

SOURCE	CO.		
DATE	01	05	01
TIME	04	04	30
NO. OF EMPLOYEES	30		
NO. OF EMPLOYÉS	2P		

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.

**FACTORY OFFICE AND
QUALITY CONTROL UNIT**

Expires April 30, 2004

ENTERED

00347(07)



FACTORY OFFICE & QUALITY CONTROL UNIT

COLLECTIVE AGREEMENT EXPIRES: APRIL 30, 2004

MAY 1/01 RATES INCREASED BY .65/HOUR INCREASE AND .12/HR COLA FOLD-IN

MAY 1/02 RATES INCREASED BY .50/HOUR

MAY 2/03 RATES INCREASED BY .55/HOUR

BASED ON 40 HRS/WK		EFFECTIVE DATE	PROGRESSION SCHEDULE			
JOB GRADE	INCREASE PER WEEK		AFTER 60 WRKG DAYS	6 MOS	9MOS	12MOS
1	30.80	MAY 1/01	524.80	761.20		
	20.00	MAY 1/02	544.80	781.20		
	22.00	MAY 1/03	566.80	803.20		
2	30.80	MAY 1/01	532.00	768.40		
	20.00	MAY 1/02	552.00	788.40		
	22.00	MAY 1/03	574.00	810.40		
3	30.80	MAY 1/01	538.80	775.20		
	20.00	MAY 1/02	558.80	795.20		
	22.00	MAY 1/03	580.80	817.20		
4	30.80	MAY 1/01	546.00	782.40		
	20.00	MAY 1/02	566.00	802.40		
	22.00	MAY 1/03	588.00	824.40		
5	30.80	MAY 1/01	552.80	790.80		
	20.00	MAY 1/02	572.80	810.80		
	22.00	MAY 1/03	594.80	832.80		
6	30.80	MAY 1/01	562.00	786.00	803.60	
	20.00	MAY 1/02	582.00	806.00	823.60	
	22.00	MAY 1/03	604.00	828.00	845.60	
7	30.80	MAY 1/01	574.80	790.00	802.80	818.00
	20.00	MAY 1/02	594.80	810.00	822.80	838.00
	22.00	MAY 1/03	616.80	832.00	844.80	860.00
7A	30.80	MAY 1/01	580.00	794.80	808.00	819.60
	20.00	MAY 1/02	600.00	814.80	828.00	839.60
	22.00	MAY 1/03	622.00	836.80	850.00	861.60
8	30.80	MAY 1/01	588.00	796.00	810.00	842.40
	20.00	MAY 1/02	608.00	816.00	830.00	862.40
	22.00	MAY 1/03	630.00	838.00	852.00	884.40
LEAD RATE/HOUR N/C		(PER HOUR)	0.31	0.31	0.31	0.31
2ND SHIFT PREMIUM		May 1/01	0.49	0.49	0.49	0.49
		May 2/01	0.54	0.54	0.54	0.54
		May 3/01	0.59	0.59	0.59	0.59
3RD SHIFT PREMIUM		May 1/01	0.71	0.71	0.71	0.71
		May 2/01	0.76	0.76	0.76	0.76
		May 3/01	0.81	0.81	0.81	0.81

John M. [Signature]

NOTE: prior to May 1/98, 65 working days were required before progression schedule rates applied

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Human Resources Dept., Leamington

June 11/01

INDEX

<u>Article</u>		<u>Page #</u>
1	Purpose	1
2	Recognition	1
3	Union Security	2
4	Wages	4
4.07	Jury Duty	5
4.08	Bereavement Pay	5
5	Shift Premiums	7
6	Hours of Work	7
7	Holiday	11
8	Reporting Allowance and Call-In Pay	13
9	Seniority	14
10	Vacations	25
11	Management Rights	30
12	Non-Strike Provision	32
13	Grievances Procedure	32
14	Arbitration	38
15	Leave of Absence for (Union Rep.)	40
16	Sick and Welfare Plan	41
17	Uniforms	43
18	Bulletin Boards	43
19	Rest Periods	44
20	Health and Safety	44
21	General	45
22	Termination and Renewal	46
	Appendix "A" (Rates)	47
	Job Grading	50
	Appendix "B" (C.O.L.A.)	56
	Appendix "C" (Pension)	56
	Letters	59

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 to provide an amicable method of settling any difference or grievance which may arise relating to conditions of employment.
- 1.02 The parties agree 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** collective bargaining representative for all employees, in the factory of the Company at Leamington, save and except **Supervisors**, and persons above this rank, persons employed in the Medical Department and Human Resources Department, Senior Labour Analyst, Maintenance Planners, persons employed **regularly** for twenty-four (24) hours a week or less, and students employed for the school vacation period.
- 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 only provisions of this Agreement which apply to probationary employees are those provisions which are specifically applicable to probationary employees and such provisions shall only apply to probationary employees to the extent specifically provided in such provisions.
- 2.05 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, 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 month, 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. The Company will also deduct the equivalent of union dues from the pay of each employee upon the completion of the probationary period. **Such** deduction shall **be** made monthly from the employee's first pay each calendar month and the amounts so deducted shall be transmitted to the Financial Secretary of the Union 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) 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) Wages will be paid in accordance with the Wage Schedule of Appendix "A".
- (b) **COLA payments will be based on fiscal year end versus April 30" calendar period end.**
- 4.02 Promotions: When an employee is promoted to a classification in a higher grade, he will move to the next higher rate within his new grade with a minimum increase of \$15.00 per week, effective at the time of his promotion. However, this rate cannot exceed the maximum rate of the job on the wage schedule.
- 4.03 A cost of living allowance will be paid in accordance with Appendix "C".
- 4.04 (a) When an employee temporarily replaces another employee in a higher grade during absence for vacations, illness, etc., no adjustment is made unless the replacement period extends for a period of one ~~(1)~~ day in which case, after completing such day, the employee's rate will be adjusted to the ~~next~~ higher rate to his present rate within his new job grade with a minimum increase of \$15.00 per week, retroactive to the commencement of such job; however, this rate cannot exceed the maximum rate of the job on the wage schedule.
- (b) When an employee has once qualified for the job rate by progressing through the salary progression schedule ~~he/she~~ does not have to requalify if placed on the same job within a two (2) year period.
- 4.05 The rules and regulations under the Job Grading Plan appear as Appendix "A" hereto and shall be considered as part of this Agreement.
- 4.06 Job titles and grades applicable to each group shall be available in the respective groups.

JURY DUTY

- 4.07 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 (8) hours pay at the rate paid the employee the last working day before sewing jury duty.

BEREAVEMENT PAY

4.08 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 pay 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 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 (1) 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 (1) day in the case of absence due to death of the employee's daughter-in-law, son-in-law, brother-in-law, or sister-in-law.

4.09 Employees shall receive their pay Thursdays.

4.10 It is agreed that any employee who has been in the employ of the Company for a period of sixty (60) days of **actual** work within a period of one (1) year and who has been laid off and rehired within one (1) year from the date of lay-off will receive, on rehiring, the rate of pay which was being received by him at the time of lay-off, together with any increases **agreed** to during the period of lay-off. Provided that, in any case, the rate of pay to be received by such an employee, upon rehiring, shall not exceed the rate then being paid to employees who have completed sixty (60) days of actual work.

4.11 Quality chairperson will ~~be~~ given copies ~~of~~ the current job descriptions for jobs in their respective units.

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 **seventy-one (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 of his standard eight (8) hours on his respective shift. **On the second year of contract an increase of five (5) 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.

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 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. Only overtime authorized by supervision **will** be paid. The overtime rate will be determined by dividing the weekly salary by forty (40) hours. Overtime will be calculated and paid to the closest quarter (**1/4**) of an hour.
- 6.03 Time and one-half shall be paid for all hours worked on Saturday and double time for all hours worked on Sunday.
- 6.04 (a) (i) 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 within the existing overtime group arrangement, provided they are ready and available for such work.
- (ii) When overtime work is required on Saturday, Sunday or a paid holiday, it will be allocated **by** seniority on **a** shift basis within the existing overtime group arrangement, provided the employees concerned have the necessary skill, merit and ability to perform the work required. Shifts will be determined by the **following** guidelines:
- 6.04 (b) (i) The employee 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.
- (b) (v) **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 (1½) 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 (1½) 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).

The **Union/Management** Committee will meet to develop a detailed schedule for the affected employees.

Applies to **seasonal** and probationary employees only.

- 6.04 (c) 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.
- 6.05 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.
- 6.06 If not enough employees have agreed to come in to work from the existing overtime group then the unit seniority list will be used, in descending order of seniority, until enough people are found, subject to skill, merit and ability.

ARTICLE VII
HOLIDAYS

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

- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing 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 last working day prior to New Year's Day subject to the conditions set out in paragraphs 7.02 and 7.03.
- (d) Each of the holidays will be observed Monday through Friday.

- 7.02 Employees other than probationary 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 written leave-of-absence therefore has been granted by the employee's Department Head;
- (vi) Absent on bona fide Union business up to ten (10) working days.

7.03 In order to qualify for pay for the holidays as above, the employee's scheduled working day herein before referred to must fall within three (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.

ARTICLE VIII REPORTING ALLOWANCE & 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** An employee shall acquire 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 and when so acquired, the employee's seniority commences from the date first hired.
- 9.03** Seniority will be applied separately in the following groups, subject to such change in the future as the interests of the business may require and as agreed to by the Union:
1. Quality Control
 2. Factory Offices
- 9.04** (a) A new employee's seniority applies in the group to which he is assigned at the end of his probationary period and continues in that group until the employee is transferred to another group;
- (b) An employee who has completed his probationary period may file a grievance claiming he has been improperly classified.
- 9.05** The Company will post in suitable locations, a seniority list for each group, showing the name and seniority of each employee and will revise the list every six (6) months as required. The Local will be provided with copies of the seniority lists.
- 9.06** (a) The Company recognizes the importance of seniority as a factor to be considered along with skill, ability and requirements of the job in respect of transfers, demotions, promotions, temporary layoffs and recalls to work thereafter within each separate group and when skill, ability and requirements of the job are relatively equal between employees, then group seniority is recognized as the prevailing factor in the making of a selection;
- (b) In the application of paragraph 9.06 (a) the time spent in filling a temporary vacancy shall not result in an employee being given preference over employees who normally perform the job.
- 9.07** (a) In the case of layoffs other than temporary or for a temporary shutdown, the following procedure shall apply;
- (i) Probationary employees shall be laid off first;

- (ii) Thereafter, employees shall be laid off on the basis of the employee's chronological time of hiring, provided that the employee has the necessary skill, ability and requirements of the job to perform the required work. However, this paragraph does not apply to the technical employees of the groups which shall be governed by the provisions of paragraphs 9.03 and 9.06;
 - (iii) In the application of Section (ii) above, the redundant employee shall exercise his departmental and group seniority and then unit-wide seniority, provided he is able to perform the work. The employees that are displaced by a redundant employee, will follow the regular bumping process.
- (b) Employees shall be recalled in the inverse order of being laid off, provided that the employee has the necessary skill, ability and requirements of the job to perform the required work.

(c) 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 1st indicating what departments will be shutdown.

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

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.

9.08 In the case of temporary layoffs of not longer than five (5) working days, seniority shall be applied by group seniority, subject to the provisions of paragraph 9.06. However, if a temporary layoff occurs due to an emergency, breakdown or a condition beyond the control of the Company, seniority will not apply on any basis for a period of within two (2) working days.

9.09 (a) The term "vacancy" for the purposes of this Article shall be defined as an opening in the group 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 group, 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 therein, 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 group he worked in immediately preceding the transfer if he would have continued to work in that group except for his selection to the **posted** vacancy, or to some other group. Such employee may not apply for the same posted vacancy for a period of twelve (12) months.
- (e) In the case of arbitration, not more than one (1) employee may **claim** an **improper selection** for the same posted **vacancy**.

- 9.10
- (a) An employee who is transferred from one (1) group to another group as a result of **his** own request, acquires no group seniority in that new group for a period of six (6) months except over employees brought into the group after the date of his transfer, but if retained in that group after a **period** of six (6) months, the employee's total seniority shall be transferred to the new group.
 - (b) 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 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.

- (c) In the application of (b) 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 group **he/she** worked in immediately preceding the transfer if **he/she** would have otherwise continued to work in that group except for **his/her** transfer, or to some other group within **his/her** original bargaining unit for placement, if any, on the basis of skill, ability and seniority.
 - (d) In the application of (b) above, for the purpose of lay offs 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 group **he/she** worked in immediately preceding the transfer if **he/she** would have **otherwise** continued to work in that group except for **his/her** transfer, or to some other group within **his/her** original bargaining unit for placement, if any, on the basis of skill, ability and seniority.
 - (e) The Company and the Union agree, where **practical**, the Company will try and place employees 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.
- 9.11 (a) An employee who is transferred from one group to another group by the Company acquires no seniority in the new group for a period of three (3) months, except over employees brought into the group after the date of his transfer but if retained in that group **after** a period of three (3) months, his group seniority, based upon his total service with the Company, applies in such new group. However, an employee, who is transferred by the Company to a new group as a result of a reduction in the number of employees in his former group due to a technological change, shall acquire seniority in the new group as of date of transfer.
- (b) In the application of the above, an employee who is rendered redundant or displaced from his job as a result of technological change shall exercise his departmental and **group** seniority and then **unit-wide** seniority, provided **he is able** to **perform** the work. The employees that are displaced by a redundant employee will follow the regular bumping procedure.
 - (c) 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.

- 9.12** When an employee, after being transferred is laid off, such layoff shall not interfere with the accumulation of seniority in the new group. When recalled, such an employee will have preference over employees with less group seniority to come back into the group he was working at the time of the layoff. When recalled, the accumulation of seniority will continue until six (6) months after the date of the first transfer, or three (3) months, whichever is applicable.
- 9.13** An employee transferred to any position within the Company excluded from the bargaining unit covered by this Agreement and subsequently transferred back to a position in 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 to a position covered by this Agreement, shall acquire seniority in the bargaining unit as of the date of his transfer.
- 9.14** In the event of a temporary shutdown of one (1) or more groups, group seniority will apply to the employees involved with respect to layoffs of two (2) 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 shutdown, 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 shutdown period. Employees who continue to work during a shutdown shall qualify for Holiday Allowance in accordance with paragraphs 7.02 and 7.03.
- 9.15** Leave of absence, if granted in writing by the Company will not affect an employee's seniority rating. An employee may, under special circumstances, receive a maximum of three weeks leave of absence through his Department Head.
- 9.16** 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) years seniority, is laid off for lack of work for a continuous period in excess of the length of his seniority with the Company. In case of employees with seniority of 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; or

- (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.
- 9.17
- (a) A pregnant employee may apply for and take a leave of absence at the end of five months of pregnancy and shall be entitled to be re-employed with full seniority rights provided she reports for work within two months after the 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.
- 9.18
- (a) The local Union President, Chief Steward and Chairperson shall have the privilege of working on the day shift.
 - (b) The first Vice-president, Assistant Chief Steward and person replacing the Chairperson shall have the privilege of working on the day shift if the President, Chief Steward, or Chairperson 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.
- 9.19
- An employee who presents a medical certificate showing that he has been ill or displaced by accident shall maintain his seniority rights during the period of such illness.
- 9.20
- 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.
- 9.21
- The Company will forward to the Union six (6) copies of all departmental and group seniority lists semi-annually.

ARTICLE X
VACATIONS

10.01 Each regular employee shall be entitled to a vacation, its length to be determined as follows:

- (a) If employed less than ten (10) months during the previous **fiscal** year, one (1) day of vacation during the second fiscal year for each full calendar month of service in the previous fiscal year;
- (b) If employed ten (10) months or more but less than one (1) full fiscal year during the previous fiscal year, **two** (2) weeks of vacation in the second (2nd) fiscal year;
- (c) During the fiscal 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 fiscal 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 fiscal year in which the employee celebrates his tenth (10th) and each subsequent anniversary date of service, each regular employee shall receive four (4) weeks of vacation with pay;
- (f) During the **fiscal** year in which the employee celebrates his eighteenth (18th) and each subsequent anniversary date of service, each regular employee shall receive five (5) weeks of vacation with pay;
- (g) During the fiscal year in which the employee celebrates his twenty-fifth (25th) and each subsequent anniversary date of service, each regular employee shall receive six (6) weeks of vacation with pay;

10.02 Five (5) working days shall constitute one (1) week.

10.03 Vacation with pay shall be calculated as follows:

- (a) Employees entitled to **two** (2) weeks or less vacation - four percent (4%) of earnings for the preceding **fiscal** year;
- (b) Employees entitled to three (3) weeks vacation - six percent (6%) of earnings for the preceding **fiscal** year;

- (c) Employees entitled to four (4) weeks vacation - eight percent (8%) of earnings for the preceding fiscal year;
- (d) Employees entitled to five (5) weeks vacation - ten percent (10%) of earnings for the preceding fiscal year;
- (e) Employees entitled to six (6) weeks vacation - twelve percent (12%) of earnings for the preceding fiscal year;

(9) Vacation pay shall be calculated as follows:

1. If the employee has worked 500 or more hours during the preceding fiscal year, two percent (2%) of earnings for **such** preceding **fiscal** year for each week of vacation entitlement, or the equivalent of the employee's regular hourly wage rate for the forty (40)-hour week, whichever is greater;
2. **I**f the employee has worked less than 500 hours during the preceding fiscal year, two percent (2%) of the employee's earnings for **such** preceding fiscal year for each week of vacation entitlement;
3. In calculating the 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 fiscal year.

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 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 concerned.
- 10.06 When practicable, vacations **will be scheduled** as requested by the employees in the employee seniority order except that **efficient** operation of the Company 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 fiscal year, unless the employee notifies the Company in writing at the time of layoff that he prefers to postpone **such** paid vacation until later in the **fiscal** year in which he is laid off. Vacation pay will be made by **Direct Deposit**.
- 10.08 Upon termination of employment, an employee will receive vacation pay accumulated to his credit.

ARTICLE XI **MANAGEMENT RIGHTS**

- 11.01 The Union acknowledges that it is the exclusive function of the Company to:
- (i) Maintain order, discipline and 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, the right to plan operations, to **determine** services to be performed and the methods, procedures and equipment in connection **therewith**, the engineering and designing **of** its products, the control of materials and parts to be incorporated in the products produced, and the extension, limitations, curtailment or cessation of operations.

1 ■02 It is understood that the causes 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.

11.05 (a) 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 shall leave the meeting if requested to do so by the employee.

(c) The Union agrees that it will uphold the ~~rules~~ and regulations of the Company in regard to punctual and steady attendance, proper notification in case of absence and conduct on the job.

ARTICLE XII NON STRIKE PROVISION

12.01 The Union agrees to accept and abide by all the terms and conditions of this Agreement 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 Agreement and during its term will not lock out the employees.

ARTICLE XIII

GRIEVANCE PROCEDURE

13.01 The Union will appoint, from among employees who have completed their probationary period, and the Company will recognize five (5) Stewards and a Committee comprised of not more than three (3), one (1) of whom shall be the Chairman of the Committee.

13.02 (a) Each Steward or Committeeman shall be permitted to function as such only as provided herein. It is understood that the Stewards and Committeemen 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 their Department Head. 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.

(b) All grievances shall be dealt with during working hours where possible without loss of time or pay to the parties involved.

13.03 When an employee is being disciplined for any reason, he may elect, at his discretion to have a Union representative present during any interview.

13.04 The Local shall notify the Company in writing from time to time of the names of the Committeemen and Stewards.

13.05 The Company will supply the Chairman of the Committee with a list of the Department Heads and Assistant Department Heads excluded from the provisions of this Agreement as aforesaid and will notify the chairman of any changes thereto.

13.06 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 the Group 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 the Group Steward, and his Department Head. The grievance shall be presented in writing and the decision of the Department Head shall be given in writing within two (2) full working days following 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 and the Human Resources Department's written decision given within not more than three (3) 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 Union Committee, not exceeding five (5) in number. An International Representative of the Union may be present at such meeting. The decision of the Company's representative shall be given in writing within five (5) full working days of the said meeting.

13.07 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 XIV. 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.

- 13.08 Any difference arising directly between the Company and the 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.
- 13.09 The aggrieved employee may be present during each step of the Grievance Procedure and at Arbitration.
- 13.10 When a group of employees has a complaint or grievance it shall first be taken up under Step No. 2 and they may be represented by the appropriate Steward and not more than two employees.
- 13.11 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.
- 13.12 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.
- 13.13 Failure of the Union or employees to comply with the time limits in Steps 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.
- 13.14 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.

13.15 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, 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.

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 required 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~~ (2) 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 then request the 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~~ (2) employees (only one (1) 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 Unemployment 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;
- (c) (i) A regular employee 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 weekly indemnity;

- (ii) Where Workers' Compensation Benefits accrue on account of injury, this will be in lieu of payment of wages by the Company;
 - (d) All regular employees shall be entitled to Weekly Indemnity benefits immediately upon reinstatement on the payroll following a lay-off;
 - (e) Supplementary Hospitalization Plan to be continued;
 - (f) 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;
 - (h) The Company will provide a Dental Plan; nine (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.**
 - (i) The present Long Term Total Disability Plan will remain in effect;
 - (j) Out-of-Province/Country emergency treatment;
 - (k) The Company will provide a basic vision care plan; 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.**
 - (l) Physiotherapy treatment covering visits to licensed clinics.
 - (m) Chiropractor coverage \$275 per year;
 - (n) Benefit maximum per life time for retirees ~~or~~ their dependents
 Year 2000=\$25,000
 Year 2001=\$30,000
 - (o) Option to continue Life Insurance after retirement at same cost (after 05/01/98) up to age sixty-five (65);
- 16.02 (a) The Plan documents for all sick and welfare benefits provided under the 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 ensure 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 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 (1) copy of each such notice to the Human Resources Department one-half hour ($\frac{1}{2}$) prior to posting.

ARTICLE XIX
REST PERIODS

19.01 Employees shall be entitled to two (2) rest **periods** of **ten (10)** minutes each for each eight (8) hour day.

ARTICLE XX
HEALTH AND SAFETY

20.01 The Company will make reasonable provisions 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** per year.

GENERAL

21.01 The Chief Steward and Chairperson will be furnished with a copy of any employee report given to an employee.

4

- 21.02 (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.

21.03 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 reason for contracting it out and obtaining the Union's feedback and possible options.

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"

**SALARY PROGRESSIONSCHEDULE
EFFECTIVE MAY 1, 2001
FACTORY OFFICE AND QUALITY CONTROL UNIT**

JOB GRADE	AFTER 60 WORKING DAYS	6 MOS.	9 MOS.	12 MOS.
1.	519.60	761.20		
2.	526.80	768.40		
3.	533.60	775.20		
4.	540.80	782.40		
5.	547.60	790.80		
6.	556.80	780.80	803.60	
7.	569.60	784.80	797.60	818.00
8.	582.80	790.80	804.80	842.40

LEAD RATE - 31 CENTS/HOUR

EFFECTIVE MAY 1, 2002

JOB GRADE	AFTER 60 WORKING DAYS	6 MOS.	9 MOS.	12 MOS.
1.	539.60	781.20		
2.	546.80	788.40		
3.	553.60	795.20		
4.	560.80	802.40		
5.	567.60	810.80		
6.	576.80	800.80	823.60	
7.	589.60	804.80	817.60	838.00
8.	602.80	810.80	824.80	862.40

LEAD RATE - 31 CENTS/HOUR

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

JOB GRADE	AFTER 60 WORKING DAYS	6 MOS	9 MOS.	12 MOS.
1.	561.60	803.20		
2.	568.80	810.40		
3.	575.60	817.20		
4.	582.80	824.40		
5.	589.60	832.80		
6.	598.80	822.80	845.60	
7.	611.60	826.80	839.60	860.00
8.	624.80	832.80	846.80	884.40

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

RULES AND REGULATIONS GOVERNING THE OPERATION OF THE JOB GRADING AND JOB CLASSIFICATION PROGRAM

1. All job grades and classifications effective June 1, 1998 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 job, 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 contents 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 respective wage schedule which applies;

- (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, an employee will remain at the job classification 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 to discuss the difference 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)
 - (i) If the Company and Union are unable to reach agreement on the job description or job grading of a job **classification** within a reasonable period of time, the difference will be submitted by either party to an Impartial Arbitrator;
 - (ii) The Arbitrator shall be chosen by agreement of the parties within ten (10) **working** days following their disagreement failing which the Arbitrator will be appointed by the Minister of Labour of the Province of Ontario upon the written application of either **party**;
 - (iii) No person may be appointed as the Arbitrator who has been involved in an attempt to negotiate or settle the matters to be decided by the Arbitrator;
 - (iv) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of these Rules and Regulations, nor to alter, modify or amend any of them;

(v) The proceedings of the Arbitrator will be expedited by the parties and the decision of the Arbitrator will be final and binding on the parties hereto and the employee or employees concerned;

(vi) The parties will jointly bear the expenses of the Arbitrator.

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 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;
- (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. The factors used to **determine** Job Classifications are as follows:

- i. Job Knowledge;
- ii. Education and Training;
- iii. Complexity;
- iv. Responsibility for Judgment;
- v. Responsibility for Accuracy;
- vi. Responsibility for Confidential Matters;
- vii. Responsibility for **Interpersonal** Skills;
- viii. Working Conditions;
- ix. Physical Effort.

- 5. (a) An employee will be classified and assigned to the sixty (60) working day rate in the appropriate **job** grade upon obtaining seniority;
- (b) An employee who maintains seniority privileges after being laid off for **lack** of work and being reinstated, is eligible for Job Grading. He will be placed on the **salary** schedule according to his length of service on the job in the appropriate job grade and classification subject to Clause 6;

- (c) The Company maintains the prerogative to hire technical and skilled employees at rates above the minimum wage rates as outlined in the salary grid in the collective agreement, provided these rates are not inconsistent with rates paid to employees in the same job classification;
 - (d) An employee, 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. Each employee respectively shall be classified and paid for all hours worked each day the appropriate rate of the wage schedule for the job grade in which he is classified.
 7. Employees should be classified and receive their classification rate at all times for all work performed unless permanently promoted, transferred or demoted. Employees transferred shall receive the appropriate job classification rate as defined in Clause 6.
 8. Employees who work on jobs graded on the basis of the employee being required to wear safety equipment will be required to wear such equipment when performing the work which requires such protection.
 9. Employees will be paid at their job classification rate for the time spent during working hours attending meetings approved by Management.
 10.
 - (a) The wage rate of an employee whose job grade has been lowered as a result of the introduction of the job grading program will be considered "red-circled" and will not be reduced as long as he remains on the same job;
 - (b) A "red-circled" employee who moves to another job will receive the grade and wage rate of the new job classification he performs.

APPENDIX "B"

Modified Cola 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 "C"

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 on or after January 1, 2001, the minimum Retirement Allowance payable to a Member shall be equal to **\$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 per cent 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 (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 percent (6%).
- f) Pensioners will receive either the minimum guarantee or the percentage formula, which 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.

WITNESS WHEREOF the parties hereto have caused their names to be subscribed to this Agreement by their respective duly authorized representative this _____ day of _____

FOR THE COMPANY:

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

FOR THE UNION:

Paul McGee Mark Stasso Rob Crawford
Robert Adams Lorraine Cowan June Davie
Archie Cervini Perry Sabelli Cindy Hutchins
Tia Toomer Kevin David
Bob Cranston 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:

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 (1) year seniority prior to the claim for **weekly** indemnity which qualifies the employee to apply for the long term total disability insurance plan.
 - a. 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 total 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 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:

PE: 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 July 16, 1992, 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 Protest Day

As discussed during negotiations, in the event of a Province/Nationwide Protest Day, the Company agrees to meet with the Union and discuss the ramifications of any such action as *it* pertains to the Union members and the Company.

Yours truly,

James Whittal
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 /or 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 it's 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

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· 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 Press Operator
- Ravioli Flour Mixer
- Ravioli Meat 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

EXECUTED at LEAMINGTON, ONTARIO

this 14th day of Dec 2001

FOR:

H. J HEINZ COMPANY OF CANADA LTD.

[Signature]
Carolyn Long
[Signature]
Paul O'Malley
[Signature]

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

Jane Davie
Lorraine Cowen
[Signature]
Gindy Hutchins
Lia Toomer
Bob [Signature]

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Ken Sabell's
[Signature]
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