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DATE	92 03 01
TERM.	93 04 30
NO. OF EMPLOYEES	650
EMPLOYEE REPRESENTATIVE	D. J.

COLLECTIVE AGREEMENT

BETWEEN

NESTLÉ CANADA INC.

CONFECTIONERY DIVISION
(hereinafter referred to as "the Company")

AND

NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT

WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 252
(hereinafter referred to as "the Union")

March 1, 1992 - April 30, 1993

00574 (04)

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ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees, to provide the machinery for prompt and equitable disposition of grievances, and to establish hours of work and wage rates for all employees who are subject to the provisions herein.

1.02 The use of masculine gender in this Agreement shall be considered to include the feminine, as the sense of the clause dictates.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Company recognizes the Union as Bargaining Agent for all its employees in Metropolitan Toronto and at 1610 Champlain Avenue in the city of Whitby save and except Supervisors, persons above the rank of Supervisor, office, clerical and sales staff, laboratory staff, operating engineers, refrigeration mechanics and students employed during the school vacation period.

2.02 All employees who are members of the Union as at the effective date of this Agreement will be required to ~~continue~~ to be members of the Union during the lifetime of this Agreement.

2.03 All employee(s) hired subsequent to the effective date of this Agreement shall ~~become~~ a member of the Union within-thirty (30) days of hiring and will be required to continue to be a member of the Union during the lifetime of this Agreement.

2.04 The Company agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Company, or by any of its representatives, with respect to any employee because of his/her membership in, or connection with, the Union, and that membership in the Union by employees who are eligible to join will not be discouraged.

2.05 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised upon employees of the Company by any of its members or representatives, and that there will be no solicitation for membership, collection of dues or other Union activity on the premises of the Company during an employee's working hours, except as hereinafter provided.

ARTICLE 3 - UNION DUES

3.01 The Company will deduct from the pay of each employee who is a member of the Union the monthly dues, initiation fees and other assessments authorized by the constitution of the Union.

3.02 For all other employees within the bargaining unit, the Company will deduct the monthly dues for general Union purposes as authorized by the constitution of the Union. As a condition of employment, such employee is required to authorize the Company to make such deductions.

3.03 All sums so deducted shall be remitted to the Financial Secretary of the Union not later than the 10th day following the end of the month in which deductions were made.

3.04 In the case of new employees, the deduction of Union dues shall commence on the first regular check-off after the employee has been employed with the Company thirty (30) calendar days.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 The Company agrees that it will not cause or direct any lockouts of its employees, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with production during the term of this contract or any extension thereof.

ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS

5.01 The Union acknowledges that the administration and management of all the affairs of the Company is the sole function of the Managers and Officers of the Company save only as restricted herein.

5.02 While it is the sole function of the management of the Company to maintain discipline, order and efficiency, to hire, discharge, transfer, promote or demote employees, to make, enforce and alter reasonable rules and regulations, a claim of discriminatory or unjust promotion, demotion or transfer, or a claim of discharge or discipline without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided. Any change in rules and regulations to be observed by employees shall be negotiated by the parties.

ARTICLE 6 - NEGOTIATING COMMITTEE

6.01 The Company acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee consisting of not more than five (5) employees one of whom shall be the Plant Chairperson and one of whom shall be a member of the skilled trades group. Such committee to be selected from the Steward body.

6.02 Meetings of the Negotiating Committee with the Company shall be held whenever the Committee or Company submits an agenda of the business to be transacted and gives forty-eight (48) hours notice of the meeting. The said Committee will cooperate with the Company in the administration of the Agreement.

ARTICLE 7 - REPRESENTATION

7.01 (a) The Company acknowledges the right of the Union to appoint or otherwise select Stewards, who shall be Permanent employees with seniority, employed in the department or departments they represent. The Company further agrees to recognize alternate Stewards who will only be recognized in the absence of the designated Steward.

(b) **For the purpose of continuity of representation, the Plant Chairperson shall be full-time and assigned to the day shift. Wages shall be paid by the Company based on the highest non-skilled wage rate in Article 27.02 or the grade held at the time s/he assumed the duties of Plant Chairperson, whichever is the greater.**

7.02 **Steward representation shall be as follows:**

CHOCOLATE MAKING/FLAVOUR ROOM	1 STEWARD
MOULDING	1 STEWARD
SERVICE DEPARTMENT	2 STEWARDS
SHIPPING, RECEIVING AND SAMPLE ROOM	1 STEWARD
CLEANING & SANITATION	1 STEWARD
AFTER EIGHT	1 STEWARD
BISCUIT	1 STEWARD
BAR PACKING	1 STEWARD
SMARTIES	1 STEWARD
AFTERNOON SHIFT	2 STEWARDS
MIDNIGHT SHIFT	1 STEWARD
PLANT CHAIRPERSON	

7.03 The Union will supply the Company with a list of Stewards, showing the zone for which each is responsible. The Company will be notified, in writing, each time a Steward resigns or is appointed, and will not be required to recognize any employee as a Steward whose name does not appear on the list.

7.04 **The Union acknowledges that, with the exception of the Plant Chairperson, Stewards have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without obtaining permission of their immediate Supervisor and when resuming their regular duties they will report to their Supervisor and will give a reasonable explanation which may be required with respect to their absence. Stewards will be excused from their regular duties with pay, for a period of two (2) hours quarterly. All off shift Stewards shall also be paid two (2) hours at their straight time hourly rate, for the purposes of attending the Stewards meeting. The Company will provide adequate meeting facilities upon receipt of two (2) weeks prior notification of the request for a Stewards meeting.**

7.05 It is agreed that a Union Steward, or Committeeperson will not enter a department with a view to conducting Union business therein, without the permission of the Supervisor of the department.

7.06 It is agreed that no employee will leave his/her work station to register a complaint or grievance with his/her Zone Steward, or otherwise to engage in Union business, without the permission of his/her Supervisor. Where, in the opinion of his/her Supervisor, it is necessary or advisable for the employee to remain at his/her work station at time of asking, permission will be granted at the earliest possible time.

7.07 **While attending meetings with Management. Stewards shall receive normal compensation of wages equal to their regular working hours, but not exceeding eight (8) hours in a day. This provision shall also apply to the Union Negotiating Committee during meetings with Management for renewal of the Agreement. Payment of Bargaining Committee members wages for preparation of contract proposals will be to a maximum of two (2) days. Meetings will be held not less than sixty (60) days prior to contract expiration.**

7.08 The Company shall convene a meeting with the Plant Chairperson and not more than two (2) Stewards upon receipt of an agenda of all matters to be discussed. Such meetings shall take place within two (2) weeks from receipt of the agenda. The Union also recognizes that the Company may introduce matters for discussion.

7.09 During periods of approved leave of absence requested by the National Union Office, the Company agrees to continue payment of wages for employees who are excused from regular duties with the understanding that the Union shall reimburse the Company for any and all monies paid. Any such request for leave of absence must be forwarded in writing to the attention of the Manager, Industrial Relations.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 **If it is believed that a contravention of this Agreement has occurred, the employee must discuss the complaint with his/her immediate Supervisor within three (3) working days of the alleged incident. When making the complaint, the employee may be accompanied by his/her zone Steward.**

8.02 STEP 1

If the complaint is not resolved within one (1) working day, the grievance procedure may be invoked by reducing the complaint to writing on a form supplied by the Company and presenting to the Manager, Industrial Relations as a formal grievance within three (3) working days following the rendering of the Supervisor's answer.

8.03 STEP 2

The Manager, Industrial Relations shall convene a meeting with the appropriate management personnel, together with the aggrieved employee, Zone Steward, and the Plant Chairperson, within two (2) working days of the presentation of the formal grievance. The department head representative involved must reply in writing to the grievance within two (2) working days of the hearing at this step.

8.04 STEP 3

If the answer is not satisfactory to the Union at Step two (2), then the matter may be referred immediately to the Manager, Industrial Relations. A meeting will be convened within three (3) working days following receipt of the grievance, with the aggrieved employee, Zone Steward, Plant Chairperson, National Representative or the President of the Local, together with such other persons as management may desire. The Manager, Industrial Relations shall render a decision in writing within three (3) working days following the hearing at Step three (3).

8.05 If the grievance is not settled as a result of this meeting, then at the request of either party the grievance may be referred to Arbitration.

8.06 If Arbitration is to be invoked, the request for Arbitration must be made within fifteen (15) working days after the grievance has been dealt with at Step three (3) of the grievance procedure.

8.07 Any time limits mentioned in Article 8 may be extended to a mutually agreed and specified date.

8.08 Nothing in this article is to be interpreted as restricting the number of witnesses that may be requested by either the Company or the Union.

8.09 Failure by the Union to observe its time limits will constitute withdrawal of the grievance, while failure of the Company to observe its time limits will result in the granting of said grievance, provided it properly arises under this section and provided further that the circumstances giving rise to the alleged incident occurred or originated not more than five (5) days before the filing of the grievance at Step one (1).

ARTICLE 9 - ARBITRATION

9.01 (a) When either party requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party. All grievances submitted to arbitration will be handled by a sole Arbitrator selected in accordance with the following.

(b) A panel of Arbitrators will be mutually agreed to by the parties, Impaneled Arbitrators may be removed by mutual agreement between the parties and vacancies will also be filled by mutual agreement.

(c) An Arbitrator will be selected from the mutually agreed to panel in the following manner. Each Arbitrator will be called upon to act on a rotating basis and the Arbitrator will be contacted to determine his/her availability. If that Arbitrator is not available within sixty (60) days but is available at a later date, the parties may agree to accept that date or will proceed to the next Arbitrator in order of rotation in the same manner until a mutually acceptable date is agreed.

(d) In the event that no mutually agreed Arbitrator is impaneled, or if there is no agreement in accordance with 9.01(c), the party serving notice of intent to arbitrate may request the Minister of Labour for the Province of Ontario to appoint an impartial Arbitrator.

9.02 No person may be appointed Arbitrator who has been involved in an attempt to settle the grievance.

9.03 The parties will jointly bear the expense of the Arbitrator.

9.04 No matter may be submitted to arbitration which has not been properly carried through all steps of the Grievance Procedure.

9.05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor alter, modify, or amend any part of this Agreement.

9.06 In reaching his/her decision, the Arbitrator shall be governed solely by the provisions of this Agreement.

The proceedings of the arbitration will be expedited and the decision of the Arbitrator will be final and binding upon the parties.

9.07 At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the employee **or** employees concerned, and any necessary witnesses or relevant records, and all reasonable arrangements will be made to permit the parties to view disputed operations and to have access to the Plant.

ARTICLE 10 - DISCHARGE

10.01 **The termination of a Probationary employee will not be subject to the grievance- or arbitration procedure contained in this Agreement unless the reason for his/her dismissal was occupational injury, discrimination as defined in the Human Rights Code, or by reason of Union membership.**

10.02 **A claim by an employee other than as described in 10.01 above that he/she has been discharged without just cause from their employment shall be treated as a grievance, which shall commence at the third step of the grievance procedure. The grievance must be presented within five (5) working days of the aforesaid dismissal.**

10.03 Such special grievances may be settled confirming the Company's action in dismissing the employee, or reinstating the employee with full compensation for time lost, or by any other arrangement, which is just and equitable in the opinion of the parties.

10.04 When an employee has been dismissed without notice, s/he shall have the right to interview his/her Zone Steward for a reasonable period of time before leaving the Plant premises, at a place designated by his/her immediate Supervisor.

10.05 In the event the Company requires to interview an employee *concerning* events the result of which could lead to disciplinary action, then the employee may request the attendance of his/her Steward during the interview.

ARTICLE 11 - COMPANY GRIEVANCES

11.01 It is understood that the Company may bring forward at any meeting held with the Union Grievance Committee, any complaint with respect to the conduct of the Union, its Officers, Committeepersons, or Stewards as such, and that if such complaint by the Company is not settled to the mutual satisfaction of the parties, it may be treated as a grievance and referred to Arbitration in the same way as a grievance of an employee.

ARTICLE 12 - SENIORITY

Probationary Employees

12.01 An employee will be considered on probation, and will not be placed on a Seniority List until s/he has worked for a total of sixty (60) days within a period of twelve (12) months.

Temporary Employees

12.02 (a) Employees hired to work specifically on the production of seasonal items will be considered Temporary employees. A Temporary employee who is continuously employed by the Company for longer than twenty-six (26) working weeks will be considered a Permanent employee and the individual's seniority date will be twenty-six (26) weeks prior to the date on which s/he became permanent. For the purposes of the foregoing and applicable to Temporary employees with at least **fifteen (15)** working weeks of continuous employment, unlimited interruptions of one (1) week or less and one (1) interruption in continuous employment of more than one (1) week but no greater than four (4) weeks will not be considered as interruptions in continuous employment.

(b) Employees hired under the provisions of this clause will be advised at the time of hiring of their temporary status.

seniority Lists

12.03 Seniority Lists based upon the date on which employees commence to work for the Company shall be established quarterly for each department. Copies of these lists will be lodged with the Union and posted on the Plant Bulletin Board quarterly.

ARTICLE 13 - LAY-OFFS AND RECALLS

Lay-offs

13.01 (a) **Where it becomes necessary to reduce the working force, the most junior seniority employee within the classification, shift and department affected will receive notice of lay-off provided the remaining employee(s) are qualified by virtue of skill and ability to perform the work required. Employees laid off indefinitely will be provided with a minimum of one weeks' notice in writing.**

(b) At the time of receiving notice of lay-off, employees will be permitted to indicate their choice of accepting lay-off or of exercising their seniority by displacing another employee as described in clause 13.02. Employees failing to make a choice will be laid off.

At the time of lay-off, employees will be entitled to indicate a second choice of recall to another department, shift, or job which will be in addition to the department, shift and job they held at the time of lay-off.

(c) Employees who choose to displace will be advised of the job into which they can displace prior to the displacement being effected and will be given a final opportunity to accept lay-off.

(d) The Company will not be obligated to follow the above or clauses 13.02(a) and (b) when lay-offs are due to breakdown or other emergency for the rest of the day, or shift on which such breakdown or emergency occurs, except where the Company has information the day prior. Probationary and Temporary employees in the affected department will be laid off first in these lay-off situations.

(e) Employees alleging that they have been laid off improperly must do so in writing not later than five (5) working days following the effective date of lay-off. Such written statement will be submitted directly to the Manager, Industrial Relations at that time and will be treated as a grievance and dealt with at Step 3 of the grievance procedure.

Bumping Procedures

13.02 (a) **Employees who elect to displace who have sufficient seniority, skill and ability to perform the work required, shall in the first instance displace the most junior employee within the next lower wage rate classification in their department and base shift.**

(b) **Failing to claim a job in the next lower wage rate classification in his/her department and base shift, the above process will be repeated in successively lower wage rate classifications until s/he either finds a job open to him/her by application of seniority or becomes subject to lay-off from their department and base shift.**

(c) Failing to claim a job in his/her department and base shift by application of the above process and in the case of a lay-off in excess of two (2) days but not greater than six (6) weeks Regular employees will be permitted to apply their seniority to displace the most junior Temporary employee plant wide on their base Shift. Failing that, the employee will be entitled to displace the most junior Temporary employee off shift.

(d) i) Failing to claim a job in his/her department and base shift by application of the above process and in the case of a lay-off in excess of six (6) weeks, Regular employees starting in their wage rate classification (and successively lower classifications if necessary) will be permitted to apply their seniority to displace the most junior employee plant wide on their base shift. Failing that, the employee will be entitled to displace the most junior employee off shift, in his/her same wage rate classification or lower if necessary.

ii) The above process in (d) i) shall be followed in the event that an entire production shift within a department is placed on lay-off.

(e) An employee who displaces will receive the Maximum Rate of pay for the new job.

(f) Temporary employees are excluded from the above procedure and rights to claim a job are restricted as outlined in the Letter of Understanding No. 2.

Recall

13.03 (a) Employees will be recalled from indefinite lay-off by registered letter, in order of seniority, to the department, shift and job they held prior to being placed on lay-off or, subject to their having sufficient seniority and skill and ability to perform the work, to their second choice of recall. An employee who declines recall to their second choice will not be offered such recall again. 270 ✓

(b) An employee who is recalled to their second choice will receive the Maximum rate of pay for the new job.

(c) Employees who displace or are recalled into another job will be recalled, in order of seniority, to the department, shift and job held prior to the displacement or lay-off.

(d) Job postings will not be actioned if there are employees on lay-off from those jobs.

Super Seniority - Plant Chairperson

13.04 In the event of a lay-off, the Plant Chairperson shall have super seniority. 26 ✓

ARTICLE 14 - LOSS OF SENIORITY

14.01 The seniority of an employee may be considered broken, all rights forfeited and there shall be no obligation to rehire when s/he:

- (a) Voluntarily leaves the Company's employ.
- (b) Has been out of the Company's employ for a period of two (2) years due to lay-off. *2-2-04*
- (c) Fails to return to active employment not later than twelve (12) days from date of mailing (by registered letter) of recall notice.
- (d) Has been absent without leave or overstays leave of absence for three (3) consecutive working days, or more, unless excused by satisfactory proof.
- (e) Has been discharged and is not reinstated through the grievance/arbitration procedure.
- (f) Has been on medical leave for a period not exceeding two (2) years or the length of service whichever is the shorter.
- (g) Accepts other employment while on leave of absence (except medical leave) without permission from the Company.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 (a) The Company may grant leave of absence in, writing to any employee for legitimate reasons, and any person absent with such written permission shall not be considered laid-off. Seniority shall continue to accumulate during the leave of absence.

(b) Pregnancy leave shall be as provided for under the Ontario Employment Standards- Act. Such leave upon mutual agreement of the parties may be extended as a result of certified medical complications. Seniority shall continue to accumulate during the pregnancy leave and extension. *5/1/08*

15.02 An employee returning from leave of absence, including medical leave of absence, shall be reinstated in the same job grade as that held immediately prior to the start of the leave of absence, provided s/he has complied with all the conditions of the leave of absence. Such reinstatement will be made provided there is a job opening in the same job grade, or there is a less senior employee in the same job grade, or there is a less senior employee in the same job grade within the same department and provided the returning employee has sufficient skill and ability to perform the work.

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Paid Education Leave

15.03 (a) The Company agrees to pay into a special fund fourteen thousand dollars (\$14,000) on March 1, 1990 and two cents (.02) per hour per employee for all compensated hours effective and following March 1, 1991 for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies will be paid into a trust fund established by the National Union, CAW and sent by the Company to the following address: CAW Paid Education Leave program, P.O. Box 897, Port Elgin, Ontario, N0H 2C0. Effective March 1, 1991, such payments will be made on a quarterly basis. 201

(b) The Company further agrees that members of the bargaining unit selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Such leaves will not exceed two (2) employees per PEL session with additional leaves granted subject to the agreement of the Company. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 16 - BEREAVEMENT LEAVE WITH PAY

16.01 **This article applies only to employees who have completed their probationary period and is to be used for the purposes of attending the funeral. In the event of the death of a parent, stepparent, grandparent, grandchild, mother-in-law, father-in-law, brother, sister, spouse, child, or step-child of an employee, the Company will grant three (3) days leave of absence with pay. Only one (1) day leave of absence with pay will be granted where because of distance or other reason, the regular employee does not attend the funeral of the deceased relative.** 63A 1

ARTICLE 17 - JURY DUTY

17.01 **The Company will pay an employee his/her regular day's pay for every scheduled workday that s/he is attending jury duty. However, any pay that s/he may receive for his/her jury service, from other sources, excluding travel allowance shall be signed over to the Company. It is expected that an employee will report to work if jury duty is not required on a normal workday. This section shall also apply to an employee who is subpoenaed as a Crown Witness provided the employee is not the accused.** 63B 1

ARTICLE 18 - JOB POSTING AND TRANSFERS

18.01 (a) In the event that new jobs are created or vacancies occur in any classification expected to last for more than three (3) weeks, the Company will post such new jobs or vacancies for a period of three (3) working days to allow employees to apply. 27F-1

(b) Vacancies mentioned above shall include all job classifications except the General Production (G.P.) classification. Vacancies within the G.P. classification expected to last for more than three (3) weeks will be filled through a "Roster" system. Any employee who wishes to transfer from his/her shift and job to a shift and job within the G.P. group will complete a "Request for Transfer" form in triplicate. A copy shall be given to the Plant Chairperson, the Industrial Relations Department and s/he shall retain a copy for file. An employee may not fill more than three (3) temporary vacancies in a twelve (12) month period except by mutual agreement between the Plant Chairperson and the Manager, Industrial Relations. Employees who transfer down by means of a Request for Transfer form to a permanent G.P. classification assignment shall remain there until they bid out by means of a job posting. Employees who transfer down by means of the Request for Transfer form to a temporary G.P. classification assignment shall be returned to his/her own job upon completion of the temporary assignment or as a result of department lay-off.

(c) Probationary employees will not be permitted to apply for vacancies. Temporary employees will not be permitted to apply for vacancies but will have preference by department for permanent full-time positions prior to the Company recruiting from outside.

18.02 The Company may temporarily secure a person for the vacant job.

18.03 All jobs and vacancies shall be posted and filled by the senior seniority applicant. The Company will provide a training period lasting thirty (30) working days in order for the applicant to obtain and demonstrate sufficient skill and ability to perform the work required. Management reserves the right to hire outside help when no applicant within the bargaining unit has applied. An employee who fails to acquire the job skills needed to perform the work required after the completion of the thirty (30) working days training period shall be returned to their previous position and department and all other employees so affected will also be returned to their previous position. The job will then be given to the next senior seniority applicant. 27A-1

18.04 It is agreed that successful applicants for permanent jobs will not be permitted to re-apply for a period of six (6) months. This restriction shall not apply to applicants for temporary jobs.

18.05 When a vacancy is posted, only two (2) further vacancies arising out of the **original** posting will be posted.

18.06 A successful applicant for a posted job, required to remain on his/her present job, will be paid at the higher of the minimum rate for the posted job or his/her present rate, from the fourteenth (14th) working day from his/her date of acceptance.

18.07 (a) **The successful job applicant on a higher wage rate classification will receive the minimum rate of pay of the new job and the principle of clause 27.08 (a) will apply; however, if the employee becomes proficient on the new job earlier, s/he will receive the maximum rate of pay.**

(b) **The successful job applicant on a permanent job posting will have his/her plant seniority transferred immediately to the new job and department.**

18.08 **An employee who successfully applies for a temporary job posting shall return to his/her own job upon completion of the temporary assignment. Temporary as referred to in this section shall not exceed a period of twenty-six (26) working weeks in most cases; however, this period may be extended due to unforeseen circumstances, upon mutual agreement of the parties.**

18.09 Any new jobs created during the lifetime of this Agreement will be negotiated with the Union. 16-2

Temporary Transfer for Company's Convenience

18.10 (a) A temporary transfer for the convenience of the Company is one which is initiated by the Company in employing personnel to meet work priorities or emergencies and could be up to three (3) weeks in duration.

(b) An employee transferred for a temporary period from one job to another for the convenience of the Company shall receive his/her regular rate of pay or the Maximum Rate of pay for the temporary job, whichever is the greater.

ARTICLE 19 - HEALTH AND SAFETY

19.01 The Company shall make reasonable provisions for the health and safety of employees during the hours of their employment. A First Aid station with a full-time attendant during the day shift shall be maintained. On other shifts there shall be a full-time attendant or employees trained in First Aid work available to aid employees. Protective devices and other equipment which the Company deems necessary to protect employees from injury shall be provided by the Company. (This shall not be construed to include items as Safety Shoes, which become an employee's personal property.) 66

19.02 The Company agrees to post a list of qualified First Aid practitioners who may be called in case of an accident.

Health and Safety Committee

19.03 In addition to the above, the parties agree to set up a Health and Safety Committee. The Committee shall be composed of five (5) members appointed by the Union, five (5) members appointed by the Company, one of whom shall be appointed Chairperson. Terms of reference for the Committee shall be drawn up and reviewed from time to time. 66.11

Plant Health and Safety Representative

19.04 At the request of the Plant Chairperson, the Plant Health and Safety Representative for the Union will be assigned to the day shift. Alternatively, and at the request of the Plant Chairperson, the Plant Health and Safety Representative's assignment to the day shift may be delayed pending a vacancy in his/her classification on the day shift in which case the assignment will be made notwithstanding the provisions of Article 18. Following the assignment to the day shift, the representative will remain on that shift as long as s/he remains in the position of Plant Health and Safety Representative.

Safety Shoe Allowance

(6500)

19.05 **The Company will contribute seventy-five dollars (\$75.00), towards the cost of safety shoes for all Permanent employees who provide proof of purchase.**

ARTICLE 20 - BULLETIN BOARDS

20.01 The Company will provide Bulletin Boards in mutually satisfactory locations throughout the Plant for the convenience of the Union in posting notices of Union activity. Such notices must be signed by the proper officer of the local Union and submitted to the Company for approval before posting.

20.02 Upon approval from the Manager, Industrial Relations the Union will be entitled to make use of the Electronic Bulletin Board.

ARTICLE 21 - WEEKLY HOURS OF WORK AND OVERTIME

Hours of Work

21.01 The following clauses define the normal hours of work and do not constitute a guarantee to provide work to any employee for regularly assigned hours or for any other hours.

20-4000

(a) The normal work week for regular full-time employees shall consist of forty (40) hours per week comprised of five (5) eight (8) hour days Monday through Friday. Regularly assigned hours of work for all employees will be posted and agreed to by both parties.

(b) The daily hours of work and the number of days prescribed in the schedule for each individual, may be altered from time to time for the operation and improvement of the business. The Company will provide affected employees with as much advance notice as possible of such alterations.

(c) It is the intention of the Company to schedule the work week so that the starting point of the first shift in any work week will fall between Sunday midnight, and Monday midnight, inclusive. If, in the interest of efficient operation, it should become necessary to schedule a work week other than above, the Company agrees to communicate to, and discuss with the Union any such change at least one week before the change becomes effective.

(d) (i) Skilled Tradespersons in any or all of Groups 1, 2, 3, and 4, who are hired after October 7, 1985, will be hired on condition they rotate shifts when appropriate schedules are arranged by management.

(ii) Any other Tradesperson may volunteer to rotate shifts but in so doing will not lose the right to apply for a permanent shift.

(iii) The shift rotation will be 6 weeks unless an alternative period is agreed.

Lunch Periods

21.02 (a) The standard lunch period is thirty (30) minutes without pay.

(b) When considered appropriate, the Company may authorize a twenty (20) minute paid break for designated employees.

(c) The lunch period will be scheduled as close as is reasonably possible to the midpoint of each shift.

(d) In association with the deletion of the option of 45 minute lunch breaks, changes to the shift hours in the Moulding Department were agreed to with the following provisos:

(i) Permanent employees currently employed in the Moulding Department will not be affected unless they request a change.

(ii) When appropriate, new- employees will be hired for relieving purposes according to the proposed shift hours change.

Rest Periods

21.03 (a) The Company agrees to grant a rest period of ten (10) minutes during each half shift or overtime shift where work will continue for four (4) hours or more.

(b) The time for the above rest periods will be assigned by each Supervisor as close as is reasonably possible to the midpoint of the half shift or overtime shifts.

Overtime Regulations

21.04 (a) The Company may require employees to perform work in excess of their regularly assigned hours.

(b) If overtime is required, it is the Company's intention to utilize on the overtime the same employees as normally perform the jobs required, unless an alternative agreed system is in operation.

(c) Overtime shall be voluntary in the first instance, however, if sufficient volunteers do not make themselves available, the Company shall then appoint employees by ascending order of seniority.

41-2

Overtime Requirements

- 21.05 Overtime rates will be paid to Regular full-time employees for:
- (a) All hours worked in excess of the number of hours scheduled for that day.
 - (b) All hours worked immediately prior to his/her regular starting time.
 - (c) All hours worked on Saturday or Sunday except where, as outlined in an employee's schedule, the shift begins or ends on a Monday through Friday.
 - (d) All hours worked on the sixth (6th) or seventh (7th) day as outlined in the employee's schedule.

Overtime Payments

21.06 Where overtime is required, Regular full-time employees will be compensated as follows:

(a) One and one-half (1 1/2) times their regular rates for the first four (4) hours of overtime worked in excess of the number of hours scheduled for the day or hours worked immediately prior to his/her regular starting time, and two (2) times their regular rates for all consecutive overtime worked in excess of four (4) hours overtime in that day. 378-4

(b) One and one-half (1 1/2) times their regular rates for the first eight (8) hours worked on Saturday or their sixth (6th) day, and two (2) times their regular rates for all hours worked in excess thereof on that day. 378-3

(c) Two (2) times their regular rates for all hours worked on Sunday or their seventh (7th) day. 378-0

Overtime Meals

21.07 (a) An employee required to work in excess of two (2) hours beyond normal quitting time, and who has not been warned before commencing work on that shift that overtime is required, will be granted a meal ticket by the Company.

(b) An employee required to work two (2) hours or more of overtime immediately following his/her normal shift will be allowed a paid meal break before **commencing** the overtime period. This paid break may be twenty (20) minutes at straight time or ten (10) minutes at time and a half at the option of the employee, or where the employee is a member of a group or team, at the option of the majority of the **members** of the **team or group**. Employees who decline the meal break are not entitled to payment in lieu thereof.

(c) Meal allowance shall be five dollars (\$5.00).

378-050

No Accumulation of Overtime Premium

21.08 There shall be no accumulation of overtime premiums or payment of double premiums for the same hours, but the highest single premium shall apply.

Reporting Allowances

21.09 It is recognized that, as required by their daily schedules, regular employees expect to start work and finish work at given times exclusive of overtime provisions.

21.10 Where an employee is instructed to report late by the Company, and is required to work beyond his/her scheduled quitting time, one and one-half (1 1/2) times his/her regular rate will be paid for all hours worked after his/her scheduled quitting time. The principle of clause 21.06(a) will apply.

21.11 An employee who reports for work at his/her regular time and is sent home because no work is available, shall be paid for three quarters (3/4) the number of hours regularly assigned on that shift or day. This provision shall not apply in cases of fire, lightning, power failure, or like causes of work stoppage beyond the Company's control.

46-06

21.12 An employee, who has clocked out and gone home and who is recalled to perform emergency work, shall be paid a minimum of three (3) hours pay at overtime rates, and in addition shall be paid for one (1) hour travelling time at overtime rates.

428-1

ARTICLE 22 - PLANT HOLIDAYS

22.01 Permanent employees with proper seniority standing will be paid for the following Plant Holidays regardless of the day on which they fall:

- | | |
|---------------|-----------------------|
| Good Friday | Toronto Civic Holiday |
| Easter Monday | Labour Day |
| Victoria Day | Thanksgiving Day |
| Canada Day | |

53-130

- Christmas 1992
- December 25
- December 28-Jan 1, 1993 (inclusive)

: 13: !

The above Christmas" holidays include the Plant Holiday (floater) previously celebrated on the second Monday in November, plus two (2) additional Plant Holidays (floaters).

If the holiday falls on a Saturday or Sunday, the Company reserves the right to pay for the Friday or the Monday, all provided that:

(a) The employee is not absent from work on his/her regularly scheduled shift immediately before and after the holiday.

(b) The employee, at the discretion of the Company has been granted special leave of absence in writing, and this leave of absence does not exceed ten (10) working days before or after the holiday such time to include the holiday.

(c) Any employee, refused permission for leave of absence in respect to the day before or the day after a holiday, can report the matter to the Plant Chairperson. The Company, thereupon, will state its reasons for refusing permission.

(d) The employee was not laid off more than ten (10) working days immediately preceding the holiday or was recalled within ten (10) working days immediately after the holiday.

(e) An employee can prove that s/he was sick or that it was impossible for him/her to attend work. In case of doubt, then the employee's attendance record will be the governing factor. Any borderline cases will be discussed and settled by the management and the Plant Chairperson. In the case of an extended illness, which is proven, payment will be made for all plant holidays falling within and up to a limit of six (6) calendar months from the commencement of said absence. If the employee receives Worker's Compensation or Weekly Indemnity Benefits for this day, the Company will pay only the difference between the daily benefit and the employee's daily base earnings.

(f) Employees called to work during the summer holiday shutdown period and laid off on Civic Holiday will be paid for that day at basic pay rates provided they work on their properly assigned hours on the foregoing clauses (a), (b), (c), (d), and (e), in which case the Monday following the shutdown will be for them a regular working day paid at regular rates.

(g) Employees not celebrating Civic Holiday during shutdown will do so on the Monday following the shutdown, and will be paid for that day at basic rates subject to the foregoing clauses (a), (b), (c), (d) and (e).

(h) Days counted as working days include Monday to Friday with the exception of days recognized as Statutory Holidays, namely,

Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	

and days falling during the Christmas periods outlined in clause 22.01.

Rate of Pay for Plant Holiday not Worked

22.02 The rate of pay for the (or a) holiday designated in clause 22.01 and not worked, shall be one (1) day's regular assigned hours multiplied by the employee's basic rate.

Rate of Pay for Plant Holiday Worked

22.03 (a) Any work performed on a holiday designated in clause 22.01 will be considered overtime work. When such holidays are observed on a normal working day, the rate of pay shall be two (2) times an employees basic rate, multiplied by the number of hours worked; this is in addition to the one (1) day's pay provided for employees who do not work the statutory holiday. 37E - 0

(b) When the holiday is observed on a day which is not a normal working day, payment for any work performed will be made according to the regular overtime regulations.

Public Holiday for Shift Workers

22.04 In determining the shift which shall be considered the public holiday for shift workers, the following formula shall be used:

(a) Where any of the hours of a scheduled shift fall on the calendar day of a public holiday, that day shall be considered the public holiday, except where any hours of two (2) scheduled shifts fall on the calendar day of the holiday, that shift having the bulk of its hours falling on the calendar day of the public holiday shall be considered as the public holiday.

(b) It is recognized that, depending on the day of the week observed as the public holiday, the application of clause (a) could cause hardships for employees or be impractical for production purposes. Where this happens, the Company may reschedule an adjoining regular shift to some other day of the week and regular rates of pay shall apply.

ARTICLE 23 - VACATION

23.01 Entitlement to vacation with pay for Regular employees will be in accordance with the following chart. Entitlement for employees who will complete two (2) or more years of service within the calendar year is based on the employee's anniversary date.

Effective March 1, 1990

Continuous Service	Entitlement	Pay	
1 year (as of July 1st)	2 weeks	4%	01 02
5 years	3 weeks	6%	03 03
10 years	4 weeks	8%	04 04
20 years	5 weeks	10%	05 05
30 years	6 weeks	12%	06 06

23.02 (a) Vacation pay shall be calculated at 2% of earnings for the twelve (12) month period immediately preceding July 1st for each week of vacation entitlement. Earnings include straight time, overtime, shift premium and vacation pay.

(b) Regular employees with less than one (1) year of continuous service as of July 1st shall receive 4% of their earnings preceding July 1st.

(c) Vacation pay on a separate cheque will be issued when vacation is taken, subject to normal deductions.

(d) If for any reason the employment of an employee is terminated, s/he will be entitled to receive vacation pay in accordance with his/her vacation entitlement at the date of termination.

23.03 Vacations will be scheduled in such a manner that satisfies the needs of the business and recognizes the wishes of the employees in accordance with the following:

(a) The Company may close the Plant, or any part of it, for vacation purposes at any time convenient to it between July 1 and August 31, in any year. The Company will give employees not less than thirty (30) days notice of the date of the vacation shutdown.

(b) The Company reserves the right to ask any employee to take his/her vacation at a time convenient to the Company other than the period in which the Plant is shutdown.

(c) Employees may request to take vacation at any time during the year and such requests will require mutual agreement by the Company.

(d) Regular employees shall be permitted to take two (2) consecutive weeks of vacation time off between the 3rd week of June and the 1st week of September. Where the needs of the business permit, an additional week of vacation will be added to this two (2) weeks.

(e) Entitlement to vacation time off must be taken prior to December 31st.

23.04 Where an employee shows proof of hospitalized sickness during the course of his/her previously scheduled vacation, the period of hospitalization and Weekly Indemnity Benefit shall not count towards the employee's vacation and will be rescheduled to another mutually agreeable time.

23.05 Vacation entitlement for Temporary employees shall be governed by the Ontario Employment Standards Act.

ARTICLE 24 - BENEFITS

The provisions of clauses 24.01 to 24.04 shall not apply to Probationary and Temporary employees except that O.H.I.P. premiums will be reimbursed to Probationary employees on successful completion of their probationary period.

O.H.I.P.

24.01 (a) The Company agrees to pay 100% of the Ontario Health Insurance Plan (O.H.I.P.) Single Rate Premium.

(b) The Company will pay 100% of the O.H.I.P., Family Rate Premium provided it is satisfied that the employee is the head of the household.

Weekly Indemnity

24.02 (a) The Company agrees to pay 100% of the Weekly-Indemnity Plan and 100% of the Group Medical Plan. New employees qualify for the Weekly Indemnity Plan and the Group Medical Plan membership after three (3) months of continuous active service, and subject to the applicable group insurance regulations.

(b) The **Weekly** Indemnity Plan will provide a benefit of 66 2/3% of regular weekly earnings, up to the Unemployment Insurance Commission maximum benefits. For the purpose of **Weekly** Indemnity, "regular weekly earnings" shall be defined as the normal weekly hours times the employee's hourly base rate at straight time.

(c) The Weekly Indemnity Benefit will commence on the first (1st) calendar day of absence due to accident, or the fourth (4th) calendar day of absence due to sickness, and will continue during the period of eligible disability, but for a maximum period of fifty-two (52) weeks. Effective March 1, 1990 the maximum period of benefit will be increased to 62 weeks. Effective March 1, 1991 the maximum period of benefit will be increased to 72 weeks. Payment of benefit for weeks 27 - 41 (inclusive) is subject to the employee initiating a claim for U.I.C. Sickness Benefit to cover wholly or in part, benefit for weeks 27-41 inclusive. An employee who provides proof of hospitalization for sickness will qualify for Weekly Indemnity from the first (1st) day of such hospitalization.

(d) The benefits provided under this clause are accepted by the Union in full satisfaction of the employee share of Unemployment Insurance premium rebates, which rebates will then become payable to the Company.

(e) Effective June 1, 1989, the Company will pay for all employees with one (1) or more years of continuous service 100% of the premiums on the Dental Plan. The features on the plan are:

Effective March 1, 1991, the plan will be upgraded to 1990 ODA rates.

Basic Plan - 100% coverage (\$1,000 maximum per year)
 Major Restorative - 50/50 co-insurance (\$1,000 max./year)
 Perio/Endo - 50/50 co-insurance (\$1,000 max. per year)

(f) **The Group Medical Plan will include "Vision Care" at a level of \$75.00 every two (2) years, and the balance of the plan will be at 100% with respect to Drugs and Extended Health Care, subject to the Carrier's requirements.**

(g) The Company shall continue its practice concerning the supply of "Prescription Safety Glasses" as a requirement of the job.

(25 deduct.)

Life Insurance

24.03 On completion of six (6) months continuous service, all employees who are under sixty-five (65) years of age at completion of such period of service will be -covered by Group Life Insurance as follows:

- (a) Life insurance of \$25,000.
- (b) Accidental Death and Dismemberment Insurance to \$25,000.
- (c) A paid-up Life Insurance Policy of \$1,000.00 at age sixty-five (65) or earlier retirement. Effective March 1, 1990, the payment will be increased to \$1500.00.

77-111 700-10

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24.04 All Group Life Insurance premiums are payable in full by the Company, except for the paid-up Life Insurance policy. Group Life Insurance coverage ceases when an employee reaches sixty-five(65) years of age, or on the date of retirement, if earlier.

Pension Plan

24.05 The current contributory pension plan will be amended upon ratification of this Agreement, subject to approval from the Pension Commission of Ontario. It is understood that there will be an improvement to the benefit as agreed to by the two parties, but in no event would benefits be improved such that the actuarial liability determined using the assumptions in the December 31, 1989 funding valuation would exceed the market value of the assets as of the date of determination, provided that the actuarial assumptions used in any future valuations done during the term of this Agreement will be the same as the assumptions used in the funding valuation of December 31, 1989.

A non-contributory successor plan shall be implemented effective March 1, 1992 for all current employees providing for normal retirement at age 65, credited service based on one (1) year's credit for each 1400 compensated hours, with proportionate credit for compensated hours less than 1400. It is understood that the 1400 hour threshold is a reflection of the seasonal nature of the work at the Sterling Road facility. In addition, employees will accrue service in the pension plan for absence while in receipt of Workers' Compensation benefits up to a maximum of two (2) years, absence while receiving Weekly Indemnity benefits, absence while on authorized Union leave of absence and acceptance of benefits under the redundancy pay plan. The pension benefit shall be \$10.00 per month per year of service for all years of past service up to February 28, 1992 and \$14.00 per month per year of service. for all credited service after March 1, 1992.

92-1
96-2
95-6
80-14.00

ARTICLE 25 - GENERAL/MISCELLANEOUS

Dress Requirements

25.01 (a) All employees will be provided with one (1) clean uniform and suitable hair covering each week. Additional uniforms will be supplied as necessary. Uniforms are the property of the Company and must not be taken from the premises.

(b) Employees required to perform outside work during the winter months will be supplied with duffle coats. Such coats are and remain Company property, and their issue shall be subject to such regulations as may, from time to time, be required.

Tool Allowance

25.02 (a) Tradespersons are required to have the complete set of tools specified by the Company for their trade. Apprentices are required to have the complete set of tools specified by the Company for their trade by the end of each year of their apprenticeship. The Company may verify that Tradespersons' and Apprentices' tool kits are complete and in serviceable condition but not more than twice in any calendar year.

(b) Tool Allowance will be \$200.00 per year and shall be paid out on the first pay in September of each year.

Work Performed by Supervisors

25.03 Supervisors, technical staff and those above that rank shall not perform work normally performed by members of the bargaining unit except under the following conditions:

(a) In case of emergencies.

(b) When regular employees are not available due to absenteeism, provided no other hourly rated employee suitably qualified are available to fulfill that position.

(c) For instruction.

(d) When it is necessary to improve new or existing processes or procedures.

3-1

ARTICLE 26 - MAINTENANCE GRADING SYSTEM

Grading

26.01 The payment of Merit Maximum Rate is dependent on the employee meeting the requirements of advancement of grade. This system provides a higher rate for proven qualification. The Company has removed the ceiling on the number of vacancies in each grade so that once a Tradesperson qualifies, s/he will receive the higher rate. Probation period will now be considered as sixty (60) working days which is in line with the Plant.

QUALIFICATIONS

26.02

TRADE REQUIREMENTS

MECHANIC

Start Ontario Millwrights License or approved apprenticeship.
Company written and practical test.

Before completion of probation, to Job Rate. Demonstrate a basic knowledge of pneumatics, basic welding skills, basic machining skills.

To advance to Merit Maximum One (1) year Company experience as a Journeyman/woman
Advanced pneumatics
Advanced welding
Advanced machining
Company written and practical test

MACHINIST

Start Approved apprenticeship
Company written and practical test

Job Rate On completion of probation period

To advance to Merit Maximum One (1) year Company experience as a Journeyman/woman
Advanced machining skills
Advanced welding skills
Company written and practical test

ELECTRICIAN

Start	Ontario license Company written and practical test
Job Rate	On completion of probation period
To advance to Merit Maximum	Ontario license Basic knowledge of electronics, electrical theory and practice Company written and practical test One (1) year Company experience as a Journeyman/woman

ELECTRONIC TECHNICIAN

Start	C.E.T. or equivalent Company written and practical test
Job Rate	On completion of probation period
To advance to Merit Maximum	One (1) year Company experience as a Journeyman/woman Demonstrate a knowledge of advanced electronics Company written and practical test

If any employee is awarded the position of Electronic Technician by virtue of "Equivalent" qualifications, then the management will advise the Maintenance Steward.

PIPEFITTER

Start	Ontario Steamfitters license Company written and practical test
Job Rate	On completion of probation
To advance to Merit Maximum	Ontario Steamfitters license Ontario Gasfitters license Company written and practical test One (1) year Company experience as a Journeyman/woman

BUILDING TRADES (CARPENTER/MASON/PAINTER)

Start	Ontario license or approved apprenticeship
Before completion of Probation to Job Rate	Demonstrate a basic knowledge of his/her trade Company written and practical test
To advance to Merit Maximum	One (1) year Company experience as a Journeyman/woman Company written and practical test.

LUBRICATOR

Start	Company written and practical test of mechanical comprehension
To advance to Job Rate	On completion of probation

Company Testing

26.03 (a) The Company will pay test fees, if any, for the initial tests for advanced grading. Subsequent fees will only be paid for by the Company for successfully completed tests.

(b) The Company will allow time off with pay to take the test for the first attempt only. Subsequent tests due to failure will be on the employee's own time.

(c) Tests will be carried out on the Company premises, with invigilation and assessment by the Apprentices Training Supervisor.

(d) The Tradesperson will be advised of the marks for his/her tests and will be given the opportunity to discuss his/her results with management. In the event of a dispute over the marking, the test will be submitted to an outside marker for re-evaluation. Any fees will be paid by the Tradesperson if the results are upheld, or by the Company if they are found at fault.

(e) Re-examination in a failed test will be allowed after a lapse of twelve (12) weeks.

(f) A Tradesperson who has successfully completed his/her Apprenticeship with the Company will move to Job Rate. The date that an Apprentice will be considered a full Journeyman/woman, will be either the date of his/her successful completion of the license examination, or the date s/he completes his/her time requirements, whichever comes first.

(g) Advancement to Merit Maximum will be under the existing rules for his/her trade.

Trades Apprentices

26.04 (a) The Company agrees that, prior to the final selection of Apprentices, the candidates will be reviewed with the Union to ensure an understanding of the criteria used in the selection as compared to the candidates. Additionally, the Union will be consulted with respect to the criteria and tests used in the selection of Apprentices generally.

(b) Trades Apprentices will carry out the job of Trades Helper, and will be allowed leave of absence to cover the classroom instruction required under the Apprentices' and Tradesmen's Qualification Act. Trades Apprentices will be familiarized with materials, tools and principles needed in the trade by a qualified Tradesperson nominated by the Company, and will come under all other contract provisions except as provided in 26.04(c).

(c) For job posting, lay-off, transfers to avoid lay-off and recall purposes into a skilled trades Job in the Maintenance Department, the seniority date of an employee who has successfully completed his/her Company apprenticeship, shall be considered as the day s/he becomes a Journeyman/woman.

(d) All hours worked by an Apprentice within his/her trade will be included against the apprenticeship qualifying hours.

Trade Licenses

26.05 The Company will pay the cost of annual trade licenses for trades in which the employee performs work provided that the employee has completed his/her probationary period. To be eligible for this allowance, the employee must produce the relevant trade license.

ARTICLE 27 - WAGE RATES, JOB CLASSIFICATIONS AND GRADES

27.01 PRODUCTION GRADES

Effective May 31, 1992

	START RATE	MERIT MAX.
GP	12.18	12.41 <i>Base</i>
C1	12.40	12.47
C2	12.43	12.54
B1	12.73	12.84
B2	12.80	12.89
A1	12.93	13.04
A2	13.23	13.36
A3 (p.e.)*	13.25	----
TD	13.15	13.50
L2	13.25	----
L3	13.88	----

27.02 MAINTENANCE

Effective May 31, 1992

GRADE/ JOB	START	JOB	MERIT MAX. <i>5017</i>
S1 GARDENER	16.79	17.38	17.80
GROUP I			
CARPENTER	18.30	18.89	19.49
CEMENT MASON	18.30	18.89	19.49
PAINTER	18.30	18.89	19.49
S2 GROUP II			
PIPEFITTER/STEAMFITTER	17.80	18.99	20.17
S3 GROUP III			
MECHANIC	17.80	18.99	20.17
PACKAGING MECHANIC	17.80	18.99	20.17
MACHINIST	17.80	18.99	20.17
ELECTRONICS TECHNICIAN	17.80	18.99	20.17
ELECTRICIAN	17.80	18.99	20.17
S4 GROUP IV			
ELECTRICIAN/ELECTRONIC TECHNICIAN	19.74	20.56	21.11
LU LUBRICATOR	14.87	----	15.29
MG MAINTENANCE GENERAL	14.19	----	14.64
MS MAINTENANCE DEPARTMENT HELPER	11.79	----	12.18
RM RECEIVER MAINTENANCE STORES	13.32	----	13.40
SK STORESKEEPER	13.77	----	13.88
WA WICKET ATTENDANT	13.32	----	13.40

* p.e. = pay equity

27.03 APPRENTICES

Effective May 31, 1992

JOB GRADE	
START RATE	13.63
2ND YEAR	14.67
3RD YEAR	15.72
4TH YEAR	16.75

Trades Apprentice Wage Rates

27.04 The hourly rates paid will be as follows:

(a) During his/her first (1st) period s/he will be paid the Trade Apprentice Start Rate.

(b) During his/her second (2nd) period s/he will be paid the Trade Apprentice Start Rate plus 25% of the difference between Trade Apprentices Start Rate and Tradesperson Start Rate.

(c) During his/her third (3rd) period s/he will be paid the Apprentice Start Rate plus 50% of the difference between the Trade Apprentice Start Rate and Tradesperson Start Rate.

(d) During his/her fourth (4th) period s/he will be paid the Apprentice Start Rate plus 75% of the difference between the Trade Apprentice Start Rate and Tradesperson Start rate.

27.05 Any one of the three (3) schools (Basic, Intermediate, Advanced) may be held at a time which overlaps two (2) periods. If this occurs, the Trade Apprentice's Rate will be increased at the normal changeover time but will remain at the newest rate indefinitely until the appropriate schooling has been successfully completed.

27.06 LEAD HANDS

Effective May 31, 1992

Level 1 13.25

Moulding Various
(off shifts)
Coffee Crisp Wrapping
Bar Packing
Conveyor Warehouse

Level 2 13.88

After Eight Enrober Operator
 Flavour Room
 Moulding Manufacturing
 Wafer Department
 (Line operator)
 Receiving
 shipping
 Warehouse Transfers
 Cleaning and Sanitation
 Smarties
 Moulding Various (Days)
 Sample Room

Level 3 14.47

Wafer Department
 General
 Chocolate Manufacturing
 (1st Floor)
 Chocolate Making
 (Mixing Section)
 Aasted

27.07 RECEIVING DEPARTMENT

Effective May 31, 1992

	Start Rate	Merit Maximum
Truck Driver	13.15	13.50

Wage Rate Progression

27.08 (a) Employees will progress from minimum in Factory Grades within a period of not more than ninety (90) working days for Grade "A" and sixty (60) working days for all other Production Grades.

(b) In the Maintenance grades, employees will progress from Start Rate to Job Rate in not more than ninety (90) working days. In the skilled trades, employees may progress from Job Rate to Merit Maximum after one (1) year's service, provided they meet current qualifications.

Shift Premium

27.09 Shift workers will receive the following shift premiums:

Effective March 1, 1991, forty-six cents (\$0.46) per hour on an Afternoon Shift and sixty cents (\$0.60) per hour on a Night Shift.

*add 100.00 to 100.00
No*

cost of Living

27.10 Effective-March 1, 1991 and thereafter during the term of this Agreement, each employee will receive a cost of living allowance as set forth in this clause.

The amount of cost of living adjustment (COLA) shall be determined in accordance with changes in the Consumer Price Index on the base 1981=100 hereafter referred to as the "1981 Consumer Price Index" or "1981 CPI". In determining the three (3) month average of the indexes for a specified period, the computed average shall be rounded to the nearest .1 index point - i.e., .05 and greater rounded upward and less than the .05 rounded downward.

The COLA shall be computed using the three (3) month average of the 1981 CPI for August, September and October, 1990 as the base period. Cost of living adjustments will be made on a quarterly basis at the following times:

Effective Date of Adjustment

Based Upon Three (3) Month Average of the 1981 CPI for:

First pay period beginning on or after March 1, 1991 and at three (3) calendar month intervals thereafter to March 1, 1992.

November, December 1990 and January 1991 and at three (3) calendar month intervals thereafter to November, December 1991 and January 1992.

51-2

One cent (\$.01) adjustments in the cost of living shall become payable for each .2 change in the Consumer Price Index.

For the purposes of this Agreement, any paid COLA shall be treated as if it were incorporated into the base rate.

In the event Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form or the basis of calculating the Index, the parties agree to ask Statistics Canada to make available, for the life of this Agreement, a monthly Index in its present form and calculated on the same basis as the Index for February, 1991.

27.11 JOB CLASSIFICATIONS AND GRADES

Job Title	Grade
CHOCOLATE	
Trucker	C2
Chocolate Control	A2
Utilityperson	C1
Concher	B1
Concher's Helper	C1
H.M.S. Concher Operator	A2
Buss./H.M.S. Melangeur Operator	A2
Refiner Rolls Operator	A2
Refiner's Helper	A1
Cocoa Butter Melter	G.P.
Lead Hand Chocolate Making (Ground Floor)	--
Department Cleaner	G.P.
Factory Checker/Recorder	C1
Mixer (Rough Ingredients)	B1
Department Helper	G.P.
Sugar Grinder	C2
Lead Hand Chocolate Making (Mixing)	--
BISCUIT	
Department Helper	G.P.
Checkweigher	A1 (p.e.)
Lead Hand Coffee Crisp Wrapping	--
Enrober Operator	A2
Oven Operator	A2
High Speed Wrapping Machine Operator	C2
Batter Maker	B1
Cleaning/Set-Up Man	B1
Lead Hand Wafer Department	--
Factory Checker/Recorder	A3 (p.e.)
Enrober Feeder	C2 (p.e.)
Wrapping Section Helper	C1
Department Cleaner	G.P.
AFTER EIGHT	
Trucker	C2
Utilityperson	C2
Cream Maker	A2
Fondant Maker	A1
Depositor Operator	A1
Enrober Operator	A2
Checkweigher	A1 (p.e.)
Cream Maker's Helper	C2
Schubert Filler Operator	B2
Lead Hand After Eight Enrober Operator	--
Department Helper	G.P.

SMARTIES**Department Helper**

Soft Coat - Finish Coat Operator

Checkweigher

Smarties Syrup Boiler

Smarties Blend and Polish Operator**Centre Rub Down**

Nalle Plant Operator

Lead Hand Smarties Department

G.P.

C2

A1 (p.e.)

A1

G.P.

G.P.

A2

--

MOULDING**Trucker****Department Helper**

Checkweigher

Factory Checker/Recorder

Moulding Machine Operator

C & M Shell Line Operator

Lead Hand Moulding Manufacturing

Lead Hand Moulding Various

Process Moulding Operator

Moulding Department Lead Hand

Department Cleaner

C2

G.P.

A1 (p.e.)

C1

A2

A1

--

--

G.P.

--

G.P.

BAR PACKING**Trucker**

Department Helper

Stockkeeper

High Speed Wrapping Machine Operator

Factory Checker/Recorder**Stapler Operator - Warehouse**

Transwrap Machine Operator

Lead Hand Family Packing

Lead Hand Bar Packing

Lead Hand Conveyor Packing

Lead Hand Warehouse Transfers

Department Cleaner

C2

C1

C2

C2

A3 (p.e.)

C2

B1

--

--

--

--

G.P.

SERVICE

Carpenter
 Painter
 Maintenance Department Helper
 Machinist Fitter
 Electronics Electrician
 Electrician
 Electronics Technician
 Electrician/Electronic Technician
 Mechanic
 Packaging Machine Mechanic
 Pipefitter-Steamfitter
 Lubricator
 Receiver, Maintenance Stores
 Electrician Apprentice
 Cement Mason
 Pipefitter-Steamfitter Apprentice
 Maintenance Department General
 Storeskeeper
 Gardener
 Wicket Attendant
 Mechanic Apprentice

CLEANING AND SANITATION

Elevator Operator
Ladies Washroom Attendant
Production Cleaner
 Mechanic Floor Washer Operator
Men's Locker-Room Attendant
 Salvage and Garbage Collector
 Lead Hand Cleaning and Sanitation
Recorder/Storeskeeper

G.P.
 G.P.
 G.P.
 C1
 G.P.
 C2 ,
 -
 A3 (p.e.)

FLAVOUR ROOM

Lead Hand Flavour Room
 Flavour Room Dispenser's Helper
 Department Helper
Trucker
 Flavour Room Dispenser

-
 A1
 C1
 C2
 A2

RECEIVING

Warehouse Stock Controller
 Warehouse Cleaner
 Truck Driver
Forktruck Operator
 Receiver
 Lead Hand Receiving

B1
 C1
 A1
 A2
 B1
 --

SHIPPING

Warehouse Cleaner	C1
Order Processor	B1
Feeder Grade 1	B2
Shipper	A1
Forktruck Operator	A2
Lead Hand Shipping	--

SAMPLE ROOM

Lead Hand Sample Room	--
Sample Room Assistant	C2

ARTICLE 28 - JOB REDUNDANCY

Job Redundancy Defined

28.01 For the purpose of this section, a particular job or function will be declared redundant as will the employee who is actually performing the particular job or function at the time of the declared redundancy in the following circumstances only;

(i) in cases of permanent lay offs resulting from product rationalization and or discontinuation of certain product brands or lines. 31A

(ii) in cases where a change to method of operation and or process result in a permanent reduction of the work force. |

(iii) in cases where the introduction of technological change results in a permanent reduction of the work force. 31B

Employees who receive notice of either a temporary or an indefinite layoff as in the normal course associated with the seasonality of the Company's business, shall not be deemed to have been declared redundant.

Notice

28.02 (a) Employees who are declared redundant in accordance with the above, will receive written notice of permanent layoff (dismissal) eight (8) weeks prior to the effective date of the redundancy but in any event, not less than the prescribed notice period as defined in the E.S.A. for the province of Ontario. This shall not apply to any employee who is displaced by application of seniority -or Temporary employees.

(b) In the event of a reduction in the number of jobs as a result of technological change or the introduction of major capital equipment, the Company agrees to discuss such changes with the Union prior to the introduction of such change. The Company further agrees to minimize the dislocation to the greatest extent possible and will review all possibilities for alternative employment.

Bumping

28.03 (a) Any employee receiving notice in accordance with 28.02 (a) above, shall have the right to displace employees on the basis as set out in Article 13, section 13.02 (a) through (f).

(b) Employees electing to and who are successful in displacing another employee shall no longer be considered redundant however, the displaced employee for the purpose of this article shall be deemed to be the declared redundancy.

20-1

Redundancy Compensation

28.04 (a) Employees having proper seniority standing who are affected by 28.01, (i) through (iii) above will be compensated as follows:

Service Requirement			
< 5 years service	1	week of pay per year	
5 years but < 15 years	1 1/3	weeks of pay per year	
15 years but < 25 years	1 2/3	weeks of pay per year	
25 or more years	2	weeks of pay per year	32-10 45-96

(b) Length of service shall be determined as of the termination date. A week of pay will be the equivalent of forty (40) hours multiplied by the base rate of pay as stipulated by the terms of the Collective Agreement for the job held by the employee at the time of the declared redundancy.

Eligibility for Redundancy Compensation

28.05 In order to receive compensation as described in 28.04 above, employees must remain in our active employ until the effective date of the declared redundancy.

28.06 Compensation as referred to in 28.04 is deemed to include severance and or pay in lieu of notice to which an employee is otherwise entitled on termination under the E.S.A. for the province of Ontario.

Benefit Continuation

28.07 Payment of benefit premiums will continue for the equivalent of the number of weeks of redundancy compensation or for a minimum period of three (3) months whichever is greater, for the following benefits only:

Life, AD. & D., Group, Hospitalization and Dental

It is further understood that upon obtaining employment elsewhere, payment of benefit premiums shall immediately cease. Employees can, at their choice upon termination and at their cost, convert whole life insurance to a personal policy.

28.08 Prior to receiving redundancy compensation, employees are required to sign a Release and Indemnity form.



ARTICLE 29 - TERMINATION OR MODIFICATION OF AGREEMENT

29.01 This Agreement shall be in effect from March 1, 1992 through to and including April 30, 1993.

29.02 Further, this Agreement shall continue in effect from year to year thereafter unless either party gives notice, in writing, of its intent to terminate or seek amendment to this Agreement, which notice shall be given not more than ninety (90) days and not less than sixty (60) days before the termination date.

29.03 In the event that either party gives notice seeking amendments and subsequent to negotiations a new Agreement is not reached, this Agreement shall expire at the current expiry date, or upon completion of conciliation procedures as prescribed by law, whichever shall last occur.

29.04 It is understood that during any negotiations following upon notice of termination or amendment, either party may bring forward counter-proposals arising out of or related to the original proposals.

Retroactivity

29.05 The Company will pay all employees who were in its employ on the date of ratification, or who retired on or between March 1, 1989, and the date of ratification, the negotiated general increase in hourly rate for all hours compensated from March 1, 1989 to the date of ratification.

Legal Limitations

29.06 It is recognized that nothing in this contract is intended or shall anything be construed to require either party to contravene the laws of the Government of Ontario or the Government of Canada. Where any clauses may run counter to such laws, the provisions of the law shall apply where necessary.

DATED AT TORONTO, ONTARIO THIS 9 DAY OF July, 1992

FOR THE COMPANY

John De Souza
John De Souza

Larry Corbin
Larry Corbin

Audrey Redegeld
Audrey Redegeld

Archie Harkins
Archie Harkins

FOR THE UNION

Len Ruel
Len Ruel

Barry Lines
Barry Lines

John Lillie
John Lillie

McColley Jerome
McColley Jerome

Joe Valero
Joe Valero

Rudy Lewis
Rudy Lewis

Abbott Harvey
Abbott Harvey

Jeff Wareham
Jeff Wareham

May 31, 1992

Mr. L. Ruel
National Representative
CAW-Canada
205 Placer Court
North York, Willowdale
Ontario M2H 3H9

Dear Mr. Ruel:

LETTER OF UNDERSTANDING NO. 1

RE: PERMANENT PART-TIME EMPLOYEES

8/1/92

All reference to permanent part-time employees shall be deleted from the Collective Agreement with the understanding that they shall be considered permanent full-time employees with full seniority credits back to the date of hire or **rehire** in the case of broken service.

Furthermore, it is understood and agreed that those employees (**P.P.T.**) who were previously transferred to permanent full-time status shall also be credited **with** full seniority back to their date of hire on the same basis as described above.

It is further understood and agreed that the existing working conditions shall remain as is, without change, with reference to actual hours of work per day or per week or rest and lunch breaks, etc..

John De Souza
Manager, Industrial Relations

May 31, 1992

Mr. L. Ruel
National Representative
CAW-Canada
205 Placer Court
North York, Willowdale
Ontario M2H 3H9

Dear Mr. Ruel:

LETTER OF UNDERSTANDING NO. 2

RF: TEMPORARY EMPLOYEES

In accordance with our Agreement reached **during** negotiations, **Temporary** employees following completion of **sixty (60) working** days shall have **seniority** standing on a "Temporary employee seniority list" on a departmental **basis**.

The lay-off and or recall of Temporary employees shall be on a seniority basis within their home department.

Except as provided for in clause **12.02** (a), Temporary employees accepted as a permanent full-time employee shall have seniority standing effective from the date of actual transfer to the permanent full-time position. For the purpose of clarification, seniority credits as a Temporary employee will not be transferred to the full-time position.

A Temporary employee will be permitted to apply temporary seniority status outside of their home department before new Temporary employees are hired.

John De Souza
Manager, Industrial Relations

May 31, 1992

Mr. L. Ruel
National Representative
CAW-Canada
205 Placer Court
North York, Willowdale
Ontario M2H 3H9

Dear Mr Ruel:

LETTER OF UNDERSTANDING NO. 3

RE: SUBSTANCE ABUSE

2/1

It is clearly the Company's intention to continue its past practice with reference to the above matter and in so doing, it further agrees that in all cases the **Union will** have direct involvement in attempts to rehabilitate the individual(s) concerned.

John De Souza
Manager, Industrial Relations

May 31, 1992

Mr. L. Ruel
National Representative
CAW-Canada
205 Placer Court
North York, Willowdale
Ontario M2H 3H9 .

Dear Mr. Ruel:

LETTER OF UNDERSTANDING NO. 4

RE: CONTRACTING OUT



The Company agrees that the use of outside contractors shall not result in the lay-off or delays in recall from lay-off of any member of the skilled trades group **either** directly or indirectly, provided the laid off employee has sufficient skill and ability to perform the work. This provision shall not apply in cases of emergency.

John De Souza
Manager, Industrial Relations

May 31, 1992

Mr. L. Ruel
National Representative
CAW-Canada
205 Placer Court
North York, **Willowdale**
Ontario **M2H 3H9**

Dear Mr. **Ruel**:

LETTER OF UNDERSTANDING NO. 5

RE: PENSION PLAN

The Company agrees that a Pension **Committee** will be formed within sixty **(60)** days of the ratification of this Agreement. The Union **will** be entitled to have a representative on this Board.

John De **Souza**
Manager, Industrial Relations

May 31, 1992

Mr. L. Ruel
National Representative
CAW-Canada
205 Placer Court
North York, Willowdale
Ontario M2H 3H9

Dear Mr. Ruel:

LETTER OF UNDERSTANDING NO. 6

RE: ELECTRONIC TECHNICIAN

If any employee is awarded the position of Electronic **Technician** by virtue of equivalent qualifications then the management will advise the **maintenance** Steward.

-

John De Souza
Manager, Industrial Relations

May 31, 1992

**Mr. L. Ruel
National Representative
CAW - Canada
205 Placer Court
North York, Willowdale
Ontario M2H 3H9**

Dear Mr. Ruel:

LETTER OF UNDERSTANDING NO. 7

RE: COLA

51-3

In respect to Article 27.10, there shall be no COLA payout during the term of this Collective Agreement.

**John L. De Souza
Manager, Industrial Relations**

May 31, 1992

Mr. L. Ruel
National Representative
CAW - Canada
205 Placer Court
North York, Willowdale
Ontario M2H 3H9

Dear Mr. Ruel:

LETTER OF UNDERSTANDING NO. 8

RE: ARTICLE 2 - RECOGNITION AND SCOPE

The parties to the Collective Agreement having an expiry date of April 30, 1993, have reached Agreement with respect to the deletion of any and all reference to 1610 Champlain Avenue in the city of Whitby as contained in Article 2 section 2.01 with the following proviso:

- upon the sale of the aforementioned property/facility at any time during the lifetime of the Collective Agreement.

John L. De Souza
Manager, Industrial Relations

May 31, 1992


Mr. L. Ruel
National Representative
CAW - Canada
205 Placer Court
North York, Willowdale
Ontario M2H 3H9

Dear Mr, Ruel:

LETTER OF UNDERSTANDING

RE: LAY-OFF, RECALL

As regards Article 13, the Company will not be liable for any claim for damages resulting from a grievance alleging improper lay-off/recall, filed later than two (2) working days of the actual violation. Such written statement will be submitted directly to the Manager, Industrial Relations at that time and will be treated as a grievance and dealt with at Step 3 of the grievance procedure. The above shall remain in effect for three (3) months following the date of ratification.



John L. De Souza
Manager, Industrial Relations

FOR THE UNION



L. Ruel



B. Lines

FOR THE COMPANY



John L. De Souza

Note: This letter shall remain outside the Collective Agreement.

May 31, 1992

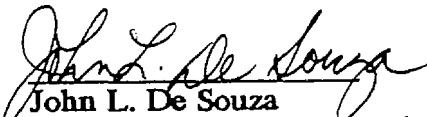
Mr. L. Ruel
National Representative
CAW - Canada
205 Placer Court
North York, Willowdale
Ontario M2H 3H9

Dear Mr. Ruel:


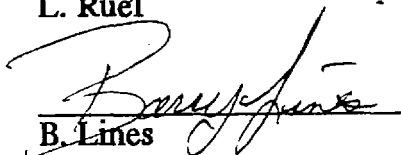
LETTER OF UNDERSTANDING

RE: JOB REDUNDANCY - VOLUNTARY

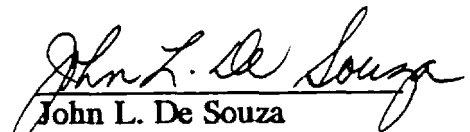
In respect to Article 28, Job Redundancy, when a position becomes redundant the Company will accept by seniority, requests for voluntary **severance on a one for one basis** when a **declared job** redundancy incumbent **chooses to exercise** his/her **seniority** rights and remain in the employ of the Company.


John L. De Souza
Manager, Industrial Relations

FOR THE UNION


L. Ruel

B. Lines

FOR THE COMPANY


John L. De Souza

Note: This letter **shall** remain outside the Collective Agreement.