
COLLECTIVE AGREEMENT

Between

BARMISH INC.

and

**UNITE ONTARIO COUNCIL
LOCALS 14, 83 AND 92**

MAY 1ST, 2000

to

NOVEMBER 30TH, 2003

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ARTICLE 1 - RECOGNITION

1.01 The Company recognizes the Union as the exclusive bargaining agent of all employees of Barmish Inc. in Metropolitan Toronto, Ontario, save and except supervisors, persons above the rank of supervisor, office and sales staff, designers, persons employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

ARTICLE 2 - USE OF TERMS

- 2.01 a) The feminine or masculine gender may be used interchangeably throughout this Agreement; wherever one gender is used, it shall be construed as meaning the other, if the facts so require.
- b) Wherever the singular is used, it shall be construed as meaning the plural, if the facts so require.

ARTICLE 3 - PURPOSE

3.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Union and the employees covered by this Agreement; to provide machinery for the prompt disposition of grievances and the negotiated working conditions set out herein. The Union recognizes that the business in which the Company is engaged is highly competitive and that the company must be able to maintain an efficient operation and improve itself in a strong, competitive market and the Union agrees to support the Company in obtaining these objectives and in meeting its overall objective of producing quality product.

ARTICLE 4 - UNIC

- 4.01 a) It shall be a continuous condition of employment with the employer that all employees shall be members of the Union in good standing, and that all future employees who come within

the scope of this Collective Agreement, shall become members of the Union following successful completion of their probationary period with the employer, and thereafter shall remain as such members in good standing.

- b) The Company will deduct from the wages of every employee in the bargaining unit, an amount equal to the monthly dues as prescribed by the constitution of the Union and shall transfer such monies to the Union Office monthly, not later than the fifteenth (15th) day of the month following the month for which such deduction is made. The Union shall supply the necessary forms to the company to facilitate the said check-off. The Union agrees to indemnify the company and hold it harmless against any and all claims which may arise in complying with the provisions of this Article.
- c) In order that the Company may have definite instructions as to what amount is to be deducted for monthly dues, it is agreed that the Union shall promptly notify the company, in writing, over the signature of its designated officer, of the amount of deduction to be made by the Company for regular monthly Union dues, and the Company shall have the right to continue to rely on such written notification until it receives other written notification from the Union signed with the same formality.
- d) The Company shall provide the Union with information relating to the following matters for employees with the bargaining unit, on a half-yearly basis: a list of employees, showing their names addresses and classifications, ranked according to seniority, together with their average wages.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively within the rights of the Company and its management. There shall be no attempt by the Union or

Board of a Arbitration or Arbitrator to read into the provisions of this Agreement a principle or authority whereby the process of collective bargaining has in any way usurped the rights of Management. Without limiting the generality of the foregoing, the Company's rights include the right to:

- a) Maintain order, discipline, and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices to be obeyed by its employees; to discipline and discharge seniority employees for just cause and to discipline and discharge probationary employees for any reason at the discretion of the Company;
- b) Select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend employees, and to retire employees; to **plan**, direct and control operations; to select and retain employees for positions excluded from the bargaining unit; to transfer employees into the bargaining unit;
- c) 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 direct the working forces; to schedule operations and production; to determine the work to be done; to sub-contract work; to determine the number of shifts, the methods, processes and means of production and job content requirements; to establish job qualifications; to establish and maintain cost reduction methods and techniques; to establish quality and quantity standards; to use improved or changed methods, machinery and equipment; to decide on the number of employees needed by the Company at any time and how many shall operate or work on any job, operation, machine or production group; to determine the number of hours to be worked, starting and quitting times and whether there shall be overtime work and who, (subject to Article 20.2 c)) shall perform such work; to establish a piece-work, incentive or a bonus plan and if an employee will be paid by the hour or on

piece-work or according to a bonus or incentive plan; to determine safety, health and property protection measures and to enforce use of same; to place production and maintenance work with outside contractors; and generally the right to manage the enterprise and **its** business without interference are solely and exclusively the right of the Company;

- d) The sole and exclusive jurisdiction over all operations, buildings, machinery, equipment, shall be vested in the Company.

Failure by the Company to exercise any of its Management rights at any time shall not be considered to be an abandonment of such rights.

Management will not exercise its rights hereunder in a manner contrary to any express provision of this Agreement.

- 5.02 The Company's right to contract out work will be exercised in accordance with the following:

Subject to the following no employee who has completed his or her probationary period will be laid off as a direct result of the Company contracting out work.

Notwithstanding the foregoing it is recognized that the Company has the right to contract out in order to meet delivery requirements of the customer.

For example, if the Company must deliver 2500 units to a customer by a specific date and the Company can only produce 1500 units by that time the Company can contract out the remainder, i.e., 1000 units, even though lay-offs may result immediately after the delivery date. Such lay-offs shall be deemed to not be the direct result of contracting out.

ARTICLE 6 - NO DISCRIMINATION

- 6.01 The Company and the Union agree there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any of the employees for reason of membership or lawful activity in a union, race, creed, colour, sex, marital status, sexual orientation, religion, nationality, ancestry or place of origin.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 The Union undertakes and agrees that while this agreement is in operation, neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sit down, slow down, or any suspension of or stoppage of or interference with work or **production** which shall in any way affect any of the operations of the Company, and that there shall not be any sympathy strikes or secondary boycotts and the Company agrees that it will not engage in any lock-out while this Agreement is in operation.
- 7.02 The word "strike" and the word "lock-out" as used in Article 7.1 above shall have the same meaning given to those words as in the Ontario Labour Relation Act, 1995, S.O. 1995 c. 1.
- 7.03 It is agreed that during any suspension of work for any cause, the Company's property and equipment shall be left in good condition by the employees and that work in process shall be completed and that equipment shall be shut down correctly without damage,

ARTICLE 8 - UNION REPRESENTATION

- 8.01 a) The Company recognizes the right of the Union to appoint or select a negotiating committee comprising not more than four (4) seniority employees selected to represent the areas set out hereunder, and will recognize and deal with such committee with respect to negotiating the renewal or modification of this

Agreement at the proper time. The areas referred to above are as follows:

Sewing	three (3) committee persons
Pressing, including	one (1) committee person
Receiving, Shipping	

- b) The Company acknowledges the right of the Union to appoint **or** otherwise select one (1) plant chairperson and four (4) committee persons who shall be seniority employees, in accordance with the following: each must be an employee of the department or group of departments which he has been designated to represent. Such departments or groups of departments referred to above are as follows:

Sewing	three (3) committeepersons
Pressing, including	- one (1) committeeperson
Receiving, Shipping	

- c) It is recognized and agreed that the prime obligation of members of the Committee is to perform their regular and principal duties in connection with their employment and that only such time as is necessary will be consumed by such persons during working hours in order to perform their functions as committeepersons. Therefore, before leaving his regular work, a committeeperson must request and obtain the permission of his foreperson and, if requested, shall explain to the foreperson the purpose of the request.
- d) When a foreperson grants a committeeperson's request the Company will compensate the Committeeperson for time lost from work in meeting with a representative of the Company. Such compensation shall be at the Committeeperson's straight time minimum hourly rate of pay exclusive of any premiums. Such compensation will not be paid for time spent in connection with arbitration or negotiations nor for time spent outside of the Committeeperson's regular straight time working hours.

- e) There will be no Union activity on the premises of the Company during working hours except as specifically permitted by this Agreement or by the Company in writing.

ARTICLE 9 - VISITS TO EMPLOYEES

- 9.01 A duly authorized officer or representative of the Union will be permitted, after making the arrangements as set out herein, to have access to a meeting place to be designated by the Company for the purpose of dealing with a complaint or grievance. The Union officer or representative shall telephone the Plant Manager and make prior arrangements for a suitable date and time for such visit. When it is necessary for such officer or representative to view an area of the plant in which employees covered by this Agreement are employed in order to understand the subject matter of the complaint or grievance, he will be escorted to that area for such purpose. At such time, he shall comply with any safety or other regulations.

In addition to and subject to the foregoing such Union representative will be provided access to the employee cafeteria for one-half (½) hour every week.

- 9.02 Where the company feels abused by such shop visits, the Company shall withhold permission and call upon the manager of the Union. Where disagreement occurs, the parties may apply for Arbitration.
- 9.03 When the Plant Manager summonses an employee to a meeting for the purpose of imposing discipline on that employee, a committee person shall be summoned and be in attendance at such meeting. In addition, all questions, concerns and general communication with respect to the interpretation, administration, or alleged violation of the Collective Agreement, shall be with the Plant Manager, or his designate,

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

10.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss his complaint with his supervisor. Such a complaint must be brought to the attention of the supervisor within ten (10) working days of the incident giving rise to the complaint. The supervisor shall state his decision verbally within three (3) working days of receiving the complaint.

Step No. 1

Should the employee be dissatisfied with the supervisor's disposition of the complaint, he may, with the assistance of his chairperson refer such matter on a written grievance form to his supervisor who shall answer the grievance in writing within ten (10) working days. The complaint shall constitute a formal grievance at Step 1 and must be filed within ten (10) working days of receipt of the reply of the supervisor to the complaint. The grievance shall specify the article or articles and subsections of the Agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the employees.

Step No. 2

Should the employee be dissatisfied with the disposition of the grievance at Step 1, the grievance may be referred to the Plant Manager who shall answer the grievance in writing within five (5) working days. The grievance must be filed with the Plant Manager or his designate within five (5) working days of the receipt of the supervisor's reply at Step 1.

Step No. 3

If no settlement is reached at Step 2, the chairperson, Union business agent and representative of management shall meet within five (5) working days, or a time mutually agreed upon, to discuss the grievance. The Company will give its answer within five (5) working days.

- 10.03 If settlement of the grievance is not reached at Step 3, the grievance must be referred by the party having carriage of the grievance to an Arbitrator as provided in Article 11 below, at any time within ten (10) days after completion of Step 3.
- 10.04 The time limits and other procedural requirements set out in Articles 10, 11, 12, 13 and 24 are mandatory and not merely directory. Therefore, in the event that any step or process set out in Articles 10, 11, 12, 13 and 24 is not taken within the time limit, by the grievor or the Union, the grievance is deemed to be abandoned and settled on the basis of the Company's last reply unless a delay date has been mutually agreed upon in writing.

ARTICLE 11 - ARBITRATION

- 11.01 a) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing to the other party of the Agreement and shall contain the name of the Arbitrator next on the list. The party delivering the notice shall then have the responsibility of contacting the Arbitrator within five (5) days after the date of the notice to determine available dates which will then be communicated to the other party. The parties shall then agree on a date which is acceptable to themselves and the Arbitrator within the next five (5) days.
- b) As provided for in Article 11.1(a), the party delivering the notice to arbitrate shall indicate in the notice the Arbitrator for that grievance from the following list:
1. Gerald Charney
 2. Susan Tacon

It is understood and agreed that following ratification of this Agreement, the arbitrators will be selected in the order they appear on the list above, starting with the top of the list and moving to the bottom in the order that notices to Arbitrate are received.

- 11.02 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.03 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 11.04 Each of the parties to this Agreement shall bear the fees and expenses of their witnesses and the fees and expenses of the chairperson shall be shared equally between the parties.
- 11.05 The Arbitrator shall not be empowered to make any decision inconsistent with the Provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement,
- 11.06 The decision of the Arbitrator shall be final and binding on both parties as well as upon all employees affected.
- 11.07 If either party intends to allege estoppel, ambiguity or discrimination, at Arbitration, such party shall furnish the other party with particulars in writing at least two (2) weeks prior to the date upon which the arbitration hearing is scheduled.

ARTICLE 12 - UNION POLICY GRIEVANCE OR COMPANY GRIEVANCE

- 12.01 A Union policy grievance or a Company grievance must be submitted to the Company or the Union, as the case may be, in writing within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance. The Company or the Union, as the case may be, shall give its written decision within five (5) days after such meeting has been held.

12.02 If the decision is unsatisfactory to the grieving party, the grievance may be submitted to Arbitration within ten (10) days of the delivery of such written decision and the arbitration section of this agreement shall be followed.

ARTICLE 13 - DISCHARGE CASES

13.01 A claim by a seniority employee that he has been unjustly discharged shall be treated as a grievance and shall commence at Step 3 of the Grievance Procedure. Such grievance must be in writing and must be filed with the Plant Manager within seven (7) working days of the discharge. A seniority employee who is discharged while at work will have an opportunity to consult with the shop chairperson, without pay for a reasonable period of time not exceeding one-half (1/2) hour.

ARTICLE 14 • SENIORITY

- 14.01 a) For employees within the bargaining unit hired by the Company prior to May 1, 1991, seniority is the length of uninterrupted service that an employee has within the Company.
- b) For employees within the Bargaining unit hired by the Company after May 1, 1991, seniority is the length of uninterrupted service with the company within the bargaining unit.
- c) For employees not within the bargaining unit and hired by the Company prior to May 1, 1985, and who are transferred into the bargaining unit, seniority, is the length of uninterrupted service that an employee has within the Company.
- c) For employees not within the bargaining unit and hired after May 1, 1985, and who are transferred into the bargaining unit, seniority is the length of uninterrupted service within the bargaining unit of the Company.

- 14.02 The Company agrees to post a seniority list on the company bulletin boards which is updated every three months. In order to clarify in which classification each employee works, the seniority list shall include full and accurate information about the individual's classification.
- 14.03 An employee shall be considered a probationary employee until he has been employed by the Company for ninety (**90**) days of active employment. During such probationary period he will have no seniority rights, however on the successful completion of the foregoing probationary period he will become a seniority employee and will be credited with three (3) months' seniority. During this probationary period, any employee will be considered as being employed on a trial basis and may be terminated where the employee is considered to be unsuitable. The termination of a probationary employee can be based on a lesser standard than that of a seniority employee, should generally be at the discretion of the Company, and should only be changed by an arbitrator where the Company has no reasonable basis for its decision.
- 14.04 The employee will be informed of their **job** classification upon completion of their probationary period.
- 14.05 It shall be the duty of the employee or laid off person to notify the Company office promptly of any change of address or telephone number. If an employee or laid off person should fail to do this, the Company will not be responsible for the failure of a notice to reach him and any notice sent by the Company by registered mail to the address which appears on the Company's personnel records and/or telephoned to the telephone number which appears on the Company's personnel records, shall be conclusively deemed to have been received by the employee or laid off person.
- 14.06 Seniority rights and employee benefits will cease and the employee shall be deemed terminated for any of the following reasons:
- a) If the employee voluntarily quits;
 - b) If the employee is discharged for just cause;

- c) If the employee is absent from work for three(3) working days without securing a leave of absence, unless a reason satisfactory to the Company is supplied;
- d) If the employee reaches the age of sixty-five (65), at which point the employee shall retire;
- e) If an employee has been on lay-off and fails to return within five (5) working days after he has been notified to do so by registered mail by the post office, to his last known address with the Company, unless a reason satisfactory to the Company is supplied;
- f) If an employee is on lay-off for twelve (12) consecutive months, or the length of his/her seniority, whichever is less;
- g) If an employee fails to return to work on the due date after expiry of a leave of absence, unless a satisfactory reason is given to the Company;
- h) Disabled Employees;

An employee who is no longer able to perform the normal required work on his/her job within a classification due to a disability, but is nevertheless able to perform other duties, or an employee who has incurred a permanent disability may, by agreement by the employer and the Union, be assigned to or retained at an operation within his/her capacity at the prevailing rate of pay for such work. It is further agreed that the employer and the Union have a mutual obligation to attempt to accommodate such persons to the point of undue hardship as required by the Ontario Human Rights Code, and that the employer shall not terminate such an employee until after such time as accommodation has been considered.

14.07 Disability Leave

A seniority employee who because of illness or injury, whether work related or not, requires absence from work shall provide the company with proper evidence of the nature of such illness or injury including the anticipated time the employee is expected to be absent. Upon request of the Company the employee shall sign a direction to his or her attending physician to furnish the Company appointed physician with a full medical diagnostic report and assessment of the employee's condition including prognosis for recovery. The employee shall **furnish** similar supplementary medical evidence of such disability when requested by the Company.

Before an employee on disability leave may return to work, he must satisfy the Company that he is able to safely and competently perform the work required. If required by the Company, the employee's physician shall fully discuss the employee's condition with a physician designated by the Company. In such case the employee shall sign a written authorization directing his/her physician to fully discuss the employee's condition with a physician designated by the Company.

An employee on sick leave or on disability leave shall continue to accumulate seniority until such time as their employment may be terminated in accordance with article 14.06 h) or in any other manner.

If the Company requests a medical letter from an employee, the Company shall reimburse the employee for costs incurred above amounts covered by OHIP, to a maximum of twenty dollars (\$20) per request. Proof of payment or invoice must be provided to the Company.

14.08 The company agrees to furnish the Union, and a shop steward designated by the Union, the following lists on a monthly basis:

- a) Employees each month who become eligible for membership in the Union, together with information with respect to classification and wage rates for those employees;

- b) Employees who become ineligible for membership in the Union;
- c) Employees proceeding on maternity leave or personal leave of absence.

14.09 The Company agrees to furnish the Union on a verbal basis the following information on a monthly basis;

- a) Internal transfers;
- b) Downgrades and up-grades.

ARTICLE 15 - DIVISION OF WORK

15.01 When there is not sufficient work for all employees in a section, the company will endeavour to distribute the available work equitably among the employees in the section provided there is a minimum of four(4) hours of work available for each employee in the section for such day or days.

15.02 When the Company considers it advisable to reduce the workforce in the plant, such reduction shall be on sectional basis, and accordingly the most senior employee(s) in the section will be retained at work and the most junior employee(s) in the section will be laid off from the plant provided such senior employee(s) is fully qualified to competently and efficiently perform all the work required without any training.

15.03 When the Company considers it advisable to recall seniority employees from lay-off, such recall shall be on a sectional basis and accordingly the most senior employee laid off from the section will be recalled provided such senior employee is fully qualified to competently and efficiently perform all the work required without any training.

15.04 No employee will be transferred to another department without their consent.

15.05 Employees who are under notice of lay-off, who are on lay-off, in a lower classification shall be recalled to vacant positions in their own departments before such positions are filled by other new employees. An employee will be recalled if they have sufficient ability to perform all the work required.

15.06 To the extent practicable, the company shall maximize cross training opportunities for employees.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 "Leave of absence" shall mean an absence from work requested by an employee in writing and consented to by the Company in writing. All requests for personal leave of absence shall be made to the Plant Manager in writing by the employee concerned and a letter shall indicate in full the reason for requesting the leave of absence. Any leave granted shall be in writing covering a specified period of time. The granting or withholding of a leave of absence shall be in the sole discretion of the Company and shall be without pay or any other form of compensation and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing.

16.02 Notice of Leave of Absence (See attached Appendix I)

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 a) When a member of a non-probationary employee's immediate family (means current spouse, brother, sister, mother, father and child) dies, the employee shall be entitled to a leave of absence of up to three consecutive days (or such fewer days as the employee may be absent) between, and including, the date of the death and the date of the funeral. The employee shall not suffer a loss of regular pay during such bereavement leave, but shall not be paid for any days of the bereavement leave which the employee would not have been scheduled for

regular work including, without limitation, a Saturday, Sunday, holiday, vacation, leave of absence, lay off, disability.

- b) When the mother-in-law, father-in-law, niece, nephew or grandparent of a non-probationary employee dies, the employee shall be entitled to a leave of absence of one day on the date of the funeral. The employee shall not suffer a loss of regular pay during such bereavement leave, but shall not be paid for any day of the bereavement leave which the employee would not have been scheduled for regular work including, without limitation, a Saturday, Sunday, holiday, vacation, leave of absence, lay off, disability.
- c) If a member of an employee's immediately family dies, and the funeral is to be held out of province, the employee may request an unpaid leave of absence, in addition to paid bereavement leave, to attend the funeral. Permission will not be unreasonably denied.
- d) If a member of an employee's extended family (uncle, aunt, brother-in-law, sister-in-law) dies, the employee may request an unpaid leave of absence of one working day to attend the funeral. Permission will not be unreasonably denied.
- e) Proof of death may be required by the Company. If the Company requires a death certificate from an employee, the Company shall reimburse the employee for the cost of the death certificate to a maximum of twenty dollars (\$20.00).

Additional unpaid bereavement leave of absence may be applied for under Article 16.01

ARTICLE 18 - AUTOMATION

18.01 It is agreed in principle that the Company will endeavour to avoid a worker being dismissed as a result of technological change,

ARTICLE 19 - REPORTING ALLOWANCE

19.01 Any employee ordered to report for work and who reports for work will be guaranteed four **(4)** hours' work or four **(4)**hours' pay at his minimum rate in lieu thereof. This provision shall not apply if work is not available because of circumstances beyond the control of Management, such as power failure, fire, boiler or other major equipment breakdown not susceptible to repair within a reasonable time, or the failure of other employees to report or to remain on the job. Such reporting pay shall be at the employee's minimum hourly rate exclusive of any premiums, add-ons, or anything else.

19.02 **All** employees will be considered called to work unless notified not to report prior to their regular starting time.

Where practicable the company will attempt to notify the employee the night before. The Company shall not be held liable if a reasonable effort is made to contact employees prior to their regular starting time at the telephone number on the employee's personnel file.

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

19.03 Subject to Article 19.1 hereof, in all instances of machine breakdown in excess of one-half (1/2) hour, an employee will be assigned to another job that is available and paid at his minimum hourly rate or piece-work earnings on the new job, whichever is higher, provided that he has notified his supervisor immediately.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

20.01 The provisions of this Article 20 are not to be interpreted as a guarantee of, or limitation upon, the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules but shall serve to assist the parties in the computation of regular pay and overtime pay.'

20.02 a) A week's work shall normally consist of forty (40) hours divided into five (5) working days from Monday to Friday inclusive.

Monday to Thursday - eight and one half (8½) hours and
Friday - Six (6) hours, or
Monday to Friday - eight (8) hours

b) Overtime Rates - Hours worked in excess of those set out in Article 20.2 (a) hereof shall be paid at the rate of time and one-half (1½). All hours worked on a Saturday shall be paid at the rate of time and one-half (1½). All hours worked on a Sunday shall be paid at the rate of double (2) time.

c) The Company will endeavour to allocate equitably the overtime work among the employees who are at work and who regularly and normally perform the major portion of the work allocated. In case of error an employee will be allocated overtime at the next available opportunity.

20.03 Breaks:

a) Employees shall receive a one-half (½) hour unpaid lunch period Monday to Thursday, or if Friday is an eight (8) hour day, also on Friday;

b) There will be a ten (10) minute break each morning Monday to Friday;

- c) There will be a ten (10) minute break each afternoon Monday to Thursday, except when Friday is an eight (8) hour day in which case there will be a ten (10) minute break also on Friday;

20.04 In a week in which a paid holiday is observed, employees shall on the Friday, receive a one- half (½) hour unpaid lunch break and work one (1) hour beyond the usual quitting time (i.e., an additional one-half (½) hour of work).

ARTICLE 21 - PROHIBITION OF HOMEWORK

21.01 It is agreed that homework of any kind given directly or indirectly is prohibited.

ARTICLE 22 - PAID HOLIDAYS

22.01 The following holidays will be granted with pay to all seniority employees who are entitled to such holidays in accordance with the provisions hereof:

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

When one (1) of the above holidays falls during a vacation, the qualifying employee will be paid for the holiday but will not receive a lieu day off.

22.02 Entitlement to the statutory holiday pay is dependent upon:

- a) The employee working the scheduled shift on the work day immediately prior to and the scheduled shift on the work day immediately following the holiday, unless the employee has secured the consent of the Plant Manager to be absent for all or part of such day or days, and
- b) The employee must have worked at least twelve (12) days during the last four (4) weeks immediately preceding the holiday.

22.03 Payment will be at the current hourly rate for time workers and the average hourly rate for piece-workers.

ARTICLE 23 • VACATION

23.01 Vacation will be as follows:

- a) An employee with less than one (1) year of continuous service with the Company as of June 30th of the year shall receive vacation with pay in accordance with the provisions of the Employment Standards Act.
- b) An employee with one (1) year but less than three (3) years of continuous service with the Company as at June 30th of the year, shall receive two (2) weeks' vacation with pay at four percent (4%) of his/her earnings for the twelve (12) months prior to such June 30th. The term "earnings" as used herein does not include vacation pay previously paid.
- c) An employee with three (3) years or more of continuous service as at June 30th of the year, shall be entitled to receive three (3) weeks' vacation with pay at six percent (6%) of his/her earnings for the twelve (12) months prior to such June 30th. The term "earnings" as used herein does not include vacation pay previously paid.

- d) An employee with fifteen (15) years of continuous service with the Company as at June 30th of the year shall receive four (4) weeks' vacation with pay at eight percent (8%) of his/her earnings for the twelve (12) months prior to such June 30th. The term of "earnings" as used herein does not include vacation pay previously paid.

23.02 Christmas Holidays

- a) Christmas Closing: The plant will be closed for the week between Christmas Day and New Year's Day for the year-end and Christmas holidays.
- b) Year-End Christmas Holiday Pay: Eligible employees receive two percent (2%) of annual earnings, which is equal to approximately one (1) week of pay. They also will be paid for Christmas Day and New Year's Day.

To be eligible, an employee must have been employed full-time for one (1) full year as of December 22nd. Those employees with less than one (1) full year's service but more than three (3) months' service will receive pay for Christmas Day and New year's Day.

ARTICLE 24 - INCENTIVES, PRICE SETTLEMENTS AND PRICE LISTS

- 24.01 a) The Union recognizes and agrees that it is the Company's prerogative to establish, and pursuant to paragraph (3) hereof to change, incentive standards from time to time on any job or jobs. The Union agrees that it will fully co-operate with the Company in respect of standards set by the Company and neither the Union nor any employee or employees will impose any restrictions or limitations on the production of an individual employee or group of employees in respect of any such standards.

- b) Standards are established in order that qualified, experienced employees may through extra effort and increased efficiency have an opportunity to earn pay in excess of the base rate for the job by producing product which meets the Company's quality standards in less time than called for by the standards.
- c) Either the Union or the Company shall have the right by notice in writing to require that any established piece-work rate or standard be re-studied. Upon receipt of such a notice the parties shall meet within seven (7) days, and shall endeavour within thirty (30) days of their first meeting to reach agreement on the piece-work rate or standard. Failing agreement the issue may be referred to arbitration as provided in this Article 24.01.
- d) Employees must correct errors on their own time.
- e) When the Company introduces a new rate or changes an existing rate, the Company will furnish the Union with a notice of the new or changed rate.
- f) When a new standard is established or an existing standard is changed the following will apply:
 - i) The Company **will** provide the Union with a copy of the time study sheet.
 - ii) If the Union **is** not satisfied, then upon the request of the Union, arrangements will be made to permit a representative designated by the Union to observe and check the operation on which the standard has been changed or the new standard established.
- g) Upon the request of the Union, the Company agrees to meet with the Union to discuss any new rates that the Company establishes.

- h) In the event that the Union cannot agree to the rate established by the Company, the union shall have the right to proceed to arbitration by giving notice to arbitrate in accordance with the provisions of Step 3 of Article 10. In order to proceed to arbitration on the issue of the new or changed rate, the Union must serve the Company with notice to arbitrate referred to in Article 10.3 within ten (10) days of the meeting referred to in Article 24.01 g) above. To the extent to which they are applicable, the provisions of Article 10 govern any arbitration that arises out of this Article 24.01h).
- i) The Union and the Company shall each select a person qualified to advise on industrial incentive standards and have them in attendance at arbitration to assist the arbitrator.
- j) The parties agree to share the costs of any arbitration that arises out of this Article 24.01.

ARTICLE 25 - WAGES

25.01 a) The following are the rates applicable to employees working on incentive May 1st, 2000:

Labour Grade	Classification	Minimum Guarantee for Employees After 1 year in the Position with the Company	Base Rate of 100% of Standard for Purpose of Calculation of Incentive/Earnings
1	Class III Sewing Machine Operator, Bar Tack, Sorters.	\$ 7.70	\$8.96
2	Class II Sewing Machine Operator	\$ 7.73	\$9.31
3	Class I Sewing Machine Operator, Hand & Cord Pockets	\$ 8.21	\$9.68
5	Top or Leg Presser	\$ 8.62	\$10.40

- b) All other piece-workers base rate to be, increased the equivalent of twenty (20) cents/hour May 1st, 2000.

25.02 a) The following are the rates applicable to employees working on incentive May 1st, 2001:

Labour Grade	Classification	Minimum Guarantee for Employees After 1 year in the Position with the Company	Base Rate of 100% of Standard for Purpose of Calculation of Incentive/Earnings
1	Class III Sewing Machine Operator, Bar Tack, Sorters.	\$7.80	\$9.16
2	Class II Sewing Machine Operator	\$7.83	\$9.51
3	Class I Sewing Machine Operator, Hand & Cord Pockets	\$8.31	\$9.88
5	Top or Leg Presser	\$8.72	\$10.60

- b) All other piece-workers base rate to be increased the equivalent of twenty (20) cents/hour May 1st, 2001.

25.03 a) The following are the rates applicable to employees working on incentive May 1st, 2002:

Labour Grade	Classification	Minimum Guarantee for Employees After 1 year in the Position with the Company	Base Rate of 100% of Standard for Purpose of Calculation of Incentive/Earnings
1	Class III Sewing Machine Operator, Bar Tack, Sorters.	\$7.90	\$9.36
2	Class II Sewing Machine Operator .	\$7.93	\$9.71
3	Class I Sewing Machine Operator, Hand & Cord Pockets	\$8.41	\$10.08
5	Top or Leg Presser	\$8.82	\$10.80

- b) All other piece-workers base rate to be increased the equivalent of twenty (20) cents/hour May 1st, 2002.

25.04 a) The following are the rates applicable to employees working on incentive May 1st, 2003 to November 30th, 2003:

Labour Grade	Classification	Minimum Guarantee for Employees After 1 year in the Position with the Company	Base Rate of 100% of Standard for Purpose of Calculation of Incentive/Earnings
1	Class III Sewing Machine Operator, Bar Tack, Sorters.	\$8.00	\$9.46
2	Class II Sewing Machine Operator	\$8.03	\$9.81
3	Class I Sewing Machine Operator, Hand & Cord Pockets	\$8.51	\$10.18
5	Top or Leg Presser	\$8.92	\$10.90

- b) All other piece-workers to be increased the equivalent of ten (10) cents/hour May 1st, 2003 to November 30th, 2003.

25.05 Time Workers

- a) The minimum guarantee for time workers after one (1) year in the position with the Company will be as follows:

Effective May 1 st , 2000:	\$7.74.
Effective May 1 st , 2001:	\$7.84
Effective May 1 st , 2002:	\$7.94
Effective May 1 st , 2003 to November 30 th , 2003:	\$8.04

- b) All time-workers will receive the following increases:

Effective May 1 st , 2000:	20 cents/hour
Effective May 1 st , 2001:	20 cents/hour
Effective May 1 st , 2002:	20 cents/hour
Effective May 1 st , 2003 to November 30 th , 2003:	10 cents/hour

ARTICLE 26 - BENEFITS

- 26.01 Notwithstanding anything to the contrary contained in this Agreement, the benefits and plans of insurance hereinafter referred to are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The terms of any contract, statute or regulation in respect thereof by any insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence of and extent of benefits and conditions.
- 26.02 The Company will contribute to the Toronto Dress and Sportswear Health & Welfare Fund monthly and not later than the 15th day of the following month an amount equal to one percent (1%) of the employees' earnings based upon the gross wages of the employees. In the event of default by an employer, the Arbitrator is authorized to require more frequent payment where the Employer has a record of late payments or where in the opinion of the Arbitrator other circumstance require more frequent payment. Payments to the Toronto Dress & Sportswear Health and Welfare Fund are to be forwarded to the Attention of Ms. Lisa Rosa, 15 Gervais Drive, Suite 700, Toronto, Ontario, M3C 1Y8.
- 26.03 a) In the case of an eligible employee who is not actively at work due to lay-off or disability (whether or not covered by Workers' Compensation) the Company will make its contributions to the foregoing benefits for the last month in which the employee is actively at work and for the first month of absence from work.
- b) In the case of an eligible employee who is not actively at work due to vacation the Company will make its contributions to the foregoing benefits for the period of the vacation to which the employee is entitled.

- c) In the case of an eligible employee who is not actively at work due to personal leave of absence the Company will make its contributions to the foregoing benefits for the last month in which the employee is actively at work.
- 26.04 a) The Company shall contribute three percent (3%) of the total wages payable for all bargaining unit employees to the UNITE Group RRSP to the benefit of the employees of the Employer. These benefits shall accrue to each of the employees based on their hours worked and the Employer shall maintain such records and submit them to the Union as is necessary to determine the amount of the employee's individual entitlement. The contribution amount will be remitted to the provider of the UNITE Group RRSP no later than the tenth (10th) day of the month immediately following the month that the monies come due.
- b) **Conditions of Payment:**
All monies payable to the Toronto Dress and Sportswear Industry Health and Welfare Fund shall be paid into the office of the Union not later than the fifteenth (15th) day of the month which said money be due. The Union shall have the right to examine the ledgers and accounts of the funds for the purpose of assuring itself that payments are made by the Company in accordance with the foregoing. It is further agreed that the Union may apply collection and/or arbitration procedures in order to affect collection of contributions overdue to the Fund and to the UNITE Group RRSP in case of delinquency beyond two (2) months.

In the event Arbitration procedures are required, the employer must abide by the decision of the arbitrator within forty-eight (48) hours of the said decision.

ARTICLE 27 - ESL

27.01 The Company will provide a facility for ESL (English as a Second Language) classes immediately after working hours.

ARTICLE 28 - BULLETIN BOARD

28.01 The Company will provide access to a bulletin board for the convenience of the Union in posting notices of Union meetings. All such notices must be signed by the proper officer of the Union and submitted to the General Manager of the Company for approval before being posted.

ARTICLE 29 - HEALTH AND SAFETY

- 29.01 a) The Company shall continue its practice with respect to maintaining a clean, safe working place for its employees and shall continue its practice of providing in the factory adequate sanitation, a satisfactory first-aid facility and a clean lunchroom. The Union recognizes and accepts the responsibility of the employees to treat these facilities with due and proper care.
- b) The Union, in consultation with the employees in the bargaining unit, shall appoint four (4) employees to its Health and Safety Committee. The Committee shall have all the powers and responsibility of a Health and Safety Committee under the Occupational Health and Safety Act, 1978. The names of the Committee members and their work locations shall be posted and kept posted in a conspicuous place or places where it is most likely to come to the attention of the employees in the bargaining unit. The Union agrees to cooperate with the Management of the Company in its endeavours toward improving working conditions by such means as education of employees on safe working habits, increasing safety and health of its employees.
- c) Employees concerned with matters of safety must immediately bring the problem to the attention of their supervisor.

- d) The Committee shall meet with the Company every three (3) months. In the event of an emergency the parties shall meet as soon as reasonably possible. The Committee and the Company shall discuss and attempt to resolve any problem concerning the health and safety of the employees.

ARTICLE 30 - DISCIPLINE AND DISCHARGE

- 30.01 No employee who has completed their probationary period shall be disciplined or discharged without just cause.
- 30.02 The company shall give the employee a copy of any warning letter.
- 30.03 If an employee so requests, a union steward may be present at a disciplinary meeting.
- 30.04 An employee who is discharged or suspended may file a grievance at Step 2 of the grievance procedure.
- 30.05 A disciplinary letter and/or suspension shall be removed from the official file of an employee upon the expiration of a period of twelve (12) months following the effective date of the disciplinary action, provided no other instances of disciplinary action in respect of the employee have been recorded during this twelve (12) month period.

ARTICLE 31 - UNION EDUCATION FUND

- 31.01 The Company will contribute one (1) cent per member per hour into the UNITE Education Fund.
- 31.02 Education Leave: Unpaid leave for shop stewards and other employees for Union education programs and Union business will be permitted upon prior approval by the Company. This leave will not be arbitrarily withheld, but would be conditional upon the amount of notice given the Company, the timing within the season, and the ease to which an employee can be replaced.

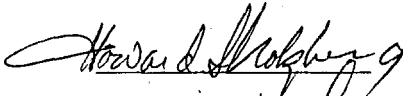
ARTICLE 32 - DURATION

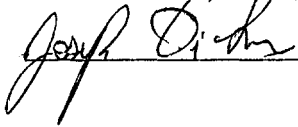
32.01 This agreement shall remain in force from May 1st, 2000 to November 30th, 2003, and shall continue in force from year to year, save and except that either party shall give in writing to the other party, at least sixty (60) days **but** not more than ninety (90) days before the termination date notice of their desire for changes or amendments to be included in a renewal Agreement.


Dated at Toronto, Ontario this 12TH day of OCTOBER 2000.

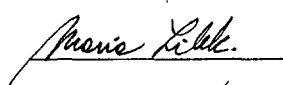
FOR BARMISH INC.

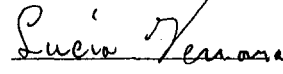
FOR UNITE ONTARIO
COUNCIL











APPENDIX I

DATE: _____

Notice Of Leave Of Absence

Department _____

Supervisor _____

Employee Number _____

Employee Name _____

Employee Operation _____

Please Check ():

Pregnancy _____ Sick _____ Personal _____

Date Leaving _____

Date Returning _____

CROWN LIFE PAYMENT:

1) Deduct from Pay in Advance _____

2) Deduct from Pay when Return _____

I understand that if I do not return on date specified for returning, and I receive no further written extension, my employment may be terminated, without further notice **to** me.

Employee Signature _____

Manager's Signature _____

Personnel Director's Signature _____

Copies to: Union
Company
Employee

**LETTER OF UNDERSTANDING WITH RESPECT TO HUMAN
RIGHTS**

Employees who believe that they have faced discrimination or harassment in the workplace shall follow the following procedure in raising their grievance:

1. Employees should first attempt to resolve such grievances by discussing their concerns with the individual who has caused the concern.
2. If discussions do not resolve the grievance, or if confidentiality is an issue, then the grievance shall be filed with the employee's supervisor, in accordance with Step 1 of the grievance procedure.
3. If referral to the employee's supervisor does not resolve the grievance, or if confidentiality from the supervisor is an issue, the grievance may begin at Step 2 of the grievance procedure,

Incidents will be examined and any individual or individuals found to be the perpetrator(s) of a discriminatory act or harassment will be subject to disciplinary sanctions.

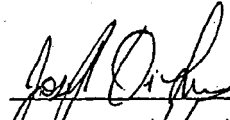
LETTER OF UNDERSTANDING RE. COMPANY PROPERTY

The Company and the Union agree that Company property, including bobbins, pressure feet and any other Company property, is not to be removed from the Company's facility.

The Company and the Union agree to co-operate in communicating the content of this Letter of Understanding.

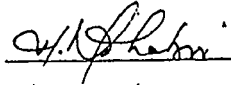
Dated this 12TH day of OCTOBER, 2000

For The Company



Howard Holberg

For The Union



Marie Little
Lucin Kenner

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