

SOURCE	C.O.		
EFF.	92	02	09
TRIM.	95	03	09
NO. OF EMPLOYEES	270		
NOMBRE D'EMPLOYÉES	80		

**AGREEMENT**

Between:

**LEVI STRAUSS & CO. (CANADA) INC.**

Stoney Creek, Ontario

And:

**AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION**

**MARCH 9 - 1992**

**MARCH 9 - 1995**

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This AGREEMENT made and entered into this 6th day of March, 1992, by and between Levi Strauss & Co. (Canada) Inc., at Barton Street East, Stoney Creek, Ontario, Canada, hereinafter referred to as "Employer" and the Amalgamated Clothing and Textile Workers Union, CLC, AFL-CIO, hereinafter referred to as the "Union".

**General:**

Unless the contract indicates otherwise, the masculine pronoun refers to either a male or female person.

**ARTICLE I - MANAGEMENT RIGHTS**

**1.01** The Employer has and shall continue to have full and complete control over matters relating to the management and conduct of its business, the planning, processing, and determining of methods of plant operation and the kind and use of equipment and materials. The Employer shall have the right to continue or discontinue the whole or any part of its business. Except as otherwise provided by the Agreement, the Employer shall have the right of selection and direction of the working force including the size and composition thereof, the right to hire, promote, transfer, make lay-offs for lack of work, the right to retire employees at the established retirement age, and for reasonable cause, to discipline and discharge employees, and to make reasonable rules and regulations which do not conflict with the terms and provisions of said Agreement. Except as specifically ceded, abridged or modified by the terms and provisions of the Agreement, these enumerations of management functions shall not be deemed to exclude other functions not enumerated herein. Any of the rights, powers or authorities which management has relating to management functions are retained exclusively by the management of the Employer.

**ARTICLE II - UNION RECOGNITION**

**2.01** The Employer recognizes the Union as the exclusive bargaining agent for all employees of Levi Strauss & Co. (Canada) Inc.,

563 Barton Street East, Stoney Creek, Ontario, engaged in **production** work, save and except supervisors, instructors, or trainers, maintenance personnel, quality auditors, foremen and foreladies, persons above the rank of foreman and forelady, office and sales staff, and students employed during the school vacation period.

**2.02** The Employer shall recognize and deal with no more than six (6) representatives of the employees as the Union may elect or appoint. A Union Representative, 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. A Union Representative performing such duties shall not interrupt or interfere with the plant operations.

**2.03** The Employer agrees to submit to the Chief Union Steward, copies of lists of employees that are hired, laid-off or recalled and copies of job posting notices.

### **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 and the employer shall not engage in any lockout, and all differences between the parties hereto shall be settled in accordance with the methods herein provided.

**3.02** Any strike, slow-down, stoppage, lockout, walk-out, or the calling out of workers for a meeting during working hours and/or cancellation of overtime which in any way interferes with or interrupts production in the establishments of the employer is prohibited and is a vital violation of the Agreement.

### **ARTICLE IV - CHECKOFF**

**4.01** The employer shall deduct from the wages of his employees upon written authorization of the employees, Union dues, initiation

fees and assessments. The amounts deducted pursuant to **such** authorization shall be transmitted at monthly intervals to the **prope** designated official of the Union together with a list of names of **the** employees from whom the deductions were made on forms to be provided by the Company. Sums deducted by the Employer as Union dues, initiation fees or assessments 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 initiation fees and/or assessments which have been deducted and transmitted to the Union in accordance with the provisions of this Article.

**4.03** Membership in the Union shall be required after assessment in the skill centre when employees have received a permanent offer of employment; a new employee shall be **known** as a probationary employee for a period of sixty (60) calendar days.

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

**4.05** The Employer will, one month in advance, provide a list of new employees for whom Union dues will be deducted to the Chief Union Steward.

## **ARTICLE V - INSURANCE BENEFITS**

**5.01** Upon completion of sixty (60) calendar days of employment the Employer shall pay the full premium cost to provide the following insurance benefits, based on costs as of Mar. **9/89**:

- (a) Ontario Health Insurance Plan, for either single or family coverages as required by employee. If premiums would be increased during the life of the agreement, the employee's share of the increase would not exceed six dollars (\$6.00) per month.

Effective March 9th, 1992 ten thousand dollars (**\$10,000**) Life Insurance.

Effective March 9th, 1993 fifteen thousand dollars (**\$15,000**) Life Insurance.

Effective March 9th, 1994 twenty thousand dollars (**\$20,000**).

- (c) A Supplementary Health Care Program, details of which will be provided in a booklet to be furnished by the Employer.
- (d) A Sickness and Accident Program, the details of which will be provided in a booklet to be furnished by the Employer. The cost of any premium increase will be shared equally between the Employer and the Employee with the employee's share not to exceed \$3,00 per month.
- (e) Whereas the Company is committed to ensuring safe working conditions for all employees, the Company shall have sole discretion in designating jobs on which protective equipment shall be worn. On jobs designated as requiring footwear, the Company shall reimburse 100% of the cost of such footwear to a maximum of \$80.00 during a two-year period. If employees on designated jobs can demonstrate that shoes have become worn during the two (2) year period they will be replaced to a limit of **\$80.00**.
- (f) A Basic Dental Plan, details of which will be provided in a booklet to be furnished by the Employer.

**5.02** The benefits provided under this Agreement as set out in Paragraph 5.01, are provided by an Insurance Company. Any dispute regarding benefit entitlement is between the employee and the insurance Company. The Employer will co-operate with an employee who is seeking a resolution of said dispute with the Insurance Company.

**5.03** As an employee attains two (2) months of service with the Company he/she will be eligible for coverage under the Sickness and Accident Benefit Program.

## **ARTICLE VI - ANNUAL VACATION**

**6.01** Company Service for all vacation entitlement and vacation pay purposes shall be measured as of the first week of the month preceding that in which the employee takes his vacation.

**6.02** Vacation entitlement shall be as follows:

- (a) Where an employee has less than one (1) year of Company Service (per 6.01), the employee shall receive 4% of **gross** earnings from the date on which vacation pay is calculated.
- (b) Where the employee has more than one (1) year, but less than five (5) years of Company Service (per 6.01), the employee shall be entitled to two (2) weeks vacation with pay.
- (c) Where the employee has completed four (4) years, or more, of Company Service (per 6.01), the employee shall be entitled to three (3) weeks vacation with pay.
- (d) Effective March 9, 1992, where an employee has completed nine (9) years, or more, of Company Service per Article 6.01, the employee shall be entitled to 4 weeks vacation with pay.

**6.03** Vacation pay shall be calculated as **follows**:

- (a) Where the employee has less than one (1) year of Company Service (per 6.01) the vacation pay will be calculated as 4% of **gross** earnings from the date of hire to the date on which vacation entitlement is based.
- (b) Where the employee has more than one (1) year of Company Service (per 6.01) vacation pay will be calculated as 2% (per week of vacation entitlement) of the **gross** earnings during the fifty-two (52) weeks ending as of the first week of the month preceding that in which the vacation is taken.
- (c) Employees who have been absent from work for more than 240 hours during the year (July 1 to June 30) will receive vacation pay at 2% of gross earnings for each week of entitlement.

Employees who were absent due to layoff, Maternity Leave or Weekly Sick Benefits will be paid their weeks of vacation entitlement at their quarterly average.

**6.04** Employees wishing their vacation pay held until their vacation, will be required to request this in writing, two (2) weeks prior to the commencement of the vacation.

**6.05** Employees who terminate with less than one (1) year of Company Service (per 6.01), will receive 4% of gross earnings from the date of hire to the date of termination.

**6.06** Employees who terminate with more than one (1) year of Company Service as of the date of termination, will receive vacation pay calculated at 4% of gross earnings for the period beginning with the day following the last day of scheduled plant vacation, ending on the day of termination and exclusive of any vacation pay received for additional vacation entitlement earned prior to the scheduled plant shutdown.

**6.07** The Employer normally schedules plant vacation shutdown(s) each calendar year. Employer agrees to make every reasonable effort to announce vacation shutdown and floater holidays not later than March 1st each year.

## **ARTICLE VII - HOLIDAYS**

**7.01** For each calendar year the Employer shall grant to each of its eligible employees the following nine (9) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

In addition, three (3) floating holidays will be granted by the Employer at dates to be determined by mutual agreement between the Employer and the Union. The Employer shall pay to the employees for each holiday quarterly average, or for hourly compensated



employees, their current hourly rate times their regularly scheduled hours worked.

**7.02** An employee shall be eligible for holiday pay if he or she has worked his 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 two weeks 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.

**7.06** An employee who is absent due to illness for 3, or more, consecutive days, may be required to provide satisfactory proof of illness, including a doctor's certificate.

**7.07** An employee returning from an absence which is covered by U.I.C. benefits will receive payment for statutory holidays during this period at Quarterly Average minus the benefit paid by U.I.C.

### **ARTICLE VIII - WORK WEEK AND OVERTIME**

**8.01** A normal work week shall consist of forty (40) hours divided into five (6) working days from Monday to Friday inclusive. The normal work week is defined to commence at 12:01 Monday, and ends at 11:59 p.m. Friday.

**8.02** (a) Overtime is defined as work performed in excess of eight (8) hours per day, or eight and one half (8 1/2) hours per day if summer

urs are observed, or forty (40) hours per week. Overtime work as defined herein shall be paid at the rate of time and one half except that where an employee works in excess of ten (10) hours overtime, the excess will be paid at double time (2x) for work performed. However, the regular hours worked from Monday to Friday must amount to forty (40) hours in accordance with Article 8.02 (c).

(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) Overtime will be distributed as equally as possible.

**8.03** All employees shall have paid ten (10) minute rest periods in the forenoon and afternoon.

**8.04** If an employee reports to work on schedule without having received prior notice from the Employer not to report, such employee 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 this Article shall not apply if no work is available as a result of fire, flood, power failure, or other causes beyond the control of the Employer.

**8.05** All overtime shall be on a voluntary basis.

**8.06** Where possible, permanent shift assignments will be offered to qualified employees based on plant seniority within job functions. (\*\*see letter of understanding)

**8.07** All employees will be paid a shift premium of \$0.35/hour for hours worked on the afternoon shift and such premium shall be separate from any incentive pay/ bonus or overtime premium pay calculation.

## ARTICLE IX · GRIEVANCE PROCEDURE

**9.01** It is agreed that dismissal or lay-off of a probationary employee shall not be made the subject of a grievance. A Grievance shall consist only of a dispute regarding interpretation, application or alleged violation of the Collective Agreement. In a sincere effort by both parties to resolve the dispute, a grievance shall be handled in accordance with the following procedure:

**9.02** The grievance shall be discussed within five (5) working days of the occurrence of the situation on which the grievance is based, by the employee involved with his or her immediate supervisor in an attempt to settle the matter. The Union Steward may or may not be present at the election of the aggrieved employee and said Steward. The supervisor involved shall give an oral answer with respect to the grievance immediately, if possible, but not later than one (1) working day following the discussion. If the oral answer given by the supervisor does not settle the issue, then the employee and/or the Union Steward may proceed with the next grievance step.

**9.03** Within three (3) working days following receipt of the oral answer provided by Step 1, the Chief Union Steward, the Union Business Agent, and the aggrieved employee shall present the grievance in writing to the Plant Manager 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 management's position and the reasons therefore, shall be submitted by management to the Chief Union Steward and the aggrieved employee within two (2) working days following said meeting. If the grievance is not settled at this step, then:

**9.04** Within seven (7) working days following receipt of management's written decision, the National Representative of the Union and a Management Representative of the Employer shall meet at a mutually convenient time and place and attempt to settle the grievance, which at this point can be put in writing, and signed by both representatives as above. In the event that any complaints, claims, disputes or differences are not settled in accordance with the foregoing steps, then same may be submitted to arbitration in accordance with Article X herein.

**5** The Employer agrees that a Union representative upon authorization by the employee, shall in the course of investigating a complaint by such employee as regards pay received, have reasonable access in the presence of a representative of the Employer, to pay and/or production records relevant to the complaint.

## **ARTICLE X - ARBITRATION**

10.01 Only those grievances or disputes between the Employer and the employee and/or the Union, which involve an alleged violation of a provision of this Agreement or an allegation that it has not been properly interpreted or applied, may be carried beyond the grievance procedure into arbitration under this Section. Either the Union or the Employer may request arbitration of disagreements or disputes, in writing, at any time during a period of fourteen (14) calendar days following the final meeting as described in Article XI, paragraph 4. Upon such timely request, the arbitration shall proceed as follows: The Employer and the Union shall have the option to select either a neutral sole Arbitrator or an Arbitration Board. If the parties cannot agree upon an Arbitrator, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

The sole Arbitrator or Arbitration Board thus chosen shall decide the matter and the decision and award shall be final and binding upon all the parties. The Arbitrator or Arbitration Board shall have no authority to alter, add to or ignore the terms negotiated into this Agreement. The Arbitrator or Arbitration Board shall be limited to finding the facts and to apply them to the terms of this Agreement and shall not add meaning or intent to this Agreement which were not negotiated. All other matters are to be resolved by negotiations between the parties. Each party shall bear its own cost plus one-half of the cost of the neutral Arbitrator or Chairman of the Arbitration Board. In the event that an Arbitration Board is selected as the method employed to settle the grievance, each party shall appoint a nominee to the Board. The nominees shall select a mutually agreeable Chairman of the Arbitration Board.

## **ARTICLE XI - DISCHARGE**

**11.01** No employee covered by this Agreement shall be discharged or disciplined without just cause. The Employer shall, however, continue to have the right and authority to discipline and discharge employees for just cause. Grievance or disputes, alleging improper disciplinary action or discharge, must be filed with the Employer, in writing, within five (5) working days after receipt by the Union of notice concerning said disciplinary action or discharge. Failure to file a timely grievance will cause the employee to forfeit any right or claim to reinstatement or back pay. 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 IX, paragraph 4, said grievance or complaint shall be processed in accordance with Article X herein.

**11.02** The Employer may terminate an employee during the probationary period for any reason it considers sufficient, including without limiting the generality of the preceding, work deemed inadequate by the Employer or inability to get along with Management or fellow Employees.

## **ARTICLE XII - ABSENCES**

**12.01** An employee who is absent from work for two (2) consecutive working days, without valid reason, will be terminated from employment. Therefore, in case of absence, a valid reason must be promptly given to the Employer by messenger or telephone.

**12.02** For purposes of this Article, disability will be taken to mean illnesses or accidents which are neither governed by, nor 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 months of service. Leaves of absence for other personal reasons may be granted at the discretion of the Employer as follows:

Employees with more than one (1) year accredited service may be allowed an extended leave of absence upon advanced application, in writing, of up to four (4) weeks duration in any 36-month period. Employees with more than five (5) years of accredited service may be allowed an extended leave of absence upon advanced application, in writing, of up to three (3) months duration in any thirty-six (36) month period. In all cases of such leave, the employees will retain their job classification, operation or particular type of work for the duration of the leave. Application for such leave of absence must be submitted to management in writing, no later than four (4) weeks prior to the scheduled commencement of the leave. Extenuating circumstances will be considered on an individual basis.

Approval of such leaves of absence will not be unreasonably withheld and will be given to employees in writing.

**12.03** 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 ninety (90) calendar days, a job left vacant by virtue of its incumbent employee being on approved disability leave of absence. In the case of absences over ninety (90) calendar days and up to one (1) year, the Employer will reinstate the employee in the same or similar job at the first opening.

**12.04** No leave of absence shall be granted for a period in excess of twelve (12) months.

**12.05** In the event of death in the immediate family, an employee shall be entitled to up to 24 hours leave of absence with pay.

For purposes of this article, immediate family shall include spouse, son, daughter, father, mother, brother, sister, parents-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepchildren, adopted children and common-law spouse except that the common-law spouse relationship shall not establish eligibility for any other family relationships listed herein which may be attendant to it.

Bereavement of up to 24 hours will be paid to the employees regardless of the day of the funeral of the deceased.

In cases when the member of an employee's immediate family has died overseas and the employee cannot attend the funeral, up to three (3) days bereavement leave will be granted, the first such day being the day of notification of the death or the day following, on the conditions that the employee can produce reasonable verification of the death within thirty (30) days of the death.

**12.06** 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 employee on leave of absence in accordance with Article 12.06 shall be entitled to holiday pay for any holiday which occurs during the leave of absence.

**12.07** The Company 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.

**12.08** Any employee who leaves the employ of the Company or transfers to Union or Salary and returns, shall gain past service upon serving an equal amount of time of continuous service as the length of the leave.

#### ARTICLE XIII • NON-DISCRIMINATION

**13.01** 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, or sex.

## **ARTICLE XIV - SENIORITY**

**14.01** The Employer will recognize individual seniority after the successful completion of trial period.

**14.02** In the event of a temporary layoff, such layoff will be governed by Plant seniority, within the affected section. Employees on temporary layoff shall be recalled to their job within the respective job function, on a reverse seniority basis when work becomes available.

**14.03** In the event of a permanent layoff (more than 13 weeks), such layoff will be governed by plant seniority within respective job functions.

**14.04** In the event of elimination or indefinite layoff on the afternoon shift, employees affected will have the right to exercise their job seniority on the day shift within their respective job function.

**14.05** In the event of the elimination of a shift or operation where a displaced person has been placed on a vacant position, and after one month wishes to transfer to another operation of their choice, as per Article 18.01 (b), the employee will revert to trainee status, as per Article 18.06.

## **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 or such part or provisions shall not invalidate the remainder thereof.



## **ARTICLE XVI - WAGES**

**16.01** The Company has established incentive standard of production for certain jobs. Employees on incentive standard will be paid at the base rates set forth in the Incentive Wage Schedule as of the dates set forth in the Incentive Wage Schedule for standard production when achieved and will be paid more or less according to the degree of productivity.

**16.02** 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 month, or their quarterly average, **or** actual rate of earnings while on the temporary job, whichever is the greater. "Temporarily transferred" shall mean a transfer of up to forty **(40)** working hours. This article will apply to temporary transfers and cross-training employees.

**16.03** The Union shall have the right to request a review of incentive standard within thirty (30) days of such standard having been declared permanent. Such review shall consist, first, of a recheck of the standard in question by the Company engineer, then, a review by a Union engineer if desired by the Union, and, if required, resolution in accordance with Article IX. In the establishment of new standards, in order to develop and promote equity in earnings among all operations, the method of conducting time studies will record actual times and will be levelled 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 operations.

**16.04** 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 average straight time hourly rate during the previous calendar quarter.

**16.05** It is recognized that certain employees are regularly

assigned to, and are required to perform more than one (1) incentive job

**16.06** 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 retraining incentive based on a declining scale. The duration of the retraining period during which such retraining 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.

**16.07** Insofar as practicable, when a job is eliminated and one is created in its place, the employee(s) on the affected job(s) will have right of first refusal on the newly created job.

### ARTICLE XVII • TECHNOLOGICAL CHANGE

**17.01** It is understood that the Company shall make every reasonable effort to reassign those employees displaced as a result of technological change. These employees working on jobs affected by the technological change shall receive the following retraining allowance. This period shall commence after the machine/equipment has been proven workable and a temporary S.A.H. assigned. Such temporary S.A.H. shall not be in effect for more than sixty (6) calendar days.

Retraining Allowance:

- (1) Up to a maximum of one hundred and twenty (120) hours at Quarterly Average.
- (2) Forty (40) hours at seventy-five (75) percent. Quarterly Average • fifty (50) percent ticket value.
- (3) Forty (40) hours at seventy (70) percent. Quarterly Average • fifty (50) percent ticket value.
- (4) Forty (40) hours at sixty-five (65) percent. Quarterly Average • fifty (50) percent ticket value.

## **ARTICLE XVIII - JOB POSTING**

**18.01** When additional jobs are created or when a job becomes vacant, the Company shall post such jobs for forty-eight (48) hours, on at least two (2) designated bulletin boards.

**18.02** 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.

**18.03** A successful applicant cannot apply for another posted job until twelve (12) months from the date of transfer.

**18.04** Upon transfer to the new job, the Employer shall pay Quarterly Average, or actual earnings, whichever is the greater, for up to fifteen (15) working days. The length of time will be contingent on the job grade the applicant is coming from, the job grade to which he/she is transferring and the skills brought to the new position.

After the days at the guaranteed rate have expired, the employee will receive payment as follows:

40 hours at 70% of Quarterly Average and 50% of piecework tickets on new job.

40 hours at 65% of Quarterly Average and 50% of piecework tickets on new job.

40 hours at 60% of Quarterly Average and 50% of piecework tickets on new job.

40 hours at 55% of Quarterly Average and 50% of piecework tickets on new job.

Following the completion of this program, the employee will be paid for S.A.H.'s earned.

**18.05** Transferred employees who fail to meet the

**requirements of the new position within the normal training period** for this job, will be returned to Trainee status, subject to a need for Trainees. In the event that no Trainees are required, the employee will be laid off.

**18.06** Jobs which become vacant as a result of a transfer pursuant to Article **18.01**, will not necessarily be filled by subsequent job postings.

## **ARTICLE XIX - ALTERNATIVE WORK STYLES**

**19.01** It is understood that the Employer will change the current incentive system to an alternative form of work method and wage structure herein referred to as "Alternative Work Styles". The pace timing and implementation of such change shall be directed and determined by the Employer.

Upon full implementation of the Alternative Work Styles, the Company and the Union mutually agree to review and delete from the Collective Agreement any items dealing specifically with piecework.

It is understood that employees, once assigned to Alternative Work Styles, will no longer be covered or considered by any terms, conditions, clauses or articles pertaining to or referring to, the incentive pay system.

For those employees thus affected, the following clauses will be in effect with regard to the conditions and payment of wages.

**19.02** Employees in Group classifications hereto set out in the Alternative Work Styles Wage Schedule shall be paid the appropriate hourly rate for the Group classification, effective as of the date set forth in the Alternative Work Styles Wage Schedule.

**19.03** The Employer shall establish standards of production and quality for jobs and further establish thresholds of cost, production and quality for collective groups of jobs and/or team(s) of individuals. Employees assigned to such groups or teams shall be eligible to receive additional wage payments for collectively achieving such threshold standards. Threshold payments will be based on

regular hourly base rate times regular hours worked during the eligible period.

**19.04** Employees shall become multi-skilled, involved in non-sewing activities, and work cooperatively within a team environment, as assigned.

**19.05** Hours worked in excess of the regularly scheduled work hours in each day will be compensated at the rate of 1 1/2 x the employees' rolling average provided total team wages do not exceed cost targets. Otherwise overtime will be paid at 1 1/2 x the base rate.

**19.06** An employee who is required to temporarily fill a job which carries a higher rate of pay shall receive the higher rate of pay if they work on that job for four (4) or more hours during that shift. If an employee is required to temporarily fill a job which carries a lower rate of pay his or her base rate will not change.

**19.07** Quotas as set, are the minimum requirements for a job. They are to be readily attainable so as to ensure that bonus payments may be made for the effort expended.

**19.08** In order to have the opportunity to earn the bonus, employees who are transferring to Alternate Work Styles will be placed on a learning curve.

**ARTICLE XX - TERM OF AGREEMENT**



**20.01** This Agreement shall become effective March 9, 1992, and shall remain in full force and **effect** until March 9, 1995. The said Agreement shall be automatically renewed from year to year thereafter, ~~unless~~, on or before January 9, 1995, or January 9th of any year thereafter, notice in writing by certified mail **is** given by either the 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 March 9th, but shall continue in effect until such time ~~as~~ an agreement ~~is~~ reached between the parties or either party given written notice to the other that it desires to terminate this Agreement in which event this Agreement shall be terminated on said date.

**FOR THE COMPANY:**

**PAUL BARKER  
SUZANNE CUYPERS  
JAMES TOKOS**

**FOR THE UNION:**

**JUDY LACKNER  
WENDY MCINNES  
LINDA PREST  
SOLANGE FIARDI  
DIANE HARRISSON  
MARYANNE CASKIE  
VERA OATES**

## **JOB GROUPS**

### **GROUP 1**

Clip Pockets  
Pocket Setters  
Serge Left Fly  
Serge Backs  
Button Fly  
Att. Watch Pocket  
Hem Hip Pocket  
Hem Watch Pocket  
Hang Front Pocket  
**Sew** Left Fly  
Att. Facing 7 & 8  
Serge Fronts  
Scallop  
Serge Pockets

### **GROUP 2**

Set Front Pockets  
Bartack  
Serge Right Fly  
  
Join Crotch  
2N Front Pocket

Bartack Seat

Pocket Bag

### **GROUP 3**

Risers  
Seatseam  
Waistband  
**F e l l I n s e a m •**  
Outseam  
Hem Legs  
Serge Pockets  
Side~~s~~eam  
Cord Outseam

### **GROUP 4**

Tack Loops  
B u t t o n &  
Buttonhole  
Band End  
Leather Labels  
Rivets

### **GROUP 5**

Make Loops  
Zipper Station  
Packing  
Turn Pants  
Matching  
**Turn & Stack**

### **GROUP 6**

Cutting Repair  
Bundle Handler  
Sp~~r~~eaders  
Gerber Take-Off

### **GROUP 7**

Forklift

### **GROUP 8**

Manual Cutting

### **GROUP 9**

Gerber Operator

Groups 1, 4 and 5 will have the same base rates.

ALTERNATIVE WORK STYLES WAGE SCHEDULE

	<u>March 1992</u>	<u>March 1993</u>	<u>March 1994</u>
Group 1,4,5	<b>\$09.09</b>	<b>\$09.18</b>	<b>\$09.36</b>
potential bonus	<b><u>\$00.91</u></b>	<b><u>\$00.92</u></b>	<b><u>\$00.94</u></b>
total	<b>\$10.00</b>	<b>\$10.10</b>	<b>\$10.30</b>
Group 2	<b>\$09.45</b>	<b>\$09.64</b>	<b>\$09.83</b>
potential bonus	<b><u>\$00.95</u></b>	<b><u>\$00.96</u></b>	<b><u>\$00.98</u></b>
total	<b>\$10.40</b>	<b>\$10.60</b>	<b>\$10.81</b>
Group 3	<b>\$09.90</b>	<b>\$10.10</b>	<b>\$10.30</b>
potential bonus	<b><u>\$00.99</u></b>	<b><u>\$01.01</u></b>	<b><u>\$01.03</u></b>
total	<b>\$10.89</b>	<b>\$11.11</b>	<b>\$11.33</b>
Group 6	<b>\$09.09</b>	<b>\$09.18</b>	<b>\$09.36</b>
potential bonus	<b><u>\$00.91</u></b>	<b><u>\$00.92</u></b>	<b><u>\$00.94</u></b>
total	<b>\$10.00</b>	<b>\$10.10</b>	<b>\$10.30</b>
Group 7	<b>\$09.70</b>	<b>\$09.70</b>	<b>\$09.70</b>
potential bonus	<b><u>\$00.30</u></b>	<b><u>\$00.40</u></b>	<b><u>\$00.60</u></b>
total	<b>\$10.00</b>	<b>\$10.10</b>	<b>\$10.30</b>
Group 8	<b>\$11.93</b>	<b>\$11.93</b>	<b>\$11.93</b>
potential bonus	<b><u>\$00.18</u></b>	<b><u>\$00.42</u></b>	<b><u>\$00.66</u></b>
total	<b>\$12.11</b>	<b>\$12.35</b>	<b>\$12.59</b>
Group 9	<b>\$09.90</b>	<b>\$10.10</b>	<b>\$10.30</b>
potential bonus	<b><u>\$00.99</u></b>	<b><u>\$01.01</u></b>	<b><u>\$01.03</u></b>
total	<b>\$10.89</b>	<b>\$11.11</b>	<b>\$11.33</b>



LETTER OF UNDERSTANDING

**ARTICLE 8.06**

All **existing** and future **shifts** will be governed by Article 8.06

LETTER OF UNDERSTANDING

SUBJECT: POTENTIAL WAGE LOSS

Both parties are aware of, and are concerned over, any potential wage loss to some incentive production operators resulting from the introduction of "Alternate Work Styles". In an effort to minimize the effect such a loss may have upon an individual, the Employer will make payment to affected employees as follows:

One thousand (1,000) hours x quarterly average to a maximum of \$4.00 per hour minus \*projected average earnings = payment to affected employees.

Employees will be eligible to receive such payment after being permanently assigned to "Alternate Work Styles". Payment will be made to eligible employees in two (2) equal instalments. The first payment will be made three months after the permanent assignment, and the second payment will be made six months after the permanent assignment.

\*Projected average earnings for the purpose of this letter will be defined as the affected employees' assigned "base rate" under Alternate Work Styles, plus the available bonus under Alternate Work Styles.

**LETTER OF UNDERSTANDING****MODIFIED WORK**

Employees returning to work from a non-work related illness, or injury, may be provided with modified work by the Company, in consultation with the Union.

**LETTER OF UNDERSTANDING**

Both parties agree that during the life of this collective agreement, while moving from an incentive system to alternative work styles, amendments to this agreement may be required