

**COLLECTIVE AGREEMENT**

**BETWEEN**

**H. J. HEINZ COMPANY OF CANADA LTD**

**AND**

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

**A.F.L. C.I.O. C.L.C.**

**PLANT UNIT**

**Expires April 30, 2004**

**ENTERED**

00343(07)

**THIS AGREEMENT made and entered into at**

**Leamington, Ontario**

**as of the 2<sup>nd</sup> day of June, 2001.**

**BETWEEN:**

**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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**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 Supervisors, **and** persons above this **rank**, 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 (2)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 (6)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 sixty **(60)** days of actual work **\$10.00**
- Any new employee obtaining sixty (60) days of actual work will receive ~~the~~ new rate of **\$10.00**.
- (b) The rates for all jobs under the job grading plan are applicable for all employees after one hundred and thirty (130) days ~~of~~ actual work with the Company.

(c) COLA payments will be based on fiscal year end versus April 30<sup>th</sup> calendar period end.

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 layoff. 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 sixty (60) days of actual work.

#### BEREAVEMENT PAY

4.06 An employee will be granted a leave of absence from work as required of three (3) 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-nine~~ (49) ~~cents~~ shall be paid for all hours worked after 3:00 p.m. on a regular afternoon (second) shift and a shift premium of seventyone (71) 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 (8) 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 ~~fifty~~ percent (50%) ~~or~~ more standard ~~eight~~ (8) hours on ~~his~~ **respective** shift. On the second year of contract an Increase of ~~five~~ (6) cents per ~~shift premium~~ will take effect, resulting in a shift ~~premium~~ of fifty-four **(54)** cents for the afternoon (second) shift and ~~seventy-six~~ (76) cents for the night (third) ~~shift~~. On ~~the~~ third year ~~of~~ contract an increase of ~~five~~ **(5)** cents per shift ~~premium will take~~ effect, resulting in a shift ~~premium~~ of ~~fifty-nine~~ (59) cents for the afternoon (second) shift and ~~eighty-one~~ (81) cents for the night (third) ~~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 (8) 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

Eight (8) week duration only

All departments (all units)

5 x 8 hour shifts starting any day of the week/five (5) days on, two (2) days off.

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

Employees required to work on the sixth (~~6th~~) or seventh (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 five (5) times out of the eight (8) week period. This is unlikely to impact more than 200 employees.

During the season, it is agreed that the sixth (6th) and seventh (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 seventh (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 three (3) days on days and two (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. Refer to Appendix G.
- (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 scheduled 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 Mitten ~~leave-of-absence~~ therefore has been granted by the employee's Department Head;
- (vi) Absent on bonafide 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 (3) working days before and within three (3) working days after ~~the~~ said holiday (or within six (6) **working** days before and within six (6) 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 (4) 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** (4) 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.

(b) The Company agrees to post once every two (2) years, preferred jobs only, in the departments that have agreed to such, by 2/3 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<sup>st</sup> 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 a 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 (12) months employment as a seasonal employee over a period of three (3) 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.

## SENIORITY LOSS

- 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.

## SHORTAGE 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 preceding 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** to place an 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.
- (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 and take a leave of absence **at** the end of five (5) months of pregnancy and shall be entitled to **be** re-employed **with** full seniority rights provided she reports for work within two (2) 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 endeavour 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 disabled 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 (3) ~~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 sixty-five (65) working days. The vacancy will be posted for three (3) 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 (2) 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 (6) months ~~after~~ the date of the first transfer, or three (3) 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~~ (6) 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 (6) 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~~(3) 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 (3) 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 (6) 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 (6) 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 (6) ~~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 (1) 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 (1) 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 layoff 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. Warehousing Department
9. Company Store (D&R) Department
10. Supply and Storage Department
11. Garage Equipment Department
12. Production Preparation and Strained Food Kitchens Department and Rig Room, including Bean Picking



- 13. Cereal Department
- 14. Production Equipment Clean-up Department
- 15. Can Labelling Department
- 16. General Labour Department
- 17. Central Stores Department
- 18. Warehouse Maintenance Department
- 19. Vegetable Maintenance Department
- 20. 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**

**V**

- 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 ~~on~~@(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 (10<sup>th</sup>) and each subsequent anniversary date of service, each regular employee shall receive four (4) weeks of vacation pay;
- (9) During the calendar year in which the employee celebrates his eighteenth (18<sup>th</sup>) 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 (25<sup>th</sup>)~~ 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, two (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 (40)~~ 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 (3<sup>rd</sup>) week prior to the week of their vacation. If the employee did not receive forty (40) hours of pay for that week, the determining week would then be the fourth (4<sup>th</sup>) 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 (1) week **at** a time unless an employee's service entitles him to less than **one(1)** 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

**ANNUAL PLANT SHUTDOWNS**

Two (2) weeks in July

**Two (2) weeks** in December  
Statutory Holidays will be included in the  
Two (2) week shutdown in December.

Posted by February 1<sup>st</sup> indicating what departments will be shutdown.

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

One (1) week **mandatory** vacation must be taken during July shutdown.

**Two (2) weeks mandatory vacation must be taken during the July shutdown for those employees with four (4) or more weeks of vacation, effective calendar year 2002.**

**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, slow-down~~ 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, 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. **The Chief Steward shall be full time paid by the Company but maintain seniority rights for departmental seniority.**

- 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 (3) 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 (3) 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 (2) full working days following the presentation of the grievance.

Failing settlement, then:

**Step No. 2:**

The matter may be presented in writing within two (2) 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 (5) 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 (6) 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 (5) 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 (10) 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 (2) 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 (15) 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 (5) 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 (5) 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 (5) days, they shall ~~en~~ 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~~ (2) 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  $\frac{2}{3}$ ) percent Employment Insurance Commission Plan for employees who qualify thereunder;
- (ii) For employees with **less** than one (1) 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;
- (iv)** Weekly **indemnity will be paid from day one (1) for employees who have out- patient surgery requiring general anaesthesia.**
- (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**;

- (g) The present supplementary Health Care Benefit Plan will remain in effect;
  - (g) The Company will provide a Dental Plan; 9 month check-ups;  
**On July 1, 2001 the 1999 O.D.A. will become effective. On January 1, 2002 the O.D.A. will be maintained with a two (2) year lag period.**
  - (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; one (1) pair every two (2) years; **\$200** every two (2) years. **The Company will pay up to Thirty (\$30) dollars for an annual eye exam when it is not covered by O.H.I.P. A receipt is to be forwarded to the benefit provider for reimbursement.**
  - (k) Physiotherapy treatment covering visits to licensed clinics;
  - (l) Chiropractor coverage **\$275** 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.
- (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

##### ES )§

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 **\$100.00** per **year of contract**.

#### 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 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, 2004** and shall continue in force thereafter from year to year unless either party shall have given sixty (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 \_\_\_\_ day of \_\_\_\_\_

**FOR:**

**H. J. HEINZ COMPANY OF CANADA LTD**

Jim Whittal Ross Craig Don Piche Carolyn Lang Jeff Nancekivell Ernie Nikita

**FOR:**

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

Paul McGee  
 Perry Sabelli  
 Bob Cranston  
 Lorraine Cowan

Robert Adams  
 Mark Stasso  
 Cindy Hutchins

June Davie  
 Bob Martin  
 Archie Cervini

Robert Crawford  
 Tia Toomer  
 Kevin David

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	EFFECTIVE May 1, 2001 (NEW RATES)	EFFECTIVE May 1, 2002 (NEW RATES)	EFFECTIVE May 1, 2003 (NEW RATES)
1.	18.97	19.47	20.02
2.	19.11	19.61	20.16
3.	19.24	19.74	20.29
4.	19.42	19.92	20.47
5.	19.54	20.04	20.59
6.	19.63	20.13	20.68
7.	19.77	20.27	20.82
8.	19.92	20.42	20.97
9.	20.24	20.74	21.29
10.	20.98	21.48	22.03
11.	22.98	23.98	25.03
12.	23.29	24.29	25.34

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

RULES AND REGULATIONS GOVERNING THE OPERATION OF JOB GRADING AND JOB

G

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 who has one hundred thirty (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 one hundred thirty (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 one hundred thirty (130) days of actual work with the Company, provided that the employee **has** a minimum of **sixty** (60) 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 **fifteen (15) minutes** must be **spent** on **the** job before credit is given. Where less than fifteen (15) **minutes** is **spent** on the job, the job grade rate of the previous **job performed** shall apply, or where **less** than fifteen (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** fifteen (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 clause will not **apply** in the event of a



permanent layoff in the workforce.

- (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 one hundred thirty (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.

### **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 (4) **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 fast 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 ten (10) consecutive hours or forty eight (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 forty eight (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 forty four (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 **\$9.50** for length of contract:
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 weeks 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 ~~worn~~ out 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"  
Cost of Living 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 **calculated by fiscal year end**, 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:         | Roger Paquette  |
| 2. | Can/Baby Food Production Maintenance: | Brian Shultz    |
| 3. | Vegetable Prep Maintenance :          | Jim Ingratta    |
| 4. | Warehouse Maintenance:                | Roger Williams  |
| 5. | IEE:                                  | Kevin Cook      |
| 6. | Central Stores:                       | Dave Lambier    |
| 7. | Mechanical Maintenance:               | Michael Laporte |

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

APPENDIX "E"

PENSION AGREEMENT

**BETWEEN:**

H. J. HEINZ COMPANY OF CANADA LTD  
Leamington, 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

(hereinafter called the "Union")

"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:

**AMOUNT OF RETIREMENT ALLOWANCE UNDER THE PLAN**

For retirements **occurring** on or after January 1, **2001**, the minimum Retirement Allowance payable to a Member shall be equal to thirty (\$30.00) per month multiplied by the number of years **of** his Creditable Service (within the meaning **of** the Old Plan or this Plan, as applicable).

Effective January 1, 2002: **minimum** retirement allowance **will** be **\$31.00** per month  
Effective January 1, 2003: **minimum** retirement allowance **will** be **\$32.00** per month

The Plan will incorporate the following features:

- a) 1-1/2 percent of the average **of the** best five (5) **years** of **the last** ten (10) **years**.
- b) Fifty percent (50%) spouse **benefit** - surviving **spouse of** pensioner to receive **fifty** percent (50%) of the basic pension. In **addition** to the **normal** survivor benefit under **the** present pension plan, **fifty** percent (50%) of the supplement will be paid to the **surviving** spouse **until such time** as the deceased pensioner would have reached age sixty **five (65)**.
- c) Contribution- four percent (4%) of Gross Earnings.
- d) Supplement of **\$19.00** per **month** per year of pension **service**, with a **maximum** service of thirty one (31) years;
- e) COLA on pensioners receiving this pension - seventy five **percent (75%)** of **consumer** price index to a maximum of six per cent (6%).
- f) Pensioners will receive either the minimum guarantee or the percentage **formula**, which ever is **greater**.
- g) A pension seminar **will** be provided **on** a **yearly** basis for **perspective** retirees.

The Company will provide revised **benefit** booklets after ratification of this contract.

IN WITNESS WHEREOF the parties hereto have **caused** their names to **be** subscribed to this agreement by their respective duly authorized representatives this \_\_\_\_\_ **day of**

**FOR THE COMPANY:-**

Jim Whittal  
Ross Craig  
Don Piche  
Carolyn Lang  
Jeff Nancekivell  
Ernie Nikita

**FOR THE UNION:**

Paul McGee  
Robert Crawford  
Robert Adams  
Archie Cervini  
Tia Toomer  
Bob Cranston  
Mark Stasso  
June Davie  
Lorraine Cowan  
**Pony** Sabelli  
Kevin David  
Bob Martin

June 1, 2001

Mr. Bob Martin  
President, Local 459  
United Food & Commercial Workers  
261 Erie St. S.  
Leamington, Ontario  
**N8H 3C4**

Dear Mr. Martin:

**RE:        ic 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 sixty (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 one hundred thirty (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 sixty (60) working day rates as determined by the Company, provided he works a minimum ~~of~~ one hundred thirty (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  
Manager, Labour Relations/Safety

June 1, 2001

Mr. Bob Martin  
President, Local 459  
United Food & Commercial Workers  
261 Erie St. S.  
Leamington, Ontario  
**N8H 3C4**

Dear Mr. Martin:

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 four percent (4%) as the employee's annual maximum contribution to the pension fund for as long as the employee is totally disabled but not after the normal retirement at age sixty five (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 fifty two (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% E.I.**
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 payments 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  
Manager, Labour Relations/Safety

June 1, 2001

Mr. Bob Martin  
President, Local 459  
United Food & Commercial Workers  
261 Erie St. S.  
Leamington, Ontario  
N8H 3C4

Dear Mr. Martin:

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 Whittai  
Manager, Labour Relations/Safety

June 1, 2001

Mr. Bob Martin  
President, Local 459  
United Food & Commercial Workers  
261 Erie St. S.  
Leamington, Ontario  
N8H 3C4

Dear Mr. Martin:

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 1<sup>st</sup> 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  
Manager, Labour Relations/Safety

Letter of Intent

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

Dear Mr. Martin:

**RE: Province/Nationwide Protes 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  
Manager, Labour Relations/Safety

**August 31, 2001**

**Mr. Robert Martin**  
**President, Local 459**  
United Food & Commercial Workers  
261 Erie Street South  
Leamington, Ontario **N8H 3C4**

Dear Mr. Martin:

RE: Proposed Overtime File

All hours will be zeroed upon signing this contract.

This period for the monitoring of equalized overtime will start at the signing of this contract and end on December 31, 2001.

Next year and every year after that it will be controlled on a calendar year basis.

As of Friday June 1, 2001:

1. All Maintenance (excluding MLO's), **Electrical**, Machinist and Central Stores employees, will use these **rules** to ensure a fair and equitable system for the assigning, charging and controlling of overtime for the purpose of equalizing.
2. Each department's overtime will be monitored and posted weekly. **It will be** evaluated quarterly. **It will be** the responsibility of supervision in each area to review this information and initiate appropriate action to ensure equalization of the overtime.
3. Once per year (at the end of the calendar year) all hours of unequalled overtime over eighty (80) hours will be paid out at straight time to those employees that were over the designated amount. Formula will be as follows:  
  
High persons hours minus 80 = Base O/T. Then subtract each person's overtime ours from the base. Any hours remaining will be paid out.  
  
Hours charged will be according to the rate of pay. Time and one half will call for one and one half-hours (1%) and double time will call for two (2) hours to be charged.
4. All accumulated hours will be brought to zero (0) at the beginning of each calendar year.
5. It is understood that when Skilled Maintenance Overtime is required by the Company, it will be distributed as equally as possible amongst the skilled maintenance employees within their respective classifications and departments as per the collective agreement. If you still require additional personnel to fill a vacancy from outside your own department, then you will canvass by low hours. An employee who worked or declines such overtime assigned will be credited with such hours.
6. Overtime required through the week shall be offered to the person working on the job if any, then by low hours on that shift, with those performing the overtime work and those refusing being charged for

the number of overtime hours worked.

7. If a job started during the week and requires weekend overtime, low hours will dictate who is asked to complete this work according to the trade required, unless the ~~project~~ has been assigned a dedicated **crew** and it is considered more practical to keep this crew working in that job.
8. The only time employees will not ~~be~~ charged is when they are available and not asked, ~~on~~ Bereavement or Company business.
9. Call-ins for overtime will be by department seniority and those refusing to work will be charged.
10. New employees, after attaining seniority, shall be given an average of the overtime hours attained at that time by the department.
11. If more than one employee has the Same amount of hours, the senior person shall ~~be~~ asked to work first.
12. Any full-time paid Union representative ~~will~~ not participate in ~~these~~ equalized overtime ~~rules~~.

Yours truly,

T. James Whittal  
Manager, Labour Relations/Safety

August 31, 2001

Mr. Bob Martin  
President, Local 459  
United Food & Commercial Workers  
261 Erie Street South  
Leamington, Ontario  
N8H 3C4

Dear Mr. Martin:

As discussed during negotiations, a **restructure** of the mechanical maintenance department will occur under the following guidelines.

1. The employees in the existing mechanical maintenance department will be given the opportunity to **fill** openings in the existing departmental maintenance groups (General Fill Maintenance, Can Production Maintenance, Warehouse Maintenance, and Vegetable Maintenance Department) by **seniority** on a one time basis. Future openings will be by the **normal** posting procedure.
2. The departments now will cover their own shifts.
3. Machinists and Central Stores will have their own department with two separate skill sets.
4. Vacations will follow the present rules for those involved in the restructure. Calendar year **2002 rules** will be by the existing production maintenance departments.
5. There will be a maintenance lay-off guarantee as in the present collective agreement (updated).
6. Maintenance positions presently in the Paste **Storage/Vinegar** area will now be included in the Vegetable Preparation **Maintenance** area.
7. Necessary **cross** training will be **completed** as soon as possible.
8. Equalized overtime **rules** will **be** standardized for all maintenance groups

Yours truly,

T. Jim Whittal  
Manager, Labour Relations/Safety

June 1, 2001

Mr. Bob Martin  
President, Local 459  
United Food & Commercial Workers  
261 Erie Street South  
Leamington, Ontario  
**N8H 3C4**

Dear Mr. Martin:

The following response to the Union's recommendations to the Ministry of Labour is intended to clarify the Company's position on these important matters.

Recommendation 1: The company agrees that it will discuss proposed changes and ~~for~~ modifications for machines, equipment and work methods involving maintenance with the Health and Safety Committee.

Recommendation 2: More than one person will do tests of new or substantially modified equipment.

Recommendation 3: The Health and Safety Committee should ~~begin~~ the identification of and plans to avoid or overcome all access and egress bottleneck points. This ~~should~~ be a routine item on their regular agenda.

Recommendation 4: The Company's Loss Control Manager will become ~~certified~~ as soon as soon as possible.

Recommendation 5: The Company is in agreement with this recommendation except the language as amended in ~~article 21.01 (b)~~ in the collective agreement.

The Company appreciates ~~the~~ Union's offer of its ~~safety~~ training resource and ~~will~~ utilize this help when it is appropriate to do so.

Yours truly,

T. James Whittal  
Manager, Labour Relations/Safety



June 1, 2001

**Mr. Bob Martin**  
President, Local 459  
United Food & Commercial Workers  
261 Erie Street South  
Leamington, Ontario  
N8H 3C4

Dear Mr. Martin:

As a result of our recent discussion of your concerns regarding retiree benefits, the Company will agree to the following changes:

Article XVI - (o) Plant Unit; (p) Office & Technical Unit; (p) Factory Office & Quality Control Unit  
Sick and Welfare Plan - **Retiree Benefits**

**Dental:** Effective January 1, 2002 = 1991 O.D.A  
Effective January 1, 2003 = 1992 O.D.A

**Vision:** Effective May 1, 2002 the Company will provide a basic vision care plan; One (1) pair every two (2) years; \$175 every two (2) years.

Yours truly,

**T. James Whittal**  
Manager, Labour Relations/Safety

June 1, 2001

Mr. Bob Martin  
President, Local 459  
United Food & Commercial Workers  
261 Erie Street South  
Leamington, Ontario  
**N8H 3C4**

Dear Mr. Martin

As discussed during negotiations, if more than one, ~~ten-day~~ shutdown is required during a calendar year, the Company will schedule ~~by~~ plant wide seniority for those departments required to work, subject to skill merit, and ability. Groups identified in Section ~~7(c) (i), 7(c) (ii), and 7(d)~~ of the Rules & Regulations Governing ~~the~~ Operation ~~of~~ Job Grading and Job Grading Rates will not be affected.

Yours truly,

T. James Whittal  
Human Resources Manager

**June 1, 2001**

**Mr. Bob Martin  
President, Local 459  
United Food & Commercial Workers  
261 Erie Street South  
Leamington, Ontario  
N8H 3C4**

**Dear: Mr. Martin**

**As a result of our recent negotiations, this memo confirms that we, the Company and the Union, have agreed to discontinue the Incentive Plan also referred to as the Gainsharing plan effective May 01, 2001.**

**Yours truly,**

**T. James Whittal  
Human Resources Manager**

**April 23, 2001**

Mr. Bob Martin  
President, Local 459  
United Food & Commercial Workers  
261 Erie Street South  
Leamington, Ontario  
**N8H 3C4**

Dear Mr. Martin

As discussed during negotiations the Company will consider the following positions in the Can Fill Department to be "Preferred" positions.

- Spaghetti Filler Operator
- Spaghetti Dough Maker
- Ravioli **P**ress Operator
- Ravioli Flour Mixer
- Ravioli **M**eat *Mixer*

These positions will be preferred because of the critical need to maintain the consistency and quality of the pasta-based products.

The Company and Union will follow the existing process for posting these positions as soon as possible after ratification of the agreement.

Yours truly,  
T. James Whittal  
Human Resources Manager

## APPENDIX "F"

### GRADE 1 - RATES

**\$ 18.97**

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

**\$ 19.11**

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

### GRADE 3 - RATES

**\$ 19.24**

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**

**\$ 19.42**

- 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. Labeler 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. Scalding Operator
- 21. Second Process Operator
- 22. Sleeving 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

**\$ 19.54**

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

**\$ 19.63**

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**

**\$ 19.77**

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
- a. Product Sterilizer
9. Stockkeeper "B" - Central Stores
10. Vinegar Worker "A"
11. Votator Operator

**GRADE 8 - RATES**

**\$ 19.92**

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**

**\$ 20.24**

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

**GRADE 10 - RATES**

**\$ 20.98**

1. Stockroom Lead



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**\$ 22.98**

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

**GRADE 12 - RATES**

**\$ 23.29**

1. Maintenance Lead "A"

EXECUTED at LEAMINGTON, ONTARIO

this 14th day of Dec 2001

FOR:

H. J HEINZ COMPANY OF CANADA LTD.

John L. ...  
Carolyn ...  
[Signature]  
Paul O'Malley  
[Signature]

UNITED FOOD & COMMERCIAL WORKERS,  
A.F.L. C.I.O. C.L.C. LOCAL 459

Robert ...  
June Dawe  
Lorraine ...  
[Signature]  
Bridy Hutchins  
Tia Joerner

[Signature]  
Ruby ...  
[Signature]  
Bob ...  
[Signature]