dates of the beginning and the end of leave of absence. A copy of said authorization shall be sent to the Union within one (1) week of the granting of the leave of absence. Employees on leave of absence wishing an extension should make application in writing for such extension prior to the expiration date of the granted leave of absence.

Article XIV • DISCHARGES

The employer retains the right to discharge for just cause any employee covered by this agreement. The Employer shall notify the Union of the discharge. Upon receipt of said notice, the union shall within three (3) working days, present all complaints of alleged discharge without just cause to the Employer.

If the complaint cannot be adjusted by mutual agreement, it shall be submitted to arbitration for determination. The Employer shall

have the right to submit the disputed discharge to arbitration at any time after complaint is made by the Union.

If the Arbitrator or Board of Arbitration finds that the employee was discharged without just cause, reinstatement shall be ordered, and the payment of back pay may be required in such amount as the circumstances warrant. This Article shall not apply to an employee during his trial period. Failure of a discharged employee to promptly leave the premises when so ordered by the Employer shall in itself constitute just cause regardless of the justice or merit of the discharge itself. It is understood that the employee has the right to file a grievance with the Union.

Article XV - GRIEVANCE PROCEDURE AND ARBITRATION

A. The Union shall designate a representative (herein called the Business Agent) for each of the plants of the Employer. Such Union representatives need not be an employee and may participate in the investigation and adjustment of any grievance arising out of this contract. A representative of the Employer shall meet and confer with the Union Business Agent at any stage of the grievance procedure.

B. Any complaint, grievance or dispute arising out of or relating to the provisions of this Agreement, or the interpretation or performance thereof, shall be taken up for adjustment in the following manner:

1st. Between the aggrieved employee, and, if he wishes, the departmental Union representative, on the one hand, and the supervisor of the department on the other hand. The supervisor shall give his answer within two (2) working days.

2nd. If the manner is not satisfactorily adjusted in Step One, the Shop Chairman shall present the written grievance to the General Production Manager (Benton St.) or the Manager - Distribution (Trillium Dr. Warehouse). The company representative shall give his written answer within three (3) working days.

3rd. If the matter is not satisfactorily adjusted in Step Two, the Union shall present the grievance to the General Manager, Manufacturing/Engineering or his designate. The Company representative shall give his answer within five (5) working days.

4rd. If the matter is not satisfactorily adjusted in Step Three, the National Officers of the Union or a representative designate by them shall present the grievance in Writing to the executive of the Employer designated by it for this purpose. He shall give his answer in writing within ten (10) working days.

C. It is **agreed** that the Employer **shall** have access to the **grievance** procedure in the same way as an employee.

D. Arbitration

1) If the Union and the Employer are unable to adjust any complaint, grievance or dispute, as the case may be in accordance with the procedures provided in paragraph "B" of this Article, then the matter shall be referred to arbitration.

2) Arbitration shall be by an impartial Arbitrator

a.) If an Arbitrator cannot be agreed upon by both parties within one (1) week after a request therefore, then the Arbitrator shall be appointed by the Minister of labour of the Province of Ontario.

b.) As an alternative to a Sole Arbitrator both parties may mutually agree to establish a Three Man Board of Arbitration which shall consist of a Chairman, who shall be agreed upon or appointed in exactly the **same** manner as the impartial Arbitrator above provided for, a representative chosen by the Union and a representative chosen by the Employer.

c.) The compensation and expenses of the impartial Arbitrator or the Board of Arbitration shall, in all cases, be borne equally by the Union and the Employer.

d.) The decision, order, direction, or award of the Arbitrator or Board of Arbitration shall be final, conclusive and binding on the Employer, the Union and the Employees represented by the Union.

3. The parties consent that any papers or notices necessary or appropriate to initiate or continue an arbitration hereunder or to **confirm**, vacate or modify an award, ~~may~~ be served **by** registered **mail** directed to the last known address of the **Employer** and the Union.

4. The Arbitrator or the **Board** of ~~Arbitration~~ shall not have any power to alter any of the terms or provisions of this Agreement or substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the provisions hereof

5. Either party may call such arbitration hearing on giving five (5) days notice by registered mail or two (2) days notice by telegram **to** the other party. The Arbitrator or Board of Arbitration, however, if deemed appropriate by him or them, may call a hearing on shorter notice. The parties consent that arbitration hearings shall be held at such place **as** the Arbitrator or Board of Arbitration shall designate.

6. In the event that any or either party to arbitration shall default in appearing before the Arbitrator or Board of Arbitration, then the proof of the party appearing may be taken and any decision, order, direction or award based thereon.

7. The procedure established in this Agreement for the adjustment of disputes shall be the exclusive means for the determination of such disputes, including strikes, stoppages, lockouts, and acts arising therefrom except **as** expressly provided otherwise in this agreement.

Article XVI • STRIKES, STOPPAGES AND LOCKOUTS

Since this Agreement provides for an orderly method for the adjustment of disputes, all strikes, stoppages, slowdowns and lockouts are prohibited. If, however, a strike, stoppage or slowdown should **occur**, the Union shall **immediately** order ~~the~~ workers to return to work. If a strike, stoppage, slowdown or lockout occurs, the aggrieved party shall have the right to demand an immediate hearing before the Arbitrator or Board of Arbitration on four (4) hours notice.

Article-XVII • EXISTING PLANT PRACTICES

All existing rules, regulations and shop practices of the Employer now prevailing **and not** inconsistent with the terms of this Agreement, shall continue in full force and effect.

The Employer shall have the right to establish new rules, regulations and shop practices which do not conflict with the terms of this Agreement.

Article XVIII • MANAGEMENT RIGHTS

The Union recognizes that it is the exclusive right of the Employer to manage its plants and direct the work force, in particular

1. To maintain order, discipline and efficiency.
2. To layoff, transfer, promote or demote, discipline or discharge employees for **just** cause.
3. To hire, and to make appointments to supervisory capacity.
4. To manage the industrial enterprises in which the Employer is engaged, determine the products to be manufactured the methods of manufacturing, the schedule of production, the kinds of location of machines and equipment to be used, the processes of manufacturing and the nature and quality of its products.

The foregoing enumeration shall not be deemed to exclude other rights of the Employer not specifically set forth, the Employer therefore retains all rights not specifically covered by this Agreement. The exercise by the Employer of any of the foregoing rights or any other rights of the Employer shall not alter any of the specific provisions of the Agreement nor shall they be inconsistent with any of the terms of this Agreement.



Article XIX • **TERMS OF AGREEMENT**

This agreement shall be binding upon the parties hereto and their successors in interest and shall be effective u
shall remain in full force and effect until the 1st day of April 1992. It shall be automatically renewed from year to year thereafter unless on or before the **31st** of January **1992**, or any year thereafter, notice in writing, by registered mail, is given either party to the other party of their desire to propose changes in this Agreement or of their intention to terminate the same, in either of which event this Agreement shall terminate upon the ensuing 1st day of April.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to executed by their duly authorized agents **as** of the date first (1st) above written.

FOR THE COMPANY
Don Bannon
Dave Clarke
Steve DeForest

FOR THE UNION
Len Wood
Patricia Morrell
Peter Thomson
Ramamah Muthuveren
Cathy Merner
Nancy McKenna
Judy Lackner

PAY EQUITY

Bill 154 of the Ontario Legislature enacts a law making it mandatory that companies institute a program which will provide “equal pay for work of equal value” regardless of whether the work is performed by a male or female.

In order to determine the “value” of all our jobs, we have done a “job evaluation” study on each of our operations to determine the value of a particular operation compared to all other operations in the Company. The four **(4)** major components that were compared on each job are:

- 1) Skill (required to perform the job)
- 2) Effort (required to perform the job)

3) Responsibility (attached to the job)

4) Working Conditions (under which the job is performed)

Having **completed** this "job evaluation" study, all of our jobs were **ranked by** point **total**, and using **these** point totals, all **jobs were** placed into seven **(7)** classes. We found that some of our **jobs** were undervalued, some were correct, and some were found to be overvalued.

From April **2, 1990** forward, when general increases are applied, those jobs which are undervalued **will** receive increases greater than the negotiated amounts. Jobs which were valued correctly will receive the full amount of the negotiated increase. Those jobs found to be over valued will have a "Maintenance of Earnings" (M.O.E.) program applied to them. Simply stated, this means that we will not reduce any earnings to achieve pay equity. **We** will, however, apply only a portion of future general increase to these overvalued **jobs** to bring them into line with all other jobs in the Company.

For those jobs which **are** overvalued, you will be given the current **piece rate (or time work rate) and the Payroll Department will add** a subsidy to bring your earnings up to the correct level. [All new employees will get the correct piece rate or timework rate only]. **As** further general increase are applied, the amount of subsidy will reduce until these overvalued jobs reach a state of equity.

SCHEDULE A - 1989

Time Work Rates (effective April 3, 1989)

CATEGORY

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Start	\$6.25	\$6.75	\$7.04	\$7.53	\$8.41	\$8.74	\$9.03	\$11.06
3 Months	6.35	6.85	7.14	7.68	8.56	8.94	9.23	11.21
6 Months	6.45	6.95	7.24	7.83	8.71	9.14	9.43	11.36
9 Months	6.55	7.05	7.34	7.98	8.86	9.34	9.63	11.51
1 Year	6.65	7.15	7.44	8.13	9.01	9.54	9.93	11.66

Piece Work Rates (effective April 3,1989)

GROUP	EARNINGS AT 130%
A	\$7.09
B	7.22
C	7.42
D	8.80
E	9.61
F	10.15

SCHEDULE "A" 1990/1991

Due to Pay Equity all jobs will be assigned a "CLASS". Any job, piecework or timework, will have the same "targeted earning level" if they are in the same class. For timeworkers the **class** rate will be the rate **after 1** year and for piecework job it will be a 130% of Normal effort.

A finalized list of the jobs and their classes will be issued after the Company/Union Pay Equity Committee reviews the jobs, and before January 1, **1990**.

Due to the Pay Equity system it is possible for certain jobs to be paid less than the negotiated Targeted Earning Level, pending further Pay Equity adjustments. This does not effect negotiated general increases, however, any "savings" from the Maintenance of Earnings program will be applied to further adjustments until equity is achieved.

PAY STRUCTURE – TARGETED EARNING LEVELS (after re-classification)

(Broken Down for Time Worker Step System)

Class 1	April 2, 1990	April 1, 1991
start	\$7.30	\$7.65
3 Months	7.40	7.75
6 Months	7.50	7.85
9 Months	7.60	7.95
1 Year	7.70	8.05

Class 7

Start	10.65	11.00
3 Months	10.85	11.20
6 Months	11.05	11.40
9 Months	11.25	11.60
1 Year	11.45	11.80

PIECEWORK RATES AT 130% OF NORMAL

Class	April 2, 1990	April 1, 1991
1	7.70	8.05
2	8.20	8.55
3	8.70	9.05
4	9.20	9.55
5	9.95	10.30
6	10.70	11.05
7	11.45	11.80

SCHEDULE B

Agreement under ARTICLE V, the minimum wage for piecework employees shall be as follows:

1) Minimum starting wage rate for piecework employees shall be equal to the minimum wage as required by Provincial Legislation.

2) Piecework ~~OFF~~ Standard rates as outlined in The Agreement will be as follows:

A.) Between April **3, 1989** and March **31, 1990**, the ~~OFF~~ Standard Rate for Groups A, B, & C will be a flat **\$7.180** per hour with the other groups using the existing formulas of:

GROUP D - 111% OF BASE RATE = **\$7.513/hr.**

GROUP E - 110% OF BASE RATE = **\$8.131/hr.**

GROUP F - 109% OF BASE RATE = **\$8.510/hr.**

GROUP G - 109% OF BASE RATE = **\$8.730/hr.**

B.) On April 2, 1990, the format will change to 90% of the "new base rate structure" and the following Off Standard Rates will be used where called for in The Agreement:

	April 2, 1990	March 30, 1991
CLASS 1	\$7,245	\$ 7,245
CLASS 2	7,380	7,695
CLASS 3	7,650	7,965
CLASS 4	8,280	8,595
CLASS 5	8,955	9,270
CLASS 6	9,630	9,945
CLASS 7	10,305	10,620

BENEFIT CHANGES SCHEDULE "C"

EMPLOYEE WELFARE INSURANCE

Agreement under Article XII, the following is the outline of the various Insurance coverages effected by the Employer for the benefit of employees in the bargaining unit and their eligible dependents, after the employee has completed six (6) months of employment.

GROUP LIFE INSURANCE

All active employees shall be insured for a principal sum of \$5,000, payable as a death benefit.

Retired employees shall be insured for a principal sum of \$2,000, payable as a death benefit.

ONTARIO HEALTH INSURANCE PLAN

The employer is responsible for the full cost of O.H.I.P. rates for all eligible active employees and/or their spouses and/or dependents, less the employee's share which is limited to a maximum contribution of

\$1.00 per month single coverage
or
\$2.00 per month family coverage

Effective January 1, 1990 the Company will be assuming the full cost of O.H.I.P. for all eligible active employees.

SICK BENEFIT PROGRAM

This program will provide as follows:

1. Sick benefit payments up to 66 2/3% of U.I.C. insurable earnings to a **maximum** weekly benefit **equal** to the current **maximum**. That is the maximum **as** prescribed by the U.I.C. Act.

2. The benefit under the plan will be payable if an employee is insured as a result of a non-work related accident, from the first day of the accident, in the event of sickness from the eighth (**8th**) day of sickness or the first day of hospitalization for a maximum duration of fifteen (**15**) weeks.

To qualify for "1st day hospital benefit", hospitalization of at least twenty-four (24) hours will normally be required. However, qualification will also be allowed if outpatient procedures are performed which would not usually be performed in a Doctor's office.

DRUG PLAN

The Company will assume the cost of an Extended Health Plan for all employees, their spouses and/or dependents which will provide the following coverage.

a) A drug plan which will reimburse 80% of the cost of covered drug charges prescribed by a licensed physician and dispensed by the licensed pharmacist.

b) Hospital charges for a semiprivate room which are over and above the ward level paid by the Provincial Medicare Plan.

c) 50% of charges incurred for regular nursing services, provided the registered nurse is not a member of the employees immediate family and the nursing service is medically necessary and prescribed by the attending physician and is not covered under the Provincial Medicare Plan.

d) ~~The reimbursement of up to 50%~~ of the reasonable and customary charges of hospital expenses or physicians expenses incurred

when traveling outside the Province of residence, which are over the above the amount provided by the Provincial Medicare Plan.

SCHEDULE "D"

1. Vacation schedule as defined in Article VIII, Section "A", any employee ~~who as~~ of June ~~30th~~ in any year, has completed the required number of years of service will be entitled to the following weeks of vacation, with pay, subject ~~to~~ the terms of Paragraph 3, Section "A"

NUMBER OF YEARS OF SERVICE	VACATION PAYMENT	TIME OFF FOR VACATION
Less than 1 year	4% of earnings	1 week
1 Year, but less than 2 years	4% of earnings	2 weeks
2 Years	2 weeks	2 weeks
5 Years	3 weeks	3 weeks
11 Yeats	4 weeks	4 weeks
20 Years	5 weeks	5 weeks
30 Years	6 weeks	6 weeks
35 Years	7 weeks	7 weeks

Effective June 30, 1990

10 Years	4 weeks	4 weeks
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2. Vacations of employees with less than two (2) years of service are subject to Provincial Regulation as set forth in the Employment/Act of Province of Ontario.

3. Vacation time of over four (4) weeks is subject to employee option. This option allows an employee, if specified before May 31st of a vacation year, to opt out of taking additional fifth (5th), sixth (6th), or seventh (7th) week or all three (3), however, they will receive the pay for the opted time at normal vacation time, or at such other vacation time as the employee may specify, should be elect to take such vacation option.

SCHEDULE "E"

Effective April 1, 1990 the Company will pay \$1.50 per month per active employee to the Amalgamated Clothing and Textile Workers Union to establish a fund for the exclusive use of the Arrow Company employees for training and attending courses.

This amount will be paid monthly on a separate cheque and forwarded with the Union Dues.

LETTER OF UNDERSTANDING

a) It is agreed that the Company will pay Union Stewards and Union Officers, provided they are employees, for all time lost from work to attend meetings requested by the Company as well as time required by relevant legislation.

b) For time spent on other Union business by Union Stewards, and Union Officers the Company will pay all such time as indicated on these employees time cards. The Union will on a monthly basis, reimburse the Company for all such payments made to the Union representatives in B). If there are any discrepancies between the records of the Union and the records of the Company regarding these amounts, the Company upon proof of having paid out such monies will be reimbursed by the Union,

c) All time referred to in A) and B) will be paid at the employee's current Average Hourly Rate for pieceworkers or their timework rate for timeworkers.

LETTER OF UNDERSTANDING MAINTENANCE OF EARNINGS

Whenever a piece rate is changed due to a changed condition on an existing job, or a piece rate is set on a new job, any looseness that existed in the "old" rate will be added to the new job earnings in the form of a subsidy paid for in the Payroll Department.

Any operation which is found to be overvalued after a Job Evaluation process has been applied, in conjunction with Pay Equity Legislation, will be treated in the same manner.

The correct piece rate or timework rate will be given to the employees to apply to their card. Any new employee or employees transferred to the operation which has an M.O.E. will use the piece rate or timework rate with no subsidy.

Whenever general increases are granted to these jobs, the following adjustments will be made until these subsidies are completely depleted:

IF A JOB IS UP TO 5% LOOSE, GIVE 75% OF THE GENERAL INCREASE UNTIL THIS SUBSIDY IS DEPLETED.

IF A JOB IS BETWEEN 5.1% AND 10% LOOSE, GIVE 65% INCREASE UNTIL DEPLETED

10.1%	"	15%	"	"	60%	"
15.1%	"	20%	"	"	55%	"
20.1%	"	UP	"	"	50%	"

If a job is measured at say, 14% loose, it will always get 60% of any general increases until the subsidy is depleted.

The Employer agrees that any savings gained by the above program will be directly applied to achieving the Pay Equity Targets.

When an M.O.E. is established on a job or operation the Employer will meet with the employee involves and a Union representative and explain the M.O.E. agreement. It will be signed by the Employer, Union Representative and the employee involved and a copy given to each.

TAB CODE: 00907
CODE MÉCANOGRAPHIQUE

INDUSTRY
INDUSTRIE

EMPLOYER /
EMPLOYEUR: (243 5 006 01)

Arrow Company

LOCATION:
LOCALITÉ:

UNION/SYNDICAT

NOTES/REMARQUES

TERM AGT - MOS DUREE DE LA CONV. - MOIS	SETTLEMENT DATE DATE DU REGLEMENT
EFFECTIVE DATE DATE D'ENTREE EN VIGUEUR	TERMINATES PREND FIN
DURATION OF NEG. IN MONTHS DUREE DES NEGOCIATIONS EN MOIS	STAGE AT WHICH CLOSED STADE DE LA CONCLUSION
REOPENER REOUVERTURE	<input type="checkbox"/> WAGES / SALAIRES <input type="checkbox"/> WORK. COND. / COND. DE TRAV.
DATE	

SALAIRE DE BASE ANTERIEUR UTILISE ET TITRE DE L'EMPLOI:

PREMIERE CONVENTION JUR. FED. V PSSRA
LRTFP
PROV

Delete from sample.

ADD Sept 87

COLA EXISTS / EXISTE
CIVC DISCONTINUES

NO. OF EMPLOYEES
N° D'EMPLOYES

435

DATE	WAGE SALAIRE	INCREASE BASIS BASE D'AUGMENTATION	ACROSS BOARD / GENERALE		%
			<input type="checkbox"/>	<input type="checkbox"/>	
TOTAL INCREASE AUG TOTALE					