



Levi's



**COLLECTIVE
AGREEMENT**

between

**LEVI STRAUSS & CO. (CANADA) INC.
BRANTFORD FINISHING CENTRE**

and

**AMALGAMATED CLOTHING
AND
TEXTILE WORKERS UNION
LOCAL 551**

ACTWU

JUN 13 1990

0091703

TABLE OF CONTENTS

ARTICLE	CLAUSE	PAGE
ARTICLE I	MANAGEMENT RIGHTS.....	2
ARTICLE II	UNION RECOGNITION	3
ARTICLE III	NO STRIKE OR LOCKOUT	4
ARTICLE IV	CHECKOFF.....	4
ARTICLE V	INSURANCE BENEFITS/PENSION....	5
ARTICLE VI	ANNUAL VACATION	6
ARTICLE VII	HOLIDAYS.....	9
ARTICLE VIII	WORK WEEK AND OVERTIME.....	10
ARTICLE IX	LAY OFFS, TRANSFER, RECALL	11
	TEMPORARY LAY-OFFS.....	11
	PERMANENT LAY-OFFS.....	11
ARTICLE X	GRIEVANCE PROCEDURE	12
ARTICLE XI	ARBITRATION	14
ARTICLE XII	DISCHARGE	15
ARTICLE XIII	ABSENCES	15
ARTICLE XIV	NON-DISCRIMINATION.....	17
ARTICLE XV	SEPARABILITY	17
ARTICLE XVI	WAGES.....	18
	CROSS-TRAINING	19
	TERMS OF PAYMENT.....	19
	DEFINITIONS	20
ARTICLE XVII	JOB POSTING	20
ARTICLE XVIII	TERM OF AGREEMENT	21

THIS AGREEMENT made and entered into this 29th day of June 1989 by and between Levi Strauss & Co. (Canada) Inc. at 70 Easton Road, Brantford, Ontario, Canada, hereinafter referred to as "Employer" and the Amalgamated Clothing and Textile Workers Union, Local 551, CLC, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I — MANAGEMENT RIGHTS

1.01 The Union recognizes and acknowledges that the management of the operations and the direction of working forces are fixed exclusively in the Employer, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline, efficiency and in connection therewith; to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, and to discipline or discharge employees for just cause;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall or retire employees at retirement age: and select employees for positions excluded from the bargaining unit;
- (c) establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications, and require medical examinations for health and safety reasons or to support a benefit or claim under this Agreement;
- (d) determine the location of operations, their expansion or their curtailment, the sub-contracting of work, the schedules of operation, the number of shifts, job content, quality and quantity standards, the establishment of work or job assignments;

- (e) change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job, the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, methods or processes; and to decide on the number of employees needed by the Employer at any time.
- (f) the Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

ARTICLE II — UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all employees of Levi Strauss & Co. (Canada) Inc., at its plant located at 70 Easton Road, Brantford, Ontario, save and except supervisors, instructors, trainers, mechanics, quality control staff, forepersons, clerical and sales staff, students employed during school vacation periods and persons regularly employed for not more than twenty-four (24) hours per week.
- 2.02 The Employer shall recognize and deal with no more than five (5) representatives of the employees as the Union may elect or appoint. A Union Representative, who is not an employee of the Employer, after first notifying the appropriate management representative, shall have the right to enter the work area of the plant during working hours for the purpose of investigating any grievance or complaint as defined in Article X herein. A Union Representative performing such duties shall not interrupt or interfere with the plant operations.

ARTICLE III — NO STRIKE OR LOCKOUT

- 3.01 The Union hereby undertakes that it shall not directly or indirectly cause any cessation of or interference with production in the plant of the Employer. The Employer shall not engage in any lockout. All differences between the parties hereto shall be settled in accordance with the provisions of Article X herein.
- 3.02 Any action by a Union member, or a Union official which instigates, prompts or leads to a strike, slow-down, stoppage, walk out, calling out of workers for a meeting during working hours, or cancellation/withdrawal of overtime is prohibited and is a violation of this Agreement.

ARTICLE IV — CHECKOFF

- 4.01 The Employer shall deduct from the wages of his employees, upon written authorization of the employees, Union dues and initiation fees. The amounts deducted pursuant to such authorization shall be transmitted at monthly intervals to the properly designated official of the Union, together with a list of names of the employees from whom the deductions were made on forms provided by the Union. Sums deducted by the Employer as Union dues, initiation fees shall be kept separate and apart from the general funds of the Employer and shall be deemed trust funds.
- 4.02 The Union agrees to hold the Employer harmless in the event that it is required by law to make any restitution of dues and/or initiation fees which have been deducted and transmitted to the Union in accordance with the provisions of this Article.
- 4.03 Membership in the Union, on the Monday following the completion of three hundred and sixty (360) hours of

work shall be required as a condition of employment of each employee. A new employee shall be known as a probationary employee until he has completed three hundred and sixty (360) hours of work.

ARTICLE V — INSURANCE BENEFITS/PENSION

- 5.01 Commencing on the Monday following the completion of three hundred and sixty (360) hours of work, the Employer shall pay the premium costs to provide the following insurance benefits:
- (a) Ontario Health Insurance Plan, for either single or family coverage as required by the employee.
 - (b) Effective August 1, 1989, \$9,000 life insurance coverage.
Effective August 1, 1990, \$11,000 life insurance coverage.
Effective August 1, 1991, \$13,000 life insurance coverage.
 - (c) A supplementary Health Care Program, details of which will be provided in a booklet to be furnished by the Employer.
 - (d) The company, at intervals of not less than two (2) years, will reimburse each employee who requires prescription safety eye glasses at work for the cost of the safety lenses and frames.
 - (e) Effective August 1, 1991, the Company will contribute a maximum of \$100 every two years toward the cost of prescription glasses for eligible employee's spouse and children.
- 5.02 An employee who attains six (6) months of service with the Company will be eligible for benefits under a weekly sickness and accident benefit program, the

details of which will be provided in a booklet to be furnished by the Employer.

- 5.03 Effective November 13, 1986, all employees who have completed one (1) year of service (as of November 13, 1986) will become members of the Levi Strauss & Co. (Canada) Inc. Hourly Employees Pension Plan. Former Elgin Street employees to have membership in the plan retro-active to April 14, 1982. The benefit under the Pension Plan for eligible employees is \$5.00 per month per year of credited service.
- a) Effective August 1, 1989 the benefit under the Pension Plan for eligible employees is \$8.00 per month per year of credited service.
 - b) Effective August 1, 1990 the benefit under the Pension Plan for eligible employees is \$10.00 per month per year of credited service.
 - c) Effective August 1, 1991 the benefit under the Pension Plan for eligible employees is \$12.00 per month per year of credited service.
 - d) It is agreed by the Company that effective August 1, 1989 eligible employees have the option of making voluntary contributions toward their Pension Plan, up to the maximum annual company contribution.

ARTICLE VI — ANNUAL VACATION

- 6.01 Effective August 1, 1989, employees who have completed one (1) year of continuous employment with the Employer, as of their anniversary date, shall be entitled to two (2) weeks of vacation with pay. Such pay to be computed on the basis of 4% of the gross earnings which the employee has received from the first week of July in one year to the last week of June in the following year.

- (a) Effective August 1, 1989, employees who have completed five (5) years of continuous employment with the Employer, as of their anniversary date, shall be entitled to three (3) weeks vacation with pay. Such pay to be computed on the basis of 6% of the gross earnings which the employee has received from the first week of July in one year to the last week of June in the following year, or three (3) weeks pay based on the employee's average hourly earnings (at the time the vacation is taken) whichever is greater.
- (b) Effective August 1, 1989, employees who have completed eleven (11) years of continuous employment with the Employer, as of their anniversary date, shall be entitled to four (4) weeks vacation with pay. Such pay to be computed on the basis of 8% of the gross earnings which the employee has received from the first week of July in one year to the last week of June in the following year, or four (4) weeks pay based on the employee's average hourly earnings (at the time the vacation is taken) whichever is greater.
- (c) Effective August 1, 1990, employees who have completed ten (10) years of continuous employment with the Employer, as of their anniversary date, shall be entitled to four (4) weeks vacation with pay. Pay to be computed in accordance with paragraph 6.01 (b).
- (d) Effective August 1, 1989, employees who have completed twenty-two (22) years of continuous employment with the Employer, as of their anniversary date, shall be entitled to five (5) weeks vacation with pay. Such pay to be computed on the basis of 10% of the gross earnings which the employee has received from the first week of July in one year to the last week of June in the following year, or five

(5) weeks pay based on the employee's average hourly earnings (at the time the vacation is taken) whichever is greater.

- e) Effective August 1, 1990, employees who have completed twenty-one (21) years of continuous employment with the Employer, as of their anniversary date, shall be entitled to five (5) weeks vacation with pay. Pay to be computed in accordance with paragraph 6.01 (d).
- f) Effective August 1, 1989, employees who have completed twenty-eight (28) years of continuous employment with the Employer, as of their anniversary date, shall be entitled to six (6) weeks vacation with pay. Such pay to be computed on the basis of 12% of the gross earnings which the employee has received from the first week of July in one year to the last week of June in the following year, or six (6) weeks pay based on the employee's average hourly earnings (at the time the vacation is taken) whichever is greater.
- g) For those employees who are entitled to three (3), four (4), five (5), six (6) weeks of vacation, the vacation time shall be mutually agreed upon between the Company and the employee concerned.

6.02 Vacation pay shall be paid to an employee not later than the last work day preceding the week in which the employee's vacation begins.

6.03 Employees who terminate with less than one year continuous employment shall receive vacation pay equal to 4% of their gross earnings from date of hire to the date of termination.

ARTICLE VII — HOLIDAYS

- 7.01 (a) For each calendar year, the Employer shall grant to each of its eligible employees the following nine (9) holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.
- (b) During each year of this contract an additional two (2) floating holidays will be granted by the Employer at a date to be determined by mutual agreement between the Employer and the Union.
- (c) Effective January 1, 1990, employees will receive an additional floater to be taken on the employee's anniversary date.
- d) The Employer shall pay to an employee eligible for such holidays, eight times his/her current hourly rate for hourly compensated employees, or eight times his/her previous quarterly average hourly rate for employees on incentive pay.
- 7.02 An employee shall be eligible for holiday pay if he/she has worked his/her regularly scheduled work day immediately preceding and following the paid holiday, except that authorized absence shall not cause an employee to be ineligible for holiday pay. The Employer may require the employee to furnish satisfactory proof of illness, including a doctor's certificate.
- 7.03 An employee on lay-off status is entitled to holiday pay if the lay-off during which the holiday occurred is not of more than ten (10) scheduled working days duration.
- 7.04 All holidays shall be paid for irrespective of the day on which they fall.
- 7.05 If the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on a Sunday, the Monday following shall be observed as the holiday.

ARTICLE VIII — WORK WEEK AND OVERTIME

8.01 A normal work week shall consist of forty (40) hours.

8.02 a) Hours of work shall be:

Day Shift -

Monday - Thursday 7:00 a.m. to 4:00 p.m.

Friday 7:00 a.m. to 1:00 p.m.

Afternoon Shift -

Monday - Thursday 4:15 p.m. to 1:15 a.m.

Friday 1:15 p.m. to 7:15 p.m.

Midnight Shift -

Sunday 7:00 p.m. to 7:00 a.m.

Tuesday - Friday 1:00 a.m. to 7:00 a.m.

Overtime is defined as work performed in excess of the regularly scheduled hours of work.

Overtime work as defined herein shall be paid at the rate of time and one half (1½) except that where an employee works ten (10) hours or more overtime Monday through Friday he shall be paid at double time (2X) for work performed on the sixth (6th) consecutive day (Saturday).

Work performed on a statutory holiday or on a seventh consecutive day of work shall be paid at the rate of double time. Overtime work performed on a Sunday shall be paid at double time.

(b) All work performed at the request of the Employer before the regular working day's starting time and/or after the regular day's quitting time shall be considered overtime and shall be paid as such provided that the employee completes his regularly scheduled shift.

(c) In those cases where the employee does not complete his regularly scheduled shift at the request of

the Employer, or due to a verifiable personal emergency which requires the employee to leave the plant, overtime hours worked in accordance with article 8.02 (b) will be paid at overtime rates.

d) All overtime will be on a voluntary basis.

8.03 All employees shall have two (2) ten (10) minute paid rest periods during their respective shifts, at times determined by mutual agreement between the Union and the Employer.

8.04 If an employee reports to work on schedule without having received prior notice from the Employer not to report, such employees shall be entitled to four (4) hours of work or the equivalent in wages (at the base rate of pay if a Time Worker, or at the quarterly average, if an Incentive Worker). The provisions of Article 8.04 shall not apply if work is not available as a result of fire, flood, power failure, or other causes beyond the control of the Employer.

ARTICLE IX — LAY-OFFS, TRANSFER, RECALL

9.01 TEMPORARY LAY-OFFS

(a) A temporary lay-off is defined as more than forty (40) consecutive hours and less than thirteen (13) weeks. If a temporary lay-off is required, such lay-off will be governed by plant seniority within the respective job function.

9.02 PERMANENT LAY-OFFS

(a) A lay-off of more than thirteen (13) consecutive weeks shall be termed a permanent lay-off and shall be governed by plant seniority within the respective job functions.

(b) All employees on a permanent lay-off shall retain

rights to recall for a maximum of six (6) months from the lay-off date. Recalls shall be made in reverse order of lay-off. The returning employee must have previously demonstrated the required ability to perform the job. Failure to report to work on the specified date of recall will result in immediate termination.

ARTICLE X — GRIEVANCE PROCEDURE

- 10.01 A grievance as defined by this Agreement is limited to a complaint which involves the interpretation, application or alleged violation of a provision of this Agreement.
- 10.02 There shall be no suspensions or interruption of work because of any grievance. The settlement of a grievance shall be handled in accordance with the following procedure:

Step 1

Within five (5) working days of the occurrence thereof, the grievance shall be discussed in a meeting between the affected employee and his/her immediate supervisor. The Union Steward may or may not be involved in this discussion at the option of the employee. The supervisor involved shall give an oral answer with respect to the grievance not later than one (1) working day following said discussion. If the grievance is not settled at this step, then:

Step 2

Within three (3) working days following receipt of the oral answer provided in Step 1, the grievance shall be put in writing, dated, signed by the employee, approved by the Chief Union Steward and presented to the Plant Manager or his designate. The Plant Manager or his

designate shall within three (3) working days following his receipt of the written grievance meet with the employee and the Chief Union Steward in an attempt to settle the matter. If settlement is reached, the matter shall be considered closed. If the grievance is not settled, a written and signed decision setting forth the Employer's position, and the reason therefore, shall be submitted by the Plant Manager, or his designate, to the Chief Union Steward within two (2) working days following said meeting. If the grievance is not settled at this step, then:

Step 3

Within seven (7) working days following receipt of written decision provided in Step 2, the National Representative of the Union and the Plant Manager or his designate shall meet at a mutually convenient time and place and attempt to settle the grievance. If settlement is reached, it shall be put in writing and signed by both parties. In the event that no settlement is reached at Step 3, then the grievance may be submitted to arbitration in accordance with Article XI of this Agreement.

- 10.03 If the Employer has a grievance, it shall be taken up at Step 3 of the Grievance Procedure.
- 10.04 If the Union has a policy grievance, such grievance may be filed at Step 2 of the Grievance Procedure. A policy grievance is defined as and limited to one which alleges violation of a specific provision of this Agreement which could not otherwise be resolved at a lower step of the grievance procedure because of the nature and scope of the grievance.
- 10.05 A probationary employee may be disciplined, laid off or discharged without such discipline, layoff or discharge being subject to the grievance procedure.
- 10.06 Except for probationary employees covered in Article

10.05, a claim by an employee that has been discharged without just cause will be treated as a grievance at Step 3 of the Grievance Procedure. Such grievance must be lodged with management within five (5) working days after the employee ceases to work for the company.

10.07 The insurance benefits provided in this Agreement are provided by an insurance company or trustee. Any dispute regarding benefit entitlement shall be considered to be between the insurer or trustee and the employee, and shall not be subject to the grievance procedure.

10.08 The selection of supervisory employees is the sole responsibility of the Employer and such selection shall not be the subject of the grievance procedure.

ARTICLE XI — ARBITRATION

11.01 Only those grievances between the Employer and the Employee/Union which have been duly processed through the Grievance Procedure as specified in Article X may be carried beyond the grievance procedure into arbitration. Either the Union or the Employer may request arbitration of grievances, in writing, at any time during a period of fourteen (14) calendar days following the final meeting as described in Article 10.02. Upon such timely request, the arbitration shall proceed as follows:

The Employer and the Union shall select a neutral Arbitrator. If the parties cannot agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party. The sole Arbitrator thus chosen shall decide the matter, and the decision and award shall be final and binding upon all the parties. The Arbitrator shall have no authority to

alter, add to or ignore the terms negotiated into this Agreement. The Arbitrator shall be limited to finding the facts and to applying them to the terms of this Agreement, and shall not add meaning or intent to this Agreement which was not negotiated. All other matters are to be resolved by negotiations between the parties. Each party to the Arbitration shall bear its own expense plus one-half of the cost of the Arbitrator.

ARTICLE XII -- DISCHARGE

- 12.01 A grievance alleging improper disciplinary action or discharge, must be filed with the Employer, in writing, within five (5) working days after the imposition of such discipline or discharge. Failure to file a timely grievance will cause the employee to forfeit any right or claim to re-instatement or back pay unless compelling reasons for untimely filing can be demonstrated by the employee. If the grievance or complaint concerning disciplinary action or discharge cannot be adjusted by mutual agreement between representatives of the Union and the Employer as provided in Article X, said grievance or complaint shall be processed in accordance with Article XI herein.

ARTICLE XIII — ABSENCES

- 13.01 An employee who is absent from work for two (2) consecutive working days without valid reason, will be terminated from employment. Therefore, a valid reason for any absence must be promptly given to the Employer by messenger or telephone.
- 13.02 For purposes of this Article, disability will be defined as an illness or accident which is neither governed or compensated by provisions of Ontario law. Upon request, leaves of absence for reasons of disability shall

be granted to an employee who has completed three hundred and sixty (360) hours of work. Leaves of absence for other personal reasons may be granted at the discretion of the Employer.

- 13.03 All requests for leaves of absence other than disability shall be in writing. In cases of absence due to disability, the Employer may require evidence of disability including a doctor's certificate. The Employer will hold open for six (6) months a job left vacant by virtue of its incumbent being on approved disability leave of absence. In the case of absences over six (6) months and up to twelve (12) months, the Employer will reinstate the employee in the same or similar job at the first opportunity.
- 13.04 No leave of absence shall be granted for a period in excess of twelve (12) months.
- 13.05 In the event of death in the immediate family, an employee shall be entitled to three (3) consecutive working days leave of absence with pay. For purposes of this article, immediate family shall be limited to: spouse, son, daughter, father, mother, brother, sister, parents-in-law, grandparents, sister-in-law, brother-in-law, common-law spouse, and grandchildren, grandparents-in-law, son-in-law, daughter-in-law, adopted and step-children.
- 13.06 The Employer reserves the right to request verification of the death, prior to authorizing payment for a bereavement leave as above.
- 13.07 Leaves of absence without loss of seniority shall be granted to a reasonable number of employees selected as delegates to Union conventions, conferences and other similar functions. Such leaves shall not exceed two (2) weeks unless otherwise mutually agreed upon and such employees shall be reinstated to their respective previous jobs upon their return to work. An em-

ployee on leave of absence in accordance with Article 13.07 shall be entitled to holiday pay for any holiday which occurs during the leave of absence.

- 13.08 The Employer shall pay an employee who is required for jury service, for each day of service, the difference between such employee's base rate of pay (if a Time Worker), or quarterly average (if an Incentive Worker), for the number of hours the employee would have been scheduled to work, and the payment received for jury service. In order to qualify for this payment, the employee must present proof of service and the amount of pay received.
- 13.09 Male employees shall be granted one (1) day off with pay at the time of their baby's birth. The day can be taken on the day of the birth or on the day that the baby is brought home from the hospital.

ARTICLE XIV — NON-DISCRIMINATION

- 14.01 The parties hereto agree that the provisions of this Agreement shall be applied to all employees or applicants for employment without regard to race, colour, religious creed, national origin, sex or handicap.

ARTICLE XV — SEPARABILITY

- 15.01 Should any part of this Agreement be rendered or declared illegal by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or provisions shall not invalidate the remainder thereof.

ARTICLE XVI — WAGES

- 16.01 Employees in job classification set forth in Schedule A & B shall be paid the hourly rate for the job classification effective as of the dates set forth in Schedule A & B attached hereto.
- 16.02 The Employer has established incentive standards of production for certain jobs. Employees on incentive standards will be paid at the base rate for the established production rate when achieved, and/or will be paid more or less according to productivity.
- 16.03 Fully trained employees on incentive jobs, who are temporarily transferred from their regular job to another incentive job will be paid their average hourly rate for the previous calendar quarter or their actual rate of earnings while on the temporary job, whichever is greater.
- 16.04 The Union shall have the right to request a review of incentive standards. Such review shall consist first of a re-check of the standard in question by the Employer's engineer, then a review by a Union engineer, if desired by the Union, and if required, resolution in accordance with Article X. In the establishment of new standards the method of conducting time studies will record actual times and will be leveled or rated to develop normal times for each element of the job. An allowance for personal fatigue and delays and the standard percentage incentive allowance will be applied in composite form to the total normal time for the operation, thereby changing same to total standard time. The standard percentage incentive allowance is 12%. The above principle will be followed for all incentive pay-based jobs engineered by the Employer's engineer.
- 16.05 An employee who is required to wait for work which is not immediately available will be paid for the loss of such time at his/her average straight time hourly rate

during the previous calendar quarter.

- 16.06 It is recognized that certain employees are regularly assigned to and are required to perform more than one job.
- 16.07 The Employer agrees that a new or modified operation may temporarily affect an experienced employee's earnings. In recognition of this, the Employer agrees to apply a re-training incentive based on a declining scale. The duration of the re-training period during which such re-training incentive will be applied will depend upon the complexity of the change and the degree of similarity of the new operation to the former operation.

16.08 **CROSS-TRAINING**

The employer will select suitable candidates to be cross-trained. Senior operators will be given first consideration for cross-training providing satisfactory levels of:

- QUALITY
- ATTENDANCE
- PERFORMANCE

All employees will be expected to learn two or more operations and each employee will be consulted prior to determining which additional operations they will be trained on.

TERMS OF PAYMENT

1. Forty to eighty (40-80) hours T/A depending upon the severity of the change (management controlled).
2. Eighty hours at 75/50 T/I.
3. Second operation to be paid at 65/50 T/I.
4. Third and additional operations to be paid at 70/50 T/I.

DEFINITIONS

1. T/A — time at quarterly average
2. T/I — time and incentive
eg. 65/50 — 65% of piece work tickets
— 50% of quarterly average

ARTICLE XVII — JOB POSTING

- 17.01 When additional jobs are created, or when a job becomes vacant, the Employer shall post such jobs for forty-eight (48) hours, on at least two designated bulletin boards.
- 17.02 Job applicants must be at a minimum efficiency of 100% at the time of the application and must have been employed with the Employer for at least six (6) months. If there is more than one applicant for a job posting, plant seniority shall prevail.
- 17.03 A successful applicant cannot apply for another posted job until twelve (12) months from date of transfer.
- 17.04 Upon transfer to the new job, the Employer will pay the quarterly average earnings, or the actual earnings, whichever is greater, for up to fifteen (15) working days on the new job. Previous job training and skills brought to the job will be determining factors regarding the length of time during which such wage subsidy will be paid.
- 17.05 If the employee's earnings and level of efficiency after fifteen (15) working days are not equivalent to the base rates standard, the employee's earnings will revert to the normal job training curve applicable to that job.
- 17.06 Transferred employees who fail to meet the requirements of the new position within the normal training period for that respective job, will be returned to train-

ing status, subject to a need for Trainees. In the event that no trainees are required, the employee will be laid off.

- 17.07 Jobs which become vacant as result of a transfer pursuant to Article XVII will not necessarily be filled by subsequent job postings.

ARTICLE XVIII — TERM OF AGREEMENT

- 18.01 This Agreement shall become effective August 1, 1989 and shall remain in full force and effect until August 1, 1992.
- 18.02 Wage rates as defined in Schedule 'A' & 'B' affixed hereto shall become effective as of August 1, 1989, August 1, 1990, and August 1, 1991 as indicated.
- 18.03 The said Agreement shall be automatically renewed from year to year thereafter, unless on or before June 2, 1992 or June 2 of any year thereafter, notice in writing by certified mail is given by either Employer or the Union to the other, of its intention to terminate or modify this Agreement. In the event that notice to terminate is given, this Agreement shall be terminated upon the ensuing August 1, 1992. In the event that notice to modify is given, this Agreement shall not be terminated on the ensuing August 1, 1992 but shall continue in effect until such time as an agreement is reached between the parties, or either party has given written notice to the other that it desires to terminate this Agreement, in which event this Agreement shall terminate on said date.

IN WITNESS THEREOF, the Employer and the Union have executed this Agreement by their duly authorized officers.

Signed this 20th day of July, 1989
at Brantford, Ontario.

For the Employer

LEVI STRAUSS & CO.
(CANADA) INC.

D. Zidorsky

A. Whitt

For the Union

AMALGAMATED CLOTHING
AND
TEXTILE WORKERS UNION
Local 551

Constance Blaine

Eduarda Silva

Alma Bennie

Lois Bodie

Larry Masson

LETTER OF UNDERSTANDING
BETWEEN
LEVI STRAUSS & CO. (CANADA) INC.
AND
AMALGAMATED CLOTHING AND
TEXTILE WORKERS UNION,
LOCAL 551

It is understood between the Company and the Union that alternative pay methods may be introduced during the life of this agreement, in accordance with the provisions of this Collective Agreement and mutually negotiated.

In witness thereof, the Employer and the Union have executed this letter of Understanding by their duly authorized officers.

For the Company

For the Union

A. Zilowsky
a. Whibbs

Carol J. Le...
Doreen Bodine
Cathy Marzullo
Shirley Bernice
Edwards Silken

Dated JUNE 21, 1989

Dated JUNE 21, 1989

SCHEDULE A

(A) BASE RATE FOR PRODUCTION OPERATORS (INCENTIVE)

	Effective August 1, 1989	Effective August 1, 1990	Effective August 1, 1991
GRADE I			
Packing, Seconds	\$ 6.82	\$ 7.16	\$ 7.50
GRADE II			
Top Press, Jacket Press Buttons, Flat Bed	\$ 6.89	\$ 7.23	\$ 7.57
GRADE III			
Sussman Press, Inspection Ticket Tack, Leather Label Paris Press	\$ 7.01	\$ 7.35	\$ 7.69

Each employee will be paid a premium of thirty-five (35¢) cents per hour for each hour worked on the afternoon shift and forty-five (45¢) cents per hour for each hour worked on the midnight shift.

SCHEDULE B

(B) TIME WORKERS WAGE RATES

	Effective August 1, 1989			Effective August 1, 1990			Effective August 1, 1991		
	Start	360 hrs	720 hrs	Start	360 hrs	720 hrs	Start	360 hrs	720 hrs
GROUP A*									
Wash & Dry									
Shipping & Receiving	\$ 7.70	\$ 8.45	\$ 9.20	\$ 8.10	\$ 8.90	\$ 9.60	\$ 8.50	\$ 9.30	\$10.00
GROUP B*									
Turn & Sort	\$ 7.20	\$ 7.95	\$ 8.70	\$ 7.60	\$ 8.35	\$ 9.10	\$ 8.00	\$ 8.75	\$ 9.50
GROUP C									
Material Handler	\$ 7.20	\$ 7.70	\$ 8.15	\$ 7.85	\$ 8.35	\$ 8.80	\$ 8.50	\$ 9.00	\$ 9.45
GROUP D									
Repair, Rescreen	\$ 6.95	\$ 7.45	\$ 7.90	\$ 7.35	\$ 7.85	\$ 8.30	\$ 7.75	\$ 8.25	\$ 8.70
GROUP E									
Janitor	\$ 7.20	\$ 7.50		\$ 7.60	\$ 7.90		\$ 8.00	\$ 8.30	

* Group A & B (Wash & Dry and Turn & Sort) operators are eligible for a 50¢ per hour Group Incentive Bonus.

Each employee will be paid a premium of thirty-five (35¢) cents per hour for each hour worked on the afternoon shift and forty-five (45¢) cents per hour for each hour worked on the midnight shift.