

AGREEMENT

made as of the 1st day of December 1999

BETWEEN:

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

AND:

UNITE Ontario Council
and
LOCAL 2100
(hereinafter referred to as the "Union")

December 1, 1999 to November 30, 2003

THE COPPLEY, NOYES & RANDALL LIMITED
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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, Quality Assurance Personnel, 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 UNITE Ontario Council. If Copley moves within twenty (20) kilometers of its present Hamilton facilities, then the existing terms and conditions will apply. If Copley 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,"
- 2.05 Employees will have Union representation for disciplinary issues as per the Progressive Discipline Policy and Procedure. Employees will also have Union representation for issues regarding termination, lay-off and recall. Union

representation will be defined as shop steward, union executive or regional representative.

ARTICLE 3 - TRIAL PERIOD

- 3.01 In cases of new workers being employed, thirty (30) 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, two (2) times per year for employees to tell Human Resources of their desire to transfer to other operations. First consideration will be given to these applicants prior to any new hires. The "Employer" reserves the right to determine who fills the position. The notice period will be the first ten (10) days after the Year End Vacation and the first ten (10) days after the Annual Vacation.

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 ½) 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 ½) 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 initialed 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 Union Engineer, trained in using GSD (General Sewing Data) and having prepared its own GSD Analysis of the operation concerned.
- The "Employer" will provide the Union Engineer with a video of the operation concerned, or allow the Union Engineer to video the operation concerned. The videos will remain the property of Copley Apparel Group and will not be copied or shown to any other company.

- 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 restudy of the rate or standard is required applying GSD (General Sewing Data) procedures where applicable.
- 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 restudy 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 restudy 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 GSD (General Sewing Data) procedures 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 29.
- 6.15 b) The Impartial Arbitrator appointed in accordance with the provisions of Article 29 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"),

6.22 After December 1, 1999, there will be no new subsidies created.

ARTICLE 7 - WAGES

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

a) Effective April 28, 2000, twenty (\$0.20) cents per hour increase based on the rates in force April 27, 2000.

The hourly rate due as of April 28, 2000 for an hourly rated employee shall be considered as his basic hourly rate.

b) Effective December 1, 2000, twenty (\$0.20) cents per hour increase based on the rates in force November 30, 2000.

The hourly rate due as of December 1, 2000 for an hourly rated employee shall be considered as his basic hourly rate.

c) Effective December 1, 2001, twenty (\$0.20) cents per hour increase based on the rates in force November 30, 2001.

The hourly rate due as of December 1, 2001 for an hourly rated employee shall be Considered as his basic hourly rate.

d) Effective December 1, 2002, fifteen (\$0.15) cents per hour increase based on the rates in force November 30, 2002.

The hourly rate due **as** of December 1, 2002 **for** an hourly rated employee shall be considered as his basic hourly rate.

e) All increases will be incorporated into the hourly 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 average hourly earnings and existing 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 hourly rates, average hourly earnings 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 Human Resources 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", as per Article 23.11.

However, should extended vacation or leave on compassionate grounds be required, permission will not be unreasonably withheld, as per Article 23.11. The burden of proof will be the responsibility of the employee.

- 11.02 Each employee shall receive vacation pay as follows:
- a) 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.

- b) 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.
- c) An employee hired before December 1, 1992, 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, calculated on the gross weekly earnings from the nearest pay period to June 1 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.
- d) 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.

11.03 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 preceding period from June 1 of the preceding year to May 31st of the current 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 preceding period from June 1 of the preceding year to May 31st of the current year, be of a duration of more than thirteen (13) weeks, then he shall receive:
 - i) for the first week, an amount calculated as 39 hours times the average hourly rate:
 - ii) for the second and third weeks, an amount calculated at 4% of the gross wages from June 1st of the previous year to May 31st of the current year.
- 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) week's 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) week's vacation pay subject to the minimum standards of the Employment Standards Act. 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" will observe a Year End Vacation. 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.
- 12.02** Payment for the Year End Vacation will be as follows:
- a) For those employees with less than one year of service at December 24 with the Company and less than three (3) years of UNITE membership will receive no payment for the Year End Vacation.
 - b) For those employees with less than one year of service at December 24 with the Company and three (3) years or more of UNITE membership will receive two (2%) per cent of their earnings from their hire date to November 30.
 - c) For those employees having completed one year of service but less than five (5) years at November 30 with the Company, will receive two (2%) per cent of their gross earnings in the preceding period of December 1 to November 30, to a maximum of 39 hours times their statutory average as determined in the period July to October, as per clause 8.01(b).
 - d) For those employees having completed five (5) years or more as at November 30 with the Company, will receive a Year End Vacation payment equal to 39 hours times their statutory average as determined in the period July to October, as per clause 8.01(b).
- 12.03** 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 preceding twelve month period, or December 1 to November 30, 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 preceding twelve month period, or December 1st to November 30th, be of a duration of more than thirteen (13) weeks, then he shall receive two (2%) per cent of his total gross earnings from the nearest pay period to December 1st of the previous year to the nearest pay period to November 30th of the current year.
- 12.04 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.
- 12.05 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.
- 12.06 The "Employer" shall give to eligible employees the Year End vacation pay on the pay day immediately preceding Christmas Day.
- 12.07 In the event that an employee fails to return to work after the Year End vacation for the notice period required by Article 24, 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.
- 12.08 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.
- 12.09 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 an operation, section and/or department as a basis. Performance will also be considered when determining a lay-off. For a temporary lay-off the performance of employees with less than three (3) years service will be considered. For a permanent lay-off the performance of employees with less than one (1) year service will be considered. If the "Employer", after such lay-off shall again restore its forces, those employees laid off shall be employed in the order of their performance and seniority (in the reverse order of their lay-off) 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 24, 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 24.03 and 24.04 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 - PENSION AND GROUP RRSP

- 15.01 (a) Commencing September 1, 1998, the "Employer" shall make payments in respect of the Group RRSP in the amount of four (4%) per cent of the gross wages payable for each pay period to all employees of the "Employer".

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

- i Effective June 30, 2000, an addition of one quarter (1/4%) per cent;
- ii Effective June 30, 2001, an addition of one quarter (1/4%) per cent;
- iii Effective June 30, 2002, an addition of one quarter (1/4%) per cent; and
- iv Effective September 30, 2003, an addition of one quarter (1/4%) per cent

- (b) Such payments as contemplated above will be paid to Canada Trust no later than the 20th of the following month.

- 15.02 It is agreed that the financial institution mutually agreed upon to handle the Group RRSP will be Canada Trust. Canada Trust can be changed by mutual consent.
- 15.03 (a) The "Employer" shall furnish to the "Union" and/or Canada Trust, as the case may be, upon request, such information and reports as the "Union" and/or Canada Trust may require in the performance of their duties under any of the agreements and declaration of trust.
- (b) At the request of the "Union", an independent auditor, acceptable to both the "Union" and the Company 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 auditor accepted by the "Union" to determine whether the "Employer" is fully complying with the provisions of Article 15.01.
- 15.04 (a) The term "gross wages" as used in this section means all of the wages of the employees including statutory holidays and incentive bonuses, but shall not be applicable to the three (3) weeks summer vacation period.
- (b) 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.
- 15.05 In the event that an "Employer" shall fail to pay the contributions due under Article 15.01 and said default shall continue for a period of sixty (60) days, the "Union" may give written notice of the 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 15.01 above have been paid in full.

- 15.06 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.

ARTICLE 16 - BENEFIT FUND

- 16.01 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.
- 16.02 It is agreed that the Benefit Fund is in the process of being wound up and that a Company sponsored benefit arrangement will be put into effect.
- 16.03 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".
- 16.04(a) In respect of the Benefit Fund, 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 may, after the term of the coverages, as the trustees may reasonably determine.
- 16.04(b) 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.
- 16.05(a) The "Employer" shall furnish to the Trustees and/or the "Union", as the case may be, upon request, such information and reports as the Trustees and/or the "Union" may require in the performance of their duties under any of the agreements and declarations of trust.

- 16.05(b) At the request of the Trustees or the "Union", an independent auditor, acceptable to both the "Union" and the Company, 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 auditor accepted by the "Union" to determine whether the "Employer" is fully complying with the provisions of Article 16.03.
- 16.06 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.
- 16.07 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 as detailed in Article 16.03. 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 16.03 hereof (as the same may from time to time be modified according to the terms hereof) to be applied as set out in this article.
- 16.08(a) In the event that an "Employer" shall fail to pay the contributions due under Article 16.03 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 16.03 above have been paid in full. The remedy provided for in this sub-paragraph 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.

- 16.08(b) 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 16.03.
- 16.09 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.
- 16.10 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 16.03 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.
- 16.11 The negotiated amendments to the benefit provisions are as follows:

Dental Plan

Effective August 01, 2001	1997 ODA Schedule
Effective January 01, 2001	1998 ODA Schedule
Effective January 01, 2002	1999 ODA Schedule
Effective January 01, 2003	2000 ODA Schedule

• Drug Plan

Effective August 01, 2000
 Drugs which are not covered now
 Lifetime limit of \$10,000.00 covered at 50%
 One claim per year
 Benefits end upon termination or retirement

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 The "Employer" shall not send out to a contractor, profitable 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 The "Employer" will advise the "Union" when work is to be sent out to a contractor.

ARTICLE 19 - UNION LABEL

- 19.01 The "Employer" agrees to affix to the reverse side of the care/content label a copy of the UNITE label. This will be printed by the "Employer" with no charge from or cost to the "Union". The "Employer" will consult with the "Union" while this changeover takes place.

ARTICLE 20 - CHECK-OFF

- 20.01 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.
- 20.02 In the case of new employees, the "Employer" shall check off dues from date of hire.
- 20.03 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 21 - RIGHT OF DISCHARGE AND DISCIPLINE

- 21.01 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.
- 21.02 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 including a no-eating or drinking policy in the plant during lunch breaks, in which case the cafeteria and designated lunch areas will be used for such, and to enforce the use of the same;
- d) The jurisdiction over all operations, buildings, machinery, equipment shall be vested exclusively in the "Employer".
- e) The "Employer" reserves the right to transfer employees from one operation or department to another as a matter of discipline, subject to discussion with the "Union".
- f) The above functions shall be exercised in a manner consistent with and subject to the other provisions of the agreement.

ARTICLE 22 - NO STRIKE OR LOCKOUT

- 22.01 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.
- 22.02 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.
- 22.03 The Article shall not apply where the "Union" causes its members to discontinue work for the purpose of enforcing the provisions under Article 15 (15.01) as provided for in Article 15 (15.05).

ARTICLE 23 - ABSENCES OR BEREAVEMENT

- 23.01 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 Human Resources office 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.

23.02 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.

23.03 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.

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

23.05 (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.

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

23.07 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".

23.08 The "Employer" will pay lost wages for Jury Duty for a maximum of two (2) days.

23.09 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 Human Resources Office.

23.10 An employee returning to work on modified duties, with or without a doctor's certificate requesting such, will have a minimum performance expectation of 85% and will be compensated for such performance at 90% of the base rate for the job. This arrangement will be in effect for a maximum of 20 working days only, after which regular piecework will apply. During this 20-day period, no overtime working will be allowed.

This clause does not apply to an employee returning to work on modified duties, from WSIB or Maternity Leave.

23.11 The granting of authorized unpaid leave, extensions to the Annual Vacation or Year End Vacation, is at the sole discretion of the "Employer" and will be based on the following:

- a) Extended vacation if granted will not be more than five (5) working days. Applications for leave will not be considered until five (5) years service has been completed.
- b) No more than one (1) employee per section will be allowed the extended leave.
- c) Applications for the Annual Vacation will be accepted by the Human Resources office by March 15th. For the Year End Vacation, applications will be accepted by October 15th.
- d) Employees with the most seniority and not having had an authorized leave in the previous three (3) year period will receive first consideration.
- e) Once permission is granted, any further applications from the same section will not be considered.
- f) Leaves applied for at other times of the year based on compassion or marriage will be dealt with on an individual basis. In any circumstances, these leaves will not exceed fifteen (15) working days.

- 23.12 Length of time for all absences in regards to Benefits, Seniority and Employment is stipulated in Appendix 'A' - Absences/Benefit Chart.

ARTICLE 24 - SEPARATION FROM EMPLOYMENT

- 24.01 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.
- 24.02 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.
- 24.03 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.
- 24.04 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.
- 24.05 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 25 - PLANT REMOVAL

- 25.01 During the term of this agreement, the "Employer" may enlarge or move his plant or plants provided his relationship with the "Union" is maintained.
- 25.02 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".

- 25.03** If the "Employer" needs to re-organize the workforce, expand, downsize or close any of its facilities, the "Employer" will immediately set up an Adjustment Committee through the Industrial Adjustment Service. The "Employer" and the "Union" will mutually agree to the terms and conditions subject to the regulations of the Industrial Adjustment Service.

ARTICLE 26 - APPRENTICE TRAINING

- 26.01** 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 27 - PARITY OF ADVANTAGE

- 27.01** 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".
- 27.02** 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 28 - GRIEVANCE PROCEDURE

- 28.01** 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 29 - ARBITRATION

- 29.01 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.
- 29.02 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.
- 29.03 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.
- 29.04 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".
- 29.05 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 30 - LEGAL REPRESENTATION

- 30.01 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 31 - SEPARABILITY

31.01 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 32 - EDUCATIONAL FUND

32.01 Commencing on the pay period for the week ending December 8, 1998 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 for educational purposes only, calculated and balanced once per year for employees of the "Employer" who are members in good standing of the "Union".

ARTICLE 33 - GENERAL

33.01 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 34 - TERM OF AGREEMENT

34.01 The term of this agreement shall commence on the 1st day of December 1999 and shall terminate on the 30th day of November 2003.

34.02 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 2003, 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 8th day of November, 2000.

EMPLOYER

U''

Paul McWhinnie

Armando Caravaggio

Ken Spink

James Deane

Norma Coe

Connie Alves

Roy Nicholls

Domenica DiGregorio

Diane Rioux-Karolak

Peter Anderson

Rudi Trevisan

Appendix 'A
Absence /Benefit Chart

		Stop Date	Stop Date	Stop Date	Stop Date	Stop Date	Stop Date	Stop Date
Item	Start Date	Leave of Absence	Lay-off	Sickness	WSIB	Maternity Leave	Quit	Retire
Pension Contribution	after 6 months	immediately	immediately	immediately	immediately	immediately	immediately	immediately
Benefits Coverage	after 6 months	more than 15 working days	3 months	3 months	1 year	35 + 4 weeks	immediately	immediately
Employment	date of hire	more than 15 working days	recall up to 1 year	See Note #1	2 years	35 + 4 weeks	immediately	immediately
Seniority	date of hire, after probationary period ends	on the 16 th working day	recall up to 6 months	See Note #1	2 years	35 + 4 weeks	immediately	immediately

Note # 1: A doctor's certificate is required after five (5) days

Every month thereafter the employee shall provide a new doctor's certificate.

After two (2) months of absence without a doctor's certificate, the "Employer" shall request in writing by registered mail, a reminder to submit a doctor's certificate. If no answer is received within fifteen (15) days of such notice, then the employee will be deemed to have voluntarily quit.

After twelve (12) months, and no return to work, the employee will be deemed to have voluntarily quit.

Note # 2: Benefits coverage ends the day after employment ceases.

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.

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.

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.