

COLLECTIVE AGREEMENT
between
PILLSBURY CANADA LIMITED
MIDLAND, ONTARIO

and
AMERICAN FEDERATION OF GRAIN MILLERS
(AFL-CIO-CLC) INTERNATIONAL
Local Union No. 388 - Midland, Ontario

Term of Agreement
July 15, 1994 through July 15, 1996

00448 (06)

INDEX

ARTICLE	PAGE
A R B I T R A T I O N	50
BEREAVEMENT	20
CONTRACTING OUT WORK	52
D E D U C T I O N O F D U E S	57
Assignment and Authorization	57
Payment of Union Dues	57
GRIEVANCE PROCEDURE	48
GROUP INSURANCE AND SAFETY	
Dental P l a n	53
L i f e I n s u r a n c e	53
Safety Glasses.....	53
S a f e t y S h o e A l l o w a n c e	53
P e n s i o n P l a n	54
HOLIDAYS	
H o l i d a y T i m e C r e d i t	12
H o l i d a y W o r k P a y	11
Recognized H o l i d a y s	11
U n w o r k e d H o l i d a y P a y	12
HOURS OF WORK	
Hours for Computing Overtime	6
R e s t P e r i o d s	4
Schedule of Normal Work Day and Week	3
JURY PAY	20
L A Y O F F S	26
LEAVES OF ABSENCE	35
LIMITATION ON STRIKES AND LOCKOUTS	56

INDEX (cont'd)

ARTICLE	PAGE
MANAGEMENT RIGHTS	52
MAINTENANCE TRAINING PROGRAM	
Advancement	61
Maintenance Classification	60
Requirements	60
Selection of Eligibility	60
NEW CLASSIFICATIONS AND RATES	28
OVERTIME	
Call-back Pay Minimum	9
Overtime (daily)	6
O v e r t i m e P a y	7
Overtime Work	6
P y r a m i d i n g	5
Reporting Pay Minimum	8
S a t u r d a y P a y	7
S u n d a y P a y	8
PARTIES TO AGREEMENT	1
PENSION PLAN AGREEMENT	36
P L A N T COMMITTEE	45E
POSTING PROCEDURES (Job Bidding)	31
P U R P O S E	1
RECOGNITION (of Employees Covered)	2
SCHEDULING	
Assignments of Shifts	8.0313
Call-in Procedure.....	8.05 18
Manning	8.09 19

INDEX (cont'd)

ARTICLE	PAGE
Pizza Job Groupings	8.0414
Placement When Alternate Job Not Made	8.04 (f) 17
Posting of Work Schedules	8.0719
Reduction in Force Procedure	8.04 a,b,c,d,e,f,g,h . 14-18
Reject Regular Classification	
Scheduling for Third Shift..	8.06/8.08..... 18-19
Staggering of Work Week..	8.01..... 12
Sunday Night Start-up..	8.10..... 19
Supervisor. etc. working	8.01 12
SENIORITY	
Continuous Service	21
Department Seniority	23
Plant Seniority	22
Probationary Employees....	23
Seniority List	23
Temporary Student Help... ..	24
“Temporary” Employee Status 11.07 and 11.08	24
SEVERANCE PAY	41
SHIFT DIFFERENTIAL.....	10
TERMINATION, SEPARATION AND GRIEVANCE PROCEDURE	47
TERMS OF AGREEMENT	58
TRANSFERS.. ..	28

INDEX (cont'd)

ARTICLE	PAGE
V A C A T I O N S	37
APPENDIX "A"	
MAINTENANCE TRAINING PROGRAM	60
APPENDIX "B" WAGE SCHEDULE	63

ARTICLE 1 PARTIES

- 1.01 The parties to this Agreement are Pillsbury Canada Limited, a Canadian Company existing under the Laws of the Province of Ontario, hereinafter called the Company, and the American Federation of Grain Millers (AFL-CIO-CLC) International. an international union with headquarters in Minneapolis. Minnesota. U.S.A. representing the Pillsbury Canada Limited employees at Midland, Ontario. through Local Union No. 388, hereinafter called the Union.

ARTICLE 2 PURPOSE

- 2.01 To insure true collective bargaining on matters relating to rates of pay, hours of work, and working conditions.
- 2.02 Parties of the contract have agreed the acceptance or rejection of any demand by the Union or by the Company shall be determined by recognizing at all times the imperative need to protect at one and the same time. the continuing safety of the Company's corporate structure. and the general welfare of those dependent thereon. In so doing the Company and the Union pledge themselves to respect their mutual interest by promoting loyalty, efficiency, and a true cooperative spirit at all times within the plant organization.

- 2.03 The parties hereto acknowledge their respective responsibility one to the other and to those for whom they act. Each pledges to refrain from any act, the effect of which may create a misleading or false impression of the other or which may be construed as discrimination, interference, or coercion. Company, Union and Employees will not discriminate against any employee because of sex, race, colour, creed, language, age, and national origin.

ARTICLE 3 RECOGNITION

- 3.01 The Company recognized the Union as the sole collective bargaining agent for its employees for the purpose of negotiating with respect to hours of labour, rates of pay, working conditions, and other conditions of employment; provided, however, that this recognition and this Agreement shall not apply to employees whose duties and responsibilities classify them as Supervisors, Office Employees, Laboratory Employees, Buyers, Salesmen, and employees taking the Company's regular training course for supervisory services, provided however, that trainees doing work to learn a job shall in no way displace or otherwise disturb the status of a regular employee who would normally work the job. The list of supervisory employees' positions which are exempt are as follows:
Plant Manager, Plant Engineer, Production

Manager, Supervisors

- 3.02 All employees shall become members of the Union on the thirtieth (30th) working day following the beginning of their employment and shall remain members of the Union in good standing for the life hereof as a condition of employment.
- 3.03 Notice of Union activities, regular meetings, and special meetings may be posted on Company premises and board without prior approval. Other notices may be posted after approval by the Company.
- 3.04 The Company agrees that unionized employees will not be used in a lead hand capacity.

ARTICLE 4 HOURS OF WORK

4.01 Hours

Eight (8) hours shall constitute a day's work and forty (40) hours a week's work for the purpose of computing overtime. This shall not be considered as a limitation on the number of hours per day or per week the Company may operate its plant or schedule its employees.

4.02 Schedule of Normal Working Hours and Days

- (a) The normal workweek shall consist of a Monday through Friday workweek schedule.
- (b) It is agreed the normal shift starting times shall be established by mutual agreement

between the Company and the Union. Any deviation from previously agreed upon shift scheduling for the purpose of meeting varying operational requirements shall be by mutual agreement. The Company and Union both agree to cooperate in every way possible to insure that working schedules are in accord with production requirements.

4.03 The Company will provide employees with a thirty (30) minute paid lunch break when working twelve (12) hour shifts.

4.04 Rest Periods

The Company agrees that there should be a rest period of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of each shift. A one-half (1/2) hour unpaid lunch period shall be granted each full workshift. These periods are to be allotted at the discretion of the department supervisor.

4.05 A rest period of fifteen (15) minutes will be provided between the end of regular shift and overtime, provided the employee works one (1) hour of overtime. An additional 10 minutes rest period will be provided if working beyond two (2) hours.

4.06 Employees on shift work are required to be ready and on the job in their department prepared to commence work at their shift starting time. Employees will not leave their work station until

relieved by the on-comingshift or excused by their Supervisor.

- 4.07 The Company agrees to continue its practice of allowing employees a five (5) minute wash period at the end of each half shift. For purposes of this ARTICLE, the parties agree that when an employee works three (3) minutes beyond the end of his normal eight (8) hour shift, the five (5) minute wash period shall be added to allow the employee a total of one-quarter (1/4) hour pay at the overtime rate.

ARTICLE 4 HOURS OF WORK

- 4.08 The fifteen (15) minute rest periods mentioned in ARTICLES 4.04 AND 4.05 above are inclusive of the five (5) minute wash periods which has been an historical practice and is mentioned in ARTICLE 4.07.

ARTICLE 5 OVERTIME

5.01 Pyramiding

In no event shall overtime or premium pay provided for in this ARTICLE be pyramided or duplicated. Thus, if two (2) or more of the overtime and premium pay provisions are applicable to the same hours of work, only the applicable provision yielding the largest amount of pay shall be applied. and such payment shall

satisfy the requirements of all other applicable pay provisions. However, overtime and premium rates for all hours worked shall be computed on the applicable straight-time hourly classification rate, plus the applicable shift differential.

5.02 Overtime (Daily)

An employee(s) will be notified at least two (2) hours in advance of the end of the shift on any daily overtime. Otherwise such overtime work will be voluntary on the part of the employee(s). The above does not apply in case of a mechanical or electrical breakdown.

5.03 Overtime Work

When employee's services are needed for overtime work and they notify their supervisor immediately that they do not wish to accept the overtime work, they will be excused as soon as qualified replacements can be secured who will accept the rate of the job. All parties will cooperate in securing a qualified replacement. Daily overtime will be scheduled on the basis of plant seniority and will be given to the senior employee or employees on the job in the classification where the overtime occurs.

ARTICLE 5 OVERTIME

5.04 Overtime Pay

As a general rule no employee should be allowed

or forced to work more than four (4) hours overtime on a daily basis. However, this rule may be waived in emergency situations by agreement between the Union Committee and Company.

5.05 Overtime Pay

All work performed in excess of eight (8) hours at straight time in one (1) day or forty (40) hours at straighttime in one (1) week or all work performed in excess of eight (8) consecutive hours, shall constitute overtime and shall be compensated for at the rate of one and one-half ($1\frac{1}{2}$) times the straight time hourly rate. The first eight (8) hours worked on recognized holidays which fall during the employee's first forty (40) straight time hours of work in the holiday week will be included in the forty (40) straight time hours of work for the purpose of computing overtime for hours worked in excess of forty (40) hours per week.

5.06 Saturday Pay

Hours worked by an employee on Saturday shall be paid for at one and one-half ($1\frac{1}{2}$) times his straight-time hourly rate.

- (a) In the event of time lost by reason of a labour dispute between Pillsbury Canada Limited and the American Federation of Grain Millers (AFL-CIO-CLC) International will be paid at the applicable premium rate for work performed on Saturday, Sunday or Holidays.

ARTICLE 5 OVERTIME

5.07 Sunday Pay

All work performed on Sunday shall be compensated for at two (2) times the straight-time hourly rate.

5.08 Repotting Pay Minimum

Employees called to work shall be given sufficient work to enable them to earn not less than four (4) times the applicable hourly rate of pay, or, not being given that much work, shall receive four (4) hours' pay at the applicable hourly rate.

- (a) Employees called in to fill a vacancy on the shift prior to their own shift within the same day will be given up to one (1) hour to report to work and if they report within the one (1) hour, and commences work upon reporting. will be paid for that hour, plus be given seven (7) hours work or pay in lieu of. If the employee fails to report within the one (1) hour, he or she will only be paid for the hours that they worked.
- (b) Employees called in from layoff to fill a job as a replacement for an absent employee, who are asked to come in to the job within an hour. shall be given up to one (1) hour to report to the job, and will be paid for that one (1) hour provided the employee punches in and commences work upon reporting within

the one (1) hour mentioned. If the employee fails to report within the one (1) hour, he or she will only be paid for the hours he or she worked.

- (c) In "(a)" and "(b)" above, it is understood that an employee will be paid from the time of the telephone call or the start of the job assigned, whichever is later.

5.09 Call-Back Pay Minimum

Employees called back to work after completion of a regular day's work and before the commencement of his next regular day's work, shall be paid not less than four (4) hours' pay at the applicable overtime rate. However, if employee's regular shift starts one (1) hour or less from the time they started work on the call-back, they will receive the applicable overtime rate for only such time worked on the call-back as occurs before their regular shift. Employees shall not be considered called back if they are called to work sixteen (16) hours or more after the completion of their last regular day's work; nor shall employees be considered called back if their succeeding shift is changed, provided the employees are notified of such change at or before the end of their preceding shift and seven (7) hours or more have elapsed between the two (2) shifts. For maintenance employees who are scheduled to check ammonia compressors, cold rooms, etc., on Saturday, Sunday or Holidays, the following

schedule of hours will be paid:

- (a) One (1) trip to the plant, two (2) hours of pay at the appropriate overtime rate.
- (b) If more than one (1) hour is worked four (4) hours of pay at the appropriate overtime rate.

ARTICLE 6 SHIFT DIFFERENTIAL

- 6.01 A shift differential shall be paid for all work performed on the second shift in the amount of thirty cents (.30) per hour and on the third shift in the amount of forty-five cents (.45) per hour and such shift differential shall be used in computing overtime.
- 6.02 A shift differential of thirty cents (.30) will be applied to all wage rates as outlined in ARTICLE 29 for all work performed between the hours of 3:00 p.m. and 11:01 p.m. with the exception of those hours of work performed by employees on the day shift who must complete eight (8) hours of work before the application of the shift differential becomes effective.
- 6.03 A shift differential of forty-five cents (.45) per hour will be applied to all wage rates as outlined in ARTICLE 29 for all work performed between the hours of 11:01 p.m. and 7:00 a.m.

ARTICLE 7 HOLIDAYS

7.01 Recognized Holidays

Holidays shall be:

New Year's day, Good Friday, Victoria Day, first Monday in June, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and one (1) day before Christmas Day and one (1) day before New Year's Day as well as one additional floating holiday. Our holiday schedule will remain at thirteen (13).

7.02 Any stipulated holidays falling on a Saturday will be observed on the day agreed to by the Union and Company in advance. Canada Day will be observed on the Monday next following the date of the holiday.

Any stipulated holidays falling on a Sunday will be observed on the day on which it is required to be publicly observed or in accordance with the Canada Labour Code referred to as Bill C-126.

7.03 Holiday Work Pay

All work performed by employees during the hours of their regular shift on the holidays listed in Paragraph 7.01 shall be paid for at the rate of two (2) times the regular hourly rate in addition to the holiday pay of eight (8) hours at straight-time or in addition to straight-time for hours worked, whichever is greater. For work on such holiday commencing outside the hours of their regular

shift the employees shall be paid for an early call-in, or for a call-back, whichever is applicable, as defined in Paragraphs 5.09 and 5.10, at the rate of three (3) times the regular hourly rate in addition to the holiday pay of eight (8) hours at straight-time. Work on a paid holiday shall be voluntary on the part of the employee.

7.04 Unworked Holiday Pay

Employees will be paid eight (8) times their straight-time hourly rate for the holidays listed in Paragraph 7.01 if no work is performed on these holidays provided the employee has not failed to work when scheduled, on the holiday and the employee works three (3) days during the month in which the holiday occurs, or receives three (3) days pay during the month.

7.05 Holiday Time Credit

Employees entitled to pay for a holiday not worked, as defined above, shall also be credited with eight (8) straight-time hours on that holiday for the purpose of computing their overtime pay under Paragraph 5.06, except when the holiday falls on a Saturday.

ARTICLE 8 SCHEDULING

- 8.01 The Company shall not deliberately stagger the work week in such a manner as to deprive employees of overtime. Regularly scheduled swing shifts, when practical and desirable, may be

negotiated between the Company and the Union. Supervisors. Foremen and other plant personnel excluded from the bargaining unit will not be permitted or assigned to do work covered by the bargaining unit. except as outlined in (a). (b), and (c) below:

- (a) Instructing and/or training employees
- (b) Demonstrating the correct use of tools or equipment
- (c) Acting to prevent a" accident or injury to a" employee, or to prevent product or equipment damage.

8.02 Employees may not reject work in their regular classification and thereafter use their seniority to claim work in another classification.

8.03 All pizza production employees will be assigned to one (1) of three (3) shifts. In addition, refrigerated production employees will have the following production shifts designated to them for the purpose of shift rotation when working in the pizza operation:

- Shift A Production
- Shift B Production
- Clean-up

Assignments to the A or B shift. as the case may be. shall be permanent to the extent of maintaining a balance of skills. experience. and continuity of production, Changes from one shift

to another shall be in accord with the job posting procedure as outlined in ARTICLE 15 when bid job vacancies exist or when the parties agree it is necessary to redistribute the skills or when necessitated by a reduction in force to fill available jobs. The A and B shift in the pizza operation shall be rotated every week as to general start times.

8.04 The parties agree that when a reduction in force occurs, the purpose of the following paragraphs is to generally preserve work opportunities for the more senior employees.

(a) Employees assigned to the refrigerated production operation shall, when their regular bid job is not operating, designate, in advance, eight (8) alternate choices of jobs in descending order of preference in the refrigerated operation and will, in addition, designate, in advance, six (6) alternate choices of jobs in descending order of preference, in the pizza operation to which the employee will be assigned in order of seniority and the employee's experience and qualifications for the job. It is understood that in the case where refrigerated employees' alternate choices are exhausted and refrigerated jobs are still available which have not been filled by the alternate choice system, then the employee will be assigned to available refrigerated job before exercising his alternate choices for pizza. For this

process. the refrigerated production employee (or a pizza production employee) shall be assigned to his first alternate job choice provided he has the seniority and is qualified to perform the work, then the second alternate job choice, then the third, fourth, fifth and so on depending on the job available for his seniority and qualifications. In the event none of the employee's alternate job choices are available (refrigerated and Pizza) he may then be assigned to any job available on the same shift, next to the other production shift and lastly to the clean-up operation, depending on where work is available.

- (b) Employees not assigned to the refrigerated production operation but who are assigned to bid jobs in the pizza operation, shall have six(G) alternate choices of jobs, in preference order, in the event of a reduction in force.
- (c) Each employee's choices of alternate jobs (whether eight or six) shall be made once each year effective on the anniversary date of the Agreement. These choices will remain in effect until the next Agreement anniversary date.
- (d) For each of the choices desired by an employee, the employee must be qualified to perform the job and have reasonable

expectations of attaining the job by reason of seniority.

- (e) For purposes of this ARTICLE only, the pizza operation shall consist of three (3) groupings:

Bid Jobs: Wrapping Machine Operator
Sheeter Operator
Q.C. Inspector
Case Piler
Peppamatic Operator
Ingredient Supply
Relief
cutter Inspector
Spare

Topping: Includes generally the ingredient application jobs including all jobs starting with the job after the Processor to and including the Freezer Feed Job.

Packaging: All other jobs in the pizza operation. Topping and packaging groups will be bid on as a class. Employees assigned to jobs in the Topping and Packaging groupings shall rotate jobs within each grouping.

Relief position must be qualified on all aspects of the relief positions and will be disqualified if all

functions cannot be performed.

Spare relief shall be paid relief rate,

- (f) When reduction in force occurs, if any job has not been selected as an alternate choice by any employee, then the Company shall place the most junior qualified employee in the job.
- (g) For purposes of this ARTICLE. Mixing Department and Machine Operator Department and Packing and Light Assembly Department employees shall be considered as being assigned to the refrigerated production operation. Employees in the Mixing Department and in the Machine Operators Department and Packing and Light Assembly Departments will designate, in addition to their bid job. in descending order. the jobs they will desire to work in case of reduction in force within their departments. Each employee will be scheduled for the job corresponding to their choice and available work. When more than one (2) shift is scheduled. shift assignments will be in accordance with the current practice whereby senior employees in the departments are matched on a weekly basis with the more junior employees in the department.
- (h) When it is known. in advance. a job will be

vacant due to the absence of an employee for over two (2) full shifts. the job will be assigned to the most senior qualified employee who has selected the opening in question as one of his higher alternate choices. If no employee has indicated the vacant job as a higher choice than the one he is on, the Company shall assign the most junior qualified employee to the job. It is the Company's intent to try to make changes under this clause as early as possible.

- 8.05 The employee shall be responsible for maintaining on file with the Company up to two (2) telephone numbers where he can be recalled in case of schedule changes or early call-in. The Company shall attempt to contact the employee at the numbers on file. If the Company is unable to contact the employee, a Committee member or the senior person on the shift shall verify this fact. Using the above process, although the Company will have no further responsibility to contact the employee if the employee cannot be contacted, or to provide payment under ARTICLE 5.09, the Company and Union agree it is the intent of the administration of this Section to make a good faith effort to provide four (4) or more hours' work, if work is available. to an employee not contacted.
- 8.06 Employees will not be scheduled two (2) weeks in a row on the 11:00 p.m. 7:00 a.m. shift unless they so desire or they are assigned to the

sanitation crew by reason of seniority.

- 8.07 The Company will make every reasonable effort to post employee work schedules to provide forty-eight (48) hours' notice whenever possible.
- 8.08 (a) Employees who are scheduled on the 11:00 p.m. to 7:00 a.m. shift will remain on that shift for the period the job is running that week.
- (b) If staff changes are know by twenty-four (24) hours or more in advance to an 11:00 p.m. to 7:00 a.m. shift, sanitation employees may be scheduled to the second (2nd) shift by seniority.

8.09 Manning

It is the responsibility of all employees to check the daily manning sheet posted an the bulletin board to determine where they are scheduled the next shift or day. This is to be done when leaving the plant at shift end. Any changes made after shift end, the employees will be contacted by phone.

8.10 Sunday Night Start-up

1. No overtime premium will be paid for starting at 11:00 p.m. Sunday.
2. As in the past, no production lines will be operated on the 11:00 p.m. - 7:00 a.m. shift on Friday nights.
3. Refers to turnover fruit and turnover icing.

ARTICLE 9 JURY DUTY PAY

- 9.01 Employees who are requested to be absent from work for jury service shall receive whatever straight-time pay they would have otherwise received up to and including forty (40) hours in any one (1) week less the amount of jury pay which they received for the same period. When the above is applicable, each full day of jury service shall be credited as one eight (8) hour day in the computation of overtime, and each partial day of jury service shall be credited as a partial day toward overtime. To be eligible for the above payment, employees must notify their immediate Supervisor at the time of their call to jury service and must furnish evidence of the amount of pay received for jury service.
- 9.02 The Company will reimburse employees for car mileage where applicable at the Company rate for mileage, less the amount received from the courts for mileage.

ARTICLE 10 BEREAVEMENT LEAVE

- 10.01 In the event of death in an employee's immediate family, an employee who is absent from scheduled work as a result of making arrangements for or attending the funeral will be allowed days off with pay (each day at eight (8) hours straight-time) in accord with the schedule

below as it pertains to each member of the immediate family, provided one of the days off during the period of absence is the day of the funeral.

Immediate Family Member	Max. Days Paid
Spouse or Child	8 Days
Brother, Sister, Parents. Grandchild	3 Days
Grandparents, Brother-in-Law, Sister-in-Law, Father-in-law, or Mother-in-Law	2 Days
Great Grandparents and Spouse's Grandparents	1 Day

- 10.02 Under the same conditions. an employee will be granted an additional day off with pay provided he is required to travel more than 200 kilometres one-way to attend the funeral,
- 10.03 The Company will provide for one (1) day with pay for one (1) employee acting as pallbearer for a fellow employee.
- 10.04 An employee unable to attend the funeral of an immediate family member will be allowed paid days off according to the above schedule less one (1) day.
- 10.05 The Company shall be promptly notified of the absence hereunder and the reason therefor.

ARTICLE 11 SENIORITY

- 11.01 Continuous Service

The term "continuous service" wherever used in this Agreement is the period of time that begins with an employee's date of hire. If such service is broken for any of the reasons listed under (a), (b), (c), (d), (e) or (f) below, continuous service shall commence with the employee's most recent hiring date.

Continuous service shall not be broken due to lay-off or absence due to sickness, injury, leave of absence of other legitimate reason approved by the Company. However, an employee's continuous service shall be broken if he:

- (a) quits, or
- (b) is discharged for just cause, or
- (c) has been laid off for a period of twenty-four (24) consecutive calendar months, or
- (d) fails to advise the Company of change in address or fails to report within a reasonable time when called if, in addition, the Union is given forty-eight (48) hours in which to locate such employee and arrange for his reporting to work, or
- (e) accepts a Severance allowance payment, or
- (f) takes a pension under the Pillsbury Pension Plan.

11.02 Plant Seniority

The term "plant seniority" as used herein shall

mean a period reflected by the Company's employment records of an employee's uninterrupted service. Plant seniority shall accumulate for the purpose of determining rights of employees in connection with lay-offs and recalls.

11.03 Department Seniority

- (a) The term "department seniority" as used herein shall mean the period reflected by the Company's employment records of an employee's services in a department.
- (b) Casual absences of two (2) weeks or less in the refrigerated department will be covered from the plant layoff list.

11.04 Probationary Employees

Employees shall be regarded as on probation for the first thirty (30) working days of their employment. Upon completion of the probationary period, the employee's seniority shall be retroactive to the beginning date of his last period of continuous employment. There shall be no Company responsibility for re-employment or continued employment of probationary employees. Maintenance department employees shall be regarded as on probation for the first ninety (90) days of their employment.

11.05 Seniority List

The Seniority Lists will be revised every six

months. They will be available for inspection by the employees concerned at the Production Office, or some other suitable location.

11.06 Temporary Student Help

The Company may hire summer help to cover the vacation period.

The student help will be subject to Union dues at the end of thirty (30) working day period. but not accrue seniority. The summer period is defined as from May 1st to August 31st. Employees hire outside the May 1st to August 31st period will be from the working force, if available.

11.07 New employees hired to become Regular Seniority Employees, including those who have completed their probationary period, shall be eligible for Statutory Vacations and Statutory Holidays only, during their first ninety (90) days of continuous service with the Company. Coverage for other benefits is effective on the ninety-first (91st) day of continuous service, unless specified as being later.

11.08 (a) Temporary Employees are those employees who work 1,000 hours or less in a consecutive 12-month period. Employees on maternity leave will accumulate hours and seniority for the time they would otherwise have worked.

(b) Temporary Employees can be assigned any job after bid jobs are filled by Regular

Seniority Employees or by reason of the job preference system.

- (c) Temporary Employees shall work only when all available Regular Seniority Employees are working.
- (d) Temporary Employees shall be paid \$1.00 per hour less than the rate of the job being performed. Pay shall be for the actual hours worked on each job.
- (e) Group Life, Health, Dental, Disability and Pension Plan referenced in ARTICLE 24 shall not apply to Temporary Employees. Overtime and Shift Differential payments, Funeral Leave Pay, Jury Duty Pay and Holiday Pay shall be paid as set forth in this Agreement. Temporary Employees shall receive 4% of their T-4 earnings as defined in this Agreement, as Vacation Pay each year. Entitlement to the Vacation Pay is in accord with the first paragraph of ARTICLE 17.07(c) specifying the vacation qualifying year and payable in accord with the plant shutdown clause in ARTICLE 17.06.
- (f) Temporary Employees shall not accumulate seniority toward Regular Employee Seniority Status or for other purposes covered by this Agreement, but shall be assigned to a separate seniority list for Temporary Employees. This list shall be used for the

purposes of lay-off and recall, provided the employee is qualified for the job.

- (g) Temporary Employees shall be subject to Union Membership, Dues and Initiation fees as outlined in ARTICLE 3.02 and ARTICLE 26. Temporary Employees will be come subject to the grievance procedure in ARTICLE 20 covering the terms and conditions of their employment status. There shall be no Company responsibility for re-employment or continued employment during the first thirty (30) working days. Company agrees to inform Union in writing of dismissal and reason, prior to communication with employee.

ARTICLE 12

LAY-OFFS

- 12.01 When it becomes necessary to reduce the working force at the plant of the Company, plant seniority shall apply with respect to all employees, qualifications being sufficient. In the consideration of plant seniority, it will be the practice to lay off the employee having the shortest period of plant seniority. It is recognized that some leeway is necessary to the Company in the application of this rule in order to provide for instances where specialized skill, experience, and/or ability necessitate that exceptions be made in order to insure efficient and continuous plant operations.

- (a) The interpretation of the above paragraph means that a reduction in force or lay-off shall be any day on which an employee is not scheduled to work.
- (b) In recalling, seniority shall prevail and the practice at the plant will be that the employee with the longest plant seniority will first be recalled, but the same leeway shall be due the Company as is provided for in the case of lay-offs under the above paragraph.
- (c) Further, no new employees will be hired until all available. competent and regular employees have been afforded an opportunity to return to work, except that should occasion require the services of someone especially qualified for a certain job or position which cannot be filled from the employees in the plant, this rule shall be modified to that extent. Failure to report within a reasonable time when called, failure to advise the Company of change of address, or an absence of over one (1) year may be cause for removal from consideration.
- (d) In the event of a lay-off, top seniority in the plant will be granted to the local Union President. excluding the Maintenance Department.

12.02 In the event of a permanent lay-off, the provisions of Paragraph 12.01 shall apply and the employees

affected will be allowed to use their plant seniority to claim the job of an employee with less plant seniority. qualifications being sufficient.

ARTICLE 13

NEW CLASSIFICATIONS AND RATES

- 13.01 Whenever the duties, responsibilities or other job content of any classification have changed substantially, either party to this Agreement may request a meeting with the other for the purpose of arriving at a satisfactory adjustment in rate for the same.
- 13.02 Prior to the inauguration of a permanent new classification of job, the Union shall be advised of its intended establishment. When the permanent new classification or job is created. the Company may, at its discretion, establish a temporary rate for such work, and after sixty (60) days of operation, shall negotiate with the Union a permanent rate which shall be retroactive to the effective date of the new job or classification. Job description to specify other duties as assigned pertaining to the job.

ARTICLE 14

TRANSFERS

- 14.01 (a) Temporary transfers for any reason which extend beyond sixty (60) days shall be subject to immediate review by the Union and the Company. In case a temporary

transfer for any reason is for a period longer than sixty (60) days consecutively, the Company and the Union will review such transfer to determine the employee's seniority status. In case a new classification is established, the rate for the new classification will be determined by negotiation between the Union and the Company prior to the end of the sixty (60) day period.

- (b) Employees in any classification are expected to perform any duties pertaining to the job. When an employee is assigned to a lower-rate job for the company's convenience, and work continues on his/her job, such employee shall receive the wage rate of his regular classification. In all other circumstances, the rate of the classification the employee is working in will be paid.
- (c) It is understood that nothing in the preceding paragraphs precludes an employee from agreeing to accept a lower rate of pay while serving as an apprentice or while in training for a job paying a higher rate. An employee will be deemed qualified for the rate of pay of the job involved when he satisfactorily performs the duties with no more supervision than is required by other qualified workers on the same job.

- (d) In the case of transfer for the Company's convenience, (meaning a transfer not in accord with the employee's bid job or alternate choice selection, but which is at the choice of the Company for reasons of skill) employees transferred will receive remuneration equivalent to that of the job they are transferred from, or the pay for the hours worked on the job they are transferred to. whichever is greater.
- (e) If a transfer occurs before the employee's lunch period, then the employee will get the higher rate for all hours worked on the new job. If the move is after the employee's lunch period the higher rate will also apply, plus, if the employee works one-half (1/2) hour beyond that originally scheduled for the employee. then overtime shall apply for the final one-half (1/2) hour.

14.02 Employees transferred from one department to another retain their full plant seniority, and their full department seniority in the department from which they came. After satisfactory completion of the trial period. their seniority in the new department shall be established as of the date they commenced work in the new department.

14.03 Employees accepting and/or transferring. other than temporarily, to a supervisory position and remaining for more than nine (9) months shall not retain their seniority rights in the bargaining unit.

ARTICLE 15

POSTING PROCEDURES

- 15.01 When two or more employees have equal department seniority, plant seniority shall govern; where plant seniority is equal, the earliest shift worked on the first day shall govern; and if both started work on the same day and shift, the alphabetical order of the employee's last name shall govern, beginning with the letter "A". It is understood that where the plant seniority of employees presently on the payroll is equal, the order in which they appear on the current seniority list shall prevail provided the employee's ability and physical qualities are sufficient to permit him/her to perform the job satisfactorily.
- 15.02 Employees accepting a promotion or transferring to another classification shall be given a fair trial in the new classification and shall be returned to their old position if they are unable to perform the new assignment satisfactorily. A fair trial period will be up to twenty (20) working days. Employees have ten (10) working days in which to make up their minds whether to accept a promotion.
- 15.03 Employees will be considered capable of performing the duties of their new classification in a satisfactory manner when they require no more supervision than other qualified employees in the same classification.
- 15.04 If employees move from a higher to a lower rated job for their own convenience. they will be

restricted to two (2) downward moves within a twelve (12) month period, or as agreed by the Company and Union at time of change.

- (a) If employees move to a lower rated job for their own convenience and find their new position inadequate, they may request, along with reasons as to why, that they wish to return to their former position.

15.05 Employees laid off by reason of the discontinuance of their classification or a reduction in the number of employees needed, shall be recalled to their classification in the reverse order of their lay-off before filling vacancies in the classification in accordance with the provisions of this Agreement.

15.06 Before filling vacancies in classifications the Company will post a notice of such vacancy on the bulletin board within three (3) days of job vacancy. This notice shall remain posted for three (3) working days and employees desiring to apply for the position must sign their names to the notice during that period of time. Failure to do so removes any employee from consideration for the vacant position.

If no suitable applications are received, the Company will fill the vacancy with employees on seniority not holding a job within any classification and if there are no such employees, the Company may fill the vacancy by hiring an employee for such a vacancy.

The higher rate of pay as a result of a posting shall be paid the employee only for the hours actually worked on the job while completing his trial period in 15.02.

- 15.07 If, for legitimate reasons approved by the Plant Manager and the Plant Committee, employees shall be absent from work during the above mentioned three (3) working days, due consideration will be given the employees for such advancement, provided they indicate a desire for such consideration within five (5) working days after their return to work and within thirty (30) working days from the date of posting. The company will advise seniority employees on approved leaves of such postings.
- 15.08 The Company also agrees to post the name of the employee chosen for such positions within seven (7) days. If the Company is unable to post such notice within seven (7) days, then a conference will be immediately arranged with the Plant Committee.
- 15.09 When two or more employees are selected from the same job posting to fill jobs in a classification in a different department than the one in which they have been working, they will be placed on the departmental seniority list as of the day the selection is made, but their names will be added to the departmental seniority list in accordance with their plant seniority.

- 15.10 There will be eight (8) permanent employees on the Pizza Sanitation Crew and seven (7) permanent employees on the PDP Sanitation Crew. When additional help is required, the additional help will be assigned by plant seniority from the employees on lay-off or new employees.
- 15.11 (a) The definition of "Permanent" in the above paragraph means that the eight (8) on Pizza Sanitation. and seven (7) employees on the PDP Sanitation will be regularly assigned to their respective crews when the job is functioning and cannot be replaced by senior employees on lay-off.
- (b) i. If a lay-off effects senior employees, up to two (2) senior employees on Pizza Sanitation and two (2) senior employees on PDP can displace the above mentioned permanent employees.
- ii. When there are less than four (4) permanent jobs running we will carry and equal number up to the maximum of three (3) senior employees.
- 15.12 In the event of failure on a posting or a decline, the employee concerned will be returned to their old job and the next applicant will be found by taking the next most senior person who signed the posting.
- 15.13 Employees assigned to the pizza operation shall bid according to their plant seniority and qualifications.

15.14 Disqualification

As per our agreement dated July 19, 1974, concerning employees removed from jobs as a result of errors:

1. Any employee who is disqualified from any job as a result of errors made doing that job will not be eligible to claim any work in that job category for a period of one (1) year.
2. The above one (1) year limit will apply equally to all jobs in our operations.

ARTICLE 16 LEAVES OF ABSENCE

- 16.01 (a) Upon written request of the Union, the Company will grant leave of absence to not more than two (2) employees in the plant to accept full-time positions with the Union. However, if the number of employees in the bargaining unit exceeds five hundred (500), then one (1) additional employee will also be granted a leave of absence. Plant seniority and departmental seniority shall accrue during such leaves of absence.
- (b) Employees returning to work from leave of absence shall return to the classification they occupied at the time their leave becomes effective.
- (c) The Company shall notify the Union in writing of all leaves of absence granted.

- 16.02 If an employee is required to be absent from work through service in the Reserves, or who is drafted, or volunteers for service in the Canadian Armed Forces, may be, by mutual agreement between the Plant Committee and the Company, granted a leave of absence, in writing. Such leave of absence will not interrupt an employee's continuous service.
- 16.03 An employee absent because of service requirements in the Reserves will be returned to his regular position immediately upon his return from service in the Reserves.
- 16.04 Employees serving with the Canadian Armed Forces will be returned to their former position providing they report for work within ninety (90) days after obtaining their Certificate of Discharge.
- 16.05 The Company will grant leave of absence retroactively to employees when warranted for legitimate reasons, including illness and accident. Seniority will accumulate during such leaves of absence.
- 16.06 The company will grant leave of absence without pay for a reasonable period. twice each year. to not more than three (3) employees to serve as delegates for the local Union for the transaction of Union business.
- 16.07 At the discretion of the Company, a short term personal leave of absence of one (1) or two (2) days. without pay. may be granted on an infrequent basis. All requests for leave. including

those for dentist or doctor appointments, shall be submitted at least thirty six (36) hours in advance of the effective date.

ARTICLE 17 VACATIONS

17.01 It is agreed the scheduling of all vacations shall be decided by the Plant Manager having regard to the necessity of maintaining production and seniority and, whenever it is practical, to arrange vacations to suit individual employees, an effort will be made to do so. The Company will allow two (2) employees from each department to take the same week's vacation outside the scheduled plant shutdown, except during September, November, February and March, when only one (1) person will be allowed to go. One (1) additional employee in any department may be allowed to take vacation provided Company approval is granted in accord with production requirements.

(a) The Company undertakes to give consideration to the wishes of the employees regarding staggered vacations (one (1) or more days) provided all requests are submitted at least thirty six (36) hours in advance, except when the vacation day is being used in lieu of a layoff day.

17.02 Plant shutdown schedule will be posted by April 1.

17.03 Vacation schedules will be posted by April 1 and

will be completed by May 31.

17.04 Failure to comply will result in vacation allotment according to production requirements.

17.05 The Company will allow two (2) employees from each department to take three (3) consecutive weeks' vacation outside the scheduled plant shutdown, except during September, November, February and March, when only one (1) person per department will be allowed to go for a two (2) week period. One (1) additional employee in any department may be allowed to take vacation provided Company approval is granted in accord with production requirements.

17.06 Should it be possible and advantageous to close the plant for either a one (1) week or two (2) week period, it is agreed all eligible for vacation at that time will take their vacations, provided their services are not otherwise required.

17.07 Vacation Payments

(a) Employees who at the time of the plant shutdown have accumulated unbroken service on the payroll of one (1) full year shall receive two (2) weeks' vacation with pay. Employees who have not completed a year's service, but who have more than three (3) months' employment, shall receive an amount equal to four percent (4%) of their total earnings up to the holiday.

(b) Each week of vacation shall be compensated

at two percent (2%) of the employee's gross yearly pay or forty (40) hours times their bid job hourly wage rate (or, if not assigned a bid job, the hourly wage rate of the job they are normally assigned to) at the time of their vacation whichever is the greater. The term "gross yearly pay" shall mean the T-4 earnings for the preceding calendar year and including pay for time worked including overtime, shift premium, paid meal time, paid break time, holiday pay, bereavement pay, jury duty pay (no mileage), and vacation pay. In addition to the T-4 earnings, monies paid in lieu of wages under the Workmen's Compensation Act in Ontario, and up to a maximum of forty (40) hours times the employee's hourly wage rate for each week an employee is paid a benefit from the Weekly Indemnity Plan. An employee who works 800 hours or less in the previous calendar year shall have his vacation pay calculated at 2% of total earnings for the previous calendar year for each week of vacation.

- (c) The period used as the vacation year for purposes of taking vacation, or for pro-rating vacation pay for new or terminated employees is June 1 of each year to the following May 31. Employees who have worked sometime during the vacation year

will receive vacation pay after June 1 of the following vacation year.

This will be extended one additional year for employees on extended Workmen's Compensation Leave even if no work was performed in the previous vacation year.

An employee who returns to work from an extended leave or layoff period for at least one day. shall qualify for the vacation he would normally be entitled to by reason of length of service.

- 17.08 Employees with five (5) years' continuous service shall receive three (3) weeks' vacation with pay.
- 17.09 Employees with twelve (12) years' continuous service shall receive four (4) weeks' vacation with pay.
- 17.10 Employees with nineteen (19) years' continuous service shall receive five (5) weeks' vacation with pay.
- 17.11 Employees with twenty-five (25) Years' continuous service shall receive six (6) weeks' vacation with pay.
- 17.12 Should the plant not shut down for the holiday period. the Company shall grant the above vacations in accordance with the principles of Paragraph 17.01 above.
- 17.13 Employees permanently leaving the Company payroll will receive the vacation with pay for which

they have become eligible during the year on a pro-rata basis. This provision to apply also in the case of death of an employee.

- 17.14 No employee will be allowed to work their vacation.

ARTICLE 18 SEVERANCE PAY

- 18.01 Employees who have completed two (2) or more years of continuous service with the Company and who are thereafter permanently laid off due to lack of work caused by management action in initiating any of the following changes, shall be eligible for severance pay:
- (a) Technological improvements in facilities or equipment.
 - (b) Changes in methods of production, processing, shipping, receiving, materials handling or distribution. etc.
 - (c) Permanent closing of the plant, department or part of a department or other permanent reductions in the total plant working force.
- 18.02 Employees shall not be eligible for severance pay (1) if they are eligible for normal retirement under the provisions of the Retirement Plan of Pillsbury Canada Limited and the American Federation of Grain Millers (AFL-CIO-CLC) International, (2) in the event of discharge for just cause of resignation, (3) in the event of death or (4) in the event of an

employee being offered and accepting employment elsewhere with Pillsbury Canada Limited.

18.03 Permanently Laid OM" as used in this ARTICLE 18 is defined as a lay-off resulting from the application of (a), (b), or (c) of Paragraph 18.01 above. Temporary lay-offs which extend beyond twenty-four (24) months shall be considered permanent lay-offs for the purpose of this ARTICLE 18. Lay-offs will be in accordance with ARTICLE 12 of this collective agreement. However, employees (i.e. employee A) displaced as a result of the elimination of their regular job and who are also eligible for severance pay may have the option of accepting the lay-off and receiving severance pay or exercising their seniority under ARTICLE 12 to claim another job. If they choose to exercise their seniority to claim another job, and displace another eligible employee, (i.e. employee B) with a higher, the same, or next lower classified hourly rate, then employee B shall have the option of accepting the lay-off and receiving severance pay or exercising their seniority under ARTICLE 12 to claim another job.

(a) Employee A has the option of claiming up to two (2) jobs with seniority and pay rate to commence the day after employee A notifies plant management, in writing.

(b) If employee B claims another job in the same

department where employee B was displaced, employee B will retain his/her departmental seniority.

- 18.04 Severance Allowance for eligible employees who are permanently laid off shall be based upon length of continuous service with the Company. An eligible employee who has completed three (3) full years of continuous service shall receive a Severance Allowance of three weeks' pay (120 hours) at his classified straight-time rate.

For each additional year of continuous service, an eligible employee will receive one (1) week's pay (40 hours) at the employee's straight-time classified rate. An additional forty (40) hours straight time pay for each year over twenty (20) years will be paid.

- 18.05 The severance pay will be payable to eligible employees in one (1) lump sum after it has been determined that a reduction in the work force is a permanent lay-off of any employee. The amount of the Severance Pay will be based on the eligible employee's continuous service at the time he is laid off from active work, provided he has been notified in writing by the Company that his permanent lay-off would become effective on that date.
- 18.06 Eligible employees who have been on temporary lay-off for a period of 180 or more consecutive calendar days may exercise the option of accepting severance pay or retaining their recall

rights as provided in ARTICLE 12 of this agreement.

When employees exercise their option of accepting severance pay, their continuous service for the purpose of computing their severance pay shall include the first 180 consecutive days of lay-off.

18.07 Except in the case of a permanent closing of the plant, an eligible employee may choose to defer receipt of the severance pay until:

(a) The end of the employee's allowance period of weekly unemployment compensation benefits under the laws of the Province of Ontario.

(b) The end of the employee's allowance recall period as provided in ARTICLE 12 of this agreement.

In the case of a permanent closing of the plant, an eligible employee shall receive his severance pay no later than thirty-one (31) calendar days after the last day he is actively at work with the Company.

Severance pay for which employees are eligible will be payable to an employee's dependents or estate in the event of their death after they become eligible and before they have been recalled for active work.

18.08 It is understood that upon receipt of severance pay

an employee relinquishes all recall, seniority, and employment rights with the Company.

- 18.09 In the event of a plant closing consistent with ARTICLE 18.04, it is understood that the Severance Pay Allowance will be in full and final settlement.

ARTICLE 19

PLANT COMMITTEE

- 19.01 Plant Committee of five (5) members including the President and Vice President of Local 388 will be appointed by the Union to meet and bargain with the Company on matters properly arising from time to time in administration of this Agreement.
- 19.02 Members of the Committee shall be selected in accordance with the constitution of the Union.
- 19.03 It is clearly understood the Committee members will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees, or with other Union business; in accordance with this understanding the Company will compensate such employees for the time spent in negotiating with the Company; handling grievances of employees, and attending the meetings of the plant committee, at their regular rate of pay. This does not apply on time spent on such matters outside of regular working hours. Aforementioned meetings will be held during regular working hours Monday through Friday.

- 19.04 The Union agrees to supply the Company with the names of the employees constituting the plant committee and will keep a list up-to-date at all times.
- 19.05 A copy of all notices posted on the bulletin board concerning the employees will be placed in the Union Letter Box.
- 19.06 Verbal warnings will be given in the presence of a committee member.
- 19.07 Elected Officers of the Union who may be called upon to transact business for the Union which requires their absence from duty with the Company shall, upon application and twenty-four (24) hours' notice to the proper representative of the Company, be allowed to absent themselves for sufficient time to transact such business with no pay.
- 19.08 In the future any matters agreed upon between the Company and the Union shall be reduced to writing, signed by both parties, and become a part of this Agreement and attached hereto.
- 19.09 Officers and Stewards required to be absent from *their regular duties for the purpose of investigating and processing grievances and complaints* shall notify their foreman; who shall arrange relief, if necessary. It is understood that only under emergency conditions shall a foreman refuse to grant permission to a Steward to leave his job for necessary Stewards' duties. It is agreed that Stewards shall only absent themselves from their

duties for the length of time necessary to investigate or adjust a complaint or grievance and shall report immediately upon their return to their job.

ARTICLE 20

TERMINATION, SEPARATION & GRIEVANCE PROCEDURE

20.01 (a) A claim by employees that they have been unjustly discharged from their employment shall be treated as grievance, but a written statement of such grievance must be lodged with the plant committee and the Plant Manager within three (3) working days after the last day for which the employees received their wages. The Company will advise the plant committee, in writing, whenever a Union member is discharged.

(b) Upon written request over the signature of the employee involved, the Company will notify him in writing of the reason for such suspension or discharge.

20.02 The Company shall notify the Union in writing of the termination of employment of any employee covered by this Agreement.

20.03 Disciplinary notes and letters more than twelve (12) months old:

As agreed, the following procedure will apply in future:

- (a) All notes, letters, memos. etc., will remain in and constitute a part of each employee's personal file for the duration of employment.
- (b) Notes and letters pertaining to specific disciplinary action regarding attendance and/or break periods will not be used as progressive steps through our disciplinary procedure (warning, letter, suspension) when there is a period of twelve (12) complete months or more between specific incidents. Example:
 - (i) Employee "A" verbal warning July 12, 1974 re: long breaks.
 - (ii) Employee "A" - takes long break August 15, 1975 he would again receive a verbal warning-NOT the next step which would be a written warning.
- (c) All information in any employee's file will be used when desired to develop an employee profile.

20.04 If employees have any questions or complaints which they wish to discuss with the Company, they shall:

Step 1: Discuss the matter with their immediate supervisor within five (5) working days (with the exclusion of any days the employee is on Holiday. Bereavement

Leave, Vacation or Layoff) from the time the grievance occurred. A Union Committee member may be present at this meeting if the employee so desires. The supervisor involved shall have five (5) working days to provide an answer to the employee. If this answer is not satisfactory, the employee may proceed to the next step.

Step 2: The employee, or the Union Committee, shall submit a written copy of the grievance to the Supervisor involved within five (5) working days of receiving an answer in Step 1. The Company shall supply the triplicate forms for the grievance to be processed in writing. The supervisor involved shall return two (2) copies of the form to the employee and the Union with his written answer, within five (5) working days of receipt of the written grievance. If the decision at this step is unsatisfactory, the employee may proceed to step 3.

Step 3: Within five (5) working days of the answer given the employee in Step 2, the Union Committee member may request a meeting with the Plant Manager or his designee, for purposes of settling the grievance satisfactorily. This meeting shall be held within three (3) working days of

the request, and not more than two (2) such meetings may be called in any one (1) calendar month. At this meeting a full-time representative of the American Federation of Grain Millers (AFL-CIO-CLC) International or an outside Company representative, or both, may be present.

Time limits mentioned in this ARTICLE may be waived by mutual agreement between the Company and the Union. If the grievance time limits mentioned are not observed by the employee, the grievance shall be considered null and void; if the time limits mentioned are not observed by management, the Union may proceed to the next step.

In the event the grievance is not settled satisfactorily, the grievance may be referred to arbitration.

20.05 Any grievance settled in favour of the employee shall be paid immediately upon settlement.

ARTICLE 21 ARBITRATION

21.01 (a) Step I: In the event arbitration is to be invoked, the request must be made in writing to the other party within thirty (30) working days or such *further period* as is mutually agreed upon by the Company and the

Union. One arbitrator will be appointed from a list of four (4), to be used on a rotational basis. Two names to be submitted by the Company and two by the union.

Step 2: As soon as the Arbitrator has been appointed, he/she shall meet as soon as possible to hear the evidence and receive the representations of both parties.

- (b) The Arbitrator shall not have jurisdiction to alter or change the provisions of this Agreement or to substitute new provisions in lieu thereof, nor to give a decision inconsistent with the terms or provisions of this Agreement. It shall, however, have authority to alter or amend a disciplinary penalty.
- (c) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.
- (d) Each of the parties hereto shall share the expense of the arbitrator appointed by it. and the parties will jointly bear the expense, if any. of the Arbitrator.
- (e) At any stage of grievance procedure, including arbitration. the conferring parties may have the active assistance of the

employee or employees concerned, and any necessary witnesses. All reasonable arrangements shall be made to permit the Arbitrator to have access to the plant to view disputed operations, and to confer with the necessary witnesses.

- (f) No grievance shall be considered by the Arbitrator unless it has been properly carried through all previous steps of the grievance procedure.

ARTICLE 22 MANAGEMENT RIGHTS

- 22.01 Subject to the terms of this Agreement, the Union agrees it is the exclusive function and the right of the Company to manage its plant, to maintain order, discipline and efficiency, to direct the working force. including the right to hire, suspend or discharge for just cause, to assign and reassign employees to jobs. transfer employees from department to department, to increase or decrease the working force; to determine the products to be handled, produced, processed or manufactured: to determine the schedule of production and methods. processes and means of production for handling of its products.

ARTICLE 23 CONTRACTING OUT WORK

- 23.01 (a) The Company will not contract out work

customarily performed by bargaining unit employees on the Company's premises unless:

- (i) Plant employees are not qualified by reason of lack of skill or experience to do the work required. or
 - [ii] The necessary tools or equipment are not available at the plant. or
 - (iii) Such work cannot be completed by plant employees within required time limits.
- (b) At least seven (7) days before contracting out such work, the Company will meet with the Union Committee to explain to them the kind of work to be contracted, why it is necessary to contract such work, and the approximate time which will be required to perform the work. The above notice will not be applicable in cases of breakdown or other exceptional situations requiring immediate attention.

ARTICLE 24

GROUP LIFE, HEALTH, DISABILITY AND PENSION PLANS

24.01 The Company agrees to continue for the duration of this Agreement the Group Life, Health, Disability and Pension Plan benefits as negotiated between the parties. Except for the Dental Plan, which is partly contributory, the Company agrees

to pay the costs of providing the coverages mentioned in this Article. Eligibility for benefits is governed by law or the policies in effect with the insurance plan carrier. Coverage of each of the Plans will be set forth in the booklets available for each employee.

24.02 Pension Plan

The Pension Plan provides the following pension benefits for all eligible employees on a non-contributory basis for employees:

(a) Past Service Pension

All employees with continuous service prior to June 23, 1974, will be given **at** least \$8.00 per month per year of service, including the pension purchased by the employee.

(b) All employees with continuous service from June 23, 1974, until June 22, 1976, will be given \$8.00 per month per year of service.

(c) All employees with continuous service from June 23, 1976, until June 22, 1977, will be given \$9.00 per month per year of service.

(d) All employees with continuous service from June 23, 1977, until June 22, 1979, will be give \$11.00 per month per year of service.

(e) All employees with continuous service from June 23, 1979, until June 22, 1980, will be given \$11.50 per month per year of service.

- (f) A pension benefit of \$12.50 per month per year of service for an employee with continuous service from June 23, 1980, until June 22, 1981, shall apply. A pension benefit of \$13.00 per month per year of service for an employee with continuous service from June 23, 1981, until June 22, 1982.
- (g) A pension benefit of \$15.00 per month per year of service for an employee with continuous service from June 23, 1982, until June 22, 1984.
- (h) A pension benefit of \$16.00 per month per year of service for an employee with continuous service from June 23, 1983, until June 22, 1985; and \$17.00 per month per year of service for an employee with continuous service until June 22, 1987.
- (i) A pension benefit of \$18.00 per month per year of service for an employee with continuous service from June 23, 1987, until June 22, 1988.
- (j) A pension benefit of \$20.00 per month per year of service for an employee with continuous service from June 23, 1988, until June 22, 1989; and \$22.00 per month per year of service for an employee with continuous service from June 23, 1989, until June 22, 1990.

- (k) A pension benefit of \$25.00 per month per year of service for an employee with continuous service from and after June 23, 1990.

24.03 Work-Related Benefits

- (a) 'The Company will pay \$80.00 per year per employee towards the purchase of safety shoes. This money will not be banked.
- (b) If glasses are broken at work. the Company will pay for their replacement, provided safety glasses are purchased.
- (c) For replacement of mechanic tools the Company will refund up to \$240.00 annually upon proof of purchase. Tool kits will be maintained to Company standards. This allowance applies to a tradesman or an apprentice only.

ARTICLE 25

LIMITATION ON STRIKES AND LOCKOUTS

- 25.01 During the life of this Agreement. no strike in connection with disputes arising hereunder shall be caused or sanctioned in the plant covered by this Agreement by the Union or by any member thereof and no lockouts shall be ordered by the Company in connection with such disputes.
- 25.02 Employees whose work is required for plant protection during any shutdown shall be permitted to perform faithfully such services

without interference from the American Federation of Grain Millers (AFL-CIO-CLC) International or organization affiliated therewith, or members thereof.

ARTICLE 26 DEDUCTION OF DUES

26.01 The Company will deduct from the wages of each employee an amount of dues equal to the dues set by constitutional action by the Union. This deduction will be made on a new employees on the first payroll and will be remitted to the Financial Secretary of the Union.

26.02 ASSIGNMENT OF AUTHORIZATION

TO: Pillsbury Canada Limited Midland, Ontario

I hereby assign to Local 388 American Federation Grain Millers (AFL-CIO-CLC), International, monthly dues as established by the Union pursuant to its Constitution. Laws and Regulations and an initiation fee also as established by the Union pursuant to its Constitution, Laws and Regulation.

Such regular dues shall be deducted from my first pay cheque. The initiation fee shall be deducted following the completion of thirty (30) working days service.

You are directed to remit such deduction to the Treasurer of the Union pursuant to the



provisions of the collective bargaining agreement.

I further agree that Pillsbury Canada Limited shall be saved harmless for all deductions by virtue of this authorization.

Date _____ Signature _____

26.03 Payment of Union Dues

The company will pay each current month's dues to the Union Treasurer by the fifth (5th) day of the month following.

ARTICLE 27 TERMS OF AGREEMENT

- 27.01 This Agreement shall become effective upon ratification and shall continue in full force and effect up to and including July 15, 1996.
- 27.02 This Agreement may be amended, altered, or varied at any time by mutual consent, and any such modification, alternation or variation, to be binding, shall be in writing and signed by the parties hereto, otherwise the Agreement shall be in effect for two (2) years from the date hereof and shall continue from year to year after that date unless either party gives notice in writing of intention to terminate the Agreement, or to enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty

(30) days. and not more than ninety (90) days prior to any such yearly date of termination.

- 27.03 If notice of intention to amend is given by either party in writing pursuant to the provision of the preceding paragraph, such negotiations shall commence not later than twenty (20) days after the date of such written notice, and if such negotiations do not result in agreement prior to the yearly date of termination of this Agreement, then this Agreement may be extended by mutual agreement between the negotiating parties for such further time as necessary in order to complete the negotiations.
- 27.04 This Agreement and all terms and conditions thereof shall be subject to any proper legislation in regard thereto duly enacted by the statute or regulations by the Province of Ontario and this Agreement shall be from time to time modified, extended, restricted or amended to give effect thereto.
- 27.05 Any change in the schedules of working conditions will be a matter for negotiations between the Company and the Plant Committee.
- 27.06 Any change in the schedule of classifications and their related rates will be a matter for negotiations between the Company and the Plant Committee.

ARTICLE 28
APPENDIX "A"
MAINTENANCE TRAINING PROGRAM

28.01 Maintenance Classification:

	Effective 7/01/94	Effective
Mechanical Maintenance Millwright	\$ 16.42	\$ 16.75
Apprentice III	15.66	15.99
Apprentice II	14.91	15.22
Apprentice I	14.16	14.45
Trainee	13.41	13.68

28.02 Selection of Eligibility:

Maintenance Trainee Classification will be posted.

Requirements

- ◆ physically fit for maintenance work (applicant will be required to take a physical examination).
- ◆ obtain a passing score on Bennet BB Mechanical Comprehension Test with the passing score established by joint Union and Company cooperation. The passing score will be established from a comparison between the present maintenance department norm and the mean from the general mechanical norms as outlined in the Bennet mechanical Comprehension Test Form BB Manual. The employee holding the greatest plant seniority will be tested first. The limitation on the number of times one (1) employee is eligible for the Bennet BB Test is a maximum of two (2) times.

- ◆ acceptance by Manpower training Branch as an apprentice for certified trade training. (Grade 10 educator level or passing score on Self Achievement Test set by the Manpower Training Branch).

28.03 Advancement

- ◆ Trainee to Apprentice I will be made by successfully passing basic 8-week schooling and completing initial 2,000 hours of in-plant training.
- ◆ Apprentice I to Apprentice II will be made by successfully passing 7-week intermediate schooling and completing a further 2,000 hours of in-plant training.
- ◆ Apprentice II to Apprentice III will be made by successfully passing 7-week Advanced Schooling and further 2,000 hours of in-plant training.
- ◆ Apprentice III to Maintenance Millwright will be made by completing the final 2,000 hours of in-plant training and being registered as a certified tradesman.

Limiting factors on the number of apprentices to be such as laid out by the Apprenticeship and Tradesmen Qualification Act.

Failure to complete the Apprenticeship Program will require that the apprentice would leave the maintenance staff.

28.04 Any required start-up overtime will be handled by

the rotating Maintenance Millwrights. If the need arises, Maintenance Millwright Days will be utilized to relieve or replace shift millwrights.

ARTICLE 29
APPENDIX "B"
WAGE SCHEDULE

DEPARTMENT CLASSIFICATION:

Maintenance

Electronic Electrician	\$ 17.55
Electrician..	16.94
Millwright	16.75
Millwright Days	16.75
Packaging Mechanic..	16.75
Electrician Apprentice..	13.99
Apprentice III..	15.99
Apprentice I.....	15.22
Apprentice I..	14.45
Trainee..	13.68
Help Mechanic	13.16
Utility Days..	14.88

Mixing

Mixer \$	13.84
----------	-------

Warehouse

Shipper/Receiver	\$	13.95
Whse. Clerk		13.77

Warehouse 13.48

Kliklok & Fruit and Icing

Machine Operator \$ 13.84

Packer 13.06

(a) **Refrigerated Jobs**

Sheeter Operator..... \$ 13.84

Shortening Pump Operator 13.47

Extruder Operator.. 13.47

Can Feeder.. 13.47

Capper Operator.. 13.33

Piler 13.33

Lunchroom 13.16

Relief.. 13.47

Light Assembly 12.72

Sanitation Helper 13.16

PDP Q.C..... 12.84

Lab Q.C. 13.84

(b) **Pizza Jobs/Pops Jobs**

Topping \$ 12.45

Packaging 12.45

Q.C. Inspector.. 12.45

Wrapping Machine Operator.. 12.45

Piler 12.45

Ingredient Supply 12.45

Peppamatic Operator 12.45

Sheeter 13.07

Relief.. 12.45

Spare 12.45

Dep. Room Operator 12.45
Dep. Room 12.45
Dep. Room Relief 12.45
Prep. Room 12.45

Sanitation

Plant Sanitation \$ 12.45

Refrigerated Sanitation

Sanitation Crew 10 cents extra for cleaning mixer and washroom work and the extra 10 cents/hour does not follow the employee to other jobs.

Sheeter, Operator, Refrigerated

- (a) Assist and work the whole dough line as time permits.
- (b) This rate applies to 30" dough line and Ferguson packer lines only.

Light Assembly

This classification includes Spare Jobs such as Washing or cutting dirty fruit or icing or sorting or repacking product. .

AMERICAN
FEDERATION OF **GRAIN**
MILLERS (AFL-CIO-CLC)

PILLSBURY
CANADA LIMITED

Reg Firth

May Ann Boyer

Reg Firth

May Ann Boyer

Barb Duval

Jane, Cullen

Barb Duval

Janet Cullen

Pamela Donnelly

Michael Warren

Pamela Donnelly

Michael Warren

Terry Schell

Terry Schell

Grace Heels

Grace Heels

Shawn J. Grimm

Shawn J Grimm