

**COLLECTIVE
AGREEMENT**

BETWEEN

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TERM.	95 07 17
EMPLOYEES	170
INDUSTRIE	88
EMPLOYES	

**MOTT'S A DIVISION OF
CADBURY BEVERAGES
CANADA INC.**

AND

**LOCAL 550A
UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION
A.F.L., C.I.O., C.L.C.**

JULY 18, 1992-JULY 17, 1995

APR 20 1993

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COLLECTIVE BARGAINING AGREEMENT

between

**MOTT'S, A DIVISION OF
CADBURY BEVERAGES CANADA INC.**

YALE CRESCENT

ST. CATHARINES, ONTARIO

L2R 6Y4

(hereinafter referred to as "The Company")

OF THE FIRST PART

and

LOCAL 550A

UNITED FOOD AND COMMERCIAL WORKERS

INTERNATIONAL UNION

A.F.L., C.I.O., C.L.C.

(hereinafter referred to as "The Union")

OF THE SECOND PART

WHEREAS THE Company's employees (hereinafter referred to as "the employees") have selected the Union as a collective bargaining agency and

WHEREAS the employees have requested the Company to enter into a collective bargaining agreement with the Union.

NOW, THEREFORE, this agreement witnesseth that in consideration of the premises and the mutual covenants contained herein, the parties hereto covenant and agree as follows.

ARTICLE 1

Purpose

1.01 That the purpose of this agreement is to maintain a harmonious relationship between the Company and its employees by establishing formal procedure for the determination of wages, hours and working conditions and for the settlement of grievances. Both parties agree that their mutual interest and welfare lies in friendly co-operation to promote the interest of both the Company and such employees.

ARTICLE 2

Recognition

2.01 That the Company acknowledges the Union to be the sole bargaining agent for all employees, save and except Supervisors, persons above the rank of Supervisors, Graduate Professional Chemist, Stationary Engineers and seasonal employees. This, however, is not to be construed as preventing an individual employee from taking up their own problem directly with representatives of the Company.

2.02 An excluded employee will not perform the duties of employees in the bargaining unit except in the case of training or to cover the temporary (two (2) hours or as mutually agreed) absence of an employee or in the case of start-up of new equipment. In addition to the exceptions noted in the preceding sentence, an excluded employee may also perform the duties of employees in the bargaining unit in the case of mechanical failure, testing of equipment, or actions required to prevent detrimental effect on product quality where the bargaining unit employees could not perform the work without the assistance of excluded employees; in those cases, the excluded employee must be assisting a bargaining unit employee who is primarily responsible for the work.

2.03 In this agreement, the use of a masculine shall be construed as if the feminine pronoun had been used where the context *so* requires.

ARTICLE 3

Relationship

3.01 That as a condition of continued employment, all employees shall become members of the Union in good standing after sixty (60) days worked and shall remain so for the duration of this contract.

3.02 The Chief Steward will be notified in writing of new employees on their first day work.

ARTICLE 4

Check-off

4.01 That a check-off system of dues shall be instituted and made operative for the lifetime of this agreement. The Company will transmit the monies so collected to the designated officials of the Union by the fifteenth (15th) of the month following collection. A list of the names of the employees concerned shall accompany the monies.

4.02 The Company agrees to deduct initiation fees from employees who have completed the probationary period.

4.03 The Company shall list the employees on the check-off list who have left the employment of the Company since the last payment.

4.04 The Company agrees to deduct union dues from all employees after forty (40) days worked.

ARTICLE 5

Union Activities

5.01 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without permission of management.

5.02 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the unit, and realizes that, in order to provide the maximum opportunities for continuing employment, good working conditions and better than average wages, the Company must be in a strong market position, which means it must produce at the lowest possible costs consistent with fair labour standards. The Union, through its bargaining position, assumes a joint responsibility in attainment of these goals. The Union therefore agrees that it will cooperate with the Company and support its efforts to assure a full day's work on the part of its members, and it will actively combat absenteeism and any other practices which restrict production. It further agrees that it will support the Company in its effort to eliminate waste in

production, conserve materials and supplies, improve the quality of workmanship, prevent accidents and strengthen goodwill between the Employer, the Employee, the Customer and the Public.

ARTICLE 6

Strikes

6.01 That there shall be no resort to strike or lockouts for the duration of this Agreement.

ARTICLE 7

Reservations Of Company Rights

7.01 That is the exclusive function of the Company to maintain order, discipline and efficiency. To manage the workers and direct the working force including the right to hire, discharge, suspend, transfer, promote, demote or discipline employees, provided that a claim that an employee who had attained seniority and has been discharged or disciplined without just cause may be the subject of a grievance, and dealt with as hereinafter provided.

7.02 To operate and manage its business in all respects in accordance with its commitments and responsibilities; to determine the location of the plant, the products to be manufactured, the schedules of production, methods, machinery and equipment; to exercise jurisdiction over all operations, buildings, machinery tools at the plant in St. Catharines, Ontario; to make and alter from time to time rules and regulations to be observed by the employee. The Company agrees that these functions shall not be in an unfair or discriminatory manner or that the rules and/or regulations will not be inconsistent with the provisions of this agreement.

7.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the plant rules, or any of the provisions of this agreement, shall conclusively be deemed to be sufficient cause to disciplinary action (up to and including

dismissal) of an employee subject to the grievance procedure.

ARTICLE 8

Labour/Management Meeting

8.01 That the Company and a Union committee will hold jointly monthly meetings to discuss and resolve issues.

A written agenda will be supplied one week before the meeting. Any additions to the agenda will be submitted in writing prior to the meeting. Written minutes of the meeting will be issued by the company within one week of the meeting. The agenda would include the following:

- a) Current issues and problems (outside of grievance meetings).
- b) Future ideas, opportunities or possible concerns.

Our objective is to improve the communications process within our facility.

8.02 The Office will hold meetings bimonthly and the President of the Local will be present.

ARTICLE 9

Stewards

9.01 That the plant employees shall elect or appoint from amongst their own members eight (8) departmental stewards including a chief steward to cover the following departments :

Warehouse	Maintenance
Packaging (2)	Laboratory
Processing (2)	

9.02 The chief steward works on the day shift.

9.03 That the office shall elect or appoint from amongst their own members, one (1) steward and one (1) alternate steward who will serve in cases where the steward is absent.

9.04 That all representations to or by the Company on matters covered by this agreement shall be made initially by or to a steward.

9.05 That employees shall not be eligible to serve as a steward until they have been in continuous employment with the Company for a period not less than six (6) months.

9.06 That the Union shall supply the Company with the names of the stewards as soon as they are elected or appointed, and shall inform the Company promptly of any change.

9.07 Stewards shall have the right to investigate complaints ~~or~~ grievances on Company time without loss of basic pay provided:

9.07 (1) Employee who initiates complaint or grievance has discussed same with their supervisor and has been unable to resolve within a reasonable time.

9.07 (2) Employee requests steward's assistance.

9.07 (3) Time off is arranged by employee's supervisor and steward's supervisor.

9.07 (4) If an employee is called into the office to be given a verbal or written warning, suspension or discharge, a steward or chief steward will be present.

ARTICLE 10

Warnings Or Reprimands

10.01 Warnings or reprimands on an employee's record will be withdrawn after 2 years.

ARTICLE 11

Personnel File

11.01 Upon the written request within 3 working days, an employee will be given the opportunity to review their personnel file in the presence of the Human Resources Manager or designated supervisor and a union steward (at employee's request). Such opportunity for review will only be granted for sufficient reasons and only four times in a twelve month period.

ARTICLE 12

Negotiation Committee

12.01 The Company agrees to recognize a Negotiating committee of up to 6 people including the Business Agent and a minimum of 1 Office employee for the purpose of negotiating amendments to this collective agreement.

Time Spent In Negotiations

12.02 The privilege of the Negotiating Committee members to leave their work without loss of basic pay will be granted on the following conditions:

- (a) That such absence involves business between the Union and the Management.
- (b) The time shall be devoted to the prompt handling of necessary Union business.
- (c) The time away from productive work shall be reported in accordance with timekeeping methods of the department or departments in which the Negotiating Committee member is employed.
- (d) This article ceases to apply once a strike or lockout commences.

ARTICLE 13

Grievance Committee

13.01 That the employees and the Union shall appoint or otherwise select Grievance Committee consisting of three (3) employees, one of whom shall be a steward, chief steward and one executive of the local union.

13.02 That employees shall not be eligible to serve as Grievance Committee members until they have been in continuous employment with the Company for a period not less than six (6) months.

13.03 That the Company and the Grievance Committee will deal with all matters which properly arise from time to time during the term of this agreement, and which must be mutually resolved.

13.04 That the Union shall supply the Company with the names of the members of the Grievance committee, and shall inform the company promptly of any change that may occur in the personnel of the said committee.

ARTICLE 14

Grievance Procedure

14.01 That it is of the utmost importance to adjust complaints and grievances as quickly as possible, but no grievance shall be considered which usurps the function of management. A grievance shall not be considered by the Company if the circumstances involved occurred or originated more than ten (10) work days prior to its presentation.

14.02 That should an employee who has attained seniority believe they have been dealt with unjustly or should they or the Union contend that there has been a violation of the provisions of the Agreement on the part of the company, the employee shall have the right to have the contention (hereinafter referred to as "the grievance") investigated and adjusted in accordance with the Grievance Procedure. However, unless they have received prior approval from their supervisor, employees having complaints or grievances cannot discuss these with the stewards on company time except in the case of a discharged employee.

STEP 1

The grievance shall be presented verbally to the immediate supervisor by a steward, provided the employee who initiates the grievance has discussed same with the immediate supervisor and has been unable to resolve within a reasonable time. The immediate supervisor is to render a verbal decision within twenty-four (24) hours (excluding Saturday, Sunday and Statutory Holidays) of the receipt by the supervisor of the grievance. If the Union is not satisfied with the verbal decision, the grievance will be submitted in writing by the steward to the supervisor who, in turn, will render a decision in writing within

twenty-four (24) hours (excluding Saturday, Sunday and Statutory Holidays).

STEP 2

If the grievance is not settled under Step #1, it shall be delivered to the department head within forty-eight (48) hours of the company's written decision.

The steward, the chief steward and the grievor will meet with the department head within a further forty-eight (48) hours or at a later date, if mutually agreed upon, for the purpose of resolving the grievance. The department head shall give its written decision within three (3) days (excluding Saturday, Sunday and Statutory Holidays) after such meeting.

STEP 3

- (a)** Failing settlement at Step 2 the grievance shall be discussed within five (5) days at a meeting between the Grievance Committee and Plant Manager or Office Manager (or their designate).
- (b)** At any meeting with the company under Step 3 the Grievance Committee may have present any employee affected in the grievance and any duly accredited representative of the International Union.
- (c)** The company may have present at any such meeting with the Grievance Committee any employee affected in the grievance under consideration.
- (d)** In any case of a grievance involving suspension, discharge or layoff involving seniority, the employee or employees concerned may present such a grievance in writing through a steward to the Company. The said grievance must be presented within two (2) days (excluding Saturday, Sunday and statutory holidays) of notice of suspension, discharge or layoff; and shall be dealt with in a meeting between the Grievance committee and the company within four (4) days (excluding Saturday, Sunday and statutory holidays) of receipt of such grievance by the Company. The

Company shall give its written decision within five (5) days (excluding Saturday, Sunday and statutory holidays) after such meeting.

ARTICLE 15

Company And Union Grievances

15.01 That the Company or the Union may initiate a complaint or grievance with respect to interpretation and/or alleged violations of terms of this Agreement, and such complaints or grievances shall be subject to the Grievance Procedure as herein provided in the same manner and subject to the same limitations as a grievance of employees. company or Union grievances will commence at Step 2 of the Grievance Procedure and may follow all subsequent steps, including arbitration.

ARTICLE 16

Arbitration

16.01 That within five (5) days after receipt by the Company from the Grievance committee of a written demand for arbitration, the two parties shall meet and attempt to agree upon a single arbitrator. Should, after ten (10) working days (or an extended period agreed to by both parties), the parties fail in their attempt to agree on a single arbitrator the grievor party requests the Ministry of Labour to appoint a single arbitrator.

16.02 That no person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

16.03 That no matter which has not been carried properly through all previous steps of the Grievance Procedure may be submitted to arbitration.

16.04 That the arbitrator 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, nor to deal with any matter not covered by this agreement.

16.05 That the proceedings of arbitration will be expedited by the parties hereto and the decision of the arbitrator shall be final and binding upon the parties hereto.

16.06 That each of the parties hereto will jointly bear the expenses of the arbitrator, if any.

16.07 That at any stage of the Grievance Procedure including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses or relevant records, and all reasonable arrangements will be made to permit the conferring parties and the arbitrator to have access to the plant to view disputed operations and to confer with necessary witnesses.

16.08 The arbitrator shall be requested to give his award within a period of thirty (30) days after the close of the hearing.

ARTICLE 17

Seniority

17.01 That the employee shall accrue seniority from the date of their employment in the period in which they acquire seniority and in the event of there being a layoff, the senior in service shall have preference in employment, provided that they can do the work.

17.02 That an employee will be considered on probation and will not be placed on the seniority list until after they have worked sixty (60) days for the company. Seniority will then run from the first of the sixty (60) days service with the company.

17.03 A separate list of plant employees (Schedule "A") and office employees (Schedule "B") shall be posted every three (3) months and three (3) copies shall be given to the President of the local Union.

ARTICLE 18

Notice Of Layoff

18.01 In the case of layoff, the following notice will be given:

Up to 2 years service	2 days notice
2-4 years service	1 week's notice
4-7 years service	2 weeks notice
7 years service or more	2 weeks notice

In the event that the above notice is not given, employees will receive the appropriate pay in lieu thereof.

The Company will give a copy of the posted work schedule to the chief steward indicating those employees laid off for more than three (3) consecutive work days. Notice of layoff shall remain in effect until such time as the laid off employee returns to work for five (5) consecutive work days.

18.02 The first day of layoff will be the day **as** indicated on the last layoff notice received by the employee according to the above section.

18.03 Written notice will be given to all employees affected who have more than three years seniority. Layoff notice will include estimated recall date and time. Unless advised otherwise, employees will be expected to return to work at that date and time.

18.04 In the event an employee returns from sick leave after the schedule is posted, the most junior employee will be considered to be on layoff for the balance of the week.

ARTICLE 19

Recall

19.01 Employees with up to one (1) year's seniority will have recall rights up to **six** (6) months from date of layoff. Employees with one (1) or more years seniority will have recall up to two (2) years from date of layoff.

19.02 An employee who is notified by registered mail **to** return to work will notify the company of their intention to

return to work within three (3) working days from receipt of notice. Failure of an employee to return to work within a further three (3) working days, or such further period as may be agreed upon, shall be deemed voluntary termination of employment.

19.03 If time does not permit a registered letter, notice will be given by telephone. There will be three attempts made, once between 8:00 A.M. and 9:00 A.M., once between 11:00 A.M. and 3:00 P.M. and once between 7:00 P.M. and 9:00 P.M. A steward will be present during the 3rd telephone call.

Calls will be made to the last phone number shown on our personnel records. If the number has changed and the employee has not advised the Personnel Department in writing of this change, notice will be considered as given.

19.04 If an employee fails to return to work immediately upon notice of recall, the Company may fill the job with the most senior qualified employee on the same shift for the balance of the posted schedules, but not to exceed six (6) work days. Upon the return of the employee, they will perform the job of the original schedule.

ARTICLE 20

Posting Of Vacancies

20.01 That in the event of a vacancy, efficiency, ability, reliability and seniority shall be considered in that order in filling a vacancy.

20.02 When a vacancy occurs for a posted job, such vacancy shall be posted for six (6) days (excluding Saturday, Sunday and statutory holidays). Selection for the two (2) top jobs in each category shall be initially on a departmental basis with the exception of the Process Department; selection will be for the three (3) top jobs.

20.03 The Company will notify the employee as to the status of the posting not later than ten (10) working days after the posting period has expired.

20.04 A plant employee selected on this basis will be given an opportunity of fulfilling the duties of the new position during a reasonable training period of up to thirty (30) working days, except the Lead Hand which will be sixty (60) working days. If the employee fails to meet the requirements of the job at any time during their training period, he/she will be returned to their former job.

20.05 If the employee wishes to relinquish the position within 10 working days, he may do so and return to his former job.

20.06 Wage rates for new jobs that are created during the lifetime of this agreement **are** to be mutually agreed between Management and the Union.

20.07 An employee being trained for a plant posted job shall receive a rate of thirty (30 cents) per hour below the rate of the job for which they are being trained, or their current job rate whichever is greater. They shall remain at the training rate (or their current rate) until the expiry of the training period or until they are able to perform the posted job.

20.08 An employee being trained for a higher rated office job shall receive a rate equal to one-half (1/2) the differential between the employee's former job rate and the rate of the job for which they are being trained. Should they successfully perform all the job duties/responsibilities, they will receive full rate not later than six (6) months from the date they commenced work in that position.

20.09 A probationary employee being trained for an office posted job shall receive the minimum rate for the particular category of the posted job and will progress through to the maximum rate providing they successfully perform all the job duties/responsibilities based on the following:

Category 1 to 3 - 6 months

Category 4 and 5 - 9 months

Category 6 **and** 7 - 12 months

20.10 All members covered by this collective agreement who apply for a posted office job will be considered for the vacancy before any other candidate is hired.

20.11 The Union President will be given a copy of all job postings and be notified in writing of the successful bidder.

ARTICLE 21

Posting Of Temporary Vacancies

21.01

- 1.** In areas of Warehouse, Lab and Janitorial.
- 2.** Temporary positions are to cover vacations, leaves of absence and sickness only.
- 3.** The Company and the Union will evaluate the number of temporary positions needed in each department at the time of vacation approval.
- 4.** These positions will be posted and will not exceed one year in duration.
- 5.** An employee holding a posted job will not be eligible to apply for a temporary position.
- 6.** Full rate of pay will be paid for all hours worked in the temporary position.

ARTICLE 22

Bulletin Boards

22.01 That the Company will provide a bulletin board in the plant for the convenience of the employees in posting of Union activities. All such notices must be signed by the proper officer of the local union and submitted to the Personnel Department or its authorized representative for approval before being posted.

22.02 The Union agrees to maintain a filing cabinet on company premises (i.e., Manufacturing Office) and will have access to the cabinet during office hours. Only the following Union members will be issued keys and have access to the cabinet:

President
Vice-President
Chief Steward
Financial Secretary

The Union further agrees that the area around the cabinet will not be used for Union activity.

ARTICLE 23

Technological Changes

23.01 When technological changes are introduced or made, appropriate classifications and wage rates shall be matters for negotiations between the Company and the Union. If the parties fail to agree on such classifications and wage rates, the matters may be referred to arbitration by either party. Pending the arbitration decision, an employee may be awarded the new or revised position, any adjustment to the wage rate resulting from the arbitrator's decision will be made retroactive to the date the employee first assumed their new responsibilities. In no case will an employee's wage rate be reduced by reason solely of the application of this clause regardless of their classification. If the new classification carries a higher rate, employees will receive the new rate. If the new classification carries a lower rate, the employee's current rate at the time of change will remain at their personal rate and they will receive it until they accept another position, at which time the personal rate will permanently be discontinued.

23.02 In the event of new jobs being established, or where existing jobs may change significantly resulting in a new job description, the company will communicate these changes to the Union prior to implementing.

23.03 To advise the Union of planned job and method changes that will affect the employees covered by this contract.

23.04 That prior to any permanent demotion or permanent elimination of posted jobs, the company and the Grievance committee will meet to discuss the procedure to be followed.

ARTICLE 24

Plant Closure/Severance Pay

24.01 In the event of a full or partial closure, the Company agrees to meet with the Union promptly, but no less than three (3) months prior to the announced date of closure to discuss any alternative schemes to closure or strategies required to maintain employment.

In the event that closure cannot be avoided, the Company and the Union agree to meet to discuss in good faith the alternatives available (for example, early retirement/transfers, etc.). In the event that the parties are unable to reach an agreement on these alternatives, the minimum amount of severance provided will be as follows:

One and one-half (1.5) weeks of severance per year of service to a maximum of 36 weeks.

Continued participation in all applicable benefit plans up until such time as the end of the severance period or benefits coverage with an alternative employer, whichever comes first.

24.02 Employees terminated under the provisions of this article (Plant closure/Severance Pay) shall lose all seniority.

24.03 In order to qualify for the severance pay benefit, employees shall continue to work as long as required at this location.

24.04 This article does not apply if the plant closing is caused by an act of God.

ARTICLE 25

Hours, Wages And Working Conditions

25.01 That the attached Schedules "A" and "B" fully set out the hours, wages and other conditions under which the employees of the company covered by this agreement will work during the lifetime of this agreement.



ARTICLE 26

Termination And Amendments

26.01 The effective date of this Agreement shall be as of the 18th day of July, 1992 and shall remain in effect until the 17th day of July, 1995 and thereafter shall be automatically renewed ~~from~~ year to year unless in any year at not more than sixty (60) days and not less than thirty (30) days prior to the anniversary date of this Agreement, either party shall furnish the other notice by registered mail of the termination of or proposed revision or addition to any provisions thereof. In such event, any negotiation of such proposals, revisions or additions shall take place within thirty (30) days of such notice.

26.02 If the parties enter into negotiations for the purpose of amending this Agreement and agreement on the renewal of amendment on this Agreement is not reached prior to the normal termination date hereof, the term of this Agreement shall be automatically extended until consummation of a new agreement or completion of the conciliation proceedings prescribed under the Labour Relations Act of the province of Ontario, as amended.

IN WITNESS WHEREOF the parties have signed this agreement on the 8th day of January 1993

FOR THE COMPANY

FOR THE UNION

Hank Borsato

Dave Brown

Gene Clancy

Norm Turcotte

Grant Gilker

Julius Hoebink

Ken Jarvis

Gerry Doucette

Sharon Secord

Bill Ernest

SCHEDULE "A"
PLANT EMPLOYEES
ARTICLE 27

Hours Of Work

27.01 The hours of work per day and week shall be eight (8) hours per day, Monday to Friday, and forty (40) hours per week.

27.02 The shift starting times for the warehouse, processing and packaging operations will occur between the hours of 7:00 A.M. - 8:00 A.M., 3:00 P.M. - 5:00 P.M. and 10:00 P.M. -12:00 midnight. The necessary mechanics, line operators, laboratory and process personnel will be assigned their starting times as close as possible to the hours outlined above. The necessary line personnel and line supplier will start not later than 8:30 A.M.

27.03 The hours of work for the following week shall be posted each Thursday by 3:00 P.M. and shall not be altered by the employer or the employee without forty-eight (48) hours notice (excluding Saturdays, Sundays and statutory holidays) except for causes beyond the control of the Company or the employees concerned. Causes beyond Company control are defined as Acts of God and loss of utilities.

27.04 It is understood that where operations require it, the practice of the Company will be to schedule full shifts during the regular workweek Monday to Friday.

27.05 However, operations may not require employees to work Monday through Friday but may only require a lesser schedule with fewer days of work. In these circumstances, it is understood that when an employee is once scheduled in any workweek this same employee will be further scheduled for each day of the balance of that regular workweek, i.e. Tuesday to Friday, Wednesday to Friday, etc.

27.06 When an employee is scheduled by the Company to work the third shift the following week, the third shift will be the only shift they will be asked to work for a period of a minimum of five shifts (or if mutually agreed between the Company and the individual employee). This practice will not apply to employees working in the grape pressing operation.

ARTICLE 28

Reporting For Work

28.01 If work is cancelled without forty-eight (48) hours notice, the employees concerned shall receive four (4) hours of work or pay in lieu thereof.

28.02 If an employee's shift is changed for reasons other than causes beyond Company control, without forty-eight (48) hours notice, a premium of one dollar (\$1.00) per hour to a maximum of eight dollars (\$8.00) shall be paid for the first revised shift only.

28.03 If an employee fails to give forty-eight (48) hours notice that they will not be available as scheduled, the Company may fill the position with the most senior qualified employee on the same shift for the balance of the posted schedule, but not to exceed six (6) work days. Upon the return of the employee, they will perform the **job** of the original schedule.

28.04 For the purpose of absenteeism, an employee called in to replace a scheduled employee or their alternate will not be considered as a regularly scheduled employee and therefore there is no obligation on the part of the Company to provide work for the balance of the week as stated above. However, if the unscheduled employee is assigned other duties not related to the absenteeism, then that employee will be scheduled to work each day of the balance of that regular workweek.

28.05 When employees are called upon to work less than a full shift, the following procedure will apply:

a) SHIFT LESS THAN FOUR HOURS

As per contract, employees involved will be provided work for four hours or receive four hours of pay.

b) SHIFT FOUR TO SIX HOURS LONG

The employees affected may, upon request to their supervisor, elect to "bump" some less senior employee for the balance of the shift provided they can do the work without training.

c) After six hours, no bumping is permitted.

d) The Union acknowledges that in the case of overtime at the end of a shift, that the individual employee has the responsibility to complete their shift even though it may run past the normal length. To this end, they agree to use their influence on the individual.

ARTICLE 29

Call-In

29.01 Employees will be guaranteed four (4) hours work or four (4) hours pay in lieu thereof when reporting for work and an employee called in to work on a Saturday shall be paid a minimum of four (4) hours at time and one-half. Employees called in to work on Sunday or statutory holidays shall be paid for four (4) hours at double time. Exceptions to the above include the following situations:

- 1) Employee was given forty-eight (48) hours notice not to report to work.
- 2) Causes are beyond Company control.
- 3) Employees returning to work after an extended absence without notifying the Company by 1:00 P.M. of the previous working day.
- 4) Employee has not left the Company property.

29.02 Where an employee is asked to report to work on the day called and is not given sufficient notice to enable them to be present at the start of the shift, then such employee shall be deemed to have commenced work one

(1) hour before reporting, or at the time the shift began, whichever period is the lesser.

29.03 When an employee is called in outside of their regular shift because of an emergency, they shall be paid a minimum of four (4) hours at time and one-half and shall be free to leave the premises as soon as the emergency is overprovided, however, that should the employee be called back within the four (4) hours because of the same emergency, such time shall be counted as part of the first four (4) hours.

ARTICLE 30

Overtime Premium

30.01 Overtime at the rate of time and one-half the regular hourly rate will be paid for all hours worked in excess of the daily or weekly hours of work as outlined above, whichever is the greater.

30.02 One and one-half regular hourly rates shall be paid for all hours worked on a Saturday.

30.03 Double hourly rate shall be paid for all hours worked on a Sunday or **Statutory** Holiday.

30.04 Double time will be paid for all hours worked in excess of eleven (11) continuous hours, or for more than eleven (11) hours per day.

30.05

- 1.** All overtime worked in all departments will be charged.
- 2.** Employees given forty-eight (48) hours notice of overtime and declined to work will be charged for all hours scheduled.
- 3.** Employees not given forty-eight (48) hours notice and cannot work will not be charged.
- 4.** Any scheduled weekend overtime will be offered to employees based on seniority and starting with the employee with the lowest accumulated hours.

5. Forty-eight (48) hours is not later than Thursday noon, except for employees working the 3rd shift (based upon Sunday night start-up) which will be 11:00 p.m. Wednesday.

30.06 The Union recognizes the need to work overtime on packaging lines from time to time. The Union will encourage employees to make themselves available when required. Whenever and as soon as possible, employees will advise their supervisor of their inability to work the overtime requirement. Employees will be advised by the supervisor when overtime is required.

ARTICLE 31

Shift Premium

31.01 Effective July 18, 1992, shift premium for the afternoon shift will be fifty-five cents (55¢) per hour and for the evening shift seventy cents (70¢) per hour.

31.02 An afternoon shift is any shift starting at 12:00 Noon or later. A night shift is any shift starting at 8:00 P.M. or later.

31.03 There will be a shift premium at one-half times the basic hourly rate for any hours of a day shift worked before 7:00 A.M.

ARTICLE 32

Washup Time

32.01 Each employee will be granted a five (5) minute washup time at lunch time and at the end of each shift.

ARTICLE 33

Maintenance Of Pay On Transfer

33.01 Employees who are temporarily transferred for the convenience of the Company to do a job carrying a lower wage rate shall, for the duration of such temporary transfer, continue to receive their regular rate of pay, regardless of the rate for the job to which they are so transferred.

33.02 Employees who are temporarily transferred for the convenience of the Company to a job carrying a higher wage rate shall, for the duration of such temporary transfer, receive the rate for the job to which they are so transferred, but the rate for the job from which they were transferred shall continue to be their regular rate.

ARTICLE 34

Statutory Holidays

34.01 In addition to their regular wages for actual hours worked, each employee shall receive eight (8) hours pay for each of the following holidays and four (4) hours pay for half days.

34.02 New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day or Remembrance Day, the day before Christmas, Christmas Day, **Boxing** Day, and the day before New Year's.

34.03 In addition to the above, each employee who is required to work on these statutory holidays shall be paid at the rate of two (2) times their basic rate.

34.04 If an employee is being paid sick benefits on a statutory holiday, the Company agrees to pay the difference between sick benefits pay and the regular eight (8) hours earnings for that day.

34.05 If a statutory holiday falls during the three (3) day waiting period, the Company agrees to pay the employee the full eight (8) hours pay for that day when a medical proof of illness is submitted.

34.06 In the case of an employee on leave of absence, the employee must work either their scheduled day before or their scheduled day after the statutory holiday to be paid for the statutory holiday.

34.07 All employees shall receive pay for the above mentioned holidays if they work their scheduled day before and their scheduled day following the statutory holiday and

one of these days must fall in the period of the week before and/or after the statutory holiday.

34.08 Providing the employee has worked one shift in the month of December, they shall be entitled to pay for the five (5) above mentioned Christmas/New Year's statutory holidays.

34.09 Statutory holiday pay shall be calculated at the highest straight time rate earned in the week prior to the statutory holiday provided that a minimum of eight (8) hours has been worked at the higher rate.

34.10 The following dates will be taken as recognized statutory holidays:

See separate sheet (Statutory Holiday Calendar)

ARTICLE 35

Vacation Schedule

35.01 See separate sheet for schedule.

35.02 One week's pay shall be considered as forty (40) hours of pay. One week's vacation shall be according to the normal work schedule.

35.03 Total earnings referred to above is defined as total earnings for the previous year and will include overtime, statutory holidays pay and vacation pay.

35.04 Employees who have less than a total of 1,500 hours worked as of December 31st in any year will be paid according to the percentage as outlined above. The calculation of hours worked shall include credit for time lost that is paid by Workers' Compensation or Sickness Insurance.

35.05 Vacations have been earned and are due as of the first (1st) of January of any year and may be taken any time after that date as arranged between the employee and the Company.

STATUTORY HOLIDAY CALENDAR 1992 - 1995

	1992	1993	1994	1995
1. New Year's Day		Friday, Jan. 1	See Schedule	See Schedule
2. Good Friday		Friday, April 9	Friday, April 1	To Se Advised
3. Easter Monday		Monday, April 11	Monday, April 4	To Be Advised
4. Victoria Day		Monday, May 24	Monday, May 23	Monday, May 22
5. Dominion (Canada) Day		Friday, July 2	Friday, July 1	Monday, July 3
6. Civic Holiday	Monday, Aug. 3	Monday, Aug. 2	Monday, Aug. 1	
7. Labour Day	Monday, Sept. 7	Monday, Sept. 6	Monday, Sept. 5	
8. Thanksgiving *	Monday, Oct. 12	Monday, Oct. 11	Monday, Oct. 10	
9. Remembrance Day*	Monday, Nov. 9	Friday, Nov. 12	Friday, Nov. 11	
10. Day Before Christmas	Thursday, Dec. 24	See Schedule	See Schedule	
11. Christmas Day	Friday, Dec. 25	See Schedule	See Schedule	
12. Boxing Day	Monday, Dec. 28 (Lieu Day)	See Schedule	See Schedule	
13. Day Before New Year's	Thursday, Dec. 31	See Schedule	See Schedule	

* *Thanksgiving or Remembrance Day - only one is to be taken as agreed by the company and the union.*

1993 - CHRISTMAS STATUTORY HOLIDAYS (X-CLOSED)

1993 MANUFACTURING (PLANT)

Fri., Dec. 24	Mon., Dec. 27 Lieu Day for Dec. 25	Tues., Dec. 28 Lieu Day for Dec. 26	Wed., Dec. 29	Thurs., Dec. 30	Fri., Dec. 31	Mon., Jan. 3/94
X	X	X			X	X

1993 SHIPPING AND OFFICE

Fri., Dec. 24	Mon., Dec. 27 Lieu Day for Dec. 25	Tues., Dec. 28 Lieu Day for Dec. 26	Wed., Dec. 29	Thurs., Dec. 30	Fri., Dec. 31	Mon., Jan. 3/94
X	X	X			X	X

1994 - CHRISTMAS STATUTORY HOLIDAYS (X-CLOSED)

1994 MANUFACTURING (PLANT)

Mon., Dec. 26	Tues., Dec. 27 Lieu Day for Dec. 25	Wed., Dec. 28 Lieu Day for Dec. 24	Thurs. Dec. 29 Lieu Day for Dec. 31	Fri., Dec. 30 Lieu Day for Jan. 1
X	X	X	X	X

1994 SHIPPING AND OFFICE

Fri., Dec. 23 Lieu Day for Dec. 24	Mon., Dec. 26	Tues., Dec. 27 Lieu Day for Dec. 25	Wed., Dec. 28	Thurs., Dec. 29	Fri., Dec. 30 Lieu Day for Dec. 31	Mon., Jan. 2/95 Lieu Day for Jan. 1
X	X	X			X	X

VACATION SCHEDULE

Commencing in 1991, each employee shall receive vacation pay and privileges as follows:

TERM OF SERVICE

Less than two years

More than two years but less than five years as of the individual employee's anniversary date, in any year.

Five years or more but less than ten years as of the individual employee's anniversary date, in any year.

Ten years or more but less than nineteen years as of the individual employee's anniversary date, in any year.

Nineteen years or more but less than thirty years as of the individual employee's anniversary date, in any year.

Thirty years or more as of the individual employee's anniversary date, in any year.

CONSIDERATION

Vacation allowance in accordance with the laws of the province of Ontario applicable thereto.

Two weeks vacation with two weeks pay or 4% of total earnings whichever is greater.

Three weeks vacation with three weeks pay or 6% of total earnings whichever is greater.

Four weeks vacation with four weeks pay or 8% of total earnings whichever is greater.

Five weeks vacation with five weeks pay or 10% of total earnings whichever is greater.

Six weeks vacation with **six** weeks pay or 12% of total earnings whichever is greater.

35.06 The employee vacation schedule will be posted each year from March 1st to April 1st during which time employees shall indicate the period desired. The Company will approve the vacation schedule by April 15th after which time it shall be considered to be in effect. Those employees who fail to indicate the period desired for vacation shall have their vacation assigned at Company discretion.

35.07 Prior to going on vacation, employees will be given a form by their supervisor which will indicate their starting shift upon their return from vacation.

35.08 Employees whose vacations are approved as outlined on the Schedule will have to take their vacation as indicated unless mutually agreed between the Company and the Union.

ARTICLE 36

Leave Of Absence

Leave of absence will be granted to an employee at the Company's discretion.

36.01 If an employee leaves the Bargaining Unit to become a supervisor with the Company or to take a position with the Union, they may, after a period of up to one (1) year, return to the Bargaining Unit without loss of seniority and shall be given the same or a similar position to the one that they left.

A Company supervisor, who has previously been a member of the Bargaining Unit, for reasons of health, may return to the Bargaining Unit at any time with no loss of Company seniority and will be given the same or similar position to the one which they left. However, their departmental seniority shall recommence at the same point as when they left the Bargaining Unit.

36.02 With adequate notice, a leave of absence with maintenance of seniority will be granted for a period of two (2) years to one (1) employee accepting a full time position with the Union. Such leave of absence shall be subject to

renewal upon mutual agreement of the Company and the Union.

36.03 In the event that an employee, who is on a leave of absence wishes to return to the Bargaining Unit, written notice of this intention shall be given to the Company at least three (3) months prior to expiration of the leave of absence.

36.04 If an employee leaves the Bargaining Unit to take up a position with the Union, the Company shall not be responsible for any payments to group insurance, medical, hospital, pension or any other plans to which the Company contributed on their behalf during the time they were absent.

When such employee returns to the Bargaining Unit, the Company will immediately recommence payment of all applicable benefit plan premiums and such employee shall not be required to submit to any waiting periods.

36.05 Leave of absence for the purpose of attending Union schools, conventions or conferences shall be granted upon written request of the Local Union subject to the following conditions:

- 1.** Not more than two (2) employees at any given time and not more than one (1) employee from any one (1) department.
- 2.** Requests for leave of absence be given at least one (1) week prior to commencement of such leave of absence.
- 3.** Such leave of absence not to exceed forty (40) work days in total, in any given year.
- 4.** Such leave of absence shall not unreasonably affect the operations of the Company.

36.06 Temporary leave of absence shall be granted whenever possible to Union Officers to attend Union meetings provided a written request is submitted to the Company at least one (1) week prior to such meetings.

36.07 Leave of absence for one (1) day up to a total of five (5) days per year shall be granted whenever possible for personal reasons provided a written request is submitted to the Company at least one (1) week prior to the posting of the work schedule for the week in which such leave is requested.

36.08 Leave of absence for personal reasons in excess of one (1) day shall be granted whenever possible provided a written request stating the reasons is submitted to the Company at least one (1) week prior to commencement of such leave of absence.

36.09 All leaves of absence shall be without pay.

ARTICLE 37

Jury Duty

An employee serving as a juror or crown witness will be paid the difference between fees received, less any mileage or meal allowance and their base rate of pay.

ARTICLE 38

Pregnancy Leave

38.01 The Company may, upon request, grant a female employee leave of absence of not more than six (6) months (at the employee's discretion this leave may be taken three (3) months before the estimated date of birth and three (3) months after or two (2) months before estimated date of birth and four (4) months after, or one (1) month before the estimated date of birth and five (5) months after) providing the employee has attained or would have attained had she continued to work, twelve (12) months seniority at the time of birth. When an employee wishes to work during the period of pregnancy, a medical certificate may be requested by the Company.

Under no circumstances will pregnancy, parental or adoption leave be less than as provided for under Government legislation.

38.02 Any additional leave of absence will be mutually agreed upon.

ARTICLE 39

Compassionate Leave

39.01 Compassionate leave for four (4) working days with four (4) days pay at the regular rate shall be granted an employee in the case of death in the immediate family, such as son, daughter, wife or common-law wife, husband or common-law husband, mother, father, sister, brother, father-in-law, mother-in-law, or grandchildren.

39.02 Compassionate leave for two (2) working days with two (2) days pay at the regular rate shall be given an employee in the case of death of brother-in-law, sister-in-law, grandmother, grandfather, grandmother-in-law, or grandfather-in-law.

39.03 Such leave must be arranged within seven (7) days of the time of the death not including the day of the death.

39.04 If death occurs during an employee's scheduled vacation, normal return to work **date** will be extended by two (2) or four (4) days as outlined above.

ARTICLE 40

Pay Period

40.01 During weeks in which no statutory holidays occur, payday will be Wednesday for the afternoon and night shifts and Thursday for the day shift.

40.02 During weeks in which statutory holidays occur, payday will be Thursday for afternoon and night shifts and Friday for the day shift.

ARTICLE 41

Lunch Period

41.01 A thirty (30) minute paid lunch period shall be given to any employee working a second or third shift.

41.02 A thirty (30) minute paid lunch period shall be given to any employee working the day shift of a twenty-four (24) hour operation.

41.03 The timing of the lunch period will be fifteen minutes on either side of the lunch time period (e.g., middle of the shift) except where special circumstances dictate otherwise. In this case, all those involved will be informed.

41.04 Company products will be provided as available to the lunchroom.

ARTICLE 42

Rest Period

42.01 Employees shall be granted two fifteen (15) minute paid rest periods per shift. The timing of these rest periods will be within fifteen minutes (either side) of the normal start time (e.g., middle of the first half and the middle of the second half of their shift). In special circumstances which alter this arrangement, all of those employees affected will be informed.

42.02 An employee working nine (9) hours or more shall be granted an additional fifteen (15) minute rest period. The timing is to be at the eighth (8th) hour if one (1) hour or more overtime is to be worked.

ARTICLE 43

Safety Shoes And Tool Allowance

43.01 Employees required to wear safety shoes as directed by the Company will, effective January 1, 1993, be given seventy dollars (\$70.00) and effective January 1, 1994 be given seventy-five dollars (\$75.00) per year upon presentation of receipt for the purchase of Company approved safety shoes.

43.02 Effective January 1, 1991, tool allowance for mechanics is one hundred and twenty dollars (\$120.00) and line operators seventy-five dollars (\$75.00).

43.03 The Company will supply all hourly rated employees with uniforms. The uniforms will be laundered at the expense of the Company and shall remain Company property.

43.04 Where required, shop coats and cooler coats shall be supplied by the Company and kept repaired and laundered.

43.05 The Company agrees to reimburse an employee for tools lost through a legitimate theft. The onus will be on the employee to ensure that the tool box is locked when unattended. Forced entry must be shown before reimbursement will be made.

ARTICLE 44

Safety And Health

44.01 The Company will make reasonable provisions for the safety and health of its employees during the hours of their employment. Such protective devices as the Company requires to be worn and other equipment which, in the opinion of the Company is necessary to protect the employees from injury, shall be provided by the Company. The Union may make recommendations concerning protective devices for the Company's consideration.

44.02 The Union recognizes that employees must properly use the protective devices provided and the Union also recognizes its responsibility in ensuring employee co-operation in this regard.

44.03 The Company will undertake to provide adequate ventilation throughout the plant.

44.04 The plant joint health and safety committee shall consist of four (4) Union members elected by the Union, one (1) from each department, and no more than four (4) members of management, and the office joint health and safety committee shall consist of one (1) Union member elected by the Union and one (1) member of management.

44.05 The Safety Committee's objective is to assist in maintaining a safe workplace by participating in identifying unsafe conditions and unsafe acts and developing a high level of safety consciousness among employees. In order to accomplish these objectives, the committee will review accident statistics and appropriate individual accident investigation reports, consider

problems with respect to unsafe conditions and unsafe acts, examine possible training requirements and safety meeting agenda. Minutes of the meetings will be posted on the appropriate bulletin boards in the plant.

44.06 All members of the Safety Committee shall be provided with an appropriate means of identification to enable all employees to recognize them.

44.07 Upon a recommendation from the Safety Committee, meetings with employees may be held to convey any message prepared by the Safety Committee.

ARTICLE 45

Department Safety Inspection

45.01 Regular safety inspections (not to exceed one per month) will be conducted jointly by a Supervisor and the appropriate Safety Committee member, the result of which shall be forwarded to the Safety Committee and Safety Coordinator.

ARTICLE 46

Hazard Improvement

46.01 The Company will provide any information requested by the Safety Committee regarding hazardous chemicals (as defined by the Act) used in the plant.

ARTICLE 47

New Employees

47.01 A Company safety handbook will be provided to all new employees. Their Supervisor will ensure that safety items are reviewed with new employees when they report for work.

ARTICLE 48

Joint Training

48.01 Safety training is also needed to ensure that supervisors and members of the Safety Committee know and understand their rules with respect to safety. Joint

training sessions may be held as recommended by the Safety Committee and approved by the Company.

ARTICLE 49

FIRST AID TRAINING

49.01 The Company will continue to encourage employees to take first aid training.

ARTICLE 50

OUTSIDE TRAINING

50.01 The Company may select safety seminars as needed to which it will send members of the Safety Committee. Suggestion for such seminars will be put forward by the Safety Committee. Employees attending such seminars will do so without **loss** of basic pay.

ARTICLE 51

JOB RELATED COURSES

51.01 Upon successful completion of Company approved, job related courses, the Company agrees to pay to the employee the registration fee and required books for that course.

Written approval must be obtained in advance.

ARTICLE 52

PAYCHEQUES

52.01 The paycheque stubs will show the rate of pay the beginning of each year and whenever there is a change of the rate of pay to any particular employee.

ARTICLE 53

CONTRACTING OUT

53.01 The Company shall advise the Union President when outside contractors are to work in the plant. All work requiring overtime, except that work assigned to outside contractors, shall be performed by the available and qualified Company employee(s).

ARTICLE 54

Industrial Mechanics Training Program

54.01 An Industrial Mechanic (Millwright) training program will be introduced effective July 18, 1980.

Rates will be those listed on Ontario Regulation 685-79 or the present rate of the employee going into the program whichever is greater. Normal rate changes will apply in both cases.

To qualify, the applicant must meet Company and Government standards.

A person involved in this program must pass each level to remain in the program and to move to the next highest wage level.

ARTICLE 55

Sickness Insurance

55.01 After sixty (60) days of service with the Company, each employee shall be covered by the Company's group insurance policy with the full cost borne by the Company. The plan is a 1/4/52 plan and shall provide for a weekly indemnity at 66 2/3% of the employee's earnings, based on best four (4) week average of previous twelve (12) weeks average straight time earnings, with a minimum of sixty dollars (\$60.00) per week.

55.02 In the event of an illness of over fourteen (14) calendar days, the waiting period of three (3) days will be waived provided the employee sees the doctor within three (3) days.

55.03 After the normal two (2) week processing period, the Company agrees to advance indemnity entitlement on a weekly basis to the employee provided medical proof of illness has been submitted.

55.04 When an employee is drawing sick and accident pay or compensation up to fifty-two (52) weeks, they may submit to the Company an amount of money equal to not more than five percent (5%) of forty (40) hours earnings to

be paid into the Company Pension Plan along with an equal amount of money from the Company.

ARTICLE 56

Life Insurance

56.01 Effective July 18, 1990, basic life insurance will increase to twenty-five thousand (\$25,000) and to include A.D.& D.. clause with the full cost borne by the Company.

56.02 Upon normal retirement, or early retirement with the consent of the Company, the Company agrees to provide the employee, effective July 18, 1990, with a six thousand dollar (\$6,000) paid up life insurance policy with the cost borne by the Company.

ARTICLE 57

Major Medical

57.01 After sixty (60) days service with the Company, each employee shall be covered by the Company's major medical plan including prescription drugs, the cost of which shall be borne by the Company.

Effective January 1, 1985, the Major Medical Plan will change to Green Shield Drug Plan #7 with a thirty-five cent (35 cent) deductible.

ARTICLE 58

Provision For Eye Glasses Or Contact Lenses

58.01 Upon presentation of a prescription and receipt for eye glasses or contact lenses from a qualified optometrist or ophthalmologist, the plan will pay, effective July 18, 1989, up to a maximum amount of one hundred and twenty dollars (\$120.00) and effective January 1, 1993 up to a maximum amount of one hundred and fifty dollars (\$150.00) in any two year period.

This benefit is available to each eligible employee and their spouse and/or dependents as covered under the present Major Medical Plan.

Insurance premiums are to be paid one hundred percent (100%) by the Company.

ARTICLE 59

O.H.I.P.

59.01 The Company agrees to pay the full cost of Ontario Health Insurance Plan including the Green Shield Semi-Private Supplemental Plan.

ARTICLE 60

Medical Certificate Fees

60.01 If the Company requests a doctor's certificate after an absence due to sickness or accident, the Company will pay the full cost of such a certificate upon proof of payment to the doctor.

ARTICLE 61

Benefit Premiums

61.01 In the case of an employee not being able to work due to illness or disability the Company will continue to pay benefit premiums for a maximum of fifty-two (52) weeks provided such premiums are not payable by another agency.

61.02 In case of layoff for employees with less than one year's seniority, the Company will pay premiums up to three months from the day of layoff. Employees with more than one year's seniority will be provided with six (6) months coverage from date of layoff.

ARTICLE 62

Pension Plan

62.01 The pension plan that the Company instituted in 1961 will continue on the same contributory basis, namely, five percent (5%) of the participating employees wages to forty (40) hours per week matched by a like amount of five percent (5%) contributed by the Company.

62.02 A supplementary benefit (payable at retirement) for each year of participation in Pension Plan 970N will be provided with the full cost borne by the Company as follows:

62.03 Two dollars (\$2.00) per month for each year of participation up to June 30, 1980; three dollars (\$3.00) per month for each year of participation from July 1, 1980 to June 30, 1981; four dollars (\$4.00) per month for each year of participation from July 1, 1981 to June 30, 1984; five dollars (\$5.00) per month for each year of participation from July 1, 1984 to June 30, 1987; six dollars (\$6.00) per month for each year of participation from July 1, 1987 to June 30, 1993; eight dollars (\$8.00) per month for each year of participation from July 1, 1993 to June 30, 1994 and ten dollars (\$10.00) per month for each year of participation from July 1, 1994.

62.04 To be eligible an employee must be eighteen (18) years of age and have had two (2) years service with the Company.

62.05 For pension earned before January 1, 1987, fifty percent (50%) of the Company's portion shall vest after the employee is three (3) years in the plan with total vesting after eight (8) years in the plan. For pension earned after December 31, 1986 total vesting shall occur after two (2) years of membership in the plan.

62.06 In the event of the death of an employee prior to retirement, the employee's beneficiary shall receive all the employee's as well as the Company's contribution plus interest (whether vested or not).

62.07 The maximum annual amount of regular retirement annuity (including any annuity arising from any previous pension plan of the employee) to be provided under the plan for any employee covered hereunder, shall not exceed the maximum as currently or hereafter specified in accordance with any law, rule or regulation of the Department of National Revenue.

62.08 The Company will maintain O.H.I.P. coverage and drug plan coverage up to age sixty-five (65) for employees electing early retirement.

62.09 Early Retirement Allowance of \$350.00 per month and effective July 18, 1994 \$400.00 per month from age

60 up to age 65. In order to qualify for this payment, employees must have a minimum of ten (10) years service with the Company (early retirement option).

62.10 Effective immediately, it will be compulsory for new employees to join the pension plan when eligible as stated in the Collective Labour Agreement.

ARTICLE 63

Long Term Disability

63.01 A long term disability plan will be provided which, after fifty-two (52) weeks of disability, will pay the employee sixty percent (60%) of gross income to, effective July 18, 1988, a maximum of two thousand dollars (\$2,000) per month, both including Canada Pension Plan benefits. To be eligible, an employee must be eighteen (18) years of age and have two (2) years of service with the Company. The cost of this benefit plan will be borne by the Company.

63.02 Employees who qualify for long term disability will be provided with Company paid O.H.I.P. and Semi-Private Hospital Room, Dental and Major Medical Plan Benefits and Supplementary Pension Benefits as outlined in Clause 62.02.

ARTICLE 64

Dental Plan

64.01 The Company will pay one hundred percent (100%) of the cost of the Blue Cross Dental Plan No. 7 and Blue Cross Rider No. 1. Effective July 18, 1987, full denture coverage of a 50/50 Company/Insurance basis for all qualifying employees and their dependents.

64.02

Effective July 18, 1990, the Company will provide Blue Cross Rider #3 Orthodontics (children) coverage on a 50/50 Company/Insurance basis to a maximum of \$1,500.00.

WAGE RATES

Department	July 18, 1992	July 18, 1993	July 18, 1994
Maintenance			
Lead Hand	19.23	19.71	20.30
1st Class	18.59	19.05	19.62
2nd Class	17.94	18.39	18.94
Helper	16.97	17.39	17.91
Processing			
Lead Hand	18.01	18.46	19.01
1st Class	17.35	17.78	18.31
2nd Class	16.71	17.13	17.64
3rd Class	16.11	16.51	17.01
4th Class	15.80	16.20	16.69
Shipping			
Lead Hand	18.01	18.46	19.01
Receiver and Stock	17.33	17.76	18.29
Senior Checker	17.12	17.55	18.08
Checker & Lift Truck Operator	16.60	17.02	17.53
Spare Lift Truck Operator	15.86	16.26	16.75
Laboratory			
Lead Hand	18.08	18.53	19.09
1st Class	17.45	17.89	18.43
2nd Class	16.69	17.11	17.62
Packaging			
Lead Hand	18.01	18.46	19.01
1st Class	17.35	17.78	18.31
2nd Class	16.71	17.13	17.64
3rd Class	16.28	16.69	17.19
Janitor	16.28	16.69	17.19
Sanitation	16.28	16.69	17.19
Berry Dumping	16.11	16.51	17.01
Repack Group Leader	16.11	16.51	17.01
General Labour	15.55	15.94	16.42

Probationary employees will be paid thirty cents (30 cents) per hour below the appropriate rates.

Job descriptions to be given to the Union each year on the contract anniversary date.

JOB CATEGORIES

General Labour Position

Group I

Filler Operator
Seamer Operator
Capper Operator
Labeller Operator
Filler Capper Operator
Filler Seamer Operator
No. 1 and No. 2 Sauce Line Cooks
Vacuum Pan Operator
Pasteurizing Kettles Operator
Pectin Tank

Group 2

Case Packer Spreads/Can Line
Carton Making Hand and Machine
Inspection and Dud Detectors
Pasteurizer Discharge
Hand Dumping Empty Containers Jam/Jelly
Hand Packing
Miscellaneous Packing and Repacking of Finished
Product and Reworking

Group3

Packaging
3rd Class Process Helper (cleanup)
Cleanup on Lines
Depalletizer Juice Line
Hand Stacking and Depalletizing (Rotation Can, Sauce
and Frozen)
Hand Palletizing and Repalletizer
Spread Cookroom Helper
Sauce Cookroom Helper

Employees will be considered to be working in the above group unless they have indicated otherwise by signing the sheet in the Line Managers' Office.

Employees will be required to perform all jobs in the group.

ALI SCHEDULE

- 1.** Employees are assigned by seniority to Groups 1, 2 and 3, Group 1 being the senior employees. On the first scheduled day of the week, employees are assigned jobs, by seniority, within the Group. On jobs that operated on the first scheduled day but not on subsequent days, the employees will be assigned jobs within the Group, or move out of the Group because of their seniority.
- 2.** Employees within Groups 1 and 2, working on the same line and shift, may as mutually agreed between the employees and the Company, rotate between jobs within their Group. Such rotation must take into account the ability of the employees and safety.
- 3.** In Group 3, hand stacking and depalletizing the Juice Line will be assigned to lowest seniority general labourers, within the shift. The remaining jobs in Group 3 will be scheduled on a daily rotation basis, within the department and the shift.
- 4.** Employees in the General Labour category, who are not capable of performing the job functions in Group 3 Packaging, may sign out of Group 3 work in Packaging.
- 5.** When an employee elects to sign out of a Group and there is no other work available in their classification, the employee will be considered to be on a voluntary layoff.
- 6.** In the event that an employee is scheduled to replace an employee who has opted out of Group 3 work, that employee shall be given the opportunity to work the remainder of the week. The employee who signed out of the work shall be on voluntary layoff for the remainder of the week, unless otherwise required.
- 7.** In the event that an employee is called in on any given day of the week to perform the work in which a senior employee elected not to perform, that employee will work the remainder of the week. The senior employee who signed out will be considered to be on voluntary layoff for that week, unless otherwise required.

July 1990

SCHEDULE "B"
OFFICE EMPLOYEES

ARTICLE 1

Hours Of Work

1.01 The hours of work per day and week shall be seven (7) hours per day, Monday to Friday, and thirty-five (35) hours per week.

ARTICLE 2

Lunch Period

2.01 There will be a one (1) hour unpaid lunch period.

ARTICLE 3

Rest Period

3.01 Employees shall be granted a fifteen (15) minute paid rest period in the morning and afternoon. These rest periods will be staggered by the Company in such a manner as to maintain maximum service and efficiency in all departments.

3.02 An employee working eight (8) hours or more shall be granted an additional fifteen (15) minute rest period. The timing is to be at the seventh (7th) hour if one (1) hour or more overtime is worked.

ARTICLE 4

Call-in

4.01 Employees will be guaranteed three and one-half (3 1/2) hours work or three and one-half (3 1/2) hours pay in lieu thereof when reporting for work and an employee called in to work on a Saturday shall be paid a minimum of three and one-half (3 1/2) hours at time and one-half. Employees called in to work on Sunday or statutory holidays shall be paid three and one-half (3 1/2) hours at double time. Exceptions to the above include the following situations:

- 1.** Employee was given forty-eight (48) hours notice not to report to work.

2. Causes are beyond Company control.
3. Employees returning to work after an extended absence without notifying the Company by 1:00 P.M. of the previous working day.
4. Employee has not left the Company property.
5. When an employee is called in outside of their regular shift because of an emergency, they shall be paid a minimum of three and one-half hours (3 1/2) at time and one-half and shall be free to leave the premises as soon as the emergency is over provided, however, that should the employee be called back within the three and one-half (3 1/2) hours because of the same emergency, such time shall be counted as part of the first three and one-half (3 1/2) hours.

ARTICLE 5

Overtime Premium

5.01 Overtime at the rate of time and one-half the regular hourly rate will be paid for all hours worked in excess of the daily or weekly hours of work as outlined above, whichever is the greater.

5.02 Overtime will be distributed as evenly as possible. Overtime at the rate of two (2) times the regular hourly rate will be paid for all hours worked in excess of ten (10) hours in any one day and for work performed on Sunday.

ARTICLE 6

Shift Premium

6.01 Effective July 18, 1992, shift premium for the afternoon shift will be fifty-five cents (55¢) per hour and for the evening shift seventy cents (70¢) per hour.

6.02 An afternoon shift is any shift starting at 12:00 Noon or later. A night shift is any shift starting at 8:00 P.M. or later.

6.03 There will be a shift premium at one-half times the basic hourly rate for any hours of a day shift worked before 7:00 A.M.

ARTICLE 7

Maintenance Of Pay On Transfer

7.01 Employees who are temporarily transferred for the convenience of the Company to do a job carrying a lower wage rate shall, for the duration of such temporary transfer, continue to receive their regular rate of pay, regardless of the rate for the job to which they are so transferred.

7.02 Employees who are temporarily transferred for the convenience of the Company to a job carrying a higher wage rate shall, for the duration of such temporary transfer, receive the rate for the job to which they are so transferred, but the rate for the job from which they were transferred shall continue to be their regular rate.

ARTICLE 8

Statutory Holidays

8.01 In addition to their regular wages for actual hours worked, each employee shall receive seven (7) hours pay for each of the following days and three and one-half (3 1/2) hours pay for half days.

8.02 New Year's, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day or Remembrance Day, the day before Christmas, Christmas Day, Boxing Day, and the day before New Year's.

8.03 In addition to the above, each employee who is required to work on these statutory holidays shall be paid at the rate of two (2) times their basic rate.

8.04 If an employee is being paid sick benefits on a statutory holiday, the Company agrees to pay the difference between sick benefits pay and the regular seven (7) hours earnings for that day.

8.05 If a statutory holiday falls during the three (3) days waiting period, the Company agrees to pay the employee the full seven (7) hours pay for that day when a medical proof of illness is submitted.

8.06 In the case of **an** employee on leave of absence, the employee must work either their scheduled day before or their scheduled day after the statutory holiday to be paid for the statutory holiday.

8.07 All employees shall receive pay **for** the above mentioned holidays if they work their scheduled day before and their scheduled day following the statutory holiday and one of these days must fall in the period of the week before and/or after the statutory holiday.

8.08 Providing the employee has worked one shift in the month of December, they shall be entitled to pay for the five **(5)** above mentioned Christmas/New Year's statutory holidays.

8.09 Statutory holiday pay shall be calculated at the highest straight time rate earned in the week prior to the statutory holiday provided that a minimum of seven **(7)** hours has been worked at the higher rate.

The following **dates** will be taken as **the** recognized statutory holidays:

See Statutory Holiday Calendar.

STATUTORY HOLIDAY CALENDAR 1992 - 1995

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	1992	1993	1994	1995
1. New Year's Day		Friday, Jan. 1	See Schedule	See Schedule
2. Good Friday		Friday, April 9	Friday, April 1	To Be Advised
3. Easter Monday		Monday, April 11	Monday, April 4	To Be Advised
4. Victoria Day		Monday, May 24	Monday, May 23	Monday, May 22
5. Dominion (Canada) Day		Friday, July 2	Friday, July 1	Monday, July 3
6. Civic Holiday	Monday, Aug. 3	Monday, Aug. 2	Monday, Aug. 1	
7. Labour Day	Monday, Sept. 7	Monday, Sept. 6	Monday, Sept. 5	
8. Thanksgiving *	Monday, Oct. 12	Monday, Oct. 11	Monday, Oct. 10	
9. Remembrance Day*	Monday, Nov. 9	Friday, Nov. 12	Friday, Nov. 11	
10. Day Before Christmas	Thursday, Dec. 24	See Schedule	See Schedule	
11. Christmas Day	Friday, Dec. 25	See Schedule	See Schedule	
12. Boxing Day	Monday, Dec. 28 (Lieu Day)	See Schedule	See Schedule	
13. Day Before New Year's	Thursday, Dec. 31	See Schedule	See Schedule	

* *Thanksgiving or Remembrance Day - only one is to be taken as agreed by the company and the union.*

1993 - CHRISTMAS STATUTORY HOLIDAYS (X-CLOSED)

1993 MANUFACTURING (PLANT)

Fri., Dec. 24	Mon., Dec. 27 Lieu for Dec. 25	Tues., Dec. 28 Lieu Day for Dec. 26	Wed., Dec. 29	Thurs., Dec. 30	Fri., Dec. 31	Mon., Jan. 3/94
X	X	X			X	X

1993 SHIPPING AND OFFICE

Fri., Dec. 24	Mon., Dec. 27 Lieu Day for Dec. 25	Tues., Dec. 28 Lieu Day for Dec. 26	Wed., Dec. 29	Thurs., Dec. 30	Fri., Dec. 31	Mon., Jan. 3/94
X	X	X			X	X

1994 - CHRISTMAS STATUTORY HOLIDAYS (X-CLOSED)

1994 MANUFACTURING (PLANT)

Mon, Dec 26	Tues, Dec 27 Lieu Day for Dec. 25	Wed, Dec 28 Lieu Day for Dec. 24	Thurs Dec 29 Lieu Day for Dec. 31	Fri, Dec 30 Lieu Day for Jan. 1
X	X	X	X	X

1994 SHIPPING AND OFFICE

Fri, Dec 23 Lieu Day for Dec. 24	Mon, Dec 26	Tues, Dec 27 Lieu Day for Dec. 25	Wed, Dec 28	Thurs, Dec 29	Fri, Dec 30 Lieu Day for Dec. 31	Mon, Jan 2/95 Lieu Day for Jan. 1
X	X	X			X	X

ARTICLE 9

Vacation Schedule

See separate sheet for schedule.

9.01 One week's pay shall be considered as thirty-five (35) hours of pay. One week's vacation shall be according to the normal work schedule.

9.02 Total earnings referred to above is defined as total earnings for the previous year and will include overtime, statutory holiday pay and vacation pay.

9.03 Employees who have less than a total of 1,300 hours worked as of December 31st in any year will be paid according to the percentage as outlined above. The calculation of hours worked shall include credit for time lost that is paid by Worker's Compensation or Sickness Insurance.

9.04 Vacations have been earned and are due as of the first (1st) of January of any year and may be taken any time after that date as arranged between the employee and the Company.

9.05 The employee vacation schedule will be posted each year from March 1st to April 1st during which time employees shall indicate the period desired. The Company will approve the vacation schedule by April 15th after which time it shall be considered to be in effect. Those employees who fail to indicate the period desired for vacation shall have their vacation assigned at Company discretion.

ARTICLE 10

Leave Of Absence

10.01 Leave of absence without pay, to a maximum total of five (5) days per year may be taken by any employee provided one (1) week's notice is given to the Company by the employee.

10.02 Any additional leave of absence will be granted to an employee at the Company's discretion.

VACATION SCHEDULE

Commencing in 1991, each employee shall receive vacation pay and privileges as follows:

TERM OF SERVICE

Less than two years

More than two years but less than five years as of the individual employee's anniversary date, in any year.

Five years or more but less than ten years as of the individual employee's anniversary date, in any year.

Ten years or more but less than nineteen years as of the individual employee's anniversary date, in any year.

Nineteen years or more but less than thirty years as of the individual employee's anniversary date, in any year.

Thirty years or more as of the individual employee's anniversary date, in any year.

CONSIDERATION

Vacation allowance in accordance with the laws of the province of Ontario applicable thereto.

Two weeks vacation with two weeks pay or 4% of total earnings whichever is greater.

Three weeks vacation with three weeks pay or 6% of total earnings whichever is greater.

Four weeks vacation with four weeks pay or 8% of total earnings whichever is greater.

Five weeks vacation with five weeks pay or 10% of total earnings whichever is greater.

Six weeks vacation with six weeks pay or 12% of total earnings whichever is greater.

ARTICLE 11

Pregnancy Leave

11.01 The Company may, upon request, grant a female employee leave of absence of not more than six (6) months (at the employee's discretion this leave may be taken three (3) months before the estimated date of birth and three (3) months after or two (2) months before estimated date of birth and four (4) months after, or one (1) month before the estimated date of birth and five (5) months after) providing the employee has attained or would have attained had she continue to work, twelve (12) months seniority at the time of birth. When an employee wishes to work during the period of pregnancy, a medical certificate may be requested by the Company.

Under no circumstances will pregnancy, parental or adoption leave be less than as provided for under Government legislation.

11.02 Any additional leave of absence will be mutually agreed upon.

ARTICLE 12

Compassionate Leave

12.01 Compassionate leave for four (4) working days with four (4) days pay at the regular rate shall be granted an employee in the case of death in the immediate family, such as son, daughter, wife or common-law wife, husband or common-law husband, mother, father, sister, brother, father-in-law, mother-in-law, or grandchildren.

12.02 Compassionate leave for two (2) working days with two (2) days pay at the regular rate shall be given an employee in the case of death of brother-in-law, sister-in-law, grandmother, grandfather, grandmother-in-law, or grandfather-in-law.

12.03 Such leave must be arranged within seven (7) days of the time of the death not including the day of the death.

12.04 If the death occurs during an employee's scheduled vacation, normal return to work date will be extended by two (2) or four (4) days as outlined above.

ARTICLE 13

Jury Duty

13.01 An employee serving as a juror or crown witness will be paid the difference between fees received, less any mileage or meal allowance and their base rate of pay.

ARTICLE 14

Sickness Insurance

14.01 After sixty (60) days of service with the Company in a twelve (12) month period, each employee shall be covered by the Company's group insurance policy with the full cost borne by the Company. The plan is a 1/4/52 plan and shall provide for a weekly indemnity at 66-2/3% of the employee's earnings, based on best four (4) week average of previous twelve (12) weeks average straight time earnings, with a minimum of sixty dollars (\$60.00) per week.

14.02 (a) In the event of an illness of over fourteen (14) calendar days, the waiting period of three (3) days will be waived provided the employee sees the doctor within three (3) days.

14.03 (b) After the normal two (2) week processing period, the Company agrees to advance indemnity entitlement on a weekly basis to the employee provided medical proof of illness has been submitted.

14.04 (c) When an employee is drawing sick and accident pay or compensation up to fifty-two (52) weeks, they may submit to the Company an amount of money equal to not more than five percent (5%) of forty (40) hours earnings to be paid into the Company Pension Plan along with an equal amount of money from the Company.

14.05 (d) The Company further agrees to supplement the above plan by crediting each new employee with two (2) weeks sick benefit on attaining regular status with the

Company and an additional two (2) weeks on each anniversary date to a maximum of twenty-six (26) weeks. This sick benefit will be paid at the employee's regular rate and will only be paid for absence due to sickness. In the case of sickness, an employee should immediately notify their supervisor and for extended sickness it will be necessary to present medical evidence of the disability. Medical certificate may be requested after 5 days in a calendar year. In the event medical evidence is not provided upon request, no payment will be made under this clause. At the year end, the Company agrees to advise each employee of their sick leave status.

ARTICLE 15

Life Insurance

15.01 Effective July 18, 1990, basic life insurance will increase to twenty-five thousand (\$25,000) and to include A.D.& D. clause with the full cost borne by the Company.

15.02 Upon normal retirement, or early retirement with the consent of the Company, the Company agrees to provide the employee, effective July 18, 1990 with a six thousand (\$6,000) paid up life insurance policy with the cost borne by the Company.

ARTICLE 16

Major Medical

16.01 After sixty (60) days service with the Company, each employee shall be covered by the Company's major medical plan including prescription drugs, the cost of which shall be borne by the Company.

16.02 Effective January 1, 1985 the Major Medical Plan will change to Green Shield Drug Plan No. 7 with a thirty-five cent (35 cent) deductible.

ARTICLE 17

Provision Of Eye Glasses Or Contact Lenses

17.01 Upon presentation of a prescription and receipt for eye glasses or contact lenses from a qualified optometrist

or ophthalmologist, the plan will pay, effective July 18, 1989, up to a maximum amount of one hundred and twenty dollars (\$120.00) and effective January 1, 1993 up to a maximum amount of one hundred and fifty dollars (\$150.00) in any two year period.

This benefit is available to each eligible employee and their spouse and/or dependents as covered under the present Major Medical Plan.

Insurance premiums are to be paid one hundred percent (100%) by the Company.

ARTICLE 18

O.H.I.P.

18.01 The Company agrees to pay the full cost of Ontario Health Insurance Plan including the Green Shield Semi-Private Supplemental Plan.

ARTICLE 19

Medical Certificate Fees

19.01 If the Company requests a doctor's certificate after an absence due to sickness or accident, the Company will pay the full cost of such a certificate upon proof of payment to the doctor.

ARTICLE 20

Benefit Premiums

20.01 In the case of an employee not being able to work due to illness or disability, the Company will continue to pay benefit premiums for a maximum of fifty-two (52) weeks provided such premiums are not payable by another agency.

20.02 In case of layoff for employees with less than 1 year's seniority, the Company will pay premium up to 3 months from the day of layoff. Employees with more than 1 year's seniority will be provided with **six (6)** months coverage from date of layoff.

ARTICLE 21

Pension Plan

21.01 The pension plan that the Company instituted in 1961 will continue on the same contributory basis, namely, five percent (5%) of the participating employees wages to thirty-five (35) hours per week matched by a like amount of five percent (5%) contributed by the Company.

21.02 A supplementary benefit (payable at retirement) for each year of participation in Pension Plan 970N will be provided with the full cost borne by the Company as follows:

21.03 Two dollars (\$2.00) per month for each year of participation up to June 30, 1980; three dollars (\$3.00) per month for each year of participation from July 1, 1980 to June 30, 1981; four dollars (\$4.00) per month for each year of participation from July 1, 1981 to June 30, 1984; five dollars (\$5.00) per month for each year of participation from July 1, 1984 to June 30, 1987; six dollars (\$6.00) per month for each year of participation from July 1, 1987 to June 30, 1993; eight dollars (\$8.00) per month for each year of participation from July 1, 1993 to June 30, 1994 and ten dollars (\$10.00) per month for each year of participation from July 1, 1994.

21.04 To be eligible, an employee must be eighteen (18) years of age and have had two (2) years service with the Company.

21.05 For pension earned before January 1, 1987, fifty percent (50%) of the Company's portion shall vest after the employee is three (3) years in the plan with total vesting after eight (8) years in the plan. For pension earned after December 31, 1986, total vesting shall occur after two (2) years of membership in the plan.

21.06 In the event of the death of an employee prior to retirement, the employee's beneficiary shall receive all the employee's as well as the Company's contribution plus interest (whether vested or not).

21.07 The maximum annual amount of regular retirement annuity (including any annuity arising from any previous pension plan of the employee) to be provided under the plan for any employee covered hereunder, shall not exceed the maximum as currently or hereafter specified in accordance with any law, rule or regulation of the Department of National Revenue.

21.08 The Company will maintain O.H.I.P. coverage and drug plan coverage up to age sixty-five (65) for employees electing early retirement.

21.09 Early Retirement Allowance of \$350.00 per month and effective July 18, 1994 \$400.00 per month from age 60 up to age 65. In order to qualify for this payment employees must have a minimum of ten (10) years service with the Company (early retirement option).

21.10 Effective immediately, it will be compulsory for new employees to join the pension plan when eligible as stated in the Collective Labour Agreement.

ARTICLE 22

Long Term Disability

22.01 A long term disability plan will be provided which, after fifty-two (52) weeks of disability, will pay the employee sixty percent (60%) of gross income to, effective July 18, 1983, a maximum of two thousand dollars (\$2,000) per month, both including Canada Pension Plan benefits. To be eligible, an employee must be eighteen (18) years of age and have two (2) years of service with the Company. The cost of this benefit plan will be borne by the Company.

22.02

Employees who qualify for long term disability will be provided with Company paid O.H.I.P. and Semi-Private Hospital Room, Dental and Major Medical Plan Benefits and Supplementary Pension Benefits as outlined in Clause 21.01.

ARTICLE 23

Dental Plan

23.01 The Company will pay one hundred percent (100%) of the cost of the Blue Cross Dental Plan No. 7 and Blue Cross Rider No. 1. Effective July 18, 1987, full denture coverage on a 50/50 Company/Insurance basis for all qualifying employees and their dependents.

23.02 Effective July 18, 1990, the Company will provide Blue Cross Rider No. 3 orthodontics (children) coverage on a 50/50 Company/Insurance basis to a maximum of \$1,500.00.

ARTICLE 24

Job Related Courses

24.01 Upon successful completion of Company approved, job related courses, the Company agrees to pay to the employee the registration fee and required books for that course.

Written approval must be obtained in advance.

ARTICLE 25

Membership Fees

25.01 Full time permanent office employees requested and authorized by the Company to join a professional organization related to their job will be reimbursed the full amount of the membership fees provided proper receipts are submitted and the employee maintains their "good standing" in the organization or association.

SCHEDULE OF SALARIES

Effective July 18, 1992

Job descriptions to be given to the Union each year on the contract anniversary date.

MIN./WEEK	JULY 18, 1992	JULY 18, 1993	JULY 18, 1994
Category			
1	482.51	494.57	509.41
2	497.79	510.23	525.54
3	514.93	527.80	543.63
4	522.18	535.23	551.29
5	539.52	553.01	569.60
6	560.27	574.28	591.51
7	581.57	596.11	613.99
MAX./WEEK			
Category			
1	525.18	538.31	554.46
2	544.17	557.77	574.50
3	563.35	577.43	594.75
4	571.64	585.93	603.51
5	592.01	606.81	625.01
6	615.16	630.54	649.46
7	639.84	655.84	675.52

CATEGORY	TITLE
1	General Office Clerk
2	Switchboard/Receptionist Freight Payment Clerk
3	Material Control Clerk/Stenographer Account Payable Clerk/Stenographer
A	Inventory Accounting Clerk Customer Account Administrators Order Desk Purchasing Clerk/Stenographer Inventory Clerk Information Services Clerk
5	Material Control Analyst Payroll Administrator Senior Customer Account Administrator Traffic Clerk/Stenographer Marketing Control Analyst
6	Finished Goods Control Analyst Senior Accounting Clerk Purchasing Expeditor
7	Production Planning Clerk

Local Union 550A,
United Food and Commercial Workers
International Union,
A.F.L., C.I.O., C. L. C.,
1129 **Main** Street East,
Hamilton, Ontario.
L8M 1P2.

Gentlemen:

Re: Employees at Niagara Regional Warehouse

This will confirm our understanding reached during these present negotiations with regard to the above matter.

Those employees of the Company working at the Niagara Regional Warehouse, or its alternate, shall continue their present functions and in the same capacity handling finished products, excepting packing and raw materials sent to the warehouse on behalf of the Company. The Company will make every effort to store packing or raw materials at the present warehouse.

Should changes to any of the above existing situations occur, the Company agrees to advise the Union **as** soon as possible.

Yours truly,

Ken Jarvis,
Plant Manager.

July 15, 1980.

Local Union 550A,
United Food and Commercial Workers
International Union,
A.F.L., C.I.O., C.L.C.,
1129 Main Street East,
Hamilton, Ontario.
L8M 1P2.

Gentlemen:

This is to confirm to you our policy regarding posting of "Lift Truck Operator" positions.

Our policy in the future will be to keep the required number of full time drivers on our payroll as well as one spare operator. When there is a vacancy in the full time staff, the spare driver will take the full time position.

This being the case, there will, in future, be no posting for lift truck operators but instead, when there is a need for a spare driver, this job will be posted and the person filling the position will be training to meet all the qualifications of a full time driver. This spare driver must have the first opportunity to work in the Shipping and/or Receiving Department. If no work is available in the Shipping and/or Receiving Department, they will perform any other work in the plant on a steady day shift. They will not stack cases on the end of the line at any time, providing their seniority is greater than other labourers scheduled on that shift.

July 18, 1986.

Local Union 550A,
United Food and Commercial Workers
International Union,
A.F.L., C. I. O., C. L. C.,
1129 Main Street East,
Hamilton, Ontario.
L8M 1P2.

Gentlemen:

Re: V.D.T. Screens

This letter will confirm the Company's intent to monitor the effects of V.D.T. screens on personnel and will, where possible, continue to adopt proven safety measures.

Yours truly,

Gene Clancy,
Controller.

August 12, 1988.

Mr. Julius Hoebink,
United Food and Commercial Workers,
Local Union 550A,
A.F.L., C.I.O., C.L.C.,
1129 Main Street East,
Hamilton, Ontario,
L8M 1P2.

Re: Office Summer Hours

Dear Julius:

This letter will confirm the Company's intention to continue with summer hours for the office staff provided the level of service will be maintained in each department.

Beginning in 1989, the summer hour program will be from May 15th to September 22nd. Also, beginning in 1989, the hours will be as follows:

Monday - Thursday 8:00 A.M. - 12:00 Noon
12:45 P.M. - 4:30 P.M.

Friday 8:00 A.M. - 12:00 Noon

Where there is a statutory holiday, Friday hours will be 8:00 A.M. to 12:45 P.M. If the holiday falls on a Friday, the office will revert to regular hours for that week.

Yours truly,

Gene Clancy,
Controller.

LETTER OF INTENT

July 1990

CURRENT PRACTICE - PAID LUNCH PERIODS (DAYS)

Current practice includes payment for the following positions on a 3 shift operation:

- a) Equal number of Lab Technicians and Mechanics on days as there are on midnights.
- b) Processing Lead Hands, 1st Class, 2nd Class 3rd and 4th Class Processing.
- c) Helpers on 3 shift tank bottom processing **and** cranberry pressing.
- d) **Only** General Labourers who are on a **(3)** three shift paste pumping operation.

FOR THE UNION

Dave Brown

Norm Turcotte

Julius Hoebink

Gerry Doucette

Sharon Secord

Bill Ernest

FOR THE COMPANY

Hank Borsato

Gene Clancy

Grant Gilker

Ken Jarvis

LET OF INTENT

July 1990

GRAPE PRESSING

1. The Company will notify the Union two weeks before the start of pressing season.
2. The Company will notify the Union of the amount of people required for pressing season and classifications.
3. The Company will notify the Union of the approximate length and different shifts.
4. Employees selected for pressing will be by seniority in their classifications if the employee so desires.
5. Employees who are off sick during the pressing season will only be replaced while sick. The Company will require a medical certificate.
6. Overtime accumulated during pressing season will not be calculated in the weekly overtime in the plant.
7. After returning from pressing season back in the production area, employees will be credited with all hours of overtime worked during pressing season in the production area.
8. During pressing season, the Maintenance and Lab Depts. will be scheduled the same as normal operations.
9. This procedure will be reviewed at the end of the 1990 pressing season.

FOR THE UNION

Dave Brown
Norm Turcotte
Julius Hoebink
Gerry Doucette
Sharon Secord
Bill Ernest

FOR THE COMPANY

Ken Jarvis
Hank Borsato
Grant Gilker
Gene Clancy

LETTER OF INTENT

July 1990

As agreed during our recent negotiations, the Union and the Company have agreed to develop a procedure for the introduction of a weekly midnight shift (which will start on Sunday night and end on Friday morning). The actual details will be worked out by September 1, 1990.

FOR THE UNION

FOR THE COMPANY

Dave Brown

Ken Jarvis

Norm Turcotte

Hank Borsato

Julius Hoebink

Grant Gilker

Gerry Doucette

Gene Clancy

Sharon Secord

Bill Ernest

SUNDAY NIGHT STARTUP

PROCESSING, MAINTENANCE, LABORATORY

The hours of work per day and week, shall be eight (8) hours per day Mon. to Fri., and forty (40) hours per week.

The Monday shift in Process, Maintenance and Lab will begin 11:00 P.M. Sunday night.

Overtime at the rate of time and one-half the regular hourly rate will be paid for all hours worked in excess of the daily or weekly hours of work as outlined above whichever is greater.

One and one-half regular hourly rate shall be paid for all hours worked after Friday night 11:00 P.M. until Saturday night 11:00 P.M.

Double hourly rate shall be paid for all hours worked Saturday night 11:00 P.M. until Sunday night 11:00 P.M.

Double hourly rate shall be paid for any employee working his or her seventh shift.

FOR THE UNION

Dave Brown

Norm Turcotte

Julius Hoebink

Gerry Doucette

Sharon Second

Bill Ernest

FOR THE COMPANY

Ken Jarvis

Gene Clancy

Hank Borsato

Grant Gilker

LET OF UNDERSTANDING

July 1990.

Local Union 550A,
United Food and Commercial Workers
International Union,
A.F.L., C.I.O., C.L.C.,
1129 Main Street East,
Hamilton, Ontario.
L8M 1P2.

Attention: Mr. Julius Hoebink

Re: Summer 1991 Plant Vacation Shutdown

We are planning a two (2) week Summer Plant Vacation Shutdown in 1991. After reviewing extensively the effects of a summer shutdown, we were able to determine positive effects from a plant production requirement as well as from an employee's viewpoint.

Some of the positive effects are as follows:

Plant:

1. Better manpower availability when the plant is in operation during the summer period.
2. The ability to sanitize the complete plant.
3. The utilization of Preventive Maintenance Programs during the plant shutdown.

Employees:

1. Employees with a two (2) week vacation entitlement will have the opportunity for vacation during the prime summer period.
2. Everyone has experienced that the plant is very hot and humid during the planned vacation period.
3. The months of July and August have always been exceptional months for summer cottage bookings.
4. Everyone will have the opportunity early in the year to schedule the vacation time such as trips, cottages or other arrangements.

VACATION SCHEDULING PROCEDURE

1. Each employee who has qualified under the Vacation Entitlement requirements of the Collective Labour Agreement will be entitled to two (2) consecutive weeks vacation commencing Monday, July 29, 1991.
2. Third, fourth, fifth and sixth weeks of vacation will be scheduled throughout the balance of the year on a seniority basis so as to maintain normal production requirements.
3. Employees who so desire, may apply to take their entire vacation at one time.
4. Vacation scheduling lists will be posted each year from March 1st to April 1st during which time the employees will indicate the time desired. The Company will approve the vacation schedule by April 15th for the next 12 month after which time, it will be considered to be in effect. Those employees who fail to indicate the period desired for vacation shall have their vacation assigned at the Company's discretion.
5. In the Maintenance Department, two (2) employees per week will be allowed vacation time during the Plant Vacation Shutdown with the balance of the employees required to work. The remaining employees will be entitled to a two (2) week consecutive vacation period between June 15th and September 15th. Where feasible, three employees may be scheduled on vacation at any one time.
6. The two (2) week Plant Vacation Shutdown will not apply to the Shipping Department which will be required for shipping requirements. These employees will be scheduled vacation as per past practice.
7. In January 1991, the Company will endeavour to determine (based on ability and seniority) and based upon requirements (special projects), etc. the number of employees (skeleton crew) required for the two (2) week shutdown.

8. **This** program is not applicable to salaried employees (Office).
9. Employees with only two (2) weeks entitlement may be granted, under special circumstances, two (2) weeks leave of absence, i.e. wedding.

The above trial procedure will be reviewed by the Company and Union at the end of the Summer 1991 to determine the feasibility of continuing the program.

Yours truly,

Ken Jarvis,
Plant Manager.

