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DATE OF EFF.	96	12	02
TERM.	11	11	28
No. OF EMPLOYEES	1203		
NOMBRE D'EMPLOYÉS	1203		

COLLECTIVE AGREEMENT

Between:

HATHAWAY CANADA LTD.

And:

UNION OF NEEDLETRADES, INDUSTRIAL & TEXTILE EMPLOYEES  
 AFL-CIO, CLC.  
 Local-1903

EFFECTIVE DATES

DECEMBER 2, 1996

TO

NOVEMBER 28, 1999

RECEIVED  
 JUL 14 1998

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**HATHAWAY CANADA LTD.**

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AGREEMENT made this 2nd day of December, 1996 between HATHAWAY, located in Prescott, Ontario, hereinafter-referred to as the "Company", and the UNION OF NEEDLETRADES, INDUSTRIAL & TEXTILE EMPLOYEES, AFL-CIO-CLC, hereinafter referred to as the "Union".

It is the intent and purpose of the Company and the Union that this agreement shall promote and improve industrial and economic relationships between the Company and its employees, and provide for wages, hours of work, and conditions of employment of the employees of the Company. Representatives of both parties to this Agreement shall represent in the shop and in their dealings the co-operative spirit of the Agreement and shall be leaders in promoting that amity and spirit and good-will which it is the purpose of this instrument to establish.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

#### **ARTICLE 1 - SCOPE OF AGREEMENT**

- 1.01** The term "employee" as used in this agreement shall include all employees of the Company's plant except executives, administrators, supervisors, foremen, assistant foremen, mechanics, office employees, watchmen and salesmen. It shall exclude all students regularly employed for less than 24 hours per week or during summer vacation period.
- 1.02** Where the masculine pronoun is used herein, it shall mean and indicate the feminine pronoun where the context so applies.
- 1.03** The Union acknowledges that it is the exclusive function of the Company to:
- (a) Maintain order, discipline and efficiency.
  - (b) Hire, discharge, classify, direct, transfer, promote, demote, lay-off, and suspend or otherwise discipline, for just and reasonable cause, employees subject to the provisions of this agreement; and
  - (c) Generally to manage the industrial enterprise in which the

Company is engaged, and without restricting the generality of the foregoing, to determine the product to be manufactured, methods of manufacture, schedules of production, kinds and locations of machines and tools to be used, process of manufacturing, the engineering and design of its products, the control of materials and parts to be incorporated in the productions produced, and the extension, limitation, curtailment or cessation of operations.

- 1.04 The Company agrees that these functions will be exercised in a manner consistent with provisions of this Agreement and the collective bargaining rights of the Union.
- 1.05 All letters of intent listed in schedule "B" shall form part of this Collective Agreement.

## **ARTICLE 2 - RECOGNITION AND UNION STEWARDS**

- 2.01 The Company recognizes the Union as exclusive collective bargaining agent for all its employees covered by this Agreement.

### **Union Stewards**

- 2.02 Union stewards will assist employees working in their respective departments in presenting their complaints to the designated representative of the Company in accordance with the grievance procedure. One Union steward shall represent each of the following departments or groups of departments and will be an employee of the department or group of the department he represents.

Cutting Department  
Parts Making Department  
Assembly Department  
Finishing Department

- 2.03 The Union shall notify the Company in writing of the names of the Union stewards and the department or group of departments each represents

and of any changes of the personnel of the Union stewards.

- 2.04 It is mutually agreed that employees shall not be eligible to serve as stewards until they have become permanent employees and have had at least one year of seniority.
- 2.05 It is understood that Union stewards have their regular work to perform on behalf of the Company and, if it is necessary to service a grievance during working hours, they will not leave their work without obtaining permission of their foreman. When resuming their regular work, they will report to their foreman. Permission shall not be unreasonably withheld.
- 2.06 The Company agrees to compensate Union stewards and officers for time lost in settling grievances, or attending meetings with Management at their average hourly rate. The Company reserves the right to limit such time if it deems the time so taken to be excessive. It further reserves the right to ask for an accounting of the reasons for the meetings.
- 2.07 The Company will not be required to pay for any time spent by the Union stewards in servicing grievances outside their regular working hours.

### **ARTICLE 3 - UNION MEMBERSHIP AND NEW EMPLOYEES**

#### **Trial Period**

- 3.01 All new employees, during the first three (3) months of their employment, shall be deemed to have been employed for a trial period only and the Company may discharge such new employees during said period, in its sole discretion, provided that its discretion may not be exercised in a manner that is arbitrary, discriminatory, or in bad faith.

#### **New Employees**

- 3.02 All new employees who, as of the date hereof, are members of the Union in good standing in accordance with the constitution and bylaws of the Union and all employees who may hereafter become members shall, as a condition of continued employment, remain members in good standing during the life of this Agreement.

**ARTICLE 4 - CHECK-OFF**

- 4.01** The Company agrees to deduct weekly from the earnings of all employees who have signed a card authorizing the Company to do so, an amount equal to the union dues as certified by the Union to the Company. Such deduction of dues shall commence with the pay earned in the first (1) full week of employment. If the employee receives no remuneration in any one (1) week, then no deductions will be made for that week.
- 4.02** Upon completion of their probation period, the Company agrees to deduct from the earnings of all new employees who have signed a card authorizing the Company to do so, the Union Initiation Fee, as certified by the Union to the Company.
- 4.03** All monies deducted for Union dues or Initiation Fees shall be remitted promptly by the Company to the Ontario Joint Council, UNITE, Suite 700, 15 Gervais Dr., Don Mills, Ont., M3C 1Y8, whose receipt thereof shall be considered as a full discharge to the company for the amount so deducted.
- 4.04** The Company shall, at the time of making each remittance to the Ontario Joint Council, UNITE, specify the employees from whose pay such deductions were made.
- 4.05** The Local shall promptly certify to the Company, in writing, the dues and/or initiation fees presently in effect and in the event the Local Union, in accordance with the terms of the Local's By-Laws and/or the Constitution of the UNION OF NEEDLETRADES, INDUSTRIAL & TEXTILE EMPLOYEES shall change the amount of its dues and/or initiation fees, the Local Union shall notify the Company, in writing, and the Company shall thereafter deduct dues and/or initiation fees in accordance with such notification commencing four (4) weeks following the receipt of notification.

**ARTICLE 5 - HOURS**

- 5.01** The standard work week will be 40 hours Monday to Friday inclusive. The working hours are as follows: 7:30 a.m. to 4:00 p.m. Each employee will have a one-half hour luncheon break at a time designated for his department.

- 5.02** The Company will grant a ten (10) minute rest period approximately mid-way in the first half of the daily work shift and another ten (10) minute rest period approximately in the second half of the work shift.
- 5.03** All authorized work performed in excess of 40 hours in any work week from Monday to Saturday, will be considered overtime and paid at one and one half (1 1/2) times the employee's regular hourly rate. All work performed on Sunday will be considered overtime and paid at twice the employee's regular hourly rate.
- 5.04** Overtime pay for employees hired other than the hours referred to in Article 5.01 above shall be calculated in accordance with Article 5.03.
- 5.05** All overtime shall be distributed equally whenever possible. When overtime is required, the employee with the most seniority on the job in question will be asked first on a rotating basis. Employees are expected, to co-operate and perform overtime work when requested to do so. However, no employee will be penalized if overtime work is refused.
- 5.06** The Company will grant a 15 minute work break if the employee works a minimum of 2 hours overtime. Hourly employees shall be paid for 15 minutes at one and one half times their hourly rate. Piece workers shall be paid for 8 minutes at one and one half times their quarterly average.

#### ARTICLE 6 -WAGES

- 6.01** The Company agrees to pay and the Union agrees to accept, for the term of this Agreement, the schedule of wage rates in effect at the date hereof as set forth in Schedule "A" of the Wage Rates and Job Classification attached hereto and forming part of this Agreement.
- 6.01A** Schedule "A" wage rates and job classifications are guaranteed only until piece rates are established.
- 6.02** The Company may, at its discretion and in lieu of sending an employee home at any time, assign such employee who is waiting for work to another operation. The compensation for such work done in the case of an hourly worker shall be his standard hourly rate as long as due diligence



is maintained.' The compensation for such work, in the case of a piece-rated worker shall be his current average hourly rate or piece-rate earnings as long as due diligence is maintained, whichever is greater.

**6.02A** In the event that the employee requests an operation in lieu of going home, he shall be compensated by 80 percent of his quarterly average or piece-rate earnings on the operation, whichever is greater.

**6.02B** An employee's quarterly average is computed four times a year. The computation is based on the employee's earnings during the period of:

December, January, February,  
March, April, May,  
June, July, August,  
September, October, November.

The quarterly average is computed by the payroll department and is arrived at by dividing an employee's regular pay by the number of hours worked.

For example:

160 hours at \$6.50 per hour =	\$1040.00
160 hours at \$6.25 per hour =	\$1000.00
80 hours at \$6.35 per hour =	\$ 508.00
40 hours at \$6.55 per hour =	\$ 262.00
40 hours at \$6.00 per hour =	\$ 240.00
 480	 \$3050.00

Therefore, \$3050.00 divided by 480 hours equals \$6.35 per hour. The operator's quarterly average of \$6.35 per hour will be used during the next quarter as a base for computation of Excess and Waiting time and Holiday pay. Make-up pay will not be used as part of the gross earnings for the computation of quarterly averages.

**6.03** Since employment is dependent upon the demand for the Company's products, the parties hereto recognize the importance of attaining and maintaining maximum employee efficiency and productivity and of

continual progress in the development of improved manufacturing methods to meet customer requirements on a competitive basis.

**6.04** It is recognized and agreed that it is the right of the Company to institute changes in tasks, work assignments or incentive rates, and the following procedure shall apply.

- (a) The Company shall first inform the Union of the fact that a change is to be made and of the approximate date thereof. The parties shall meet and, except in the case of emergencies, discuss the proposal at least one (1) week before the day fixed for the institution of such change. The Company will furnish all information which is necessary for a complete understanding of the proposed change. The parties referred to above shall mean any two (2) of the following officers, President, Vice-President, Recording Secretary, Financial Secretary or Steward of the department involved.
- (b) If there is any question as to the equity of the changes in tasks, work assignments or new incentive rates, a trial period not exceeding fifteen (15) working days shall be instituted in order to give fair trial to such tasks or work assignments or incentive rates. If, following the trial period, there is no agreement between the parties, the Union, within ten (10) calendar days following the end of the trial period, may present a written statement of its grievances, and if the same shall not be satisfactorily adjusted by negotiations between the parties within a further fourteen (14) calendar days thereafter, the matter may be submitted by either party to arbitration for a final and binding decision.
- (c) No worker shall receive assistance during the trial period which he would not normally receive.
- (d) During the trial period referred to in (b) -above, the employee shall be paid on the basis of his new incentive rate, provided that any increase in the said rates arising by

mutual agreement between the parties out of negotiations referred to above; or resulting from the decisions of the Arbitrator, will be made retroactive to the date that the new rates were made effective.

- (e) It is agreed that the Union Engineer shall have access to the plant for the purpose of time studying any operation in question. Complete background data for thorough knowledge of the job will be supplied by the Company. It is further agreed that completed time studies of both parties will be exchanged concurrently.
- (f) The Company agrees that, if piece-work rates are adjusted, then incumbent employees in the job so effected will not lose earnings as a result, unless the change in job content of the operation amounts to five (5) percent or more. The Union agrees that, if a piece-work rate is adjusted due to a change in methods, process, materials, conditions or mathematical error, and such change amounts to five percent (5) change or more, then incumbent employees shall be paid at the new piece-work rate established as a result of such change.

**6.05** Where an employee is called into work for an emergency at any time other than his regular designated or scheduled shift, he will receive a minimum of four (4) hours' pay at time and one half his regular rate of pay.

**6.06** Deleted

**6.07** Adjustment in individual rates for, and rates of, any new or changed operation shall be established by mutual agreement of the parties, or, if the parties fail to agree, shall be submitted to arbitration as provided in Article 17 of this Agreement.

#### **ARTICLE 7 - PAY FOR WAITING TIME**

**7.01** Employees who are paid on piece-rate and who are required to wait for work due to machine breakdowns or other causes beyond their control

shall be compensated for all such waiting time at the average hourly earnings for such employees. The foregoing shall not apply in cases of power or boiler failure, fire or other cause over which the Company has no control.

- 7.02** Any employee who finds it necessary to wait for work shall, on each separate occasion during each day when he waits for work, notify the foreman or forelady in charge of his work of the beginning and the end of such waiting period.
- 7.03** An employee is expected to work at any job assigned as long as his average is paid even though there may be work available on his assigned job.
- 7.04** In the event of power or boiler failure, fire or other cause over which the Company has no control, an employee shall be paid for all waiting time in excess of one (1) hour.

#### **ARTICLE 8 - PAY FOR REPORTING TIME**

- 8.01** Employees who report for work at their regular starting hour, in the absence of notice from the Company to the contrary, or at any hour designated by the Company, shall be paid at their established hourly or piece-rate earnings for all the time between the time they report for work and the hour they are dismissed for the day, but in no event for less than four (4) hours in the forenoon and three (3) hours in the afternoon, provided, however that this clause shall not apply in cases of power or boiler failure, fire or other cause over which the Company has no control; provided further that this clause will not apply if the employee affected has requested to leave his or her work before dismissal time for his or her own personal reasons. Employees not designated as eight-hour-per-day employees will have such time allowed pro-rated.

**ARTICLE 9 - HOLIDAYS**

**9.01** The following will be observed as plant holidays:

New Years Day	Good Friday
Victoria Day	Dominion Day
Civic Day	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	

**9.02** The above nine holidays will be paid for regardless of the day on which they fall. Employees shall receive pay on the basis of their hourly average rate or equivalent for the number of hours they would have worked had it not been a holiday.

**9.03** In the event of a paid holiday falling on a Saturday, Sunday, or during the vacation period, another day will be declared in lieu of the holiday.

**9.04** Authorized work performed on a holiday shall be paid for at the rate of double time on the basis of the regular hourly earnings of the individual plus holiday pay where applicable.

**9.05** An employee who is absent from work without a valid or legitimate reason during any part of the work day before or the work day after a holiday, shall not be entitled to holiday pay. An employee who is absent from work during the entire week during which the holiday falls, shall not be entitled to holiday pay, unless such absence is occasioned by personal illness, certified by a doctor's certificate if requested. An employee absent from work because of personal illness, certified by a doctor's certificate, shall be entitled to holiday pay unless such employee is ill for three (3) 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 week immediately following the week in which the

paid holiday occurs.

- 9.06** An employee will not be disqualified for payment for such holidays if he is absent on either or both of the qualifying days with the permission of the Company or as a result of illness, jury duty, bereavement in the immediate family or lay-off. In case of illness, a doctors certificate may be required.
- 9.07** The day before Christmas Day and the day before and the day after New Years Day shall be holidays without pay. The day before and the day after shall be normally scheduled working days.
- 9.08** An employee shall suffer no loss in his statutory holiday pay if he is granted permission to be absent for all or part of the qualifying days.

It is understood that the granting of permission will be determined by management and will be based on his length of service, attendance record, lateness record, etc., and availability of employees to perform his job. It is understood that any request for permission to be absent under the above wording will be made at least one (1) full week in advance of the occasion.

## ARTICLE 10 - VACATION PAY

### Eligibility

- 10.01** All employees as herein provided shall receive vacation and vacation pay annually. An employee otherwise eligible for vacation pay shall not be deemed ineligible because of the fact that he or she is temporarily laid off at the commencement of the vacation period.
- 10.02** Employees who, prior to the vacation period, are discharged for just cause, and employees who voluntarily leave the employ of the Company prior to the vacation period shall be entitled to vacation pay in accordance with Provincial Law.
- 10.03** Any employee who is on leave of absence granted by the Company at the commencement of the vacation period shall receive regular vacation pay.
- 10.03A** Any employee who is absent due to illness during plant vacation shut-

down may, at his discretion, request compensatory vacation time off at a later date. The request must be submitted to the Plant Manager together with the employee's Doctor's statement.

### Vacation Period

**10.04** The normal vacation period shall fall in the months of July through August at a time to be established by the Company. The normal vacation period shall be three (3) weeks.

### Vacation Time Allotment And Pay

**10.05A** Extended vacations (4,5,6, weeks) must be taken within twelve (12) months of their anniversary date and may be taken -

- a) Immediately before or after summer vacation shutdown,
- b) Other times.

**10.05B** Employees requesting extended vacations as in "A" shall make their requests prior to April 1. Where such requests might adversely affect production the Company will grant priority to the senior employees. Notification of company approvals will be given employees by April 15th.

**10.05C** Employees requesting extended vacations at other times must make their request 30 calendar days in advance. The company will notify employee of approval/disapproval within seven (7) calendar days of the request. Where such requests might adversely affect production the Company will grant priority to the senior employee.

LENGTH OF SERVICE	VACATION PAY %	WEEKS DUE	WHEN
Less than 5 years	4%	2 -	During Summer Vacation Shutdown
5 years up 10 years	6%	3 -	" "
10 years up 16 years	8%	4 - 3	" "
16 years up 25 years	10%	5 - 3	" "
Over 25 years	12%	6 - 3	" "

### Vacation Pay Calculation And Time Of Payment

**10.06** Vacation pay for the normal three (3) week vacation period will be paid on the pay day immediately preceding the vacation period and will be calculated as 4 per cent of gross earnings for the period ending two (2) weeks prior to the vacation period and commencing on date of employment or the last normal vacation pay calculation date whichever is the lesser.

For those employees whose longevity with the Company entitles them to three (3) weeks vacation, their vacation pay will be calculated at 6 per cent.

**10.07** Vacation pay for a merited fourth (4th) week's vacation will be paid on the pay day immediately preceding the extra week's vacation period, and will be calculated as two (2) per cent of gross earnings for the one (1) year period prior to and ending on the anniversary date.

**10.08** Vacation pay for a merited fifth (5th) week's vacation will be paid on the pay day immediately preceding the extra week's vacation period, and will be calculated as two (2) per cent of gross earnings for the one (1) year period prior to and ending on the anniversary date.

**10.09** Vacation pay for a merited sixth (6th) week's vacation will be paid on the pay day immediately preceding the extra week's vacation period and will



be calculated as two (2) per cent of gross earnings for the one (1) year period prior to and ending on the anniversary date.

- 10.10 Employees who have not taken their merited fourth (4th), fifth (5th), or sixth (6th) week's extra vacation during the twelve (12) months following their qualifying anniversary date will receive their corresponding vacation pay at the end of said twelve (12) month period.
- 10.11 Effective as of December 3rd, 1979 vacation pay will be paid on vacation pay.

### **ARTICLE 11 - LEAVE OF ABSENCE**

- 11.01 Employees off work for more than five (5) working days must have a leave of absence form signed by the Company. The union shall receive copies of all leaves of absence. Leaves of absences for legitimate personal reasons may be granted without pay for a period of up to three (3) months.
- 11.02 An employee who is unable to perform his regular assigned duties due to a non-work related illness or injury, which disability is certified by a physician, shall be granted a leave of absence for the period of such disability up to the length of his seniority with the company or twelve (12) months, whichever is the lesser.
- 11.02A Employees returning to work from a leave of absence granted under 11.02 shall return to the job they held at the start of the leave.
- 11.02B An employee who is unable to perform his regular assigned duties due to a work related illness or injury, which disability is certified by a physician, shall be entitled to a leave of absence for the period of the disability, but in no case shall the leave total more than 24 months from the date of the injury subject to the requirements of the Workers' Compensation Act.
- 11.02C Articles 11.02, 11.02A, 11.02B, 12.09 and 12.10 shall be applied in accordance with the provisions of the Human Rights Code.
- 11.03 The Company will grant leave of absence without pay to the delegate Union members to attend Union Conventions, or Conferences, provided

the Company is given reasonable notice when the request is made.

- 11.04** An employee shall be entitled to pregnancy or parental leave in accordance with the Employment Standards Act of Ontario.
- 11.05A** The Company agrees to grant time-off, upon request, with pay at their regular rate, to any permanent employee, for three (3) scheduled work days, who suffers a death in the immediate family. It is understood that such days are, the day before, the day of, and the day after the funeral or two days prior to and the day of the funeral. Immediate family shall mean husband, wife, common-law-spouse, mother father, child, sister, brother, mother-in-law, father-in-law, grandparents, or grandchild of the employee, daughter-in-law and son-in-law. One (1) additional scheduled work day shall be granted with pay, upon request, to an employee who attends a spring burial of a family member noted above.
- 11.05B** An employee is entitled to one (1) day off with pay in the event of the death of his/her brother-in-law, sister-in-law, great-grandparents, and one (1) day with pay in the event of the death of a grandparent of the employee's spouse. It is understood that it must be the day of the funeral.
- 11.06** An employee who is called for jury duty will be permitted such absence without penalty. In addition he will be compensated by the Company for the difference between payment received for such services and the payment he would have received for the straight time hours he was thereby required to lose from his regular work schedule. Differential payment shall be made for such jury call and-or jury duty only upon presentation of documentary evidence of government payment for same.

## ARTICLE 12 -DIVISION OF WORK

- 12.01** New employees will serve a probationary period of ninety (90) days before acquiring seniority rights. Their seniority will then date back to their starting date with the Company.
- 12.02** Seniority will be recognized on a departmental and plant wide basis, and a list will be posted on the bulletin board within thirty (30) days following the signing of this Agreement.
- 12.03** The seniority list shall be revised every six (6) months, with a copy posted and copy supplied to the Union.
- 12.04** Deleted
- 12.05** A-B-C-D-E-F-G Deleted

- 12.05H** An employee who has been promoted from the bargaining unit to the supervisory staff, and transferred back to the bargaining unit within six months, shall return to his former department without loss of any seniority.
- 12.06** When circumstances require a reduction in the working force, all probationary employees will be laid off first. Thereafter, employees will be laid off in the inverse order in which their names appear on the seniority list, provided the employees who remain because of greater seniority are able and willing to perform whatever work is available, and further provided that they can perform the job provided without make-up after an appropriate training period.
- 12.07** Exceptions to the aforementioned seniority rules shall be in the case of the Union Committee who shall, in the event of a lay-off, be continued at work regardless of their position on the seniority list, provided any of the employees in their respective departments are still employed in that department. This is provided also that the Union official concerned is willing and able to carry out whatever work is then available. The Union committee shall consist of the President, Vice-President, Recording Secretary, and the Financial Secretary.
- 12.08** When employees are recalled to work after a lay-off, they will be called in the inverse order to that in which they were laid off, subject to the provisions of 12.06 above.
- 12.09** An employee shall lose seniority and employment shall be deemed to have terminated if he:
- (a) voluntarily quits the employ of the Company,
  - (b) is discharged by the Company and such discharge is not reversed through the grievance procedure,
  - (c) fails to report for work within five (5) days after he has been notified by the Company, or fails to advise the Company within two (2) days of receipt of notice of his intention to return,
  - (d) has been laid off for twelve (12) consecutive months.

- 12.10** An employee shall not lose any seniority because of absence due to sickness, accident, other legitimate reason or when on authorized leave of absence, and his seniority shall accumulate up to the length of time determined in accordance with Article 11.02, but in no case shall seniority accumulate beyond twelve (12) months.
- 12.11** If an employee finds that he is unable to report for work, he should notify his foreman by 8:30 a.m. Failure to do so may result in extra point losses.
- 12.12** It shall be the duty of the employees to notify the Company promptly of any change of their address. If any employee should fail to do this, the Company will not be responsible for failure of notice to reach the employee.

### ARTICLE 13 -INSURANCE

- 13.01** The following schedule of benefits shall be provided by the Company for all employees after completion of their probationary period. All required medical forms must be completed accurately and in their entirety prior to any claims being paid.
- (a) Life insurance \$10,000 and A.D.D.  
Life insurance \$5,000 for (5) years after normal retirement
  - (b) O.H.I.P. - Company agrees to pay 100% of O.H.I.P. premium,
  - (c) 80% paid semi-private hospital accommodation for eligible employees and their eligible dependants.
  - (d) Eye-glass Plan - One hundred and ten (\$110.00) per year maximum for eligible employees and seventy-five (\$75.00) per year maximum for eligible dependants.
  - (e) 80% paid plan for drugs, prof. fees and supplies for eligible employees and their eligible dependants.

- (f) Weekly indemnity at 66 2/3% of average for: illness and accident - from fourth day, first day if hospitalized overnight, 26 weeks for illness or accident.

Weekly indemnity will be paid for loss of work due to illness or accident but not for days during which the employee would not have worked anyway. This includes vacations, lay-offs and shutdowns.

Eligibility for weekly indemnity shall depend on provision by the employee of medical information as to the reason for absence and its expected duration. The Company and its Agent reserves the right to inquire into the sufficiency of the medical information, and to request that further medical information be provided at no cost to the employee. Any request for additional information must be reasonable and addressed in writing to the employee and union.

#### **ARTICLE 14 - UNION LABEL AND COMMITTEE**

- 14.01** The Company recognizes the right of the Union to select four (4) employees who have attained seniority to act as a bargaining committee who, along with a full-time representative of the Union, will meet with the Company to discuss matters which are properly the subject of negotiation concerning amendments to the current Agreement and proposals for the renewal and modification of the Agreement. The bargaining committee referred to above shall consist of at least two (2) of the four (4) top officers, namely, President, Vice-President, Recording Secretary, or the Financial Secretary, plus a full time representative.
- 14.02** The Company recognizes the right of the Union to select Union Stewards, and they shall act as a Grievance Committee, but not more than three (3) members shall negotiate any single grievance with management. The Union grievance committee referred to above shall consist of any two (2) top officers, namely, President, Vice President, Recording Secretary, or Financial Secretary, plus the Steward from the Department if deemed necessary.
- 14.03** The said Committee shall be allowed reasonable time off to investigate grievances and to attend meetings with management, and shall be

compensated for time so spent during working hours at their average rate.

- 14.04** The Company will provide for the printing of the Union label on all printed shirt bags. The Union will provide the printing die.

#### ARTICLE 15 - CURRENT PRACTICES

- 15.01** Deleted
- 15.02** The Company may continue, and from time to time make or change such rules, regulations, and policies as it may *deem* necessary and proper for the conduct of its business, provided that the same are not inconsistent with any of the provisions of this Agreement. All such rules and regulations shall be observed by the employees covered by the Agreement.
- 15.03** Employees excluded from the bargaining unit shall not perform work normally performed by employees within the said unit except during emergencies or for purposes of instruction, except to the extent that such persons are now permitted to perform such work.

#### ARTICLE 16 -DISCHARGE

- 16.01** A claim by an employee, other than a probationary employee, that he has been unjustly discharged, shall be treated as a grievance if a written statement of such grievance is lodged with the Plant Manager within five (5) full working days after the employee ceases to work for the Company, and Step No. 1 of the grievance procedure will be omitted in any such case.
- 16.02** Such special grievances may be settled by:
- (a) confirming the Management's action in discharging the employee,
  - (b) re-instating the employee with full compensation for time lost,

- (c) or by any other arrangement which may be deemed just and equitable by the conferring parties or by the Arbitrator.

### ARTICLE 17 - GRIEVANCE PROCEDURE

**17.01** When an employee has a complaint, it shall be taken up between the aggrieved employee and the foreman. The foreman shall render his decision within two (2) working days. Failing a satisfactory settlement, then:

**Step. No. 1.**

The grievance will be presented in writing and will be taken up between the Steward and the Plant Manager. The aggrieved may be present if he so desires, or at the request of either party. The Plant Manager shall render his decision in writing within two (2) working days. Failing a satisfactory settlement, then,

**Step. No. 2.**

The matter may be taken up, within seven (7) full working days, between the Union Committee and the Plant Manager. The aggrieved may be present if he desires, or at the request of either party. A representative of the Union may be present at this step, at the request of either party. The Plant Manager shall render his decision in writing within three (3) working days.

**Step. No. 3.**

Failing satisfactory settlement at Step. No. 2, the grievance may be submitted to arbitration. If arbitration is not evoked within a period of ten (10) working days, the grievance will be considered to have been settled or abandoned.

**17.02** Any difference arising directly between the Union and the Company relating to violations, interpretations and applications of the Agreement shall be processed under the provisions of this Article and shall be initiated at Step No. 2.

- 17.03** The Company recognizes the right of the Union to grieve on behalf of individual employees.
- 17.04** At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses.
- 17.05** Any and all time limits fixed by this Article may, at any time, be extended by written agreement between the Company and the Union.
- 17.06** All decisions arrived at between the Company and the representatives of the Union shall be final and binding upon the Company, the Union, and the employee or employees concerned.
- 17.07** When either party requests that any matter be submitted to arbitration as herein before provided, it shall make such requests in writing, addressed to the other party to this Agreement. At the same time, the party requesting arbitration shall notify the Minister of Labour for the Province of Ontario, and request him to appoint a sole Arbitrator for the stated grievance.
- 17.08** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 17.09** No matter may be submitted to arbitration which has not been carried through all previous stages of the grievance procedure.
- 17.10** Each of the parties hereto shall share the expenses of the Arbitrator appointed.
- 17.11** In determining any discharge or any other disciplinary grievance, the Arbitrator shall have the authority to:
- (a) affirm the Company's action and dismiss the grievance,
  - (b) set aside the penalty imposed by the Company and restore the *grievor* to his former position with or without



compensation, or

- (c) vary or alter the penalty imposed by the Company or make such other determination as he, at his discretion, may deem justifiable.

**17.12** All decisions arrived at by the Arbitrator shall be final and binding upon the Company, the Union and the employee or employees concerned.

**17.13** The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement; or alter, modify, or amend any part of the agreement.

#### **ARTICLE 18 - STRIKES AND LOCKOUTS**

**18.01** During the term of this Agreement, there **shall** be no lockouts, strikes, sympathy strikes, slowdowns, suspensions or stoppages of work of any kind.

#### **ARTICLE 19 -WAGE INCREASE**

**19.01** The Company shall grant to all employees the following increases in wages:

Effective Dec. 2, 1996 - 0%

Effective Dec. 1, 1997 - 0%

Effective Nov.30, 1998 - An increase of two (2) percent to all hourly paid employees and two (2) percent to all piece rates.

#### **ARTICLE 20 -TECHNOLOGICAL CHANGE**

**20.01** Whenever a new piece of machinery is purchased by the Company, the Company agrees to the following program:



- (a) the operators who will be displaced by the new equipment will be given first opportunity to operate it.
- (b) if none of the present operators desire it or cannot perform the job, then, prior to hiring new employees, the Company will check the list of employees with the purpose of selecting employees who may have the qualifications to be trained for the new job.

**ARTICLE 21 -TERMINATION**

- 21.01 This Agreement shall continue for three years from the date hereof.
- 21.02 Either party can, after this Agreement has been in force for thirty-three months, give notice that they wish to open negotiations for a new contract, and these negotiations shall start within fifteen (15) days following such notification, or within such longer time as may be mutually agreed upon by the parties.
- 21.03 If, pursuant to such negotiations, an agreement is not reached prior to the current expiration date, it shall continue in effect, according to the provisions of the Ontario Labour Relations Act.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by their duly authorized representative as of the date of signing.

**FOR THE COMPANY**

John E. McLean

Sheldon Cook

Hilary Kelly

**FOR THE UNION**

Pat Quig

Catherine Kelso

Fenna Jenkins

Pat Marshall



	START	2 M	3 M	6 M	9 M	12 M	15 M	18 M	21 M	24 M	27 M	30 M	LEAD
<b>CUTTING DEPT.</b>													
Stamping	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81				
Bundling	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81				
Repair Cutting	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81	9.09			
Pocket Pinning	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81	9.09			9.19
Sleeve Cut Down	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81	9.09	9.38		
Label Printing & Issue	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81	9.09	9.39		9.56
Utility	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81	9.09	9.38	9.68	
Clicking	8.17	9.08	9.23	9.37	9.54	9.68	10.00	10.32	10.65	11.01			11.21
Spread & Machine Cut	8.35	9.30	9.46	9.62	9.75	9.93	10.26	10.64	11.00	11.34			
Piece Work Assignm.	6.80	7.54	7.66										

SCHEDULE "A" BASE RATES  
EFFECTIVE DECEMBER 2, 1996  
CLASS- 8           \$8.51  
CLASS - 12       \$8.98  
CLASS - 16       \$9.47



	START	2 M	3 M	6 M	9 M	12 M	15 M	18 M	21 M	24 M	27 M	30 M	LEAD
<b>CUTTING DEPT.</b>													
Stamping	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81				
Bundling	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81				
Repair Cutting	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81	9.09			
Pocket Pinning	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81	9.09			9.19
Sleeve Cut Down	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81	9.09	9.38		
Label Print & Issue	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81	9.09	9.38		9.56
Utility	6.80	7.54	7.66	7.77	7.91	8.04	8.28	8.52	8.81	9.09	9.38	9.68	
Clicking	8.17	9.08	9.23	9.37	9.54	9.68	10.00	10.32	10.65	11.01			11.21
Spread 8 Mach. Cut	8.35	9.30	9.46	9.62	9.75	9.93	10.26	10.64	11.00	11.34			
Piece Work Assigmn.	6.80	7.54	7.66										

SCHEDULE "A" BASE RATES  
EFFECTIVE DECEMBER 01, 1997

CLASS - a       \$8.51  
CLASS - 12      \$8.98  
CLASS - 16      \$9.42



	START	2 M	3 M	6 M	9 M	12 M	15 M	18 M	21 M	24 M	27 M	30 M	LEAD
<b>CUTTING DEPT.</b>													
Stamping	6.94	7.69	7.81	7.93	8.07	8.20	8.45	8.69	8.99				
Bundling	6.94	7.69	7.81	7.93	8.07	8.20	8.45	8.69	8.99				
Repair Cutting	6.94	7.69	7.81	7.93	8.07	8.20	8.45	8.69	8.99	9.27			
Pocket Pinning	6.94	7.69	7.81	7.93	8.07	8.20	8.45	8.69	8.99	9.27			9.37
Sleeve Cut Down	6.94	7.69	7.81	7.93	8.07	8.20	8.45	8.69	8.99	9.27	9.57		
Label Printing & Issue	6.94	7.69	7.81	7.93	8.07	8.20	8.45	8.69	8.99	9.27	9.57		9.75
Utility	6.94	7.69	7.81	7.93	8.07	8.20	8.45	8.69	8.99	9.27	9.57	9.87	
Clicking	8.33	9.26	9.41	9.56	9.73	9.87	10.20	10.53	10.86	11.23			11.43
Spread & Machine Cut	8.52	9.49	9.65	9.81	9.95	10.13	10.47	10.85	11.22	11.57			
Piece Work Assian	6.94	7.69	7.81										

SCHEDULE 'A' BASE RATES  
EFFECTIVE NOVEMBER 30, 1998  
CLASS - 8        \$8.68  
CLASS - 12      \$9.16  
CLASS - 16      \$9.61



SCHEDULE "B"

Letter of Intent  
between Local 1903  
UNITE and HATHAWAY  
Prescott, Ont.

December 2, 1996

PUNCHCLOCK

It is understood that employees are required to punch the clock when leaving the plant for lunch break, and upon returning.

FOR THE COMPANY

John E. McLean

FOR THE UNION

Pat Quig  
Fenna Jenkins  
Patricia Marshall  
Catherine Kelso

SCHEDULE "B"

Letter of Intent  
between Local 1903  
UNITE and HATHAWAY  
Prescott, Ont.

December 14, 1993

ABSENTEEISM, LATENESS, AND LOST TIME POLICY

The Company will make an amendment to the policy stating:

An Employee will not have points charged against her/him for absence due to an admitted stay in the hospital or the following recuperation period.

No points will be charged against an employee for the day spent in the hospital for day surgery or the following recuperation period provided medical documentation is received stating the recovery time 'required.

FOR THE COMPANY

John E. McLean

FOR THE UNION

Pat Quig  
Fenna Jenkins  
Patricia Marshall  
Catherine Kelso

Renewed Dec. 2, 1996

SCHEDULE "B"

Letter Of Intent  
between Local 1903  
UNITE and HATHAWAY  
Prescott, Ont.

November 30, 1993

LAY OFF PROCEDURE

Lay-offs will be done in reverse order of the plant seniority list in groups. Following this , the Company will look at individual jobs. Any job that is overstaffed will then have the junior employee on the job moved to a needed area. A suitable and fair familiarization period will be agreed upon for each change.

Recalls will be governed by groups, but individual recalls will not necessarily be in exact order. However, all employees in a lay-off group will be recalled before employees in a prior group. But in no case will an employee be laid off out of seniority for more than a one (1) month period.

It is understood that an employee who is moved under the above provisions will return to his original job as soon as production requirements warrant.

For lay-offs of less than a full shift, seniority will not be considered.

For lay-offs of three consecutive days or less, it is agreed that short time will be shared equally among the employees on the job in question.

The Company recognizes the principles of seniority and recognizes that it is difficult to develop rules which would, in every instance, be fair both to the employee and the Company. Therefore, it is agreed that whenever situations arise on a job which may not be readily answered by the above, the Company and the Union will meet to resolve the problem. Every effort will be made to arrive at an agreement, but if a mutual agreement is not concluded, then seniority shall prevail.

FOR THE COMPANY

John E. McLean

FOR THE UNION

Pat Quig  
Fenna Jenkins  
Patricia Marshall  
Catherine Kelso

Renewed Dec. 2. 1996

SCHEDULE "B"

Letter of Intent  
between Local 1903  
UNITE and HATHAWAY  
Prescott, Ontario

November 30, 1993

SHIPPERS AND RECEIVERS

This will confirm that the Company and the Union agree that Shippers and Receivers shall continue to be excluded from the scope of the bargaining unit and from the collective agreement,

FOR THE COMPANY

John E. McLean

FOR THE UNION

Pat Quig  
Fenna Jenkins  
Patricia Marshall  
Catherine Kelso

Renewed Dec. 2, 1996

## SCHEDULE "B"

Letter of Intent  
between Local 1903  
UNITE and HATHAWAY  
Prescott, Ontario

April 12, 1994

## FIVE AND SIX WEEK VACATION

It is understood that employees with five and six weeks vacation shall be entitled to take a total of five days, one day at a time, provided the employee and the Company can mutually agree.

Generally, the Company will expect one weeks notice.

Vacation pay will be paid the week following the fifth day taken.

The Company will put forth every effort to make the agreement a success. However, should problems rise lo an unreasonable level, the Company reserves the right to cancel the agreement at any time.

FOR THE COMPANY

John E. McLean

FOR THE UNION

Pat Quig  
Fenna Jenkins  
Patricia Marshall  
Catherine Kelso

Renewed Dec. 2, 1996

SCHEDULE "B"

Letter of Intent  
Between Local 1903  
UNITE and HATHAWAY  
Prescott, Ontario

November 30, 1993

RETROACTIVE PAY INCREASES

The Company agrees that all employees whose employment is "involuntary" terminated at any time after the expiry date of the present agreement, shall be eligible, upon recall to work, for all retroactive pay increases negotiated as part of this agreement.

FOR THE COMPANY

John E. McLean

FOR THE UNION

Pat Quig  
Fenna Jenkins  
Patricia Marshall  
Catherine Kelso

Renewed Dec. 2, 1996