

COLLECTIVE AGREEMENT

Between:

**Levi Strauss & Co. (Canada) Inc.
Stoney Creek, Ontario**

And:

**UNION OF NEEDLETRADES,
INDUSTRIAL AND
TEXTILE EMPLOYEES, AFL-CIO, CLC**

LOCAL 2307

**March 9, 2001
to
March 9, 2004**

COLLECTIVE AGREEMENT
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This AGREEMENT made and entered into this 6th day of June 2001, by and between Levi Strauss & Co. (Canada) Inc., at 563 Barton Street, Stoney Creek, Ontario, Canada, hereinafter referred to as “Employer” and the Union of Needletrades, Industrial and Textile Employees, 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 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., at 563 Barton Street, Stoney Creek, Ontario, engaged in production work, save and except supervisors, instructors or trainers, maintenance personnel, quality resource personnel, persons above the rank of supervisor, office and sales staff and anyone employed on a casual or part-time basis to perform work normally done by persons outside of the bargaining unit.
- 2.02 The Employer shall meet 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 local president and stewards shall, with the approval of the supervisor of the department in which she is employed, be permitted during regular working hours, without loss of pay, to leave her regular duties for a reasonable period of time to investigate grievances or complaints, which may include off-site meetings. Union Committee Members will give reasonable notice of the need to leave their regular duties and permission by management will not be unreasonably withheld.
- Union members shall, with the prior approval of management, be permitted to perform union building functions within the bargaining unit, such as training, surveys, petitions, votes or clerical work. These activities shall be conducted before or after working hours and will not interfere with an employee's ability to perform their job duties.
- 2.04 The Union acknowledges that the local president and stewards have regular job duties to perform on behalf of the Employer and will not absent themselves from those duties unreasonably in order to investigate and deal with grievances and complaints of employees.
- 2.05 (a) The Employer agrees to submit to the Union, copies of lists of employees that are hired, laid-off or recalled. Such lists shall include the names of the employee, whether they are temporary or full time, their start date and the job to which they will be placed. The Company will provide such lists within 48 hours of the hire, lay-off or recall and the Union will report any errors or suspected errors to the Company within 48 hours of receiving such lists. Any liability, on the part of the Company will only be assumed from the date the Union reports the error or suspected error and not from the date of the list.
- (b) The Employer agrees to submit to the UNITE office the names, addresses, postal codes and telephone numbers of all bargaining unit employees every six months.

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 the meeting during working hours and/or cancellation of overtime which in anyway 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 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 properly 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 Employer. 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 restriction 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.

Probationary Employees:

4.03 Membership in the union is required as a condition of employment for any employee hired as a regular full-time employee and shall commence from the first day of employment. The probationary period shall be for a period of seven hundred and twenty (720) regular working hours, including overtime hours. Membership in the Union requires the payment of Union Dues and entitles the employee to union representation from day one of employment.

Temporary Employees:

4.04 Personnel employed on a temporary basis to meet some emergency or replace permanent employees who may be absent due to illness, or leave of absence.

The term of any temporary personnel shall not exceed three hundred and sixty (360) regular working hours unless extended by mutual agreement between the Company and the Union. Following this three hundred and sixty (360) hours worked the employee shall have achieved probationary status for the next three hundred and sixty (360) hours worked as defined in 4.03 above. The employee becomes eligible for benefits upon completion of seven hundred and twenty (720) hours of work.

The Employer shall submit to the Union, in writing the names of all temporary employees, the job which they are performing and their date of hire as they are hired. The Union shall be further notified of all lay-offs of temporary employees.

Seniority:

Such temporary personnel shall have no seniority nor be bargaining unit members, nor shall their probationary periods commence until such time as they qualify for and are offered a permanent position. It is further understood that all temporary personnel will be laid off prior to any bargaining unit member.

ARTICLE V - INSURANCE BENEFITS

5.01 Upon completion of the probationary period, the Employer shall provide the following benefits as detailed in the Employer's Benefit Booklet:

- (a) Life Insurance of twenty thousand dollars (\$20,000), Effective March 9, 2003, Life Insurance of twenty-five thousand dollars (\$25,000)
- (b) a Supplementary Health Care Plan which includes an employee vision care, major medical, and hospital expense coverage,
- (c) a Weekly Indemnity Plan (the cost of any premium increase will be shared equally between the Employer and the Employee with the employee's share not to exceed three (\$3.00) per month, (Effective March 9, 2002, Weekly Indemnity contributions previously paid by the Employee will be paid by the Employer), and
- (d) a Basic Dental Plan.

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 cooperate with an employee who is seeking a resolution of said dispute with the Insurance Company.

5.03 In addition to the benefits provided by the Employer through an Insurance Company, as set out in Paragraph 5.01, the Employer will also provide:

- (a) Ontario Health Insurance Plan, for either single or family coverage as required by the employee.
- (b) at the sole discretion of the Employer, on jobs designated as requiring footwear, the Employer 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.
- (c) to employees who have completed two (2) years of service, membership in the Employer's Hourly Employee's Pension Plan. The benefit under the Pension Plan for eligible employees is:

for service prior to March 9, 1995, eight dollars (\$8.00) per month per year of service,
for service from March 9, 1995, ten dollars (\$10.00) per month per year of service,

- for service from March 9, 1996, eleven dollars (\$11.00) per month per year of service,
- **for service from March 9, 1997, twelve dollars (\$12.00)** per month per year of service.
- for service from March 9, 1998, thirteen dollars (\$13.00) per month per year of service,
- for service from March 9, 1999, fourteen dollars (\$14.00) per month per year of service,
- for service from March 9, 2000, sixteen dollars (\$16.00) per month per year of service,
- for service from March 9, 2001, seventeen dollars (\$17.00) per month per year of service.
- for service from March 9, 2003, eighteen dollars (\$18.00) per month per year of service.

Further details are listed in the Plan document.

- (d) at the Employer's discretion, eligible tuition may be reimbursed.

ARTICLE VI - ANNUAL VACATION

6.01 Company Service for vacation entitlement shall be measured as of your service (hire) date.

Vacation entitlement shall be as follows:

- (a) Where an employee has less than one (1) year of Company Service, the employee shall receive 4% of gross earnings from the date on which vacation pay is calculated.
- (b) Where the employee has completed one (1) year of Company Service, the employee shall be entitled to two (2) weeks vacation with pay.
- (c) Where the employee has completed four (4) years of Company Service, the employee shall be entitled to three (3) weeks vacation with pay.
- (d) Where the employee has completed nine (9) years of Company Service, the employee shall be entitled to four (4) weeks vacation with pay.
- (e) Where the employee has completed nineteen (19) years of Company Service, the employee shall be entitled to five (5) weeks vacation with pay.

Where the employee has completed twenty-eight (28) years of Company Service, the employee shall be entitled to 6 (six) weeks vacation with pay.
(Effective March 9, 2002)

6.02 Company Service for vacation pay purposes shall be measured from your service (hire) date to the first week of the month preceding that in which the employee takes his vacation.

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) For the purposes of administration, the minimum vacation pay will be calculated at base rate plus weekly/quarterly bonuses if applicable for all vacations. An annual adjustment will be made to calculate vacation as the greater of:
 - 1) base rate plus weekly/quarterly bonus if applicable times the number of vacation entitlement weeks, or
 - 2) 2% per week of entitlement of gross earnings (based on a 52 week period).

For the purposes of calculating vacation pay, gross earnings will include regular pay, weekly bonuses as applicable, overtime pay, shift premiums, statutory and floater holiday pay and **will** exclude other vacation payments in the period.

- (c) Employees who have been absent from work for more than two hundred and forty (240) hours during the period from July 1 to June 30 will receive vacation pay at 2% of gross earnings for each week of entitlement.

Employees who have been absent from work for more than two hundred and forty (240) hours for reasons of WSIB and Maternity Leave during the period from July 1 to June 30 will receive vacation pay at 2% of gross earnings and 2% of WSIB benefits and/or 2% of Employment Insurance Maternity benefits for each week of entitlement.

Employees who have been absent from work for less than two hundred and forty (240) hours during the period from July 1 to June 30 will be paid their weeks of vacation entitlement as in 6.02 (b) above.

- 6.03 Vacation pay will be paid to the employee only when the vacation is taken. It is understood that any vacation pay and entitlements not taken in the vacation period (December 1 to November 30) will not carry forward to the subsequent vacation year unless mutually agreed by the Company and the Union.
- 6.04 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.
- 6.05 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.
- 6.06 The Employer normally schedules summer plant vacation shutdown(s) each calendar year. The Employer agrees to make every reasonable effort to announce vacation shutdown(s) and floater holidays no later than October 1st of the year prior to the applicable year.
- 6.07 An employee who becomes ill while on vacation may substitute that period while ill with sick leave, if the employee produces a certificate from a registered medical doctor verifying the nature of the illness and the period during which the employee was incapacitated.

6.08 Vacation requests outside of the shutdown period (as determined in 6.06 above) shall be submitted as follows:

(a) Employees wishing vacation in December or January shall submit their request prior to September 1st of the year preceding the vacation year. The Employer shall respond to such employee request in writing by September 15th.

(b) Employees wishing vacation outside of 6.08 (a) shall submit their request prior to November 1st of the year preceding the vacation year. The Employer shall respond to such employee request in writing by December 1st.

Vacation will be granted according to plant seniority depending on production needs (such issues as product demand, headcount, absenteeism etc. will be considered each year to determine the number of employees that can be scheduled **off** for vacation at any one time) of the facility.

Any employee who does not submit their requests prior to November 1st will have their vacation scheduled for them by the Employer after all submitted vacations are scheduled. The Employer shall inform such employees of their vacation time, in writing, **by** December 15th.

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 (per **6.06**). The Employer shall pay to the employees for each holiday at base rate plus weekly/quarterly bonus if applicable.

- 7.02 An employee shall be eligible for holiday pay and floater pay if he has worked his regularly scheduled work day immediately preceding and following the holiday or floater 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 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.
- 7.05 **An** employee returning from an absence which **is** covered by Employment Insurance benefits will receive payment for statutory holidays during this period at base rate plus weekly/quarterly bonuses if applicable minus the benefit paid by Employment Insurance.

ARTICLE VIII - WORK WEEK AND OVERTIME

- 8.01 **A** normal work week shall consist of forty (40) hours divided into five (5) working days from Monday to Friday inclusive. The normal work week is defined to commence at 12:01 am Monday and ends at 11:59 p.m. Friday. Employees requesting flexible work arrangements may make such requests, in writing. Such requests will be considered by the Company in consultation with the Union.
- 8.02 (a) Overtime is defined as work performed in excess of the employee's normal work hours per day. The Company at their discretion may allow employees to make up absent hours at straight time. Overtime work as defined herein shall be paid at time and one half (as in **8.03** and **8.04** below) except that where an employee works in excess of ten (10) hours overtime in the week, 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) in accordance with Article 8.02 (b).
- (b) **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** (a) will be paid at overtime rates.
- (c) All overtime performed on a Sunday will be paid at double time (2X) for work performed.
- (d) Overtime shall be worked on a seniority by job function basis, understanding that employees performing modified work (light duty) or employees in training are not generally eligible for overtime work.
- (e) When overtime is needed on a certain job function employees on that job function will be notified as soon as reasonably possible and employees who wish to work overtime must sign an availability list. The most senior person(s) on the list will be assigned the overtime available.
- (f) **To** support production needs, in cases of absences, machine delay, etc., an employee on the same shift who is available and trained on the affected job function will be transferred to fill the need. When this is not possible, persons on the next shift within the same job function will be called in order of seniority to fill the need.
- 8.03 Any employee working overtime in a higher wage class, will be paid overtime at the base rate plus weekly bonus (if applicable) for the hours worked in the higher wage class.

- 8.04** Hours worked in excess of the regularly scheduled work hours in each day will be compensated at the rate of time and one half of the job's base rate plus weekly bonuses applicable.
- 8.05** All employees shall have paid ten (10) minute rest periods in the forenoon and afternoon.
- 8.06** The Employer commits to maintaining a current list of employees' addresses, and telephone numbers. The Union acknowledges employees' responsibility to adequately inform the Company of any changes to their addresses and telephone numbers. The Employer will make reasonable attempts to notify affected employees not to return to work. 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 plus weekly bonus. 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. It is understood that mechanical failure is within the control of the Employer.
- 8.07** All overtime shall be on a voluntary basis.
- 8.08** All employees will be paid a shift premium of \$0.35/hour for hours worked on the afternoon shift.

ARTICLE IX - GRIEVANCE PROCEDURE

- 9.01 **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 **STEP #1:** The grievance shall be discussed within ten (10) working days of the occurrence of the situation on which the grievance is based, by the Union Steward, the employee involved, and his or her immediate supervisor, in an attempt to settle the matter. The supervisor involved shall give a written answer with respect to the grievance within (1) working day following the discussion. If the answer given does not settle the issue, then the employee and the Union Steward may proceed with the next grievance step.
- 9.03 **STEP #2:** Within three (3) working days following receipt of the answer provided by Step 1, the Union Representatives and the aggrieved employee shall present the grievance in writing to the Production Manager and/or her designate 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 Union President, the 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 **STEP #3:** Within seven (7) working days following receipt of management's written decision, the Regional Representative, along with the Local Representatives and the aggrieved employee shall meet with the Employer and attempt to settle the grievance. Following such meeting the Employer shall give their written response to the Union within two (2) working days. 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. Upon request, extensions of the time limits at any step of the grievance and/or arbitration procedure may be granted by either party, for reasonable cause.
- 9.05 The Employer and the Union may mutually agree to have a Grievance Mediator assist in resolving the grievance prior to Arbitration.
- 9.06 All policy and discharge grievances shall commence at Step #3 of the grievance procedure.

Any grievance not answered by the employer within the time limits stipulated throughout the grievance procedure without prior mutually agreed to extensions shall move to the next step in the grievance procedure.

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 thirty (30) calendar days following the final meeting as described in Article IX, 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 by each party selecting their own nominee for an Arbitration Board. If the two nominees cannot agree upon an Arbitrator, the appointment shall be made by the Ministry 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 the 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 Chairperson of the Arbitration Board.

ARTICLE X1 - 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. Failure by the Employer to answer a discharge grievance within two (2) days of the third step meeting will result in a reinstatement of 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 IX, paragraph 4, said grievance or complaint shall be processed in accordance with Article X herein.

No Employee shall receive discipline verbally, or written, without a Union representative being present.

Terminated employees will be given an opportunity to meet with a Union representative prior to leaving the Employer's premises, provided there are no circumstances which would warrant them leaving immediately.

- 11.02 Grievance or disputes alleging improper discharge will begin at Step #3, of the Grievance Procedure.
- 11.03 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.
- 11.04 Except for serious violations such as theft, drinking of or under the influence of alcoholic beverages or drugs, fighting, falsifying Company records and violations of Health and Safety rules and regulations, employees may be given discipline under a progressive process. Progressive discipline shall not be active in an employee's file for more than fifteen (15) months.

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.

Employees who are requested to have a company authorized Doctor form completed will be compensated to a maximum of ten dollars (\$10.00) per form, to a maximum of sixty dollars (\$60.00) in a year.

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 written request, leaves of absence for reasons of disability shall be granted to an employee who has completed sixty (60) days of service and all benefits will continue to accrue including seniority.

The Employer will hold open for six (6) months, a job left vacant by virtue of its incumbent employee being on approved disability leave of absence. In the case of absences over six (6) months and up to one (1) year, the Employer will reinstate the employee in the same or similar job. Extensions may be granted at the Employer's discretion.

Employees on extended leave may be required to provide the Employer with up to one (1) week notice of their expected return to work following a disability leave of absence.

12.03 In the event of the death of a spouse (which includes common-law or same-sex spouse), child, parent, brother or sister of an employee, the Employer will grant five (5) working days leave of absence with pay.

In the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents or grandchildren of an employee, or grandparent of a spouse, the Employer will grant three (3) working days leave of absence with pay.

12.04 The Employer will consider written requests for unpaid leaves of absence (for personal or compassionate reasons) and such requests may be granted giving consideration to production requirements (such as production demand, headcount, absenteeism, vacation, etc.).

In order to better inform employees of the decision making process, the Employer shall post a vacation schedule and any other trend information on Company bulletin boards.

12.05 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.

12.06 The Employer shall pay an employee who is required for jury service, for each day of service, at the employee's base rate plus weekly/quarterly bonus if applicable and the employee will forward their payment for jury service to the Employer. In order to qualify for this payment, the employee must present proof of service.

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, handicap or sex.

ARTICLE XIV – SENIORITY/ LAY-OFF/ RECALL

- 14.01 The Employer will recognize individual seniority after the successful completion of the probationary period.
- 14.02 a) In the event of a temporary layoff of two (2) weeks or less, such lay off will be governed by plant seniority within primary job functions. Employees on temporary layoff shall be recalled to their job within the primary job function, on a reverse seniority basis when work becomes available.
- b) In the event of a ~~temporary~~ ^{short term} layoff of more than two (2) weeks but less than fourteen (14) weeks, such layoff will be governed by plant seniority within a job that is the employee's primary job or the employee has achieved trained status. Such affected employees will be given two (2) working days advance notice. Employees on short term lay-off shall be recalled to their primary job, on a reverse seniority basis when work becomes available.
- 14.03 a) In the event of an indefinite layoff of more than thirteen (13) weeks, such layoff will be governed by plant seniority within a job that is the employee's primary job, or the employee has achieved trained status. Senior displaced employees will be transferred to a job which is currently held by a more junior employee and retrained as required.
- b) All employees to be laid off will be given one (1) week advance notice for employees under one (1) year service and two (2) weeks notice for anyone over one (1) year service. All employees shall be recalled to their primary job on a reverse seniority basis.
- c) For a permanent layoff exceeding thirty-five (35) weeks the Employment Standards Act provisions shall apply.
- 14.04 All employees, who have completed their probationary period, shall retain recall rights of up to one (1) year from the date of layoff.
- 14.05 Where possible, permanent shift assignments will be offered to qualified employees based on plant seniority within job functions.
- 14.06 In the event of elimination or indefinite layoffs on the afternoon shift, employees affected will have the right to exercise their plant seniority on the day shift within their respective job functions.

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

16.02 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.

The Employer will inform the Union of any new standard or change in standard before its implementation. The Employee shall have the right following, thirty (30) days from the implementation of any new standard **to** request a review of such standard. Such review shall consist first of a recheck of the standard in question **by** the Employer's engineer. **If** then requested by the Employee **or** the Union, a Union engineer may be called upon to examine the standard in question. The Company shall be notified by the Union of the qualified engineer's name. The Union engineer shall be accompanied by the Company's engineer while he/she studies the standard in question and all necessary information will be made available.

16.03 **An** employee who is required to temporarily fill **a** job which carries a higher rate of pay shall receive the higher rate of pay for the work performed. 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.

16.04 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.

ARTICLE XVII - TECHNOLOGICAL CHANGE

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- 17.01 It is understood that the Employer shall make every reasonable **effort** to reassign those employees displaced as a result of technological change by offering the displaced employee a choice between a vacancy in the same job class on the same shift or the job held by the most junior employee in their own job class on the same shift or a lower job class on the same shift. The junior employee displaced as a result will be placed in a vacant position and if there is no vacancy, then Article XIV (Seniority) will apply.
- 17.02 The Employer will make a reasonable effort to inform the Union and the affected employees of planned technological changes at the earliest possible date and the potential impact on the affected jobs or employees.
- 17.03 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 XVIII - JOB POSTING

- 18.01 When additional jobs are created or when a job becomes vacant, the Employer shall post such jobs for forty-eight (48) hours. The Union will be given a copy of such job postings and all applicants.
- 18.02 Job applicants must have been employed with the Employer for at least six (6) months. The senior employee applying within the time a job is posted, who possesses sufficient skill and ability to perform the work to be done shall be given the job.
- 18.03 The employee shall be granted a period of one (1) working day for Group 1 jobs, two (2) working days for Group 2 jobs and three (3) working days for Group 3 jobs, from which they shall have the opportunity to transfer back to their original job. Once the employee accepts the job they will be placed on a training program. Should the employee fail to demonstrate satisfactory progress, then the employee would be subject to placement in an available position regardless of pay group. If there are no available positions, then the employee is subject to layoff as governed in Section 14.03. Once placed, the employee remains subject to Section 18.04 from the date of the most recent placement.
- 18.04 A successful applicant cannot apply for another posted job until six (6) months from the date of transfer.
- 18.05 Jobs which become vacant as a result of a transfer pursuant to Section 18.01, will not necessarily be filled by subsequent job postings. Consideration will be given to those employees with no job assignment as well as such things as production needs and line-balancing etc.
- 18.06 Every reasonable effort will be made to transfer the successful candidate within two (2) weeks from the date the employee accepts the position. The Employer will make every effort to inform the employee of the reasons for any delay and will attempt to rectify the problem as promptly as possible.
- 18.07 Employees who accept a position with the employer outside the bargaining unit may at the Company's discretion, return to the bargaining unit. In the event he or she returns to the bargaining unit within six (6) months, he or she shall be credited with full seniority less time spent outside the bargaining unit.

Employees returning to the bargaining unit after six (6) months shall be viewed as a new employee with no seniority. However, he or she will be credited with their years of service only for purposes of vacation and/or pension.

ARTICLE XIX -PERFORMANCE EXPECTATIONS

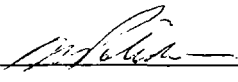
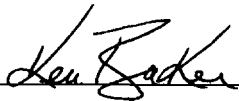
- 19.01 Employees shall become multi-skilled, involved in non-sewing activities, and work co-operatively within a team environment, as assigned.

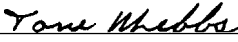
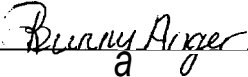
ARTICLE XXI - TERM OF AGREEMENT

20.01 This Agreement shall become effective March 9, 2001, and shall remain in full force and effect until March 9, 2004. The said Agreement shall be automatically renewed from year to year thereafter, unless, on or before January 9, 2004, 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 gives written notice to the other that it desires to terminate this Agreement in which event this Agreement shall be terminated on said date.

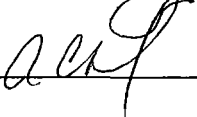

For the Employer:



For the Union:



Maurice Polidori  Ken Baker 

Toni Whibbs  Bunny Anger 

Debbie Curley  Yvonne Schilf _____

Anna Chouinard  Joseph Benjamin 

Victor Benoit  Kelly McCullough 

Lisa Newton  Ante Curic 

SCHEDULE A

WAGE SCHEDULE: JOB GROUPS
MARCH 9/2001 TO JUNE 30,2001

Group 1	\$10.36	Group 2	\$10.83	Group 3	\$11.30
Potential Bonus	<u>1.18</u>	Potential Bonus	<u>1.23</u>	Potential Bonus	<u>1.29</u>
Total	\$11.54	Total	\$12.06	Total	\$12.59

\$1,400.00 Lump Sum Payment payable between June 15 and June 22, 2001. **All** employees who are actively at work as of June 15, 2001 will receive the lump sum payment. All employees who are not actively at work as of June 15, 2001 will receive their lump sum payment upon their return to work.

SCHEDULE B

SAH JOB CROUPS

<u>GROUP1</u>	<u>GROUP2</u>	<u>GROUP3</u>
Attach Facing	Cord Outseam	Fell Inseam / Outseam
Attach Riser Labels	Close Bag Pocket	Hem Legs
Attach Watch Pocket	Serge Right Fly	Join Crotch
Auto Hem / Scallop	Two Needle Front	Manual Riser
Auto Riser	Pocket/ Form Fly	Seatseam
Band End/Button		Sideseam
Bartack		Waistband
Bartack – side		
Button Fly		
Buttonhole Left Fly		
Close Pocket L8		
Hang Front Pocket		
Hem Watch Pocket		
Make Loops/Fuse		
Match Fronts to Backs		
Packing		
Pocket Setters		
Rivets		
Seam Bust		
Serge Panels		
Sew Left Fly		
Stay Notch Front		
Pockets		
Tack Loop		
Topstitch		
Turn & Stack		
Zipper Station		

WAGE SCHEDULE: SAH JOBS
EFFECTIVE JULY 2, 2001

	July 2/01	March 9/02	March 9/03
Group 1	\$10.36	\$10.68	\$11.03
Group 2	\$10.83	\$11.15	\$11.50
Group 3	\$11.30	\$11.62	\$11.97
New Hires:	\$7.50 per hour for the first 80 hours of work		

SAH JOBS & PRODUCTIVITY BONUS STRUCTURE:
EFFECTIVE JULY 2, 2001

Effective July 2, 2001, "Bonuses" referenced in the Collective Agreement shall mean individual productivity performance bonus and/or quality performance bonus applicable to each employee based on achievement of productivity and quality targets.

<u>SAH Jobs</u>	Group 1	Group 2	Group 3
100% and Over	.82	.85	.88
95% to Under 100%	.58	.60	.62
Under 95%	.19	.20	.21

SAH JOBS & QUALITY BONUS STRUCTURE:
EFFECTIVE JULY 2, 2001

<u>SAH Jobs</u>	Group 1	Group 2	Group 3
Potential Team Quality Bonus	.2950	.3075	.3225
Potential Plant Quality Bonus	.2950	.3075	.3225

SCHEDULE C

WAGE SCHEDULE
NON SAH JOBS – BASE RATE ONLY
EFFECTIVE JULY 2, 2001

Effective July 2, 2001, the Base Rates for the following hourly jobs will be increased to include the Productivity and Quality Bonus. Note: Bonuses will no longer apply to these jobs:

	July 2/01	March 9/02	March 9/03
Ticket Printers and Repairs	\$11.54	\$11.86	\$12.21
Forklift Shipping & Receiving	\$12.06	\$12.38	\$12.73
Material Handlers	\$12.06	\$12.38	\$12.73

New Hires: \$7.50 per hour for the **first** 80 hours of work

SCHEDULE D

NON SAH JOBS – CUTTING ROOM

JOB GROUPS

<u>GROUP1</u>	<u>GROUP2</u>	<u>GROUP3</u>
Gerber Take-off	Spreader	Gerber Operator

WAGE SCHEDULE

NON SAH JOBS – CUTTING ROOM ONLY

EFFECTIVE JULY 2, 2001

	July 2/01	March 9/02	March 9/03
CROUP 1	\$10.36	\$10.68	\$11.03
*Potential Bonus	<u>\$ 1.18</u>	<u>\$ 1.18</u>	<u>\$ 1.18</u>
Total	\$11.54	\$11.86	\$12.21
GROUP 2	\$10.83	\$11.15	\$11.50
*Potential Bonus	<u>\$ 1.23</u>	<u>\$ 1.23</u>	<u>\$ 1.23</u>
Total	\$12.06	\$12.38	\$12.73
GROUP 3	\$11.30	\$11.62	\$11.97
*Potential Bonus	<u>\$ 1.29</u>	<u>\$ 1.29</u>	<u>\$ 1.29</u>
Total	\$12.59	\$12.91	\$13.26

*Potential Bonus based on 50% plant quality and 50% plant attainment.

New Hires: \$7.50 per hour for the first 80 hours of work

JANUARY							FEBRUARY					MARCH								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31
APRIL							MAY					JUNE								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30
JULY							AUGUST					SEPTEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31		23% 24	25	26	27	28	29	
OCTOBER							NOVEMBER					DECEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
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21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23% Hi	25	26	27	28	29	

JANUARY							FEBRUARY					MARCH								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5							1	2						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28			24% 25	26	27	28	29	30	
APRIL							MAY					JUNE								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6					1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23% 24	25	26	27	28	29	
JULY							AUGUST					SEPTEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
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21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					
OCTOBER							NOVEMBER					DECEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5							1	2							1
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
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20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

2003

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JANUARY							FEBRUARY							MARCH							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4							1								1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	
26	27	28	29	30	31		23	24	25	26	27	28		23 ^{2%}	24 ^{1%}	25	26	27	28	29	

APRIL							MAY							JUNE										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
			1	2	3	4	5					1	2	3				1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14				
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21				
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28				
27	28	29	30				25	26	27	28	29	30	31	29	30									

JULY							AUGUST							SEPTEMBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
			1	2	3	4	5						1	2				1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13			
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20			
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27			
27	28	29	30	31			24 ^{1%}	25	26	27	28	29	30	28	29	30							

OCTOBER							NOVEMBER							DECEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4							1				1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13		
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20		
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27		
26	27	28	29	30	31		23 ^{3%}	24	25	26	27	28	29	28	29	30	31					

JANUARY							FEBRUARY							MARCH								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3		1	2	3	4	5	6	7				1	2	3	4	5	6
4	5	6	7	8	9	10	8	9	10	11	12	13	14	7	8	9	10	11	12	13		
11	12	13	14	15	16	17	15	16	17	18	19	20	21	14	15	16	17	18	19	20		
18	19	20	21	22	23	24	22	23	24	25	26	27	28	21	22	23	24	25	26	27		
25	26	27	28	29	30	31	29							28	29	30	31					

APRIL							MAY							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3								1				1	2	3	4	5
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11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	
25	26	27	28	29	30		23 ^{2%}	24 ^{1%}	25	26	27	28	29	27	28	29	30				

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3								1				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2									1				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24 ^{1%}	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	