

# **COLLECTIVE AGREEMENT**

**Between**

**Windsor Textile Limited**

**And**

**UNITE Ontario Council**

**November 15<sup>th</sup>, 2008**

**To**

**November 14<sup>th</sup>, 2011**

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## **ARTICLE 1 - RECOGNITION**

### **1.01 Management Rights**

It is the right of the Employer to manage and operate its business, to promote, demote, suspend, or otherwise discipline or discharge for proper cause any employee, subject to the right of the employee concerned to lodge a grievance in a manner and to the extent herein provided.

The Employer reserves the right to make or alter rules and regulations to be observed by employees, which rules and regulations shall **be reasonable and fair** with the provisions of this agreement, and any changes in such rules and regulations will be reviewed by the Union prior to being put into effect.

It is a right and function of the Company to determine the nature and kind of business conducted, the location of plants, the type and control of equipment, parts and materials to be used, the methods and techniques of work, the content of jobs and number, qualification and experience requirements of workers, the scheduling of production, the timing and necessity of operations, including the cessation or curtailment of any part thereof.

Nothing herein shall be exercised in a manner inconsistent with the provisions of the Collective Agreement, including all Letter Agreement, Letter of Intent, and Memorandums of Agreement.

### **1.02 Union Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to all employees of Windsor Textile Limited, in the city of Windsor and in the County of Essex, save and except Supervisors, those above the rank of Supervisors, Office and Clerical staff and Sales Persons. Bargaining Unit members shall be determined as those employees within classifications listed in **Appendix "A"**.

1.03 This Agreement does not apply in any respect, to persons who are excluded from the bargaining unit as provided in this Article.

## **ARTICLE 2 – STRIKES AND LOCKOUTS**

2.01 Both parties agree there shall be no strikes or lockouts during the time of life of the Collective Agreement.

2.02 For the purpose of this Article "strikes" and "lockouts" are as defined in the Ontario Labour Relations Act. This definition of "strikes" and "lockouts" will remain as the Act was worded on January 1, 2002, even if the statutory

definition is changed by the Provincial Government subsequent to ratification of the Agreement.

### **ARTICLE 3 – CONTRACT PREPARATION**

3.01 The Employer will present a final draft of the negotiated agreement for review and presentation for ratification by the membership. The Union will pay the cost of printing a copy of the Collective Agreement in a form to be provided to all employees with 100 copies of the Collective Agreement to be provided to the Company for distribution. The Collective Agreement booklet will be printed within three (3) months following ratification of the Collective Agreement.

The Union will provide copies of the Collective Agreement for all of the union members and the Company shall reimburse the union for the cost of the copies needed for Supervisors/Managers.

### **ARTICLE 4 - UNION SECURITY**

4.01 The Company agrees to institute a check-off, on forms supplied by the Union, and to deduct an amount of Union Dues to be determined by the Union. The amount shall be deducted on a bi-weekly basis from the employee's pay and then remitted to the Union on a monthly basis for all dues deducted in the previous month. **The Employer shall provide with the remittance an alphabetic list of all employees, specifying their of all employees, specifying their full name, the amount deducted for each employee, or the reason why no deduction was made, addresses, telephone numbers, social insurance numbers, classifications, employment status (full-time, casual, seasonal, part-time, etc.) seniority, date of change of status if applicable and their rate of pay. The Employer shall provide this information electronically or on compute disk if requested by the union.** The Company shall include the amount of dues deducted each year on each employee's T-4 slip. All Union Dues will be deducted from day one after completion of the probationary period and is non-refundable. The Union shall notify the Company when changes occur to the amount to be deducted, and of an initiation fee, if any.

4.02 The Plant Chairperson will be allowed two hours per day to conduct Union business.

4.03 The Company agrees that only Union members are to do bargaining unit work.

- 4.04 The Company agrees to provide a minimum of four hours work or four hours call-in pay.
- to employees on the Union bargaining committee to carry on negotiations with the Employer
  - to stewards or their alternates in performance of duties pursuant to grievances, arbitration or discipline
  - to employees of the Union acting as representatives to Committee functions for Joint Health and Safety or Pay Equity committee.
- 4.05 The Employer will supply to the Union committee the following information at the end of every four months:
- 1) Employee list indicating the employee's start date and to identify those employees who are on their probationary period.
  - 2) Employees on sickness and accident and/or Worker's Compensation during the month and the date of the occurrence:
  - 3) Employees on layoff during each month;
  - 4) Employees who have been discharged during the month;
  - 5) Any changes in the lead hands;
  - 6) The names, addresses, postal codes and telephone numbers of all bargaining unit employees
  - 7) Full-time/Part-time listings, by classification
  - 8) Updated seniority list every four (4) months.

## **ARTICLE 5 – LEAVE OF ABSENCE**

- 5.01 The Employer may grant a leave of absence without pay or benefits to any seniority employee for legitimate personal reasons. An employee shall continue to accumulate seniority while on a leave of absence up to thirty (30) **work** days. An employee requesting a leave of absence shall do so in writing at least three (3) weeks prior to the commencement of the requested leave, except in cases of emergencies. The Employer will respond to such request in writing within one (1) week. Approval of requests for leave of absence shall not be unreasonably denied. An employee who wishes to remain covered by the Health and Welfare Benefit Plans prescribed in this agreement may do so by paying the cost of the premiums.
- 5.02 An Employee returning from an approved leave of absence shall be returned to his/her former job classification, shift and rate of pay.
- 5.03 Union Leave – The Employer will grant a leave of absence without pay but without loss of benefits or seniority to members of the Union to attend Union business outside the facility, provided proper advanced written notice of

seven days was given to the Employer, to a maximum of fifteen (15) working days per year. The Union will pay the employee at his/her basic rate of pay during such leaves.

**5.04 Leave of Absence with current rate of pay and without loss of seniority or benefits will be granted:**

- to employees on the Union bargaining committee to carry on negotiations with the Employer
- to stewards or their alternates in performance of duties pursuant to grievances, arbitration or discipline
- to employees of the Union acting as representatives to Committee functions for Joint Health and Safety or Pay Equity committee

**ARTICLE 6 – MATERNITY, PARENTAL AND ADOPTION LEAVE**

6.01 The Employer and the Union agree to the principle of granting leave of absence to employees for the birth or adoption of a child. The Employer will grant employees maternity, parental and adoption leave in accordance with the provisions of the Employment Standard Act.

6.02 An Employee who qualifies for pregnancy leave pursuant to the Employment Standard Act is entitled, upon application, to an unpaid leave of absence for pregnancy leave to seventeen (17) weeks and up to thirty-five (35) weeks for parental leave. The Employee shall give the Employer two (2) weeks notice in writing of the day upon which the employee intends to commence a pregnancy and/or parental leave.

6.03 The Employer may fill the position of an employee absent on a pregnancy, parental or adoption leave with a temporary posting. The successful applicant shall return to his/her original position upon the return of the employee from pregnancy/parental leave.

6.04 An employee giving birth will receive a Company bonus of two hundreds (\$200.00) dollars if she returns to work within thirty-five (35) weeks, or current Ministry of Labour Standards, of taking her maternity/parental leave. This bonus will be paid after she has completed two (2) months of work upon her return. Employees returning shall be reinstated without loss of seniority.

**ARTICLE 7 – JURY DUTY**

- 7.01 When an employee is called for jury duty or subpoenaed as a Crown Witness, he/she shall receive for each day up to ten days absent from regularly scheduled working hours, the difference between regular pay lost and the amount of jury duty pay or witness fees received, providing the employee furnishes the Company with a Certificate of Service signed by the Clerk of the Court of the Court showing the amount of any fee received.
- 7.02 When and employee is to appear either as a Plaintiff or Defendant in a civil suit, he/she shall be allowed personal leave of absence for such purpose.

### **ARTICLE 8 - BEREAVEMENT**

- 8.01 In the event of the death of a seniority employee's spouse or partner, child (including step child), mother, father, grandparents, brother, sister, step-brother, step-sister, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandchildren, the employee shall be granted a paid excused absence of four (4) normally scheduled consecutive and complete work days (irrespective of regular days off and holidays), commencing with the date of death, upon written presentation of proof of death, where possible.
- 8.02 Spouse or partner shall be deemed to include same-sex spouse and same-sex partner.
- 8.03 In the event of the death of an uncle, aunt, niece or nephew the employee shall be granted a paid excused absence of one (1) day.

### **ARTICLE 9 – CONTRACTING OUT**

- 9.01 The employer agrees, where practical and feasible, to provide a minimum of one month's advance notice of lay-off in the event of any subcontract which impact on full-time bargaining unit positions. The Employer further agrees to disclose and discuss aspects of the subcontract with the Union with a view to varying or minimizing any negative impact on jobs.

### **ARTICLE 10 – UNION REPRESENTATION**

- 10.01 The Union shall have the right to elect or appoint, and the Employer shall recognize a bargaining committee of up to five (5) members.
- 10.02 The Union shall have the right to elect or appoint bargaining unit members to the following positions which the company shall recognize:



- A) President (Chairperson)
- B) Vice-President (Alternate Chairperson)
- C) Secretary
- D) Chief Steward
- E) Shop Steward (By department/By shift)

Note: A, B, C, and D above shall be construed as the Union Committee.

- 10.03 In cases of layoffs only, Union representatives shall have super seniority status. (Seniority above all other employees – very last employees to be laid off). Such status shall include A, B, C, and D above.
- 10.04 The Union will notify the Company on any Committee changes to Union positions, as they occur, regarding all Union positions.
- 10.05 A Staff Union Representative (A Staff Representative from the UNITE Office) and/or Local Union Representative may be present and participate in any meeting between the Union Committee and the Employer.
- 10.06 All bargaining unit employee's shall be entitled to speak to a Union Representative at anytime.
- 10.07 The Union will receive all outstanding job descriptions as they become available and copies of all updated job descriptions.
- 10.08 The Employer will recognize an alternate representative(s) to the Health & Safety Committee when there are absences.
- 10.09 The Employer will recognize an alternate Steward when a Steward is absent due to vacation, sickness, or approval leave of absence.

## **ARTICLE 11 - MEETINGS**

- 11.01 Regular Management/Labour meetings will be arranged between the President (Chairperson) of Local 153 and the Employer on a regular basis, but not less than once a month.

A Staff Union Representative and/or Local Union Representative may be present at a Management/Labour meeting.

Union Representatives attending Management/Labour meetings will be paid at their regular hourly rate or applicable overtime rate for time spent at such meetings.

## **ARTICLE 12 - SENIORITY**

- 12.01 New employees of the Employer will be considered as probationary employees until they have completed sixty (60) **work** days. **In situations where an employee shows potential, but has not successfully met the requirements of the Company, extensions to the sixty (60) day probationary period may be permitted to reassess the probationary employee after an additional period of time, not to exceed twenty (20) days worked upon agreement between the parties. Such extensions will not be unreasonably denied.** Upon completion of the probationary period, the employee will acquire seniority and will be given a seniority date which shall be the employee's date of hire. The seniority list will be revised by the Employer every four (4) months and posted. A copy of such seniority list shall be given to the Chairperson of the bargaining unit.
- 12.02 where two or more employees have the same seniority date, they shall be placed on the seniority list in an order determined by the punch clock time – first punched in is more senior.
- 12.03 It is the responsibility of the Employees at all times to keep the Company informed as to his/her home address and telephone number. The seniority rights and employment of any employee shall cease for any of the following reasons:
- 1) If an employee voluntarily quits the employ of the Employer;
  - 2) If an employee is discharged for just cause and such employee is not reinstated pursuant the provisions of the grievance and or arbitration procedure;
  - 3) If an employee fail to report for work in accordance with a notice of recall within five (5) working days notice after receiving a registered mailing of such notice, without satisfactory reason;
  - 4) If an employee is laid off for a period in excess of twelve (12) consecutive months from date of lay off.

### **ARTICLE 13 – LAYOFF AND RECALL**

- 13.01 In all cases of layoff, seniority will be recognized on a departmental, then a plant-wide basis, and the following terms and conditions will apply.

Students, part-time, then probationary employees will be laid off first, prior to any seniority employee.

Any layoff which the Company expects to last from one to three working days will required advance notice of 24 hours. Any layoff which the Company expects to last more than 4 working days will require advance notice of two weeks.

Exclusions: Events or occurrences which the Company considers to be extraordinary in contributing to or causing a layoff – eg. plant disaster, September 11 events, etc.

For any layoff expected to last more than four (4) weeks, a senior employee who is being laid off may elect to bump a junior employee in another department so long as the senior employee can sufficiently perform the work in the other department. A senior employee who elects to bump into another department will be given five (5) full days working on the job to decide if they wish to remain on the job and for the Company to determine the employee's capability to perform the job. If at the end of five (5) full days working on the job the employee decides to reject the job or the Company determines that the employee cannot perform the job, the employee will go on layoff. Following the five days period, the employee will be given a sufficient training period to learn the new job based on the complexity of the new job. The Plant Manager, in consultation with the Department Lead Hand and the Union, will determine the training period.

An employee bumping into another department will be paid at the job rate of the new job.

### **Bumping Procedure**

The Employer will identify the employee(s) in the department to be laid off in the reverse order of seniority. The identified employees will have the right to bump any employee with less seniority in the following manner:

The employer will identify the most junior employees on a plant-wide basis, regardless of department, equivalent to the number of employees to be laid off. This will be identified as the bumping pool. The following jobs will not be considered as part of the bumping pool:

- Lead hands
- Shippers/Receivers/Drivers
- Material Handler/Planner
- Production Planner
- Knitting Machine Mechanic

The employees identified in the group to be laid off, will have the right to choose any of the jobs in the bumping pool based on the order of highest seniority first. This progression continues until all available position are taken.

The employees identified within the bumping pool, where seniority allows, will have the right to displace a junior employee within the bumping pool.

## **Recall**

If there is an increase in the work force and there are employees on layoff, employees will be recalled with the following procedure before any positions are posted.

Employees on layoff or who have been displaced and are working in another department will be recalled in order of plant-wide seniority to their original department and job at their regular rate. If step one does not fill the position required, any other employee on layoff will be recalled in order of plant-wide seniority at the job rate of the job, provided they have the ability to perform the work required.

An employee laid off or displaced through the application of this Article will retain recall rights for a period of one year from the date of layoff.

If the recall procedure does not fill the position required, the job posting procedure would prevail.

- 13.02 In the event of layoff or recall, the Union will be notified.

## **ARTICLE 14 – DISCRIMINATION AND HARASSMENT**

- 14.01 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employees for reason of membership or activity in the union, race, colour, creed, age, sex, marital status, sexual orientation, handicap, disability, religion, nationality or citizenship, ancestry or place of origin – **or by any other grounds declared unlawful by the Ontario Human Rights Code.**
- 14.02 The Company and the Union support the requirements of the Ontario Human Rights Code in compliance and adherence to policy and procedures dealing with discrimination and harassment in the workplace. The Company has issued a **Respectful Workplace Environment Policy** which is appended as **“Appendix B”** to this contract.

## **ARTICLE 15 – HOURS OF WORK**

- 15.01 It is agreed between both parties that the hours of work will be forty (40) hours per week;
- 15.02 Any employee working hours in excess of the above will be paid time and one-half (1½) **the regular rate.**

- 15.03 All Saturday work shall be considered overtime and will be paid at time and one-half (1½) **the regular rate.**
- 15.04 All Sunday work and statutory holidays will be paid at **double time (x2) the regular rate of pay.**
- 15.05 The afternoon shift to be paid a \$0.15 per hour shift premium. The midnight shift to be paid a \$0.30 per hour shift. Both shifts will have a ½ hour paid lunch period. The midnight shift will additionally be paid for 8 hours in a 7½ hours shift.
- 15.06 There shall be a fifteen (15) minute paid morning break and a fifteen (15) minute paid afternoon break for all employees. Knitting Room employees currently practice a rotational system of breaks so that there is no disruption to the operation of the knitting machines.
- 15.07 8 hours for each shift, hours of work to be defined as:
- a) Morning shift 7:30am – 4:30pm
  - b) Afternoon shift 4:00pm – 12:00pm
  - c) Midnight shift 12:00pm – 7:30am
- 15.08 For the purposes of hours of work it is agreed and understood that the Local Union President shall maintain a steady “day shift” operation.
- 15.09 **Weekend Shifts**  
The Company and the Union have agreed on the structure and benefits pertaining to any formally arranged weekend shifts. Hours of work and other arrangements are as reproduced in “**Appendix C**” appended hereto.

#### **ARTICLE 16 – OVERTIME EQUALIZATION**

- 16.01 Overtime will be evenly distributed when reasonably possible among those employees in the same department and on the same shift.
- 16.02 The Plant Manager shall maintain a log, which shall be made available to the Union Executive on request, showing the hours of overtime worked by employees in each department. There shall be separate lists for full-time and part-time employees. All overtime will be offered to full time employees prior to asking any student or part time employee.

#### **ARTICLE 17 – JOB POSTING**

- 17.01 The employer recognizes that employees should be given every opportunity to advance. All job postings will be posted on a plant wide basis for a period of five (5) full working days. Such postings shall include the actual rate of pay, (hourly or piece work), shift to be worked and the job description including all of the required qualifications.
- 17.02 Where the qualifications of the applicants are relatively equal seniority will be the governing factor.
- 17.03 An employee who is the successful applicant will be given five (5) full working days on the job to decide if they wish to take the job and for the Company to evaluate the employee's capability to perform the job. If at the end of five (5) full working days working on the job, the employee decides to reject the job or the company determines that the employee cannot perform the job, the employee will return to their original job.
- 17.04 An employee who is the successful applicant will be given a sufficient training period to learn the new job based on the complexity of the new job. The Plant Manager, in consultation with the Department Lead Hand and the Union, will determine the training period.
- 17.05 In the event the selected applicant decides to reject the job, the next qualified employee will be given the opportunity to choose the job. This process continues until the job is filled. If the process fails to provide a successful applicant, the Company may fill the position with a new employee.
- 17.06 Successful applicant of a job posting will be restricted from applying for an other job for a period of 6 calendar months.

#### **ARTICLE 18 – TEMPORARY TRANSFERS**

- 18.01 An employee temporarily transferred by the Employer to another job and/or department shall receive the rate of the job they are going to, or the rate of their original job, whichever is the greater.

#### **ARTICLE 19 – WORK OF LEAD HAND**

- 19.01 It is understood that the Company needs to employ lead hands in different departments in order to keep that department in good working order. Such lead hands are also Unionized and therefore will not be allowed the following privileges:

- 1) No lead hand has the right to hire
- 2) No lead hand has the right to fire
- 3) No lead hand has the right to discipline
- 4) No lead hand has the right to evaluate an employee on his/her job performance, nor work habits except during an employee's probationary period.
- 5) No lead hands shall interview any candidates for employment.

#### **ARTICLE 20 – NEW CLASSIFICATIONS**

20.01 When a new classification is created the Employer may assign an employee to such job for a period not to exceed thirty (30) calendar days. It shall be the responsibility of the Employer to establish a wage rate with the Union's input and classification for such a new job within twenty (20) calendar days of commencement of the new job. The Employer agrees to discuss the rate and duties of all newly created jobs prior to its implementation. The Union reserves the right to challenge all new rates under the grievance procedure. The Company agrees to supply the Union with copies job descriptions for all bargaining unit job classifications.

#### **ARTICLE 21 – EDUCATION FUND**

21.01 The Employer has agreed to pay five hundreds dollars (\$500.00) per year of the Collective Agreement in the Union's Education Fund.

#### **ARTICLE 22 – WORK-RELATED INJURY ALLOWANCE**

22.01 An Employee injured on the job shall be paid for the balance of his/her shift on which the injury occurred if, as a result of such an injury, the employee is sent home by the Employer or is sent to an outsider hospital and a doctor at such hospital or the employee's own doctor certifies that the employee should not return to work. The Employer will make a available, and or cover the cost of transportation for such injured employee.

#### **ARTICLE 23 – VACATION WITH PAY**

23.01 The Company's vacation accrual period shall commence July 1 each year and end June 30<sup>th</sup> of the following year. Employees shall receive vacation accrual entitlements in accordance with the following periods of length of service:

1. Less than 5 years of service receive two (2) weeks annual vacation with vacation pay at 4% of the gross wages earned during the vacation accrual period.
2. Employees with 5 years but less than 10 years of service receive three (3) weeks annual vacation with vacation pay at 6% of the gross wages earned during the vacation accrual period.
3. Employees with 10 years but less than 25 years of service receive four (4) weeks annual vacation with vacation pay at 8% of the gross wages earned during the vacation accrual period.
4. Employees with 25 years of service receive five (5) weeks annual vacation with vacation pay at 10% of the gross wages earned during the vacation accrual period.

Effective November 14, 2006: four (4) weeks vacation at 8% after 12 years of service

Effective November 14, 2007: four (4) weeks vacation at 8% after ten (10) years of service

23.02 Accrued vacation pay will be paid annually on or about June 30<sup>th</sup>. Any employee arranging vacation prior to June 30 may request a vacation pay advance. Similarly, employees taking a later vacation period may request not to receive a June 30 payment, and defer receipt until their vacation period. The latest deferral time available will be September 30. The amount of vacation pay drawn will be limited to the past accrual period entitlement only (accruals after June 30 pertain to the following vacation year entitlements).

#### **ARTICLE 24 – PAID HOLIDAYS**

24.01 The Employer will pay all seniority employees their regular straight time hourly rate of pay for all paid holidays set out in this Article, provided the employee qualifies for the pay. Pieceworkers will be paid their average regular piecework earnings.

24.02 In order to qualify for holiday pay a seniority employee must have been employed for at least three months, must work on his/her last scheduled workday preceding the holiday and on the employee's first scheduled workday after such holiday, unless the employee is on vacation or an absence approved by the Company.



Recent changes to the Employment Standards Act have introduced minimum holiday payment provisions and calculations. The Company agrees to provide statutory holiday payment at the greater amount of the contract or the Employment Standard Act provisions.

24.03 Employees who are sick the day before or the day after the holiday are entitled to the holiday pay. Employees are required to notify the Plant Manager during the first portion of their shift. In cases when a statutory holiday falls within a vacation period, the last scheduled work day before a statutory holiday and the first scheduled work day following a statutory holiday shall mean the scheduled workday that falls immediately before or after an approved vacation period.

24.04 For the purpose of this Article only, an employee shall be considered as working on a holiday on any shift that commences on or after 11:00pm on the day before a holiday but before 11:00pm on the day of the holiday.

24.05 The parties recognize the following paid holidays.

New Year's Day	Victoria Day
Good Friday	Canada Day
Christmas Day	Boxing Day
<b>Family Day</b>	Easter Monday
Labour Day	Thanksgiving Day

**Employees will establish by vote the preference of having Civic Holiday or Christmas Eve off.**

24.06 In the event a paid holiday is observed within an employee's vacation period the employees will have the option of extending his/her vacation period by an additional working day.

24.07 In addition to the paid holidays listed in Article 24.05 above, employees will also receive one (1) Paid Personal Holiday ("PPH Day") effective with the contract year commencing November 15, 2004. There shall be no carry over of a PPH day beyond November 15<sup>th</sup> in any year. Seniority employees must have worked at least six (6) calendar months to qualify for the PPH day. The timing to taking the day will be at management's discretion, and will not unreasonably be withheld.

## **ARTICLE 25 – JOINT HEALTH AND SAFETY COMMITTEE**

25.01 Management and the Bargaining Unit will follow all procedure mandated by WSIB, OHSA, and the Ministry of Labour in relation to illness, accident, or injury on the premises. In all respects, the parties are responsible for the promotion of Health & Safety through training, communication, and the

establishment of a properly-structured and compliant Joint Health & Safety Committee. All Employees will be informed of their responsibilities for participating in and maintaining a safe workplace environment.

As part of its normal operating procedures, the Employer will maintain evidence of training provided to support legislated compliance requirements. The JHSC will maintain and administer a proactive Return To Work program designed to accommodate the requirements of injured or ill workers whenever feasible or possible.

Meetings of the JHSC will be held at periods and times not less than the provisions of OHSA. Incident reports generated which affect Health & Safety, including environmental issues or testing, will be available for review by the JHSC and Union executives.

The Company's Joint Health & Safety Policy is reproduced at "Appendix D".

## **ARTICLE 26 - DISCIPLINE**

- 26.01 A Union representative will be present during all meetings with employees regarding disciplinary actions. When an employee is called to an interview by a member of supervision and the purpose of the interview is disciplinary in nature, or could result in discipline, the employee will be so informed before the interview and will be advised to have a representative present, and the interview will not proceed until a representative is present. No employee shall be disciplined or discharged without just cause.
- 26.02 No disciplinary action shall remain against an employee's record for a period longer than fifteen (15) months.
- 26.03 Discipline is defined to include any recorded discipline issues to an employee, verbal, written or otherwise. A copy of any recorded discipline will be given to the Union Committee.
- 26.04 The Employer acknowledges that it will not utilize surveillance videos to measure the job performance of its employees but will continue to have the right to utilize surveillance videos for the purpose of safeguarding its assets and maintaining the security of the plant. The Union shall have the right to request viewing any video surveillance tapes with respect to any potential discipline toward employees, verbal, written or otherwise.
- 26.05 In all cases of investigations with the potential of some form of discipline, the Union will be notified in advance of such discipline and be given an opportunity to interview the employee prior to such discipline.

- 26.06 Discipline shall be issued in a timely manner.
- 26.07 A representative of the Employer's Human Resource Department will be present at all discipline or termination meetings, as well as the Union President or designate.
- 26.08 An employee shall have the right twice in each calendar year, with 48 hours prior notice, to review his/her personnel file, and to request copies of information contained therein.

## **ARTICLE 27 – GRIEVANCE PROCEDURE**

- 27.01 A grievance shall be defined as any difference or dispute between the Employer and the Union regarding the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
- 27.02 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 10 days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within 5 days of presentation of the written grievance. The Company or the Union, as the case may be, shall give its written decision within 5 days after such meeting has been held. If the decision is unsatisfactory to the grieving party, the grievance shall be submitted to arbitration within 10 days delivery of such written decision, and the arbitration section of this agreement shall be followed.
- 27.03 Employees who have a grievance shall first take the matter up with the Union Representative and the Plant Manager within five (5) working days of when the cause of the complaint occurred. If the grievance is not satisfactorily resolved within four (4) working days of this discussion, the grievance may be then taken up in the following manner:

### Step 2

The Union Representative shall submit the grievance in writing to the Plant Manager within five (5) working days of receiving the verbal response. The Company shall meet with the Union Representative(s) within five (5) working days after the date on which the grievance was received.

### Step 3

If settlement is not reached at Step 2, the grievance may be referred by either party to a Board of Arbitration as provided in Article 28 at any time within thirty (30) days after completion of Step 2.

An extension of time limit at any step of the grievance procedure including Arbitration may be granted by mutual agreement of the parties and such a request will not be unreasonably denied.

- 27.04 **All days referred to on Article 27 and 28 will not include weekends, holidays, or while the affected employees is on vacation.**

#### **ARTICLE 28 - ARBITRATION**

- 28.01 A grievance which has been processed in the manner prescribed in this Agreement within the time limits prescribed, may be submitted to arbitration in accordance with the provisions of this Article provided written notice to arbitration is given by the party seeking arbitration to the other party within thirty (30) working days after the decision of the President of the Company (or designate) as provided in Step 3 of sub Article 27.01 of this Agreement.
- 28.02 The arbitrator shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the Employer, the Union and any employees affected by the decision.
- 28.03 Each of the parties to this Agreement shall bear the fees and expenses of their own nominee and witnesses and the fees and expenses of the chairperson shall be shared equally between the parties.
- 28.04 The Board of Arbitration shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement.
- 28.05 **The parties may mutually agree to have an independent mediator to assist in attempting to resolve a grievance prior to arbitration. Such independent mediator will be selected by mutual agreement of the parties and the parties will jointly bear the expenses, if any, of the mediator.**

#### **ARTICLE 29 – CESSATION OF OPERATION**

- 29.01 The Employer shall advise the Union at least sixty (60) days in advance or as soon as the Employer becomes aware of any planned permanent shutdown in whole or in part of Windsor Textiles. The period of notice set out in this Article may be increased if required by the provisions of the Employment Standards Act.
- 29.02 In the event of a planned permanent shutdown, the Employer will meet with the Union to discuss contemplated closure with a view to providing a solution to the problem or jobs for the employees involved.

## **ARTICLE 30 – TECHNOLOGICAL CHANGE**

- 30.01 Technological Change is defined as a substantial change in technology to the process equipment, or methods of operation that differs significantly from those previously utilized by the Employer.
- 30.02 If the Employer anticipates that a technological change may have a major impact on the work performed by bargaining unit employees, the Employer will, as early as practicable, so advise the Union. At that time, the Employer will discuss the nature of the changes, the approximate number of employees likely to be affected by the technological change and the effect the technological change may have on the working conditions and conditions of employment.
- 30.03 Any new positions created as a result of a technological change will be posted in accordance with the job posting provision of the Collective Agreement.

## **ARTICLE 31 – EQUIPMENT AND TOOLS**

- 31.01 The Employer will make available all necessary tools and equipment at no cost to the employees. Such tools and equipment will remain the property of the Employer and the employees will be required to take reasonable care of this property.

## **ARTICLE 32 – PERSONAL PROTECTIVE EQUIPMENT**

- 32.01 The Employer will provide employees with such protective equipment, devices and safety clothing as is prescribed by the provisions of the Occupational Health and Safety Act.
- 32.02 The Employer, on the recommendation from the Joint Health and Safety Committee will also provide employees with such protective equipment, devices, safety clothing as it deems necessary, at no cost to employees.

Safety boots will be paid for by the company for employees in the following departments: Printing, General Help, Reconditioning, Maintenance, Boxing Machine, Material Planner, Production Planner, Lead Hands, Drivers and Warehouse workers. The Employer will reimburse up to one hundred and ten (\$110.00) dollars per year for each year of the Collective Agreement.

The Company will supply and maintain 2 sets of clothing annually for all employees in the following departments (maximum \$150.00 per year): printing, maintenance, reconditioning, general help.

32.03 The Joint Health and Safety Committee shall be advised with respect to the selection of the items specified in Article 32.01 and 32.02.

### **ARTICLE 33 - PIECEWORK**

#### 33.04 Piecework Plan

Piecework is paid on operations for which piecework rates can be established. Piecework will provide the opportunity for an employee to earn at least 20% above base rate. The method for determining a piecework rate is to first determine the standard time (as defined in "Standard Times") required to perform the job. The standard time is then multiplied by the base rate for the job. The result becomes the piecework rate for the job. When a piecework employee is required to perform work where piecework rates cannot be used they are paid in accordance with the "Methods of Payment".

#### **Definitions:**

##### Standard Time

The standard time for an operation i.e. defined as the time it takes for an experienced operator (working at a normal pace and under normal conditions) to perform the operation. The standard time for an operation is derived by methods analysis by which time values are arrived at by either time and motion study or predetermined time systems. The standard time for an operation will include fair allowances for personal time, fatigue and miscellaneous delays. Standard times represent standard hours/minutes per unit.

##### Revision of Standard Time

Standard times will remain unaltered, except where the times are stated to be provisional, or arithmetical errors can be demonstrated, or where there is an accumulated change in the methods, materials, equipment or quality requirements. Standard times will change only when the change alters the time by +/- 7.5%. If the parties are unable to agree on an acceptable piecework rate for a particular product the Company agrees to cooperate and allow the Union to bring in its own time study engineer to review the standard and to disclose any and all pertinent (including payroll) documents used in the establishment of the standard in question.

##### Average Hourly Earnings

The average hourly earnings rate per hour is calculated on the basis of the average of the total money earned divided by the hours worked in a regular week. The average hourly earnings rate will be calculated and adjusted every 12 weeks and changed accordingly. This average hourly earnings rate will be used for all payments as described in "Methods of Payment". The Union is to

receive copies of the 12-week average hourly earnings for each of the ongoing 12-week periods.

#### Methods of Payment

In order to provide fair payment to piecework operators to perform work under conditions that are adverse and beyond their control, the following methods of payments have been formalized.

- 1) When an operator is required to prepare or make sample product(s), they shall be paid at their average hourly earnings for the time it takes to make the sample(s). The operator must log onto the bar code operation to record the start time and log off the bar code operation to record the stop time for the time to make the sample at the time the sample is made.
- 2) When an operator is required to wait while their machine is repaired and no other machine is available to move to, they shall be paid at their average hourly earnings. The operator must log onto the bar code operation to start time at the time the delay occurs and notify the lead hand immediately. The operator must log off the bar code to record the stop time once the repair is complete.
- 3) When an operator is required to perform work due to an off standard condition which is beyond their control, they shall be paid one of the following:
  - a) If a time allowance (minutes or % increase) can be determined to allow sufficient time to perform the job on a piecework basis, this time allowance will be paid in addition to the piece work price for that particular work order only. This payment requires the approval of the Plant Manager to be eligible for payment.
  - b) If a time allowance (minutes or % increase) cannot be determined, to allow sufficient time to perform the job on a piece work basis, the operator will be paid at their average hourly earnings.
- 4) When a piecework rate is not established after a new operation is created or change is made to an existing operation, which invalidates the current piecework rate, this work will be paid at the employee's average hourly earnings until a piecework rate can be established.

### **ARTICLE 34 – HEALTH BENEFITS**

- 34.01 It is agreed that the Company will continue to offer the Medical and Dental Plan to provide the members with sick benefit, eye glass benefit, life insurance, hearing aid and all other benefits described in the Group Insurance provider's booklet explaining the plan. Group benefit changes cannot be made retroactively.
- 34.02 New employees will be entitled to this benefit after completing the sixty (60) day probationary period with the Company. It shall be the employee's option of involvement in the Group Insurance Plan. All bargaining unit employees are automatically covered for basis life insurance and weekly indemnity at no cost and without obligation to enroll in other group benefits.
- 34.03 It is agreed to revise the Medical Plan as follows:
- Weekly Indemnity (short-term disability) at (\$40.00 per day) (increased to 66 2/3 of weekly earnings) Company paid Life Insurance (term) at \$20,000 per employee (presently \$15,000). Company paid
- Dental –increase ODA to current, effective the first month following 30 days from ratification.
- Dental premiums to be shared 65% company, 35% employee, 1<sup>st</sup> year of collective agreement**
- Dental cost reimbursement to be 100% of eligible charges
- The Company has agreed to investigate the cost of prescribed orthopedic inserts with a view to providing a shared-cost benefit of 50% of insert costs up to \$100.00 per year.
- 34.04 Dental Plan participation shall be voluntary. The annual maximum will be \$1,000.00 per person per year, member. The ODA fee schedule guide will current within one year.
- 34.05 In the event of the layoff of a seniority employee, the Employer will continue to pay the premiums for the benefits prescribed in Article 34.01 for the month the layoff occurred and the following month. The employee can opt to pay the premiums if the layoff lasts longer than two (2) months.
- 34.06 The Employer will make available to part-time seniority employees on an optional basis, benefits in accordance with the Memorandum of Agreement date June 10, 2002, a copy of which is appended as Appendix "C".

### **ARTICLE 35 – RETIREMENT FUND**

- 35.01 The Company shall contribute monthly contributions of two percent (2%) of gross payroll of each individual employee to the Windsor Textile Limited Group RRSP to the benefit of the employees. These benefits shall accrue to



each of the employees based on their hours, including overtime hours, holidays, and paid leave of absence hours.

**These rates will increase to two and one-half percent (2½%) effective November 15, 2009 and three percent (3½%) effective November 15, 2010.**

35.02 The contribution amount will be remitted to the Windsor Textiles Limited Group RRSP provider no later than the 10<sup>th</sup> day of the month immediately following the month for which benefit accrued.

It is agreed that the Union will determine to apply collection and/or arbitration procedures in order to effect collection of premiums overdue to the Group RRSP. In the event arbitration procedures are required, the Employer must abide by the decision of the Arbitrator within forty-eight (48) hours of the said decision.

Address: **UNITE HERE Ontario Council  
460 Richmond Street West  
2<sup>nd</sup> Floor  
Toronto, Ontario M5V 1Y1**

**ARTICLE 36 – PAY EQUITY**

36.01 The Union and the Employer acknowledge responsibility under The Pay Equity Act to perform appropriate reviews of wage rates, and agree to commence such review procedures within three months of ratification of the present contract.

It is further agreed that all individual current rates of pay of bargaining unit members will be disclosed on request to the Union.

**ARTICLE 37– WAGES**

37.01 The following hourly wage rate increases have been agreed:

<b>November 14, 2009:</b>	<b>\$0.65 per hour</b>
<b>November 14, 2010:</b>	<b>\$0.95 per hour</b>

The following piecework rate increases have been agreed:

<b>November 14, 2009:</b>	<b>2.0%</b>
<b>November 14, 2010:</b>	<b>2.0%</b>

**ARTICLE 38 - DURATION**

- 38.01 This agreement shall remain in force and effect for a period of three years from November 15<sup>th</sup>, 2008 to November 14<sup>th</sup>, 2011 up to 8:00a.m.
- 38.02 Following such notice to bargain, the parties shall meet within fifteen (15) days of the notice, or as soon as possible thereafter.

**ARTICLE 39 – ADMINISTRATIVE ISSUES**

- 39.01 Payroll will be biweekly.
- 39.02 Drivers working out to town in excess of eight (8) hours per shift to receive \$10.00 meal allowance
- 39.03 Suitable office space will be provided for the Union Executive to conduct Union business.
- 39.04 All changes in the posted rules and regulations must be discussed with the Union
- 39.05 Drivers will receive assistance in loading and unloading trucks.
- 39.06 The number of machines per knitter per shift will be **will be variable based upon production needs. When the number of machines per operator per shift exceeds 35, additional help will be given to clean the machines and supply the machines with material. The frequency of the quality inspection requirements will be adjusted according to the additional machines added.**
- 39.07 Doctor's notes or medical forms requested by the Company will be reimbursed on presentation of proper receipt.
- 39.08 No amendments to the Collective Agreement will be made without Union agreement and prior notice.
- 39.09 The Union will receive two weeks advance notice of newly-created positions and a job description.

Dated at Windsor, Ontario the \_\_\_\_\_ day of \_\_\_\_\_, 2009

**For the Company**

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**For the Union**

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## APPENDIX A

### Respectful Workplace Environment Policy

The **Ontario Human Rights Commission** has issued comprehensive information covering both discrimination and harassment in the workplace.

The Management of Windsor Textiles Limited and the Local Executive of UNITE Ontario Council support the application of the Code, and have created policies and language to promote achieving a respectful workplace environment. Our present Union contract contains clauses dealing with both discrimination and harassment.

All employees are urged to review this policy carefully, and to contact your Supervisor, Union Steward or our Human Resources department with any concerns or questions. All employees have a right and a duty to advise of circumstances which contravene the Code. A copy of the Guide To The Human Rights Code is available in the Plant and in the Office for review by any employee.

The Company and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in a Union or association, race, creed, colour, age, handicap, disability, sex, sexual orientation, marital status, religion, nationality or citizenship, ancestry or place of origin.

Harassment is define as a course of vexatious comment or conduct that is known or ought reasonable to be known to be unwelcome, that denies individuals dignity and respect on the basis of grounds such as: sex, disability, race, colour, sexual orientation or other prohibited grounds as defined by the Ontario Human Rights Code.

Sexual Harassment is defined as any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual material like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Racial Harassment is defined as any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as slurs, written or visually offensive material, jokes or unwanted comments or acts.

Harassment does not include appropriate direction, delegation, or discipline administered by a member of Management or designate. Nor does it include events encountered in the performance of legitimate job duties.

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Date:

## APPENDIX B

### MEMORANDUM OF AGREEMENT

Between: UNITE Ontario Council (Union)

And: Windsor Textiles Limited (Company)

Re: **Weekend Shifts**

**In the event that the Company brings back the weekend shift, this Appendix will be negotiated at that time.**

Whereas the Company has previously advised the Union of the necessity of implementing a weekend shift arrangement and the parties have agreed to a joint discussion of the structure of the employee arrangements, the parties agree as follows:

1. **Probationary** hours required for Union membership will be 288 hours
2. **Union Dues** will be charged at 50% of the rate of full-time regular members
3. A separate weekend worker **seniority list** will be created and maintained
4. Main **group benefits** will be structured separately for weekend workers, and will contain appropriate provision for the following:
  - Group Life insurance at \$9000.00 (based on 40% of regular)
  - Weekly indemnity wrap around of \$84.00 per week (based on 40% of regular)
  - **RRSP employer contributions:**
    - 1<sup>st</sup> yr:2.3%**
    - 2<sup>nd</sup> yr:2.5%**
    - 3<sup>rd</sup> yr:3.0% - of gross wages**
  - Medical and dental program
  - Statutory holidays, pregnancy leave, and vacation pay rates will be as set by Employment Standards during a probationary period, and, where applicable, will follow terms of the Union contract after completing probation
5. **Hours of work** will generally consist of two 12 hour shifts, with each shift containing two 15 minute breaks and two 30 minute paid lunch breaks.
6. Whenever possible, the Company will provide a minimum of 30 days advance **notice of a significant layoff**. When this is not possible, the Company will advise the Union immediately upon learning of a situation which the Company feels will precipitate a layoff.

**7. Sit/Stand chairs to be provided for packaging.**

Date at Windsor, Ontario this                      day of                      , 2009

For the Company

For the Union

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## APPENDIX C

### Windsor Textiles Limited Health & Safety Policy

Issue Date: \_\_\_\_\_

Senior Management is committed to the prevention of injury and occupational illness. Methods and procedures to secure this commitment include the following:

1. Maintenance of a safe and healthy work environment
2. A commitment to meet and, where possible, exceed all legislative requirements for workplace safety
3. The implementation of required training and communication tools to enable managers and supervisors to take responsibility for and to ensure that safe and healthy conditions are met at the workplace
4. All subcontractors and their workers will be required to work safely and to meet or exceed requirements of our Company Health & Safety Policy
5. All workers will be responsible to work safely and report all unsafe and/or unhealthy conditions

Management will provide necessary resources to assist and facilitate workers in areas of communication of safety information and provision of appropriate training materials and courses. Management will respond quickly to ensure that any reported unsafe practice or area is immediately assessed for interim remedial action, which could include cessation of unsafe practices, repair or quarantine of unsafe areas, or the provision of safety equipment.

The policy will be adopted by the Company's Joint Health & Safety Committee for regular and sustained review or revision as necessary.

Date \_\_\_\_\_ at Windsor, Ontario

\_\_\_\_\_  
Barrie Rubin, President

Windsor Textiles Limited

Date: \_\_\_\_\_

To: All Employees, Windsor Textiles Limited

From: Ken Downing, JHSC co-chair

Re: **Health & Safety – Roles and Responsibilities**

The following summarizes roles and responsibilities of the **Employer, Supervisors, and Workers** in assisting with the continuous improvement and maintenance of workplace health and safety. Please take the time to review this material carefully, and refer any questions to your manager. Copies of this notice will be available from Human Resources.

These roles and responsibilities are specified under one or more of the Occupational Health and Safety Act, regulations, or the Ministry of Labour Guide to the Act.

### **Employer Roles and Responsibilities**

Ensure equipment, materials and protective devices as prescribed are provided and maintained in good condition, and that they are used as prescribed.

Ensure measures and procedures prescribed are carried out in the workplace.

Provide information, instruction and supervision to a worker to protect the health and safety of the worker.

Appoint only competent persons as supervisors.

Acquaint a worker or person in authority over a worker with any hazard in the work and in the handling, storage, use, disposal and transport of any article, device, equipment or a biological, chemical or physical agent.

Afford assistance and cooperation to the JHSC and its representatives in carrying out any of their functions.

Only employ persons of legal age, and not knowingly permit a person under such age to be in or about a workplace.

Take every precaution reasonable in the circumstances for the protection of a worker.

Post in the workplace a copy of the Occupational Health and Safety Act and any explanatory material prepared by the Ministry of Labour, both in English and in the majority language of the workplace, outlining the rights, responsibilities and duties of workers.



Prepare and review at least annually a written Occupational Health and Safety policy and develop and maintain a program of implementation.

Post at a conspicuous place in the workplace a copy of the Occupational Health and Safety Policy.

Provide to the JHSC or representative thereof the results of a report respecting occupational health and safety that is in the employer's possession, and a copy of the portions concerning occupational health and safety. Advise workers of the results of any such report, and, on request, provide copies of portions that concern occupational health and safety.

Prepare and maintain the Company's Emergency Spill Procedures regarding perchloroethylene, including the supply of any required safety equipment or device, the training of designated persons, and the posting of emergency numbers.

### **Supervisor Roles and Responsibilities**

Ensure workers work in the manner and with the protective devices, measures and procedures required by the Act and regulations.

Ensure workers use or wear the equipment, protective devices, or clothing that employer requires be worn.

Advise a worker of any actual or potential danger to the health or safety of the worker of which the supervisor is aware.

Where prescribed, provide a worker with written instructions as to measures and procedures to be taken for the worker.

Take every precaution reasonable in the circumstances for the protection of a worker.

### **Worker Roles and Responsibilities**

Work in compliance with the provisions of the Act and the regulations.

Use or wear the equipment, protective devices, or clothing that employer requires be worn.

Report to his/her supervisor or employer the absence or defect in any equipment or protective device of which the worker is aware which may endanger him/herself or another employee.

Report to his employer or supervisor any contravention of this Act or the regulations, or the existence of any hazard of which he/she knows.

Not remove or make ineffective any protective device required by the regulations or the employer without providing an adequate temporary protection device, and when the need for the removing or making ineffective the protective device has ceased, the protective device shall be replaced immediately.

Not use or operate any equipment, machine, device or thing or work in a manner that may endanger him/herself or any other worker.

Not engage in any prank, contest, feat of strength, unnecessary running, or rough and boisterous conduct.

## **APPENDIX D**

### **MEMORANDUM OF AGREEMENT**

Between: UNITE Ontario Council (Union)

And: Windsor Textiles Limited (Company)

Re: **Piecework**

The parties have discussed the introduction of the new Cut and Sew Department and agree that they will review the hourly wage rate and the introduction of a piecework rate and the implementation of such a system establishing the various base rates and associated piece rates. The base rates for the respective jobs shall be those agreed by the Union and the Company. An employee paid on a piece work basis who is required to wait for work due to breakdown of his/her individual machine or due to waiting for work or delays due to lack of work shall be compensated at the rate of his/her average hourly earnings for all such waiting time, provided such employee does not refuse any other similar work during such period.