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**UNITE  
HERE!** CANADA

## **COLLECTIVE AGREEMENT**

Between:

**BERNARD ATHLETIC KNIT & ENTERPRISES  
LIMITED**

And:

**UNITE HERE ONTARIO COUNCIL  
AND LOCAL 437**

December 23<sup>rd</sup>, 2006

to

December 22<sup>nd</sup>, 2009

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BERNARD ATHLETIC KNIT & ENTERPRISES LIMITED

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## **ARTICLE 1 - PURPOSE**

- 1.01** The purpose of this Agreement is to provide lawful and orderly collective bargaining relations between the Company and its employees covered by this Agreement, through the Union, to secure prompt disposition of grievances, to eliminate interruption of work, and interference with the efficient operation of the Company's business, and to establish wages, hours, and working conditions for the said employees, all as set forth in the Agreement.

## **ARTICLE 2 - RECOGNITION AND SCOPE**

- 2.01** The Company recognizes the Union as the sole collective bargaining agency for all employees of Bernard Athletic Knit & Enterprises Limited, in the Municipality of Metropolitan Toronto, save and except foremen, foreladies, persons above the rank of foreman and forelady, supervisors, sales, office and clerical staff, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period.

"Employee" as used in this Agreement shall mean those persons described in the bargaining unit set forth in clause 2.01.

- 2.03** Where the context permits throughout this Agreement, reference to the male gender shall include the female gender, and vice-versa.

## **ARTICLE 3 - RELATIONSHIP**

- 3.01** Both parties recognize the importance of developing high levels of productivity, workmanship, and discipline for the mutual security and well-being of the Company and all of its employees.

**3.02** Nothing in this Agreement shall authorize, and the Company shall have the right to prohibit, Union activity on Company property, except as hereinafter specifically provided for.

**3.03** It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, colour, sex, religious creed, national origin or language.

#### **ARTICLE 4 - NO STRIKES OR LOCK-OUTS**

**4.01** In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement there will be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Company agrees that there will be no lock-out.

The Union further agrees that it will not involve the Company or its employees in any strikes between any other company and the employees of such a company.

**4.02** The Company shall have the right to discharge or otherwise discipline employees who take part or instigate any strike, picketing, stoppage or slowdown, but a claim of unjust charge or discipline may be subject of a grievance and be dealt with as provided in Article 8.

#### **ARTICLE 5 -MANAGEMENT RIGHTS**

**5.01** The Union recognizes and acknowledges that the management of the plant and direction of the working force are fixed exclusively in the Company and, without restricting the generality of the foregoing, the

Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, promote, demote, retire, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by the employee who had acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce, and alter from time to time, rules and regulations to be observed by the employees;
- (d) determine the nature and the kind of business conducted by the Company, the kinds and locations of plants, the equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the subcontracting of work, the contents of jobs, the schedules of production, the number of employees to be employed, when overtime shall be worked and require employees to work overtime in reverse order of seniority provided they are qualified to perform the work and only if a sufficient number of volunteers cannot be obtained, the extension, the limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company.

**5.02** In the exercise of its management rights, the Company agrees to do so in a fair and reasonable manner and consistent with the terms and conditions of this collective agreement.

## ARTICLE 6 - UNION SECURITY

**6.01** During the lifetime of this Agreement, the Company shall deduct from the pay of all employees, the equivalent amount of the monthly Union dues payable by all members of the Union as certified by the Union.

## ARTICLE 7 - UNION REPRESENTATION

**7.01** The Company acknowledges the right of the Union to appoint or otherwise select a plant committee which shall be composed of not more than five (5) stewards. All stewards shall have seniority during their time **of** office. The name and area of each of the stewards and the name of the chairman of the plant committee, from time to time selected, shall be given to the Company in writing and the Company shall not be required to recognize any such Steward **or** Chairman until it has been so notified.

**7.02** The Company undertakes to instruct all members of its supervisory staff to **co-operate** with the Stewards in the carrying out of the terms and requirements of this Agreement.

**7.03** The Union undertakes **to** secure from its Officers, Stewards and members their co-operation with the Company and with all persons representing the Company in a supervisory capacity.

**7.04** The privileges of Stewards *to* leave their **work** without **loss** of basic pay to attend to Union business is granted on the following conditions:

- (a) such business must be between the Union and the Management. Employees having grievances cannot discuss these with the stewards in working hours, except in the case of a discharged employee.

- (b) the time shall be devoted to the prompt handling of necessary Union business.
- (c) the Steward concerned shall obtain the permission of the foreman concerned before leaving his work. Such permission shall not be unreasonably withheld.
- (d) the time away from productive work shall be reported in accordance with the timekeeping methods of the department in which the steward is employed.
- (e) the Company reserves the right to limit such time if it deems the time so taken to be excessive.

**7.05** On the anniversary of this Agreement the Company shall provide the Union with information relating to the following matters for the employees in the bargaining unit:

a list of employees, showing their names, addresses, telephone numbers, date of birth and classifications ranked according to seniority, together with their rate of pay.

**7.06** The Company shall pay into the UNITE HERE Education Fund, one thousand hundred (\$1 000.00) dollars each year of the Collective Agreement starting January 1<sup>st</sup>, 2005.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION**

**8.01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violations of the Agreement as quickly as possible.



**8.02** No grievance shall be considered where the events giving rise to it occurred or originated more than two full working days before the filing of the grievance.

**8.03** Grievances properly arising under this Agreement shall be adjusted and settled as follows:

**STEP 1**

The aggrieved employee shall present his grievance orally to his foreman. The foreman shall give his decision within two working days following the presentation of the grievance to him. If the foreman's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows.

**STEP 2**

Within two working days after the decision is given at Step 1, the aggrieved employee may, with or without his steward, present the grievance to the Plant Manager, who shall consider it in the presence of the person or persons presenting same and the foreman. Written record of the grievance shall be established and acknowledged by the grievor and the Company. The Plant Manager will render his decision in writing within five (5) working days following the presentation of the grievance to him. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows.

**STEP 3**

If the matter is not settled, then within three (3) working days of the Manager's reply, the Union business representative may request a meeting with the Company's management. In such case the meeting shall be held between the Company management and the business representative as soon as practicably possible, but not later than two

(2) weeks after the Company received notification from the Union that such meeting ~~is~~ desired. A written record of this meeting shall be established and acknowledged by the Union and the Company. The Company shall give its reply in writing following such meeting.

- 8.04** If final settlement of the grievance is not reached at Step 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 8.05 below at any time within twenty-one (21) calendar days after the decision is given under Step 3 and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.
- 8.05** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation ~~or~~ alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in this Article above, and which has not been settled, will be referred to a Board of Arbitration, at a written request of either of the parties hereto.
- 8.06** The, Board of Arbitration will be composed of one (1) person appointed by the Company, one (1) person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.
- 8.07** Within five (5) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.
- 8.08** Should the person chosen by the Company to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in Article 8.07 above, the Minister of Labour of the Province of Ontario may be

asked to nominate a person to act as Chairman at any time thereafter.

- 8.09** The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be binding on both parties.
- 8.10** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.11** Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairman.

#### **ARTICLE 9 - UNION POLICY GRIEVANCE OR COMPANY GRIEVANCE**

- 9.01** A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing, within five (5) working days of the circumstances giving rise to the grievance. A meeting between the Company and the Union shall be held within two (2) weeks of the presentation of the written grievance. If the matter is not disposed of at or following such meeting, the grievance may be submitted to arbitration within twenty-one (21) days of the date of such meeting and Article 8 shall apply. Again, time limits may be extended by mutual agreement in writing. It is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the provisions of Sections .01 and .02 hereof shall not thereby be bypassed.
- 9.02** The Business Representative of the Union, wishing to attend at the Company's premises, shall contact the Plant Manager and arrange a

mutually convenient meeting time. Both parties shall co-operate in the setting of such a time.

It is understood that the representative of the Union will not interfere with the work of the employees or the operation of the Company.

## **ARTICLE 10 - SENIORITY**

**10.01** In cases of lay-offs which are anticipated to exceed five (5) working days, within any department, section or operation, the following factors will be considered:

- (a) seniority;
- (b) ability and productivity.

Where the qualifications in factor (b) are relatively equal, seniority shall govern.

Where a senior employee is subject to lay off for failing to meet the requirements stipulated in (b) above, that employee shall be given the opportunity to attempt another job, for a reasonable period of time, before being laid-off, provided a vacancy exists in another job classification.

The rate of pay for such an employee will be the rate of pay applicable to that job classification. Where piece work rates exist, Article 22 (22.2) will apply.

## **ARTICLE 11 - VACATIONS**

**11.01** A full time employee who, on the 30th day of June in each year has:

- (a) completed less than one year of continuous service with the Company shall receive vacation with pay in accordance with the provisions of the Employment Standards Act;
- (b) completed one year of continuous service but less than six years of continuous service with the Company shall receive two weeks' vacation with pay at four (4%) per cent of his total earnings for the previous year;
- (c) completed six years of continuous service but less than ten years of continuous service with the Company shall receive three weeks' vacation with pay at six (6%) per cent of his total earnings for the previous year;
- (d) completed ten years or more continuous service with the Company shall receive four weeks' vacation with pay at eight (8%) per cent of his total earnings for the previous, year excluding holiday pay.

## **ARTICLE 12 - PAID HOLIDAYS**

**12.01** The following shall be recognized as holidays to be paid for on the basis of the employee's straight time hourly rate multiplied by, the number of hours the employee would normally have worked on such day:

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

or days celebrated in lieu thereof, regardless of the day on which it falls, subject to the following conditions.

The Company will give an employee a day off with pay to obtain his Canadian Citizenship.

- 12.02** An employee will not be eligible for statutory holiday pay during the first three months of employment.
- 12.03** To qualify for holiday pay an employee must work his full scheduled working day preceding the holiday and his full scheduled working day following the holiday.

### **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

- 13.01** A week's work shall consist of forty (40) hours divided into five (5) working days from Monday to Friday inclusive of each week.
- 13.02** All work performed on Saturday and Sunday, all work performed in excess of forty (40) hours in a week shall be considered as overtime and shall be paid for at the rate of time and one-half (1/2).

### **ARTICLE 14 - BEREAVEMENT PAY**

- 14.01** In the event of the death of a regular employee's spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, sister-in-law or brother-in-law, an employee shall be entitled to three days leave of absence with pay, inclusive of the day of the funeral, for time lost by the employee on regular scheduled working days in order to attend and/or make arrangements for the funeral. In order to qualify, the employee must:
- (a) have completed his probationary period, and
  - (b) provide satisfactory proof of death.

## **ARTICLE 15 - MATERNITY LEAVE OF ABSENCE**

- 15.01** Maternity Leave shall be consistent with the Ontario Employment Standards Act.
- 15.02** The employee shall provide the Company with a certificate from a qualified physician, certifying the expected date of delivery and the date of return.
- 15.03** An employee who has been granted a maternity leave of absence, shall advise the Company, in writing, of her decision to resume working.

## **ARTICLE 16 - LEAVES OF ABSENCE**

- 16.01** The Company may grant a Leave of Absence, without pay, to employees if the request is for legitimate personal reasons. In granting such a leave, the Company will take into consideration whether the absence of the employee will unreasonably interfere with the normal operation of the plant. All Leaves of Absence should be in writing.

Any employee unable to report to work should contact the Company and give the reason for his absence.

## **ARTICLE 17 - BULLETIN BOARD**

- 17.01** The Company agrees to make space available on bulletin boards for the posting of Union notices pertaining to Union activities related to this Collective Agreement. Such notices shall be delivered to Management for approval and posting. Management's approval shall not be unreasonably withheld.

## **ARTICLE 18 - PROBATIONARY PERIOD**

- 18.01** An employee will be considered probationary for the first forty (40) days worked and will have no seniority rights during this period. The dismissal, layoff, or failure to recall after layoff of a probationary employee shall not be the subject of a grievance.

## **ARTICLE 19 - GENERAL**

- 19.01** In accordance with the spirit of this Agreement, both parties pledge themselves to co-operate in making the arrangements successful, and to use their influence and efforts for the promotion and development of goodwill, it being understood that this Agreement shall not operate in any way as to restrict output, impede processes of manufacture or management, but shall encourage maximum production and minimum cost and fair and equitable treatment to any individual concerned in it.

## **ARTICLE 20 - FRINGE BENEFITS**

- 20.01** The attached Letter of Understanding is an integral part of this Agreement.
- 20.02** The following provisions apply to all Employers, including this “Employer”, who participate in the UNITE HERE Benefits Trust Fund. Each of those Employers has executed and is bound to (I) an Agreement to Participate which forms part of this collective bargaining agreement, and (ii) collective agreement language which is known as “Part B” to the Agreement to Participate, and which is set out below in its entirety.
- 20.03** The provisions of this Part B shall be deemed to form part of every collective agreement between the Employer and UNITE HERE



Ontario Council ("UNITE HERE") ("the Collective Agreement(s)") covering eligible employees as described in section 2 of the Agreement to Participate ("the Agreement to Participate") in the UNITE HERE Benefits Trust Fund ("the Fund"). If there is any conflict between any provision of this Part B and any term of the Collective Agreement, this Part B shall govern.

- 20.04** In addition, Schedule "A" to the Agreement to Participate, as contemplated by section 7 of the Agreement to Participate, shall also be deemed to be part of the Collective Agreement(s) between the Employer and UNITE HERE. The provisions of this Part B and Schedule "A" are enforceable pursuant to the grievance and arbitration procedures set out in the Collective Agreement(s), however, any disputes regarding entitlement to benefits shall be processed in accordance with the Dispute Resolution Procedure in the Financial Agreement between the Trustees of the Fund ("the Trustees") and Maritime Life.
- 20.05** The Employer shall provide the benefits described at Schedule "A" through the Fund to the employees of the Employer in the bargaining unit(s) represented by UNITE HERE and to such other employees as are described in section 2 of the Agreement to Participate. The Employer and UNITE HERE agree that Schedule "A" is subject to the standard definition and administrative terms set out in the Insurance Policy held by the Trustees.
- 20.06** The Employer shall pay or deduct and remit premiums in the amounts and manner required by the Trustees pursuant to the Agreement to Participate.
- 20.07** In the event that an Employer does not make premium payments or remittances as and when required by the Trustees, the Employer shall be liable for interest on late or outstanding payments at 10% or such other rate as may be prescribed by the Trustees. The Trust Agreement creates obligations for Employers, which the Employer

and UNITE HERE hereby agree are enforceable under the Collective Agreement(s). These obligations include the obligations to:

- (a) pay late payment charges for interest, liquidated damages and reasonable legal and collection costs; and
- (b) post deposits, advance payments or surety bonds with the Fund.

**20.08** Moreover, the Fund may also suspend or terminate coverage for the Employer's eligible employees in the event that the Employer fails to make premium payments or remittances as and when required by the Trustees, in which case the Employer will be directly responsible to its employees for the provision of benefits.

**20.09** Notwithstanding that the benefit plan sponsored by the Fund may be a multi-employer benefit plan for the purposes of the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, the Employer and UNITE HERE agree that the Employer shall, pursuant to the Collective Agreement(s), pay premiums for eligible employees and their dependants throughout the first year after an injury to an eligible employee. For purposes of this section, the term "injury" has the same definition as in the *Workplace Safety and Insurance Act, 1997, supra*.

**20.10** The Employer shall permit the Trustees or their designate to attend at the Employer's premises to conduct an audit of the Employer's employment records for the purpose of verifying the calculation and determination of premium payments to the Fund.

**20.11** Effective January 1<sup>st</sup>, 2005 the Employer shall pay the full insurance premium for Dental Benefits for all employee who under the bargaining unit.

## **ARTICLE 21 - INCENTIVES**

- 21.01** The Company may establish incentive and/or production standards of a Bonus Work System for any plant operations with the objective of \*increasing productivity and providing an opportunity for employees to increase earnings. The incentive base rates for the respective departments shall be those agreed by the Union and the Company.
- a) Incentive and/or production standards will be set by time study using the digital stop watch.
  - b) The Company will determine the method to perform the operation. Once the prescribed method is satisfactorily set up, then the Company may establish an incentive and/or production standard on the operation.
  - c) Prior to the implementation of the piece work rate, the Company will post the style with corresponding dollars per hundred, per operation and units per hour, in a location convenient to the employees. All rates shall be provided to the Union Representative.
  - d) One hundred (100%) per cent efficiency shall be considered as normal and shall reflect the time required for a normal operator working under normal conditions at a normal pace using prescribed methods to produce a normal piece.
  - e) Base rate represents the 100% achievement level which the operator should achieve at the end of the specified training period.
- 21.02** In challenging, an incentive and/or production standards, the employee shall first discuss his/her complaint with the Department Supervisor and the Company's Industrial Engineer, and if so desired,

the employee may be accompanied by a Representative of the Union.

The Company will present a copy of all details involved in setting of the production standards to the Union. These shall include all facts, data, time studies, or any information pertaining to the operation.

If the complaint is not settled, then the employee shall, within five (5) working days of such discussion, present a written request to the Company's industrial Engineer for a joint time study.

- a) The joint time study will be taken as soon as possible between the Company's Industrial Engineer and the Union's Industrial Engineer. The Company will supply the Union's Industrial Engineer with the working papers regarding the production standard in dispute.
- b) In the event a higher or lower incentive standard is agreed upon by the parties during or subsequent to the joint study(s), or the Company and the Union resolve the employee's grievance or complaint in a satisfactory manner, the employee's earnings will be adjusted retroactively to the date the production standard in dispute was made effective.

## **ARTICLE 22 - TRANSFERS**

### **22.01 Temporary Transfers:**

An employee being transferred to another department shall be paid at their time work rate if a time worker, or their piece work average. A piece work employee who has been transferred to another operation for the convenience of the Company, shall be paid at their piece work average to be calculated quarterly.

**22.02** Permanent Transfers:

An employee being permanently transferred to another department, will receive four (4) weeks' training time and their pay shall be calculated in the following manner:

1st week	Piece work rate plus	12%
2nd week	Piece work rate plus	8%
3rd week	Piece work rate plus	6%
4th week	Piece work rate plus	4%

This training time schedule will not be applicable to employees who have experience on the job to which they have been transferred.

**ARTICLE 23 - WORKING PRACTICES**

**23.01** When bargaining unit employees are required to perform work on samples, they shall be paid as follows:

- (a) their time work rate for time workers
- (b) their average hourly piece work rate for piece workers.

**23.02** There shall be a ten (10) minute wash-up period in the Knitting Department each Friday. This wash-up period shall be observed at the end of the working day and those employees involved shall be paid:

- (a) their time work rate for time workers
- (b) their average hourly piece work rates for piece workers.

**23.03** All waiting time which has been caused by circumstances beyond the control of the employee, shall be paid as follows, provided his supervisor has been notified of the problem:

- (a) their time work rate for time workers
- (b) their average hourly piece work rates for piece workers.

**23.04** Any employee ordered to report for work and reporting will be guaranteed four (4) consecutive hours' work, or four (4) hours' pay in lieu thereof. However, this provision shall not apply if work is not available because of circumstances beyond the control of management, such as power failure, fire, machinery breakdown not susceptible of repair within a reasonable time, or the failure of other employees to report or to remain on the job.

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

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

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

## **ARTICLE 24 – RESPECT AND DIGNITY**

**24.01** The Employer and the Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats or harassment, including sexual harassment by employees, managers or supervisors towards each other will not be tolerated. Discipline shall be treated in a professional manner.

The Employer and the Union agree to abide by the Human Right Code of Ontario as amended from time to time.

**ARTICLE 25 - TERM OF AGREEMENT**

25.01 This Agreement shall be for a term of three (3) years commencing on the 23rd day of December 2006 and ending on the 22nd day of December, 2009, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty days nor **more** than ninety days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

**FOR THE COMPANY:**

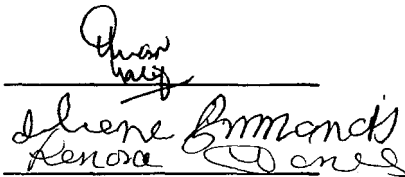


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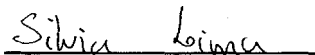
**FOR THE UNION:**



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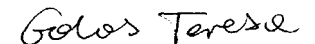
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## SCHEDULE "A"

### WAGE INCREASE AND SIGNING BONUS

- a) Effective July 1, 2007 all employees will receive a wage increase of twenty-five (\$0.25) cents per hour.
- b) Effective January 1, 2008 all employees will receive a wage increase of twenty-five (**\$0.25**) cents per hour.
- c) Effective January 1, 2009 all employees will receive a wage increase of twenty-five (\$0.25) cents per hour.

**All** employees will receive a Signing Bonus of one hundred fifty (\$150.00).

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**LETTER OF UNDERSTANDING**  
**RRSP CONTRIBUTION AND BONUS**

The Company agrees to meet with the Union to discuss RRSP contribution and Bonus for all employees.

25