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No. OF EMPLOYEES	120		
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COLLECTIVE AGREEMENT

Toronto Cloak Manufacturers' Association

and

Ontario District Council Of
The International Ladies' Garment
Workers' Union, Locals 14,83 and 92

July 1, 1993 - June 30, 1995

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**Ontario District Council Of
The International Ladies' Garment
Workers' Union, Locals 14,83 and 92**

July 1, 1993 - June 30, 1995

Collective Agreement

Between : The Toronto Cloak Manufacturers' Association (hereinafter referred to ~~as~~ the "association" for and on behalf of ~~itself and~~ all persons, ~~firms~~ and corporations ~~who are at~~ present or ~~who may~~ hereafter become members ~~of~~ the said Association, such Association ~~and~~ each of its ~~members being~~ hereinafter referred to ~~as~~ the "**Employers**",

OF THE FIRST PART

And : The Ontario District Council of the International Ladies' **Garment Workers' Union, Locals 14, 83 and 92** hereinafter referred to ~~as~~ the "**Union**", for and on behalf of themselves and all persons ~~who are~~ at present or ~~who may~~ hereafter ~~become~~ members of the said union,

OF THE SECOND PART

WHEREAS the Employers ~~are~~ engaged, within the Province ~~of~~ Ontario, in the manufacture ~~of~~ cloaks, coats, suits, jackets, reefers, ~~skirts~~, windbreakers, leather and ~~suede garments~~ and ~~rainwear~~ of all description, and simulated fur and pile fabric ~~garments~~, ~~for~~ women ~~and~~ children hereinafter referred to ~~as the~~ "**INDUSTRY**", and the Union is ~~composed~~ of Employees in the said **Industry**;

AND WHEREAS the parties ~~hereto~~ are desirous of continuing and promoting the principle of Collective Bargaining, the avoidance of industrial conflict, and the regulations between ~~Employers~~ and Employees in the Industry;

NOW THEREFORE the parties hereto covenant, promise and ~~agree with one~~ another ~~as~~ follows:

1. AGENCY

1.01 The Employers recognize and acknowledge the Union as the exclusive agent and representative of the workers in the Industry and the Union recognizes and acknowledges the Association as the exclusive agent and representative of the Employers in the Industry.

2. PERFORMANCE

2.01 The respective parties hereto covenant and agree with one another to observe the terms and conditions of this Agreement and to perform them in good faith, and, by the due exercise of all the powers which they lawfully possess, to secure and enforce the due performance of the provisions thereof.

3. UNION SHOP

3.01 All Employers, Members of the Toronto Cloak Manufacturers' Association, are obliged to maintain a Union Shop in their own establishments and in any establishment with which they are directly or indirectly connected, or with which they may become associated or have any relationships either as a partner, shareholder, director, or otherwise, the whole in connection with the industrial jurisdiction of the International Ladies' Garment Workers' Union.

3.02 It is the intention of this Agreement that where one or more persons are engaged in the manufacture of products falling under the industrial jurisdiction of this Agreement or in any industrial field or jurisdiction in which the International Ladies' Garment Workers' Union is operating or has Employer-Employee Agreements or relationships, such person or persons, whether individuals or partnerships or corporations, shall be obliged to maintain a Union Shop in all establishments wherein they or any of them have an interest, whether such an interest is a minority or a majority interest, and the principle of a Union Shop shall be and remain paramount and held inviolate in respect to all members of the Association and signatories hereto, and all indirect violations of this principle are prohibited.

3.03 This Clause shall not apply to any Manufacturer or Employer who purchases shares in any public corporation of which the stock is listed on a recognized stock exchange but who is not otherwise interested in such corporation except as a shareholder.

4. CLOSED SHOP

4.01 For the performance of the operations of cutting, operating, pressing, finishing, tailoring, bushelling, special machine work, button sewing and examining, the Employer shall subject to the provisions of 4.03 of this Clause, engage and retain in their employ only workers who have been furnished by the Union and who are members in good standing of the Union; a member in good standing, for the purpose of this Agreement being a person who holds and is entitled to hold a Union Membership Card and who is not in arrears for more than four weeks in the payment to the Union of dues, fines or assessments.

4.02 Subject to the provisions of 4.03 of this Clause, no new workers shall be engaged by an Employer unless and until such worker presents to the Employer a working card properly signed by the responsible official of the Union directing such worker to the place of business of such Employer.

4.03 The Employer shall make all such provisions and shall submit all such dues to the Union for new members of the Union upon completion of the Employee's probationary period.

4.04 If the Union is unable to supply to an Employer within 48 hours after he or the Association submits a request to the Union, such help as he may require, the Employer may engage persons who are not members of the Union, provided that such Employees shall become members of the Union within two weeks of the date upon which they commence their employment.

5. DUES CHECK-OFF

5.01 It is agreed that each and every Employer shall deduct from the wages of every Union Employee the sum that shall be determined by the Union from the first pay of each month for Union Dues and the money so deducted shall be remitted to the:

Ontario District Council of I.L.G.W.U.
33 Cecil Street, Toronto, Ontario. M5T 1N1

6. TRIAL PERIOD

6.01 Any worker furnished by the Union shall be given a reasonable trial period of two weeks and after this trial period the worker shall constitute an Employee of such Employer and shall be entitled to all the rights, privileges, and benefits, as per rules and regulations, and shall be subject to all of the conditions and obligations of this Agreement.

7. DISCHARGE CLAUSE

7.01 No worker shall be discharged or otherwise disciplined without good or sufficient cause, except during his trial period. If the discharge or disciplinary act is found to be unjustified, the worker shall be re-instated and may be compensated for his loss of earnings during the period of such discharge or disciplinary act.

8. NO DISCRIMINATION

8.01 The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representative or members because of an Employee's membership or activities in the Union, or because of age, creed, colour, national origin, political or religious affiliation, sex or marital status.

9. HOURS OF WORK

9.01 A week's work shall consist of thirty-five (35) hours divided into five (5) working days, from Monday to Friday of each week, and work shall begin at 8:00 a.m. and shall continue until 4:00 p.m. with an interval of one (1) hour for lunch from 12:00 o'clock noon to 1:00 p.m. All work outside of the aforesaid hours shall be considered as overtime.

10. REST PERIOD

10.01 Every Employer shall provide that all his Factory Employees shall have a ten minute rest period during each afternoon.

11. OVERTIME AND EMERGENCY OVERTIME

11.01 Subject to the provisions of Article 11.02 no overtime shall be worked in the Industry in violation of the following principles:

- i) No overtime shall be worked in the establishment of any Employer unless there is a shortage of labour, or unless all machines operating in his establishment are in use and no space or facilities are available for additional machines or for additional Employees.
- ii) No overtime shall be worked on Friday or on any days or at times when work is prohibited by law.

- iii) No overtime shall be worked on Saturday except that when during the regular working periods there is a labour shortage in the Industry or in the Employer's establishment or all machines are in use and there are no available spaces for additional machines or for additional employees and where overtime work has been performed in the Employer's establishment by his Employees on Monday, Tuesday, Wednesday and Thursday of a week, then overtime work shall be permitted between 7:00 a.m. and 2:00 p.m. on the Saturday of the week in which said overtime work has been performed at overtime rates of wages.
- iv) Save for the production of samples and duplicates, no overtime shall be worked during the period between Good Friday and the first day of July, including both such days, and during the period between Thanksgiving and the first day of January, including both such days.
- v) Overtime shall not exceed two (2) hours during the period between January 1st and Good Friday and two (2) hours during the period between the first day of June and Thanksgiving Day on each of the first four working days of the week, namely; Monday, Tuesday, Wednesday and Thursday, provided that fur tailors may work overtime for not more than two (2) hours on any day and eight (8) hours in any week

11.02 Notwithstanding the provisions of Article 11.01 if the parties declare an emergency to exist with regard to any particular shop or with regard to any particular craft in a shop, they may jointly permit the Employees overtime for not more than one (1) hour per day on the first four (4) working days of the week, namely; Monday, Tuesday, Wednesday and Thursday, either over and above the regular working hours or over and above any overtime permitted in the Industry in accordance with the provisions of Article 11.01 as they may deem fit, provided that neither of the parties shall arbitrarily refuse to join in such a declaration of emergency.

11.03 No employee shall arbitrarily refuse to work in overtime when requested by his Employer to work overtime in accordance with the provisions of Article 11.01 or when permission to work overtime has been jointly granted by the parties hereto in accordance with the provisions of Article 11.02. An Employer will give an Employee reasonable notice of such request. Reasonable notice shall be construed to include notice on the night before the day of the overtime. Reasonable notice does not apply in case of an emergency declared by the parties.

11.04 It is agreed that overtime work shall be on a voluntary basis.

11.05 The overtime rate of pay shall be one and one-half (1½) times the regular rate, and shall be computed, in the case of a week worker on the basis of the actual pay per hour earned by each worker, and, in the case of a piece-worker, on the basis of the total number of hours worked by him in the week in which he worked overtime, and shall be paid to a worker who works more than seven (7) hours in any working day, provided that a worker shall be entitled to payment of overtime rates where he has failed to work seven (7) hours in any working day by reason of;

- i) his observance of a religious holiday or rite;
- ii) illness;
- iii) his reporting for work after 8:00 a.m. with the consent of his Employer; or
- iv) Failure of the Employer to provide seven (7) hours work before 4:00 p.m. on the day on which the worker is required to work overtime.

11.06 The overtime rate of pay for piece-workers shall be one and one half times the rate of pay received by such worker for the previous holiday, and in the event such rate of pay is not available then the overtime rate of pay shall be computed by calculating the average earnings per hour for the week immediately preceding the week in which overtime was worked by dividing the gross pay for such week by the numbers of hours worked, to determine the rate of pay for one hour and the overtime rate of pay shall be one and one-half times such hourly rate.

12. WAGES

12.01 Bonus Schedule

<u>Craft</u>	<u>July 1993</u>
Operators	1066
Finishers	1066
Pressers	1066

Gross wages herein as related to piece-workers shall consist of the settled piece rates plus the cost of living bonus.

13. MINIMUM WAGES

13.01 All Employees shall receive for a 35 hour week the minimum wage as set out in Schedule 1 annexed hereto.

13.02 Special Rates. The Association and the Union shall have the right jointly to issue a special permit fixing a special rate below the minimum rates for deficient Employees whose production is below normal and for Apprentices. In the event that the Association and the Union disagree on a rate for a deficient worker, then the Impartial Chairman, before granting a special permit fixing a special rate for any deficient Employee, shall obtain records of production from the Employer in order to determine a rate of pay, and copies of such records of production shall be made available to the Union.

13.03 Minimum Rates: Notwithstanding anything herein contained, all minimum rates of wages payable under this Agreement shall be at least fifteen percent (15%) higher than those provided by the Employment Standards Act, and at least ten percent (10%) higher than those provided by the Schedule for the Ladies' Cloak and Suit Industry under the Industrial Standards Act, and all the minimum rates of wages payable under this Agreement shall be re-adjusted accordingly.

i) **SAMPLES:** The rates to be paid to piece workers other than operators engaged in making samples shall be 75% above stock price settled for the ensuing season.

ii) The rates to be paid to operators engaged in making samples shall be as follows:

Categories #1 and #2 - \$4.00 per garment

Categories #2 and #3 - \$4.50 per garment.

Categories #4 and #5 - \$5.50 per garment

iii) It is agreed that the parties hereto shall establish a category for new shops.

13.04 If an Employer elects to change the system of work for sample makers from week-work to piece-work — the sample making season, the new system shall prevail in his shop for at least two full consecutive seasons.

13.05 Duplicates: The rates to be paid to pieceworkers engaged in making of duplicates shall be as follows:

1 Duplicate - 40% above stock prices

2 Duplicate - 35% above stock prices

- 3 Duplicates • 30% above stock prices
- 4 Duplicates • 25% above stock prices
- 5 Duplicates • 20% above stock prices

13.06 All percentage premiums for samples and duplicates shall be paid within one month of the commencement of the season.

13.07 Incorporation of Cost of Living Bonuses: ~~As soon as~~ incorporation of the cost of living bonuses into existing piece rates is **adopted in the City** of Montreal the parties hereto shall immediately incorporate the cost of living bonuses into existing piece rates in the City of Toronto.

14. WAGE ADJUSTMENT

14.01 In the event the cost of living should change substantially during the course of any year either above or below the Cost of Living Index published by Statistics Canada then either party, ~~may~~ give ~~the~~ other party **30** days notice in writing of its desire to adjust wage rates in the Industry. If the parties are unable to reach accord, either as to whether ~~the~~ adjustment should be made or ~~as~~ to the amount of the adjustment the matter shall ~~be~~ referred to the Impartial Chairman whose decision shall be ~~final~~ and binding on both parties.

14.02 The Employers and the Union **agree** that any Employer wishing to ~~made~~ adjustments ~~to wages of~~ their Employees, (which adjustments may only be made to the wages of ~~the~~ Employers' highest earning Employees) must first meet with the Union representative ~~to discuss~~ the matter. ~~The~~ Employer shall then meet with the applicable Employee to discuss the possible wage ~~adjustment~~ but ~~only~~ in the presence of the Union representative. The wages will be adjusted as ~~agreed~~ to by the Employer, Employee and Union representative, but if no agreement is reached, the Union representative shall have final authority to decide the matter. **In cases** where there is no settlement after **five days** of negotiations, the Union shall request the services of the Union engineer. **Any** wage adjustment that is implemented without complying with the foregoing ~~is~~ null and void and the applicable Employee shall be compensated for ~~any~~ improperly adjusted wages.

15. SYSTEM OF WORK

15.01 One system of work, either piece-work or week-work shall prevail in any craft in ~~any~~ one factory of an Employer.

15.02 If any Employer ~~elects to~~ change the system of work in any craft in his shop from piece-work to week-work ~~or from~~ week-work to piece-work, the new **system** shall prevail in ~~such~~ craft in his ~~factory~~ for at least ~~two~~ full consecutive seasons.

16. BASIS OF PRICE SETTLEMENTS

16.01 The ~~basis~~ of price settlements on piecework shall be **as follows**:

- i) The prices to be paid ~~to operators~~ and ~~finishers~~ shall be ~~fixed~~ upon **a defined body** basis of piecework according to established categories and prices;
- ii) The price ~~to be paid to pressers, under-pressers and fur tailors~~ shall **be Axed** according to established categories and prices.

16.02 The Union or ~~an~~ Employer may ~~request a revision of a category or categories at intervals of not less than twelve (12) months and in any event prior to the commencement of a season, and notwithstanding the provisions of Article 16.01 of this Agreement, any question which may arise as to whether the garments of an employer have been assigned to the proper categories shall, in default of Agreement between the parties hereto be referred for determination to the Impartial Chairman and shall not constitute a ground for refusal by either of the parties hereto to commence work at the beginning of a season.~~

17. SHOP CHAIRMAN AND PRICE COMMITTEES

17.01 The employees in each shop ~~shall, at~~ a regular meeting convened at the instance of the Union, but not ~~during~~ business hours elect:

- i) A Shop Chairman, who shall deal and negotiate with the Employer ~~on behalf of the~~ employees.
- ii) **Price Committees** in the various ~~crafts~~, who with the Shop Chairman, shall settle prices with the Employer on ~~behalf of~~ the employees.
- iii) **The Employer** Shall compensate ~~the~~ Price Committees for loss of time ~~if prices are settled at the Employer's request during working hours when the shop is in operation.~~

17.02 The Shop Chairman shall be entitled to collect Union Dues during business hours, but so ~~as~~ not to disturb the business of the ~~Employer~~.

17.03 It is agreed that the Chairperson is to be the last person ~~laid off~~ due to lack of work, providing he can do the work.

18. PRICE SETTLEMENTS

18.01 At the commencement ~~of the season~~, piecework prices ~~shall~~, subject to the provisions ~~of~~ Article 16.02, be settled for all ~~crafts before~~ any worker commences work.

18.02 If, subsequent to the commencement of the season, the parties are unable to agree upon ~~any~~ piece-work price, the workers may be requested ~~by~~ the Employer ~~to work~~ pending the settlement of ~~the~~ price, but in that event the ~~workers~~ shall be entitled to ~~receive~~ the ~~price~~ demanded by the Union, and such price shall ~~remain~~ the settled price for such ~~work~~, ~~unless~~ another price is settled between the parties hereto or the matter ~~is~~ submitted to the Impartial Chairman within fourteen (14) days ~~after~~ the worker has started. to work.

19. PRICE LISTS

19.01 All piece-work price lists shall be ~~posted~~ conspicuously and with ~~easy~~ access of the Employees in the factory.

19.02 Copies of all settled piece-work prices and adjusted week-work rates shall be furnished by the Employer to the Union ~~at~~ the commencement of ~~each season~~.

20. MINIMUM PAYMENT FOR PART OF A DAY

20.01 ~~Any~~ worker called into work at 8:00 a.m. on ~~any regular working~~ day ~~shall receive~~ a minimum ~~of~~ four (4) hours ~~work~~ for that day, or payment in lieu thereof at their regular rate ~~of~~ wages. ~~Any~~ worker called to ~~work~~ at 1:00 p.m. on any regular ~~working day~~ shall receive a ~~minimum of~~ three hours' ~~work~~ for that day, or payment in lieu thereof at ~~the irregular rate~~ of wages. The Employer shall ~~give~~ a minimum of four hours' notice whenever workers are to be sent home early.

21. HOLIDAYS

21.01 No Employee shall be compelled to work on any ~~legal~~ or religious holiday.

21.02 Employees shall receive ~~payment~~, calculated in the ~~manner~~ hereinafter set forth, for ten legal holidays, ~~to wit~~, or for the ~~days~~ on which any of ~~the~~ legal holidays are ~~observed~~.

New Years' Day	Good Friday	Victoria Day
Canada Day	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	Civic Holiday
Easter Monday		

21.03 No worker shall qualify for payment for each of the holidays enumerated in Article 21.02 unless he ~~has~~ been at work on ~~the~~ last working day ~~before~~ and the first ~~working~~ day after each of ~~the~~ said holidays if his attendance at work ~~is~~ required by his Employer, provided that no worker shall be disqualified for payment because of non-attendance at work on either of such days by reason of:

- i) his observance of a religious holiday;
- ii) illness, ~~unless~~ the absence is due to illness which has ~~been~~ continuous ~~for 3 months~~ in which event the Employee shall not be paid ~~for~~ the ~~holiday~~; or
- iii) if he absents himself from work with the consent of his Employer.

An Employee ~~receiving benefits from the U.I.C.~~ shall be paid for part only of the legal holiday which is not ~~covered by~~ the Unemployment Insurance, ~~so as to give~~ the Employee the same amount for the ~~legal~~ holiday as if such Employee had worked.

21.04 A pieceworker who qualifies for payment for a holiday as herein before set forth shall receive one-fifth of one ~~week's~~ pay on the ~~basis~~ of such worker's ~~annual earnings for~~ the preceding calendar year in which the holiday occurs ~~or as provided~~ in the provisions of the Employment Standards Act, R.S.O. 1970 as amended, In the event there are no records for a full preceding calendar year, ~~than the average earnings for the four (4) weeks immediately preceding the holiday shall be used to determine the rate of pay by dividing the gross pay for such four (4) weeks by the number of days worked to determine the rate of pay for one day.~~

In the event four (4) weeks' record is not available, then the average daily earnings shall be deemed to be the same as the average daily earnings of an employee of the same firm of comparable ability doing the same work.

21.05 A week-worker who qualifies for payment for a holiday as herein before set forth shall be paid one day's pay calculated on the basis of his weekly rate of pay.

21.06 An employee, who at the date of execution of this Agreement, receives payment for legal holidays other than those enumerated Article 21.02, notwithstanding the provisions of this Clause, shall continue to receive payment thereof.

22. LEAVE OF ABSENCE

22.01 Employees will be granted two (2) days' leave of absence with pay upon the death of a member of his immediate family, provided the employee loses time on a regularly scheduled work day. The pay will be calculated on the same basis as holiday pay. At the request of the Employer, the employee shall produce proof of death of the person involved. Immediate shall be defined as a spouse, child, father, mother, brother, sister, mother-in-law, and father-in-law. An employee must have worked in the same plant for at least two (2) months prior to the granting of such leave and have been member of the Union for one (1) year to qualify for the leave. Employees shall be entitled to only one (1) paid day bereavement leave if the death occurs outside of Canada.

22.02 It is agreed that workers shall have job protection for 21 days when attending a funeral away from the city, which requires extensive travelling.

22.03 At the written request of the Union, an Employer shall grant a leave of absence for an Employee without pay, but without loss of seniority and other benefits provided by this Agreement, to attend Union business or other activities provided the Employee can be replaced with an equally skilled Employee. Such leave of absence not to exceed one Employee at any one time.

22.04 Requests for leave of absence must be made to the Employee's supervisor and, if granted, such leave of absence will be confirmed, in writing, and without pay or any other monetary benefit under the provisions of the Agreement. Leave of absence, except as otherwise provided herein, shall be permissive only, and shall be understood to mean an absence from work requested, in writing, by the Employee on the form provided for such purpose and consented to, in writing, by the Employee's Supervisor covering a permitted period of time for personal reasons. Leave of absence will not be

granted to accept other employment of any kind. The Company agrees, as a matter of policy, to attempt to cooperate with Employees with respect to leave of absence for personal reasons, wherever practical.

Form of Leave Of Absence:

_____ is hereby granted leave of absence from
_____ to _____ without pay or any other form
of monetary benefit. This leave will not be extended unless it is in
writing.

_____ must return to work on _____

Dated at _____ this _____ day of _____ 19____.

Employer

Employee

~~Copy for union~~
~~Copy for Employer~~
~~Copy for Employee~~

23. VACATION

23.01 Every Employee, save ~~as~~ hereinafter provided, who ~~is a~~ member of the Union ~~and~~ who is employed by a Member of the Association, shall receive two (2) weeks annual vacation with pay based on ~~four~~ percent (**4%**) of the **gross** amount which he or she has earned during **the fifty** weeks preceding the date designated for the commencement ~~of~~ the vacation period in each year.

23.02 The parties hereto shall determine, prior to May 1st, in each year, the period in which vacations be taken during the currency of this Agreement. Vacation period shall **be between** the **first** Monday in July and the 15th day of August of the same year.

23.03 An Employee, ~~as~~ of the date of the commencement of the Vacation period, who ~~has~~ been continuously employed for two (2) or more **years** by one or more members of the Association and who ~~has been continuously a~~ member in good standing of the Union for two (2) or more years, shall receive three (3) weeks annual vacation with pay, based on six percent (6%) of the gross wages which he or ~~she~~ **has** earned during **the fifty (50) weeks preceding** the date designated for the commencement of the vacation **period**, provided that any such employee who ~~ceases to be~~ employed by a Member of the Association and **becomes** employed **by** one who is not ~~a~~ Member of the Association during any particular year shall receive four percent (**4%**) of the **gross** amount which he or she has earned during the portion of the year ~~so~~ worked for **a** Member of the Association.

23.04 Any Employee entitled hereunto ~~to~~ three (3) **weeks'** vacation shall receive two (2) of the said weeks consecutively during the **period** designated for vacation ~~as~~ herein provided and the **third week shall** be between Christmas and New Year ~~of~~ any year.

24. HEALTH AND SAFETY COMMITTEE

24.01 It is agreed to maintain ~~a~~ Health and Safety Committee in accordance with the Health and Safety act of the Province of Ontario.

25. CLOAKMAKERS HEALTH AND WELFARE FUND

25.01 The Toronto Cloakmakers' Health and Welfare Fund **shall** be administered **by** the Union under the supervision of the **Board** of Trustees appointed in equal numbers **by** each of the parties **hereto**.

25.02 Effective the first Monday in July, 1993 to the last day of June 1995, the members of the Association shall have a moratorium of payments to the Health and Welfare Fund.

25.03 The parties agree that they will prepare and execute agreements, regulations, declaration of trust as a necessary to effectuate the terms and purposes of the parties hereto as expressed in this Clause. Such agreements, regulations and trust declarations shall provide that the Board of Trustees or other body administering the said Fund shall be authorized in its sole discretion upon such basis as it deems desirable and to the extent permitted by law to transfer or mingle the assets of and or to merge any other benefit funds now existing or hereafter established and provided for in Collective Bargaining Agreements with the International Ladies' Garment Workers' Union or an affiliate thereof with the Toronto Cloakmakers' Health and Welfare Fund.

25.04 Employers' contributions to the Toronto Cloakmakers' Health and Welfare Fund, if and when reinstated, shall be made monthly and not later than the 15th day of the following month. In the event of default by an Employer, the Impartial Chairman is authorized to require more frequent payment where the Employer has a record of late payments or where in the opinion of the Impartial Chairman other circumstances require more frequent payment. Payments to the Toronto Cloakmakers' Health and Welfare Fund are to be forwarded to the Union Offices at 33 Cecil Street, Toronto, Ontario, M5T 1N1

25.05 The parties hereby agree that Sick Benefits will be increased to \$135.00 per week effective October 1, 1993.

25.06 It is agreed that in the case of illness, the employee's job is protected for a period of six (6) months of continuous absence.

25.07 The parties further agree that if an employee is sick for five consecutive days and supplies proper medical information, that employee will be entitled to one week of sick benefits, as per the normal application procedure. This does not apply for employees who are hospitalized. Such hospitalized employee is entitled to claim sick benefit from day one of their stay in the hospital, providing proper medical information is supplied.

25.08 It is agreed that a worker will receive a full day's pay if injured in the shop. Payment for this day would be paid to the worker from the Sick Benefit Fund.

25.09 It is agreed that rules and regulations will be made and changed from time to time by the Board of Trustees of the said Funds. These rules

and regulations of the Board of Trustees shall be the guideline for obtaining benefits.

25.10 It is agreed that the Eyeglass Benefits will be increased as of October 1, 1993 to \$120.00 every 2 years.

25.11 Effective October 1, 1993, the Drug Plan will cover for-and their immediate family (spouse, children) to a maximum of \$850.00 per year per family.

25.16 Dental Plan: Effective October 1, 1993 the Dental Plan will cover members and their spouse on a 50-50 basis for a maximum of \$750.00 yearly. Rules and regulations will be the same as in the Dress and Sportswear Welfare Fund,

26. RETIREMENT FUND

26.01 The parties hereto agree to continue the maintenance of the Retirement Fund established in the Industry pursuant to the Agreement between them dated July 1, 1948, for Employees in the Industry who are members of the Union and who are employed by members of the Association.

26.02 Each Employer shall contribute to such fund an amount equal to three percent (3%) of the total wages payable by such Employer to all of his factory employees, both Union and non-Union, excepting foremen, designers, shippers and stock-keepers.

26.03 The parties hereto agree that contributions to the Fund shall become due and payable monthly during the currency of this Agreement.

26.04 The parties hereto agree that they will execute such further Agreements and Declarations of Trust as may from time to time be necessary to effectuate the terms and purposes of this Clause.

26.05 On or about July 1 of every year a representative of the Cloak Association and a representative of the Union shall meet to review the Annual increase for the pensioners. As a principle, the pension will be increased by 75% of the Consumer Price Index for Canada for the year as of the month of June, providing the fund is actuarially sound. The representatives of the Union and the Association shall endeavour to evaluate whether the fund can afford such an increase. If the parties are unable to mutually agree on the amount of the annual increase, the fund's auditors will be asked to prepare a report for this purpose only to determine whether 75% of the CPI is financially feasible. The representatives of the Union and the Association

will abide by ~~the~~ written recommendation of the fund's auditors for the **July 1, increase**. Both ~~parties~~ agree that the financial viability of the retirement fund is of paramount concern. Such agreed upon increase will apply to the current pensioners' ~~cheques~~ **beginning** the month ~~of~~ July of every year.

26.06 It is ~~agreed~~ that Pension Reciprocity for all I.L.G.W.U. ~~members~~ be written into the Toronto ~~Cloak~~ and Suit Retirement Fund Trust Agreement.

26.07 Further to the Collective Agreement and the parties hereto effective the ~~first~~ day of October 1980, the Regulations of the Toronto Cloak and suit employees Retirement Fund shall be amended to include the following:

~~Employees~~ who have been employed ~~twenty out~~ of thirty years, with the last ten years continuous, and has reached ~~sixty-five~~ years of age, or is unable to work and has reached the age of ~~fifty-five~~ immediately prior to retirement, and provided that such employee is a member of ~~the~~ Union and has been employed ~~by~~ a member of the Association, ~~such~~ Employee shall be entitled to a full pension.

27. PAYMENT TO THE RETIREMENT FUND

27.01 All contributions to the retirement fund as herein described ~~shall~~ be paid monthly and no later than the ~~fifteenth~~ (15) day ~~of the~~ following month, ~~for which the contribution is being made.~~

27.02 It is understood ~~and agreed~~ that the failure of an Employer to pay the amounts due or to file the required ~~statements~~ with the Union, as provided ~~for under~~ the terms of this Agreement shall be deemed a breach of this Agreement. The Union may proceed under the arbitration provisions of this Agreement against the Employer for an award directing payments and filing of statements ~~by~~ the Employer. If the Impartial Chairman issues an award, he may also direct that the Employer shall pay liquidated damages to the Union in an amount which the Impartial Chairman shall determine (which, ~~is deemed~~ liquidated damages ~~since the exact~~ amount is difficult to ascertain) for his failure to remit ~~payments~~ and file the required ~~statements~~ with the Union when due.

27.03 The Impartial ~~Chairman~~ may also direct that the Employer shall pay two percent (2%) for ~~each~~ monthly payment from ~~the date~~ when it becomes due, ~~and~~ the costs of any investigation made to determine the amount due and ~~lawyers~~ fees and expenses incurred by the Union, in connection with the arbitration proceedings and which may reasonably be incurred ~~by~~ it in connection with any action or proceeding to ~~confirm~~ his award.

27.04 National Retirement Fund: it is agreed that a National Retirement Fund be discussed for the purpose of administering the I.L.G.W.U. Retirement Fund across Canada and to, eventually, equalize payment to all members of the I.L.G.W.U. across Canada.

27.05 Conditions of Payment: All monies payable to the Toronto Cloak Industry Retirement Fund, and the Vacation Fund, provided for in this Agreement shall be paid into the existing office of the Fund, presently at 444 Adelaide St West, Toronto, Ontario not later than the 15th day of the month which said money be due. The Union shall have the right to examine the ledgers and accounts of the different funds for the purpose of assuring itself that payments are made by Employers in accordance with foregoing. It is further agreed that the Union or Association may apply collection and/or arbitration procedures in order to effect collection of contributions overdue to the Retirement, Health and Welfare and Vacation Fund in case of delinquency beyond two (2) months.

27.06 In the event Arbitration procedures are required, the Employer must abide by the decision of the arbitrator within forty-eight (48) hours of the said decision. Failure to do so would entitle the Union without prejudice to any other recourse available in law to cause cessation of work in the plant of the Employer, and the Employer shall compensate his employees for the time lost during said cessation at the Employees' regular rates of pay. It is further agreed that the Union shall have the right to assure itself that the Employers are complying with the terms of this Agreement regarding payment made to the Benefit Funds. The Union may, in concert with the Association request that an examination of the Employer's wage records of factory employees be made under the direction of the auditor of the Benefit Funds and members of the Association hereby agree to make such records available forthwith upon request.

27.07 The parties hereto agree that contributions required to be made by the Employers to any Fund under this Collective Agreement shall be deemed and considered to be wages of the employees.

27.08 It is agreed to implement the payment of \$13.00 per year per retired member for the Death Benefit.

27.09 It is agreed that the Union will administer the Retirement Fund, and all files, equipment be held by the Union.

27.10 It is agreed that clauses 4, and 10 be incorporated into the rules and regulations of the Funds:

Clause 4 Members with ~~30~~ years of ~~service~~ be allowed to retire at 60 years of ~~age~~.

Clause 10 Members who leave the Industry with ~~25 years of service to obtain full pension at normal~~ retirement ~~age~~.

28. RECORDS

28.01 The ~~Trustees~~ of the Benefits ~~Funds~~ shall, at the request of the Union, have the auditors of the benefit Funds, ~~examine~~ the payroll records of the employees to ascertain if the Employers ~~have made~~ the contributions to the ~~Toronto Cloak Health and Welfare Fund and the payroll records of all factory~~ employees both Union and non-Union, excepting foremen, designers and stockkeepers, for the purpose of ascertaining that the ~~Employers~~ have made the contributions to the Retirement Fund in Accordance with the ~~terms of~~ this Agreement.

29. BENEFIT FUNDS

29.01 The parties hereto ~~agree~~ that the Board of ~~Trustees~~ of the Benefit Funds may at any time during the terms of this Agreement deal with the subject of increasing existing benefits payable thereunder to the employees, provided that any change or changes will not impair the financial stability or reserves of the funds or will not alter the financial obligations of the members of the Association to such funds other than as set forth in this Agreement. For greater clarity, the Benefit Fund as referred to in this Agreement shall be the Retirement Fund, Vacation Pay Fund, and Health and Welfare Fund (formerly the Sick Benefit) and Severance Fund.

30. JOINT COMMITTEE

30.01 The parties hereto ~~agree~~ to appoint a Joint Committee composed of an equal number of representatives from the Employers and from the Union. ~~Its duty shall be to:~~

- i) Study ways and means of stimulating and promoting buyers' interest in the Toronto market for the purpose of increasing production in the Industry, and for the mutual benefit of the parties hereto;
- ii) Have the right to deal with any dispute of any manner of kind whatsoever which may arise between the said parties or between any members of the said parties.

31. AUTOMATION

31.01 An Employer desiring to ~~introduce new~~ machinery ~~can do so on condition~~ that his Employees do not ~~suffer the loss of his or her job or suffer the loss of his or her earnings~~, and if retraining ~~is~~ necessary, or required for any such ~~Employee~~, the ~~earnings of such Employee~~ shall be maintained ~~during the training period~~. The Union and the Association ~~shall~~ determine the length of time of such training period.

32. TIME CLOCKS

32.01 Each Employer shall install and maintain in **good** working order, upon his premises, a time punch clock on which all his Employees shall be required to **record** their starting and finishing time of **work** each day upon which **work** is performed.

33. WORKING TOOLS

33.01 Every Employer shall supply his Employees with sewing machines driven by electric power and other requisite ~~working~~ implements.

34. EMPLOYER WORKING

34.01 No Employer shall perform any of the operations of operating, trimming, cutting, pressing, finishing or tailoring.

35. HEAD CUTTER

35.01 ~~This Agreement and the terms thereof shall not apply to a head cutter, namely, an Employee who is employed exclusively as a supervisor over cutting operations and who does not himself engage in or perform any marking, cutting or trimming.~~

36. APPRENTICESHIP

36.01 The Association, after consultation with the Union, shall be entitled ~~to establish a scheme of apprenticeship in any craft or crafts in the Industry provided that in case of disagreement between the parties as to any feature of such scheme~~, the matter may be referred by either party to the Impartial Chairman.

37. WORKER ENGAGED IN ANOTHER FACTORY

37.01 No permanent Employee shall engage in work in any factory or shop in the Industry other than the factory of his own Employer, provided that an employee may work temporarily, either overtime or during slack periods, in the factory of another Employer, who has a Collective Agreement with the International Ladies' Garment Workers' Union or a local thereof.

38. OUTSIDE WORK

38.01 Every garment (for purpose of this Clause defined as a garment manufactured by the Ladies Cloak and Suit Industry as defined in paragraph I of Appendix E of Regulation 244 of Revised Regulations of Ontario, 1970 made by the Minister of Labour under the Industrial Standards Act) with which an Employer deals shall be completely manufactured in the inside factory and upon the premises of such Employer. No company shall deal with or be financially interested in dealing with or disposing of any garment not so manufactured by the Employer's inside factory as herein provided, whether as a manufacturer, jobber or otherwise, either directly or through any interest in any other outside concern.

39. EMPLOYER AND CONTRACTOR RESPONSIBILITY

39.01 No work shall be contracted out unless the inside shop is fully employed. If work has to be contracted out the Union will be notified in advance. If the Union alleges that there is a violation to this Clause, it has the right to grieve to the Impartial Chairman. The Impartial Chairman has the authority to penalize the offending Company ten percent (10%) of the value of the work contracted out deemed by the Impartial Chairman to be in violation of this Clause, these monies to be paid to the Retirement Fund within one month of judgement.

39.02 Each Employer shall be jointly and severally responsible together with each contractor and subcontractor to whom each Employer shall send or furnish work falling under the jurisdiction of this Agreement, for the payment of wages, and for payments into the Welfare Funds, and for due and proper compliance with working conditions as set out in this Agreement. Each Employer shall deduct at the source all payments due to such Welfare Funds covering the Employees of each contractor and subcontractor he deals with, and shall remit the same to the Trustees of such Welfare Funds by the first day of the following month.

40. NO WORK TO SHOP WHERE STRIKE IS IN PROGRESS

40.01 No Employer shall directly or indirectly either **give work** to or purchase any garments from or do or ~~perform~~ any work or ~~services~~ for or supply merchandise (whether completed or partly completed) to any manufacturer or ~~jobber~~ against whom the Union **is** conducting a **strike**.

41. DIVISION OF WORK AND SENIORITY

41.01 Seniority is defined **as** the **length** of an Employee's uninterrupted service with the company.

41.02 Where ~~labour requirements are to be reduced~~ for a period of less than **five (5)** working days, consideration will first be given to the principle of equal division of work in each department affected. Otherwise company seniority will govern, provided such employee(s) remaining at work is (are) sufficiently ~~capable of~~ doing such work.

41.03 Where ~~labour requirements are to be reduced~~ for a period of **five (5)** working days or **longer**, company seniority will **govern** provided such employee(s) ~~remaining~~ at work is (are) sufficiently ~~capable~~ of doing such work.

41.04 For any layoff that may occur during the **course** of the **season as** outlined in this article, the ~~employer shall be~~ obligated to inform all **affected** employees by 1:00 p.m. of the **day preceding** the **lay-off**. For clarity purposes, this article shall apply for **all** lay-offs - both ~~very short term~~ and ~~long term~~ during the season only.

41.05 At the end of the season, the employer shall be obligated to provide work so that the ~~affected~~ employee shall complete a full **work** week prior to such lay-off.

42. INDIVIDUAL CONTRACTS

42.01 No Employer shall make any individual contract or arrangement with an employee, nor shall he exact, or accept from any employee any cash deposit or ~~other security~~, ~~nor shall~~ he enter into any **Agreement** with any individual ~~employee~~ guaranteeing him any ~~specified~~ period of employment.

43. VISITS TO EMPLOYEES

43.01 A duly authorized officer ~~or~~ representative of the **Union** shall at all reasonable times have ~~acces~~to the place of business of each Employer for the purpose (which he shall disclose) of ~~dealing~~ with any **specific** complaint, condition ~~or other~~ matters arising out of pertaining to this Agreement or to its operation ~~or to the relations of the parties~~ hereto, and such representative and the Employer shall together ~~co-operate~~as to enable **any** such matter to be investigated, dealt with and **disposed** of ~~as~~satisfactorily:and expeditiously as possible, but not ~~so as~~ to disturb the business of the Employer.

44. PROHIBITION OF HOMEWORK

44.01 The parties hereto shall, forthwith ~~after~~ the execution of this agreement, jointly petition the Minister of Labour ~~for the~~ Province of Ontario, ~~praying that he instruct the Inspector:~~

- i) To refrain ~~from~~ issuing any additional ~~permits~~ under the Act for the production by homeworkers of any cloaks, mats, suits, jackets, reefers, skirts, windbreakers, leather and suede garments, and rainwear of **all** descriptions and simulated fur and pile fabric garments for women and children ~~of~~ the sort of description manufactured ~~by~~ the ~~Members~~ of the association, and to cancel such ~~permits~~ as have heretofore ~~been~~ issued for the **production by** homeworkers of any **such garments**. And ~~further~~ **praying** that the ~~Minister~~ secure the enactment of **such** further or other legislation as may be **necessary** to eliminate all homework in connection with the **production of such garments**.

45. ARBITRATION

45.01 In the event of the occurrence of any dispute respecting the interpretation, application, proper observance or performance ~~of~~ any **clause** ~~of this Agreement~~; including **any case** arising ~~out of~~ **discharge**, such dispute shall, in ~~the first~~ instance, be negotiated ~~between the~~ Association or their Appointee of the Association (or his deputy) and the **Manager of the Union** (or her deputy) and any **decision** mutually **agreed** upon ~~by~~ such Executive ~~Director and Manager~~ (or their deputies) shall be binding upon each of the **parties** hereto.

45.02 ~~It is agreed that there be three (3) arbitrators named, namely; Martin Teplitsky, Kenneth Swan and Ross Kennedy. The Grievor will have the right to cross out one of the three Arbitrators, then the other party will cross out~~

one of the **remaining** two Arbitrators, and the one that is left shall be the Arbitrator.

45.03 If the Association or their Appointee and the manager of the Union (or their deputies) fail to agree, the dispute shall be referred for decision to our selected Impartial Chairman according to our means of selection in Article 45.02.

In the event the parties are unable to agree to an Impartial Chairman, the Minister of Labour will appoint one and the cost will be borne equally by the parties.

45.04 The decision of the Impartial Chairman shall be binding upon all parties and persons concerned.

45.05 Any dispute to be referred to such Impartial Chairman shall be reduced to writing by the party claiming to be aggrieved and a copy shall forthwith be furnished to the Impartial Chairman and to the other party, and any decision rendered by the Impartial Chairman upon such dispute shall be fully complied with within twenty-four (24) hours of such decision.

45.06 The Impartial Chairman shall also deal with and decide upon all other matters which maybe referred to him for decision under this Agreement.

46. NO STRIKE, STOPPAGE OR LOCKOUT

46.01 Pending the negotiations or Arbitration of any dispute under this Agreement, neither party, nor any member of either of the parties hereto, shall institute or engage in any interruption of work, lockout, stoppage or strike against the other party or any member of such other party.

47. PICKET LINE

47.01 it is agreed between the parties hereto that the refusal to cross a Union Picket Line to a picketed shop, or any branch, subsidiary, affiliate or allied shop, or contractor or sub-contractor, or shop manufacturing incidentals or accessories for such shop, by a Member of the Union, shall not be considered a violation of this Agreement either on the part of the Union or the Members of the Union.

This Clause shall not apply to an Employer or his shop which have no connection or relationship either directly or indirectly as above mentioned,

with the picketed shop.

48. UNION LABEL

48.01 The parties hereto **agree** that the Employers shall continue to use the Union Label upon the same terms, conditions and practice **as heretofore**.

48.02 It is agreed that the Union Label be upgraded, changed and **discussed** to establish a more comprehensive plan for the use of control and advertisement of our product.

49. RECOGNITION OF ASSOCIATION

49.01 The Union re-affirms its policy of entering into Collective Agreements on an Industry-wide basis and, in recognition of the fact that the Association is the representative organization of manufacturers in the Industry in Toronto, the Union covenants with the Association that it will continue to **pursue** such policy to the utmost extent consistent with its **legal** obligations under the provisions of such labour relations laws as may from time to time be applicable to it.

49.02 In the event that the Union shall enter into a Collective Agreement with an employer who is not a member of the Association or a party to this Agreement, the Union shall forthwith notify and submit a copy thereof to the Association, and if the ~~terms of such Agreement~~ are more favourable to the Employer than those ~~set out in this Agreement~~, the Union shall grant to the Association and to its members such modification of the terms of this Agreement **as** it may be **necessary** to place the Association and its members in an equally favourable position.

50. LIST OF ASSOCIATE MEMBERS

50.01 The Association shall furnish to the Union a list of its members ~~from~~ time to time, ~~together with a signed copy of a document~~, in the form hereto annexed, ~~signed by each of such members, wherein they agree~~ to carry out the terms and provisions of this Agreement.

51. LIST OF UNION MEMBERS

51.01 The Union shall furnish to the association during the month of January in each **year** a list of its members showing the name, date of birth

(if available), the year and the date on which **such** member is a member of the Union in good standing.

52. E.S.L. AND EDUCATION FUND

52.01 E.S.L. **classes** to be established in shops where workers are interested. Education Fund to be established:

- i) Each Employer in the Association to contribute **1** cent per hour per member. **Payments** will be made yearly.
- ii) 'Education leave be granted to selected **members** without **loss of job seniority**.
- iii) **More** advanced training and **job** promotion and **job posting** be implemented. Whenever possible, **education leaves** shall be granted, providing individual **craftsman** can be **replaced** for duration of such course. This **applies to ii)** as well.

53. DURATION

53.01 **This** agreement shall be effective from the first day of July 1993 and shall be and shall remain and continue in full force and effect to June 30, 1995, and continue in **force** thereafter from **year to year** unless either **party** hereto shall give at least ninety (90) days' notice in writing to the other party hereto of its **desire** to terminate or modify the Agreement on the **30th day of June** following **such** written notice. **The parties** will meet within **fifteen (15) days** after **such** notice to **commence negotiations for a new Agreement**.

54. APPLICATION

54.01 This Agreement shall extend to and shall apply to the entire Province of Ontario.

55. AMENDMENTS TO SCHEDULE

55.01 The parties hereto agree to apply to the Department of Labour for the Province of Ontario under the Industrial Standards Act for Amendments to the Schedule for the Ladies' Cloak and Suit Industry to increase the minimum rates of **wages and rate of wages** for overtime work provided for in Sections 10 and 11 of the Schedule, and to **establish a scheme of**

apprenticeship for this ~~Industry~~ and generally to ~~follow~~ the rates and classifications set out in the Schedule for the ~~Ladies' Cloak and Suit Industry~~ for the ~~Province~~ of Ontario.

56. MISCELLANEOUS

56.01 It is ~~agreed~~ that a copy of the contract to be given to all ~~members~~ upon request.

56.02 It is ~~agreed~~ that all Rules and Regulations concerning: ~~Sick Benefit~~, Retirement Benefit, Severance Benefit, ~~Eyeglasses Benefit~~, and Death Benefit, be included in the Collective Agreement.

57. STATEMENT OF EARNINGS

57.01 Upon request ~~the~~ following records shall be ~~made~~ available by Employers to piece-workers: the ~~quantity~~ of units worked upon, the style number of each unit, the rate of ~~pay~~ per unit.

57.02 *All other workers* shall receive with their pay envelopes, on or in, ~~whichever~~ system the Employer uses, the following particulars: the ~~date of~~ pay, name ~~of firm~~, regular hours and overtime, wages ~~earned~~, the deductions ~~from~~ the wages, net ~~amount of wages~~.

For the Union

For the Manufacturers

Whipcord

C. Bailey

W. H. Labri

S. H. H.

Don Dant

H. H.

Bontillette

Kantner

W. G. Geras

M. G. G.

G. G.

G. G.

Don Dant