

COLLECTIVE AGREEMENT

BETWEEN

JOHN WATSON LTD.

AND

UNITE HERE LOCAL 178

JANUARY 01, 2009 TO DECEMBER 31, 2010

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THIS AGREEMENT MADE AND ENTERED INTO THE CITY OF VANCOUVER, IN THE PROVINCE OF BRITISH COLUMBIA, THIS TWENTY FIRST DAY OF DECEMBER 2005

BETWEEN: **JOHN WATSON LIMITED**
7955 North Fraser Way
Burnaby, BC V5J 0A4

(Hereinafter called the "**COMPANY**")

PARTY OF THE FIRST PART

AND: **UNITE HERE LOCAL 178**
217-119 West Pender Street
Vancouver, B.C.
V6B 1S5

(Hereinafter called the "**UNION**")

PARTY OF THE SECOND PART

THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

ARTICLE 1 – PREAMBLE

The purpose of this Agreement is to secure for the Company, the Union and the Employees, the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the Employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and of the Union and of the Employees to cooperate fully, individually and collectively for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all time instruct its Members to act in accordance with the terms contained in this Agreement. The Company agrees in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

The Company and the Union both agree that it is to their mutual benefit to endeavor to bring about complete organization and both parties will work with their respective associates toward achieving that end.

ARTICLE 2 - BARGAINING AGENCY

2.01 Sole and Exclusive Bargaining Agency

The Company recognizes the Union as the sole and exclusive bargaining agency for all Employees of the Company as defined under Section 2.02 - Definition of Employee, for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other conditions of employment.

2.02 Definition of Employee

The term "Employee" as used and for the purpose of this Agreement shall include all persons employed by the Company duly certified by the labour Relations Board, except and excluding office workers, supervisory officials and salespersons.

2.03 Dispute on Bargaining Unit

When a dispute arises as to whether or not a person is an Employee within the bargaining unit it shall be subject to grievance procedure as provided in Article 5 - Grievance Procedure, and in the event of failure to reach a satisfactory settlement it shall be dealt with by Arbitration as set forth in Article 6.

2.04 Successor Rights

The employer agrees to maintain a Union shop in the factory during the existence of this Agreement, and it is mutually agreed that the terms and provisions of this Agreement shall be applicable in its entirety to all factories which the employer may open, in the future, whether they be located in the City of Burnaby, or any place outside the City of Burnaby, B.C.

ARTICLE 3 - MANAGEMENT

The Management and operation of the shop and the direction of the Employees, including the right to hire and to discharge for just cause, is vested in the Management provided, however, that this Article will not be used in a discriminatory manner against any Employee or group of Employees, and provided further that Management rights under this Article shall not be exercised in any way inconsistent with or in violation of any of the terms or provisions of this Agreement.

ARTICLE 4 - UNION SECURITY PROVISIONS

4.01 Union Membership

All Employees now members of the Union shall, as a condition of employment, remain members of the Union in good standing for the duration of the Agreement.

All newly hired Employees shall, as condition of employment, become members of the Union within thirty (30) calendar days after the execution of the Agreement or thirty (30) calendar days after entering employment, whichever date last occurs.

4.02 Hiring

It is agreed that in the event of hiring, the Company will notify the Union, and in the event the Union is unable to supply people in the categories required, the Company has the right to hire any available workers, provided however, that no one unfair to the Union shall be hired.

Hiring of family members for full-time positions will not be allowed.

4.03 Union Dues Deduction and Payment

The Company will deduct from the pay of each Employee covered by this Agreement all Initiation Fees, Union Dues and Assessments. All deductions shall be made during the first pay period of the month. All sums deducted, with a record for whom deductions have been made and the amount, shall be forwarded to the Secretary Treasurer of the Union at Suite #217 - 119 West Pender Street, Vancouver, B.C. V6B 1S5 not later than the fifteenth (15th) day of the calendar month in which such deductions are made.

If an employee has any dues in arrears they will then be deducted on the next applicable pay period.

4.04 Information Relating to Bargaining Unit

The Company shall provide the Union on a current basis with all necessary information relating to the following matters when they concern Employees within the bargaining unit:

- a) Layoff, recall, promotion, and transfer;

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- b) Hiring, discharge, suspension, written warning, resignation, retirement, and death.
 - c) A lists with the following information will be provided to the union office and the shop steward at the beginning of each year of the contract. Transfers, pay rates and start dates of all the employees.

4.05 Bankruptcy

The bankruptcy, insolvency, liquidation or the winding up of the Employer holding trust funds which are deemed at all times to be segregated and the property of the Union and its members is absolute ownership, shall not affect the right of the Union and its members to be paid by the first priority.

4.06 Union Label

The employer shall incorporate a Union label into every article. The label shall generally be in the form of a small logo printed on the "Material Specification Label". The statement "Union Made" and or the Union logo will be added to the tags for industrial gloves and products only. If separate Union labels are required, the Union shall supply them. The Union shall have the right to check articles to ensure that the provisions of this article are observed. The labels will be added to industrial gloves and products only. The Company shall contribute \$300.00 annually to be paid at the year-end.

4.07 Contracting Out

All work normally performed by Employees who are members of the Union, shall continue to be performed by them, and this work shall not be performed outside the employer's establishment unless:

- a) The Employees are unable to perform the work, or
- b) There has been a breakdown of machinery or equipment, or
- c) All Employees who are capable of performing the work are fully employed, and
- d) The Union has been advised.
- e) No contracting out or home sewing will be permitted when any member of the sewing department of the bargaining unit is on lay-off.

4.08 Union Access

The Union Representative(s) shall have access to the Company premises providing they do not interfere or cause Employees to neglect their work.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 Grievance Steps

If a difference arises between the Company and Employee(s) or between the Company and Union concerning the interpretation, application, operation or any alleged violation of the Agreement, the Employee(s) .

shall continue to work in accordance with the Agreement and the matter shall be conclusively settled in the following manner:

Step 1 - The Employee concerned shall refer the grievance to his/her supervisor either directly or through the shop steward within thirty (30) days of the incident; this time limit shall not apply when a loss of pay is involved. The supervisor shall answer the grievance within two (2) working days or any longer period mutually agreed upon.

Step 2 - If the grievance is not satisfactorily settled under Step 1, the grievance shall be referred to an authorized Union representative and a designated Company representative.

Step 3 - If final settlement of the grievance is not completed within twenty one (21) days after the referral of Step 2, the grievance may be referred to Arbitration by either party.

5.02 Time Limits

- a) The time limits specified for the various steps may be extended by mutual written agreement between the Company and the Union.
- b) Saturdays, Sundays, and all statutory holidays shall not be counted in determining the time element in any steps of the grievance procedure.

5.03 Policy Grievance

Any dispute or grievance arising directly between the Company and Union may be submitted in writing by either party at Step 2 of the grievance procedure.

5.04 Attendance at Grievance Meetings

The aggrieved Employee and/or supervisor shall be required to attend the grievance procedure at the request of either the Company or the Union.

5.05 Conclusions

Conclusions reached at meetings between Management and the Union shall be in writing and signed by the Company and Union representatives within seven (7) days.

ARTICLE 6 - ARBITRATION

6.01 Submission to Arbitration

The Company and the Union agree that all questions to be arbitrated shall be submitted to an individual, mutually acceptable Arbitrator.

6.02 Arbitration Procedure

Any question of interpretation, or any alleged violation of any matter in dispute between the parties arising out of this Agreement which can not

be settled by the Union and the Company, shall be determined by Arbitration in the following manner:

The Company and the Union shall meet in order to agree upon a single arbitrator. If the parties can not agree on the selection of a single arbitrator within twenty-one (21) days after the notice of intent to proceed to Arbitration, either party may request the Honorable Minister of Labour of the Province of British Columbia to appoint an impartial person as the arbitrator.

6.03 Jurisdiction of Arbitrator

- a) When the appointment of an arbitrator has been concluded, the arbitrator shall have the power to determine whether the matter is arbitrable. Having made this decision, the arbitrator shall hear and determine the differences and shall render a decision and the decision shall be final and binding upon the parties.
- b) If any arbitrator finds that an Employee has been unjustly suspended or discharged, such Employee shall be reinstated by the Company without loss of pay and with him/her all his/her rights and privileges preserved under the terms of the Agreement.
- c) The arbitrator shall not have the jurisdiction or authority to alter, modify, extend or amend the provisions of this Agreement.

6.04 Fees and Expenses of Arbitrator

The Company and the Union will each bear in equal proportions the expenses and allowance of the arbitrator, stenographic and secretarial expenses and rent.

ARTICLE 7 - SAFETY, HEALTH AND WELFARE

7.01 Company Facilities

The Company shall provide a clean and sanitary workplace, with adequate light and adequate ventilation and an adequate lunch room.

7.02 Medical Services Plan of British Columbia

- a) Upon completion of sixty (60) days service with the Company, the Employee and eligible dependents shall be qualified for the Medical Services Plan of British Columbia maintained by the Company.
- b) The Company shall pay fifty percent (50%) of the monthly premium cost required for all the qualified Employees.
- c) All deductions shall be made during the first pay period of the month.

- d) If an employee has any dues in arrears, the MSP premiums will then be deducted on the next applicable pay period.
- e) In the case of Lay-off the employee must provide the company with four (4) monthly post-dated cheques for the months following the lay-off.
- f) Any employee on maternity leave must provide the company with twelve (12) monthly post - dated cheques for the months following the maternity leave.

7.03 **Employee Group Benefits Program**

- a) Upon completion of sixty (60) days service with the Company, the Employee and eligible dependents shall be qualified for the Employee Group Benefits Program maintained by the Company.
- b) Dental Plan: the company shall provide all employees with a dental plan. Plan A @ 80% coverage with an annual coverage of \$1000.00 per family member.
- c) The Employee Group Benefits Program shall offer one hundred percent (100%) refund on claims with a \$25.00 deductible for singles and \$50.00 deductible for families and shall include Extended Medical, oral contraceptives and an eyeglass option paying up to three hundred and fifty dollars (\$350.00) benefit in each two (2) year period.

7.04 **Continuation of Benefits**

New Hires: Continuation of benefits will not apply to employees with less than 90 days service. New employees returning will have their time worked applied towards their seniority.

The Company shall continue to pay fifty percent (50%) of the premium cost for Medical Services Plan of British Columbia and one hundred percent (100%) of the premium cost for Employee Group Benefits Program for a period not exceeding four (4) months after:

- a) Layoff
- b) sick/injury leave

7.05 **Dust Masks**

The Company agrees to supply dust masks at no cost to the Employees.

ARTICLE 8 - GENERAL

8.01 **Division of Work and Assignment to Other Work**

- a) The available work shall be distributed as equally as possible among those workers employed in a department or section.

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- b) Where it becomes necessary to send out work which is normally done by members of the bargaining unit the Union shall be advised.
 - c) The Employer shall designate specific skill as the regular work for each piece worker.
 - d) Regular work shall be those skills to which the pieceworkers are normally assigned. This may include more than (1) skill.
 - e) Piece workers who are assigned or are requested to perform other than regular work while their regular work is available shall be paid for such other work on the basis of their average earnings as defined in Article 20.10 or the piece work earnings from the new work, whichever is greater.
 - f) Piece workers who are assigned or are requested to perform other than their regular work while their regular work is unavailable, shall receive for time spent on such other work, their piece work average, or the piece work earnings from the new work, whichever is greater, for three working days. Their earnings from their regular work shall be kept separate and apart.
 - g) When a special machine operator is required to work on a Special Machine that he/she has been never worked on before, the operator will be paid average earnings as defined in Article 20.10 or piece work earnings whichever is greater for three working days.

8.02 Continuation of Rights and Privileges

It is understood that all rights and privileges at present enjoyed by the Employees to which no reference has been made in this Agreement, shall continue during the term of this Agreement.

8.03 Notice Board

The Company agrees that the Union may post notices in the workplace on a notice board supplied by the Company for that purpose.

8.04 Precedence of Agreement

If there is any conflict between the written terms of this Agreement and the written rules and regulations of the Company, the written terms of this Agreement shall take precedence.

ARTICLE 9 - SHOP STEWARD

9.01 Company Recognition of Shop Steward

The Company recognizes the importance of a Shop Steward and agrees that there shall be no discrimination on their part because an Employee is a Shop Steward.

9.02 Shop Steward - Grievances and Meetings

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- a) Shop Steward shall be entitled to leave his/her work during working hours with pay in order to carry out his/her functions under the Collective Agreement including the investigation, processing of grievances, and meeting with Management.
 - b) When a grievance and/or Company policy is affecting Employee(s) of a department, only the Shop Steward of the department concerned is allowed to leave his/her work with pay to carry out his/her functions under Section 9.02 (a) of the Agreement.
 - c) When a grievance and/or Company policy is affecting Employees in general, all Shop Stewards are allowed to leave their work with pay to carry out their functions under Section 9.02 (a) of the Agreement.

9.03 Layoff of Shop Steward

The Shop Steward shall be the last person laid off in his/her section, regardless of seniority in the event of reduction in work.

9.04 Discharge of Shop Steward

Should the Company wish to discharge a Shop Steward they must first notify the Union and discuss the matter with them before taking any action.

ARTICLE 10 - DISCIPLINARY PROCEDURE

10.01 Just and Reasonable Cause

No Employee shall be suspended or discharged unless for just and reasonable cause.

10.02 Reasons for Discipline and Notice

- a) When an Employee is to be suspended or discharged for just and reasonable cause, he/she shall be given the reasons in the presence of the Shop Steward or Union representative and the reasons given shall be confirmed in writing to the Employee concerned and the Union within three (3) working days of the discharge.
- b) When an Employee is to be reprimanded and/or disciplined, he shall be given the reasons in presence of the shop steward or Union representative. The reasons for reprimand and/or disciplinary action given shall be confirmed in writing to the Employee concerned and the Union within three (3) working days of the reprimand and/or discipline.
- c) Disciplinary Procedure: Oral and Written Warnings
It is understood that one (1) oral and two (2) written warnings may contribute to justified grounds for discharge of an employee.

10.03 Written Warnings

All written warnings shall be automatically annulled at their anniversary dates.

ARTICLE 11 - LAYOFF AND RECALL

11.01 Definition of Temporary and Long Term Layoff

For the purpose of this Agreement:

- a) **"Temporary layoff"** is a layoff
 - i) Which does not exceed thirteen (13) weeks, or
 - ii) Which may exceed thirteen (13) weeks but for a definitive term not to exceed (1) year.
- b) **"Long term layoff"** is a layoff
 - i) Which exceed thirteen (13) weeks, and up to one (1) year.

11.02 Notice or Pay in Lieu Not Required

Notice or pay in lieu of notice is not required for :

- a) Discharge for just cause;
- b) Layoff of part time Employee.
- c) An employee who has been offered and refused mutually agreed upon alternative employment.

11.03 Long Term Layoff

When the long-term layoff is affecting the Employee with 1 year of service or longer, the following notice or pay in lieu of notice shall apply:

<u>Length of Service</u>	<u>Notice or Pay in Lieu of Notice</u>
After 1 year	Two (2) weeks
After 3 years	Three (3) weeks
After 4 years	Four (4) weeks
After 5 years	Five (5) weeks
After 6 years	Six (6) weeks
After 7 years	Seven (7) weeks
After 8 years or longer	Eight (8) weeks

- a) The period of notice shall not coincide with Employee's annual vacation.

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- b) Payment under this clause shall not relieve the Company from making any other payment to which the Employee is entitled.
 - c) Payment under this clause shall be paid to an Employee in a lump sum and shall be solely and exclusively allocated to the specific week in which is paid.

11.04 Severance Pay Options

- a) Employees who are laid off for a long term as defined in Section 11.01 shall have the option of taking any payment to which they may be entitled in accordance with Section 11.03 or remain on the recall list. If they choose to take the payment, their recall right shall be forfeited.
- b) Employees who choose to remain on the recall list but who are not hired within twelve (12) months of layoff shall then receive any payment due to them.
- c) Employees who are laid off for a short term period who are not recalled within the thirteen (13) week period shall be deemed to be on long term layoff and shall be entitled to Section 11.03, 11.04 (a), and 11.04 (b) of this Agreement.

11.05 Layoff and Recall

- a) Shop steward(s) shall be informed of all layoffs in excess of one (1) day.
- b) Notice of Layoff:
The Company shall provide each effected Employee, and the shop steward a minimum of (8) eight hours notice in the event of an intended layoff. The Company shall endeavor to advise the effected Employee, of the duration of the layoff and where applicable and the date of the intended recall at the time the layoff occurs.
- c) Employees laid off shall be recalled before any new Employees are hired.
- d) Employees laid off shall be recalled in the order of seniority.
- e) Recall rights shall be forfeited when layoff exceeds one (1) year.

ARTICLE 12 - SENIORITY

12.01 Probationary Employee

A newly hired Employee will be classified as a probationary Employee for sixty (60) days, and shall have no seniority rights during that period. At the end of the probationary period, a probationary Employee will become a regular Employee with seniority dated back to the hiring date. The Company may lay off, transfer or discharge such probationary Employee and such action will not be subject to the grievance procedure.

12.02 Definition of Seniority

Seniority is defined as length of service accumulated in the bargaining unit and shall be applied:

- a) For layoffs
- b) For recalls
- c) In other provisions of this Agreement

12.03 Bumping Rights

In the event of a layoff within a department, the principle of seniority as defined in Section 12.02 shall apply. A senior Employee reserves the right to displace a less senior Employee within the department provided the senior Employee is capable of handling the work. For the administration of this Article, departments within the Company are identified as follows:

- Cutting/Fitting Cutting
- Sewing
- Finishing
- Shipping
- Receiving
- Utility Plus (Employee who services more than two departments)

Changes to the above noted list shall be communicated forthwith to the Union in writing.

12.04 Notice of Recall

Any Employee who has been notified at his/her last known address to return to work, and within seven) calendar days has failed to do so, or failed to contact the Company, shall be considered to have quit his/her employment voluntarily, and his/her existing seniority rights shall thereupon be terminated. When any such notice is sent to an Employee, a copy thereof shall be sent concurrently to the Union.

12.05 Positions outside Bargaining Unit

An Employee transferred to a position outside the bargaining unit is returned to the bargaining unit:

- a) Within a three (3) month period - the Employee shall revert to the former job held with full seniority credits accumulated in the bargaining unit.
- b) After a three (3) month period - the Employee shall lose the seniority credits accumulated in the bargaining unit.

12.06 Loss of Seniority

Seniority standings shall be considered broken when an Employee:

- a) Voluntarily leaves the service of the Company;

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- b) Is discharged for just cause;
 - c) Is absent without permission from the Company or without a reasonable explanation;
 - d) Fails to report to work without adequate reason within five working (5) days following delivery of a recall notice (by registered mail to last known address) as referred to in Section 12.04 of the Agreement.
 - e) Chooses to take the payment under Section 11.04 of this Agreement;
 - f) Is laid off more than one (1) year.
 - g) Is transferred to a position outside the bargaining unit for more than three (3) months.

12.07 Availability of Seniority Record - Union

Seniority records shall be made available to the Union upon request.

ARTICLE 13 - STATUTORY HOLIDAY

13.01 Recognized Holidays

- a) All Employees covered by this Agreement shall receive a day's pay (8 hours pay at their average earnings) for each of the following eleven (11) Statutory Holidays in addition to any wages which they may be in receipt of for work performed on such Holiday:

- | | |
|------------------|-------------------------------------|
| 1. New Years Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. B.C. Day | 12. Chinese New Year (Floating Day) |

- b) Payment for any of the above mentioned twelve (12) holidays shall not be voided should such holiday(s) fall on a Saturday and/or a Sunday, when the holiday(s) will be observed on the following Monday, if applicable, and Tuesday.

13.02 Work Performed on Holidays

All work performed on Statutory Holidays shall be paid at double time (2X) the average earnings in addition to Section 13.01 (a) of this Agreement.

13.03 Proclaimed Holidays

In the event that Federal or Provincial Government proclaims an additional holiday, it shall be added to the twelve (12) Statutory Holidays now in this Agreement.

13.04 Qualifying for Holiday

(a) Sickness (medical certificate will be required after an employee has been sick five(5) working days)

(b) Layoff due to lack of work (When an Employee is on layoff the company will subsidize the statutory holiday. The difference that the employee collects from EI and their daily rate for the period. That is providing the employee has not been on layoff for more than 13 weeks. The employee must submit their payment stub for EI for the week in which the holiday falls.)

An Employee who has worked for at least fifteen (15) of the last thirty (30) days before the statutory holiday shall be paid for the statutory holiday at his/her average hourly earnings for the statutory holiday.

13.05 New Employee

After thirty (30) calendar days of employment the Employee must give the Employee a day off with pay on each statutory holiday.

13.06 Holiday Coinciding with a Day of Vacation

When any of the above named holidays fall within an Employee's vacation period, such Employee shall be entitled to an extra day's pay in lieu thereof, or an extra day's vacation with pay.

ARTICLE 14 - VACATIONS**14.01 Vacation Pay and Vacation Entitlement**

- a) Under one (1) year's service:
An Employee with less than one (1) year's service shall receive vacation pay equal to four percent (4%) of his/her gross earnings.
- b) One (1) to three (3) years' service:
An Employee with one (1) year or more service as at his/her anniversary date of employment shall be entitled to two (2) weeks vacation with pay based on four percent (4%) of his/her gross earnings.
- c) Four (4) to eleven (11) years' service:
An Employee with four (4) years or more service as at his/her anniversary date of employment shall be entitled to three (3) weeks vacation with pay based on six percent (6%) of his/her gross earnings.
- d) Twelve (12) to nineteen (19) years' Service:
An Employee with twelve (12) years or more service as at his/her anniversary date of employment shall be entitled to four (4) weeks vacation with pay based on eight percent (8%) of his/her gross earnings.

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- e) Twenty (20) years or more service:
An Employee with twenty (20) years or more service as at his/her Anniversary date of employment shall be entitled to five (5) weeks Vacation with pay based on ten percent (10%) of his/her gross earnings.
 - f) Vacations 6 weeks after 25 years:
An Employee with (25) twenty-five years or more service at his/her anniversary date of employment shall be entitled to (6) six weeks vacation with pay based on (12%) twelve percent of his/her gross earnings.

14.02 Vacation Credit

- a) Part-time Employees shall be credited for hours worked only.
- b) Employees injured on the job and under Workers' Compensation shall be credited as being employed for purpose of vacation credit.
- c) Employee on sick leave, layoff, and approved leave of absence shall be credited as being employed for the purpose of vacation credit.

14.03 Vacation Allotment

- a) Time off must taken for a full two (2) weeks vacation period. Those eligible for more than two weeks vacation shall arrange to take the third (3rd), fourth (4th) or fifth (5th) week at a mutually agreeable time.
- b) Vacations to be arranged between parties to this Agreement at a mutually agreeable time.
- c) Holiday Planner will be made available January each year of the contract. All members with less than five (5) years service will be required to enter a minimum of two weeks and members with five (5) or more years of service must enter the minimum of three weeks on the planner before March 31 of each year. Any members not entering vacation dates will be assigned holidays at the employer's discretion. The planner will contain blacked out areas (during which time the employees will be discouraged from taking vacation). The blacked out times will vary for different shipping areas and factory operations. The planner will be available January 1 of each year for the current year.
- d) Any member requesting an advance on their vacation pay will be required to do so in writing two weeks in advance of the requested date.

14.04 Vacation Pay Date

The Company shall pay annual vacation pay to each Employee no later than July 15th of each calendar year or upon two (2) weeks written notice prior to a scheduled vacation. Scheduled vacation must be a minimum one (1) week.

An Employee whose employment is terminated shall receive vacation pay at the appropriate percentage of the gross earnings during the period of entitlement in accordance with the Employee's years of service.

ARTICLE 15 - HOURS OF WORK

15.01 Normal Hours of Work

Forty (40) hours, Monday to Friday inclusive, shall constitute a week's work. Eight (8) hours shall constitute a day's work. First (1st) day shift shall normally commence at 7:00 a.m. and end at 3:30 p.m. Second (2nd) day shift shall normally commence at 7:30 a.m. and end at 4:00 p.m. Third (3rd) shift shall normally commence at 8:00am and end at 4:30pm. All Employees shall have a lunch period of one half (1/2) hour without pay.

15.02 Rest Periods

- a) All Employees shall have two (2) fifteen (15) minute rest periods per day without loss of pay, one (1) in the morning and one (1) in the afternoon.
- b) There shall be no work done during lunch and rest period.

15.03 Minimum Guaranteed Hours

All Employees called in to work and receiving less than four (4) hours of work shall be paid for four (4) hours. However, if four (4) hours work is not available at the regular job, the Employee shall not refuse to perform other work for the remainder of the time up to four (4) hours at his/her average rate per hour.

ARTICLE 16 - OVERTIME

16.01 Overtime Lunch Period

If Employees are requested to work overtime for more than one (1) hour after completion of eight (8) hours in any work day, a lunch period of twenty (20) minutes duration shall be allowed and not deducted from their pay.

16.02 Overtime Compensation

- a) Daily overtime:
 - i) Any time worked by Employees in excess of eight (8) hours per day shall be paid at the rate of time and one half (1.5X) of the average earnings.

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- ii) Any time worked by Employees in excess of eleven (11) hours per day shall be paid at the rate of double time (2X) the average earnings.
 - b) Working on a Saturday:
All work performed by Employees on a Saturday shall be paid at the rate of time and one half (1.5X) of the average earnings.
 - c) Working on a Sunday:
All work performed by Employees on a Sunday shall be paid at the rate of double time (2X) the average earnings.
 - d) Working on a Statutory Holiday:
All work performed by Employees on a Statutory Holiday shall be paid at the rate of double time (2X) the average earnings in addition to the statutory holiday payment as stipulated under Section 13.01 (a) of the Agreement.

16.03 Overtime Calculation for Piece Work Employees

Time and one half (1.5X) = piece work monies earned + (.5 X the hour(s) of overtime X average earnings)

Double time (2X) = piece work monies earned + (1 X the hour(s) of overtime X average earnings)

Triple time (3X) = piece work monies earned + (2 X the hour(s) of overtime X average earnings)

Timework overtime for a piece work operator is paid at 1.5 X times their average pay rate.

ARTICLE 17 - PROMOTION, JOB POSTING, AND TRANSFER

17.01 Definition of Promotion

A promotion shall be defined as a transfer to a position paying a higher rate, and no Employee shall be considered as being demoted unless he/she is transferred to a position paying a lower rate.

17.02 Promotion by Seniority

Promotions shall be based on seniority. The senior Employees' ability to fill the job requirements shall be considered first before those with less seniority. The Company and the Union will mutually agree on the promotion.

17.03 Job Posting

- a) Where a job vacancy occurs or a new job is created, notice shall be posted at appropriate locations, including bulletin boards, for a minimum period of three (3) working days and a copy of the notice shall be sent to the Union. The notice shall set out a job description, classification and wage rate.

- b) In filling job vacancies including promotions, permanent transfers and new positions, the job shall be awarded within ten (10) days of posting. Applicants for the job shall be selected in order of seniority. If found not satisfactory, the Employee shall be reverted to his/her former position.
- c) Permanent Transfer Probation: any employee being transferred to a new department through promotion will be given a 60 day probationary period. After completion of the probationary period if the employee and the employer are satisfied that the employee has met all the requirements of the job he / she shall then become a permanent member of that department. Otherwise they will have the option to return to their original position.

17.04 Definition of Temporary Transfer

Temporary Transfer shall be defined as a temporary reassignment to a job outside the Employee's section or department for a period not exceeding thirty (30) days. At the end of the period, the Employee shall have the right to return to his/her former position.

17.05 Transfer by Consent

No Employee shall be transferred to another position without his/her consent.

17.06 Transfer by Health Reason

Employee may in the case of ill health, be transferred from one operation to another as may be mutually agreed upon.

17.07 On The Job Training

- a) Management will not unreasonably withhold training opportunities to any Employee who has indicated a desire to learn the work of other positions.
- b) Qualified applicants for training shall be selected in order of seniority.
- c) Trainee may on application be permitted to exchanged positions for temporary periods.

17.08 E.S.L. Training

The Company will offer the opportunity to learn ESL through a recognized ESL program based on job requirements. One representative from the union and one from the Company will meet to discuss the eligibility requirement of the employee's and once selected the Company will pay the full cost upon satisfactory completion of the course. The course records or certificate will be supplied as proof of completion of said course.

ARTICLE 18 - ABSENCE FROM DUTY

18.01 Bereavement Leave and Pay

For the purpose of this Agreement, immediate family is defined as father, mother, father-in-law, mother-in-law, step-parents, brother, sister, step – siblings, spouse, common-law spouse, child and grandparents.

When a member of an Employee's immediate family dies, a leave of absence with pay will be allowed up to a maximum of three (3) days.

18.02 Injury Leave and Pay

When an Employee is injured on the job, the Company shall pay a full day's pay for the first day of the injury.

18.03 Jury Duty and Pay

The Company agrees to make up an Employee's pay for jury duty in an amount equal to the difference between the government pay (must provide a copy of payment) for jury duty and the Employee's current average earnings. Also must provide copy of Jury summons.

18.04 Union Appointment

One (1) Employee, who may be elected or appointed to a position in the Union, upon proper notice to the Management, shall be granted leave of absence without pay. Upon one (1) week's notice of his/her desire to again return to work for the Company, he/she shall be placed on the job he/she previously held or one with equal pay without loss of seniority.

18.05 Sick Leave, Injury Leave, and Approved Leave

If an Employee is absent from work because of an accident or sickness or approved leave of absence, he/she shall not lose seniority rights and shall also return to the position held he/she is capable of performing former duties.

If the leave of absence is more than two (2) weeks, it shall be the duty of the Employee so absent to notify the Company in writing and in no case exceed three (3) months provided, however, it may be extended upon mutual agreement by the parties hereto.

If the absence is due to accident or sickness, it may be extended up to twelve (12) months provided a medical certificate is furnished.

18.06 Maternity Leave

a) The Company shall grant maternity leave in accordance with the provisions and the time periods prescribed in the Employment Standards Act. Upon return from the leave, the Employee is entitled to assume to position she would have held had the leave not occurred.

b) The Company shall make its premium contributions for medical and other applicable benefits in accordance with the provisions o f the Employment Standards Act for the entire duration of the leave. Please refer to 7.02 (f).

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- c) Seniority, vacation credit and increment entitlement shall accrue for the entire duration of the leave as prescribed in the Employment Standards Act.
 - d) The Employee will give the Company at least two (2) week's notice of her intention to return to work in writing.

18.07 Parental Leave

- a) An Employee who requests parental leave under this section is entitled to up to twelve (12) consecutive weeks of unpaid leave beginning:
 - i) For a birth mother, immediately after the end of the leave taken under section 18.06 unless the employer and Employee agree otherwise,
 - ii) For a birth father, after the child's birth and within fifty-two (52) weeks after that event, and
 - iii) For an adoption parent, within fifty-two (52) weeks after the child is placed with the parent.
- b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under section 18.06 (a).

A request for leave must:

- i) Be given in writing to the employer,
 - ii) If the request is for leave under section 18.06(a) or (b), be given to the employer at least four (4) weeks before the Employee proposes to begin leave, and
 - iii) If required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.
- c) An Employee's combined entitlement to leave under section 18.06 and this section is limited to thirty-two (32) weeks plus any additional leave the Employee is entitled to under section 18.07.

18.08 Family Responsibility Leave

An Employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to

- a) The care, health or education of a child in the Employee's care, or

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- b) The care or health of any other member of the Employee's immediate family.

18.09 Sick Day

All members are entitled to one (1) paid sick day per calendar year.

ARTICLE 19 - PIECE WORK

19.01 Calculation of Piece Work Earnings

The computation of the hourly average piecework earnings shall be the total amount of piece work monies earned divided by the total of piece work hours worked.

19.02 Piece Work Rate, Adjustment, and Grievance

- a) The schedule of piecework rates shall be kept by Management and it is accessible to the Union upon request. The Union shall also have access to job descriptions and studies for purposes of reviewing rates.
- b) It is agreed that an established rate shall become permanent immediately unless it is challenged by the Company or the Union within thirty (30) days of its implementation.
- c) A challenged rate shall be subject to re-study within ten (10) days. Failing agreement, grievance procedure shall apply up to and including arbitration as provided herein.
- d) The arbitrator's decision is retroactive to the date of implementation of the challenged rate.
- e) The piecework rates shall be given when the work is distributed. When a piece work Employee is requested to work without piece work rates, he/she shall be paid in according to his/her average earnings for the duration of the time.
- f) There shall be no adjustments in piece rates, except when there has been a bona fide change in method. Bona fide changes in method shall refer to changes in machinery, equipment, method of production, technology upon which the rate of standard is based.

ARTICLE 20 - WAGES

20.01 Shipping/Warehouse - Time Work

- a) Employees currently working in one of these following positions that do not have a good verbal and written understanding of the English language will be advised to take the ESL course offered (See 17.08).

- b) Job classifications and descriptions for shipping/warehouse shall be as follows:

Shipper Lead Hand:	-Experienced shipper who performs all facets of shipping and receiving -General shipping duties as required **Including Industrial/Retail Shipper III and receiving duties
Leather Shipper:	-Experienced shipper who performs all facets of shipping -Specializes in the shipping of leather orders to both industrial and retail customers -General shipping duties as required **Including Industrial/Retail Shipper III duties
Industrial Shipper III:	-Experienced shipper who performs all facets of shipping -Specializes in the shipping of orders to industrial customers -Mail, computer system reports, and any other general duties -All aspects of the computerized shipping system -General shipping duties as required **Including Industrial/Retail Shipper II duties
Retail Shipper III:	-Experienced shipper who performs all facets of shipping -Specializes in the shipping of orders to retail customers -Mail, computer system reports, and any other general duties -All aspects of the computerized shipping system -General shipping duties as required **Including Industrial/Retail Shipper II duties
Industrial Shipper II:	-Customer/front office liaison -Restock upper warehouse as needed -General shipping duties as required - Good verbal and written understanding of the English language. **Including Retail Shipper I duties
Retail Shipper II:	-Customer/front office liaison -Restock upper warehouse as needed -General shipping duties as required - Good verbal and written understanding of the English language. **Including Retail Shipper I duties
Industrial Shipper I:	-Basic preparation of industrial orders -Fundamental shipping duties -General shipping duties as required - Good verbal and written understanding of the English language. **Including Shipper Utility duties
Retail Shipper I:	-Basic preparation of retail orders

	-Fundamental shipping duties -General shipping duties as required - Good verbal and written understanding of the English language. **Including Shipper Utility duties
Shipper Utility	-Assist shippers (eg.tagging, buttons, de-plastisizing etc.) -Maintenance and clean-up of warehouse and rear-parking area -Daily trash removal from warehouse and office area
Receiver lead hand:	-Experienced Receiver who performs all facets of receiving and shipping. -General receiving duties as required. ** Including receiver II duties
Receiver II:	-Experienced receiver who performs all facets of receiving -Ability to ship as required (large orders) ** Including receiver I duties
Receiver I:	-Unloads containers -Receives shipments including processing of documentation -Sorting, re-stocking and organizing of warehouse area -Operation of forklift -Assembles large orders for shipping -General Shipping duties as required ** Including receiver utility duties
Receiver Utility:	-Assist receiver in general warehouse duties -Maintenance and clean-up of warehouse and rear parking

c) Shipping job classification rates

<u>TIME PERIOD</u>	<u>Jan. 1,2009</u>	<u>Jan. 1,2010</u>
Lead hand	\$15.14	\$15.44
Leather shipper	\$14.31	\$14.60
Industrial Shipper III	\$13.45	\$13.72
Retail shipper III	\$13.45	\$13.72
Industrial Shipper II	\$12.62	\$12.87
Retail shipper II	\$12.62	\$12.87
Industrial Shipper I	\$11.22	\$11.44
Retail shipper I	\$11.22	\$11.44
Shipper Utility	\$10.71	\$10.92

d) Receiving-job classification rates

<u>TIME PERIOD</u>	<u>Jan 1, 2009</u>	<u>Jan 1, 2010</u>
Receiver II	\$ 13.94	\$ 14.22
Receiver I	\$ 12.33	\$ 12.58

Receiver utility	\$ 11.20	\$ 11.42
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- e) All other employees that fall outside of these rates shall have the percentage increases applied against their rates as listed under Section 20.08 "all other hourly employees."

20.02 Finishing/Inspection - Time Work

- a) Job classifications and descriptions for finishing/inspection shall be as follows:

Finisher I:

- Stuffing mitts
- Tagging gloves and inspection
- Attaching slides, buttons, rivets, etc. to gloves
- Move production from one production area to another
- General duties clean up duties as required

Finisher II:

- All of the Finisher I duties as required
- Cutting
 1. Gang cut glove liners-Cotton, borg pile, thinsulate, fleece and miscellaneous materials
 2. Leather cutting circular knife-Split and grain cowhide for welders clothing, lumber aprons, and miscellaneous products.

Finisher III:

- Final inspection packing and tagging custom orders.
- Knowledge of all duties of finisher I & II

- b) The hourly rates for Finishing/Inspection Employees shall be as follows:

<u>Time Period</u>	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>
Finisher trainee	\$10.37	\$ 10.58
Finisher I	\$11.22	\$ 11.44
Finisher II	\$11.51	\$ 11.74
Finisher III	\$12.07	\$ 12.31

- c) Any Finishing/Inspection Employee whose current hourly rate is higher than the classification rate in Section 20.02 (a) shall be paid the current hourly rate plus the wages increases in accordance with Section 20.08 of this Agreement.

20.03 Turning - Time Work

- a) The hourly rates for Turning Employees shall be as follows:

<u>Time Period</u>	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>
First 90 days	\$ 10.65	\$ 10.86
After 90 days	\$ 10.93	\$ 11.15
After 180 days	\$ 11.22	\$ 11.44
After 1 year	\$ 11.76	\$ 12.00

- b) Any Turning Employee whose current hourly rate is higher than the classification rate in Section 20.03 (a) shall be paid the current hourly rate plus the wage increases in accordance with Section 20.08 of this Agreement.

20.04 Laying - Piece Work Trainee

All Laying piece work trainees shall be paid the following hourly rates or their piece work earnings, whichever is the greater:

<u>Time Period</u>	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>
First 90 days	\$ 10.65	\$ 10.86
After 90 days	\$ 10.93	\$ 11.15
After 180 days	\$ 11.22	\$ 11.44
After 1 year	\$ 11.76	\$ 12.00

20.05 Cutting - Piece Work Trainee

All gloves cutting piece work trainees or fitting cutting trainees shall be paid the following rates, if applicable, their piece work earnings, whichever is the greater:

<u>Time Period</u>	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>
First 90 days	\$ 10.65	\$ 10.86
After 90 days	\$ 10.93	\$ 11.15
After 180 days	\$ 11.22	\$ 11.44
After 1 year	\$ 11.76	\$ 12.00

20.06 Sewing - Piece Work Trainee

- a) All sewing trainees shall be paid the following rates or their piece work earnings, whichever is the greater:

<u>Time Period</u>	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>
First 90 days	\$ 9.80	\$ 10.00
After 90 days	\$ 10.40	\$ 10.61
After 180 days	\$ 11.04	\$ 11.26
After 1 year	\$ 11.71	\$ 11.94

- b) The minimum guaranteed rates specified in Section 20.06 (a) shall apply to all regular sewers.

20.07 Wage Increases for Piece Work Employees

January 2009	\$250.00 Bonus
January 1, 2009	2 %
January 1, 2010	2 %

20.08 Wage Increases for Other Employees

January 2009	\$250.00 Bonus
January 1, 2009	2 %
January 1, 2010	2 %

20.09 Definition of Average Earnings

The term "Average Earnings" on a per hour or gross basis shall be defined as follows:

- a) For a timework Employee, it shall refer to the worker's hourly rate;
- b) For a piece work Employee, it shall refer to the average piecework earnings calculated over the last three (3) month period. The computation of average hourly piecework earnings shall be the total amount of piecework monies earned divided by total number of piecework hours worked.

20.10 Pay Method - Temporary Transfer

- a) A piece work Employee who is temporarily transferred for the employer's convenience shall be paid his/her average earnings.
- b) A piece work Employee who is temporarily transferred for his/her convenience shall be paid, as the case may be, the piece work rate or time work rate of the new position.
- c) A timework Employee who is temporarily transferred for the Employer's convenience shall be paid the greatest of:
 - i) The classification rate of the job to which he/she is transferred;
 - ii) The guaranteed hourly rate of the Employee;
 - iii) The piece work earnings of the job to which he/she is transferred.
- c) A timework Employee who is temporarily transferred for his/her convenience shall be paid no less than his/her guaranteed hourly rate.

20.11 Pay Method - Permanent Transfer

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- a) A timework Employee who is permanently transferred to another timework operation shall be paid the applicable classification rate of the new position.
 - b) A time work Employee who is permanently transferred to a piece work operation shall be paid no less than his/her guaranteed hourly rate until he/she achieved piece work rates, he/she will be paid piece work rates from thereon.

20.12 Pay Method - Mechanical Breakdown

In the event of a mechanical breakdown, an Employee shall be paid his/her average earnings until repairs are completed, however, if repairs cannot be completed within a reasonable time, the Employee shall not refuse to work at another compatible machine until the repairs are completed.

20.13 List of Average Earnings - Union

The Company shall provide a list of average hourly earnings to the Union every six (6) months upon request.

ARTICLE 21 – RETIRMENT

21.01 Retirement Bonus

After 20 years of service \$1500.00.

After 25 years of service \$2500.00.

ARTICLE 22 - PLANT CLOSURE AND TECHNOLOGICAL CHANGE

Severance pay for Employees displaced as a result of plant closure or technological change shall be paid in accordance with the following:

Length of Service	Severance Pay
After 1 year	One (1) week's pay
After 2 years	Two (2) week's pay
After 3 years	Three (3) week's pay
After 4 years	Four (4) week's pay
After 5 years	Five (5) week's pay
After 6 years	Six (6) week's pay
After 7 years	Seven (7) week's pay
After 8 years	Eight (8) week's pay

Employees shall receive an additional \$100.00 for each year of service beyond eight years up to a maximum of fifteen years of service.

The Company agrees to give the Union not less than three (3) months notice and to sit down with the Union and renegotiate a better severance package other than that currently in the Collective Agreement.

ARTICLE 23 – DISCRIMINATION

The Employer and the Union agree that they will not discriminate against any Employee of the employer or member of the Union or applicant for employment because of race, colour, national origin, sex or age.

ARTICLE 24 - SEXUAL HARASSMENT

The employer and the Union do not condone sexual harassment. Any incidents, which are reported, shall be investigated, and where appropriate, action shall be taken.

ARTICLE 25 - EQUAL PAY

There will be no differential in pay for equal work between male and female Employees.

ARTICLE 26 - DURATION OF AGREEMENT

This Agreement shall remain in force from January 1, 2009 to and including December 31, 2010, and from year to year thereafter unless within a period of not greater than (90) ninety days and not less than (60) sixty days prior to the expiry date, either party gives notice of termination of the agreement. In the event of either party desiring or proposing any change or alteration in the agreement, such party may, not less than (60) sixty days before the expiry date, give to the other party notice of requested changes or alterations in the agreement and both parties shall thereupon negotiate in good faith with respect to the matter which it is proposed to change or alter and the remaining provisions shall automatically renew themselves as aforesaid. When this agreement expires both parties agree to abide by this collective agreement until such time as the new collective agreement takes effect.

Dated this _____ day of January, 2009

In witness whereof the Parties have hereunto caused their names to be subscribed and their seals to be affixed by their respective officers, thereunto duly authorized.

FOR THE UNION:

FOR THE COMPANY:

Unite Here Local 178

John Watson Limited
