

COMPTE	comp		
DATE	01	12	01
TERME	03	11	30
NO. D'EMPLOYES	100		
NOMBRE D'EMPLOYES	2P		

COLLECTIVE AGREEMENT

Between:

DICKIES CANADA ^{KC} 60 OFF

-and-

**UNITED FOOD & COMMERCIAL WORKERS
LOCAL 175**

DEC 05 2001

TERM: December 1st, 2000 - November 30th, 2003

ENTERED

11470(03)

TABLE OF CONTENTS

Article 1	Recognition	1
Article 2	Management Rights	2
Article 3	Union Security	2
Article 4	Hours of Work	3
Article 5	Representation	3
Article 6	Grievance Procedure	4
Article 7	Arbitration	6
Article 8	No Strike/No Lockout	7
Article 9	Statutory Holidays	7
Article 10	Vacations	8
Article 11	New Employees	9
Article 12	Wages	9
Article 13	Job Posting	12
Article 14	Seniority	13
Article 15	Leave of Absence	14
Article 16	General	15
Article 17	Welfare	15
Article 18	Duration	16
	Appendix "A"	18
	Appendix "B"	18
	Schedule "A"	19
	Wage Scales	22

Letter of Understandings:

-	Warning Notices	25
-	Part Time Sample Employees	26
-	Temporary Employment	27
-	Oversize Bonus	28
-	Floats	29
-	Representation at Toronto Warehouse	30
-	Seniority to Apply in Toronto Warehouse	31
-	Grievance Procedure Toronto Warehouse	33

THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF DECEMBER, 2000.

BETWEEN:

DICKIES CANADA 
(Hereinafter called the Company)
Of the First Part

- and -

**UNITED FOOD AND COMMERCIAL WORKERS UNION
AND ITS LOCAL 175**
(Hereinafter called the Union)
Of the Second Part

WHEREAS the Parties desire to **co-operate** in the establishment of conditions within the industry which will tend to secure to the workers a living wage and to the Company a fair and adequate production and to provide a means for the orderly adjustment of disputes which may arise between the parties with a view to securing uninterrupted operation and for the objective of maintaining general stabilization of the industry.

BOTH parties entering into this Collective Agreement do hereby declare their approval of and **acceptance** of and agreement to abide by the following terms and conditions:

ARTICLE RECOGNITION

- 1.01 The Company agrees to recognize the Union as the **sole** and exclusive bargaining agent with respect to matters covered by the agreement for all employees of the Company at its plant and warehouse in Metropolitan Toronto and at its operations on 10th Avenue, Hanover, Ontario or any other location within ten (10) kilometers of the present location, engaged in cutting, operating, pressing, shipping, receiving, picking, packing and stockkeeping operations, save and except Operational Supervisors, Foremen, Foreladies and persons above the rank of Operational Supervisor, Foreman and Forelady and office, clerical, maintenance and sales staff.
- 1.02 The Company will, if requested, supply the Union with a list of employees acting in a supervisory capacity.

ARTICLE II MANAGEMENT RIGHTS

2.01 The Union acknowledges and agrees that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge for cause, direct, classify, transfer, promote, layoff, demote and suspend or otherwise discipline employees, and
- (c) generally, to manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing, determine the products to be manufactured, methods of manufacture, schedules of production, kinds and locations of machines and tools to be used, process of manufacturing, the engineering and designing of its products, the control of materials and parts to be incorporated in the product produced, the extension, limitation, curtailment or cessation of operations, and all other matters concerning the operation of the Company's business not specifically dealt with elsewhere in this Agreement.

ARTICLE III UNION SECURITY

3.01 The Company agrees that all employees covered by this Agreement shall, as a condition of employment and on completion of their probationary period, become and remain members of the Union.

3.02 The Company agrees during the term of this Agreement to deduct from each employee who has completed his probationary period an amount equal to the regular monthly Union Dues and a one-time Initiation Fee as indicated in writing by the Secretary Treasurer of the UFCW, Local 175. The one-time Initiation Fee and monthly Dues will be deducted from each pay proportionately and remitted to the Secretary Treasurer by the 15th day of the following month. An alphabetical listing of all employees and the amount deducted for each employee will be transmitted electronically on a monthly basis and forwarded to the Secretary Treasurer by the 15th of the following month.

3.03 In consideration of the deducting and forwarding of the Union Dues in accordance with the foregoing, the Union agrees to indemnify and save the Company harmless against any claim or liability arising out of or resulting from the operation of this Article.

- 3.04 The Union further agrees that in view of the Union Security provisions in this Agreement there will be no solicitation for membership, collection of Dues or other Union activities on the premises of the Company except as specifically permitted by this Agreement.

ARTICLE IV HOURS OF WORK

- 4.01 The present hours of work are 7 a.m. to 3:30 p.m. with a ½ hour unpaid lunch, Monday to Friday. Before making any changes to these hours of work for any group of employees, the Company will consult with the Union at least thirty (30) days prior to making such a change. It is understood, however, that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee as to the hours of work per day, the days of work per week nor as a guarantee of working schedules.
- 4.02 Authorized work performed in excess of eight (**8**) hours in a day or forty (**40**) hours in a week and authorized work performed on a Saturday or a Sunday by an employee whose normal work week is Monday to Friday will be paid at time and one-half (1 ½) the employee's regular straight-time rate of pay or time and one-half (1 ½) the employee's average earnings (if a pieceworker) whichever is applicable.
- 4.03 Employees shall, where possible, be given twenty-four (24) hours' advance notice of required overtime. It is understood, however, that where it is necessary to schedule overtime and such advance notice cannot be given employees shall be expected to co-operate in performing such overtime work, subject to their commitments.
- 4.04 There will be ~~two~~ (2) ten (10) minute break periods allowed each day, one (1) in the morning and one (1) in the afternoon.

ARTICLE V REPRESENTATION

- 5.01 The Union Executive will be comprised of a Chief Steward, Assistant Chief Steward and Recorder.
- 5.02 The Union shall keep the Company notified in writing of the names of its currently authorized members of the Union Executive and Departmental Stewards. No more than three (3) may be in attendance at any one meeting.
- 5.03 It is understood that members of the Union Executive and Departmental Stewards have their regular work to perform and that if it is necessary for them to service a

grievance during working hours they shall not leave their work without first obtaining the permission of the Factory Manager. In obtaining such permission a member of the Union Executive or Departmental Steward shall state his destination to the Factory Manager and report again to him at the time of his return to work.

- 5.04 A Departmental Steward (or union executive) will be present at the time that written discipline is imposed on the employee or that the employee is assigned to a transfer incentive job, provided that a Departmental Steward or union executive is in attendance. If a Departmental Steward or union executive is not in attendance the company may proceed with issuing the discipline or making the assignment. It is understood that non-compliance with this article will not affect the validity of the discipline or of the assignment.
- 5.05 **An** authorized representative of the Union may be admitted to the Company's premises on Union business providing permission, which shall not be unreasonably withheld, is first obtained from the Plant Manager or his delegate and further providing that such visitation does not interfere with operations.

ARTICLE VI GRIEVANCE PROCEDURE

- 6.01 For the purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.
- 6.02 It is understood that an employee has no grievance until he has first given the Assistant Manager a reasonable opportunity of adjusting his complaint. Where the grievance procedure is invoked it shall proceed in the following manner and sequence.

Step 1

The aggrieved employee, who may be accompanied by his steward if the employee wishes, shall present his grievance in writing to the Manager not more than five (5) working days after the circumstances giving rise to the grievance first occurred or originated. The grievance shall include the nature of the grievance, the remedy sought and the provisions of the Collective Agreement which are alleged to have been violated. The Manager shall deliver his decision in writing within seven (7) working days following the presentation of the grievance to him. Failing settlement:

Step 2

The Chief Steward shall, within three (3) working days after the decision in Step 1 is given, notify the Plant Manager in writing that the Plant Manager's written reply to the grievance is not satisfactory. Within five (5) working days after the delivery of the written notice from the Chief Steward, a meeting will be held between the President or his appointee and the Chief Steward, Assistant Chief Steward, Recorder/Departmental Steward or Grievor. A representative of the Union may be present at the request of either the Company or the Union and it is further understood that the President or his appointee may have such assistance as he may desire at such meeting. Failing settlement, the decision of the Company shall be delivered in writing within seven (7) working days to the Union.

- 6.03** Failing settlement under the foregoing procedure of any grievance between the parties, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) working days after the Company's decision under paragraph 6.02 is given the grievance shall **be** deemed to have been settled.
- 6.04** **It is** agreed that a policy grievance arising directly between the Company and the Union shall be originated between the Union Executive and the President of the Company or his appointee. Such a grievance must be filed in writing with the other party within five (5) working days after the circumstances giving rise to it first occurred or originated. The time limits set out in Step 2 shall appropriately apply. **No** matter which could be grieved by an individual employee shall form the basis of a grievance under this paragraph.
- 6.05** A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Company by the Union Executive within five (5) working days after the discharge is effected. A meeting will then be held in accordance with Step 2 and such special grievance may be settled under the grievance procedure or arbitration procedure by:
- (a) Confirming the Company's action in dismissing the employee;
 - (b) Reinstating the employee with or without **loss** of seniority rights and with or without full compensation for time lost; or
 - (c) By any other arrangement which may **be** deemed just and equitable.

- 6.06 Where more than one (1) employee have an identical grievance, they may be presented as a group grievance at Step 2 and the time limits for that Step shall appropriately apply.
- 6.07 The Company will recognize one (1) Steward in each Department which is not represented by the Chief Steward, Assistant Chief Steward or Recorder in Hanover.

Hanover Departments:

Press Room
Shirt Line
Pant Line
Small Parts Cutting Room
Jean Line

ARTICLE VII ARBITRATION

- 7.01 When either party request that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to the Agreement, and at the same time appoint a nominee; provided, however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario **shall** have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The ~~two~~ (2) nominees **so** appointed shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of ten (10) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.
- 7.02 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 7.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.05 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.

- 7.06 Each of the parties hereto will bear the fee and expense of the nominee appointed by it and the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board.
- 7.07 The time limits fixed in both Article 6 - Grievance Procedure and Article 7 - Arbitration are mandatory. However, any such time limit may be extended by consent of the parties to this Agreement.

ARTICLE VIII NO STRIKE - NO LOCKOUT

- 8.01 The Company agrees that during the term of this Agreement there shall be no lockout and the Union agrees that during the term of this Agreement there shall be no strike, slowdown or any other form of collective action that will interfere with or impair the Company's operations.

ARTICLE IX STATUTORY HOLIDAYS

- 9.01 Employees who have completed their probationary period shall be entitled to the following statutory holidays with pay:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Day Before Christmas Day
Christmas Day	Boxing Day.

- 9.02 Statutory holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at his regular straight-time rate of pay or his average piecework rate whichever may be applicable. An employee who is required to work on a statutory holiday shall be paid for such work at the rate of time and one-half (1 ½) the employee's regular straight-time rate of pay or time and one half (1 ½) the employee's average earnings (if a pieceworker, whichever is applicable) in addition to the statutory holiday pay the employee is eligible to receive for that holiday.
- 9.03 In order to be eligible for holiday pay the employee must work the full schedule on each of the working days immediately preceding and immediately following the holiday concerned except in cases of verified illness or layoff which does not exceed ninety (90) days or in the case of leave of absence which does not exceed ten (10) working days and is authorized by the Plant Manager.

9.04 When a statutory holiday falls on a Saturday or a Sunday the employees shall receive the following Monday as the holiday.

ARTICLE X VACATIONS

10.01 Employees shall be eligible for the following vacation entitlements:

- (a) all employees with less than one (1) year of continuous service as of July 1st in any year shall be entitled to vacation pay in the amount of four percent (4%) of their earnings for all time worked since their last employment;
- (b) all employees who have completed one (1) or more years of continuous service as of July 1st in any year shall be entitled to a vacation of two (2) weeks with vacation pay in the amount of four percent (4%) of their earnings during the prior vacation year;
- (c) employees with five (5) or more years but less than thirteen (13) years of continuous service as of July 1st in any year shall be entitled to a vacation of three (3) weeks with vacation pay in the amount of six percent (6%) of their earnings during the prior vacation year;
- (d) employees with thirteen (13) or more years but less than twenty-four (24) years of continuous service shall be entitled to a vacation of four (4) weeks with vacation pay in the amount of eight percent (8%) of their earnings during the prior vacation year.
- (e) employees with twenty-four (24) or more years of continuous service as of July 1st in any year shall be entitled to a vacation of five (5) weeks with vacation pay in the amount of ten percent (10%) of their earnings during the prior vacation year.

Effective December 1, 2002, employees with twelve (12) or more years but less than twenty-four (24) years of continuous service as of July 1st in any year shall be entitled to a vacation of four (4) weeks.

- 10.02 (a) Employees shall be entitled to their vacation in an unbroken period wherever possible subject to the understanding, however, that employees entitled to more than two (2) weeks of vacation may be required to take these weeks at a time or times other than with the first two (2) weeks.
- (b) By the end of January each year, the Company will post the dates of all statutory holidays listed in 9.01 for the year.

- 10.03 Employees whose employment is terminated by the Company shall be entitled to vacation pay in accordance with the foregoing.
- 10.04 Where a statutory holiday falls during an employee's vacation, his vacation period shall be extended by one (1) extra day.
- 10.05 Normally employees will receive the vacation pay to which they are entitled at the time of the summer shutdown. However, employees who are eligible for more than *two (2)* weeks of vacation in a year will, upon request, receive their vacation pay in respect of their third (3rd) or fourth (4th) week of vacation at the time those extra weeks are taken provided that:
- i) the week or weeks are taken in blocks of no less than five (5) consecutive working days; and
 - ii) the scheduling of the employee's extra **week(s)** has been approved by the Company prior to July 1.

ARTICLE XI NEW EMPLOYEES

- 11.01 **An** employee will be considered on probation and will not be subject to the seniority provisions of this contract until after he has completed 480 hours of work with the Company. Upon completion of such probationary period the employee's name shall be placed on the seniority list with seniority dating from the date the employee was last hired by the Company. Time spent on vacation shall not be counted towards completion of the probationary period.
- 11.02 The Company can terminate a probationary employee for any reason at any time during the probationary period provided that such termination is neither arbitrary discriminatory or in bad faith.
- 11.03 The Company shall notify the Chief Steward of the date of employment of all probationary employees within one (1) week of their starting to work for the Company.

ARTICLE XII WAGES

- 12.01 (a) The Company and the Union agree that Appendix "A" attached hereto forms part of the Collective Agreement and shall prevail during the term of the Agreement.

- (b) It is recognized and agreed that it is the exclusive right of the Company to set and institute methods, work assignments, and incentive rates based on time study or ~~pre-determined~~ data. It is also recognized and agreed that it is the right of the Company to revise such methods, work assignments, incentive rates and to install new methods, work assignments and incentive rates for any hourly rated occupations. The Company shall establish and the Union will co-operate in the introduction of proper piecework rates on as many measurable operations as possible.
 - (c) Where a supervisor makes a change to an employee's time sheet, the supervisor shall advise the employee of the reason for the change.
- 12.02 (a) Where new methods, work assignments, piecework or incentive rates have been instituted, or where methods, work assignments, piecework or incentive rates have been changed, or where an hourly rated occupation has been placed **on** piecework or incentive, a training period shall be instituted, the length of which shall be determined by the Company. During this training period, the employee concerned shall be paid at the rate of one hundred percent (**100%**) of the employee's average earnings for the previous month. After the above training period, a trial period of sixty (60) days' duration shall be put into effect. During this trial period the new or changed methods, work assignments, piecework or incentive rates shall not be contested by the employees nor by the Union.
- (b) If there is any question as to the feasibility of a new rate, the employee may contest the rate by filing a written grievance with the Plant Manager within a period of thirty (30) days following the termination of the trial period. During this period and until the grievance is finally settled, the new rate shall remain in force. If the rate is not contested during the above period, then it shall be deemed final and shall ~~be~~ fully accepted by both parties.
 - (c) In the event of a grievance concerning a new rate, the Union will have the right to check the rate with a qualified time study engineer from the Union. During the time between the filing of the grievance and the actual check by the Union engineer, normal discipline may occur. In the event that the rate is adjusted as a result of the Union engineer's check, the new rate will become effective the date of agreement between the Company and the Union engineer.
 - (d) The Company agrees to make available the following information and reports to the President of Local 175 and any elected Shop Steward:

- (i) Monthly Employee Averages
- (ii) Detailed Method Standard
- (iii) Elemental M.T.M. for Labour Standards.

The Vice-president of Local 175 may substitute in the absence of the President. The research and observation of these documents must first be approved by the Plant Manager or in his absence the Assistant Plant Manager.

- (e) Upon request, employees shall be provided with copies of the Quality Specifications Sheet and the Method Sheet for any job the employee is asked to perform.

12.03 Attached hereto and forming part **of** this Agreement is Schedule "A".

12.04 (a) Provided that there is sufficient work, the first job of an employee who has achieved piece **work** incentive will not be changed without the consent of the employee.

- (b) When an employee who has not worked on but has had training time on an assigned transfer incentive **job** within the last six (6) months is directed by the Company to work on that particular job, she will be given a **two** (2) hour familiarization period during which **she** will be compensated at the rate of eighty-five percent (85%) of her average piecework earnings. **The** transfer incentive rate shall be the start rate.

12.05 Should a worker have none of her regular work and is asked to do other work in preference to going home, and if she has averaged one hundred percent (100%) or more in the last four (**4**) weeks, she will be paid at a time of eighty-five percent (85%) of her average piecework earnings or the base rate whichever is greater. If she has not so averaged one hundred percent (100%) or more, she will **be** paid at the guarantee for pieceworkers as set out in Appendix "A". Should an operator be asked to leave her own work to help out on other work, such an employee shall receive one hundred percent (100%) of her average piecework earnings.

12.06 Should an employee shows **gross** inefficiency in other work than her regular work when such is not available, it shall be the prerogative of the Company to send the employee home until her regular work becomes available.

12.07 When machine breakage occurs, the operator shall inform her immediate supervisor and punch out. Where such operator is assigned to other work, or is asked by the Company to stand by while the machine is repaired, and if the operator has averaged one hundred percent (100%) for the last four (**4**) weeks she shall be

compensated for time lost during the breakdown at a rate of eighty-five percent (85%) of her piecework average or the base rate whichever is greater for the first two hours after the breakage occurs; for each subsequent hour the operator shall be compensated for time lost during the breakdown at a rate of one hundred percent (100%) of her piecework average or the base rate whichever is greater. If the operator has not so averaged one hundred percent (100%) or more, she shall be paid at the guaranteed rate of pieceworkers as set out in Appendix "A". Where such employee is assigned to work, in accordance with the foregoing, on a similar machine, the employee shall be compensated as enumerated above for the first sixty (60) minutes of such machine. After such period, the employee shall be placed on piecework.

- 12.08 When, during an interruption of the power supply to the factory, the Company requires employees to remain at work pending the restoration of the power, the employees will be paid for the time they are required to remain at work. Timeworkers shall be paid at their regular straight time hourly rate; pieceworkers shall be paid at one hundred percent (100%) of their average piecework earnings.
- 12.09 Piecework employees will be paid one hundred percent (100%) of their piecework average for all work time lost due to a fire drill scheduled by the Company.

ARTICLE XIII JOB POSTING

- 13.01 Should a job vacancy of a permanent nature occur in the plant employees shall be entitled to bid for the job. Where the skill, ability and job efficiency among employees bidding are relatively equal, the Company shall **select** the senior employee providing he has the qualifications and training to perform the work in question. The Company shall be obligated to consider bids on the initial vacancy only and not subsequent vacancies arising from the filling of the first vacancy. Vacancy under this paragraph shall be posted on the plant bulletin board for a period of two (2) work days.
- 13.02 **An** employee who is selected to fill a vacancy shall not be eligible to make a bid on another vacancy for a period of twelve (12) months.
- 13.03 Where a vacancy is not filled in accordance with 13.02 above the vacancy may be filled in the discretion of the Company; however, prior to hiring from outside the bargaining unit, the Company will consider providing training to the senior employee who applied for the vacancy where, in the Company's opinion, the training can be completed quickly and easily.

ARTICLE XIV SENIORITY

14.01 Employees shall attain seniority in accordance with Section 11.01 of the foregoing. For the purposes of this Article, seniority shall apply on a section basis.

14.02 (a) In the case of permanent layoff and transfer, the Company shall give consideration to both the employee's sectional seniority and his length of continuous service with the Company. Seniority shall be the governing factor in layoffs providing the remaining employees have the qualifications to perform the normal requirements of the available work.

(b) Provided that skill, ability and job efficiency are relatively equal amongst available employees, seniority shall prevail in the assignment of transfer incentive jobs.

14.03 A slack period shall be defined as consisting of a period of three (3) weeks. After three (3) weeks slack period, temporary layoffs shall commence in sections affected until a minimum of thirty-two (32) hours regular work is worked by each employee in that section. In the slack period where there is not sufficient work for all employees, the available work shall be divided as equally as possible among all employees, each in their own section. In case of permanent layoffs Section **14.02(a)** shall prevail. The provisions of this Section shall not apply where the slack period was a result of absenteeism or other causes beyond the control of the Company.

14.04 An employee shall lose seniority status and shall be deemed to have quit:

(a) if he quits voluntarily or is discharged for cause.

(b) if he fails to report for work on recall after a layoff within three (3) working days, unless he furnishes to the management an adequate reason for failure to do so within that time, provided that such loss of seniority rating shall not become effective until five (5) days notice has been given to the Union that such employee has failed to report for work or furnish an excuse for such failure; as a last resort the Company will dispatch a Registered letter to the individual at his last known address, provided he has not been contacted personally.

(c) if he is absent due to a layoff for a period in excess of one-half ($\frac{1}{2}$) of his accumulative seniority with the Company up to a maximum period but not exceeding twelve (12) months.

- (d) if he is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Company of such absence and providing to the Company a satisfactory reason.
- 14.05 (a) It is agreed that the seniority of the Chief Shop Steward shall prevail over all others in the case of permanent layoff within their own section.
- (b) In the case of temporary layoff the seniority of the Chief Steward shall prevail over all others.
- 14.06 Employees who are promoted from the bargaining unit to supervisory positions and who return to a position within the bargaining unit within one (1) year of their promotion shall be credited with all seniority previously accumulated within the bargaining unit. It is understood that no bargaining unit member shall be laid off as a direct result of the return to the bargaining unit of a supervisor in these circumstances.

ARTICLE XV LEAVE OF ABSENCE

- 15.01 The Company may, in its discretion, grant leave of absence without pay and without **loss** of seniority to an employee for personal reasons. **All** requests for such leave of absence shall be in writing.
- 15.02 In the event of a death in the immediate family of an employee covered by this Agreement, the Company agrees to grant time off and make up the employee's regular pay based on his straight time hourly base rate or average earning (if a pieceworker, whatever is applicable) for any absence up to a period of three (3) days for the purpose of making arrangements for or attending at the funeral. Immediate family shall mean father, mother, spouse, brother, sister, child, and grandchildren. Mother-in-law and father-in-law through marriage shall also be included as part of the immediate family. Spouse shall include a person of the other sex with whom an employee has been cohabiting in a conjugal relationship for three (3) or more consecutive years.
- 15.03 In the event of the death of a grandparent of an employee covered by this Agreement the Company agrees to grant time off and make up the employee's regular pay based on his straight time hourly base rate or average earnings (if a pieceworker, whatever is applicable) for any absence of one (1) day for the purpose of attending at the funeral.
- 15.04 Upon written request received at least four (4) weeks prior to the commencement of the proposed leave, the Company may, subject to the operational requirements

of the Plant, grant unpaid leave of absence to employees to allow them to attend to official Union business. The Company shall not arbitrarily deny a request for leave.

Total leave granted for the entire bargaining unit pursuant to this Article must not exceed ten (10) working days in a calendar year. No more than one (1) employee from each section may be granted time off pursuant to this Article for the same day or days.

15.05 **Pregnancy and Parental Leave**

An employee will be granted pregnancy or parental leave of absence in accordance with the provisions of the Employment Standards Act.

ARTICLE XVI GENERAL

16.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or because of his activity or lack of activity in the Union. The Company and the Union further agree, in accordance with the Ontario Human Rights Code, that they will neither practise nor condone conduct which violates that Code.

16.02 Where an employee reports for work at the regularly scheduled time for his/her shift he/she shall be entitled to a minimum of four (4) hours' work or pay based on his/her straight-time hourly base rate or average earnings (if a pieceworker, whatever is applicable) unless previously notified by the Company not to report for work. In order to qualify under this Section an employee must accept any available work. This provision shall not apply when the lack of work is due to conditions beyond the control of the Company or when the employee is returning to work following an absence.

16.03 The Company will provide a bulletin board or section of a bulletin board in a suitable location in the plant which may be used by the Union for posting notices of Union activities and related matters, No notice shall be posted without the prior approval of the plant manager whose approval shall not be unreasonably withheld

ARTICLE XVII WELFARE

17.01 The following benefits are currently provided to eligible employees by the Company. No benefits are paid until a person is a member of the UFCW, Local 175 for six (6) months and is employed by Dickies Canada for six (6) months:

- (a) **Sick Benefits:** Two-Thirds of earnings for the second week of illness (maximum (\$100.00)). If sickness continues beyond fifteen (15) weeks, five (5) weeks are paid at twenty-five dollars (\$25.00) per week. For people ineligible for UIC sickness benefit, seventy-five dollars (\$75.00) per week starting with the second week for a period of thirteen (13) weeks and a further seven (7) weeks at twenty-five dollars (\$25.00) per week will be paid.
- (b) **Death Benefits:** A death benefit of twenty-five hundred dollars (\$2,500.00) shall be paid to the estate or designated beneficiary of an employee who has completed her probationary period **and** who dies while employed in the bargaining unit.
- (c) **National Life E.H.C.:** Subject to 17.03, the monthly premiums for the National Life Extended Health Services Plan will be paid for persons who require such coverage **and** who apply for such coverage. The Company's sole obligation shall be the payment of the applicable premium. The Company may substitute another carrier for the plan provided that the overall level of benefits is not less than that of the current plan.

17.02 If the employee is certified fit to return safely to full time employment in the bargaining unit by a medical doctor and does return to such employment within one year of the commencement of her absence, for the purpose of the collective agreement, she will be credited with the seniority she accumulated prior to the absence. After a continuous absence of more than one year, the employee's seniority for all purposes shall be lost and she shall be deemed to have quit.

17.03 The Company will pay one-half of the monthly premium for the Extended Health Services Plan described in 17.01(c) on behalf of part time employees. Part time employees who wish to participate in the plan will be responsible for the other half of the premium.

17.04 Beginning with the year 2001, each calendar year the Company shall make a matching contribution of up to two hundred dollars (\$200.00) to a Registered Retirement Savings Plan on behalf of each employee who has completed at least ten (10) years of continuous service prior to December 31. Upon receipt of proof that the employee has made her contribution in the calendar year, the Company will make its contribution on her behalf no later than December 31.

ARTICLE XVIII DURATION

18.01 The parties herein agree that the term of the Collective Agreement shall be from December 1st, 2000 to November 30th, 2003, and shall continue automatically for annual periods of one (1) year each unless either party notifies the other in writing

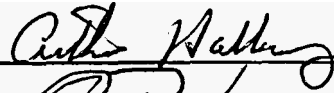

not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

18.02 Negotiations shall begin within fifteen (15) days following notification as provided in the preceding paragraph.


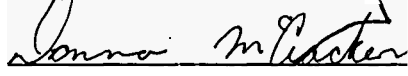
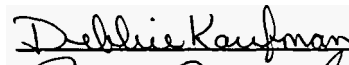
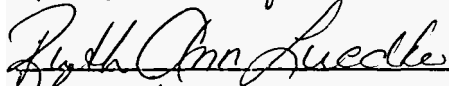
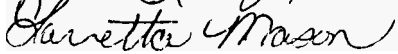
18.03 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement or the making of a new agreement prior to the expiration date, this agreement shall continue in full force and effect until a new Agreement is signed or until conciliation proceedings prescribed by law have been completed whichever date should first occur.

DATED at Hanover, this 15 day of August, 2001.

FOR THE COMPANY

FOR THE UNION

APPENDIX "A"

Starting Rates Applicable to all Employees

1. (a) The Start Rate and guaranteed minimum for pieceworkers shall be seven dollars and forty-five cents (\$7.45) per hour effective December 1st, 2000. Effective December 1st, 2001, the start rate and guaranteed minimum will increase to seven dollars and seventy cents (\$7.70). Effective December 1st, 2002, the start rate and guaranteed minimum will increase to seven dollars and ninety-five cents (\$7.95) per hour.
- (b) Employees hired back after having been dismissed by the Company shall receive the rate they enjoyed at the time of dismissal, provided they are employed on the same job they had previously, and their separation from the **job** does not exceed three (3) months. Pieceworkers shall be placed on piecework.
- (c) Effective December 1st, 2000, the Base Rate for pieceworkers will be increased to seven dollars and fifty-five cents (\$7.55) per hour.
- (d) Effective December 1st, 2001, the Base Rate for pieceworkers will be increased to seven dollars and eighty cents (\$7.80) per hour.
- (e) Effective December 1st, 2002, the Base Rate for pieceworkers will be increased to eight dollars and five cents (\$8.05) per hour.

APPENDIX "B"

Understanding that the operator has the primary responsibility of achieving acceptable standards, the Company agrees that in the event of a one hundred percent (100%) or above operator is less than eighty percent (80%) on other assigned **jobs**, the Company will review the operator's method and re-instruct the operator with a view towards improving the operator's performance.

SCHEDULE "A"

REFERRED TO IN SECTION 12.03 OF THE ANNEXED AGREEMENT

The Company and the Union recognize that it will be necessary to reorganize certain aspects of the Company's operations both with respect to implementing more modern methods and equipment. It is further recognized that such changes are not only in the interests of the parties to the collective agreement but will assist in providing greater opportunity to employees for increased earnings. In view of this understanding, the parties are agreeable to such a reorganization and will co-operate in such a program so as to establish training procedures, new and improved methods of equipment, review existing rate structures so as to reduce costs and turnover and provide a greater opportunity for an increase in average earnings while maintaining a competitive position in the market.

It is further agreed that in order to accomplish these goals the Company's program will include the following aspects:

1. A review of equipment and handling methods, plant layout and work flow.
2. The implementation of labour saving devices and methods.
3. The replacement of present rates with production standards established by legitimate time study and/or standard data practices including an incentive factor to be applied in addition to normal personal, fatigue and delay allowances.
4. Standardization and recording of job descriptions including time data for established standards.
5. The establishment of a training program for operators so as to reduce the present abnormal time that operators produce below the projected base rate.
6. Familiarization of management representatives in the principles of work study and methods of manufacturing arising out of the institution of this program.

In order that the implementation of the program described above shall provide a minimum of disruption and recognizing that it is impossible to forecast all of the problems which may arise during such program the following general practices or rules will prevail:

1. Present piece rates shall remain in effect until an operation has been studied, changed where necessary and new minute values established. Before new values go into effect, all the employees on the operation plus at least one member of the

Shop Committee and one member of management shall be called together. At this time a complete explanation of all phases of the operation will be made and employees will be given a list of all engineered time values and production standards. **Also** at this time an analysis will be made of each operator's present earning power and her improvement potential.

2. Where an operation is changed through equipment attachments, setup, or methods, a retraining period will be required for the operators involved. In many instances, this will occur prior to the establishment of the new piece rates and it would be unfair to expect the operators to work on the old piece rates. In other instances the retraining period will not be completed when the new rates go into effect so it would be unfair to expect operators to work immediately on the new rates. It is also apparent that the retraining period required will vary considerably from operation to operation depending upon the extent of change. Thus, it would be extremely unfair to establish one set of training guarantees to apply to all operations. For these reasons, the following general rules **will** apply:
 - (a) When a change is made in an operation prior to the establishment of the new rates the operator shall receive her previous six (6) months' average hourly earnings until the new rate is established.
 - (b) When the new rate has been established and there has been a change in equipment, set up attachments or methods on the operation, the operator shall receive incentive earnings plus a training allowance or diminishing bonus. The length of time of this allowance shall depend on the extent of changes involved.
3. Following any change in an operation or following the establishment of new rates, it is the Company's responsibility to make sure that normal job conditions are maintained and to work with individual operators toward the achievement of proper handling methods. It is the operator's responsibility to earnestly apply themselves and make every effort to achieve the potential earnings expected of them. If, after the new rates have been in effect without supplementary training allowance for a one hundred and twenty (120) calendar day period, any operator questions the fairness of a time value, it may be made a subject of grievance by the operator involved through the Union and must be in writing on the standard grievance form.

The Company and the Union agree that in the event any operator feels that the production values are improper a re-evaluation of the rates in question will be made according to generally accepted time study practice. If no objection has been made with respect to a given rate within a thirty (30) day period following the training period established by the Company the rate shall be considered permanent.

It is the Company's intention to eventually develop a plan for transfers on incentive which shall be discussed with the Shop Committee before it is implemented. The Company reserves the right, however, to install modified incentive plans as opposed to straight piecework for such transfer plans.

Where an operator assigned to two (2) jobs exceeds, on her second job, her monthly piecework average on her first job for three (3) consecutive months, and the operator so requests, her monthly piecework average for all subsequent months will be calculated on the basis of work done on the two (2) **jobs**.

WAGE RATES FOR TIME-WORKERS

EFFECTIVE DECEMBER 1, 2000

JOB CLASSIFICATION	START	AFTER 480 HRS.	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS
Float	\$7.50	\$8.15	\$8.25	\$8.35	\$8.50
Table Worker	\$7.50	\$8.10	\$8.20	\$8.30	\$8.45
Sweeper	\$7.50	\$8.22	\$8.32	\$8.42	\$8.57
Band Clipper	\$7.50	\$8.10	\$8.20	\$8.30	\$8.45
Packer	\$7.50	\$8.70	\$8.80	\$8.90	\$9.05
Spreader	\$7.50	\$8.25	\$8.35	\$8.45	\$8.60
Cutter	\$7.50	\$8.75	\$8.85	\$8.95	\$9.10
Service Worker	\$7.50	\$8.15	\$8.25	\$8.35	\$8.50
Receiver	\$7.50	\$8.35	\$8.45	\$8.55	\$8.70
Picker or Packer Toronto	\$7.50	\$8.20	\$8.30	\$8.40	\$8.55

WAGE RATES FOR TIME-WORKERS

EFFECTIVE DECEMBER 1, 2001

JOB CLASSIFICATION	START	AFTER 480 HRS.	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS
Float	\$7.75	\$8.40	\$8.50	\$8.60	\$8.75
Table Worker	\$7.75	\$8.35	\$8.45	\$8.55	\$8.70
Sweeper	\$7.75	\$8.47	\$8.57	\$8.67	\$8.82
Band Clipper	\$7.75	\$8.35	\$8.45	\$8.55	\$8.70
Packer	\$7.75	\$8.35	\$9.05	\$9.15	\$9.30
Spreader	\$7.75	\$8.50	\$8.60	\$8.70	\$8.85
Cutter	\$7.75	\$9.00	\$9.10	\$9.20	\$9.35
Service Worker					
Receiver					
Picker or Packer Toronto	\$7.75	\$8.45	\$8.55	\$8.65	\$8.80

25

WAGE RATES FOR TIME-WORKERS

EFFECTIVE DECEMBER 1, 2002

JOB CLASSIFICATION	START	AFTER 480 HRS.	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS
Float	\$8.00	\$8.65	\$8.75	\$8.85	\$9.00
Table Worker	\$8.00	\$8.60	\$8.70	\$8.80	\$8.95
Sweeper	\$8.00	\$8.72	\$8.82	\$8.92	\$9.07
Band Clipper	\$8.00	\$8.60	\$8.70	\$8.80	\$8.95
Packer	\$8.00	\$9.20	\$9.30	\$9.40	\$9.55
Spreader	\$8.00	\$8.75	\$8.85	\$8.95	\$9.10
Cutter	\$8.00	\$9.25	\$9.35	\$9.45	\$9.60
Service Worker	\$8.00	\$8.65	\$8.75	\$8.85	\$9.00
Receiver	\$8.00	\$8.85	\$8.95	\$9.05	\$9.20
Picker or Packer Toronto	\$8.00	\$8.70	\$8.80 \$8.80	\$8.90	\$9.05

LETTER OF UNDERSTANDING

RE: WARNING NOTICES

This will confirm our conversation concerning warning notices. Warning notices will be valid for a period of six (6) months after they are given, if no further discipline is given within those six (6) months, the warning notice will expire.

If you have any questions concerning this matter, please let me know.

DATED at Hanover, this 15 day of August, 2001.

FOR THE COMPANY

Arthur Walling

J. Beh

FOR THE UNION

K. Connolly

Anna M. Tucker

Debbie Kaufman

Ruth Ann Luedde
Janette Mason

LETTER OF UNDERSTANDING


RE: PART TIME SAMPLE PEOPLE


Agreement between the United Food & Commercial Workers, Local 175 and Dickies Canada Co.

1. Part time sample people will not work more than twenty-eight (28) hours per week.
2. Part time sample people will become Union Members after normal probationary period.
3. Some sample operations will be done in other sewing departments, due to type of equipment and style or fashion demands by sample people.
4. **Not** all samples will be made by sample people depending on quantity or style.
5. **Sample** people will receive one half (½) of all benefits according to the collective agreement. If no work is performed in a complete month, the employee shall pay their own benefits.
6. No more than six (6) employees shall be classified as part time.
7. Full time operators have priority on bidding before sample people.

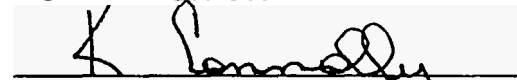
DATED at Hanover, this 15 day of August, 2001.

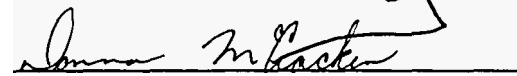
FOR THE COMPANY

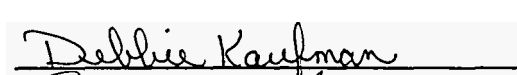


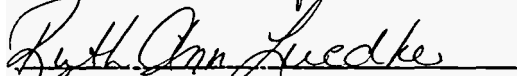



FOR THE UNION











LETTER OF UNDERSTANDING

RE: CONDITIONS OF TEMPORARY EMPLOYMENT

This document is to be considered employment policy in the matter of temporary employees, who replace members of Local 175 of UFCW because of approved leave of absence, pregnancy leave, etc.

As with all positions in the agreement, temporary employees must join the membership after twelve (12) weeks of continuous employment with the Company. However, the Company reserves the right to judge whether this employee is capable of meeting all job standards and requirements.

Based on this judgement, the Company will decide if the employee will be eligible for future full time openings, in accordance with the agreement, or will be terminated at the end of temporary employment.

Each new employee hired for leave of absence, pregnancy leave, etc., will be given a written notice, based on this agreement. The Company will notify the Union Chief Steward of all temporary employees hired and of the employees they are replacing.

DATED at Hanover, this 15 day of August, 2001.

FOR THE COMPANY

Arthur Helling

D. B. H.

FOR THE UNION

K. Kennedy

Jenna M. Cracker

Debbie Kaufman

Ruth Ann Luedke

Leuthe Mason

LETTER OF UNDERSTANDING

RE: OVERSIZE BONUS

This will confirm our agreement during negotiations that the oversize bonus will start at size 44 for pants and size 3XL for shirts.

DATED at Hanover, this 15 day of August, 2001.

FOR THE COMPANY

Arthur Halling

J. D. H.

FOR THE UNION

K. Connolly

Anna M. Baker

Debbie Kaufman

Ruth Ann Luedke

Janette Mason

LETTER OF UNDERSTANDING

RE: FLOATS


The parties agree to establish an incentive-pay system for floats. The incentive-pay system will apply when a float performs a job which is designated as an incentive-pay job for her. The Company and the Union will meet within twenty (20) days of the signing of this Letter to establish by mutual agreement a list of designated jobs for each float.


The incentive rate for the designated jobs for each float will be:

fifty percent (50%) of the applicable piecework value plus twenty percent (20%) added to fifty percent (50%) of the float's current hourly rate

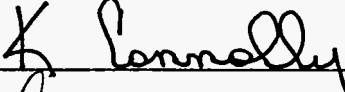
DATED at Hanover, this **15** day of **August**, 2001.

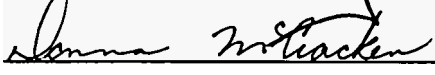
FOR THE COMPANY

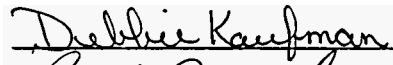






FOR THE UNION











LETTER OF UNDERSTANDING

RE: REPRESENTATION AT TORONTO WAREHOUSE

Article 5 of the Agreement applies except that, for Toronto, the Union Executive will be comprised of a Stewart at Large and in his absence an Alternate Steward.

DATED at Hanover, this 15 day of August, 2001.

FOR THE COMPANY

Arthur Kelly

Bob

FOR THE UNION

K. Kennedy

Anna M. Locken

Debbie Kaufman

Beth Ann Luedke

Janetta Mason

LETTER OF UNDERSTANDING


RE: ARTICLE XIV - SENIORITY TO APPLY IN THE TORONTO WAREHOUSE


- 14.01 (a) Employees shall attain seniority in accordance with Section 11.01 of the Collective Agreement. In the event of a layoff, employees will be laid off in order of seniority commencing with the most junior person being laid off first and continuing with the next most junior employee in order of inverse seniority. Employees remaining must have the skill and ability to perform the remaining work.
- (b) In the event of a recall from layoff, employees will be recalled in order of seniority with the most senior employee being **recalled** first providing he has the skill and ability to perform the required work.
- 14.02 **An** employee shall lose seniority status and shall be deemed to have quit:
- (a) if he quits voluntarily or is discharged for cause;
- (b) if he fails to report for work on recall after a layoff within three (3) working days, unless he furnishes to the Management an adequate reason for failure to **do so** within that time provided that such **loss** of seniority rating shall not become effective until five (5) days notice has been given to the Union that such employee has failed to **report for work** or furnish an excuse for such failure. **As** a last resort, the Company will dispatch a registered letter to the individual at his last known address, provided he has not been contacted personally;
- (c) if he is absent due to a layoff for a period in excess of one-half ($\frac{1}{2}$) of his accumulated seniority with the Company up to a maximum period **but** not exceeding twelve (12) months;
- (d) if he **is** absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Company of such absence and providing to the Company a satisfactory reason.

14.03 Employees who are promoted from the bargaining unit to supervisory positions and who return to a position within the bargaining unit within six (6) months of their promotion shall be credited with all seniority previously accumulated within the bargaining unit. It is understood that no bargaining unit member shall be laid off as a direct result of the return to the bargaining unit of a supervisor in these circumstances.


DATED at Hanover, this 15 day of August, 2001


FOR THE COMPANY

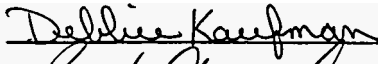





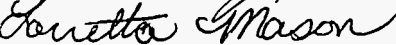
FOR THE UNION











LETTER OF UNDERSTANDING

RE: GRIEVANCE PROCEDURE TORONTO WAREHOUSE

- 6.01 For the purposes of this agreement, a grievance is a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.
- 6.02 It is understood that an employee has no grievance until he has first given the Assistant Manager a reasonable opportunity of adjusting his complaint. Where the grievance procedure is invoked it shall proceed in the following manner and sequence.

Step 1

The aggrieved employee, who may be accompanied by his Steward-At-Large if the employee wishes, shall present his grievance in writing to the Manager not more than five (5) working days after the circumstances giving rise to the grievance first occurred or originated. The grievance shall include the nature of the grievance, the remedy sought and the provisions of the Collective Agreement which are alleged to have been violated. The Manager shall deliver his decision in writing within seven (7) working days following the presentation of the grievance to him failing settlement.

Step 2


The Steward-At-Large shall, within three (3) working days after the decision in Step 1 is given, notify the Plant Manager in writing that the Plant Manager's written reply to the grievance is satisfactory. Within five (5) working days after the delivery of the written notice from the Steward-At-Large a meeting will be held between the President or his appointee and the Steward-At-Large or Alternate Steward and Grievor. A representative of the Union may be present at the request of either the Company or the Union and it is further understood that the President or his appointee may have such assistance as he may desire at such meeting. Failing settlement, the decision of the Company shall be delivered in writing within seven (7) working days to the Union.


- 6.03 Failing settlement under the foregoing procedure of any grievance between the parties, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) working days after the Company's decision under paragraph 6.02 is given the grievance shall be deemed to have been settled.

- 6.04 It is agreed that a policy grievance arising directly between the Company and the Union shall be originated between the shop committee and the President of the Company or his appointee. Such a grievance must be filed in writing with the other party within five (5) working days after the circumstances giving rise to it first occurred or originated. The time limits set out in Step 2 shall appropriately apply, No matter which could be grieved by an individual employee shall form the basis of a grievance under this paragraph.
- 6.05 A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Company by the Stewart-At-Large or Alternate Steward within five (5) working days after the discharge is effected. A meeting will then be held in accordance with Step 2 and such special grievance may be settled under the grievance procedure or arbitration procedure by:
- (a) Confirming the Company's action in dismissing the employee;
 - (b) Reinstating the employee with or without loss of seniority rights and with or without full compensation for time lost; or
 - (c) By any other arrangement which may be deemed just and equitable
- 6.06 Where more than one (1) employee have an identical grievance, they may be presented as a group grievance at Step 2 and the time limits for that Step shall appropriately apply.
- 6.07 The Company will recognize the Stewart-At-Large and in his absence the Alternate Steward.

DATED at Hanover, this 15 day of August 2001

FOR THE COMPANY





FOR THE UNION

