

SOURCE	Co.		
EFF.	95	12	01
TERM.	98	11	30
No. OF EMPLOYEES	420		
NOMBRE D'EMPLOYÉS	JFC		

AGREEMENT

made as of the 1st day of December 1995

BETWEEN:

THE COPPLEY, NOYES & RANDALL LIMITED
(hereinafter referred to as the "Employer")

AND:

**UNION OF NEEDLETRADES, INDUSTRIAL AND TEXTILE
EMPLOYEES, AFL-CIO, CLC, LOCAL 210C**
(hereinafter referred to as the "Union")

December 1, 1995 to November 30, 1998

RECEIVED
DEC 19 1998

0879n(03)

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 - COVERAGE 2

ARTICLE 2 - UNION RECOGNITION 2

ARTICLE 3 - TRIAL PERIOD 3

ARTICLE 4 - UNION SECURITY 3

ARTICLE 5 - WORKING PRACTICES 3

ARTICLE 6 - ENGINEERED INCENTIVE SYSTEMS 5

ARTICLE 7 - WAGES 12

ARTICLE 8 - CALCULATIONS AND PAYMENTS BASED
ON AVERAGE HOURLY EARNINGS 13

ARTICLE 9 - WORK WEEK AND OVERTIME 14

ARTICLE 10 - VACATIONS 15

ARTICLE 11 - ANNUAL VACATION 16

ARTICLE 12 - YEAR END VACATION 19

ARTICLE 13 - LEGAL HOLIDAYS 21

ARTICLE 14 - EQUAL DIVISION OF WORK AND SENIORITY 22

ARTICLE 15 - BENEFIT FUND AND GROUP RRSP 24

ARTICLE 16 - HOMEWORK AND MOONLIGHTING 30

ARTICLE 17 - NON-DISCRIMINATION 30

ARTICLE 18 - CONTRACTORS 31

ARTICLE 19 - CONTRACTORS OR MANUFACTURERS 31

ARTICLE 20 - UNION LABEL 32

ARTICLE 21 - CHECK-OFF	34
ARTICLE 22 - RIGHT OF DISCHARGE AND DISCIPLINE	34
ARTICLE 23 - NO STRIKE OR LOCKOUT	35
ARTICLE 24 - ABSENCES OR BEREAVEMENT	36
ARTICLE 25 - SEPARATION FROM EMPLOYMENT	38
ARTICLE 26 - PLANT REMOVAL	39
ARTICLE 27 - APPRENTICE TRAINING	39
ARTICLE 28 - EXTENSION OF INDUSTRIAL STANDARDS ACT	39
ARTICLE 29 - PARITY OF ADVANTAGE	39
ARTICLE 30 - GRIEVANCE PROCEDURE	40
ARTICLE 31 - ARBITRATION	40
ARTICLE 32 - LEGAL REPRESENTATION	41
ARTICLE 33 - SEPARABILITY	41
ARTICLE 34 - EDUCATIONAL AND SOCIAL SERVICE FUND	41
ARTICLE 35 - GENERAL	42
ARTICLE 36 - TERM OF AGREEMENT	42
LETTER OF UNDERSTANDING RE WORK WEEK AND OVERTIME	43
LETTER OF UNDERSTANDING RE QUALITY	44
LETTER OF UNDERSTANDING RE BENEFITS	44
LETTER OF UNDERSTANDING RE CROSS TRAINING	44

PREAMBLE

WHEREAS the "Employer" and the "Union" desire a continuation of their contractual relationship; which has existed for many years, for the following purposes:

- a)** To operate Union Shops
- b)** To continue the principle of collective bargaining
- c)** To submit to arbitration in cases of dispute
- d)** For promoting the best interests of the clothing trade
- e)** For the creation and maintenance of friendly and harmonious relations, co-operation and goodwill between employer and employees.
- f)** For setting and adjusting wages and working hours
- g)** For the prevention of strikes, stoppages of work, lockouts etc.
- h)** For the amicable settlement of all grievances, controversies and disputes which may arise between the parties
- i)** For the maintenance of a high order of discipline and efficiency by the willing co-operation of all parties concerned
- j)** For the maintenance of good standards of workmanship and conduct
- k)** For the assurance of proper quantity, quality and cost of production, as well as uninterrupted production
- l)** Where the masculine pronoun is used herein it shall mean and include the feminine pronoun except where the context otherwise provides.

WHEREAS the "Employer" and the "Union" shall in their dealings with each other be leaders in promoting that co-operative spirit and goodwill which underlies this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, and the intention of the parties to be legally bound

hereby, the parties hereto agree as follows:

ARTICLE 1 - COVERAGE

- 1.01** The term "employee" as used in this Agreement shall apply to all the employees of the "Employer" save and except foremen, foreladies, persons above the rank of foreman or forelady, chief engineer and operating engineers, salaried designers and designers in training, office staff and sales staff.
- 1.02** If and whenever a manufacturer establishes new or additional facilities for manufacturing men's clothing, either in this or any other market, he shall immediately enter into a collective agreement with the Union of Needletrades, Industrial and Textile Employees. If **Coppley** moves within twenty (20) kilometers of its present Hamilton facilities, then the existing terms and conditions will apply. If **Coppley** moves further than twenty (20) kilometers of its present Hamilton facilities, the "Employer" and UNITE will enter into negotiations regarding the terms and conditions.

ARTICLE 2 - UNION RECOGNITION

- 2.01** The "Employer" recognizes the "Union" as the exclusive collective bargaining agent for its employees with reference to this collective agreement (including wages, hours and working conditions).
- 2.02** The "Employer" agrees to recognize and deal with such representatives of the employees in its shops as the "Union" may elect or appoint, and further agrees to permit duly accredited representatives of the employees elected or appointed by the "Union" to visit its factory or shops at anytime during working hours. This could be in an office assigned by the "Employer".
- 2.03** The "Employer" agrees to allow the Union Steward or Regional Representative access to such pay records and production records of individual employees upon the employee's written consent.
- 2.04** The "Union" agrees to five (5) Shop Stewards. The "Union" will notify the "Employer" of its Officers and Stewards in writing. The number of Stewards may be changed subject to mutual agreement of the "Union" and the "Employer."

ARTICLE 3 - TRIAL PERIOD

- 3.01** In cases of new workers being employed, twenty (20) working days shall be considered a probationary period if the new workers are regularly employed in the trade.
- 3.02** In the case of apprentices or workers taken from other trades, the probationary period shall be ninety (90) working days to be completed in a six (6) month period, effective June 14, 1996.
- 3.03** During such probationary periods, the employees shall have no seniority rights.
- 3.04** Upon completion of this period, the employee's seniority shall be dated from the date the employee commenced his probationary period.
- 3.05** The "Employer" agrees to notify the Shop Steward before the end of the last week of the probationary period, that he needs another two (2) weeks' probation, otherwise, the employee as stated above, shall be deemed to have completed his probationary period.

ARTICLE 4 - UNION SECURITY

- 4.01** Membership in the "Union" on completion of the trial period of each employee shall be required as a condition of employment of each employee.
- 4.02** All employees who are now members or hereafter become members of the "Union" shall, as a condition of continued employment, remain members in good standing, during the term of this Agreement.
- 4.03** The "Employer" agrees to operate preferential "Union" shops. New employees shall become members of the "Union" after completion of their probationary period as per Article 3.

ARTICLE 5 - WORKING PRACTICES

- 5.01** a) Changes from one operation to another, setting of prices for new piece work rates, reduction in number of employees, and any other matters affecting the wages, wage rates, hours, working conditions and conditions of employment shall be made only

through collective bargaining between the representatives of the parties hereto.

- b) The "Union" recognizes the right of the "Employer" to introduce new machinery, change in manufacturing techniques, technological improvements in his plant or the other changes stipulated in 5.01 a) provided that such changes shall not cause, directly or indirectly, a reduction in wages to the employees concerned or result in workers being thrown out of employment, subject to the condition that such workers accept other available compatible work. The negotiations stipulated in 5.01 a) shall be carried out in a spirit of co-operation between the parties, in the event, that in the opinion of either party, the changes proposed would not be consistent with the maintenance of the aforesaid basic principles, then the parties shall seek to resolve the problem attendant upon such changes.

In the event that there is no agreement, the matter may be submitted to the arbitration of the Impartial Chairman.

- 5.02** If an employee is temporarily transferred from one job or operation to another at the request of the "Employer", he shall while working on the job or operation to which he has been transferred, be paid his average hourly rate prevailing at the time of the transfer. The conditions to apply upon permanent transfer shall be mutually agreed upon by the "Employer" and the "Union".
- 5.03** The "Employer" agrees to give reasonable notice to the Shop Steward and the employees affected when overtime is to be worked.
- 5.04** In the event of changes in the method of production made by the addition or use of machinery, or otherwise, such changes shall be permitted subject to the provisions of this Article.
- 5.05** The "Employer" agrees to give the "Union" reasonable notice in advance of any changes.
- 5.06** Any employee ordered to report for work and reporting will be guaranteed four (4) consecutive hours' work, or four (4) hours' pay at base rate for the job or statutory rate whichever is lower in lieu thereof. However, this provision shall not apply if work is not available because of circumstances beyond the control of management, such as power failure, fire, machinery breakdown not susceptible of repair within a reasonable time, or the failure

of other employees to report or to remain on the job.

- 5.07** All employees will be considered called to work unless notified not to report within a reasonable time prior to their regular starting time.

The "Employer" shall not be held liable if a reasonable effort is made to contact employees prior to their regular starting time.

In the event that there is work for a limited number of employees in any particular section or sections, the manufacturer shall have the right to call in or retain that portion of the section or sections for which there is sufficient work.

- 5.08** An employee paid on a piece work basis who is required to wait for work due to breakdown of his individual machine shall be compensated at the rate of his average hourly earnings for all such waiting time in excess of a total of thirty (30) minutes per day, provided such employee does not refuse any other similar work during such period.

- 5.09** No "Employer" shall compel an employee to wait in the factory for an unreasonable period of time when sufficient work is not available.

- 5.10** The "Employer" will post a notice on the first working day of January of each year, for a period of ten (10) working days, for employees to give notice of their desire to transfer.

ARTICLE 6 - ENGINEERED INCENTIVE SYSTEMS

- 6.01 a)** The "Union" recognizes the right of the "Employer" to introduce new machinery, changes in manufacturing techniques, technological changes or improvements in his plant.

- 6.01 b)** Where an "Employer" contemplates such technological change affecting the level of employment or the level of wages, he shall give to the "Union" a reasonable written notice for the purposes of consultation on the manner in which this will be dealt with, taking into account clause **6.01 d)**.

- 6.01 c)** The base rate applicable to the new machinery or new technology shall be determined in accordance with applicable minimums and the system's original incentive factor, or in the absence of such minimums, by mutual agreement, in accordance with the level of skill and effort required, with or without subsidy according to circumstance.

- 6.01 d) The "Employer" shall assign the employees affected (unless they are eligible for pension or unless they accept **pre-pension**), according to the levels of skill, productivity, adaptability, capacity to meet the normal requirements of the job and seniority, either to the newly introduced or changed machinery or to a substantially equivalent operation with the opportunity for substantially equivalent earnings. If such job assignment is not available, then the employee shall be assigned to any other available job.

If no other such job is available or accepted, the "Employer" shall proceed with the termination of employment. Any re-training period shall be determined by mutual agreement but will not exceed four (4) weeks. During the re-training period, the employee shall be guaranteed:

<u>the first week</u> -	his average hourly rate;
<u>the second week</u> -	incentive earnings plus eight percent (8%);
<u>the third week</u>	incentive earnings plus six percent (6%)
<u>the fourth week</u> -	incentive earnings plus four percent (4%).

If the "Employer" proceeds with the termination of employment as stipulated above, he shall pay the Technological Change Indemnity provided for in clause 6.02 herein.

If the employee leaves the employment after having begun the new assignment or the re-training or if the employee is discharged for cause or if the employee is not entitled to the indemnity in accordance with clause 6.02 or with the present clause, the "Employer" shall not be required to pay the Technological Change Indemnity.

If, however, at any time within the first six (**6**) months after the beginning of the re-assignment or of the re-training of such employee, the "Employer" terminates his employment because the employee has failed to attain an adequate production level the "Employer" shall pay the indemnity for technological change minus any make-up pay received by the employee during the re-training period, provided such employee is entitled to such indemnity in accordance with clause 6.02 and with the present clause.

6.02 **Technological Change Indemnity**

The technological change indemnity that an "Employer" shall be required to pay as a result of the application of clause 6.01 d) above shall be determined and payable as follows:

- 1) In the case of an employee who has been in his employ continuously since the last date of hiring for a period of five (5) years or more but less than ten (10) years: one (1) month's wages (one twelfth (1/12) of the employee's earnings of the last twelve (12) months preceding the termination);
- 2) In the case of an employee who has been in his employ continuously since the last date of hiring for a period of ten (10) years or more but less than fifteen (15) years: one and one-half (1 1/2) months' wages (one and one-half twelfths (1.5/12) of the employee's earnings of the last twelve months preceding the termination);
- 3) In the case of an employee who has been in his employ continuously since the 1st date of hiring for a period of fifteen (15) years or more but less than twenty (20) years: two and one half (2 1/2) months' wages (two and one-half twelfths (2.5/12) of the employee's earnings of the last twelve months preceding the termination);
- 4) In the case of an employee who has been in his employ continuously since the last date of hiring for a period of twenty (20) years or more: three (3) months' wages (three twelfths (3/12) of the employees earnings of the last twelve months preceding the termination).

6.03 a) When the "Employer" wishes to convert or re-engineer to a specific engineered incentive system, the "Employer" shall give to the "Union" a written notice three (3) months in advance indicating the system he intends to implement in the whole shop or a complete production unit (example: the cutting room or the pant shop or the coat shop or vest shop, etc.).

6.03 b) A special committee will be immediately created by both parties to implement the change-over and the engineer of the "Union" will meet with the engineer of the "Employer" to review the system.

- 6.04 The base rate applicable to the proposed system will be defined in accordance with established engineering practices in the industry and in negotiations with the "Union".
- 6.05 For the purposes of the change-over if the average hourly rate of the employee, as defined in Article 8, is higher than the applicable base rate, then the differential between the former average hourly rate of the employee and the base rate determined in accordance with clause 6.04 shall be treated as a subsidy payable in the same manner, under the same conditions and for the same period of time as stipulated in clauses 6.19 and following herein; the "Union" and the "Employer", upon the recommendation of the engineers of the "Employer" and the "Union", may agree on a different formula applicable to the individual case to determine the appropriate subsidy allowance.
- 6.06 Job descriptions and time studies shall be initiated by the engineer in charge and the Shop Steward for purposes of identification only. The "Union" shall have access to job descriptions and studies for purposes of reviews of rates, through a qualified engineer.
- 6.07 A "permanent" piece work rate or standard is subject to being changed when there is a change in machinery, method of production or technology or any other element upon which the rate or standard is based. Without limiting the generality of the foregoing, such change shall include change in: job content or volume; machine pace or cycle; procedure or method or performance; equipment; deployment or arrangement of equipment or work force.
- 6.08 In determining the extent to which an established piece work rate or standard should be changed pursuant to clause 6.07, a complete re-study of the rate or standard is required applying normal engineering procedures.
- 6.09 Established standards or rates may be periodically reviewed and corrected subject to 6.12.
- 6.10 It is understood and agreed that an established rate becomes permanent immediately, unless agreed to otherwise or unless it is a temporary rate for a "short run" or unless challenged by the "Union" or by the "Employer" within sixty (60) days of its implementation or unless, in the case of a change-over to a specific engineered incentive system, it is challenged by the "Union" or the "Employer" within the first six (6) months of implementation.

- 6.11** A challenged rate shall be subject to re-study within thirty (30) days or longer as mutually agreed. Failing agreement, the matter may be referred to arbitration as provided herein.
- 6.12** A permanent piece work rate or standard can be questioned, reviewed and corrected at any time if it is apparent that the standard is improperly established. In such case, a re-study shall take place only by the mutual agreement between the "Union" and the "Employer" whereby the engineers shall meet and proceed with the study. Such agreement shall not be unreasonably withheld. In the event of disagreement, such matter shall be submitted to arbitration in accordance with clause 6.15 and following herein. There shall be no subsidy (red circle) for loose rate corrections.
- 6.13** Upon the request of the "Union", the "Employer" agrees to meet with the "Union" to discuss any new rates that the "Employer" establishes.
- 6.14** Where a plant applies an engineered incentive system, it is understood that the "Union" shall employ accepted engineered practices applicable to the case to resolve differences which may arise.
- 6.15 a)** In the event that the "Union" cannot agree to the rate established by the "Employer", the "Union" may proceed to arbitration by giving notice to arbitrate in accordance with the provisions of Article 31.
- 6.15 b)** The Impartial Arbitrator appointed in accordance with the provisions of Article 31 must, upon request of either party, engage a qualified industrial engineer who is familiar with the men's clothing industry and have him in attendance at the arbitration to assist the Arbitrator, unless he is himself such an engineer.
- 6.15 c)** The Arbitrator's decision is retroactive to the date of the written grievance, unless it is a new rate. In the case of a new rate, the retroactivity can be declared by the Arbitrator to be from the date of official implementation.
- 6.16** **Temporary Transfers**
- An employee who is temporarily transferred for any reason shall be paid the greater of:
- a)** the incentive rate of the job to which he is transferred; or
 - b)** the base rate of the job to which he is transferred.

If the temporary transfer occurs to meet a requirement of the "Employer", the employee shall be guaranteed his average hourly rate.

6.17 Permanent Transfers

Permanent transfers shall be made with the consent of the "Union" which consent shall not be unreasonably withheld. An employee who is permanently transferred shall be paid the applicable rate for the job to which he is transferred, unless agreed otherwise.

6.18 Existing subsidies, as of December 1, 1992, will be treated as follows:

- a) As of December 1, 1992, employees who have had a subsidy for five (5) years or more, will have their subsidies frozen and paid as follows:

Piece workers' current subsidy value per operation frozen and not subject to any increases. All contract increases will apply only to the base rates and will be incorporated into these base rates.

Time workers current subsidy value frozen and not subject to any increases. All contract increases will apply only to the base rates and will be incorporated into these base rates.

- b) As of December 1, 1992, employees who have had a subsidy for less than five (5) years will continue to be subject to existing arrangements until five (5) years has been reached and then frozen as outlined in 6.18 a).
- c) All other arrangements which the Employer had regarding payment of subsidies not specified in this agreement are eliminated.

6.19 New subsidies, created after December 1, 1992, will be paid as follows:

a) **Piecework**

- i. Where the employee is on piece work the employee will receive a subsidy (red circle) based on the difference between the newly established base rate and the employee's existing piece work average, after adjustment (if necessary) for a loose rate and

based on 100% performance

- ii. In the event of any contractual increases such increases will be added to the newly established base rate and deducted from the subsidy.
- iii. Such reduction in the subsidy will continue:
 1. for five (5) years or until the subsidy is eliminated.
 2. any subsidy remaining after five (5) years will be eliminated in its entirety.

6.19

b) Time Work

- i. Where the employee is on time work, the employee will receive a subsidy (red circle) based on the difference between the newly established base rate and the employee's existing time work rate.
- ii. In the event of any contractual increases such increases will be added to the newly established base rate and deducted from the subsidy.
- iii. Such reduction in the subsidy will continue:
 1. for three (3) years or until the subsidy is eliminated.
 2. any subsidy remaining after three (3) years will be treated as follows for the next two (2) years. 100% of the increase will be added to the newly established base rate and 50% of the increase will be deducted from the subsidy.
 3. any subsidy remaining after five (5) years will be eliminated in its entirety.

6.20

Such subsidy is payable to a regular employee only, provided such employee maintains a production level at least equal to the minimum guarantee rates after any applicable adaptation period. Moreover, such subsidy is personal and is lost permanently when the employee leaves his employ or is discharged or when his employment is otherwise terminated (including six (6) months lay-off or permanent transfer to another

operation). Subsidies are not increased; when lost or reduced, they are not revived.

- 6.21** Employees receiving the above mentioned subsidies (Red Circle) will have the option of accepting a lump sum payment for the Red Circle portion of the rate. The right to make an offer rests solely with the "Employer". The lump sum payment will be based on the following formula:

For each \$1.00, the "Employer" will pay the employee the sum of \$2,200.00 net (Provincial and Federal Taxes to be paid by the "Employer").

ARTICLE 7 - WAGES

- 7.01** Each employee paid on an hourly basis, including apprentices, shall receive the following increases:

- a)** Effective August 1, 1996, five (\$0.05) cents per hour increase based on the rates in force July 31, 1996.

The hourly rate due as of August 1, 1996 for an hourly rated employee shall be considered as his basic hourly rate.

- b)** Effective June 1, 1997, five (\$0.05) cents per hour increase based on the rates in force May 31, 1997.

The hourly rate due as of June 1, 1997 for an hourly rated employee shall be considered as his basic hourly rate.

- c)** Effective June 1, 1998, five (\$0.05) cents per hour increase based on the rates in force May 31, 1998.

The hourly rate due as of June 1, 1998 for an hourly rated employee shall be considered as his basic hourly rate.

- d)** All increases will be incorporated into the piece work rates, hourly rates and base rates as per past practice.

- 7.02** Each piece work employee, including apprentices, shall receive the same wage increases as provided for in clause 7.01 above. The increases shall be incorporated into the existing piece work rates and base rates for each applicable section or operation.

- 7.03** The "Employer" shall furnish the "Union" with a copy of the calculations showing the incorporation of the foregoing wage increases into the piece work rates and base rates. These calculations must show all the information required.
- 7.04** The "Employer" will provide the Union a list of current base rates paid on the different classifications.

**ARTICLE 8 - CALCULATIONS AND PAYMENTS BASED ON
AVERAGE HOURLY EARNINGS**

- 8.01** It is agreed that for purposes of calculating the payment of overtime premium, legal holidays and the vacations, and of applying other clauses of the present agreement stipulating the payment of an average hourly rate, the straight-time average hourly earnings of all employees paid on a piece work or incentive basis shall be determined twice each year for two (2) separate periods, as follows:
- a)** From January 1st through the last pay period in April, to be known as the Spring Average Rate;
 - b)** From the first weekly pay period in July through the last pay period in October, to be known as the Fall Average Rate.
- 8.02** The Spring Average Rate is to be determined for each employee by dividing his actual gross piece work or incentive earnings for the period as specified in Article 8.01 a) by the actual hours worked (regular and overtime).
- 8.03** The Fall Average Rate is to be determined for each employee by dividing his actual gross piece work or incentive earnings for the period as specified in Article 8.01 b) by the actual hours worked (regular and overtime) and adding thereto the amount of increase in the hourly rate due in the life of this Agreement, as per Articles 7.01 and 7.02.
- 8.04** Gross piece work or incentive earnings exclude overtime premium, holiday pay and vacation pay.
- 8.05** The Spring Average Rate is to be used in calculating payments for:
- a)** The half-time premium for all overtime hours worked from July 1st to December 31st; and

- b) Four (4) Legal Holidays: Dominion Day, Civic Holiday, Labour Day and Thanksgiving Day; and
 - c) The annual vacation pay.
 - d) All hours to be paid to an employee at his average hourly rate in accordance with the provisions of the present agreement between the 1st of July and the 31st of December inclusively.
- 8.06** The Fall Average Rate is to be used in calculating payments for:
- a) The half-time premium for all overtime hours worked from January 1st to June 30th; and
 - b) Six (6) Legal Holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Victoria Day and Easter Monday.
 - c) Year-end Vacation pay.
 - d) All hours to be paid to an employee at his average hourly rate in accordance with the provisions of the present agreement between the 1st of January and the 30th of June inclusively.
- 8.07** The Spring Average Rate and the Fall Average Rate of hourly paid employees shall be their current rate of pay.

ARTICLE 9 - WORK WEEK AND OVERTIME

- 9.01**
- a) A week's work shall consist of thirty-nine (39) hours divided into five (5) working days, from Monday to Friday inclusive of each week, beginning each day at 7:30 a.m. and terminating at 4:15 p.m. (3:15 p.m. on Fridays) with an interval of forty-five (45) minutes for lunch during the noon hour period or between such hours as may be agreed upon.
 - b) Shipping and Receiving are subject to staggered hours or shift work. The "Union" and the "Employer" will mutually agree upon coverage.
 - c) The Cutting Room is subject to staggered hours or shift work. The "Union" and the "Employer" will mutually agree upon coverage.

- 9.02** Overtime shall be dispensed with as far as possible; however, all work performed outside thirty-nine (39) hours, Monday to Friday, shall be considered as overtime and shall be paid for at the rate of time and one-half. Work performed on Saturday or Sunday shall be paid for at the rate of time and one-half.

Authorized absences, lay-off, plant holidays, vacation, Workers' Compensation, Union business, Government elections, weather, bereavement, Jury Duty and circumstances beyond the control of the employee will not disqualify employees for an overtime premium.

- 9.03** The overtime premium for employees paid on a piecework or an incentive basis shall be calculated in the manner stipulated in Article 8.
- 9.04** The overtime premium for hourly paid employees shall be based on their current rate of pay.

9.05 **COMPENSATORY HOURS**

Any overtime hours worked at the regular hourly rate, for the purpose of extending the vacation period, year-end vacation or creating a long weekend, could be scheduled, provided it is approved by the employees of the "Employer", by at least a two-thirds (2/3) majority of all employees of the Employer.

ARTICLE 10 - VACATIONS

- 10.01** It is mutually agreed that there shall be a vacation period for employees entitled to vacation pay as herein provided during July and August. The "Employer" will post Notice of Vacation schedules in his Shop no later than the end of February.

Shipping staff vacation will be scheduled between the last week of June and the 31st of August or as otherwise agreed between the employees and the "Employer." Seniority and ability to do the job will determine priority. There will be two thirds (2/3) coverage of Shipping Room staff each week during this period.

To accommodate the foregoing, the "Employer" reserves the right to employ temporary help to meet peak shipping requirements during this period. First preference will be given to existing employees to work in the Shipping Room during this period.

A holiday and work schedule will be mutually agreed between the "Employer" and the "Union" by March **31st**.

- 10.02** In the event that a legal holiday falls during the annual vacation period, the "Employer" will **also**, at the same time, post notice of the day's paid holiday which employees will receive in lieu of that legal holiday.

ARTICLE 11 - ANNUAL VACATION

- 11.01** The "Employer" shall grant to each of his employees, subject to Article **10** at the time of the commencement of the annual summer vacation, a vacation period of three (3) weeks.

Any extended vacation time, authorized by the "Employer", must be in writing. Extensions to vacation must be applied for, in writing, using the "Leave of Absence" form available from the Personnel Office no sooner than notice of vacation period is posted and no later than March 15th. The "Employer" shall respond to such request no later than March **31st**.

The number of employees and length of unpaid, authorized vacation extension allowed will be at the discretion of the Employer.

However, should extended vacation or leave on compassionate grounds be required, permission will not be unreasonably withheld. The burden of proof will be the responsibility of the employee.

- 11.02 a)** ~~Each employee hired before December 1, 1992~~ shall receive vacation pay as follows:

- i** An employee who has less than twelve (12) months employment with his "Employer" and less than three (3) years' membership in the "Union" shall receive four (4%) percent of gross earnings from the date of hiring to the end of the last full week in May.
- ii** An employee who has less than twelve (12) months employment with his "Employer" but has been a member in good standing of the "Union" for three (3) years or more shall receive six (6%) percent of gross earnings from the date of hiring to the end of the last full week in May.
- iii** An employee who has been in the employ of the "Employer" for a period of one (1) year or more but has less than three (3) years

membership in the "Union" shall receive ~~two~~ (2) weeks pay (seventy-eight (78) times his average hourly earnings as per Article 8 (8.05) or four (4%) percent whichever is greater).

- iv An employee who has been in the employ of the "Employer" for a period of one (1) year or more and has been a member in good standing of the "Union" for a period of three (3) years or more shall receive three (3) weeks' pay (one hundred and seventeen (117) times his average hourly earnings as per Article 8 (8.05). The "Union" shall provide proof of "Union" status of employees upon the request of the "Employer".

11.02 b) **Each employee hired after December 1, 1992** shall receive vacation pay as follows:

- i An employee who has less than twelve (12) months as of June 30th of the vacation year employment with the Employer shall receive four (4%) per cent of gross earnings.
- ii An employee who has been in the employ as at June 30th of the vacation year of the Employer for a period of more than one (1) year but less than five (5) years shall receive ~~two~~ (2) weeks of annual vacation based on seventy-eight (78) hours times average hourly earnings or four (4%) per cent whichever is the lesser, calculated on the gross weekly earnings or from the nearest pay period to June 1st of the previous year to the nearest pay period to May 31st of the current year less any previous year end vacation and annual vacation paid.
- iii An employee who has been in the employ as at June 30th of the vacation year of the Employer for more than five (5) years shall receive three (3) weeks of annual vacation based on one-hundred and seventeen (117) hours times average hourly earnings or six (6%) per cent whichever is the lesser, calculated on the gross weekly earnings from the nearest pay period to June 1st of the previous year to the nearest pay period to May 31st of the current year less any previous year end vacation and annual vacation paid.

1103 Average hourly earnings shall mean:

- a) For hourly-rated employees, their current hourly rate

- b) For all other employees, their average hourly earnings calculated in the manner stipulated in Article 8.

11.04 Absence of an employee due to illness or lay-off shall be treated as follows:

- a) Should an employee's illness or lay-off, during the year, be of a duration of thirteen (13) weeks or less then he shall receive full vacation pay as described in clause 11.02.
- b) Should an employee's illness or lay-off, during the year, be of a duration of more than thirteen (13) weeks, then he shall receive for his second (2nd) and third (3rd) week's vacation pay, four **(4%)** percent of his gross earnings from June **1st** of the previous year to May **31st** of the vacation year.

Absence due to illness will be calculated separately from absences due to lay-off.

- 11.05**
- a) The penalty for an unauthorized extension of the vacation period shall be the loss of one-fifth (**1/5**) of the third (3rd) week's vacation pay for each day of unauthorized absence, but such penalty shall not exceed the total amount of the third (3rd) weeks vacation pay. In the event that an employee is dismissed for unauthorized extension of the vacation period, this penalty will not apply.
 - b) For employees entitled to ~~two~~ (2) weeks vacation pay only, the penalty for an unauthorized extension of the vacation period shall be the ~~loss~~ of one-fifth of the second week's vacation pay for each day of unauthorized extension, but such penalty shall not exceed the total amount of the second (2nd) weeks vacation pay. In the event that an employee is dismissed for unauthorized extension of the vacation period, this penalty will not apply.
 - c) Should the "Employer" re-employ the said employee within three (3) months from the end of the vacation period, such employee shall be reinstated with full seniority rights.
- 11.06** The "Employer" shall give all vacation pay due on the pay day immediately preceding the vacation period.

ARTICLE 12 - YEAR END VACATION

- 12.01** The "Employer" shall grant to each of his employees who, on the 24th day of December, has been **continuously** employed by him for a period of one (1) year or more, a year-end vacation with pay. Work shall cease at the end of the working day preceding Christmas Day or at the end of the working day prior to the working day preceding Christmas Day and shall resume on the working day following New Year's Day, or the working day following the day after New Year's Day whichever is applicable.

For new employees hired after June 14, 1996, who, on the 24th day of December have been continuously employed by the "Employer" for a period of three (3) years or more, the "Employer" shall grant a year end vacation with pay.

The "Employer" shall also grant the Year-End vacation with pay to his regular employees who have been in the employ less than twelve (12) months but who have been, on the applicable 24th day of December, members in good standing of the "Union" for three (3) years or more.

- 12.02** The "Employer" shall pay to each of the employees entitled to the Year-End vacation, one (1) weeks pay (thirty-nine (39) times his average hourly earnings as per Article 1 ■ (11.03). However, those qualified employees who have been in the employ of the "Employer" for less than twelve (12) months shall be paid two (2%) percent of gross earnings from date of employment to the applicable November 30th.

All employees hired after December 1st, 1992 shall receive year end vacation pay as follows:

The Employer shall pay to each employee who has completed one (1) year of service but less than five (5) years, two (2%) per cent of gross earnings to a maximum of thirty-nine (39) hours times average hourly earnings as per clause 11.03.

The Employer shall pay to each employee who has completed five (5) years of service or more, thirty-nine (39) times his average hourly earnings as per clause 11.03

Absence of an employee due to illness or lay-off shall be treated as follows:

- a) Should an employee's illness or lay-off during the year be of a duration of thirteen (13) weeks or less, then he shall receive thirty-nine (39) hours Year-End vacation pay.
- b) Should an employee's illness or lay-off during the year be of a duration of more than thirteen (13) weeks, then he shall receive two (2%) percent of his total gross earnings from the nearest pay period to November 1st of the previous year to the nearest pay period to October 30th of the current year.

Absence due to illness will be calculated separately from absences due to lay-off.

- 12.03** To qualify for the Year-End vacation, an employee must be at work or available for work the ~~two~~ (2) working days preceding Christmas Day or the two (2) working days preceding the working day preceding Christmas Day and the two (2) working days after New Year's Day, or the two (2) working days following the day after New Year's Day whichever is applicable.
- 12.04** Absence from work during the above-mentioned two (2) day periods shall not deprive the employee of his right to these holidays when such absence is authorized. The penalty for absences not herein specified shall be a **loss** of one-fifth (1/5) of the Year-End vacation pay for each day of absence. The total penalty shall not exceed the total amount received by an employee.
- 12.05** The "Employer" shall give to eligible employees the Year-End vacation pay on the pay day immediately preceding Christmas Day.
- 12.06** In the event that an employee fails to return to work after the Year-End vacation for the notice period required by Article 25, the "Employer" shall have the right to deduct from any monies due to the said employee an amount equivalent to the Year-End vacation pay received by the employee.
- 12.07** Should the "Employer" re-employ the said employee within three (3) months from the end of the Year-End vacation period, such employee shall be reinstated with full seniority rights.
- 12.08** To ensure that essential shipping coverage is maintained, Shipping Room staff may be required to work a maximum of one (1) day, subject to mutual agreement. Seniority and ability to do the job will determine priority.

Employees who work may choose days off in lieu between March 15th and June 15th or as may be mutually agreed.

ARTICLE 13 - LEGAL HOLIDAYS

13.01 The "Employer" shall grant to each of his employees the following ten (10) legal holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day
Easter Monday	Boxing Day

Boxing Day, shall be observed during one of the following periods.

- a)** at the beginning of the Year-End Vacation or;
- b)** at the conclusion of the Year-End Vacation.

One (1) of the ten (10) legal holidays above may be used as a "Floater", subject to the mutual agreement between the "Employer" and the "Union."

The "Employer" shall give to each of his employees one (1) day's pay for each of the said ten (10) legal holidays.

13.02 A day's pay, for purposes of this Article, shall mean seven and ~~eight~~/~~tenths~~ (7.8) times the current hourly rate for hourly workers and seven and ~~eight~~/~~tenths~~ (7.8) times the average hourly earnings for piece workers as per Article 8.

13.03 An employee, new to the trade, will not be eligible for statutory holiday pay during the first three (3) months of employment.

13.04 To qualify for holiday pay, an employee must work or be available for work the regular working day preceding and the regular working day following the holiday.

13.05 Absence from work on the day preceding or the day following the holiday shall not deprive the employee of his right to the holiday pay when such absence is due to lay-off, illness of the employee or death in the immediate

family.

- 13.06** In the event that an employee has been absent from work due to illness, either before and/or after a holiday, for a continuous period of more than ten (10) weeks, or is receiving Sick Benefits from Unemployment Insurance or Workers' Compensation, he shall not be entitled to payment for the holiday.
- 13.07** All holidays shall be paid for, irrespective of the day on which they fall
- 13.08** If a holiday falls on a Saturday or Sunday, then the Monday following shall be considered as the legal holiday.
- 13.09** In the event that a legal holiday falls during the annual vacation period, then the "Employer" shall give to all eligible employees a further day's paid holiday in lieu of that legal holiday, the "Employer" may designate the date of such further day's paid holiday, provided that it shall be a day immediately preceding or following the annual vacation period, other legal holiday or weekend.
- 13.10** There shall be substitution of alternate holidays for those enumerated in clause **13.01**, upon the agreement of the parties to this Contract.
- 13.11** The "Employer shall give to eligible employees the Christmas Day, Boxing Day, New Year's Day pay, on the pay day immediately preceding Christmas Day.
- 13.12** All employees who completed the scheduled hours on the day of a General Federal Election and/or General Provincial Election shall be allowed time off for voting purposes, if needed, commencing at the time provided by the Law.

Payment for Federal and Provincial elections will be applied in accordance to the applicable Elections Act and Procedures.

ARTICLE 14 - EQUAL DIVISION OF WORK AND SENIORITY

- 14.01** It is agreed that equal division of work in each section, operation and/or department shall be observed as far as possible.

14.02 During any slack season, or whenever there is insufficient work, the available work shall be divided, insofar as is practicable, equally among all regular employees of the "Employer" in order that continuity of employment may be maintained, unless the "Employer" and the "Union" shall mutually agree upon a lay-off and the conditions applicable thereto.

The "Employer" has a responsibility to all of its employees, however, the "Employer" will review annually the rebalancing of shops, with respect to volume of work, business conditions, cross training and seniority.

14.03 If it shall become necessary for the "Employer" to reduce its forces, the "Employer" and the "Union" shall mutually agree upon a lay-off and the Conditions applicable thereto, using seniority in a section, operation and/or department as a basis; if the "Employer", after such lay-off shall again restore its forces, those employees laid off shall be re-employed in the order of their seniority before any new employees are hired. Practicality shall be a consideration in implementing this section.

14.04 Seniority is calculated from the date of permanent assignment of an employee (at the time or following the last date of his hiring) to a job or operation and as long as this employee continues in such job or operation. However, an employee permanently assigned to the job or operation he performs may invoke his last date of hiring against any other employee who has more seniority than him in such job or operation but who was hired after him, subject to the following conditions:

- a) If the employee has been maintaining a level of performance substantially equivalent to the average level of the group of other employees involved in this job or operation, then his earlier date of hiring shall prevail;
- b) If this employee has not been maintaining such a level of performance but has maintained a level of performance of one hundred (100%) per cent or better and if this employee has been in the employ of his "Employer" for ten (10) years or more since his last date of hiring then this employee shall be entitled to the job or operation against any other employee hired within the last five (5) years.

14.05 If a lay-off occurs for the reasons stipulated in the present Article and if such lay-off lasts for six (6) months or more, then the employee loses his seniority. A recall within the six (6) month period shall not constitute a "new hiring".

The employee's name shall remain on the seniority list for a period of twelve (12) months for the purpose of recall.

- 14.06** The same principles applied at the time of a lay-off shall apply to any recall made in accordance with the present Article.
- 14.07** When a lay-off occurs, for the reasons stipulated in the present Article, for an indeterminate period of time, and the "Employer" applied Article 25, any employee subsequently recalled before the expiry of the six (6) month period shall receive, for the vacations following his return, the payments to which he is entitled less any amounts received by him pursuant to the application of clauses 25.03 and 25.04 herein.
- 14.08** No new employees will be hired until all laid off employees who are willing and qualified to perform such work have been recalled, subject to all other provisions of Article 14.

ARTICLE 15 - BENEFIT FUND AND GROUP RRSP

15.01 Definitions

- a. The term "employees of the 'Employer'" as used in this section means all of the employees of the "Employer" who are subject to this agreement and/or all "Union" members and/or all production employees, including employees during their trial period.
- b. The term "gross wages" as used in this section means all of the wages of the employees (as defined in sub-paragraphs) hereof including payments for vacations, statutory holidays and incentive bonuses. This provision shall not be applicable for the purposes of the Group RRSP for the three (3) weeks summer vacation period.

- 15.02** This section shall supersede all prior agreements from and after December 1, 1995, however, all sums of money paid or payable by the "Employer", under any prior agreement, to the trustees designated in one or more agreements and declarations of trust which accompanied and were made part of said prior agreement or agreements, and which have not been expended or applied by said trustees in accordance with the provisions of said prior agreement or agreements and declarations of trust, shall continue to vest in the said trustees and to be applied by them for the purpose and in conformity with the provisions of either

- i. the prior agreement or agreements and declarations of trust, and in conformity with any applicable laws, including the Ontario Pension Benefits Act, as it may be amended from time to time; or
- ii. the present agreements and agreements and declarations of trust now in force and any amendments or changes which may be made by the contracting parties to this agreement or the agreements and declarations of trust now in force, as the case may be.

15.03 Pensions

- a. Prior to July 1, 1995, the "Employer" shall be bound by the terms of the previous Collective Agreement in respect of the Retirement Fund and contributions thereto, and by the terms of the ACTW and Manufacturers Retirement Fund, pursuant to the Memorandum of Agreement and Declaration of Trust dated December 16, 1968 and Schedules thereto, subject to any order of the Superintendent of Pensions including an order causing that Fund to be wound up in part or in its entirety.
- b. As of July 1, 1995, the "Employer" shall make payments to Canada Trust, or such other financial institution as the parties may from time to time agree upon, in respect of each employee's participation in a Group RRSP established and maintained for their benefit pursuant to the terms of the Trust Agreement between the "Employer", the "Union" and Canada Trust.
- c. Commencing July 1, 1995, the "Employer" shall make payments to Canada Trust in respect of the Group RRSP in the amount of three and one-half (3 1/2%) per cent of the gross wages payable for each pay period to all employees of the "Employer". The "Employer" and the "Union" will agree to the "Trustee" of the Plan and the terms thereof.

The "Employer" will increase payments to the Plan as follows:

- a. Effective December 1, 1997 an addition of one-quarter of one (1/4 of 1%) per cent.
- b. Effective September 1, 1998 an addition of one-quarter of one (1/4 of 1%) per cent.

Such payments, as contemplated above will be paid to the respective agencies no later than the 20th of the following month.

15.04 Benefit Fund

- a. The ACTW and Manufacturers Benefit Fund shall be continued pursuant to the Memorandum of Agreement and Declaration of Trust dated December 16, 1968 and Schedules thereto, as amended from time to time by the parties.
- b. Commencing December 1, 1995, the "Employer" shall pay to the Trustees (herein under called the "Trustees") designated under the memorandum of agreement and declaration of trust dated December 16, 1968 as amended from time to time thereafter for the Benefit Fund; the terms and provisions of which agreement and declaration of trust as herein specifically incorporated by reference, the amount of three (3%) per cent of the gross wages payable for each pay period to all employees of the "Employer."

15.05 Payments

- a. The "Employer" shall forward such contributions to Canada Trust or the Trustees, as the case may be, at par on or before the twentieth day of the month following the month to which such contributions relate, together with all the information specified by the parties or Trustees, as the case may be, as necessary for the proper administration of the Group RRSP and the Benefit Fund. Such contributions and information shall relate up to and including the last day of the last pay period of the preceding month.
- b. An "Employer" who has not paid the contributions to the Group RRSP and/or the Benefit Fund under Article 15.05 by the first day of the second month following the month to which such contributions relate shall pay to the Group RRSP or the Benefit

Fund, whichever is applicable, a penalty of two (2%) per cent of the amount of such delinquency and of the amount of any previous penalties still unpaid each month until such delinquency and penalties are paid in full. The initial penalty of two (2%) per cent of the amount of the delinquency shall become due and payable on the first day of the second month following the month to which the unpaid contributions relate, and subsequent penalties of two (2%) per cent of the amount of the delinquency and of the amount of previous unpaid penalties shall become due and payable on the first day of each subsequent month until the delinquency and penalties are paid in full. Notwithstanding anything contained herein, this Article 15.05 b) shall not take effect until articles providing for the same penalties have been included and are in effect in all collective agreements between the "Union" and participating "Employers" in respect of:

- i. a Group RRSP Trust Agreement between the "Employer", the "Union" and Canada Trust (as set out in Article 15.03 b); and or
- ii. the Benefit Fund.

whichever is applicable.

15.06 All of the foregoing sums shall be administered and expended as follows:

- a. in respect of the Group RRSP, according to the agreement of the "Union" and the "Employer", contained herein, to provide for a Group RRSP and in accordance with the terms and conditions of the Trust Agreement between the "Employer", the "Union" and Canada Trust, as it may be amended or changed on mutual agreement of the "Union" and "Employer" from time to time;
- b. in respect of the Benefit Fund, by the trustees pursuant to the provisions of the said agreement and declaration of trust for the Benefit Fund, as amended, and as may be further amended upon agreement of the parties for the purposes of providing life, accident, and health insurance and such other forms of group insurance for medical care and hospitalization as the trustees may reasonably determine, to employees employed by the "Employer" and employees employed by other Employers, including Local Unions affiliated with the Union of Needletrades, Industrial and Textile Employees, for whom contributions are

made to the Benefit Fund in the amounts set forth in Article 15.04 and also to provide medical care and hospitalization for the families of such employees

15.07 The trustees shall have the right and power to construe and apply the provisions of the Benefit plan adopted by them and the terms used therein, and any construction and/or decision made or adopted by the Trustees in good faith shall be final and binding on the "Employer" and the "Union", the employees of the "Employer" and their dependents.

15.08 The "Employer" shall furnish to the Trustees, the "Union" and/or Canada Trust, as the case may be, upon request, such information and reports as the Trustees, the "Union" and/or Canada Trust may require in the performance of their duties under any of the agreements and declaration of trust.

The Trustees, or the authorized auditors of the Benefit Fund, shall have the right at all reasonable times during business hours to enter upon the premises of the "Employer" and to examine and copy such of the books, records, papers and reports of the "Employer" as may be necessary to permit the Trustees to determine whether the "Employer" is fully complying with the provisions of Article 15.04.

15.09 No employee or member of his family shall have the option to receive instead of the benefits provided for under this Article, any part of the contribution of the "Employer". No employee or member of his family shall have the right to assign any benefits to which he may be or become entitled under this Article or to receive cash consideration in lieu of such benefits either upon termination of any of the trusts referenced herein, or through severance of employment or otherwise.

15.10 During the term of this agreement the "Union" obligates itself to enter into no contract or agreement whereby any "Employer" engaged in the Men's and Boys' Clothing Industry and allied industries will not be obligated to pay the amounts required to be paid under this agreement at Article 15.03 and 15.04. During the term of this agreement, the "Union" agrees to insert a clause in all of its collective bargaining agreements with an "Employer" engaged in the Men's and Boys' Clothing and allied industries, to the effect that the "Employer" shall pay the sums set forth in Article 15.03 and 15.04 hereof (as the same may from time to time be modified according to the terms hereof) to be applied as set out in Article 15 of this agreement. This paragraph may be waived as to one or more "Employers" by an instrument in writing executed by the trustees of the Benefit Fund and/or the "Union"

and "Employers" participating in Group RRSPS but the said waiver shall not be of a part only of the Benefit contribution or the Group RRSP contribution.

- 15.11 a. This collective bargaining agreement and the agreements and declarations of trust shall be construed as a single document, and all of the provisions of the collective bargaining agreement relating to the administration and enforcement thereof (including provisions for arbitration) shall apply to the administration and enforcement of this Article.
- b. In the event that an "Employer" shall fail to pay the contributions due under Article 15.03 and 15.04 and said default shall continue for a period of sixty (60) days, any trustees designated by the Trustees for that purpose may give written notice of the said default to the "Union" and the "Union" shall then give written notice of said default to the "Employer" by registered mail, and if within five (5) days of the receipt of said notice from the "Union" the "Employer" fails to pay the said arrears in full, the "Union" may direct its members to discontinue work in the plant of the "Employer" and to discontinue work upon clothing being manufactured for the "Employer" by contractors until all sums due from the "Employer" under Article 15.03 and 15.04 above have been paid in full. The remedy provided for in this subparagraph shall be in addition to all other remedies available to the "Union" and the Trustees and may be exercised by the "Union", anything in the collective agreement to the contrary notwithstanding.
- c. The trustees, in their own names as trustees, or the "Union" may institute or intervene in any proceedings at law, or in bankruptcy, for the purpose of effectuating the collection of any sums due to them from the "Employer" under the provisions of Article 15.03 and 15.04.
- 15.12 The provisions of this section remain in full force and effect for the full term of the collective bargaining agreement and of any extensions or renewals thereof.
- 15.13 The primary purpose of this section, and the said agreements and declarations of trust being to provide a practical plan for benefits upon their retirement, and life, accident and health insurance and other insurance benefits for employees and their families, it is understood that the form of

the plan and of this Article and of the agreements and declarations of trust, shall not give rise to a literal or formal interpretation or construction; such interpretation or construction shall be placed on this Article, and the agreements and declarations of trust as will assist in the functioning of the plan, for the benefit of the employees, and their families, regardless of form.

- 15.14** In no event will the "Employer" be entitled to the return of any part of any contribution made hereunder.
- 15.15** In the event that Legislation is enacted by the Federal or the Provincial Government levying a new or changed tax or other exaction upon the "Employer" or employee, for the purpose of establishing or amending a Government administered system of life, health, accident, medical care or hospitalization insurance under which the employees of the "Employer" are covered, the adjustment to be made of the sums payable under Article 15.04 shall be discussed with the "Union" and if no satisfactory agreement can be reached, the whole matter shall be submitted to Arbitration as provided for in the present Agreement.
- 15.16** The attached Letter of Understanding is an integral part of this agreement.

ARTICLE 16 - HOMEWORK AND MOONLIGHTING

- 16.01** Homework is prohibited, except in an emergency, subject to prior agreement between the "Union" and the "Employer".
- 16.02** Members of the "Union", agree that they shall not work under any circumstances for a manufacturer, or a tailor shop, or a bushelling shop, which is not a party to this agreement, whether in a full-time or part-time capacity, except with the consent and knowledge of the "Union". "Good Standing" will be withdrawn promptly from the "Union" members who do not conform to this rule.

ARTICLE 17 - NON-DISCRIMINATION

- 17.01** It is the continuing policy of the "Employer" and the "Union" that the provisions of this agreement shall be applied to all employees or applicants for employment without regard to race, colour, sex, religious creed, national origin or language.

ARTICLE 18 - CONTRACTORS

- 18.01** No "Employer" who operates an inside shop shall send out to a contractor, work of a grade similar to that which he is manufacturing in his own shop, unless the workers in his shop are employed full-time.
- 18.02** Where an "Employer" wishes to send work to a contractor, the "Union" shall be consulted and a "Union" contractor will be mutually agreed upon.

ARTICLE 19 - CONTRACTORS OR MANUFACTURERS

- 19.01** To better secure the employment and due remuneration of employees engaged by "Union" contractors, the "Union" and the "Employer" agree that a list will be drawn up by the "Union" containing the names of all "Union" contractors, herein referred to as "Registered Contractors", to whom work is or will be sent by the "Employer" during the life of this agreement.
- 19.02** During the life of this agreement, the "Employer" shall designate one registered coat contractor, one registered pant contractor, and one registered vest contractor for each grade, to whom the "Employer" shall send all of his contracting work with respect to coats, pants and/or vests of the "Employer", as the case may be. ;
- 19.03** The "Employer" shall not have the right, directly or indirectly, to send any of the aforesaid products to any other than the registered contractor designated as aforesaid.
- 19.04** In the event of violation of the conditions herein provided, by the "Employer", it is agreed that the "Employer" shall pay to the "Union" for distribution among the aggrieved "Union" employees, a sum equal to one-half (1/2) of the registered contractor's charge per garment, multiplied by the total number of garments involved, as liquidated damages stipulated in advance.
- 19.05** The "Employer" may, for good cause, request a change of contractor, and shall be entitled to change his contractor if the contractor does not maintain quality and production during a period in excess of fifteen (15) working days.
- 19.06** Every "Employer" who sends work to a contractor must furnish the "Union" with faithful and true reports in writing of all work cut and forwarded to the

registered contractor.

19.07 Each "Employer" and each registered contractor shall give to the other, three (3) months prior notice in writing, a true copy whereof shall be given to the "Union", in any of the following cases:

- a) Change in type of garments manufactured;
- b) Opening an inside shop;
- c) Change of supplier.

19.08 In special cases, where a registered contractor cannot be supplied with sufficient work by "Union" employers, such contractor shall be entitled to manufacture for non-"Union" employers, but only under the following conditions:

- a) The work of "Union" employers shall be given first preference;
- b) The registered contractor shall cease to manufacture for a non-"Union" employer immediately upon the receipt of a written request of the "Union" so to do.

19.09 The "Union" agrees to enforce section **19.08 b)**, at the written request of the "Employer" or the Men's Clothing Manufacturers Association of Ontario when a contractor fails to supply production to a "Union" employer as provided for under section **19.05**.

ARTICLE 20 - UNION LABEL

20.01 The "Employer" agrees to affix copies of the label of the Union of Needletrades, Industrial and Textile Employees (UNITE) to men's clothing including, without limitation, single pants manufactured by the "Employer" or by "Union" contractors on behalf of the "Employer" all as provided herein.

20.02 The "Union" grants the "Employer" a non-exclusive and non-assignable license to affix copies of the labels, supplied by the "Union", to men's clothing manufactured by the "Employer" or for the "Employer" by contractors pursuant to the provisions of the said collective bargaining agreement.

- 20.03** The "Employer" shall affix copies of the labels to all garments as follows:
- a)** A copy of the suit or garment label to every coat forming a part of a suit and to every sport coat, odd coat, topcoat, and overcoat, and
 - b)** A copy of the trouser label to every pair of single pants (but not to pants forming a part of a suit) manufactured by the "Employer" or for the "Employer" by contractors.
- 20.04** The "Employer" shall cause all copies of labels supplied by the "Union" to be sewed to the garments to which they are affixed by machine (and not by hand) during the process of construction. The "Employer" shall not deliver any copies of the label or permit them to be delivered to any retailer or other person except as parts of the garments to which they have been affixed in the factory of the "Employer" or the "Employer's" contractors.
- 20.05** The "Union" shall supply the "Employer" with copies of labels in such quantities as the production of the "Employer" requires.
- 20.06** Promptly upon receipt of bills therefore from the "Union" for copies of suit or garment labels delivered to the "Employer" at \$10.00 per thousand, trouser labels at \$6.00 per thousand, and special order labels at \$12.50 per thousand.
- 20.07** The "Employer" shall not copy the labels, cause them to be copied or obtain copies thereof except from the "Union" pursuant to the provision of this agreement.
- 20.08** The provisions of this paragraph shall automatically terminate, without notice from the "Union", and the right of the "Employer" to use the labels shall immediately cease in the event that:
- a)** The existing collective bargaining agreement between the parties terminates by lapse of time or otherwise and is not extended or renewed, with or without modifications, or
 - b)** The "Union" determines that the "Employer" has violated any of the terms or conditions of employment provided in the aforesaid collective bargaining agreement. The "Employer" can avail himself of the arbitration procedure in the event that it is felt that such termination of the right of the "Employer" to use the labels

was unwarranted.

- 20.09** In the event of the termination of this license, the "Employer" shall forthwith deliver to the "Union", all copies of labels in the "Employer's" possession or control.
- 20.10** The exclusive right to institute legal proceedings for any unauthorized use of the labels shall remain in the "Union", but the "Union" shall not be liable to the "Employer" for any failure to institute such proceedings.

ARTICLE 21 - CHECK-OFF

- 21.01** The "Employer" shall check off weekly from the wages of all "Union" workers, all "Union" dues, and assessments and transmit same to the "Union" office each month, not later than the end of the month for which payment is due. Where the check off period is the last week, the amounts so deducted shall be transmitted to the "Union" office no later than the end of the first week of the next month. In all cases, the amounts deducted shall be kept separate and apart from the general funds of the "Employer" and shall be deemed trust funds.
- 21.02** In the case of new employees, the "Employer" shall check off dues from date of hire.
- 21.03** All such deductions shall be segregated and held in trust for the "Union" until paid to the "Union". The failure by the "Employer" to comply with the specific trust hereby fixed upon him, shall not affect the nature of such funds, the quantum due, and the responsibility of the "Employer", his servants, agents, successors, or assignees, to pay said sums to the "Union".

ARTICLE 22 - RIGHT OF DISCHARGE AND DISCIPLINE

- 22.01** Full power of discharge and discipline lies with the "Employer". It is agreed that this power shall be exercised with justice and with regard for the reasonable rights of the employee. The power of discharge shall be exercised only through a fully authorized and responsible representative of the Management. If the "Union", after investigation, finds that an employee has been discharged or disciplined without just cause, and that it cannot reach an agreement with the representative of the Management, it may bring the case before the Arbitrator.

22.02 Except as set out in this agreement, all rights and prerogatives of Management are retained by the "Employer" and remain within the rights of the "Employer" and its Management. Without limiting the generality of the foregoing, the "Employer's" rights include:

- a) The right to operate and manage the enterprise in any manner in order to satisfy its commitments and responsibilities; the right to determine the location of operations and their commencement, expansion, curtailment or discontinuance; to select, hire, control and direct the working forces; to schedule operations and production, or to determine the work to be done, the number of shifts, the methods, processes and means of production and job content requirements; to establish quality and quantity standards; to use improved or changed methods, machinery and equipment; to decide on the number of employees needed; to determine the number of hours to be worked, starting and quitting times and whether there shall be overtime work; to establish a piece work, incentive or bonus plan or other method of payment and its application to employees and operations;
- b) The right: to maintain order, discipline and efficiency; to work, alter and enforce reasonable rules and regulations, policies and practices to be followed by the employees;
- c) The right to determine reasonable safety, health and protection measures and to enforce the use of the same;
- d) The jurisdiction over all operations, buildings, machinery, equipment shall be vested exclusively in the "Employer".

ARTICLE 23 - NO STRIKE OR LOCKOUT

- 23.01** The "Union" hereby undertakes that it shall not, directly or indirectly, cause any cessation of, or interference with production in the factory 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.
- 23.02** The parties agree, in keeping with the spirit of collective bargaining, that any strike, slowdown, stoppage, lockout, walkout, or the calling out of workers for a meeting during working hours, and/or cancellation of

overtime, which in any way interferes with or interrupts production in said establishment is prohibited, and is a vital violation of this agreement.

- 23.03** The Article shall not apply where the "Union" causes its members to discontinue work for the purpose of enforcing the provisions under Article 15 (15.03) as provided for in Article 15 (15.09 b).

ARTICLE 24 - ABSENCES OR BEREAVEMENT

- 24.01** Whenever an employee shall absent himself from work without a valid reason to the "Employer", upon the second (2nd) business day of his absence, the "Employer" may consider his position forfeited. In case of absence, a reason therefore must be promptly given to the foreman by messenger, mail or telephone. Failure to give notice, however shall be waived whenever an employee is incapable of doing so. No employee having reported for work shall leave during the day without consent of the foreman.

- 24.02** Leaves of absence on account of illness should be treated as follows:

An employee who is absent on account of sickness shall, on his return to work, be reinstated in his former position provided that the period of such absence

- a)** does not exceed nine (9) months, in the case of an employee with one (1) or more years of employment in the shop or with three (3) years or more in the "Union"; or
- b)** does not exceed six (6) months in the case of an employee with less than one (1) year of employment in the shop or less than three (3) years in the "Union"; and
- c)** that the "Employer" has been given five (5) day's notice as to the date when such employee shall resume his work.
- d)** that the employee has been cleared by a Doctor for return to work. In the event of a conditional clearance for return to work, the "Employer" reserves the right for such clearance to be confirmed by the "Employer's" Company Doctor.

- 24.03** An employee, injured on the job, and needing immediate attention by a Doctor, will be transported by the "Employer" to and from the nearest

Doctor or Hospital, within the same day, and the "Employer" shall pay the employee's full wages and benefits that he would have earned for the day or the shift on which the injury occurred. The employee shall be reinstated in his former position, provided that the period of his absence was reasonable in the circumstance.

24.04 Pregnancy Leave shall be consistent with the Ontario Employment Standards Act.

24.05

(a) In the event of the death of an employee's spouse, (includes common-law spouse) mother, father, child, brother or sister, an employee shall be entitled to three (3) consecutive days leave of absence with pay inclusive of the day of the funeral, provided that the employee loses time on a regular scheduled working day.

When the funeral occurs on a Saturday, Sunday or Statutory Holiday or when deaths occur long distances away, where attendance at the funeral is difficult or impossible, the employee will be entitled to ~~two~~ (2) days leave of absence with pay.

(b) Should a grandparent, mother-in-law or father-in-law of an employee die, an employee shall be entitled to be absent with pay on the day of the funeral, provided that the employee loses time on a regular scheduled working day.

(c) The pay for such leave shall be ~~calculated~~ on the same basis as holiday pay per Article 13.

(d) To qualify for such leave, an employee must be employed in the employ of the "Employer" for a period of one (1) year or more.

(e) Employees who have completed their probationary period shall be entitled to one (1) day off with pay to attend the funeral in the event of the death of the employee's spouse, (includes common-law spouse) mother, father, child, brother or sister.

(f) At the request of the "Employer", the employee shall produce proof of death of the person involved.

24.06 If the funeral occurs during the Vacation period or lay-off periods, where no ~~lost~~ time is involved, there shall be ~~no~~ Bereavement Pay.

- 24.07** Any employee elected or otherwise chosen as a delegate to a Union convention or conference shall be granted an unpaid leave of absence provided such absence does not exceed one (1) week at a time and is limited to one (1) person per department.

The "Employer" shall grant unpaid leaves of absence to the members of different Union committees provided those absences have a bearing to their respective responsibilities and are limited to one (1) per year and once per department. Any increases over the one will be at the sole discretion of the "Employer".

- 24.08** The "Employer" will pay lost wages for Jury Duty for a maximum of two (2) days.
- 24.09** All "Leaves of Absence", authorized by the "Employer" must be in writing. Any request for a leave of absence must be applied for in writing, using the "Leave of Absence" form available from the Personnel Office.

ARTICLE 25 - SEPARATION FROM EMPLOYMENT

- 25.01** An employee who leaves the service of the "Employer" must give the "Employer" at least five (5) working days' notice. The "Union" agrees to give its full co-operation so that its members may comply with this regulation.

- 25.02** If the "Employer" wishes to discharge an employee, unless it is for cause, he must conform to the provisions of the Ontario Employment Standards Act.

- 25.03** An employee who is separated from his job shall receive all wages due him plus termination pay, in lieu of vacation pay, as per Article 11.

However, if the employee is dismissed for cause or if he leaves the service of the "Employer" without giving five (5) working days' notice, he shall receive only four (4%) percent of his gross earnings.

- 25.04** An employee who is separated from his job except for cause and has completed one (1) full year's employment in the employ of the "Employer" shall receive an additional two (2%) percent of his gross earnings in the current calendar year in lieu of Year-End vacation pay.

- 25.05** The "Employer", at his discretion, may give the employee six (6) months

or more notice of termination of employment, provided the employee affected is sixty-eight(68) years or older.

ARTICLE 26 - PLANT REMOVAL

- 26.01** During the term of this agreement, the "Employer" may enlarge or move his plant or plants provided his relationship with the "Union" is maintained.
- 26.02** Should the "Employer" plan to remove his present plant or plants from the city or cities in which such plant or plants are located, six (6) months notice in writing by registered mail must be given to the "Union".

ARTICLE 27 - APPRENTICE TRAINING

- 27.01** It is agreed that the "Employer" shall have the privilege of developing workers through the apprenticeship system on a basis to be determined by representatives of the "Employer" and the "Union".

ARTICLE 28 - EXTENSION OF INDUSTRIAL STANDARDS ACT

- 28.01** The parties hereto shall use their best efforts to have incorporated into the schedule made under the Industrial Standards Act for the Men's and Boys' Clothing Industry by way of amendment, agreements so arrived at between themselves, or by decision of the Board of Arbitration on such matters, so as to be binding on the Men's and Boys' Clothing Industry as a whole.

ARTICLE 29 - PARITY OF ADVANTAGE

- 29.01** It is agreed that the "Union" shall not make any arrangements with any clothing manufacturers in the Province of Quebec and Ontario under its jurisdiction on more advantageous terms than those granted to the "Employer".
- 29.02** The "Union" shall submit to the "Employer" drafts of all agreements, and copies of all existing and future agreements shall be filed with the "Employer".
!

ARTICLE 30 - GRIEVANCE PROCEDURE

30.01 In the event of any dispute or condition arising out of any matter in a shop affecting the "Employer" or employees' the parties shall proceed in the following manner:

The "Employer" or employee shall place the matter complained of before the Shop Steward who shall endeavor to adjust the dispute.

In the event of their not being able to arrive at an agreement, the Shop Steward shall refer the matter in dispute to the Regional Representative of the "Union" for the department concerned who, in turn with a representative of the "Employer" shall endeavour to affect a settlement of the dispute.

In the event of the parties not reaching an agreement, either party shall have the right to place the entire matter in dispute before the Arbitrator who shall render a decision which will remedy the dispute or condition, and the said decision shall be final, conclusive and binding on the parties.

ARTICLE 31 - ARBITRATION

31.01 Recognizing the necessity and the desire of both parties to be guided by the spirit of collective bargaining, that all controversies and conflicts be settled in an amicable and expeditious manner without harm to either party by way of loss of production, wages, or otherwise, the parties agree that all grievances and controversies which cannot be adjusted by mutual consent shall be submitted to the Arbitrator.

31.02 For the purpose and for that of preserving order in the industry, it is agreed that the Arbitrator during the term of this agreement shall be a person agreed upon by both parties to this agreement.

31.03 It is agreed that all decisions, awards and penalties imposed by the Arbitrator shall be final, conclusive and binding on both parties and on the "Employer" and employees concerned.

31.04 It is agreed that all charges and expenses incidental to the arbitration of any dispute shall be borne equally by the "Union" and the "Employer".

- 31.05 The Arbitrator shall have the right to impose such penalty as he may, in his discretion see fit, for the violation of any of the terms of this agreement.

ARTICLE 32 - LEGAL REPRESENTATION

- 32.01 The "Union" may institute or intervene in any proceeding at law and/or in bankruptcy, on behalf of all employees, for the purpose of affecting the collection of any sums payable to the employees of the "Employer" under the provisions of this agreement.

ARTICLE 33 - SEPARABILITY

- 33.01 Should any part of this agreement be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or provision shall not invalidate the remainder thereof. In such event, the parties agree to negotiate substitute provisions.

ARTICLE 34 - EDUCATIONAL AND SOCIAL SERVICE FUND

- 34.01 Commencing on the pay period for the week ending December 8, 1995 and monthly thereafter, the "Employer" shall pay to the "Union" the lesser of:
- a) one quarter of one (1/4 of 1%) per cent of the gross wages including vacations, statutory holidays and incentive bonuses payable to the employees of the "Employer."
 - b) the actual expenditure made for the employees of the "Employer."

Such monies are to be used to provide and maintain social services and educational programmes for employees of the "Employer" who are members in good standing of the "Union."

ARTICLE 35 - GENERAL

- 35.01 In accordance with the spirit of this agreement, both parties pledge

themselves to co-operate in making the arrangements successful, and to use their influence and efforts for the promotion and development of goodwill, it being understood that this agreement shall not operate in anyway as to restrict output, impede processes of manufacture or management, but shall encourage maximum production and minimum cost and fair and equitable treatment to any individual concerned in it.

ARTICLE 36 - TERM OF AGREEMENT

36.01 The term of this agreement shall commence on the 1st day of December 1995 and shall terminate on the 30th day of November 1998.

36.02 Should either of the parties request the renewal of this agreement, modification to same or negotiations of a new agreement, to take effect at its expiration on the 30th day of November 1998, notice in writing, by registered mail, shall be given to the other party, ninety (90) days before the date of expiry of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents at the City of Hamilton and caused their signatures to be affixed this 13th day of June, 1997.

EMPLOYER

[Handwritten signature]

UNION

[Handwritten signature]
[Handwritten signature] 3007
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

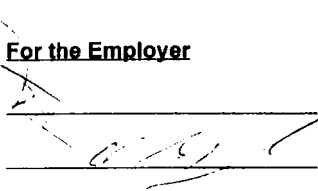
LETTER OF UNDERSTANDING RE WORK WEEK AND OVERTIME

It is understood and agreed between the parties that the following Departments may require to work hours other than those scheduled for the majority of the Bargaining Unit:

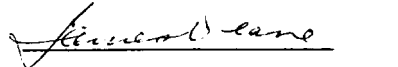
- Shipping Room
- Woollens Warehouse
- Lining & Trim Warehouse
- Design Staff
- Cleaner

In no case will the general provisions as to total hours of work in a week or day, or the provisions regarding overtime payment, be different for any employee affected by the work of such "non-standard hours."

For the Employer



For the Union



Wendy Legacy Robinson

Richard (Dick) Sica

Paul Tremaine

Celene Hall

LETTER OF UNDERSTANDING RE QUALITY

It is understood and agreed between the "Employer" and the "Union" that we must produce a garment of consistently high quality, and that we recognize and accept that there is a negative cost impact caused by faulty work to both the "Employer" and its employees.

It is also understood that it is the responsibility of all "Employer" employees, "Union", non-union and management to work together toward producing a high quality garment which will satisfy market requirements.

Therefore, it is agreed by the "Employer" and the "Union", that as soon as possible following ratification, a Joint Committee be structured to explore and develop a process of accountability for quality for all employees of the "Employer" so that we can eliminate waste by the implementation of a quality maintenance program.

The Committee will report no later than December 1, 1996.

LETTER OF UNDERSTANDING RE BENEFITS

The "Employer", in its sole discretion, may cancel its membership in the Benefit Fund Trust at any time and without penalty provided the "Employer" is current and provided all current employees of the "Employer" remain covered for the same eligible benefits through the Benefit Fund Trust. This excludes any commitment to existing or future retirees.

LETTER OF UNDERSTANDING RE CROSS TRAINING

The "Employer", "Union" and the "Employer's" employees recognize the need for further cross training of all employees.

It is agreed that a Joint committee will be set up to design and implement an expanded cross training program within the following format.

1. The Committee will come to a final proposal no later than December 1, 1996.
2. The target will be that over the first two years of the contract all employees will be trained on three jobs. The selection of employees for cross training will be done on the basis of

seniority.

3. Cross training will not only be on different jobs within a department but could also be on outside of departments, e.g. cutting to shipping

Pant shop to Coat shop
Choppers to S95
Choppers to Fusing

4. No Red Circle will be paid on **secondary** jobs.
5. Training allowances and time frames to be determined
6. Job Change (Management)- Where operators are moved from primary job when work is available to cover second or third job at management request, operators will be paid stat rate or piecework earnings whichever is greater, provided a minimum of 85% performance is achieved.