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EFE.	910206		
TERM.	931231		
No. OF EMPLOYEES	60		
NOMBRE D'EMPLOYÉS	60		

COLLECTIVE AGREEMENT

BETWEEN: **AULT FOODS LIMITED** (hereinafter referred to as the "Company")

AND

MILK & BREAD DRIVERS, DAIRY EMPLOYEES, CATERERS AND ALLIED EMPLOYEES, LOCAL UNION NO. 647 AFFILIATED WITH THE **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA** (hereinafter referred to as the "Union")

CONTRACT TERM: JAN. 1, 1991 TO DEC. 31, 1993

LONDON **BATHURST**
COLLECTIVE AGREEMENT

MAY - 8 1991

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AND

MILK & BREAD DRIVERS, DAIRY EMPLOYEES, CATERERS AND
ALLIED EMPLOYEES, LOCAL UNION NO. **647** AFFILIATED
WITH THE INTERNATIONAL BROTHERHOOD **OF** TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA
(hereinafter referred to as the "**Union**")

WITNESSETH

It is the desire *of* the parties to this Agreement to establish, promote and foster a good relationship that will be enduring and of mutual benefit to both the Union and the Company.

It is the essence of this Agreement that there shall be a **maximum** of cooperation and of help from the Employees of the Company to obtain all possible business and expand the operation of the Company and the parties thereto pledge their full support and cooperation in this regard.

LONDON **BATHURST**
COLLECTIVE AGREEMENT

ARTICLE 1 - RECOGNITION

- 1.01** The Company agrees to **recognize the Milk** and Bread Drivers, Dairy Employees, Caterers and Allied Employees, **Local** Union No. **647**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, as the sole collective bargaining agent for all Employees of the Company employed in or about its **Bathurst** Street location in the City of London, who come within the bargaining unit, except Engineers, Office Staff, Supervisors and those above these ranks.

ARTICLE 2 - UNION SECURITY

- 2.01** All Employees covered by this Agreement must become and remain members of the Union, in good standing, during the life of this Agreement as a condition of employment.
- 2.02** **The Company further agrees to inform all new Employees who** are covered by this Agreement that full Union membership is a condition of employment after sixty (**60**) calendar days have elapsed from the date of hiring. The Company undertakes to inform the Steward whenever a new Employee is hired by a written statement within seven (**7**) days after hiring.

- 2.03 New Employees shall be liable to pay the full amount of Union dues (excluding initiation fees) for the week in which they are hired. In the sixty (60) day period following their hiring, the Company will deduct the appropriate amounts from their wages and remit same in accordance with the provisions of Article 3 thereof as if they were regular Employees. After sixty (60) days have elapsed from the respective dates of hiring, all Employees must, as a condition of employment, become members of the Union in accordance with the provisions of the Union Constitution and Bylaws. In the case of every Employee, the Company agrees to deduct from his first regular pay following the sixtieth (60th) calendar day from the date of hiring, the full initiation fee then in force, and to remit same to the Union within seven (7) days of deduction.
- 2.04 The Union and/or the Employees covered by this Agreement will not engage in Union activities during working hours or hold meetings at any time on premises of the Company without the permission of the District Manager.

ARTICLE 3 - CHECKOFFS

- 3.01 The Company will deduct each week from the pay of each Employee an amount specified by the Union, equivalent to Union dues and assessments owing by each Employee for Union purposes. The total of such deductions shall be remitted to the Secretary-Treasurer of the Union not later than the 20th day of each month. The Union shall notify the Company, in writing, as to the prevailing rate of Union dues and assessments.

- 3.02 In the event an Employee is on vacation at the time of the regular dues deduction, such deduction shall be made from the Employee's vacation pay.
- 3.03 If an Employee is off work through sickness at the time of the regular dues deduction, his dues shall be deducted in accordance with the Union constitution and by laws.
- 3.04 It, is understood that payroll deductions for the Silverwood Employees' (London) Credit Union Limited will be in accordance with arrangements made between the Company and the Credit Union.

ARTICLE 4 - STEWARDS

- 4.01 There shall be two stewards. An alternate steward is to be provided for each steward to act in the absence of such steward and the **Company** is to be advised in writing of the alternate **steward**.
- 4.02 The employees shall elect a Plant Chairperson or he shall be elected by the Executive Board and the Company **will recognize** a Plant Chairperson when notified in writing by the Union.
- 4.03 The Stewards shall be elected **by** the Union members in the plant concerned and shall be employed in the plant of which he is to be steward.

- 4.04 In view of the important Union offices held by the Plant Chairperson and Stewards, it is **recognized** that they have a responsibility to **uphold consistent** observance of the provisions of this Agreement and to report any infractions **to Management for prompt and appropriate action,**
- 4.05 There shall be no discrimination against, or criticism **of,** the Stewards for Union activities, provided they function in accordance with the appropriate provisions of this Agreement.
- 4.06 The Stewards shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Stewards shall report to the Business Agent of the Union any violation of the Agreement. The Steward shall be considered the senior Employee in the departmental group in which he is employed in the event of layoff only.
- 4.07 The Company will **recognize** the Stewards and will inform **them of all layoffs, discharges and personnel changes in** the bargaining unit. This information shall be considered confidential.
- 4.08 **The Company shall entertain no grievance involving an** alleged breach of any provision of this Agreement until the complaining party has given a written statement of such complaint to the Steward or Business Agent.

- 4.09 Stewards shall be allowed reasonable time .to service grievances, provided the Steward concerned has secured **authorization from his** Supervisor before leaving his work. The Company will arrange meetings for discussion with Management, as far as possible, before the end of a working day of the Steward concerned. Such meetings, dealing with grievance matters, shall be with the Plant Chairperson and the Steward involved.
- 4.10 Union notices shall be posted on the bulletin boards supplied for that purpose by the Company, provided that such notices apply only to Union business and that they are placed on the boards only by **authorized** Union representatives. A copy of the Union notices shall be given to the District Manager and a copy of Company bulletins pertaining to Union members shall be given to the Plant Chairperson or Steward.
- 4.11 Representatives of the Union **shall** be **allowed** access to the Company premises for the purpose of contacting Stewards or investigating any matters pertaining to the provisions of this Agreement, upon securing **authorization** to do so from the District Manager or appropriate Departmental Manager.
- 4.12 When a Steward is brought in by Management for consultation and the time involved is beyond his normal work day, he shall be compensated for the accumulation of such hours outside his normal work day by being given equivalent time off 'after the normal vacation period.

- 4.13 The Plant Chairperson will be allowed time off, without pay, to attend Union meetings scheduled during his regular working hours.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 The parties to this agreement are agreed it is of the utmost importance to adjust complaints and grievances as quickly as possible. An Employee shall have the right, in company with the appropriate Steward, to discuss a written grievance involving **any** controversy, misunderstanding or dispute with his immediate superior. This meeting shall be held within five (5) working days of the time of the alleged grievance and the immediate superior shall give his answer ~~within forty-eight (48)~~ hours.
- 5.02 If the reply is not satisfactory, a meeting shall be held ~~by the appropriate steward, the Plant Chairperson and the~~ Employee with the department head within forty-eight (48) hours and the department head shall give his answer, in writing, within forty-eight (48) hours.
- 5.03 If the reply is still not satisfactory, a meeting of the appropriate Steward, Plant Chairperson, Employee (**Grievor**) and the Business Agent with the District Manager shall be arranged **within** forty-eight (48) hours. The District Manager shall give his answer in writing within **forty-eight (48)** hours.

- 5.04 If the grievance remains unsettled, it shall be referred to a sole arbitrator.
- 5.05 Within five **(5)** days after the final discussion between the Union and the District Manager the party desiring arbitration shall notify the other party, in writing, of a list of **acceptable arbitrators**. The recipient of the notice shall, within five **(5)** days, advise the other party of acceptable arbitrator(s). Should the Company and the Union fail to agree on a sole arbitrator, the party desiring arbitration shall apply to the Minister of Labour for the Province of Ontario, for the appointment of an arbitrator.
- 5.06 No person may be appointed as arbitrator **who has** been directly involved in attempts to negotiate or settle the grievance.
- 5.07 The arbitrator shall not have the right to alter or change any provisions of this Agreement or substitute any new provisions in lieu thereof, or to give any decisions inconsistent with the terms and provisions of this Agreement. The decision **of the** arbitrator shall be final and binding on both parties.
- 5.08 Each of the parties will share equally the fees and expenses of the arbitrator.

5.09 In addition to the grievance procedure described above, the Union shall have the right to present a grievance with regard .to any dispute over the interpretation of the Agreement or the manner in which it is being observed which is applicable to a group of Employees, or which could not be lodged within the five (5) full working days stated above. Such grievance shall be presented as soon as possible, but in any case, not later than six (6) months from the date of the alleged grievance. If the grievance remains unsettled, it may be referred to arbitration.

5.10 The Company shall have the right to present a grievance at any meeting held with the Stewards with regard to the conduct of **representatives of the Union or Stewards**. If the grievance remains unsettled, it maybe referred to arbitration.

ARTICLE 6 - RULES APPLYING TO TERMINATIONS OF EMPLOYMENT

6.01 The Company shall have the right to discharge or dismiss any Employee for good cause, upon giving one (1) week's notice or one (1) week's pay in lieu of notice; however, in addition, the Company shall have the right to summary dismissal or discharge of Employees upon any of the following grounds or similar serious causes:

a) stealing and dishonesty;

- b) drinking while on duty or being under the influence of liquor or drugs while on duty;
- c) direct refusal to obey orders given by the proper party, unless such orders **jeopardize** the life, health or safety of the Employee.

In the event of the discharge of a permanent Employee, the Company will notify the Union in writing within twenty-four (24) hours of such discharge.

- 6.02 Each Employee -who **desires** to **terminate his employment** must give the Company one week's notice.
- 6.03 In the event of an Employee leaving the employment of **the** Company, **he shall be** furnished with a reference if requested and his work has been satisfactory.
- 6.04 An Employee's service shall cease if he is absent for more than, two working days without obtaining a leave of absence, but the Company will give reasonable consideration to the circumstances.

ARTICLE 7 - SENIORITY

- 7.01 All employees other than summer employees, shall become permanent **after sixty (60) calendar days of full-time** employment. Days off for **recognized** illness, Workers' Compensation, or layoff **shall** be deducted from the

accumulation of days. Names of new permanent Employees will be placed on the seniority list of the seniority group in which they are working. in accordance with the date of their employment.

7.02 The Company will compile, revise and post a seniority list, for each seniority group, on the bulletin board every six **(6)** months.

7.03 There shall be two **(2)** seniority groups for the purpose of differentiation in the matter of seniority:

Group 1 - Plant and Distribution

Group 2 - Maintenance and Garage

7.04 Discharge or resignation of any Employee shall **constitute** a break in service and his seniority shall start anew on **re-employment.**

7.05 In the event of sickness of, or accident to, a permanent Employee, or in the event of sickness or accident in a permanent Employee's immediate family, or because of other extenuating circumstances 'of a compassionate nature, necessitating time off, leave of absence with the agreement of the Company and the Union may be granted for a period up to six **(6)** months, without loss of seniority. Where definite proof is given of extreme necessity, this leave of absence may be extended if the Company and Union agree, but such extension will be reviewed at the request

of the Company or the Union, **and, in** any event, not later than at the end of three (3) months. No Employee shall be given **leave** of absence for the purpose of ~~entering~~ other employment, 'except full time employment with Union Local No. 647 as outlined in clause 7.12 of this Article. An Employee's service shall cease if he fails to report for work at the end of a leave of absence.

- 7.06 Where an Employee has been transferred or promoted, to another Branch of the Company, or to a position outside the bargaining unit, and it then becomes necessary to transfer him back to his previous seniority group, his seniority within the seniority group shall be maintained, providing such transfer is made within a period of one (1) year. If prior to the expiration of one (1) year, the Employee is transferred back to the bargaining unit, he shall fill any available vacancy in the department in which he had been employed at the time of his transfer out, or, if there is no such vacancy available, he shall replace' any probationary or summer Employee in the department concerned, The returning Employee shall not **be permitted to exercise his seniority rights for bidding** purposes for a period of one (1) year following his transfer back to the bargaining unit.

- 7.07 In the event of a layoff, or the discontinuance of a job, the Employee affected shall exercise his seniority by displacing the junior Employee on a permanent job within his job classification, provided he possesses the qualifications to **fulfill** the normal requirements of the job.
- 7.08 If the employee has insufficient seniority to displace the junior Employee within his job classification, or if he is unable to perform the job within his job classification to which his seniority entitles him, he may ~~displace the most junior Employee~~ **displace the most junior Employee on a permanent job** within the seniority group provided that he has sufficient seniority and is able to **fulfill** the normal requirements of the job. Employees thus **affected** shall retain rights to their previous classification for a period of up to nine (9) months.
- 7.09 a) A displaced employee from the seniority group shall exercise his seniority to displace the most junior employee within the **.bargaining** unit provided he is **able to fulfill** the normal requirements. of the job.

b) *If an* employee exercises his right under 7.09 (a) and remains in -the new seniority group *for* a period of 120 calendar days or more, *he severs* his relationship with his previous *seniority* group, acquires his new classification, and regains immediate bidding rights. However, should any employee be unable to exercise his rights under 7.09 (a) and remains on layoff for a period of nine (9) months or more, he severs his relationship with his previous classification.

- 7.10 An Employee on layoff must report for work within three (3) days after notification to return has been given personally, by telephone, or failing this, sent by registered mail to the last address given to the Company by the Employee.
- 7.11 All probationary, part-time and summer Employees in the bargaining unit shall be laid off before any permanent Employee is **laid** off.
- 7.12 The Company will grant, upon at least two (2) weeks' notice leave of absence for a period of up to one (1) **year**, without loss of seniority, and at no cost to the Company, to an Employee, who has been elected or appointed to the staff of Union Local No. 647. Should the Employee return to work before or at the expiration of such leave of absence he shall fill any available vacancy in the department in which he had been employed at the time of granting of leave of absence, or, if there is no such vacancy available at the expiration of such leave of

absence, he shall replace the junior Employee in the department concerned. The returning Employee shall not be permitted to exercise his seniority rights for bidding purposes for a period of one (1) year following his return to work. All insurance plans and other benefits will be cancelled during such leave of absence, but will be reinstated immediately upon the return to work of the Employee within the period of one (1) year. The foregoing leave of absence may be subject to review at the end of the one (1) year for any possible extension.

- 7.13
- a) In the event that it is necessary to transfer an Employee, on a temporary basis to another seniority **group**, the junior Employee shall be transferred, provided he is available and able to do the work required, and provided there is someone in his seniority group who can take his place.

 - b) Where possible, temporary vacancies will be filled by laid-off, regular full-time employees. These work requirements will be assigned on a seniority basis provided the laid-off employee possesses the necessary immediate ability, qualifications and skills to do the work.

7.14 **Disability** resulting from an accident while engaged in the work of the Company shall not be sufficient cause for dismissal. Upon recovery, the disabled Employee shall return to his former position provided he is capable of performing the duties of that position. If the disabled Employee is found to be incapable of performing his former duties, he shall thereupon, whenever reasonably possible, be transferred to work commensurate with, and suitable to his physical condition, and shall be paid upon the same basis as other Employees who are doing the work that he is then capable of doing.

7.15 Summer Employees hired during the period April 1 to September 30 may not exercise seniority rights to displace other employees but, after sixty (**60**) days employment they may have recourse to the grievance procedure.

7.16 The seniority date of an employee hired to fill a temporary vacancy caused by illness, or, of a summer employee hired on a permanent basis, shall be the commencement date of the employee's last period of continuous, **full-time employment**. Such period **shall** be considered as part of the probationary period.

When any summer employees are retained on staff after the date in clause 7.15, the Company will post an equivalent **number of** vacancies, and, following bidding procedures, such employees will be assigned to resulting vacancies.

- 7.17 A summer Employee is a person hired, on a temporary basis during the period April 1 to September 30th, to provide relief for vacations and to meet increased seasonal production requirements. The seniority of a summer Employee will terminate as at September 30th.
- 7.18 It is agreed that in the event of the Company taking over another company, the seniority rights' of the Employees of the Company acquired will be discussed with the Union.
- 7.19 Any employee who has been absent for twelve (12) months because of sickness or injury shall relinquish his classification but retain his seniority. On his return to work he maybe entitled to exercise his seniority to displace the junior employee in his seniority group.

ARTICLE 8 - BIDDING FOR VACANT POSITIONS

- 8.01 The first and second job postings shall remain on all notice boards in the bargaining unit for a period of two working days. The third job posting shall remain on all notice boards in the bargaining unit for a period of one day. Such times shall exclude the regular scheduled days off; No employee's bid shall be accepted after the closing time stated on the job posting.

- 8.02 All bids are to be made in writing, on the ~~appropriate~~ form in duplicate, one to Management and one copy to Steward. Senior employees will have the first opportunity of filling such vacancy providing they have the necessary qualifications.
- 8.03 Employees prior to going on vacation shall submit to a Steward a bid specifying the job they wish to bid on while they are absent on vacation.
- 8.04 The Company will deal with all applications received from permanent employees who have either bid on to a permanent position or have been assigned to a permanent position.
- 8.05 The posting will be awarded by seniority, and the successful bidder will be notified within two working days of the closing date of the job posting. Notwithstanding the above, the senior unassigned employee in **the bargaining** unit will be assigned to the vacancy.
- 8.06 The successful bidder will be placed on the new job within **a period** of fourteen days after which the award has been made. It is understood that if the successful bidder cannot be placed in the awarded position within fourteen **days**, the Union and the Company and the employee shall meet to discuss the matter.
- 8.07 The successful bidder or requester shall forego further bidding rights for a period of **one year**.

- 8.08 A successful bidder who refuses to accept an award after bidding shall forego further bidding rights for a period of one year.
- 8.09 Job bidding rights are to be restored in the event of job redundancies.
- 8.10 In the event that, after the bidding procedure has been followed, there is a vacancy to be filled by the Company, and there is no employee on layoff in that seniority group, then the senior employee on layoff shall have the first opportunity of filling the vacancy, provided he has the necessary qualifications.
- 8.11 After the bidding procedure has been followed, promotions to higher paid or more desirable jobs with equal pay will be based on merit and ability, and when merit and ability of respective employees is equal, except in effecting promotions to supervisory positions, the employee having the greatest seniority will be given preference. Whenever action is taken by the Company under the provisions of this clause, the Company **will** discuss the matter with the Plant Steward.
- 8.12 In no event shall more than three (3) postings be made as a result of one (1) vacancy.

ARTICLE 9 - HOURS OF WORK**9.01** Wholesale Services (Milk) Drivers, and Reliefmen**a) Work-Week**

Four **(4)** ten **(10)** hours days shall constitute a work week.

b) Overtime

Time and one-half **(1 1/2)** after eleven **(11)** hours per day or forty **(40)** hours per week, but not both, based on the classified rate.

c) Days Off

Sunday and two **(2)** other days on a **rotating basis**.

d) Personal Wage Guarantee

i. Employees, whose routes are placed on a flat rate pay plan, **and whose** earnings exceed the flat rate, shall receive a personal wage guarantee. This guarantee will be developed by averaging the Employees' wages (base and commission) earned during the period September **1st, 1976**, to March **31st, 1977**, with the exception of Routes **110** and **111** for which personal guarantee will be negotiated separately.

- ii. An Employee who qualifies for the above-noted personal wage guarantee will continue **to receive** this **wage,,plus** negotiated increases, as long as he remains classified as a Wholesale Services (Milk) Driver and shall be retained in the employ of the Company unless there is a significant loss in delivered volume, or if an Employee other than a Wholesale Services (Milk) Driver exercises his seniority rights as to layoff, or if there is a depot or branch closure. The displaced Wholesale Services (Milk) **Driver will be** offered alternative **employment until he can bid successfully** on a vacant position. In the event of a vacancy in the Wholesale Services (Milk) Department, the Wholesale Services (Milk) displaced Employee must exercise his bidding rights.
- iii. The personal wage guarantee shall be discontinued in the following circumstances:
- (1) he bids, voluntarily, out of the Wholesale Services (Milk) Driver classification.
 - (2) he is displaced from the Wholesale Services (Milk) Driver classification.
 - (3) branch or depot closure
 - (4) if his services are terminated.

e) Personal Time Allowance

Employees on personal guarantee of flat rate schedule **will.be** granted an unpaid personal **time** allowance of one-half hour (1/2) per day.

f) Measurement of Work Day

The Employee's work day will commence at his assigned starting time or at such later time at which he reports for work and will be considered completed when he returns to the check-in room. He will be allowed two (2) hours per week to cover cashing in and ordering of products. Unusual situations which **may** require an extension of, or reduction in, this allowance will be handled on an individual basis.

g) Breakdown Time

Breakdown **time** payment does not apply to Employees who are on a **personal** guarantee or flat rate.

h) Day Off Call-in Pay

An Employee will be guaranteed eight (8) hours at the rare of time and one-half (1 1/2) if called in *on* his regular day off.

i) Call-back Pay

If an Employee is called back to work after completing his regular day's work, and after leaving the premises, he shall be guaranteed four (4) hours at the rate of time and one-half (1 1/2). This provision will not apply to the continuation of a day's work into overtime, which may or may not be interrupted by a lunch period..

9.02 Wholesale Services (Ice Cream) Drivers

a) Work Week

Four (4) ten (10) hour days shall constitute a work week.

b) Days Off

Employees' days off shall be scheduled to include Sunday and any two other days.

c) Day Off-Premium

Should an Employee be asked to work his regular day-off he shall be paid time and one-half (1 1/2) based on one quarter (1/4) of his earnings for the regular work week.

d) Chance of Schedule Days Off

Notice of change of scheduled days off will be given two (2) weeks in advance of the change.

e) Overtime

Time and one half ($1\frac{1}{2}$) after eleven (11) hours per day or forty (40) hours per week but not both based on one and half ($1\frac{1}{2}$) times the average hourly rate determined on the base pay and commission of the current week.

f) Breakdown Time and Delay Time

The Company **will** pay for Breakdown or Delay time **at** the regular rate per hour, provided that the **total** work day of a Driver on commission exceeds nine (9) hours.

The Breakdown period will be calculated from the **time** notification is received at the Company Office until the vehicle is moving again, or the Driver is underway on his route.

9.03 Inside Employees

a) Hours of Work

Five (5) days of eight (8) hours or four (4) days of ten (10) hours shall constitute a work week for all inside employees, except for all relief positions, who will work the work week of the position being replaced.

b) Overtime

Time and one-half (1 1/2) after eight (8) hours or ten (10) hours worked per day.

c) Days Off

All Employees shall be allowed two (2) days or three (3) days off each calendar week, Sunday as far as practical and one (1) or two (2) additional day/s to be determined by the Plant Manager as far as practical. Employees in the Plant Department and Maintenance engaged in a six (6) day operation, shall receive two (2) consecutive **days off** each week.

d) Day Off - Call in Premium

An Employee called in on his regular day off shall be guaranteed eight (8) hours or ten (10) hours at time and one-half (1 1/2) his regular rate. No Employee shall be asked to work more than two (2) consecutive off days, except in the case of extreme emergency.

e) Day Off - Premium

No Employee will be obligated to work his regular day off except in the case of emergency, epidemic or sickness in which case he will be paid time and one-half (1 1/2) the equivalent hourly rate as determined by 1/5 or 1/4 of his weekly rate.

f) Reporting Premium

An Employee, who reports as required 'on a regularly scheduled work day will be given eight (8) hours or ten (10) hours work.

g) Change of Scheduled Days Off

Names of permanent Employees whose regular day off is to be changed- shall be posted two (2) weeks in advance: **Summer Employees** shall be given two (2) working days' notice of changes in working schedules.

h) Weekend Schedules

Names of permanent Employees required to work on Saturday or Sunday shall be posted two (2) weeks in advance, except in departments where Saturday is a regularly scheduled work day. In these departments names of permanent Employees required to work 'on Sunday will be posted.

i) Sunday Premium

All hours worked between Midnight Saturday and Midnight Sunday shall be paid at the rate of double time. Employees in the Plant Department, who are required to work on Sunday, shall be allowed two (2) consecutive days off each calendar week.

j) Scheduling Premium

If because of sickness or other occurrence, a permanent Employee is required to report for work two (2) hours or more prior to his normal starting time, and unless he has been given forty-eight (48) hours' notice of a change in his schedule, he will be entitled to work ten (10) or twelve (12) hours on that day and to be paid for two (2) hours of the eight (8) or ten (10) hour shift at time and one-half (1 1/2), six (6) or eight (8) hours at straight time, and for all hours worked over eight (8) or ten (10) hours at time and one-half (1 1/2). If a permanent Employee is required to report for work two (2) hours or more after his normal starting time, and unless he has been given forty-eight (48) hours notice of a change in his schedule, he will be entitled to be paid for two (2) hours of the eight (8) or ten (10) hour shift at time and one-half (1 1/2) and the balance at straight time. In the event a permanent Employee is required to report for work less than two (2) hours prior to his normal starting time, he will be paid time and one-half (1 1/2) for the time of variance from his regular starting time, with no guarantee of working time beyond eight (8) or ten (10) hours in total.

k) Lunch Period-

All inside Employees shall be entitled to a rest period allotted by Management, morning and afternoon and a lunch period which shall not be within three (3) hours of starting time or after five (5) hours worked.

l) Overtime Breaks

Each Employee shall be granted a further rest period at the commencement of overtime anticipated to be of two hours or more duration and subsequent to his regulation shift.

At the end of two (2) hours of overtime worked the Employee will be given a further **rest period** and after three (3) hours of overtime worked the Employee will be given a lunch period and provided with a **meal allowance** of five dollars and fifty cents (\$5.50).

m) Overtime Schedules/Distribution

The opportunity to perform work shall **be** given as equally as possible to employees who are in the classification first, then to the employee who is qualified and capable of doing the work in question with the least number of hours registered to him. Personal reasons for, an employee declining to work overtime shall be considered provided the Company has the right to schedule sufficient qualified employees to perform the overtime.

If this cannot be done on a **voluntary** basis, it shall be done by selecting the junior person in classification on shift until the required number of employees is obtained.

If an employee declines to work overtime, it shall **be** considered as overtime worked in so far as distribution of overtime is concerned. The record of overtime distribution shall be posted in all departments. There shall be no partiality shown in the distribution of overtime. Reliefman are considered in classification that they are working in.

n) Call Back-Pay

If an Employee is called back to work after completing his regular day's work, and after leaving the premises, he shall be guaranteed four (4) **hours** at the rate of time and one-half (1 1/2). This provision will not apply to the continuation of a day's work into overtime, which **may** or **may** not be interrupted by a lunch period.

9.04 Plant Tie-Up

In the event of a tie-up of operations, due to severe weather conditions, the following arrangements will be in effect :

a) Plant Employees

If a plant employee reports for work, and no work is available, he **will** be paid for his shift i.e. 8 or 10 hours as appropriate. If such an Employee is confined to the plant for the second day or subsequent days, he will be paid for the hours worked on the second or subsequent days.

b) Distribution

If a Distribution Employee reports for work, proceeds on his route or trip, and, subsequently, is prevented **from returning to the plant, and secures overnight accommodation**, he will be paid in accordance with the terms of the agreement for the hours involved up to **the time** of reaching such accommodation. If the employee cannot resume the operation of his route or trip the second day or subsequent days at the normal starting time, he will be paid in accordance with the terms of the agreement for the hours involved from his actual starting **time** until the end of his working day. It is understood that the Employee has an obligation to keep the company informed of his location and existing working conditions.

9.05 All Employees who qualify for shift premiums shall be entitled to a twenty. **(20)** minute paid lunch period.

ARTICLE 10 - VACATION AND STATUTORY HOLIDAYS10.01 Vacation

a') All Employees shall receive a vacation in accordance with their accumulated service with the Company as follows:

After having worked for a period of six (6) months and less than one (1) year prior to April 1st,
for each month worked - one-half day
After 1 year prior to April 1 - two (2) weeks
After 5 years prior to April 1 - three (3) weeks
After 10 years prior to April 1 - four (4) weeks
After 18 years prior to April 1 - five (5) weeks
After 27 years prior to April 1 - six (6) weeks

New Employees, who are not entitled to vacation as of April 1st, and Employees who have worked for a period of six (6) months but less than one (1) year, will receive vacation pay for the period of employment to **March 31st on the basis of 4% their earnings** for the period prior to March 31st.

- b) For the purpose of determining vacation the year shall **be considered** as of the first of April of any calendar year; that is, an employee would have to be employed for six (6) months prior to April 1 in order to be eligible for a vacation in that year.
- c) Vacations and days off in lieu of Statutory Holidays worked 'will be scheduled in accordance with the following basic principles or as nearly as possible recognizing the demand of the work in each department.
- d) For each week of vacation entitlement, an Employee's vacation pay shall be computed on the basis of ~~2%~~ of his earnings during the twelve (12) month period ending December 31st prior to vacation period. Earnings of the Employee shall mean the amount reported by the Company on the T-4 Income Tax Return, less any taxable allowances or benefits. It is understood that, in the case of a permanent Employee, **who may have lost earning during the twelve (12) month period ending December 31st**, by reason of sickness or injury, there shall be added to the amount shown on the T-4 Return for the purpose of computing vacation

pay, an amount **equivalent** to the **average** basic earnings of the Employee **for** a period up to thirteen (13) weeks absence through sickness or injury. Any Employee who has lost in excess of thirteen (13) weeks' earnings, due to illness or injury, and who is entitled to more than two (2) weeks vacation, may elect to take a reduction in such extra **vacation** in order that his vacation pay will provide normal earnings during the vacation period taken. For an Employee who was on layoff at any time during the year ending March 31 prior to the vacation pay shall be computed in full proportion to the **time** worked in accordance with the established practice. For an Employee who was on layoff for less than thirty (30) working days during the year ending March 31, reduction in vacation pay will be calculated on the basis of a two (2) week vacation. category.

- e Any Employee, terminating his employment with the Company, who is entitled to one (1), two (2), three (3), four (4), five (5) or six (6) weeks' vacation, depending on his length of service, shall receive vacation pay at the rate of two (2), four (4), six (6), **eight (8)**, ten (10) or twelve (12) percent (**8**) of his earnings, as the case **may** be, for the period worked since the previous April 1. Any Employee not entitled to the above will be paid in accordance with the Employment Standards Act.

- f) An Employee, transferring to another department, after posting of the vacation schedule on April 1, and before he has taken his vacation, shall choose another vacation period from the dates available in the department into which he is transferring.

- g) No Employee shall be allowed to work in the time chosen for vacation. However, circumstances **may** arise when out of necessity an employee must reschedule his vacation. The company and Union Steward **will** discuss and consider the basis of the request; such request shall be made in writing twenty **(20)** days or more prior to the scheduled vacation period.

An Employee requesting a vacation schedule change shall revert to the bottom of the vacation schedule and no person shall be scheduled in the vacated **time** allowance originally assigned.

- h) Vacation pay will, in cheque form, and with deductions listed, be available prior to an employee leaving on **vacations.**

10.02 Statutory Holidays

a^j New Year' s 'Day

Good Friday
Victoria Day
Dominion Day
Civic Holiday

Labour Day

Thanksgiving Day
Christmas Day
Boxing Day

will be **recognized** as days off with full pay.

- b) An employee will be paid for statutory holiday provided he,
- i) works his last full regular scheduled shift before and his first full regular scheduled shift after such holiday and works on such holiday is he is scheduled to work, unless he is excused by the Company;
 - ii) is on the active payroll of the Company and not on a leave of absence, sick leave, Workers' Compensation, or layoff;
 - iii) has completed a probationary period specified in **this agreement**.

Notwithstanding the above, an employee on Weekly Indemnity for 30 days or less will be paid the differential between the Weekly Indemnity rate of pay and the normal statutory holiday rate of pay.

- c) An Employee, who works on any one (1) of the days named above, shall be given the option by Management of being paid two (2) times his 'regular rate, plus his holiday pay or his regular rate, plus a day in lieu with pay as outlined in 10.02 (f) below, plus his holiday pay. In the case of a Salesman, pay for the Statutory Holiday week is to be based on the average of his wages for the three (3) weeks previous to the Statutory Holiday, or the earnings of his route, whichever is greater. Employees required to work on a Statutory Holiday must work for at least eight (8) hours.
- d) In the week in which Boxing Day falls, the Company, upon giving fourteen '(14) days' notice to the Union, may reschedule the day off, with the understanding that it will not be rescheduled to fall-on a Statutory Holiday. If an Employee is required to work on the rescheduled day off, he will be paid time and one-half, (1 1/2) based on his regular rate.
- e) Each full time employee shall be eligible to schedule two float days in accordance with the following provisions:

Each permanent employee who has completed his probationary period, by seniority and within his group, will select the day he wishes as his float day. He may select any day of the year with the following exceptions:

1. A day falling on his regular day off
2. A Statutory Holiday.

It is understood that no more than two (2) days will be open for selection within any one (1) week.

- f) On October 1 of each year the Company will post available dates on which banked days in lieu, as mentioned in 10.02 (c), may be taken, and the number of Employees in the department affected ~~shall~~ can be released at one (1) time, and Employees- may choose such dates according to seniority or may elect to be paid for such days in lieu on the basis of their **regular earnings at the time the available dates are** posted. Employees, electing time off, shall take such days by April 30 each year. It is understood that, in the event of sickness or emergency, days off selected may be delayed or changed. In such cases, other days may be chosen by the Employees affected from other dates made available by the Company before or after April 30.

- g) If any Statutory Holiday falls during an Employee's vacation period he shall have the option of having a day's pay added **to his** vacation pay, or of having a day off in lieu with pay, as mentioned in **10.02 (f)**, provided he exercises 'his option **at** the time of the scheduling of vacations. If any Statutory Holiday falls on an Employee's day off, he may have the option of being paid an extra day's pay immediately, or of banking a **day** as outlined in **10.02 (f)**. In all cases, the day's pay will be based on one-fifth (**1/5**) of his regular weekly earnings for the week in which the holiday occurs.
- h) Subject to the company filling its requirements for qualified Employees, the option of work on a Statutory Holiday will be granted, in order of seniority, among qualified Employees in the classification.

10.03 Scheduling of Vacations and Days Off in Lieu of Statutory Holidays Worked

- a) During February, the vacation schedule will be posted in each Department indicating the regular vacation period, May **15th** to September **30th**, and the available period for off-season vacation.

- b) At the same time, **lists of Employees'** names, in order of seniority, will be posted, in groups as outlined in (f) below, indicating the date on which they are expected to make their choice. Such choices shall be made on consecutive work days, commencing on or about March **1st**.
- c) If an employee is entitled to two weeks or more vacation he will be allowed, on his first choice, to schedule two weeks to run consecutive during the vacation year, April **1st** to March **31st**. If he wishes to split his weeks on the first choice, only one week can be chosen within the vacation period May **15th** to September **30th**. The second week can be scheduled on **the first** pick outside the vacation period.
- Second and subsequent choices will be **.made** by seniority provided there is time available and all employees have had a choice according to seniority.
- d) If an Employee fails to make his choice on the day specified, as outlined in (b) above, he must then choose from dates still available on the day on which he does make his choice.
- e) Vacations shall be scheduled on a seniority basis within Departments, provided such scheduling does not **interfere with the** efficient operation of the Company.

- f) The following minimum numbers of Employees, in each Department, will be allowed to go on vacation at any one time:

<u>Department</u>	<u>Summer Vac. Period</u>	<u>Off Season Vac.Period</u>
Distribution & Dairy	7	5
Dairy Maintenance & Garage	2	1

- g) All choices of vacation periods must be made by April 1st of each year. (Note - this includes third, fourth, fifth and sixth weeks),

ARTICLE 11 - UNIFORMS

11.01 Distribution Uniforms

The standard Company .uniform shall be worn by all Distribution Employees.' Uniforms will be allotted on the following basis:

Trousers	- 3 pairs per year
Winter Cap	- 1 per year
Windbreakers	- 1 per year
Shirts (Drip-Dry)	- 6 per year
Uniform cap	- 1 per year
Ties	- 2 per year
Nylon Parka or Winter Reefer	- 1 every two years

Two **(2)** Summer Tropical Uniform Trousers may be ordered in place of one. (1) regular Uniform Trousers, as desired. The Company **will** supply two **(2)** pairs of safety boots per year as per clause **11.04**.

a) The Company shall pay three-quarters **(75%)** of the cost and the Employee shall pay one-quarter **(25%)** of the cost of the uniform, and such uniforms shall bear a union label. Pants and shirts shall become the property of the Employee after his portion of the cost has been paid.

b) The Company shall pay three-quarters **(75%)** of the cost and the Employee shall pay one-quarter **(25%)** of the cost of **cleaning** uniforms.

11.02 Inside Employees' Uniforms

The Company will supply, to inside Employees, clothing and footwear as follows:

a) Dairy Department

Overalls, smocks, or shirts and pants as required, gloves as required, up to three **(3)** pairs of rubber boots or two **(2)** pairs of safety footwear per year as per clause **11.04**. A pant suit will be provided for female Employees during the winter months.

b) ~~Milk Storage and Shipping and Receiving~~ Docks

Same issue as for Dairy Department, plus one (1) heavy coat every two (2) years.

c) Maintenance Department

Overalls, shirts and pants, as required, up to four (4) outfits per year; two (2) pairs of safety footwear per year as per clause 11.04. One (1) winter coat per Employee. Necessary safety equipment for employees will be provided.

11.03 Temporary and Seasonal Employees' Uniforms

Plant Departments - The Company will supply necessary quantities of wearing apparel consistent with the **requirements** and the **length of employment**.

11.04 The wearing of safety shoes is mandatory. The Company will provide in each calendar year one (1) pair of approved **safety footwear to a maximum value of seventy five dollars (\$75.00) plus G.S.T.**; Upon presentation of this pair of safety footwear worn out, a replacement pair of approved safety footwear to a maximum value of seventy five (**\$75.00**) plus GST.

The employee may purchase his own safety footwear and the Company will reimburse the employee to a maximum value of seventy-five dollars (**\$75.00**) up to a maximum of two (**2**) times per calendar year.

The G.S.T. portion will be paid by the Company. The G.S.T. rebate will be paid to the Company.

ARTICLE 12 - RULES AFFECTING ROUTE DRIVERS

- 12.01 No Driver shall be expected to clean the outside of his truck but must be **responsible** at **all** times for keeping the inside of the vehicle clean and tidy.
- 12.02 Allowance shall be made daily, upon proper evidence furnished acceptable to the Company, for all goods broken, stolen, spilled or soured.
- 12.03 All permanent Drivers are required to deposit with the Company a personal bond of Two Hundred Dollars (**\$200.00**) to be established by payroll deductions of Five Dollars (**\$5.00**) per week until a maximum of Two Hundred Dollars (**\$200.00**) has been reached. The Company will pay interest on the money on deposit at the rate of chartered bank interest on **non-chequing** savings accounts in effect each January **1st**, calculated on the minimum monthly balance, and credited **twice yearly - March and September.** if at any time the amount on deposit is reduced below Two Hundred Dollars (**\$200.00**), the weekly deduction of Five Dollars (**\$5.00**) will be resumed until the maximum of Two Hundred dollars (**\$200.00**) has again been deposited.

- 12.04 In **the**' event of a reduction in the number of Wholesale routes, the Driver with the least seniority in the **particular classification, will be the Employee affected.**
- 12.05 The Company agrees to pay commission to a Milk, or Ice Cream, Driver on commission, on all special deliveries made to customers regularly served by him, or with dock pickups made by such customers, **or on all special deliveries made to, or dock pickups made by, a customer who could be assigned to his route by the company, and who could be served by him in the normal conduct of his route, except in cases where such deliveries are caused by the fault of the Driver.**
- 12.06 A Driver, on commission, required to make special deliveries after completing his regular route will be paid at the 'rate of one and one half (1 1/2) times his average hourly rate based on base and commission.
- 12.07 The Company will supply hand trucks on sales vehicles, if required.
- 12.08 Wholesale Route Drivers, on commission, will be paid commissions on products delivered to customers on their routes on Statutory Holidays.

- 12.09 Discussion will take place between the Union and Management on the placing of new wholesale accounts on wholesale routes.
- 12.10 Starting times for Drivers shall be posted on the bulletin boards, and the Company will undertake to ensure that such **times** are observed.

ARTICLE 13 - SAFETY

- 13.01 It is to the mutual advantage of both the Company and the Employees that Employees shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law. It shall be the duty ~~of Employees to report promptly, in writing to the Company~~ of all defects in equipment. It shall be the duty of the Company to maintain all vehicles in a safe operating condition in accordance with the Department of Transport's regulations.
- 13.02 The maintenance of equipment in sound operating condition is not only a function but a responsibility of management. The determination of, as well as the responsibility for, all decisions in respect to the condition of equipment shall rest with the senior qualified supervisor on the premises. The Company shall not require Employees to take out on the streets or highways any vehicle that is not in safe operating condition. It shall be a violation of this Agreement if an Employee refuses to operate equipment unless such refusal is justified.

13.03 The Company and the Employees agree to abide by the provisions of the Occupational Health and Safety Act, 1978. In keeping with the provisions of this legislation, the Company will not require an Employee to operate a machine in an unsafe condition.

ARTICLE 14 - OPERATING CONTROL

14.01 The Union acknowledges that it is the exclusive function and right of the Company to operate and manage its business, **subject to the limitations provided in this Agreement.**

ARTICLE 15 - INSURANCE

15.01 The Company will provide the following insurance plans, in keeping with the regulations and benefits of such plans, in effect on the **effective date** of this Agreement, or, on the first day of the month following ratification, where applicable, for all permanent employees with three (3) months' seniority.

- a) Group Life Insurance
Coverage of Fifteen Thousand Dollars (\$15,000) - reducing to One Thousand Dollars (**\$1,000.00**) at retirement.

b) Group Sickness and Accident Insurance

Coverage for each Employee in the amount of $66 \frac{2}{38}$ of basic wages plus commission to the Unemployment Insurance Commission maximum for fifty-two (52) weeks to become effective on the first day of accident or **hospitalization** or the fourth (4th) day of any sickness or non-compensable accident.

c) Hospital, Medical and Surgical Insurance

The Company will provide for full semi-private hospital coverage for each Employee, spouse, and own unmarried children under 21 years of age. If the Employee is covered under the spouse's insurance plan, the Company will not provide double coverage.

d) Dental Plan

i) Effective January 1, 1991, 1990 ODA schedule of fees; effective January 1, 1992, 1991 ODA schedule of fees **ana** effective January 1, 1993, 1992 ODA schedule of fees.

ii) Blue Cross Dental Plan #9 or its equivalent coverage provided with carrier to be determined by the Company and periodontics and endodontics coverage.

e) Optical Plan

An insured eye care program providing a benefit to a maximum of \$150 (One Hundred and Fifty Dollars) in a 24 month period per Employee and eligible dependents for the purchase of lenses and frames.

f) L.T.D. Insurance

A Company administered Long Term Disability Insurance Program. The Company will pay Seven Dollars and Fifty cents (\$7.50) per month per established employee toward the premium cost of the Program. Such Program shall provide a benefit of $66\frac{2}{3}\%$ of earnings to a maximum of One Thousand Five Hundred Dollars (\$1,500.00) per month and shall be integrated with the weekly indemnity plan.

15.02 Employee Benefit Premiums

It is understood and agreed that the full Employee's portion of any reduction in Unemployment Insurance commission premiums resulting directly from Unemployment Insurance Commission approval of improvements in the Company weekly indemnity plan, are included as part of the negotiated wage increases contained in this Collective Agreement.

- 15.03 During the absence of an Employee through illness, all insurance coverage will be maintained by the Company, up to a maximum of fifty-two **(52)** weeks. If the illness of the Employee continues ~~beyond-fifty-two (52)~~ weeks; the Sickness and Accident insurance coverage will be suspended, but other coverage will be continued under the Company group plan at the Employee's expense.
- 15.04 During a layoff of twelve **(12)** months or less, the Company will continue to pay the cost of insurance coverage up to the end of the month following the month of layoff. At that **time**, group life and sickness insurance will be cancelled and medical and hospital plans transferred to a "pay direct" basis at the Employee's expense. Upon return to work, insurance coverage will be reinstated immediately, and medical and hospital plans returned to a **"group"** basis.
- 15.05 Employees granted "leave of absence" shall **pay** the full cost of the above insurance plans during such "leave of absence", either in full before leaving, or monthly in advance. Failure to make necessary payments will result in all coverage being cancelled.
- 15.06 During the absence of an Employee while on Workers' Compensation, all insurance coverage will be maintained by the Company up to a maximum of fifty-two **(52)** weeks. If the absence of the Employee continues beyond fifty-two **(52)** weeks, **the Sickness** and Accident and Long Term Disability coverage will be suspended, but other coverage will be continued under the Company Group Plan at the Employee's expense.

ARTICLE 16 - GENERAL NOTES

- 16.01 This Agreement shall not take from Employees, other than summer Employees, any privileges they have enjoyed hitherto; except as are specifically dealt with in this Agreement.
- 16.02 Any Employee, other than a summer Employee, who is presently receiving a rate which is in excess of his classified rate shall continue to receive such higher rate, provided he continues to occupy the same position and perform the required work.
- 16.03 No Employee shall be asked or permitted to make any verbal or written agreement which may conflict with this **Agreement**.
- 16.04 The Company and the Union are opposed to the practice of Employees holding other Employment after completion of their regular day's work for the company and agree to cooperate in every respect in eliminating such practice.
- 16.05 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that there shall not be any strike or picketing during the life of this Agreement. The Company agrees that there shall be no lockout during the life of this Agreement.

- 16.06 In the case of lockout', strike or--picket line of any union, it shall not be considered a violation of this Agreement for any member of the Union' to refuse to **deliver** goods **where** such a controversy is going on. It shall not be considered a violation of this Agreement for Employees not to ship products to non-union carriers delivering to a place where a lockout, strike or picket line exists. The participation of any Employee in any such controversy shall not interfere with his regular duties with the Company.
- 16.07 The Company agrees that in the event of a dairy having contractual relations with the Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees, Local Union 647, is taken over, the Employees of said dairy shall be given credit for the seniority rating they enjoyed with the former employer for the purpose of determining seniority in the group as a whole.
- 16.08 The wage summary, as outlined in Appendices "A" and "B", attached hereto, is **recognized** as part of this Agreement and in recognition of the increase in living costs, the Company **will make a special¹ payment of \$.60/hr worked effective January 1, 1991.** This shall be paid out on the second payroll period after each quarter (calendar) as follows:
- a) Full payment shall be made to all permanent, full-time employees, who have completed twelve (12) months continuous employment and are on the Company's payroll on the respective dates outlined above.

- 16.09 In the event of a death in the immediate family of an Employee, other than a summer Employee, the Company agrees to grant the necessary time off, without loss of pay, up to three (3) days, if absence is justified. If the Employee is unable to attend the funeral he shall be allowed only one (1) day off with pay. A temporary employee will be granted leave of absence up to three (3) days, but without pay, if absence is justified. Immediate family shall be comprised of father, mother, wife, husband, common law spouse, brother, sister, children, step-children, mother-in-law and father-in-law. In the event of death of grandparents, the Company agrees to grant the necessary time-off, without loss of pay for one day to attend **the funeral**.
- 16.10 On request of the Employee bereavement leave **may** be extended by two (2) additional days without pay.
- 16.11 Absence of an Employee, other than a summer employee, through sickness prior to the expiration of the weekly indemnity waiting period will be considered for payment **at** the discretion of Management. Payments will be to a maximum of eight working days in a calendar year; "three working days of which must be derived from the full waiting period being used for a weekly indemnity **claim**."

The above payments for sick days are for justified sickness only and such unused days are not to be paid out or accumulated from year to year.

- 16.12 If it is necessary for any Employee, other than a summer employee, to be absent from work on Union business, and if the Union submits a request to the Company as soon as possible, but in any event, not later than one (1) week prior to the absence, the Company will grant the Employee the required time off, without pay, but if an emergency situation exists at the time, it will be discussed and considered by the Union and the Company. It is understood that not more than one (1) Employee from any one (1) department shall be granted such leave of absence at the same time.
- 16.13 Insofar as the company is able to make the decision, milk vending machines in any apartment building shall be serviced (i.e. filled), by the route Driver who would normally serve the customers in such building.
- 16.14 Where an Employee, other than a summer Employee, is called for Jury Duty, or as a witness, he shall be paid his full pay by the Company. Such Employee will give his Jury or Witness pay cheque to the Company in return.
- 16.15 If the Company finds that a Driver has shortage in his accounts, the Union Business Agent shall, upon request, be given the opportunity of examining the necessary records, relative to such a shortage, at the time it occurs. A Driver and the appropriate Steward will be notified each month in which there is a shortage or overage in excess of ..Fifty Dollars (\$50.00) in his route balance.

- 16.16 In the event of absence due to sickness or other reason, an Employee, whose shift starts after midnight and on, or before, 2:00 p.m. , shall inform his Supervisor or department head before 5:00 p.m., if possible, of the day prior to the day on which he intends to return to work. An Employee whose shift starts on, or after, 2:00 p.m., and before midnight, shall inform his Supervisor or department head before 9:00 a.m., if possible, of the day on which he intends to return to work.
- 16.17 It is understood that an Employee will make an effort to advise the Company, as early as possible, prior to the start of his shift, that he will not be reporting for work.
- 16.18 **Employees other** than summer Employees, working in a higher paid position or relieving on two (2) or more positions for a period of four (4) hours, or more, in any one (1) day, shall be paid the higher rate from the first day of employment in such position, for the period of time during which they occupy the higher paid position. Summer Employees, upon completion of a two (2) week training period, who are employed in a position higher than the general worker classification, for a period of one (1) week or more, shall be paid the **higher** rate for the **period** of time employed in such position, following completion of the training period.
- 16.19 No temporary Employee may hold a Union office unless and until he becomes a permanent Employee.

- 16.20 Licensed Garage Mechanics, Certified Plant Mechanic, Electrician and Maintenance Personnel will be provided with a Tool Allowance of **Two Hundred and Fifty Dollars (\$250.00)** per annum, for the replacement of tools worn out or broken in the course of their normal duties with the Company, or for new tools required by 'the duties of the job. Employees in the service of the company for less than **six (6)** months shall be paid on a pro rata basis.
- 16.21 A **supply** of beverages produced at the London **Bathurst** Street operation for lunches will be provided, at no cost, for Employees at the **Bathurst** Street Plant.
- 16.22 Any Employee, having his driver's licence suspended on medical grounds, or cancelled on the first offence, shall be allowed, if qualified to fill any vacancy caused by illness or vacations, or replace any temporary Employee in his own, or another department, and will receive the rate of the the position filled. The foregoing provisions will not preclude any disciplinary action which may be taken by the Company against the Employee.
- 16.23 The Company will avoid jobbing out, or bringing in outside services that will result in the layoff of present **employees.**

16.24 Clerical personnel will be available to verify money deposits by salespersons.

16.25 A **meal** allowance will be paid as follows:

Distribution Driver - A **meal** allowance of \$.55 (fifty-five cents) an hour, with a minimum of ten (10) hours, will be paid when required. to be outside of London Metro limits during a meal period.

16.26 Payday shall be Thursday and pay cheques shall be available after 10 a.m. In a week in which a statutory holiday **falls** on a Monday, Friday shall be the pay day.

ARTICLE 17 - SALE OR ACQUISITION

17.01 The company undertakes to notify the Union of the acquisition by it of any dairies, or the sale by it to other dairies or any part of its business, not later than the **effective** date of such acquisition or sale.

ARTICLE 18 - DOCK PICKUPS

18.01 The Company will advise the Union of development or trends which result in any of the Company's Wholesale customers, within the delivery area, converting to a dock pickup arrangement, thereby expanding this type of volume, and the Company will **welcome** suggestions from the Union, intended to protect the business.

ARTICLE 19 - SUPERVISION

19.01 No Supervisor shall perform the work normally performed by those Employees under their supervision.

ARTICLE 20 - SEVERANCE PAY20.01 Layoff Through Automation

If a simultaneous layoff of a substantial group of permanent Employees, in any department of the plants, is caused by the installation of advanced automatic, labour-saving production equipment, the Company will notify the Union and the Employees to be affected, two (2) months prior to the effective date of the layoff, and severance pay will be made as in 20.04 below.

20.02 Layoff Through Acquisition

If any other dairy under contract with the Union is acquired, the Company will give thirty (30) days' notice of layoff to the Union and to any acquired employees to be affected, and severance pay will be made as in 20.04 below.

20.03 Layoff-Through Consolidation of Routes Acquired

If, in the consolidation of routes, caused directly by the acquisition of another dairy, layoffs result, the Company **will give fifteen (15) days' notice to those Employees** to be affected, and severance pay will be made as in 20.04 below@.

20.04 Severance Pay

- a) Severance pay shall be paid in **20.01, 20.02** and **20.03** to full time regular employees with two or more years seniority who are permanently laid off equivalent to five **(5)** days pay at the regular rate of pay for each year of service with the Company. The employee shall have the right at the time of layoff to waive in writing his right to recall and shall then receive severance pay.
- b) It is agreed that anyone claiming severance pay shall have no further claim to the Company.

An Employee will receive the periods of notice outlined above or that required by the Employment Standards Act, whichever is greater, but not both.

ARTICLE 21 - PENSION PLAN

- 21.01 (a) Benefits accrued under the Silverwoods Dairies Retirement Plan will be frozen as of March 31, 1991.
- (b) The Company will provide a defined contribution pension plan effective April 1, 1991. This plan will be mandatory for all full time employees. The Employee will advise the Company of their investment election. The employee and Company will contribute the following amounts:

	<u>Employee</u> <u>Contribution</u>	<u>Company</u> <u>Contribution</u>
Effective April 1, 1991	\$10.00/week	\$10.00/week
January 1, 1992	\$12.50/week	\$12.50/week
January 1, 1993	\$15.00/week	\$15.00/week

ARTICLE 22 - GENDER

- 22.01 (a) In this Agreement wherever the masculine gender is used, it shall be construed to be the masculine or the feminine as the context requires.
- (b) There shall be no discrimination by either the Company or the Union against any person in regard to employment with the Company or membership in the Union because of race, creed, colour, nationality, **ancestry** or place of origin.

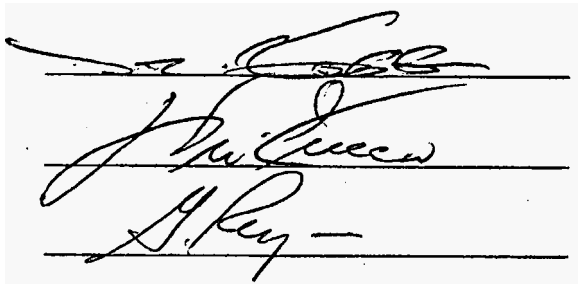
ARTICLE 23 - EXPIRATION AND RENEWAL OF AGREEMENT

23.01 This Agreement shall become effective as of February 6, 1991, and shall continue in force and effect until December 31st, 1993, and from year to year thereafter, unless not less than **seventy (70)** days' written notice of termination or proposed amendments shall be given by either the local Union or the Company, one to the other by registered **mail**, and unless not less than **sixty (60)** days prior to the date of termination, the one who has given such notice, also gives to the other by registered **mail**, notice of its proposed amendments to the Agreement. Such notices shall be addressed to the London **Bathurst** District Manager, **Ault** Foods Limited, London, Ontario with a copy thereof to the Head Office of the Company, **405** The West Mall, **Etobicoke**, Ontario and to the Union at **7 Hafis** Street, Toronto, Ontario.

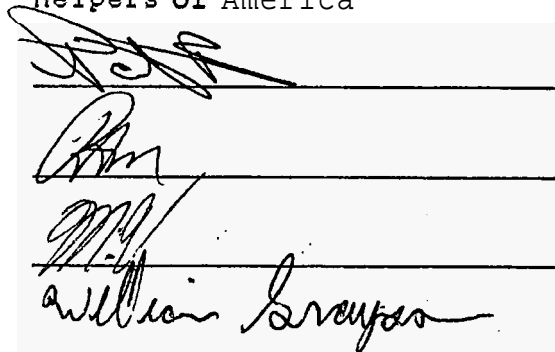
IN WITNESS WHEREOF the parties hereto mentioned have executed this Agreement this 22nd day of April 1991,

AULT FOODS LIMITED

MILK AND BREAD DRIVERS. DAIRY EMPLOYEES, CATERERS AND ALLIED EMPLOYEES, LOCAL UNION NO. 647. affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America



Three handwritten signatures are present, each written over a horizontal line. The signatures are in cursive and appear to be: 1. A signature starting with 'A'. 2. A signature starting with 'J'. 3. A signature starting with 'D'.



Three handwritten signatures are present, each written over a horizontal line. The signatures are in cursive and appear to be: 1. A signature starting with 'D'. 2. A signature starting with 'A'. 3. A signature starting with 'M' followed by 'William Brown'.

WAGE APPENDIX "A"JOB CLASSIFICATION

	<u>HOURLY RATES</u>		
	<u>Feb 6/91</u>	<u>Jan 1/92</u>	<u>Jan 1/93</u>
<u>Distribution Staff</u>			
Assistant Foreperson	\$16.94	17.78	18.67
Wholesale Services (Milk) drivers	\$16.78	17.62	18.50
Base hourly rate plus commission - \$.005/litre (except bulk novelties)			
		- \$.007/dozen bulk novelties	
Note:	On wholesale milk and ice cream routes on which commission is paid and on which more than 50% of the time is spent outside the London metropolitan area, a bonus of Six Dollars (\$6.00) per week will be paid.		
Note:	Bulk novelties are understood to be those items five (5) ounces or less, which might be open in the Sotre ice cream cabinet, and not necessarily sold in their original package. Accordingly, the multi-pak or bulk items are understood to be excluded from this category.		
Minimum guarantee	\$15.20		

Wage Appendix "A" (Contd)

JOB CLASSIFICATION

	<u>HOURLY RATES</u>		
	<u>Feb 6/91</u>	<u>Jan 1/92</u>	<u>Jan 1/93</u>
Reliefman	\$16.62	17.45	18.33
Drivers in training (new employees only)	\$14.28	14.99	15.74
Special delivery (5 eight hour shifts)	\$15.68	16.46	17.28

The employee will receive the full earnings of his route after he assumes full responsibility for credit and is operating the route alone.

Note: All increases are retroactive to January 1, 1991 for all full time employees on the active payroll at February 6, 1991 for all hours worked.

WAGE APPENDIX "B"JOB CLASSIFICATION

	<u>HOURLY RATES</u>		
	<u>Feb 6/91</u>	<u>Jan 1/92</u>	<u>Jan 1/93</u>
<u>Plant</u>			
<u>Assistant Foreperson</u>	\$16.26	\$17.08	\$17.93
Shipper/Receiver			
Relief			
Storage			
Pasteurizer			
<u>Special Skilled</u>	\$16.11	\$16.91	\$17.76
Pasteurizer			
Specialty Products Maker			
Relief Operator			
Milk Receiver			
Milk Receiver/Stockman			
Equipment/Clean Up			
<u>Skilled</u>	15.90	16.69	17.53
Receiver/Checker			
Filler Operator - Paper			
Filler Operator - Pouch Pak			
Storageman Shipper			
Dry Storage, Stockperson			
Quality Assurance Technician			
Yardperson			
Storageperson/Yardperson			

LONDON BATHURST
COLLECTIVE AGREEMENT

Wage Appendix "B" (contd)

	<u>HOURLY RATES</u>		
	<u>Feb 6/91</u>	<u>Jan 1/92</u>	<u>Jan 1/93</u>
<u>Semi Skilled</u>	\$15.69	\$16.47	\$17.29
Milk Storageperson Filler Operator (Bulk)			
<u>General</u>			
Dairy Worker	\$15.54	\$16.32	\$17.13
Janitors	15.33	16.10	16.90
<u>Plant Maintenance</u>			
General Maintenance	\$15.73	\$16.52	\$17.34
*Plant Mechanic	16.38	17.20	18.06
*Electrician	17.43	18.30	19.22
Assistant Foreperson	16.77	17.61	18.49
<u>Garage Maintenance</u>			
*Garage Mechanic	\$16.51	\$17.34	\$18.20
Assistant Foreperson	17.17	18.03	18.93

*NOTE: It is understood that Employees in the above classification require a Department of Labour certification.

NOTE: All increases are retroactive to January 1, 1991 for all full timeemployees on the active payroll at February 6, 1991 for all hours worked.

Wage Appendix "B: (contd)Temporary Employees

1) Summer Employees (April 1 to September 30)

	<u>HOURLY RATES</u>		
	<u>Feb 6/91</u>	<u>Jan 1/92</u>	<u>Jan 1/93</u>
In Plant - General work			
a) Summer General Classification (includes all classifications to skilled level)	\$8.34	\$8.59	\$8.85
b) Summer Skilled Classification (includes classifications special skilled and assistant foreman)	\$8.60	\$8.86	\$9.12
c) Summer Packer Classification (includes all packer classifications)	\$8.09	\$8.33	\$8.58

There will be a probationary period of sixty (60) days on the above.

In Distribution Department	Earnings of Route)		
a) While learning route	\$8.68	\$8.94	\$9.21
b) Operating Route			

Temporary Part-Time Employees
(working twenty-four (24) hours
or less per week)

In Plant

a) General Worker	\$8.34/hr	\$8.59/hr	\$8.85/hr
b) Packer	\$8.09/hr	\$8.33/hr	\$8.58/hr

In Distribution Department	\$8.60/hr	\$8.86/hr	\$9.12/hr
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Note: Temporary Part-Time Employees - the hourly rate is equivalent to permanent full-time job classification where individual is employed after September 30 and prior to April 1.

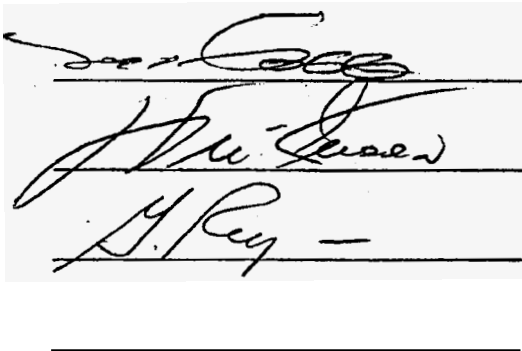
Wage Appendix "B: (contd)

Shift Premiums

An employee, with the exception of those in the Wholesale Milk Distribution Department, Ice Cream Distribution Department and any other Employee on a commission or part commission basis, shall receive a shift premium on the following basis:

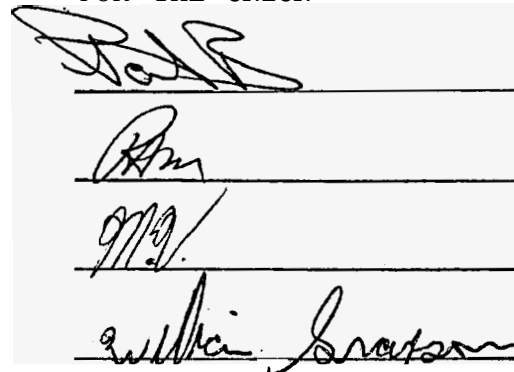
- (A) An Early Shift Premium - If employed on a regular shift which commences prior to 6.00 a.m. or which extends beyond 7.00 p.m. and if working two (2) nights or more in a week, an employee shall receive in addition to his weekly earnings a premium of fifteen dollars (\$15.00). Effective January 1, 1992 this premium will increase to seventeen dollars (\$17.00). This bonus shall not be included in the hourly rate for the calculation of overtime.
- (B) A Late Shift Premium - If employed on a regular shift which commences after 3 p.m., an employee shall receive a premium of twenty dollars (\$20.00) per week inclusive of the early shift premium. Effective January 1, 1992 this premium will be increased to twenty-two dollars (\$22.00). An employee whose shift starts at or after 7.00 p.m. and up to and including 12.00 midnight shall have the shift premium included in the hourly rate as part of the overtime calculation.

FOR THE COMPANY



Three handwritten signatures are present, each on a horizontal line. The signatures are written in dark ink and appear to be: 1. A signature starting with 'J. Green', 2. A signature starting with 'H. Ray', and 3. A signature starting with 'L. ...'.

FOR THE UNION



Four handwritten signatures are present, each on a horizontal line. The signatures are written in dark ink and appear to be: 1. A signature starting with 'R. ...', 2. A signature starting with 'A. ...', 3. A signature starting with 'M. ...', and 4. A signature starting with 'William ...'.

LETTER OF UNDERSTANDING

BETWEEN: **AULT FOODS LIMITED (hereinafter referred to as the "Company")**

AND

MILK & BREAD DRIVERS, DAIRY EMPLOYEES, CATERERS AND ALLIED EMPLOYEES, LOCAL UNION NO. 647, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union")

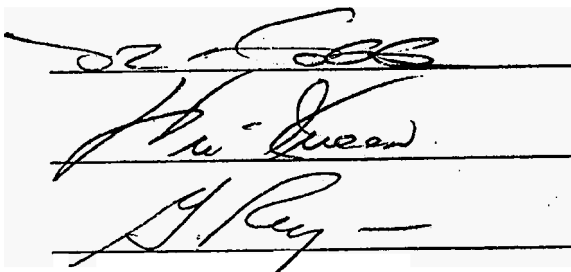
The Company and the Union agree that the following procedure shall be observed in the event of a lay-off as provided under Section 7.08 and 7.09 of the Collective Agreement.

The following occupations,

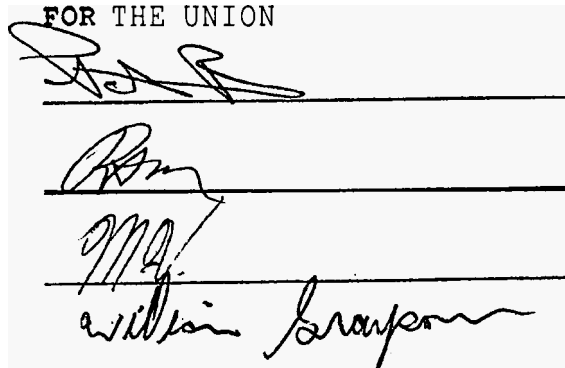
- Maintenance Mechanics**
- Garage Mechanics
- Electrician
- Pasteurizer**
- Driver "A" (or "D" licence)
- Separator/Receiver Operator
- Mix Batch Operator

will not be subject to the seniority provision unless the individual attempting to bump into the position possesses the immediate qualifications at the time of the lay-off.

FOR THE COMPANY



FOR THE UNION



LONDON **BATHURST**
COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

BETWEEN: **AULT** FOODS LIMITED (hereinafter referred to as the "Company"-)

AND

MILK & BREAD DRIVERS, DAIRY EMPLOYEES, CATERERS AND ALLIED EMPLOYEES, LOCAL UNION NO. **647** AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, **WAREHOUSEMEN AND HELPERS OF AMERICA** (hereinafter referred to as the "Union")

At the time the Company franchises its delivery routes the following conditions will apply:

1. Routes to be franchised will be offered to drivers based on seniority.
2. Drivers who are left without routes and who waive their right to bump into the plant will receive wage continuance equal to one week per completed year of service if age **59** or younger or two weeks per completed year of service if age **60** or **older**.
3. Jobs that are lost due to franchising will trigger the offering of a voluntary early retirement package to employees over age **59** years of age in the form of wage **.continuance** equal to two weeks per completed year of service.

LONDON BATHURST
COLLECTIVE AGREEMENT

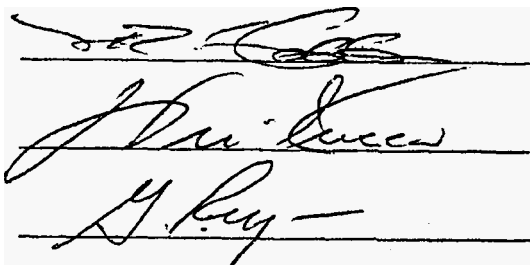
Letter of Understanding (contd)

- 2 -

4. Early retirement packages will be offered in sequence beginning with the plant employee over age 59 with the highest accumulated total of age and **seniority**.
5. Wage continuance for employees over age 59 will cease at the earlier of 2 weeks per year of service or age 65.
6. If, after the offering of voluntary early retirement packages, there are still employees who have lost jobs due to franchising, severance will be offered, at one week per completed year of service, to those employees laid off as a result of franchising.
7. Benefits for employees taking early retirement who are age 60 or older will be **OHIP**, Supplementary Health, Visioncare, and retiree life insurance to be continued to age 65.
8. The above severance or early retirement packages are inclusive of any severance or notice obligations under the Collective Agreement or the Employment Standards Act.

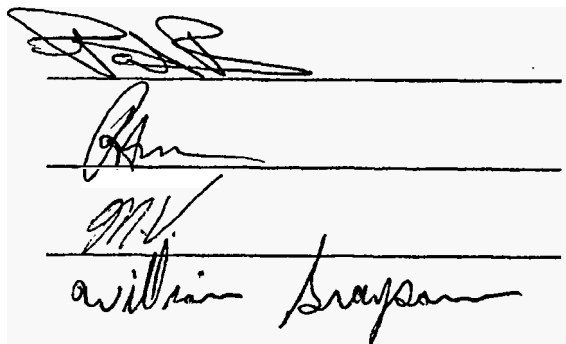
9. Any employee accepting severance or early **retirement** packages per above, shall waive all seniority rights including the right to recall.

FOR THE COMPANY



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FOR THE UNION



Three handwritten signatures are written on three horizontal lines. The first signature is a stylized, illegible signature. The second signature is "A. M.". The third signature is "William Grayson".

LETTER OF UNDERSTANDING

BETWEEN: **AULT** FOODS LIMITED (hereinafter referred to as the "Company")

AND

MILK & BREAD DRIVERS, DAIRY EMPLOYEES, CATERERS AND ALLIED EMPLOYEES, LOCAL UNION NO. 647 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union")


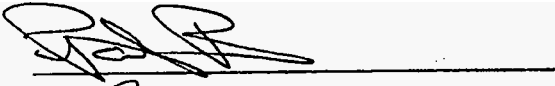

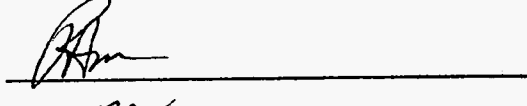
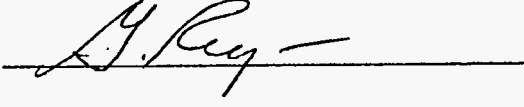
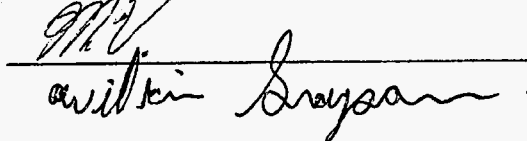
The Company and the Union agree that for the purposes of collective bargaining and administration the collective **agreement will** apply separately to the **Bathurst** Street and the **401 Plants**, However, for the following specified events, the respective employees will have the following rights:

- (1) In the event of a permanent job reduction, the affected employee(s) shall exercise their seniority rights within their respective plant. The junior displaced employee(s) may exercise their seniority right(s) at the other plant, if applicable. This **hsall** apply until December 15, 1992.
- (2) Employees may bid on positions at the other plant in accordance with the "bid Procedure", This shall apply until December 15, 1991.

(3) In the event of closure or sale of either plant, all employees acquiring seniority on, or before, December 31, 1990 shall exercise their seniority.

FOR THE COMPANY

FOR THE UNION

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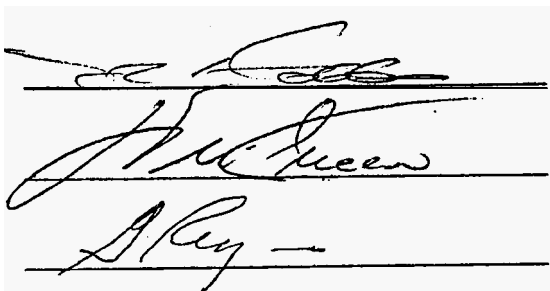
B. Garage Mechanics

- i) Rotations Shift Basis - same as above
- ii) Non-Rotational Shift
 - With Class "A" license .25/hr
 - With Refrigeration License .25/hr

C. General Maintenance Upgrade (Non-Rotational shifts)

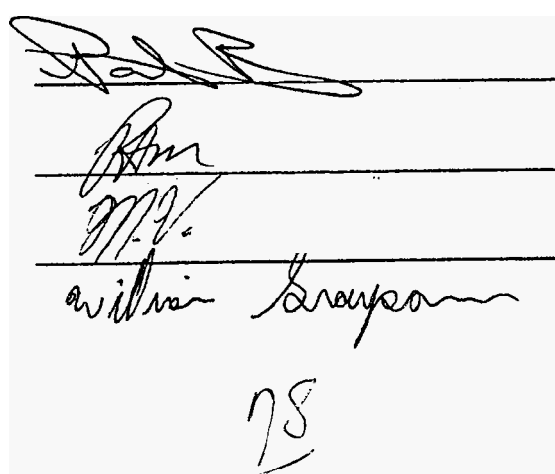
- With Welding Ticket .10/hr
- With S/S Welding Ticket .10/hr

FOR THE COMPANY



Three handwritten signatures for the company, each on a horizontal line.

FOR THE UNION



Three handwritten signatures for the union, each on a horizontal line. Below the signatures is the number 78.