# Collective Agreement Between PILLSBURY CANADA LIMITED MIDLAND, ONTARIO

And



## BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS LOCAL 388 G

Term of Agreement June 01, 1999 through May 31, 2002

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#### 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 Bakery, Confectionery, Tobacco Workers and Grain Millers Local 388 G (AFL,CIO,CLE) International, an International Union with headquarters in Kensington, Maryland, U.S.A. representing the Pillsbury Canada Limited employees at Midland, Ontario, through Local Union No. 388 G, 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 genera! welfare of those dependent thereon. In so doing the Company and the Union pledge themselves to respect their mutual interest by promoting loyalty, efficiency, safety and a hue 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, harassment, 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 recognizes 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, Managers, Team Leaders, 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.

- 3.02 All employees shall become members of the Union on the sixtieth (60<sup>th</sup>) 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 Management and the Union to establish a subcommittee of the Labour/Management committee with equal representation, for the purpose of identifying suitable candidates for Lead Hand assignments. Each candidate and assignment to be assessed separately. The subcommittee will report at monthly Union Management Committee meetings any concerns regarding lead hand issues. Lead Hands will not be involved in any disciplinary procedures. The rate of pay for Lead Hands will be \$1.50 per hour over their rate of pay for their current position.
- 3.05 A pool of qualified, trained lead hands will be maintained, in addition to the daily requirements. Lead hands will be cycled every three months to ensure continuity of qualifications.
  - a) There will be no more than one (1) lead hand rotating per shift in any given week.
  - b) Lead hands will be trained on line positions to better understand the line, but not with intention to displace others. Lead hands in the general pool will be utilized in the event of absence for sickness, vacation, overtime, ect.

c) Lead hand overtime will be awarded in accordance with Article 5.

#### 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) Any regular scheduled three (3) shift production line operation will start on Sunday night at I 1:00 PM. If production requires that certain positions begin work before 1 1:00 p.m. due to statup issues, those employees shall he paid at one and one half (1 & 1/2) times their regular straight time rate for that time. In the case of twelve (12) hour extended shifts the regular start time shall be 7:00 p.m.
- c) It is agreed the normal shift starting times shall be established by mutual agreement between the Company and the Union. Any deviation from the previously agreed upon shift scheduling for the purpose ofmeeting 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.
- Any scheduled RBG line sanitation shall commence immediately following the completion of that day's scheduled production.

4.02 The Company will provide employees with a thirty (30) minute paid lunch break when working twelve (I 2) hour shifts.

#### 4.04 Rest Periods

The Company agrees that there should be a rest period of fifteen (I 5) 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 work shift. These periods are to be allotted at the discretion of the department team leader.

- 4.05.1A rest period of fifteen (15) minutes will be provided between the regular shift and overtime, provided the employee works one (I) hour of overtime, An additional 10 minutes rest period will be provided if working beyond two (2) hours.
- 4.06 Employees on shift work arc required to be ready and on the job in their department prepared to commence work at their shift starling time. Employees will not leave their work station until relieved by the on-coming shift or excused by their team leader.
- 4.07 The Company agrees to continue its pratice 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/her normal eight(8) hour shift, the five (5) minute wash period shall be added to allow the employee a total of one-quarter hour pay at the overtime rate.
- 4.08 The fifteen (15) minute rest periods mentioned in ARTICLES 4.04 AND 4.05 above arc 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 position rate, plus the applicable shift differential.

#### 5.02 Overtime (Daily)

- a) 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.
- b) All overtime work in excess of eight (8) hours per week will he voluntary on the part of the employee, except those employees who work daily overtime as part of their regular work week. Those employees would be required, if necessary, to work eight (8) hours overtime over and above the regular daily overtime they work per week, after which any overtime would be voluntary.
- c) All overtime work hours that are vacant by senior employees not wanting to work the overtime on Saturdays, Sundays and recognized holidays will be tilled by the most junior qualified employee.

#### 5.03 Overtime Work

- When employee's services are needed for overtime work and they notify their Team Leader 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 offered as follows:
  - a) first to the person who is moved from their scheduled position for company convenience, and
  - b) next to the person on the job during regular hours and
  - next by departmental seniority subject to qualifications and skill being sufficient and
  - then by plant seniority, qualifications and skills being sufficient
- Employees who wish to work weekend overtime must have the positions desired in their choices in order to work

#### 5.04 Overtime Pay

All work performed in excess of eight (8) hours at straight time in one (I) day or forty (40) hours at straight time in one (1) week or all work performed in excess of eight (8) consecutive hours, shall consitute overtime and shall be compensated for at the rate of one and one-half (I ½) 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.

Employees scheduled for Monday day shift cannot be awarded Sunday midnight overtime (I I p.m. 7 a.m.) shift.

#### 5.05 Saturday Pay

Hours worked by an employee on Saturday shall be paid for at one and one-half (1-1/2) times his/her straight-time hourly rate.

- (a) In the event of time lost by reason oft labour dispute between Pillsbury Canada Limited and the Bakery, Confectionery, Tobacco Workers and Grain Millers Local 388 G (AFL-CIO-CLC, International) will be paid at the applicable premium rate for work performed on Saturday, Sunday or Holidays.
- (b) Production lines running between 11:00 PM Friday and I1:00 PM Saturday, will be paid at one and one-half (1-1/2) times the straight time hourly rate.
- (c) No employee will be awarded two shifts of weekend overtime on the same schedule date, unless no other qualified employee has signed for the other shit?.

#### 5.06 Sunday Pay

All work performed on Sunday shall be compensated for at two (2) times the straight time hourly rate. Except in those **cases** where production start times are staggered due to either shift or start-up as per article 4.02.

- (a) Production lines running between I 1:00 PM Saturday and 11:00 PM Sunday, will be paid at two (2) times the straight time hourly rate.
- (b) No overtime premium will be paid for starting at 11:00 PM Sunday on Production lines.

#### 5.07 Reporting Pay Minimum

Employees called to work shall be given sufficient work to enable them to earn not less than four (4) hours at 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 (I) hour, he or she will only be paid for the hours that they work.
- (b) Employees called in from layoff to till 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 (I) hour to report to the job, and will be paid for that one (I) 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 (I) 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.

#### 5.08 Call-Back Pay Minimum

Employees will be called back to work as outlined in Article 5.03. Employees called back to work after completion of a regular day's work and before the commencement of his/her 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 (I) trip to the plant, two (2) hours of pay at the appropriate overtime rate.
- (b) If more than one (I) hour is worked four (4) hours of pay at the appropriate overtime rate.
- 5.09 Management will make every reasonable effort to provide the necessary training for employee's who are not qualified for regular production or overtime work on weekends and holidays, if such employees have a reasonable expectation of acquiring such work by reason of their seniority.

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-five cents (.35) per hour and on the third shift in the amount of fifty cents (.50) per hour and such shift differential shall be used in computing overtime.
- 6.02 A shift differential of thirty-five cents (.35) will be applied to all wage rates as outlined in ARTICLE 29 for all work performed between the hours of 3:00 pm and I1:01p,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 fifty cents (.50) 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 (I) day before New Year's Day as well as one additional floating holiday (representing Heritage Day). 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 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. Far work on such holidays 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 5.07 and 5.08, at the rate of (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, an the holiday and the employee works five (5) days during the month in which the holiday occurs, or received five (5) days pay during the month.

## Article 8 STAFFING SCHEDULE

- 8.01 The company shall not deliberately stagger the workweek 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, Team Leaders 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 an accident or injury to an employee, or to prevent product or equipment damage.
- 8.02 Employees may not reject work in their regular position and thereafte us their seniority to claim work in another position.
- 8.03 All employees will be assigned to either an "A" or "B" shift designation for the purposes of shift rotation during any two-shift operation. For the purposes of shift rotation during any three shift operation, positions on the third shift will be tilled by those employee who hold 3<sup>rd</sup> shift postings, these employees will have a "C" designation along with their regular "A" or "B" shift designation for the purpose of any two shift rotation.

A two shift rotation calendar starting after the plant shutdown will be set up for the purpose of scheduling designated shifts for the next fifty-two (52) week period.

Assignments to these "A", "B" and, or "C" shifts shall be permanent to the extent of maintaining a balance of skills, experience and continuity of production. Changes from one shift to another shift 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.

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 shall, when their regular bid job is not operating, designate, in order of preference, unlimited alternate primary choices in all areas of operations.
- (b) Employees will list all jobs for which they wish to work on their choice sheet within their primary and secondary and sanitation choices or will face layoff.
- (c) Employees who hold "C" shift bid jobs will be scheduled to these positions any time their bid job is running, or was running to start the week (if they can obtain if by seniority). If their bid job is not running once they have begun to work on the "C" shift they will follow all production choices on that shift as long as they are able to obtain these by way of seniority.
- (d) All lines will follow a two shift rotation separate from any third shift operation. All A's to be scheduled on the same shift All "B's" ta be scheduled on the same shift.
- (e) Employees will follow all primary choices on their given shift before proceeding to the next shift and only to the "C" shift before layoff.
- (f) The employees choice sheet will have a primary list of choices, to include any qualified position in the RBG or Snacks operation an employee wishes to be assigned to for the purpose of scheduling.
- (g) Employee choice sheets may also Include a secondary list of any Snacks choices an employee wishes to perform before they would be laid off.
- (h) The choice sheet for each employee will include any position an employee wishes to be scheduled to for the purpose of shift rotation. The employee will be scheduled to these choices on their letter shift first and the opposite shift second in order of preference.

- (i) The employee choice sheet will also include a separate area at the end for any line sanitation jobs an employee may wish to perform if qualified before lay off.
- (j) Day to day scheduling will be as follows; first by primary choices on the designated letter shift, second by primary choices on the opposite letter shift, third by secondary choices on the letter designated shift, fourth by secondary choices on the opposite shift, fifth by primary and secondary choices on the 3<sup>rd</sup> ("C") shift, and lastly by sanitation choices listed in the sanitation section.
- (k) Department employees will follow all department choices on the designated shift first, opposite shift second. If they are unable to obtain a department job on either the first or second shift they will follow their alternate choices. First on the designated shift, second on the opposite shift as in accordance with (J)
- (I) For the purpose of RBG vacancies, employees who hold Snacks bid jobs must place any RBG choices to which they wish to advance ahead of their Snacks bid job in their choices. Employees who arc regularly scheduled in the Snacks operation, who do not hold a Snacks bid job, who wish to advance to the RBG section must place their RBG choices ahead of their Snacks choices.
- (m) All overtime will be awarded based on the employee's choice list. Employees may sign up for jobs in any order they choose for Saturday and Sunday and Holidays provided these jobs arc within their choice list (primary, secondary and sanitation section).
- (n) 3<sup>rd</sup> or "C" shift posted jobs will not be considered department jobs, or included in any reference to departments in this agreement
- (o) Employee's choices of alternate jobs shall be made once each year effective on the first day after the Civic Holiday. These choices shall remain in effect for fifty-two (52) weeks.

- (p) 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. Employees will not be disqualified from a job choice if the employee requires eight (8) hours or less refresher training. Employees may add Cookie Piler as a choice along with a "T" designation for training if the employee is not qualified. If an employee becomes qualified on a job after the choices have been made, it will be added to their choices as follows: if it is an RBG position the job will be listed after the employee's last RBG job choice. If it is a Snacks position the job will be listed after the employee's last Snacks job choice.
- (q) All employees in every department must be qualified on all aspects of all functions within that department as long as they have a reasonable expectation of attaining the job by reason of seniority.
- (r) Employees holding Snacks Relief as a bid job must be qualified on all aspects of the relief positions and will be disqualified if all functions cannot be performed. Employees holding relief as a bid job will specify each and every relief position in order of preference.
- (3) When reduction in force occurs, if any job has not been selected by any employee, then the company shall place the most junior qualified on the shift in the job.
- (t) Employees in the Mixing Department, and in the Machine Operators Department, Shipping Department, Warehouse Department, RBG Sanitation Department and Snacks Sanitation Department will designate, in descending order, the jobs they will desire to work in case of reduction in force within their departments for the purpose of a two shift rotation. If unable to attain a department job on the "A" or "B" shift they will follow their primary and secondary choices as outlined above.
- (u) When it is known, in advance of preparing the staffing schedule that a job will be vacant due to the absence of an employee the job will be assigned to the most senior qualified employee who

is not scheduled on an RBG bid job, who has selected the opening in question as one of their higher alternate choices *on* the same shift first. If no employee has indicated the vacant job as a higher choice than the one he/she is on, the Company shall assign the most junior qualified employee to the job on the same shift first. It is the Company's intent to try to make changes under this clause as early as possible.

- (v) When a bid job is to be scheduled on the Staffing sheets even though actual production is not, these positions will be tilled through the usual procedure of bid jobs and choices.
- 8.05 The employee shall be responsible for providing a current telephone number and alternate, if available, where they can be contacted. It shall be the Employee's and Company's responsibility to make contact before the start of each week, if they did not work the prior week or are absent due to weekly illness or other, to verify scheduling. Employee verification calls for the next week's production will be made between Thursday at 12 noon and Friday at 9:00 p.m. Both days the call will be verified. If the Company is unable to reach an employee by 9:00 p.m. on the Friday, the call will be verified and the employee replaced provided the employee hasn't verified scheduling.

The Company shall attempt to contact the employee at the numbers on file. If the Company is unable to contact the employee by 9 p.m. Friday, an hourly employee on the same shift shall verify the fact, using the above process the Company will have no further responsibility to contact the employee.

 The day to day replacement of employees due to sickness, leave of absence and vacations would be done as follows:

#### **RBG VACANCY**

- (a) In the case of a department vacancy, the first person not working in their department, by department seniority, will be returned to the department to fill the vacancy (qualifications, skill and seniority being sufficient).
- (b) In the event of an RBG vacancy, the senior qualified employee working on the snacks line on the same shift who has the

vacancy in question as a higher alternate choice, or listed ahead of their snacks bid job in their alternate choices will advance to the RUG vacancy and the Snacks vacancy will be filled by procedure (e) to (i).

- (c) In the event that "a employee on the same snacks shift has the opening in question as a higher alternate choice, or ahead of their Snacks bid job, the junior qualified employee on the same shift willfill the vacancy. The vacancy left by the junior qualified employee will be filled by procedure (e) to (i) if it is a snacks vacancy. If the junior qualified employee was moved from another RBG position that vacancy will be filled by procedure's (a) and (b).
- (d) If following procedure's (a) and(b) does not fill the RBG vacancy, the most senior qualified person on call will be brought in to fill the vacancy. An effort will be made to train a" employee who has an expectation of attaining the original vacancy. If no employee on the call in list is qualified then the junior qualified from the opposite shift will be moved to fill the vacancy.

#### SNACKS VACANCY

- (e) Call the first person on the lay off list.
- (f) If the first person on the lay off list is qualified they will fill the Snacks vacancy.
- (g) If the first person on the lay off list is not qualified for the vacancy, the vacancy will be tilled with the senior qualified Snacks employee on the same shift who has the vacancy in question as a higher alternate choice (or bid job) than the position they are currently scheduled to perform.
- (h) If no employee is available for (f) the" the vacancy will be filled with the junior qualified employee on the same Snacks shift.

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- (i) If no employee is qualified on the same shift after procedures (f) and (g) then the vacancy will be filled with the senior qualified employee from the lay off list. If no employee on the layoff list is qualified, then the junior qualified employee from the opposite shift will All the vacancy.
- (j) If the first employee on call is not qualified for Topping, Snacks Packaging or Snacks Piling, and this is where the vacancy lies after steps (a) to(i) this employee will be offered training for this position the same day. If the employee is not available, they will be trained the next day. If the employee is not available for the next day, it will be considered that they have declined the training at this time and will be documented as such. Training for this employee will then take place at the company's convenience.
- (k) If the vacancy occurs on the "C" shift, the vacancy will be filled by the first qualified person on call. If no person on call is qualified, the vacancy will be tilled with the junior qualified person on the "C" shift and that vacancy will be tilled by the first qualified person on call. In the event that no employee on the "C" shift is qualified to till the vacancy, it will be filled by moving the junior qualified employee off of the day shift.
- Employees scheduled for early start-up, that qualify for advancement to the RBG production lines, will not be reassigned, but will be paid the higher rate and vacancy will be filled by following I (c)to 1 (f).
- 3. (a) Should a vacancy become apparent on the first shift for either the second or third shift, an attempt to fill the vacancy will immediately occur. Should it not be possible to contact the first employee on the lay-off list by 1 1:00 AM, that employee will be bypassed, subject to verification and management will go on to the next employee on the list.
  - (b) Staffing notification calls will be made up to 9:00 p.m. on any given workday for the following day's schedule. Anyone not contacted by 9:00 p.m., subject to verification, will be bypassed and the next employee will be contacted.

- **8.06** The Company will make every reasonable effort to past employees work schedules to provide forty-eight (48) hours notice whenever possible.
- 8.07 When a new job is created between choice sessions the new job will be added to each employee's choice list where the employee indicates.
- 8.08 It is the reponsibility of all employees to check the daily staffing sheet posted on 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.
- 8.09 Staffing procedures will be posted for further reference,
- 8.10 Once shift or position trades have been approved by a Team Leader, the employees involved will assume the seniority rights of the other employee during the shift in question. When people trade jobs they cannot then use their own seniority to claim overtime as a result.
- 8.II a) Bid jobs left vacant at any time by an employee being absent will be tilled by the day to day scheduling of employees as outlined in article (8). If the vacancy is due to a prolonged absence, the Union Committee may request that a Training Sign-up sheet be posted for the purpose of assuring that the most senior employee available has the opportunity to obtain the vacancy.
- b) Training to be awarded to the **most** senior employee who has a reasonable expectation of attaining the position by bid job and choice procedure. Once training is complete the employee must place this job within their choices so that they are able to attain this job by seniority for the length of the vacancy.

## Article 9 JURY 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 (I) 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

In the event of death in an employee's immediate family, an employee 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

pertains to each member of the immediate family Immediate Family Member

Max. Days Paid

Spouse or Child or Step Child or Parents

8 days

Brother, Sister, Grandchild, Step Brother, Step Sister, Step Parent, Grandparents, Brother-In-Law, Sister-In-Law, Father-In-Law or Mother-In-Law

1 Day

10.02 Under the same conditions, an employee will he granted an additional day off with pay provided he/she is required to travel more than 200 kilometres one-way to attend the funeral.

Great Grandparents and Spouse's Grandparents

- 10.03 The Company will provide for one (I) day with pay for any employee acting as pallbearer for a fellow employee.
- 10.04 The Company shall be promptly notified of the absence hereunder and the reason therefore.

#### Article I 1 SENIORITY

#### I 1.01 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 hire date.

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

- (a) quits, or
- (b) is discharged for just cause, or
- (c) has been laid off or is sick 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 resonable time when called if, in addition, the Union is given forty-eight (48) hours in which to locate such employee and arrange for his/her 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 continuous service. Plant seniority shall accumulate for the purpose of determining rights of employees in connection with lay-offs and recalls.

#### 11 03 Department Seniority

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.

#### 11.04 Probationary Employees

Employees shall be regarded as on probation for the first sixty (60) working days of their employment. Upon completion of the probationary period, the employee's seniority shall he retroactive to the beginning date of his/her 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 one hundred and twenty (120) days of their employment. The probationary period may be extended by mutual consent of the union and the company on a case by case basis.

#### 11.05 Seniority List

The Seniority lists will be revised **every three** months. They will be available for inspection by the employees concerned at the Production Office, or some other suitable location. Effective July 16,1996, the Seniority list will show two dates:

- (a) The date of hire for purposes of vacation, layoffs and recalls.
- (b) The date of completion of 950 hours for the purposes of pension and benefits.

All employees hired from and after July 16,1996 will follow I 1.05 a) and b), and will have lower seniority than all current Regular, Casual and Probationary employees. All employees on the current seniority list as of July 15,1996, will follow rules in effect as at their date of hire.

#### 11.06 Temporary Student Help

The Company may hire summer help to cover the vacation period but that help will not accrue seniority The summer period is defined as from May I<sup>st</sup> to August 31<sup>st</sup>. Employees hired outside the May 1<sup>st</sup> to August 31<sup>st</sup> period will be from the working force, if available.

#### 11.07 Maintenance Employees

New employees hired to become Maintenance Regular Seniority Employees, including those who have completed their probationary period, shall be eligible for Statutory Vacations and Statutory Holidays only, during their first one hundred and twenty (I 20) days of continuous service with the Company. Coverage for other benefits is effective on the first of the month following completion of one hundred and twenty (120) days of continuous service, unless specified as being later.

#### 11.08 Regular Employees

A regular employee base of a maximum 190 employees will be maintained. Once an employee has worked 950 hours in a consecutive (12) twelve-month period he/she will be eligible for regular employee status only if this does not increase regular employee base over 190.

#### 11.09 Casual Employees

A two-tier system of casual employees will be maintained.

Tier I: A casual worker will be hired at \$2.00 per hour less than

the job rate in the collective agreement for the first

twelve (12) months of employment.

Tier 2: During the second year of employment and thereafter the

Casual employee will be paid \$1.00 per hour below contract rates.

Casual employees will receive benefits after 950 hours worked in a consecutive twelve (12) month period

- (a) Employees will be considered Casual, until these employees have 950 hours (including recognized holidays) in a consecutive twelve (12) month period. Employees eligible for maternity, jury duty, parental and WSIB leave, will accumulate hours and seniority for the time they otherwise would have worked.
- (b) Casual 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.
- (c) Group Life, Health, Dental, Disability and Pension Plan referenced in ARTICLE 24 shall not apply to Casual Employees. Such benefits shall apply at the beginning of the month following completion of 950 hours in a consecutive twelve (12) month period. Casual employees shall receive 4% of their T-4 earnings as defined in this agreement, as vacation pay each year.
- (d) Casual Employees shall be subject to Union Membership, dues and Initiation fees as outlined in ARTICLE 3.02 and ARTICLE 26. Casual Employees will became subject to the grievance procedure in ARTICLE 20 covering the terms and conditions of their employment status. There shall be no Company responsibility for reemployment or continued employment during the first sixty (60) working days. Company agrees to inform Union 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) la 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, 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 ta 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.

#### ARTICLE 13 NEW POSITIONS AND RATES

- 13.01 Whenever the duties, responsibilities or other job content 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.
- 13.02Prior to the inauguration of a permanent new job, the Union shall be advised of its intended establishment. When the permanent new job is created, the Company may at its discretion, establish a temporary rate for such work, and after thirty (30) days of operation, shall negotiate with the Union a permanent rate which shall be retroactive ta the

effective date of the new job. 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 position is established, the rate for the new position 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 position an 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/her regular position. In other circumstances, the rate of the position 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 he deemed qualified for the rate of pay of the job involved when he/she 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 from, or the pay for the hours worked on the job they are transferred to, whichever is greater. Any one

- transferred from a three (3) shift operation to a two or one shift operation shall receive a paid lunch and break.
- (e) If a transfer occurs, then the employee will get the higher rate for all hours, full or partial, worked on the new job.
- 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 and their previous department seniority shall no longer exist.
- 14.03 Employees accepting and/or transferring, other than temporarily, to all Management positions referred to in Article 3 Recognition, clause 3.01. and remaining for more than nine (9) months shall not retain their seniority rights in the bargaining unit. Employees transferring for nine (9) months or less must work within the bid jobs and choices list system for at least six months before being eligible for a second temporary transfer within the length of this contract.

## Article 15 POSTING PROCEDURES

- 15.01 When two or more employees have equal plant seniority, 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 seniority along with the employees' ability and physical qualities, will be the determining factors in awarding positions.
- 15.02 Employees accepting a promotion or transferring to another position shall be given a fair trial in the new position and shall be returned to their old position if they are unable to perform the new assignment satisfactorily. Management and Employees have fifteen (15) working days to come to a decision on accepting a job posting.

- 15.03 Employees will be considered capable of performing the duties of their new position in a satisfactory manner when they require no more supervision than other qualified employees in the same position.
- 15.04 Employees will be allowed to obtain three (3) job postings in a twelve (12) month period. The following will not be considered in the above:
  - An employee returns by choice to their previous job before the sixth working day of the trial.
  - An employee is unsuccessful in the job, and is returned to their previous job by the company before the end of the trial period.
  - 3) Temporary posting
    - (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, they wish to return to their former position.
    - (b) Employees holding a temporary posting or Lead Hand position may not use their department seniority to claim daily overtime when not scheduled on their bid jobs.
    - (c) When an employee cannot obtain their temporary position by reason of seniority or position is not functioning that day, they will return to their original bid job and then choices.
- 15.05 Employees laid off by reason of the discontinuance of their position or a reduction in the number of employees needed, shall be recalled lo their department in the reverse order of their lay-off before filling vacancies in the department in accordance with the provisions of this Agreement.
- 15.06 Before tilling vacancies, 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 position 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/her 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, doe 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 five (5) working days. If the Company is unable to post such notice within five (5) working 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 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 twelve (12) permanent employees on the Snacks Sanitation crew and eight (8) permanent employees on the RBG Sanitation crew. When additional positions are required, the additional positions will be assigned by plant seniority from the employees on lay-off or new employees.

- 15.11 (a)Among the twelve (12) permanent employees on the Snacks Sanitation Crew, the nine (9) most senior permanent members of the crew, will be protected. Among the eight (8) permanent employees on the RBG Sanitation Crew, the six (6) most senior permanent members of the crew will be protected.
  - (b)The definition of "protected" in the above paragraph means that the nine (9) protected employees on Snacks Sanitation and six (6) protected employees on RBG Sanitation will be regularly assigned to their respective crews when the job is functioning and cannot be replaced by senior employees on layoff. The three (3) non-protected employees on the Snacks Sanitation crew and two (2) non-protected employees on the RBG Sanitation crew can be bumped by senior qualified employees facing layoff.
  - (c)In cases where the RBG and Snacks line is not running production, one Protected Sanitation employee will be utilized for two senior qualified employees up to a total of four. Thereafter, the jobs will be filled on the basis of senior qualified employee first.
- 15.12 In the event of failure on a posting or a decline, the employee concerned will be returned to their old job, and if within thirty (30) days of the job posting, the next applicant will be found by taking the next most senior person who signed the posting. After thirty (30) days, the job will be re-posted.

#### 15.13 Disqualification

 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, including Lead hands. 2.The above one (I) 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 a 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 (I) 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 position 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 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.
- An employee absent because of service requirements in the Reserves will be returned to his/her regular position immediately upon his/her return from service in the Reserves.
- Employees serving with Canadian Armed Forces will be retuned 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 leaves 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 leaves 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.
- At the discretion of the Company, a short term personal leaveof-absence of one (1) or two (2) days, without pay, may be
  granted on an infrequent basis if said employee has booked all
  vacation days. All requests for leave, including those for dentis
  or doctor appointments, shall be submitted at least forty-eight
  (48) hours in advance of the effective date. The Company will
  consider and attempt to accommodate each request on its own
  merit, if less than forty-eight (48) hours.

## Article 17 VACATIONS

- 17.01 It is agreed the scheduling of all vacations shall be decided by Plant Management having regard to the necessity of maintaining production and seniority and, whenever it is practical, to arrange vacations to sui 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 (I) 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 (I) or more days) provided all requests are submitted at least twenty four (24) hours in advance of scheduled shift start time, subject to Company approval. except when the vacation day is being used in lieu of a layoff day. Such absences shall be filled using the replacement procedure. Up to five (5) vacation days may be used in lieu of absence due to illness, but will be recorded as an unexcused absence. These days to be at Company discretion.

- 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 30th.
- 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 (I) additional employee in any department may be allowed to take vacation provided Company approval is granted in accord with production requirements.
- 17.06 For the purpose of a plant shutdown referred to in Article 17.02, for either a one (I) 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. If there is not a scheduled plant shutdown, the Company shall grant the above vacations in accordance with the principles of paragraph 17.01 above.

#### 17.07 vacation Payments

- (a) Any employee who has completed 950 hours in a consecutive twelve (12) month period or is a regular employee by seniority #I to #190 will receive full vacation pay out.
- (b)Employees who at the time of the plant shutdown have accumulated unbroken service on the payroll of one (I) full year shall receive two (2) weeks' vacation with pay. Employees who have not completed a year's service shall receive an amount equal to four percent (4%) of their total earnings up to the holiday.
- (c)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. After fifteen (15) years of continuous service each week of vacation shall be compensated at two and one half percent (2 ½%) of the employees 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, bereavement pay, jury duty pay (no mileage), and vacation pay. In addition to the T-4 earnings, money's paid in lieu of wages under the Worker'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. A Casual employee who works 950 hours or less in the previous calendar year shall have his/her vacation pay calculated at 4% of total earnings for the previous calendar year.

(d)The period used as the vacation year for purposes of taking vacation, or for prorating vacation pay for new or terminated employees is June 1 of each year to the following May 3 1. Employees who have worked sometime during the vacation year will receive vacation pay after June 1 of the following vacation year.

An employee who returns to work from an extended leave or lay off period for at least one day, shall qualify for the vacation he/she 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 seventeen (17) years' continuous service shall receive live (5) weeks' vacation with pay.
- 17.11 Employees with twenty-five (25) years of continuous service shall receive six (6) weeks' vacation with pay.

- 17.12 Employees permanently leaving the Company payroll will receive the vacation with pay for which they have become eligible during the year on a pro-rated basis.' This provision to apply also in the case of death of an employee.
- 17.13 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 (I) if they are eligible for normal retirement under the provisions of the Retirement Plan of Pillsbury Canada Limited and the Bakery, Confectionery, Tobacco Workers and Grain Millers (AFL-CIO-CLC) International Local 388G, (2) in the event of discharge for just cause or 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 Off" 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 he 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 Å) 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, 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. Employees will be eligible for the severance option as outlined above, if their bid job is eliminated and they are not offered or are unable to perform other job functions by virtue of their seniority, qualifications or physical abilities.

- (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) When an employee has their bid job eliminated by the company, the employee being effected will have the opportunity to "bump" into any department and be fitted into that department by seniority level for scheduling according to their plant seniority.
- (c) If employee B claims another job in the same department wher employee B was displaced, employee B will retain his/her department 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/her normally assigned straight-time rate.

For each additional year of continuous service, an eligible employee will receive one (1) weeks' pay (40 hours) at the employee's straight time normally assigned 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/she is laid off from active work, provided he/she has been notified in writing by the Company that his/her permanent lay-off would become effective on that date.
- 18.06 Eligible employees who have been on temporary lay-off for a period of 270 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 shall include the first 270 consecutive days of layoff.
- 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.
  - (c) 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.
- 18.10 In the case of a permanent closing of the plant, an eligible **employee** shall receive his/her severance pay no later than thirty-one (31)

calendar days after the last day he/she is actively at work with the Company.

# Article 19 PLANT COMMITTEE

- 19.01 Plant Committee of five (5) members, includes the President and the Vice President and three (3) shop stewards, of Local 388 G 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 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 nayay.

- 19.07 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.
- 19.08 Plant Committee members required to be absent from their regular duties for the purpose of investigating and processing grievances and complaints shall notify their Team Leader, who shall arrange relief, if necessary. It is understood that only under emergency conditions shall a Team Leader refuse to grant permission to a Plant Committee member to leave his/her job for necessary Plant Committee member's duties. It is agreed that Plant Committee members 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 & GRIEVANCE PROCEDURE

- 20.01(a) A claim by employees that they have been unjustly discharged from their employment shall be treated as a grievance, but a written statement of suchgrievance must be lodged with the plant committee and the Company Representative 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/her in writing of the reason for such suspension or discharge.
  - (c) Verbal warnings will be given in the presence of a committee member.
- 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
  - Employee "A" -verbal warning July 12,1974 re; long breaks.
  - (2) Employee "A" takes long break August 15,1975 he/she would again receive a verbal warning-NOT the next step which would be a written warning
- (c) All information in any employee's tile will be used when desired to develop an employee profile.
- (d) Management will make every reasonable effort to communical disciplinary action to employees as soon as practical following the completion of investigation.
- 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 Team Leader 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 Team Leader involved within fiv (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 Team Leader involved shall return two (2) copies of the form to the employee and the Union with his/her written answer, within five (5) working days ofreceipt 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/her 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 Bakery, Confectionery, Tobacco Workers and Grain Millers (AFL-CIO-CLC) International Local 388G 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 1: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.

- Step 2:As soon as the Arbitrator has been appointed, he/she shall meet as soon as possible to hear the evidence and receiv the representation of both parties.
- (b) The Arbitrator shall not have jurisdiction to alter or change the provisions of this Agreement or to substitute new provisions lieu thereof, nor to give a decision inconsistent with the term 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 th expense, if any, of the Arbitrator.
- (e) At any stage of the 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 per 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 I 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 or discipline and efficiency, to direct the working force, including the right thire, suspend or discharge for just cause, to assign and reassign employee 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 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:
  - Plant employees are not qualified by reason of lack of skill or experience to do the work required, or
  - 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 coverage 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 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 given \$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, 1984, until June 22, 1985; and \$17.00 per month per year of service for an employee with continuous service until June 22, 1987.
- 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.
- A pension benefit of \$26.00 per month per year of service for an employee with continuous service from and after June 23, 1996.
- (m) A pension benefit of \$28,00 per month per year of service for an employee with continuous service from and after June 23, 1997.
- (n) A pension benefit of \$31,00 per month per year of service for an employee with continuous service from and after June 23, 1998.
- (o) A pension benefit of \$34.00 per month per year of service for an employee with continuous service from and after June 23, 1999.
- (p) A pension benefit of \$36.00 per month per year of service for an employee with continuous service from and after June 23, 2000.
- (q) A pension benefit of \$37.00 per month per year of service for an employee with continuous service from and after June 23, 2001.

#### 24.03 Work-Related Benefits

(a) The Company will pay \$100.00 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) The Company will pay \$125.00 towards the purchase of glasse in the first year of this agreement and \$150.00 in the third year of this agreement for replacement other than stipulated above.
- (d) For replacement of mechanical 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 he permitted to perform faithfully such services without interference from the Bakery, Confectionery, Tobacco Workers and 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 from 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 Bakery, Confectionery, Tobacco Workers and Grain Millers (AFL-CIO-CLC) International Local 388G, 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 sixty (60) 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 Fifteenth (15<sup>th</sup>) day of the month following.

### Article 27 TERMS OF AGREEMENT

- 27.01 This Agreement shall become effective June I, 1999 and shall continue in full force and effect up to and including May 31, 2002.
- 27.02 This Agreement may be amended, altered, or varied at any time by mutual consent, and any such modification, alteration or variation, to be binding, shall be in writing and signed by the parties hereto, otherwise the Agreement shall be in effect for the period of June 1, 1999 to May 31, 2002 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 year 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 th 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 betweer the negotiating parties for such further time as necessary in order to complete the negotiations. The Company and Union agree to exchange proposals simultaneously.
- 27.04 This Agreement and all terms and conditions thereof shall be subjec to any proper legislation in regard thereto duly enacted by the statue or regulations by the Province of Ontario and this Agreement shall t 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 positions and their related rates will b a matter for negotiations between the Company and the Plant Committee.

Article 28 APPENDIX "A" MAINTENANCE TRAINING PROGRAM

28.01 Maintenance Position See Article 29, Appendix "B"

28.02 Selection of Eligibility

Maintenance Trainee position will be posted

Requirements:

- -physically fit for maintenance work (applicant will be required to take a physical examination).
- -obtain a passing score on Bennett 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 Bennett mechanical Comprehension Test Form BB Manual. The employee balding the greatest plant seniority will be tested first. The limitation on the number of times one (I) employee is eligible for the Bennett 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 1 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 mining.
- -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.

Limited 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 Millwrigh Days will be utilized to relieve or replace shift Millwrights.

# ARTICLE 29 APPENDIX "B" WAGE SCHEDULE

	June 1/99 _	June 1/00	June 1/01
MAINTENANCE		}	1
Electronic Electrician	19.34	19.73	20.12
Electrician	18.69	19.06	19.44
Millwright	18.48	18.85	19.23
Millwright Days	18.48	18.85	19,23
Packaging Mechanic	18.48	18.85	19.23
Electrician Apprentice	15.51	15.82	16.14
Apprentice III	17.66	18.01	18.37
Apprentice II	16.83	17.17	17.51
Apprentice I	16.00	16.32	16.65
Trainee	15.17	15.47	15.78
Help Mechanic	14.62	14.91	15.21
Utility Days	16.46	16.79	17.13
<u>MIXING</u>			
Mixer	15.34	15.65	15.96
<u>SHIPPING</u>			
Shipper/Receiver	15.47	15.78	16.10
WAREHOUSE			
Warehouse "A"	14.95	15.25	15.56
Warehouse "A" Relief	14.95	15.25	15.56
MACHINE OPERATOR			<u></u>
Kliklok Machine Operator	15.34	15.65	15.96
Kliklok Relief #2	15.34	15.65	15.96
Cookie KP Operator	15.34	15.65	15.96
RBG POSITIONS			
Sheeter Operator	15.34	15.65	15.96_

Shortening Pump Operator	14.95	15.25	15.56
Extruder Operator	14.95	15.25	15.56
Can Feeder	14.95	15.25	15.56
Capper Operator	14.95	15.25	15.56
RBG Case Piler	14.95	15.25	15.56
Lunchroom	14.62	14.91	15.21
RBG Relief #1	14.95	15,25	15.56
RBG Relief #2	14.95	15.25	15.56
Spoons	14.13	14.41	14.70
RBG Q.C. Cutters	14.27	14.56	14.85
Lab Q.C.	15.34	15.65	15.96
Shuttleworth Operator	14.50	14.79	15.09
Shuttleworth Relief	14.95	15.25	15.56
Shuttleworth Helper	14.50	14.79	15.09
	14.11	14.39	14.68
Sanitation Utility	15.34	15.65	15.96
Utility Cookies	15.34	15.65	15.96
Cookie K.P. Relief	14.50	14.79	15.09
Cookie Case Packer		14.41	14.70
Cookie Case Former	14.13	15.06	15.36
Cookie Dough Puller Relief	14.76		
Cookie Dough Puller	14.76	15.06	15.36
Kliklok Case Packer	14.50	14.79	15,09
Kliklok Light Assembly	14.13	14.41	14.70
Kliklok Relief#1	14.95	15.25	15.56
Promo	14.13	14.41	14.70
Painter	14.62	14.91	15.21
General Help	14.26	14.55	14.84
Thiele Piler	14.95	15.25	15.56
Thiele Piler Relief	14.95	15.25	15.56
Thiele Packer	14.13	14,41	14.70
Theile Packer Relief	14.13	14.41	14.70
Theile Dough Handler	14.13	14.41	14.70
SNACKS POSITIONS	-		
	13.85	14.13	14.41
Topping	13.85	14.13	14.41
Packaging	13.85	14.13	14.41
Q.C. Inspector	13.85	14.13	14.41
Flow Wrap Operator	13.85	14.13	14.41
Case Piler	15.83	14.13	14,41

Ingredient Supply	13.85	14.13	14.41
Sheeter	14.51	14.80	15.10
Relief	13.85	14.13	14.41
Spare	13.85	14.13	14.41
Depositing Room Operator	13.85	14.13	14.41
Depositing Room	13.85	14.13	14.41
Prep Room	13.85	14.13	14.41
SANITATION			<u>-</u> .
Snacks Sani Mixer	14.11	14.39	14.68
Snacks Sani Processor	14.11	14.39	14.68
Snacks Sani Sauce	14.11	14.39	14.68
Snacks Sani Topping	14.11	14.39	14.68
Snacks Sani Cherry Picker	14.11	14.39	14.68
Snacks Sani Packaging	14.11	14.39	14.68
Snacks Sani 5-Roll	14.11	14.39	14.68
Snacks Sani Wash Area	14.11	14.39	14.68
Snacks Sani Topp/Pack	14.11	14.39	14.68
Snacks Sani Spare	14.11	14.39	14.68
RBG Sani Mixer	14.11	14.39	14.68
RBG Sani Extruder	14.11	14.39	14.68
RBG Sani 5-10 Roll	14.11	14.39	14.68
RBG Sani Spoons	14.11	14.39	14.68
RBG Sani Wash Area	14.11	14.39	14.68
RBG Sani Packaging	14.11	14.39	14.68
RBG Sani 5-Roll	14.11	14.39	14.68
RBG Sani Spare	14.11	14.39	14.68

### RBG AND SNACKS SANITATION:

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

### AMOMONIA SYSTEMS:

Chief Operator will be paid an additional \$2,25per hour. Shift Operators will receive an additional \$1,50 per hour.

### SHIPPER RECIEVER DUTIES

Should the current duties and responsibilities of the shipper/receivers be altered, and other warehouse personnel are performing the same duties as shipper/receivers, these warehouse personnel will receive shipper/receive rate of pay.

BAKERY, CONFECTIONARY,	PILLSBURY CANADA LIMITE
	FILLSBUKT CANADA LIMITE
TOBACCO WORKERS AND	
GRAIN MILLERS (AFL-CIO-CLC)_	
Dave B. Collins	Janet E. Cullen
George Zanin	Rod Benkovich
Terry Schell	Lin Spiker
Steve French	Jeff Mayer
Ray Moreau	·
<b>Shawn</b> Grimm	