

THIS AGREEMENT made and entered into at

Leamington, Ontario

as of the **27th day** of July, **1998**.

B E T W E E N :

H. J. HEINZ COMPANY OF CANADA LTD

(hereinafter referred to as the "Company")

OF THE FIRST PART

- and -

**UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 459**

chartered by the Amalgamated Meatcutters and
Butcher Workmen of North America, affiliated
with **A.F.L. - C.I.O.** and the Canadian Labour
Congress, on behalf of its Local **459**

(hereinafter referred to as the "Union")

OF THE SECOND PART

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INDEX

Article		Page #
1	Purpose	1
2	Recognition	1
3	Union Security.	3
4	Wages	4
4.04	Jury Duty	5
4.06	Bereavement Pay.	5
5	Shift Premiums	7
6	Hours of Work.	7
7	Holiday	11
8	Reporting Allowance and Call-h Pay. . .	14
9	Seniority	14
9.03	Seasonal	15
9.18	Vacancies (Postings)	21
9.22	Lay-Off	26
10	Vacations	28
10.09	Annual Plant Shutdown	33
11	Management Rights	33
12	Non-Strike Provision	35
13	Settlement of Grievances	35
14	Arbitration	41
15	Leave of Absence for (Union Rep.)	43
16	Sick and Welfare Plan	43
17	Uniforms.	46
18	Bulletin Boards	46

INDEX

Article		Page #
19	Rest Periods.	46
20	Safety and Health	47
21	General . . . ,	47
22	Termination and Renewal	49
	Appendix "A" (Rates)	50
	Job Grading.	51
	Rules and Regulations for Highway Drivers .	60
	Appendix "B" (Maintenance Line	
	Operator)	64
	Appendix "C" (C.O.L.A.)	65
	Appendix "D" (Maintenance LayOff	
	Guarantee).	65
	Appendix "E" (Pension Agreement) . . .	66
	Contract Letters	69
	Appendix "F" (Grade Rates)	77

ARTICLE I
PURPOSE

- 1.01 It is the purpose of this Agreement to maintain and promote harmonious relationship between the Company and its employees, to set forth hours of work, rates of pay and other conditions of employment and to provide an amicable method of settling any difference or grievance which may arise relating to conditions of employment.
- 1.02 The parties agree that to ensure the betterment of the **Leamington** Plant (employment levels and year-round operations), a joint Union/Management Committee will be established to review all aspects of the operation.

ARTICLE II
RECOGNITION

- 2.01 The Company **recognizes** the Union as the exclusive bargaining representative for all its employees at its **Leamington** Operations, save and except permanent assistant Department Heads, permanent assistant foreladies, and persons above those ranks, persons solely and permanently employed as office staff, quality control (laboratory) staff and those covered by other Collective Agreements.
- 2.02 The term "employee" when used in this Agreement refers only to persons employed

by the Company within the bargaining unit described in this Article and who have acquired seniority as set out in Sub-Article 9.02.

- 2.03 The term “probationary employee” when used in this Agreement refers only to persons who have not completed the probationary period prescribed in this Agreement and who have not acquired seniority as set out in Sub-Article 9.02.
- 2.04 The term “seasonal employee” when used in this Agreement refers only to persons employed by the Company within the bargaining unit described in this Article, but who are hired by the Company between July 1st and November 1st of any year.
- 2.05 The only provisions of this Agreement which apply to probationary employees and seasonal employees are those provisions which are specifically applicable to probationary employees and seasonal employees and such provisions shall only apply to probationary employees and seasonal employees to the extent specifically provided in such provisions
- 2.06 Whenever the singular or masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.

ARTICLE III
UNION SECURITY

- 3.01 All employees who are now members of the Union or who may later become members shall remain members in good standing during the lifetime of this Agreement as a condition of employment.
- 3.02 All employees, including seasonal employees, who may **hereafter** become employees in the bargaining unit, shall immediately upon expiration of **sixty(60)** consecutive working days with the Company, or **after sixty(60)** intermittent working days within a period of five **(5)** consecutive months but without necessarily having worked in each of such months, become and remain members in good standing of the Union during the lifetime of this Agreement as a condition of employment.
- 3.03 The Company will furnish to the Union, every two weeks, a list of employees with more than fifty **(50)** and less than fifty-five **(55)** consecutive working days with the Company.
- 3.04 The Company will deduct Union dues from the pay of each member of the Union when so **authorized** by such members in writing on a form acceptable to the Company. Such deduction shall be made monthly on the employee's first pay day of each calendar month and the amounts so deducted shall be transmitted to the Financial Secretary of Local

459 within twelve (12) days following each deduction. Upon written notice from the Financial Secretary of the Union, the Company agrees to deduct any assessment which may be levied from time to time.

- 3.05(a) The Company will provide the Union six months advance notice of permanent plant closure in order to set up an Adjustment Committee.
- (b) The Company will provide the Union three (3) months advance notice of partial plant closure in order to set up an adjustment committee. This shall apply only to a permanent layoff of fifty (50) or more seniority employees. This section shall not apply to seasonal operations.

ARTICLE IV

WAGES

- 4.01(a) The minimum hourly rates of pay shall be as follows:

after **60** days of actual work **\$8.00**

Any new employee obtaining sixty (**60**) days of actual work will receive the new rate of **\$8.00**.

- (b) The rates for all jobs under the job grading plan are applicable for all employees after **130** days of actual work with the Company.

- 4.02 Highway Transport Drivers shall be paid a weekly wage determined by the rate applicable under the job grading plan.
- 4.03 The rules and regulations and rates under the job grading plan appear as Appendix "A" hereto and shall be considered as part of this Agreement.

JURY DUTY

- 4.04 All employees required to serve on a jury shall, for the period of such service be compensated for the difference between the daily amount received by them as jurors and eight hours pay at the rate paid the employee the last working day before serving jury duty.
- 4.05 It is agreed that any employee, seasonal or otherwise, who have been in the employ of the Company for a period of sixty **(60)** days of actual work within a period of one year and who have been laid off and rehired within one year from the date of lay-off will receive, on rehiring, the rate of pay which was being received by them at the time of lay-off, together with any increases agreed to during the period of lay-off. Provided that, in any case, the rate of pay to be received by such an employee, upon rehiring, shall not exceed the rate then being paid to employees who have completed **60** days of actual work.

BEREAVEMENT PAY

- 4.06 An employee will be granted a leave of absence from work as required of three days

in the case of absence due to death of the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, member of his step family, grandparent, grandparent-in-law, and grandchild. Such employee will be paid eight (8) hours per day at the rate he received on the last day worked before such leave for each work day (Monday through Friday) that falls within the immediate three (3) calendar day period following the death of the employee's relative as specified above. In no case will an employee be paid for more than three (3) work days nor will an employee be paid for Saturday or Sunday under any circumstances. If the employee cannot attend the funeral, only one work day will be granted provided satisfactory evidence of death is furnished the Company. An employee will be granted on the same basis a leave of absence from work as required of one day in the case of absence due to the death of the employee's daughter-in-law, son-in-law, brother-in-law or sister-in-law.

- 4.07 Employees working on the afternoon (second) shift and on the night (third) shift shall receive their pay Thursday evening.
- 4.08 A cost of living allowance will be paid in accordance with Appendix "C".
- 4.09 Job titles and grades applicable to each department shall be posted in the respective departments. **Job instructions for plant jobs will be completed.**

ARTICLE V

SHIFT PREMIUMS

- 5.01 A shift premium of **forty-four (44)** cents shall be paid for all hours worked after **3:00** p.m. on a regular afternoon (second) shift and a shift **premium** of **sixty-six (66)** cents for all hours worked prior to **8:00** a.m. on a regular night (third) shift. To qualify for a shift premium on the night (third) shift, an employee must work the **majority** of his standard eight hours on that shift, prior to **8:00** a.m. to **qualify** for a full shift premium on the afternoon (second) shift or **night** (third) shift, an employee must work **50** percent or more is standard eight hours on his **respective** shift.
- 5.02 Where an employee has less than eight (**8**) hours off between shifts, a premium of time and one-half will be paid for such time as is worked by him during such an eight hour period, except where employees with the consent of supervision trade shifts for the employees' convenience.

ARTICLE VI

HOURS OF WORK

- 6.01(a) Hours of work shall be scheduled by the Company in accordance with its requirements.
- (b) It is agreed and understood that Monday commences at **12:00** a.m. (Sunday midnight)

6.02(a) Time and one-half shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, Monday through Friday, except to Highway Transport Drivers who are paid at a weekly rate. For the purposes of this paragraph, a **shift** shall be deemed to fall on the day on which it commences.

(b) During the period that tomatoes are being processed, probationary and seasonal employees shall be paid over-time at the rate of time and one-half for all hours worked in excess of forty (40) hours per week. The Company shall post notices prior to any work week when this period shall begin.

(c) Tomato Seasonal Continental Work Week

8 week duration only

All departments (all units)

5 x 8 hour shifts starting any day of the **week/5** days on, 2 days off.

All hours in excess of **8** hours per **shift** (40 hours per week) will be paid at one and one-half times the regular rate.

Employees required to work on the **6th** or **7th** day will be paid at a rate of one and one-half times for all hours worked.

The number of times the affected employees will be expected to work Saturday/Sunday at regular rate will be limited to 5 times out of the 8 week period. This is unlikely to impact more than 200 employees.

During the season, it is agreed that the 6th and 7th consecutive work day shall be treated as a Saturday and Sunday with respect to the hours of work and overtime provision in the Collective Agreement with the exception that the 7th day will be paid at the rate of time and one-half for all hours worked, (rather than double time).

Applies to seasonal and probationary employees only.

- 6.03 Double time shall be paid for work performed on Sunday except to probationary and seasonal employees during the tomato season.
- 6.04 (a) When the Company decides that overtime work is necessary, throughout the period of Monday to Friday, inclusive, it will be first assigned to employees on the same shift who are performing the work required, and then by shift seniority, provided they are ready and available for such work.
- (b) When overtime work is required on Saturday, Sunday or on a paid holiday, it will be allocated by seniority on a shift basis, provided the employees concerned have the necessary skill, merit and ability to

perform the work required. **Shifts** will be determined by the following guidelines:

- (i) The employees shall be deemed to be working on the shift on which he has spent the majority of his time during the week, Monday to Friday, preceding the Saturday and Sunday overtime. Example: an employee who works 3 days on days and 2 on nights would be considered for the day shift overtime on Saturday and Sunday, even though he was not on days on the Friday preceding the overtime.
 - (ii) In a week in which a paid holiday occurs, the holiday shall be considered as a day shift, provided the employee does not work a different shift on the holiday.
 - (iii) If an employee is absent due to illness, he shall be considered as working on the shift he was scheduled for the day he took sick.
 - (iv) Employees trading an individual day or night shift or by the week, shall be considered as working on their original scheduled shift.
- (c) It is understood that when skilled maintenance work is required by the Company on Saturday, Sunday or on a paid holiday, it will be distributed as equally as

practicable among the skilled maintenance employees within the respective skilled classifications concerned. An employee who declines such an overtime assignment will be credited therewith in the administration of this understanding.

- (d) When the Company decides that overtime work is necessary on Sunday, during the tomato season and pickle season, it will be allocated as outlined in 6.04 (a) above provided the assignment of overtime does not interfere with normal shift rotation.

ARTICLE VII

HOLIDAYS

- 7.01 (a) Employees other than probationary or seasonal employees who work on the day upon which any of the following holidays is observed, namely:

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

shall be paid at the rate of time and one-half for all hours worked in addition to the holiday allowance of eight (8) hours as provided in paragraph 7.02. These payments shall be computed on the basis of the rate applicable to the job performed.

- (b) **Two (2) additional days** as determined by the Company will be granted as a **recognized** holiday during the Christmas Season.
- (c) A holiday allowance of eight **(8)** hours will be paid for the last working day prior to Christmas Day and the last working day prior to New Year's Day subject to the conditions set forth in paragraphs **7.02** and **7.03**.
- (d) Each of the holidays will be observed Monday through Friday.

7.02 Employees other than probationary or seasonal employees not required to work on such **recognized** holidays shall receive a holiday allowance of eight **(8)** hours at the rate paid the employee the last working day before the holiday, provided he works his full scheduled working day immediately preceding and his full schedule working day immediately following such holiday unless absent for any of the following reasons:

- (i) Personal illness (proven by a Doctor's certificate acceptable to the Company);
- (ii) quarantined by order of a qualified health authority;
- (iii) death in the immediate family;

- (iv) compulsory Court attendance as a witness or on jury duty;
- (v) if absent up to **five (5)** working days when written leave-of-absence **therefor** has been granted by the employee's Department Head;
- (vi) absent on bona fide Union Business up to ten **(10)** working days.

7.03 In order to qualify for pay for the holidays as above, the employee's scheduled working day herein before referred to must fall within three working days before and within three working days after the said holiday (or within six working days before and within six working days after the said holiday where paragraph **7.02 (i)** applies) and must be worked.

7.04 In any week in which a paid holiday as provided by this Agreement falls, the Company shall pay time and one-half, for all hours worked in excess of eight **(8)** hours per day or thirty-two **(32)** hours per week except to Highway Transport Drivers as aforesaid. Highway Transport Drivers will be paid overtime after thirty-five decimal two **(35.2)** hours per week in any week in which a paid holiday as provided by this Agreement falls or in the week in which either the Friday preceding or the Monday following the employees' vacation period is taken as an additional day off in lieu of the holiday.

ARTICLE VIII
REPORTING ALLOWANCE AND CALL-IN PAY

- 8.01 An employee who is scheduled or notified to **report** for work and who does report for work on time shall be entitled to a minimum of four hours straight-time pay, unless previously notified by the Company not to report for work, provided that no reporting allowance shall be paid for any period of time worked by an employee within his regularly scheduled shift. Provided further, that if requested by the Company, the employee shall perform a minimum of four hours of such available work as the Company may assign, and, further provided that the Company's obligation to grant minimum reporting pay as above provided shall not apply where failure to furnish work is due to causes beyond the Company's control.
- 8.02 An employee who is called and returns to work after he has completed his scheduled shift and has **left** the premises of the Company shall be paid, regardless of the amount of time worked, not less than four **(4)** hours straight-time pay.

ARTICLE IX
SENIORITY

- 9.01 Seniority means length of continuous service with the Company. It entitles the employee to preference in cases of decrease or increase of the working force.

- 9.02 (a) An employee, other than a seasonal employee, acquires seniority after completing the probationary period of **sixty(60)** consecutive working days with the Company or after sixty **(60)** intermittent working days within a period of five **(5)** consecutive months but without necessarily having worked in each of such months, but when so acquired, the employee's seniority dates from the date first hired.
- 9.02 (b) **The Company agrees to post once every 2 years, preferred jobs only, in the departments that have agreed to such, by 213 consent. These jobs will then be offered to employees within their department by highest seniority.**

SEASONAL

- 9.03 A "seasonal employee" acquires seniority when retained in the Company's service **after** November 1 **st** of any year and after completing the established **sixty(60)** day's probationary period, but when an employee's seniority is so acquired, his seniority dates from the date first hired if the **sixty(60)** working days are accumulated within a period of five **(5)** consecutive months but without necessarily having worked in each of such months.
- 9.04 A new employee's seniority applies in the department to which he is assigned at the end of his probationary period, and continues in that department until the

employee is transferred to another department.

9.05 Wherever practicable the Company will give preference in hiring as seasonal employee, to those who were employed during the previous seasonal operations.

9.06 Wherever practicable the Company will give the opportunity for permanent employment to senior seasonal employees who are competent to do the work required of them. For the purposes of this section, a "senior seasonal employee" shall be deemed to be an employee who has accumulated a total of twelve months employment as a seasonal employee over a period of three consecutive seasonal operations as defined in Article 2 hereof.

PROMOTIONS

9.07 (a) In connection with promotions, other than appointments to supervisory positions, upgrading, demotions: layoffs and rehiring, seniority will govern where skill, merit and ability are comparatively equal. Promotion shall be on a departmental basis and the company shall give written notice to the Steward of the Department of any promotion.

(b) Upon making a promotion to a job having a classified rate, the Company will take into consideration employees' special qualifications as on file with the Human Resources Department.

- (c) In the application of paragraph 9.07 (a), time spent in filling a temporary or seasonal vacancy shall not result in an employee being given preference over employees who normally perform the job.

LOSES SENIORITY

- 9.08 An employee loses seniority when the employee:
- (a) quits or resigns;
 - (b) is discharged for just cause.
 - (c) in case of an employee with less than two (2) year's seniority, is laid off for lack of work for a continuous period in excess of the length of his seniority with the Company. In the case of employees with seniority with two (2) years or more, is laid off for lack of work, for a continuous period in excess of five (5) years:
 - (d) fails to report for work when called without a valid reason;
 - (e) fails to report for work within seventy-two (72) hours after being sent a written notice by registered mail addressed to the employee's last address known to the Company, advising that all seniority rights shall terminate if the employee fails to report within seventy-two (72) hours of such notice, unless the employee obtains a written extension of the

time within which to report within seventy-two (72) hours of such notice.

SHORAGE OF WORK

- 9.09 In the event of a shortage of work in any department, the senior employees shall have preference for the work available providing that there is no bumping within the day.
- 9.10 In the event of a temporary shutdown of one or more departments, plant-wide seniority will not apply to the employees involved with respect to lay-offs of two weeks' duration or less provided that this may only be applied once per calendar year to the same employees. If any of the paid holidays under paragraph 7.01 occur during such a shut-down employees who are laid off under this provision shall receive holiday allowance in accordance with paragraph 7.02, provided they work the full scheduled working day within three (3) working days immediately proceeding and within three (3) working days immediately following the shut-down. Employees who continue to work during shut-down shall qualify for holiday allowance in accordance with paragraphs 7.02 and 7.03.
- 9.11 In the case of lay-offs other than temporary, the following procedure shall apply:
- (a) Probationary employees shall be laid off first.

- (b)(i) Thereafter employees shall be laid off according to plant-wide seniority, provided that the employee entitled by seniority to work available has the necessary skill, merit and ability to perform that work. Position on the seniority list shall be determined by chronological order of hiring.
- (ii) Employees working in the maintenance department will have a special seniority status. As long as they are working in the maintenance department, they cannot be bumped off their jobs by higher seniority employees from production departments, who are being laid off due to a plant wide layoff.

HEALTH

- 9.12(a) The Company and Union agree that, where practical, the Company will try and place employee absent on sick leave or compensation, on jobs which they are capable of performing. If necessary, in the assignment of this work, the employees must agree to waive their seniority rights. This Procedure will be implemented on a trial basis for the term of the agreement.
 - (b) Notwithstanding the above displacement procedures, the Employer and the Union, at any time, can formulate special measures to modify the above displacement procedures to take into account the desire of the parties to **minimize** the impact of displacement or to deal with particular operational considerations.
- 9.13(a) A pregnant employee may apply for the take a leave of absence at the end of five months of

pregnancy and shall be entitled to be **re-employed** with full seniority rights provided she reports for work within two months after birth, unless she produces a medical certificate satisfactory to the Company showing that she is unable to do so.

- (b) In the case of adoption of a **pre-school** child, the mother or father may apply for leave of absence of three **(3)** months effective the date of receipt of the child and shall be entitled to be **re-employed** with full seniority rights at the termination of such leave.
- 9.14 The Company will **endeavor** to place an employee having long and faithful service who has become unable to handle his job in another job which he is competent to perform.
- 9.15 An employee who presents a medical certificate showing that he has been ill or disable by accident shall maintain his seniority rights during the period of such illness or disability.
- 9.16 Leave of absence if granted in writing by the Company will not affect an employee's seniority rating. An employee may under special circumstances receive a maximum of three weeks' leave of absence through his Department Head.
- 9.17(a) In any department where the job rotating system is now in effect, the present method of

rotation shall remain in effect, with the following provisions:

- (i) employees shall be treated equally with regard to being assigned higher paid work, providing they can perform such work;
 - (ii) no employee shall be compelled to rotate on jobs which he is not physically capable of performing.
 - (iii) employees who normally do not rotate will not be compelled to do so, so long as it is practicable.
- (b) In any department where the rotating system is not now in effect, the department shall continue to operate on this basis so long as it is practicable, and the senior employee in the department shall be given preference for the higher rated jobs.
- (c) The employees subject to the above provisions must have the necessary skill, merit and ability to perform the work.

VACANCIES

- 9.18(a) The term "vacancy" for the purpose of this Article, shall be defined as an opening in the departmental seniority list where the number of persons required by the Company exceeds the number employed therein, due to an employee's transfer, death, retirement, termination of employment, or an opening of a

new department, and the duration of which is expected to exceed 65 working days. The vacancy will be posted for three working days throughout the factory. Applications for transfer to a posted vacancy may be made in writing by employees throughout the factory who have more than two years' seniority.

- (b) In making a transfer, seniority will govern where skill, merit and ability are comparatively equal, it being understood that the Company will not be obligated to select an applicant if the applicant is not able to meet the normal requirements of the job. Nothing herein contained will prevent the Company from filling such vacancy with a candidate from outside the bargaining unit if none of the applicants from within the unit possess the necessary skill, merit and ability.
- (c) The job vacated by an employee transferred under these provisions will be posted but any subsequent vacancy resulting therefrom, will not be subject to posting.
- (d) An employee who fails to fill the requirements of a posted vacancy, at the option of the Company, will be transferred back to the department he worked in immediately preceding the transfer if he would have continued to work in that department except for his selection to the posted vacancy, or to some other department. Such employee may not apply for the same posted vacancy for a period of twelve months.

- (e) In the case of arbitration, not more than one employee may claim an improper selection for the same posted vacancy.

TRANSFER

- 9.19 When an employee after being transferred is laid off for any reason other than those specified in Article **11.02** of this Agreement, such lay-off shall not interfere with the accumulation of seniority in the new department. When so recalled, such an employee will have preference over employees with less departmental seniority to come back into the department he was working in at the time of layoff. When so reinstated, the accumulation of seniority will continue until six months after the date of the first transfer, or three months, whichever is applicable.
- 9.20(a) An employee who is transferred from one department to another department as a result of his own request acquires no departmental seniority in that new department for a period of six months except over employees brought into the department **after** the date of his transfer but if retained in that department after a period of six months, his departmental seniority based upon his total service as set forth above, applies in that new department only.

- (b) An employee who is transferred from one department to another department by the Company acquires no departmental seniority in the new department for a period of three months except over employees brought into the department after the date of his transfer but if retained in that department **after** a period of three months, his departmental seniority based upon his total service as set forth above, applies in such new department. However, an employee, who is transferred by the Company to a new department as a result of a reduction in the number of employees in his former department due to a technological change, shall acquire seniority in the new **department** as of date of transfer.
- (c) Where the transfer of a person in the employ of the Company from outside the bargaining unit into the bargaining unit is mutually agreed upon between the Company and the Union, such person (employee) acquires no seniority within the bargaining unit for a period of six months except over employees brought into the bargaining unit **after** the date of his/her transfer, but if retained in the bargaining unit after a period of six months, the employee's bargaining unit seniority will be based upon his/her total service with the Company.
- (d) In the application of (c) above, an employee who fails to fill the requirements of the position within six months from transfer into the bargaining unit, at the option of the company, will be transferred back to the department he/she worked in immediately preceding the

transfer if he/she would have otherwise continued to work in that department except for his/her transfer, or to some other department within his/her original bargaining unit for placement, if any, on the basis of skill, ability and seniority.

- (e) In the application of(c) above, for the purpose of layoffs within the period of one year following the employee's transfer into the bargaining unit from outside the bargaining unit, at the option of the Company, will be transferred back to the department he/she worked in immediately preceding the transfer if he/she would have otherwise continued to work in that department except for his/her transfer, or to some other department within his/her original bargaining unit for placement, if any, on the basis of skill, ability and seniority.

- 9.21 An employee transferred to any position within the Company excluded from the bargaining unit under this contract and subsequently transferred back to the bargaining unit within a period of one year, shall retain his full seniority within the bargaining unit and shall be considered to have been continuously employed therein, Any other employee transferred from a position within the Company outside the bargaining unit shall acquire seniority in the bargaining unit only over employees brought into the bargaining unit **after** the date of his transfer.

LAY-OFF

- 9.22 "Temporary lay-offs" shall in this Agreement mean lay-offs of not longer than five (5) working days. In the case of temporary lay-offs, seniority shall be applied by departments which means that the employees of a department have the first right to the work available in that department which they are competent to perform and that employees of another department with even more seniority even though competent to perform that work, cannot replace them by reason of greater seniority. However, if a temporary lay-off occurs due to an emergency, breakdown or a condition beyond the control of the Company, departmental seniority will not apply for a period of within two working days.
- 9.23 Seniority for the purpose of temporary lay-offs will be applied separately in the following departments, subject to such changes in the future as the interest of the business may require and as agreed to by the Union;
1. Vinegar/Paste Storage Department
 2. Can Filling Department
 3. Can and Baby Food Production
Maintenance Department
 4. **Cookroom** Department
 5. Glass Production Maintenance Department
 6. General Filling, Labelling and Packing
Department
 7. Building Service Department

8. Mechanical Maintenance Department
9. Construction Maintenance Department
10. Warehousing Department
11. Sauce Department
12. Supply and Storage Department
13. Garage Equipment Department
14. Production Preparation and Strained Food Kitchens Department and Rig Room, including Bean Picking
15. Cereal Department
16. Production Equipment Clean-up Department
17. Can Labelling Department
18. General Labour Department
19. Central Stores Department
20. Warehouse Maintenance Department
21. Vegetable Maintenance Department
22. Instrument, Electronics and Electrical Department

Seniority lists will be posted in each department semi annually. Position on the seniority list shall be determined by chronological order of hiring.

- 9.24 The Company will forward to the Union ten (10) copies of all departmental and plant seniority lists semi- annually.
- 9.25(a) The local Union President and Chief Steward shall have the privilege of working on the day shift.
- (b) The first Vice-President and Assistant Chief Steward shall have the privilege of working the day shift if the President or Chief Steward is

respectively absent for extended periods of time such as vacations, conventions, etc.

- (c) The Chief Steward or his\her replacement will be paid at a rate of pay determined by his\her classification or years of service.

ARTICLE X **VACATIONS**

- 10.01 Each regular employee shall be entitled to a vacation, its length to be determined as follows:
 - (a) If employed less than ten (10) months during the previous calendar year, one (1) day of vacation in the second calendar year for each full calendar month of service in the previous calendar year;
 - (b) If employed ten (10) months or more but less than one (1) full calendar year during the previous calendar year: **two(2)weeks** of vacation in the second calendar year;
 - (c) During the calendar year in which the employee celebrates his second (2nd) and each subsequent anniversary date of service, each regular employee shall receive two (2) weeks of vacation with pay;
 - (d) During the calendar year in which the employee celebrates his fifth (5th) and each subsequent anniversary date of service, each regular employee shall receive three (3) weeks of vacation with pay;

- (e) During the calendar year in which the employee celebrates his tenth (**10th**) and each subsequent anniversary date of service, each regular employee shall receive four (**4**) weeks of vacation pay;
 - (f) During the calendar year in which the employee celebrates his eighteenth (**18th**) and each subsequent anniversary date of service, each regular employee shall receive five (**5**) weeks of vacation with pay;
 - (g) During the calendar year in which the employee celebrates his twenty-fifth (**25th**) and each subsequent anniversary date of service, each regular employee shall receive six (**6**) weeks of vacation with pay.
- 10.02 Five (**5**) working days shall constitute one week.
- 10.03 Vacation with pay shall be calculated as follows:
- (a) Employees entitled to two (**2**) weeks or less vacation
 - 4 percent of earnings for the preceding calendar year;
 - (b) Employees entitled to three (**3**) weeks vacation
 - 6 percent of earnings for the preceding calendar year;

- (c) Employees entitled to four (4) weeks vacation
 - 8 percent of earnings for the preceding calendar year;
- (d) Employees entitled to five (5) weeks vacation
 - 10 percent of earnings for the preceding calendar year;
- (e) Employees entitled to six (6) weeks vacation
 - 12 percent of earnings for the preceding calendar year;
- (f) Vacation pay shall be calculated as follows:
 - (i) if the employee has worked 500 or more hours during the preceding calendar year, 2 percent of earnings for such preceding calendar year for each week of vacation entitlement, or the equivalent of the employee's regular hourly wage rate for a forty-hour week, which ever is greater,
 - (ii) if the employee has worked less than 500 hours during the preceding year, 2 percent of the employee's earnings for such preceding calendar year each week of vacation entitlement,
 - (iii) in calculating time worked, absence while receiving Workers' Compensation, Weekly Indemnity, or casual union business, paid holidays and vacations will be credited as time

worked on the basis of eight **(8)** hours for each day the employee would otherwise have regularly worked, provided that the employee has worked during such preceding calendar year,

- (iv) in the case of employees who move from job to job, their job grade rate for vacation pay will be determined by the job grade rate they receive for the third week prior to the week of their vacation. If the employee did not receive **40** hours of pay for that week, the determining week would then be the fourth week. You would continue to substitute the next prior week until a regular week of work was found.

10.04 (a) When a "paid" holiday occurs while an employee is on vacation, he will be paid "holiday" pay in addition to regular vacation **pay**.

- (b)(i) Employees will have the option of taking an additional day off on either the Friday preceding or the Monday following their vacation, if a paid holiday occurs during their regular vacation period. The Employees must notify supervision of their intention no later than one **(1)** week prior to the commencement of their vacation.

- (ii) Employees whose vacation monies are considerably reduced because of absence the preceding year, may elect to take a reduced vacation time during the current year equivalent to the amount of their vacation monies. The amount of vacation time to be

taken is to be reviewed by the Human Resources Department, subject to legal requirements.

- 10.05 Vacations must be taken in periods of not less than one week at a time unless an employee's service entitles him to less than one week, in which case, he must take all of his vacation at one time. Employees entitled to a vacation will take it when convenient to the Company. Exceptions to this policy will only be granted under special circumstances and must be approved by the Vice-President - Manufacturing.
- 10.06 When practicable, vacations will be scheduled as requested by the employees in employee seniority order **up to May 1, thereafter on a first come, first serve basis**, except that efficient operations of the plant shall be the first consideration and the Company shall have the right to assign vacations on that basis.
- 10.07 An eligible employee upon being laid off indefinitely without having received the paid vacation provided under this Article, will receive vacation pay accumulated to the employee's credit at the end of the previous calendar year, unless the employee notifies the Company in writing at the time of lay-off that he prefers to postpone such paid vacations until later in the calendar year in which he is laid off. Vacation pay will be made by cheque.

10.08 Upon termination of employment, an employee will receive vacation pay accumulated to his credit.

10.09 A N N U A L

2 weeks in July

2 weeks in December

Statutory Holidays will be included in the 2 week shutdown in December.

Posted by February 1st indicating what departments will be shutdown.

If **after** February 1st changes are required that necessitate departments working, volunteers will be sought by Department seniority and then by Plant seniority.

1 week mandatory vacation must be taken during July shutdown.

ARTICLE XI MANAGEMENT RIGHTS

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

- (i) Maintain order, discipline, efficiency;
- (ii) Hire, classify, direct and lay-off;
- (iii) Discharge, transfer, promote, demote, suspend, or otherwise discipline employees

subject to the right of the employee concerned to lodge a grievance as herein provided;

- (iv) Make and alter from time to time rules and regulations to be observed by the employees provided they are not inconsistent with the provisions of this Agreement;

- (v) Generally to manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing, to determine the products to be manufactured, methods of manufacture, schedules of production, kinds and location of machines and tools to be used, processes of manufacturing, the engineering and designing of its products, the control of materials and parts to be incorporated in the products produced and the extension, limitation, curtailment or cessation of operations.

11.02 It is understood that the cause for which the Company may summarily suspend employees (provided that the suspension will not preclude the Company from discharging the employee) include the following:

- (i) intoxication;
- (ii) disorderly conduct;
- (iii) insubordination;
- (iv) **unauthorized** absenteeism;
- (v) neglect of duty;

(vi) carelessness endangering the safety of others;

(vii) **theft** or destruction of Company property.

11.03 The termination of any employee without seniority may be for any reason as determined by the Company.

11.04 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE XII

NON-STRIKE PROVISION

12.01 The Union agrees to accept and abide by all the terms and conditions of this contract and during its term will not permit its members to engage in any walk-out, sit-down, slowdown or other interference with or interruption of work, and that it will not call, countenance or otherwise encourage any walk-out or strike. Any employee violating this provision shall be subject to disciplinary action as determined by the Company. The Company agrees to accept and abide by all the terms and conditions of this contract and during the term will not lock out the employees.

ARTICLE XIII

SETTLEMENT OF GRIEVANCES

13.01 The Union will select Departmental Stewards and a Chief Steward for the plant. The

Company will be advised by the Union of the names of its stewards and will **recognize** such representatives of the Union in processing grievances as hereinafter set forth.

- 13.02 All grievances shall be dealt with during working hours where possible without loss of time or pay to the parties involved.
- 13.03 It is understood that Stewards, including the Chief Steward, have their regular work to perform on behalf of the Company and will spend only such time during working hours as is necessary to service grievances as provided under the grievance procedure. If it is necessary to service a grievance as **authorized** by this Agreement, they will not leave their regular work without first obtaining the permission of the Department Head of the Department in which they are respectively employed. It is also understood that a Steward shall not enter another Department without first obtaining the permission of the Department Head of such department and notifying him as to the nature of the grievance and the personnel involved. The Steward, upon leaving a Department after servicing a grievance, will notify the Department Head thereof, and upon resuming his regular work, after servicing a grievance in his own or another department will report to his own Department Head. Whenever, in the opinion of the Department Head concerned, more than a reasonable period of time has been taken by a Steward in servicing a grievance, the Steward's Department Head may decline to

approve payment to such Steward for such excess time. The term "Department Head" shall mean the person supervising the work force.

- 13.04 It is understood that an employee has no grievance until he has given his Department Head an opportunity to adjust his complaint which shall be presented by the employee who shall be accompanied by his Departmental Steward to his Department Head within three full working days after the circumstances giving rise to the complaint have originated or occurred.

If an employee has an unsettled complaint, it may be taken up as a grievance within three full working days after receiving the Department Head's decision in the following manner and sequence:

Step No. 1:

Between the employee, who may be accompanied by his Departmental Steward, and his Department Head. The grievance shall be presented in writing and the decision of the Department Head shall be rendered in writing within two full working days following the presentation of the grievance. Failing settlement, then:

Step No. 2:

The matter may be presented in writing within two working days to the Human Resources Department at which time the written record of

the grievance shall be submitted and the Human Resources Department's written decision given within not more than three working days following receipt of the written grievance at this step.

Failing settlement, then:

Step No. 3:

Within five full working days following the decision under Step **2**: the grievance shall be submitted as part of the agenda for a meeting between the Company's representatives and members of the Plant Grievance Committee, not exceeding six in number. An International Representative of the Union may be present at such meeting. The decision of the Company's representatives shall be given in writing within five full working days of the said meeting.

- 13.05** Failing settlement of any difference between the parties under Step No. 3 of the Grievance Procedure, arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is **arbitrable**, such difference or question may be taken to arbitration as provided in Article **14**. If no written request for arbitration is received within ten working days after the final decision under the Grievance Procedure is given, it shall be deemed to have been settled or abandoned.
- 13.06** Any difference arising directly between the Company and Union may be submitted by either party at Step No. 3 of the Grievance

Procedure and time limits provided thereby shall appropriately apply to both parties.

- 13.07 The aggrieved employee may be present during each step of the Grievance Procedure and at Arbitration. When a group of employees has a complaint or grievance it shall first be taken up under Step No. 2 and they may be represented by the appropriate Steward and not more than two employees.
- 13.08 Any adjustment arising under a settlement through the Grievance Procedure or under a decision of an Arbitration Board shall not be made retroactive prior to the date the matter is first presented under the Grievance Procedure, except as to improper classification or bookkeeping error involving an employee's earnings.
- 13.09 All decisions arrived at, between representatives of the Company and the representatives of the Union, at any step of the written grievance procedure, shall be final and binding on the Company, the Union and the employee or employees concerned. The Company shall submit a written reply to each written grievance.
- 13.10 Failure of the Union or employees to comply with the time limits in Step 1, 2 and 3 above, shall be considered as acceptance of the last answer given, thus disposing of the grievance. Failure of the Company to comply with the

time limits provided in Steps 1, 2 and 3 above shall be considered a refusal of the request involved in the grievance and immediate appeal to the next step in the procedure may be taken. When either party desires additional time within which to properly process a grievance, additional time within reasonable limits shall be granted by the other party upon written request.

- 13.11 The Company will supply the Union with a list of the Department Heads and Assistant Department Heads excluded from the provisions of this Agreement as aforesaid and will notify the Union of any changes thereto.
- 13.12 At any step in this grievance procedure, the Executive Board of the Local Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, **difficulty** or dispute further if, in the **judgement** of the Executive Board, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Executive Board. Once the aggrieved employee has been notified either by their steward or the Union Business Representative that their grievance is being dropped because of lack of merit, the aggrieved employee has fifteen calendar days to appeal that decision by sending a letter to the Union President requesting to appear before the Union Executive Board.

- 13.13 Notwithstanding anything contained in this Agreement, the provisions of this Article and the provisions of Article XIV of this Agreement do not apply to probationary employees, or to seasonal employees nor shall the provisions of this Article or the provisions of Article XIV of this Agreement be available to the Union on behalf of any probationary employee or on behalf of any seasonal employee.

ARTICLE XIV
ARBITRATION

- 14.01 When either party requests that any matter be submitted to arbitration as herein before provided it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an Arbitrator. Within five days thereafter the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein requested, the Minister of Labour for the Province of Ontario shall have power to effect such an appointment upon the application thereto by the party invoking arbitration procedure. The two arbitrators shall, within five days of the appointment of the latter of them, attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within such a period of **five** days, they shall then request the Ontario Labour Arbitration Commission to assist them in selecting an impartial Chairman, provided that the Chairman shall be selected from other

than the Civil Service and shall be chosen having regard to his impartiality, his qualifications in interpreting collective bargaining agreements and his familiarity with **industrial** relations.

- 14.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 14.03 No matter may be submitted to arbitration which has not been properly carried through all previous Steps of the Grievance Procedure.
- 14.04 The Arbitration Board shall not be **authorized** to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 14.05 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority, or failing that, the Chairman of such Board will be final and binding upon the parties hereto and the employee or employees concerned.
- 14.06 Each of the parties hereto will bear the expense of the arbitrator representing it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

ARTICLE XV
LEAVE OF ABSENCE FOR UNION
REPRESENTATIVES

15.01(a)

A leave of absence with seniority maintained will be granted for a period of two years to two employees (only one per department) at any time accepting a full-time position with the Union subject to renewal upon mutual agreement of the Company and the Union. For the interpretation of this clause for leave of absence for union representatives means that the time spent on leave of absence is accumulated for seniority purposes only but not for fringe benefits, e.g. pension service, etc., unless specifically agreed upon.

- (b) Reasonable time off with seniority maintained shall be granted to Union representatives to attend bona fide Union business, provided competent replacements are available for those employees desiring to be away from work. Every consideration will be given a Union officer to make it possible for him to attend Union meetings.

ARTICLE XVI
SICK AND WELFARE PLAN

- 16.01** The Company agrees to assume the cost of the following Sick and Welfare Plans with respect to each employee while in the active

employment of the Company who is eligible for benefits thereunder:

- (a) Ontario Health Insurance Plan;
- (b)(i) The Weekly indemnity Plan providing a maximum coverage of fifty-two (52) weeks shall provide a weekly indemnity allowance equivalent to the sixty-six and two-thirds (66 2/3) percent Unemployment Insurance Commission Plan for employees who qualify thereunder;
- (ii) For employees with less than one year's service with the Company, benefits provided will be the length of Company Service;
- (iii) Weekly indemnity payments will continue only while employees are on the active payroll;
- (c) All regular employees shall be entitled to Weekly Indemnity benefits immediately upon reinstatement on the payroll following a lay-off;
- (d) Supplementary **Hospitalization** Plan to be continued;
- (e) **The Company will pay the first \$6.50 for dispensing fees on prescriptions.**
- (f) The present supplementary Health Care Benefit Plan will remain in effect;

- (g) The Company will provide a Dental Plan; 9 **month check-ups;**
Year 1998=1997 O.D.A.
Year 2000=1998 O.D.A.
 - (h) The present Long Term Total Disability Plan will remain in effect;
 - (i) Out-of-Province/Country emergency treatment:
 - (j) The Company will provide a basic vision care plan; 1 pair every two (2) **years; \$200 every two (2) years.**
 - (k) Physiotherapy treatment covering visits to licensed clinics.
 - (l) **Chiropractor coverage \$250 per year;**
 - (m) **Benefit maximum per life time for retirees or their dependents**
Year 2000=\$25,000
Year 2001=\$30,000
 - (n) **Option to continue Life Insurance after retirement at same cost (after 05/01/98) up to age 65;**
- 16.02(a) The plan documents for all sick and welfare benefits provided under this agreement **are an** integral part of the Collective Agreement and are hereby incorporated by reference into it. The Company will provide the Union with complete and current documents of all benefit plans.

16.02(b) The Company will insure and agree if Benefits Carrier is changed the same coverages will apply.

ARTICLE XVII

UNIFORMS

17.01 Will be issued according to Company/Government regulations.

ARTICLE XVIII

BULLETIN BOARDS

18.01 The Company agrees to maintain eight (8) bulletin boards on which the Union may post notices of the time and place of meetings, recreations, social affairs and elections and names of **officers** or accredited representatives and such other notices as may be approved by the Company. The Union shall deliver one copy of each such notice to the Human Resources Department one-half hour prior to posting.

ARTICLE XIX

REST PERIODS

19.01 Employees shall be entitled to two (2) rest periods of ten (10) minutes each per eight (8) hour shift and in the event of employees being required to work overtime, they shall be given a ten (10) minute rest period for each two (2) hours of overtime worked.

ARTICLE XX
HEALTH AND SAFETY

- 20.01 The Company will make reasonable provision for the safety and health of the employees in the Plant during their working hours.
- 20.02 A Union representative will be appointed by the Union to the Company's Safety Committee to attend safety meetings. The Company agrees to notify this Union Safety Representative of any lost time accidents in the bargaining unit.
- 20.03 The Company will provide safety shoes to all employees who are required to wear them.

Safety Shoes Allowance to be:

1st year of collective agreement=\$75
2nd year of collective agreement=\$75
3rd year of collective agreement=\$100

ARTICLE XXI
GENERAL

- 21.01(a) No work shall be **performed** by employees outside the bargaining unit except in the cases of emergency, experimental work, instruction of employees or for relief work.
- (b) **The Company will endeavor to discuss with the Union, work that is being considered to be contracted out, that is not of an emergency nature. The purpose of the discussion will be for the**

Company to outline the work to be done the reasons for contracting it out and obtaining the Union's feedback and possible options.

- 21.02 The Chief Steward will be furnished with a copy of any Employee Report given to an employee.
- 21.03 It is the Company's intention to provide the Union with an **office** on Company premises and locators for the term of the contract.
- 21.04(a) **The Company agrees that no employee shall be discharged or disciplined except for just cause.**
- (b) **The Company agrees that where meetings are held with employees concerning their work or conduct, which implements any form of **official** reprimand, discipline or discharge, a Shop Steward or Union Representative will be present. The Shop Steward or Union Representative shall leave the meeting if requested to do so by the employee.**
- (c) **The Union understands the importance the Company places on its Rules and Regulations in regards to punctual and steady attendance, proper notification in case of absence and conduct on the job.**



ARTICLE XXII
TERMINATION AND RENEWAL

22.01 This Agreement shall remain in effect until April **30, 2001** and shall continue in force ~~thereafter~~ from year to year unless either party shall have given **(60)** days notice to the other of its desire to terminate the same. In the event of such notice of amendment or termination by either party, each party shall submit to the other party, within fifteen **(15)** days thereafter its proposed amendments, if any, to this Agreement and the parties agree to meet to **commence** negotiations with respect to such amendments within not later than a further period of fifteen **(15)** days.

EXECUTED at LEAMINGTON, Ontario this **27** day
of **July** 1998.

FOR:

H.J. HEINZ COMPANY OF CANADA LTD

Jim **Whittal** Ross Craig Bob Clifford Ken Campbell

UNITED FOOD AND COMMERCIAL WORKERS- **A.F.L.**
C.I.O. C.L.C.
LOCAL 459

Paul McGee Robert Adams Assaad Badaoui Nino Aiuto
Les Bachmeier Larry Moynahan Joyce Williamson Rui Rebelo

APPENDIX "A"

RATES

The Rules and Regulations of the Job Grading Plan as hereinafter written shall be deemed to be part of this Agreement.

The rates under the Job Grading Plan shall be as follows:

JOB GRADE	(NEW RATES) EFFECTIVE MAY 1/98	***** EFFECTIVE MAY 1/99	***** EFFECTIVE MAY 1/2000
1.	17.07	17.57	18.07
2.	17.21	17.71	18.21
3.	17.34	17.84	18.34
4.	17.52	18.02	18.52
5.	17.64	18.14	18.64
6.	17.73	18.23	18.73
7.	17.87	18.37	18.87
8.	18.02	18.52	19.02
9	18.34	18.84	19.34
10.	19.08	19.58	20.08
11.	20.08	20.58	21.08
12.	20.39	20.89	21.39

. *** NOTE THESE RATES DO NOT REFLECT
FUTURE C.O.L.A. FOLD-INS****

**RULES AND REGULATIONS GOVERNING THE
OPERATION OF JOB GRADING AND JOB GRADING
RATES**

1. As of May 1, 1998 all jobs have been correctly described and assigned to job grades, and wage inequities thereby eliminated. Accordingly, no grievance alleging wage rate inequities will be filed or processed except where a job has substantially changed. Subsequent jobs whose job descriptions and grading have been approved by the Union as hereinafter provided, will be considered as correct, and no grievance alleging wage rate inequities will be filed.
- 2.(a) A "change" in a job as referred to herein is one which materially affects its content or requirements. Changes in a job description alone are not adequate to warrant regrading of an existing job;
- (b) When a new job is established or an old job is substantially changed, a job description for such new or changed job will be assigned to the appropriate job grade, based on comparison with the other jobs in the Plant;
- (c) A copy of the job description of the new or changed job will be sent to the Union for approval at the earliest possible date after the job has been created, or the changes to the existing job have been made, together with a notation of the job grade;
- (d) Upon commencing an experimental job, changed job, or a new job a production employee will

remain at the job rate which he regularly received prior to this job, until a job grade rate is assigned to the job. The job will be graded within a three (3) month period where possible;

- (e) If the Union believes that an existing job has changed to an extent sufficient to warrant an adjustment in job grade, it shall notify the Company in writing of its contention and of the adjustment in job grade it contends to be appropriate. Such notice, insofar as possible, shall be given to the Company within fifteen (15) working days after the change in the job is alleged to have occurred;
- (f) Any job description and grade proposed by the Company shall be considered accepted by the Union if no written complaint is filed by the Union within fifteen (15) working days after such job description and grade is submitted to the Union;
- (g) Upon receipt of notice that a difference exists concerning the job description or job grading of a new or substantially changed job, the Company representative will meet with the Union Job Grading Committee at the earliest convenient date to discuss the differences and attempt to make a settlement of these differences.

The Company will advise the Union in writing of their decision regarding the said Job Description or Job Grade;

- (h) If the Company and the Union are unable to reach agreement on the job description or job grading of

a job within a reasonable period of time, the difference will be submitted to an impartial arbitrator whose decision will be final and binding on both parties.

3. The description and grading of jobs will be in compliance with the following rules:
 - (a) The description and grading shall be of the job, not of the person performing it;
 - (b) Duties not assigned or approved by management shall not be considered;
 - (c) The grading shall be based upon average requirements to perform the job satisfactorily, rather than upon exceptions to the average. Performance by specific individuals who are above or below average will not be considered except where classified rates, as in the maintenance departments, apply;
 - (d) The grading shall be based upon the performance of a fair day's work, and employees will be expected to maintain such standards;
 - (e) The job descriptions are to be sufficiently accurate to reveal those features of the job that determine its classification. At the same time they are not intended to provide a complete listing of every individual feature of the job. If new duties which may be assigned at any time, become a permanent feature of the work, the job shall be reconsidered as provided in Section 2.

4. Jobs of lead personnel may be graded in accordance with the following procedure:
- (a) A Lead Person is one who:
 - 1. Instructs,
 - 2. sees that directions of the supervisor are executed,
 - 3. co-ordinates,
 - 4. checks work,
 - 5. reports necessary information, and
 - 6. performs necessary manual duties, in a department or major subdivision thereof. Jobs requiring the incumbent to direct a small crew working with him are not classified as lead jobs, but such direction is included in the regular job description and evaluation.
 - (b) Lead personnel will receive the established rate for the classification of Lead in which they fall, as outlined by the job grading programme, with the provision that they will receive a rate at least one grade higher than the highest grade job which they supervise.
- 5.(a) An employee with less than **130** days of actual work with the Company within one period of employment is eligible for job grading rates;
- (b) An employee with less than **130** days of actual work with the Company who maintains seniority privileges after being laid off for lack of work and being reinstated, is eligible for job grading when he has accumulated **130** days of actual work with the Company, provided that the employee has a minimum of **65** working days since his reinstatement;

- (c) The Company maintains the prerogative to hire semi skilled and skilled employees at rates above the minimum wage rates as outlined in the collective agreement provided these rates are not inconsistent with the rates paid to employees in the same job classification;
 - (d) Any employee on job grading, who has lost his seniority with the Company by reason of a lay-off, shall, on rehiring, be treated as a new employee, and must accumulate the necessary service under Clause **5(a)** hereof in order to again become eligible for job grading.
- 6(a)** Each employee, respectively, shall be paid for all hours worked each day, the rate of the highest job grade at which he works if he spends fifty per **centum (50%)** or more of his daily working hours, including overtime in that job grade;
- (b) In the event an employee performs work in more than one job grade and therefore works less than half of his daily working hours at any single rate, he shall be paid an average rate based on the hours worked and the applicable job grade rates;
 - (c) Employees who enter the employ of the Company and become eligible for job grading, after job grading is in effect will be paid the rate established for the job grade to which they are assigned, or when applicable, in accordance with the arrangements set forth in **6(a)** and **(b)** above.

- 7.(a) All employees, except those employees receiving classified rates, shall receive the appropriate job grade for each job which they perform, with the stipulation that a minimum period of time of **15** minutes must be spent on the job before credit is given. Where less than **15** minutes is spent on the job, the job grade rate of the previous job performed shall apply, or where less than **15** minutes is spent on the first job upon commencing the shift the employee shall receive the job grade rate of the job following. This clause is subject to the qualifications of Clause **6(a)** and **(b)**;
- (b)(i) Employees regularly engaged on maintenance work shall be classified and receive that classification rate at all times for all work performed unless permanently promoted, transferred or demoted. Maintenance employees transferred shall receive the appropriate job grade rates for each job they perform, as defined in Clause **6(a)** and **(b)**;
- (ii) Notwithstanding the above, high-pressure welders will maintain their "A" rate after **15** years "A" welders service with the **H. J. Heinz Company** and **40** years of age, irrespective of the results of their high-pressure examination.
- (c)(i) Employees regularly engaged in **sterilizing** in the Can Filling Department shall be classified and receive that classification rate at all times for all work performed in the Can Filling Department. This rule will not apply if the **sterilizer** is promoted to a job grade higher than the **sterilizer** rate.

- (ii) Employees regularly engaged in **sterilizing** in this Department will have special seniority status similar to the Maintenance Department regarding lay-offs. As long as they are **sterilizing**, they cannot be bumped off their job by higher seniority employees from other departments who are being laid off due to a plant wide lay-off. This clause will not apply in the event of a permanent layoff in the workforce.

- (d) Employees in the Production Equipment Cleanup Department will have a special seniority status similar to the maintenance department regarding layoffs. As long as they are working in the Production Equipment Cleanup Department, they cannot be bumped off their job by higher seniority employees from other departments who are being laid off due to a plant-wide layoff. This special status will be reviewed in approximately one year by both parties. This clause will not apply in the event of a permanent layoff in the workforce.

- 7(e) An employee being trained for a skilled production or maintenance job shall receive the job grade rate below the rate of the job for which he is being trained until he is fully qualified to perform the skilled job after which time he shall receive the job grade rate of the job. It is understood that should the employee fail to qualify for the skilled job within **130** working days of being trained he shall be returned to his former job.

Employees being trained for skilled maintenance jobs will be required to complete maintenance controls cards for this period of time. It shall be the

exclusive function of Management to determine if an employee is fully qualified to perform the job for which he is trained, subject to the right of appeal by the employee through the grievance procedure.

HEALTH & SAFETY

- 8(a) Employees who are sent to the First Aid Department or to the doctor because of illness shall be paid the job grade rate they are earning at the time they left their job for the first hour or less away, but shall not be paid for such time in excess of one hour;
- (b) Employees required to go to the First Aid Department or to the doctor for treatment of an injury received while working shall receive the rate of the job they were performing for time so spent. If an employee, due to injury on the job is unable to return to the job, he shall be paid for the balance of the **shift** at the rate of the job he was performing when the injury occurred;
- (c) Employees who work on jobs graded on the basis of the employee being required to wear goggles, respirators, or other safety appliances, will be required to wear such equipment when performing the work which required such protection.

COMPANY PAID MEETINGS

- 9. Employees will be paid at the grade rate of the job they left, or if commencing a shift for the job they are to perform, for time spent during working hours attending safety meetings, union meetings, and any meetings required by Management.

REPORTING ALLOWANCE & CALL-IN PAY

10. An employee who is ordered to report for work and cannot be given work at the time he is told to report, shall be paid for such waiting time at the job grade rate at which he last worked on the preceding working day. When such an employee is sent home because work is not available, he shall be paid a minimum of four hours straight time at the job grade rate at which he last worked the preceding working day. An employee who did not work the preceding working day shall be paid the job grade rate for the job which he was scheduled to perform. If the employee works for a short period of time before he is sent home, he shall receive the job grade rate for this job performed for the remainder of his call-in pay, or if the employee performs two or more jobs before he is sent home, he shall receive the job grade rate of the last job performed for the remainder of his call-in pay. This call-in pay shall not apply in the event work is not available because of conditions beyond the control of the Company.

HOLIDAY

11. Eligible employees shall receive eight **(8)** hours holiday allowance for paid holidays not worked, as outlined in the Collective Agreement in effect, at the rate paid those employees that last working day before the holiday.

12. Highway Transport Drivers will be paid a weekly rate.

**RULES AND REGULATIONS FOR HIGHWAY
TRANSPORT DRIVERS**

- 1.(a)(i) Highway Transport Drivers shall receive straight time pay for all hours worked in excess of **10** consecutive hours or **48** hours in any one week period. For the purposes of this section, the hourly rate shall be determined by dividing the weekly rate by **48**;
- (ii) Highway Transport Drivers' driving time, including all breaks, tire checks, meals, etc., shall be paid on an hourly basis with the hours for each trip determined by the formula of **50** miles = 1 hour. Mileage distances are to be determined by the Ontario Truckers' Association mileage schedule;
- (iii) Time required for unloading, loading and approved delays will be paid at the regular, hourly, highway rate;
- (iv) Highway drivers will be paid the total of three quarters of an hour at the highway rate for checking equipment at the start of the shift and securing equipment at the finish of the shift. Drivers will be issued a check list which must be completed prior to departure and at finish of shift.

- (v) The daily pay will be adjusted by deducting any time absent from work during the normal scheduled working hours for personal reasons such as permission for medical and dental appointments and other leaves of absence.
 - (b) Highway Transport Drivers shall receive time and one-half pay for all hours worked in excess of **44** hours in any one week period;
 - (c) If a nights layover becomes necessary due to a breakdown or a waiting period, the driver will not receive consideration for payment as stipulated in Section (a) beyond the time required to assure the safety of the truck and its contents;
 - (d) If a night's layover occurs because of a breakdown or a waiting period, the driver will be sent to a hotel at the Company's expense;
 - (e) In all cases proof of the cause of the delay may be required, and if the delay is caused by the driver's negligence no extra compensation will be paid.
2. (a) A Highway Transport Driver who loses time through an injury, sickness, or disease, where Workers' Compensation benefits are not payable and on producing a medical certificate shall be paid his regular wages until he is eligible for his welfare indemnity;

- (b) Where Workers' Compensation Benefits accrue on account of injury this will be in lieu of payment of wages by the Company.
- 3. (a) Room and bed is furnished by the Company for Highway Transport Drivers spending overnight on a trip;
- (b) A meal allowance will be paid for a meal as **authorized** per trip.
This allowance to be:
1st year of Collective Agreement=8.50
2nd year of Collective Agreement=\$9.00
3rd year of Collective Agreement=\$9.50
- 4. (a) When a Highway Transport Driver is taken off the highway (to work in the Transportation Department) for a period of up to a week, for medical reasons, family sickness, etc., he will receive his regular weekly wages;
- (b) When a Highway Transport Driver is temporarily taken off the highway (to work in the Transportation Department) for a period of longer than a week's duration, for medical reasons and family sickness, he will receive the hourly rate of the job he performs.
- 5. A Highway Transport Driver will qualify for holiday pay as outlined in the Collective Agreement.
- 6. (a) It shall be the duty of the Company to maintain all vehicles in safe operating condition in accordance with the Department of Highway Regulations;

- (b) No Highway Transport Driver is **authorized** to move his truck unless he knows it to be in good operating condition.
7. Highway Transport Drivers are not permitted to allow anyone other than employees of the employer who are on duty to ride on trucks except by written **authorization** of the employer.
 8. Highway Transport Drivers are responsible for the protection of their cargo at all times.
 9. Highway Transport Drivers shall receive a maximum of two uniforms per year, the said uniforms to be designed by the Company. Replacements for Highway Transport Driver's uniforms will be made upon return and surrender of a wornout uniform. A uniform under this clause shall consist of one jacket and two pairs of trousers.
 10. Highway Transport Drivers shall be allowed two summer uniforms.
 11. Highway Transport Drivers **shall** be provided with a winter coat only as required.
 12. Highway Transport Drivers are to be neat and courteous at all times.
 13. Any infringements by Highway Transport Drivers of the above regulations will be subject to disciplinary action.

14. Highway Transport Drivers will be responsible for any infractions of Municipal and Provincial Traffic Laws.
15. Local drivers shall receive the highway transport rate when they are on highway runs, for example to Windsor and **Chatham**.
16. The present practice of allocating the local Saturday, Sunday and Holiday overtime to the local drivers will continue.

APPENDIX "B"

MAINTENANCE LINE OPERATORS

The job of Maintenance Line Operator (**MLO**) is established within the following departments:

Can Fill
Can Label
General Fill and
Cereal

Maintenance Line Operators can be added, on a as required basis up to a maximum of thirteen (**13**) in the above departments.

In the General Fill Department the present **MLO's** will be limited to Line **48** Operations.

In normal maintenance work, capital maintenance work, and PM's are required, the Maintenance Line Operator will perform this work in his own department.

The Maintenance Line Operator will maintain his classified rate of pay.

APPENDIX "C"

Modified Coja Formula

Cost of living formula modified to one (1)cent for each 3/10% rise in the CPI for the period May 1st to April 30th.

Amount of payout will be folded into wages effective May 1st of each year.

Retroactive COLA will be paid by separate cheque for all hours worked between May 1st to April 30th, to be paid in June of each year.

APPENDIX "D"

MAINTENANCE LAY OFF GUARANTEE

The individuals whose name appears on the bottom of the departmental seniority lists in the following departments by groups will be guaranteed employment in the maintenance group for the duration of the collective agreement unless there is a significant volume loss.

1. Glass Production Maintenance: Michael **McVeigh**
2. Can/Baby Food Production Maintenance: Fleming Hines
3. Vegetable Prep Maintenance : Jim **Ingratta**
4. Warehouse Maintenance: Roger Williams
5. **IEE**: Phil Walker
6. Central Stores: Paul **Toupin**
7. Mechanical Maintenance: John York

Openings in the above departments created by retirement, resignations, terminations, etc., will not necessary by filled.

APPENDIX "F"

PENSION AGREEMENT

BETWEEN:

H. J. HEINZ COMPANY OF CANADA LTD
Learnington, Ontario

(hereinafter called the "Company")

and-

UNITED FOOD AND COMMERCIAL WORKERS

Affiliated with **A.F.L. - C.I.O.** and
the Canadian Labour Congress,
on behalf of its Local **459**

4 (hereinafter called the "Union")

(a) "**Plan**" or "**Pension Plan**" means the "Hourly-rated Employees' Pension Plan" set forth in Plan "A1" hereto or such amended or substitute plan as the parties may

agree upon pursuant to the provisions of this Agreement, with the following amendments:

ARTICLE XX

AMOUNT OF RETIREMENT ALLOWANCE UNDER THE PLAN

The first paragraph of Section 2 is amended to read as follows:

- (2) For retirements occurring on or after January 1, **1991**, the minimum Retirement Allowance payable to a Member shall be equal to **\$29.00** per month multiplied by the number of years of his Creditable **Service**(within the meaning of the Old Plan or this Plan, as applicable).

The Plan will incorporate the following features:

- a) 1-1/2 per cent of the average of the best five years of the last ten years.
- b) **50** per cent spouse benefit - surviving spouse of pensioner to receive **50** per cent of the basic pension,
- c) Contribution - 4 per cent of Gross Earnings.
- d) Supplement of **\$19.00** per month per year of pension service, with a maximum service of **30** years.
- e) COLA on pensioners receiving this pension - **75** per cent of consumer price index to a maximum of **6** per cent.

- f) Pensioners will receive either the minimum guarantee or the percentage formula, which is greater.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed to this agreement by their respective duly **authorized** representatives this **27th day of July, 1998.**

FOR THE COMPANY:

Jim **Wittal**
Ross Craig
Bob Clifford
Ken Campbell

FOR THE UNION:

Paul McGee Linda Wilding
John **Unrau** Katherine **Epp**
Robert Adams Lorraine **Cowan**
Nino Aiuto **Assaad Badaoui**
Lois **Charette** **Les Bachmeier**
Larry **Moynahan** **Rui Rebelo**

June 1, 1998

Mr. **Rui Rebelo**
President, Local **459**
United Food & Commercial Workers
261 Erie St. S.
Learnington, Ontario
N8H 3C4

Dear Mr. **Rebelo**:

RE: Electrical Apprenticeship

The Company wishes to confirm by letter, the following matters with the Union. It is agreed that electricians, who qualify and undertake a Government Apprenticeship Training Programme, will receive the following rate of **pay**:

1. A new employee will receive the hiring rate and **60** day working rate as determined by the Company until he is qualified for the Job Grading Programme. At this time, he will receive the rate of an electrician "**C**" until he qualifies for the "**B**" rates as specified below.
2. An employee, who is transferred from elsewhere in the plant and is on the Job Grading Programme, will receive the job grade below the rate of an electrician "**C**" for a period of up to **130** working days after which he will receive the rate of an electrician "**C**" until he qualifies for a "**B**" rate as specified below. A transferred employee, not on job grading, will receive the hiring and **60** working

day rates as determined by the Company, provided he works a minimum of 130 working days before he becomes eligible to be classified as an electrician "C".

3. A "C" electrician, who has successfully completed his intermediate course and has completed **66 2/3** of his total apprenticeship training hours and is capable of performing "B" electrician's rate for the remainder of his period of the apprenticeship training programme.

4. Employees will receive **subsidization** from the company while absent at the electrical apprenticeship school. **The method of payment of the subsidy will not interfere with any available Government assistance to the employee. If Government assistance is discontinued, the Company will ensure employees receive their full weekly subsidization.**

5. Employees will be eligible for C.O.L.A. payments for the hours spent at the electrical apprenticeship school.

Yours truly,

T. James Whittal
Department Manager
Human Resource

June 1, 1998

Mr. Rui Rebelo
President, Local 459
United Food & Commercial Workers
261 Erie St. S.
Learnington, Ontario
N8H 3C4

Dear Mr. Rebelo:

The following is in confirmation of the terms of the Company's long term total disability insurance plan.

1. A benefit of **\$850** per month less a deduction of **4%** as the employee's annual maximum contribution to the pension fund for as long as the employee is totally disable but not after the normal retirement at age **65**.
2. The employee's annual maximum pension contribution will increase as the monthly benefit under the plan increases.
3. The premiums for the employee's continuing life insurance coverage will be paid by the company during the period of long term total disability insurance benefit payments.
4. The employee must submit medical evidence satisfactory to the insurance company for

acceptance of his claim and as required during the period of total disability insurance payments.

5. The long term total disability insurance plan is effective after the completion of 52 weeks of weekly indemnity payments.
6. The employee may also qualify for Canada Pension Plan disability payments. The total benefit of the long term total disability insurance plan plus the Canada Pension Plan disability payments, etc. cannot exceed the 66 2/3% U.I.C.
7. Eligibility for benefits is one year seniority prior to the claim for weekly indemnity which qualifies the employee to apply for the long term total disability insurance plan.
8. Employees receiving long term total disability insurance benefits will have normal pension benefits accumulated during the period of long term total disability.
9. If the employee ceases to be totally disabled, the long term total disability insurance will terminate.
10. If the employee continues to be disabled to the extent he is unable to perform any of the jobs available at the H. J. Heinz Company of Canada Ltd. his long term disability insurance will continue provided he does not accept employment elsewhere.
11. The Company agrees to qualify employees, whose compensation payment are discontinued and they

are unable to work under the long term total disability plan, with the following provisions.

- (a) This will be on a trial basis for the term of the Agreement.
- (b) Any compensation pension received from Workers' Compensation will be deducted from the long term disability payments.
- (c) The employee must agree to perform any work that is available in order to qualify for the long term total disability provisions.

Yours truly,

T. James Whittal
Human Resources Manager

June 1, 1998

Mr. Rui Rebelo
President, Local **459**
United Food & Commercial Workers
261 Erie St. S.
Learnington, Ontario
N8H 3C4

Dear Mr. **Rebelo**:

As discussed during negotiations when the day before Christmas and the day before New Year's Day falls on a Saturday or Sunday, the Company will have the option of observing these days on some other day during the Christmas holiday period.

This will be implemented on a trial basis for the term of the agreement.

Yours truly,

T. James Whittal
Human Resources Manager

June 1, 1998
Mr. Rui Rebelo
President, Local 459
United Food & Commercial Workers
261 Erie St. S.
Learnington, Ontario
N8H 3C4

RE: Training Trust Fund

Concerning the recent Memorandum of Settlement between the Company and the Union as agreed upon, the Company wishes to confirm by letter, the following matter concerning the training trust fund.

1. A fund of **\$200,000** per contract year will be spent by the Company for training.
2. The Company will have the option of not spending the committed monies if the government passes legislation requiring the Company to contribute to a government fund.

The Company agrees to renew the June **1st, 1998** Letter of Understanding. As an alternative, the Union/Management Committee will review the option of setting up a joint education training and trust fund with the condition of securing additional funds from the Federal and/or Provincial governments.

Yours truly,

T. James **Whittal**
Human Resources Manager

Letter of Intent

Mr. Rui Rebelo
President, Local 459
United Food & Commercial Workers
261 Erie St. South
Leamington, Ontario
N8H 3C4

Dear Mr. **Rebelo**:

Re: Province/Nationwide protest day.

As discussed during negotiations, in the event of a province/nationwide protest day, the Company agrees to meet with the Union and discuss the ramifications of any such action as it pertains to the Union members and the Company.

Yours truly,

James Whittal
Department Manager
Human Resources Manager

APPENDIX "F"

GRADE 1-RATES

\$ 17.07

1. Air Washer Operator
2. Caretaker "B"
3. Case Folder
4. Hand Packer "B"
5. Pork Slicer Attendant
6. Reconditioning Worker
7. Semi-automatic Packer Operator "B"

GRADE 2-RATES

\$ 17.21

1. Case Piler
2. Container Inspector
3. Container Inspector - Back Labels
4. Cooler Worker
5. General Work "B"
6. Shroud Remover
7. Sorter-Inspector

GRADE 3 - RATES

\$ 17.34

1. Automatic Container **Uncaser**
2. Bean and Grain Room Operator
3. Belt Unloader
4. Can Line Supplier
5. Can Opener Operator
6. Caretaker "A"
7. Cheese Preparer

8. Cluster Pack Machine Operator
9. Container Dumper "A"
10. Cooler Operator
11. D&R Clerk
12. D&R Worker
13. General Worker "A"
14. Hand Packer "A"
15. Kitchen Helper
16. Material Supplier
17. Mushroom Line Operator
18. Pork Slicer Operator
19. Pulper and Finisher Operator
20. Retort Basket Loader
21. Seamer Operator
22. Semi-Automatic Basket Unloader
23. Semi-Automatic Packer Operator "A"
24. Spice Worker
25. Tomato Wagon Unloader
26. Unscrambler Operator
27. **Weighup** Worker "B"
28. Worcestershire Sauce Operator

GRADE 4 - RATES

\$ 17.52

1. Automatic Case Former Operator
2. Bottle **Depalletizer** Operator
3. Cereal Bin Attendant
4. Chili Sauce Operator
5. Cleanup Worker "A"
6. Elevator Operator
7. Empty Glass **Depalletizer** Operator
8. Export Worker
9. Flume Operator
10. Fresh Fruit Peeler Operator

11. Grinder Operator - **Str.** Meats
12. Knife Grinder Operator
13. Labeller Operator
14. Mixer Operator
15. Mobile Sweeper Operator
16. Semi-Automatic **Palletizer** Operator
17. Pasta Batch Mixer
18. Pulp Mixer Operator
19. Salt Dispenser
20. **Scalder** Operator
21. Second Process Operator
22. Sleaving Machine Operator
23. Steam Peeler Operator
24. Utility
25. Vegetable Steam Injector Operator
26. Vinegar Maker
27. **Weighup** Worker "A"
28. Weight Checker
29. Recycle Room Attendant
30. Ravioli Flour Mixer
31. Spaghetti Flour Mixer

GRADE 5 - RATES

\$ 17.64

1. Automatic Packer and Sealer Operator
2. Bean **Blancher** Operator
3. Can Production Mechanic "C"
4. Car Loader - Manual
5. Checker - Mixed Pickup
6. Checker - Trucks
7. Controls Electrician "C"
8. Cook "B"
9. Filling Line Operator
10. Filter Operator - Fruit Juices

11. Fork **Lift** Operator
12. General Filling Mechanic "**C**"
13. Groundskeeper - Waste Disposal
14. Maintenance Mechanic "**C**"
15. Mixed Pickup Order Worker
16. Mustard Maker
17. Pallet Car Loader
18. Automatic **Palletizer** Equipment Operator
19. Utility - **P.E.C.**
20. Vegetable Maintenance Mechanic "**C**"
21. Welder "**C**"
22. Ravioli Press Operator
23. Spaghetti Filler Operator
24. Supply order Worker

GRADE 6-RATES

\$ 17.73

1. Battery Charger
2. Cleanup Worker - Circulation
3. Cold Storage Attendant
4. Filler Operator - Bulk Paste
5. Local Driver
6. Meat Room Attendant
7. Miscellaneous Shipper
8. Paste Top Man Tank Loader
9. Pouch Filler Operator
10. Pump Operator-Paste Storage
11. Tank **Sterilizer**
12. Tank Truck Loader
13. Vinegar Worker "**B**"

GRADE 7 - RATES

\$ 17.87

1. Cereal Filling Line Operator
2. Cold Fill Ketchup Line Operator
3. Cook "A"
4. DCS Operator
5. DCS Field Operator
6. Drum Dryer Operator
7. Paste Storage Clerk
8. Product **Sterilizer**
9. Stockkeeper "**B**" - Central Stores
10. Vinegar Worker "A"
11. **Votator** Operator

GRADE 8 - RATES

\$18.02

1. Can Production Mechanic "**B**"
2. Controls Electrician "**B**"
3. General Filling Mechanic "**B**"
4. Highway Transport Driver
5. Lead "**B**"
6. Machinist "**B**"
7. Maintenance Mechanic "**B**"
8. Material Handling Equipment Mechanic "**B**"
9. Vegetable Maintenance Mechanic "**B**"
10. Vegetable Receiver
11. Welder "**B**"

GRADE 9 - RATES

\$ 18.34

1. Lead "A"
2. Stockkeeper "A" - Central Stores

GRADE 10 - RATES

\$ 19.08

1. Stockroom Lead

GRADE 11 - RATES

\$20.08

1. Can Production Mechanic "A"
2. Controls/Electrician "A"
3. General Filling Mechanic "A"
4. Mechanist "A"
5. Maintenance Mechanic "A"
6. Material Handling Equipment Mechanic "A"
7. Vegetable Maintenance Mechanic "A"
8. Welder "A"

GRADE 12 - RATES

\$20.39

1. Maintenance Lead "A"