

COLLECTIVE AGREEMENT
 BETWEEN
 WILLIAM NEILSON LTD.
 TORONTO, ONTARIO
 (HEREINAFTER CALLED "THE COMPANY")
 AND
 UNITED FOOD AND COMMERCIAL WORKERS
 REGION 18
 CHARTERED BY
 UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION
 AFFILIATED WITH THE A.F.L.-C.I.O., C.L.C.
 ON BEHALF OF ITS
 LOCAL, ~~529~~ 529A
 (HEREINAFTER CALLED "THE UNION")

SOURCE	C.		
EFF.	80	12	01
TERM.	88	11	30
No. OF EMPLOYEES	550		
NOMBRE D'EMPLOYÉS	A.B.		

ARTICLE 1
GENERAL PURPOSE

1.01 The general purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union and to provide a procedure for the prompt and equitable disposition of grievances, and to establish and maintain working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

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

ARTICLE 2
RELATIONSHIP

2.01 The Company and the Union agree that there will be no discrimination, interference or coercion exercised or practised by them or any of their representatives or agents with respect to any employee because of membership or lack of membership in, or activity on behalf of, the Union.

2.02 The Union agrees that there will be no Union activity on plant premises during working hours except that which is necessary as hereinafter provided.

ARTICLE 3
UNION RECOGNITION

3.01 The Company recognizes the Union as the bargaining agent of all employees of William Neilson Limited in Metropolitan Toronto and Georgetown, save and except assistant foremen and foreladies and supervisors, persons above the rank of assistant foremen and foreladies and supervisors, office and sales staff and persons covered by a subsisting Collective Agreement with the International Union of Operating Engineers Local 796.

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3.02' The Company agrees that supervisors and those above the rank of supervisor shall not perform work usually performed by members of the Bargaining Unit except when such performance:

- (a) Is for the purpose of overcoming production difficulties caused by **the** absence of an employee up to one day. In such cases the Company will obtain suitable replacements **as** soon as reasonably possible.
- (b) Is in the maintenance operation or such other areas **as may be** agreed subject to Article 3.02(d). The Company agrees not to expand on the number of supervisors directly responsible for the supervision of hourly-rated employees beyond those on staff as of 4 December 1981. Further, in the event of a lay-off, supervisory **staff** will be reduced by the same ratios **as** applied to the Bargaining Unit personnel and minimal work will be done by supervisory staff.
- (c) Is limited to occasional work, negligible in amount.
- (d) It is understood that supervisors or those above the rank of supervisor will not replace an available qualified Bargaining Unit employee on an overtime shift.

5- 3.03 The Company shall not contract out Bargaining Unit work beyond what is currently contracted out.

ARTICLE 4 **MANAGEMENT RIGHTS**

4.01 The Union recognizes that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) **hire**, discharge, classify, transfer, **promote**, demote or discipline employees provided that a claim of discriminatory promotion, demotion or **transfer** or a claim that an employee has been discharged or disciplined without reasonable cause or contrary to the provisions of this Agreement, may be the subject of a grievance and dealt with **as** hereinafter provided;
- (c) manage the industrial enterprise in which the Company may be **from** time **to** time engaged and, without restricting **the** generality of the foregoing **to** determine the number and location **of** buildings, the products to be manufactured, the methods of manufacturing and remuneration, **the** schedules of production, the kinds and locations **of** machines and tools to be used, the processes of manufacturing and assembling, the engineering and designing of its

products, the control of materials and the parts and/or materials to **be** incorporated in the products produced.

ARTICLE 5
STRIKES AND LOCK-OUTS

5.01 The Company agrees that it will not **cause** or direct any lock-out of its employees **and the** Union and the employees in the Bargaining Unit agree that there will be no strikes or other collective action which will stop or interfere with production during the term of this Agreement or any extension thereof.

5.02 "Strike" and lock-out" shall **have** the meaning given those terms in the Labour Relations Act.

ARTICLE 6
UNION SECURITY

6.01 The Company agrees that ~~all employees~~, covered by this Agreement, shall, **as** a condition of employment, become **and** remain members of the Union. | -2

6.02 It is further provided that **all** new employees hired by the Company after **the** effective date of this Agreement shall pay dues providing they have **worked** at least **forty (40) hours in the** week or weeks prior to the check-off date.

6.03 An employee will be considered a member of the Union as long **as** he continues to pay his regular Union dues and assessments as prescribed by the Local and International Constitution.

6.04 The Company agrees to provide the Local with office accommodation on the Gladstone premises.

ARTICLE 7
CHECK-OFF

7.01 The Company agrees to deduct from the pay due an employee, who authorizes such deduction in writing, the regular weekly Union dues. **The Company further agrees to transmit the** amounts so deducted to **the** financial secretary of the Local Union on or before the last day of each month together with **a** list of the employees from whom such deductions are made. The Union agrees to notify the Company of the amount of the regular Union dues. 2-1

7.02 Special assessments if levied in accordance with the Constitution and by-laws **of** the Union will be deducted from the members of the Union upon proper notification from the Union.

ARTICLE 8
UNION REPRESENTATION

8.01 The Union agrees that employees shall not be eligible to serve **as** officers, stewards or members of any Union committee until after they have been placed on the seniority list.

8.02 The Union acknowledges that officers, stewards and members of committees have duties to perform on behalf of the Company and that such persons will not leave their assigned duties without obtaining the permission of their immediate foreman, who will **not** withhold such permission unreasonably and will report back to the foreman on completion of Union business.

8.03 It is clearly understood that Union officers, stewards, and members of committees will not absent themselves unreasonably in order to deal with grievances and/or negotiations and in accordance with this understanding the Company will compensate such employees for time spent in dealing with such grievances or negotiations with the Company Representatives at the employees applicable rate of pay.

630-1 ↓
ARTICLE 9
NEGOTIATING COMMITTEE

9.01 The Company acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than five (5) regular employees and will recognize and deal with this committee with respect to the negotiation of amendments to this Agreement when timely.

9.02 Meetings of the negotiating committee with management shall be **held** whenever the 'committee or management submits an agenda of the business to be transacted and gives forty-eight (48) hours notice of the meeting. A representative of the International Union may participate in such negotiations if requested to do **so** by either party. The said committee will co-operate with the Company in the administration of this Agreement.

9.03 It is clearly understood that the negotiating committee is a separate entity from the grievance committee and will deal with only such matters **as** are properly the subject of negotiations, including proposals **for** the renewal or modification of this Agreement at the proper time. The Union will provide the Company with the names of the members of the negotiating committee and will inform the Company of any change in the said committee.

ARTICLE 10
GRIEVANCE PROCEDURE

10.01 The Company acknowledges the right of the Union to appoint or otherwise select a reasonable number of stewards to assist employees in presenting their grievances to the representatives of the Company. The number of such stewards and **the** zone within which each one is to function shall be determined from time to time through joint negotiations. The Union shall keep the Company informed of the names of the Stewards and the **Zones** they represent.

10.02 The Company will recognize and deal with a grievance committee composed of the Local Plant Chairman, Chief Steward, Recording Secretary, Assistant Chief Steward and the Steward from **the** zone **where** the grievance **arises**. It is **understood** that members of the committee shall be employees of the Company **who** have attained seniority. The Company agrees to designate two Company representatives with **the** authority to deal with grievances at the third stage.

10.03 Should differences arise between the Union and **its** members and the Company **as** to the interpretation, application, administration or alleged violation of this Agreement, including whether or not **the difference** is arbitrable, an earnest effort will be made to settle all matters promptly in the following manner.

STEP #1

The aggrieved employee, with or without his Steward, shall present his grievance orally to his immediate Supervisor within five (5) working days of the incident from which the grievance arises. If **the** matter is not settled to the satisfaction of the employee concerned within two **(2)** working days, **or** within any longer period of time which may be mutually agreed upon at the time, then **Step #2** may **be** involved.

STEP #2

The Chief Steward and the Zone Steward after presenting the grievance in writing shall meet with the employee's immediate supervisor and manager in an attempt to resolve the difference. If the matter is not settled within two **(2)** working days of the answer at Step #2 or within any longer period of time which **may** be mutually agreed upon at the time, then Step #3 may be invoked.

STEP #3

The grievance committee will meet with the representatives of the **Company** designated for this purpose, within five **(5)** working **days** of the answer in Step #2. At this meeting an International Representative of the Union and/or counsel for the Company may participate **if** requested to do **so** by either party. If the grievance is not settled within five **(5)** working days, **or** within

any longer period of time which may be mutually agreed upon at the time, then at the request of either party the grievance may be referred to arbitration provided such request is made within ten (10) working days.

NOTE

The grievor, **if** required by either party, may attend any of the foregoing steps in the grievance procedure and **his** regular rate of pay **for** such time, if during his regular working hours and provided he is not on lay-off, suspension or discharge, shall be **paid** by the Company.

10.04(a) The Company agrees that a Steward or Chief Steward be present at meetings where disciplinary action is a likely consequence. If such disciplinary action is decided upon, due to circumstances which develop during a meeting, the Steward or Chief Steward will be invited to join the meeting prior to the decision being rendered. (**If** the employee is a Steward, he shall have the right to have the attendance at the meeting of another Steward or Chief Steward.)

10.04(b) If an employee is dismissed or suspended for any reason whatsoever and feels that he has been unjustly dealt with he may promptly notify his Steward or the Chief Steward who shall, **if a** grievance **is** to be filed, notify the Plant Superintendent in writing within five (**5**) working days from the date of suspension, or dismissal. All preliminary steps of the grievance procedure prior to Step #3 will **be** omitted in such cases. Such special grievance may be settled by maintaining management's position, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is **just** and equitable in **the** opinion of the conferring parties, or in the opinion of an arbitration board if the matter is referred to such board.

10.05 A grievance of the employer or a policy or group grievance of the Union which is distinguished from an individual employee's grievance, must be sent by registered mail or be personally delivered to the Manager of the Union, as the case may be, within fifteen (15) working **days** after the occurrence of the **matter** which is **the** subject of **the** grievance. The parties shall meet to discuss any such grievance within the said ten (10) working days, **then** either party may notify the other party in writing within **a** further period of five (**5**) working days, that it intends **to** proceed to arbitration and shall contain details of the grievance, **a** statement of the exact matter in dispute and a statement of the relief sought from an arbitration board.

10.06 Time lapse **as** spelled out in Article 10 **may** be changed only by mutual agreement of both parties.

10.07 The Company agrees to forward copies of documented disciplinary action to the Union. Further ~~all entries~~ which relate to disciplinary action shall be withdrawn two (2) years after the date of issue, 9-1

ARTICLE 11
ARBITRATION

11.01 When either party requests that a grievance be submitted to arbitration it shall make such request in writing addressed to the other party to this Agreement within ten (10) days from the date the grievance was dealt with in Step #3 and at the same time shall nominate its representative to the arbitration board and shall state the issue in dispute and the article or articles of the Agreement which are alleged to have been violated.

11.02 The recipient of such notice shall within five (5) days thereafter nominate its representative to the arbitration board who, in turn, will contact the other party's nominee to the arbitration board in an attempt to choose a chairman. If the two (2) nominees are unable to agree upon a chairman within five (5) days, then either party may request the Minister of Labour for Ontario to appoint a Chairman. When agreement between the **two** (2) parties exists, a single arbitrator may be appointed to rule on an issue in dispute.

The single arbitrator shall be chosen jointly by the parties. Time limits applicable to a Board shall also apply to single arbitrators.

11.03 Each of the parties hereto will bear the expenses of its nominee to the arbitration board and **the** parties will jointly bear the expenses and fees of the chairman of the arbitration board or **of** the single arbitrator.

11.04 The arbitration board or single arbitrator shall not be authorized to alter, modify or amend any part of **this** Agreement but shall base its or his decision on the contractual rights of the parties **as** stated in this Agreement.

ARTICLE 12
SENIORITY

12.01 Seniority shall mean accumulated service in the Bargaining Unit.

Where an employee within the Bargaining Unit accepts a position outside of the unit, his plant seniority shall **cease** effective the date on which the transfer takes place.

In **an** application of seniority that involves employees with equal seniority, the employee with the lowest **clock** number shall be considered the most senior.

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12.02 An employee hired into a permanent position will be considered probationary and shall have no seniority until he has been on the Company's payroll for a period of ~~sixty (60)~~ continuous calendar days. Upon completion of his probationary period he shall be granted seniority which will be backdated sixty (60) calendar days.

12.03(a) Seniority list shall be posted by the Company in the Cafeteria and at the Georgetown and Weston Road locations. Plant seniority list shall be brought up-to-date every month. The Union will be given a copy of the seniority list, and a list showing the paid rate of each employee once a month.

(b) During their apprenticeship period, apprentices shall accumulate plant seniority only. In lay-off situations, apprentices shall be considered most junior within their department. Following completion of the apprenticeship programme, apprentices shall be deemed to have full seniority rights.

12.04 Employees shall lose seniority and seniority rights and employment terminated for any of the following reasons.

- (a) If the employee quits his employment with the Company.
- (b) If the employee is discharged and such discharge is not reversed through the grievance procedure.
- (c) If the employee is laid-off and fails to return to work within two (2) consecutive working days after being notified by the Company to do so by telephone, registered mail, or both, to the employee's last known address as recorded on the Company's records. Should an employee not be able to return for valid reasons, an extension to the two (2) days will be considered. Approval for such an extension must be authorized by the Company.
- (d) If the employee is laid-off for a period of ~~two (2) years~~ or more.
- (e) If the employee overstays a leave-of-absence granted by the Company without securing an extension of such leave.
- (f) If the employee retires under the terms of the Pension Plan.

12.05 Employees shall maintain and accumulate seniority if they are absent due to sickness or accident subject to the following conditions:

- (a) Those employees who have completed their probationary period but have less than two (2) years of service shall continue to accumulate seniority for up to one (1) year.

(b) Those employees who have two (2) years service or more shall continue to accumulate seniority **for** a period equivalent to half his service but not in excess of four (4) years.

(c) It is agreed that an employee who is absent due to sickness, accident or leave-of-absence and providing he returns to **work** within the specified time **as** defined in (a) or (b) above shall be **placed** on the job previously held or one of an equal rate if that job is not available providing the employee is medically qualified to perform the assigned **work**.

(d) An employee who cannot return **to** work within the specified time [**as** defined in (a) or (b)] by reasons of sickness or accident and who is subsequently declared fit to return to work shall be given credit for past service **up** to the time limits [**as** defined in (a) or (b)]. In such cases, the employee will be returned to the work available provided he can learn the job in a reasonable amount of time. A rate equal to the previous rate cannot **be** guaranteed.

12.06 SENIORITY APPLIED TO LAY-OFFS

Except by agreement with the Chief Steward whenever there is a reduction in staff in any **job** classification, the following procedure shall apply:

(a) Probationary employees shall be laid-off first providing those employees entitled to remain can perform the required work.

(b) ~~The most junior of the employees in the job classifications in the department affected shall then displace~~ the most junior employee in all other departments on the same shift provided he can learn the job in a reasonable amount of time. 210 21E-1

(c) Those employees who eventually **become** surplus **after** (a) and (b) above shall displace the most junior employee regardless of the shift excepting that those employees placed on the surplus list shall be offered their choice of shift, providing it is available. Shift choice shall be offered to surplus **employees** in order of seniority. Notwithstanding this, employees shall have the right to accept lay-off rather than an inter-shift transfer and such employees will not be entitled to the lay-off notice or **work** week guarantee.

(d) Employees shall be given notice of lay-off on the basis of two (2) working day's notice for each completed **six (6)** months service, but with a minimum of **two (2)** working days, **subject to** the requirements of the Employment Standards Act, to a maximum of fifty (50) working days. 216-1

Employees when laid-off shall be entitled to their weekly guarantee as set out in Schedule B.01 for the week in which such notice is given and for each full week of notice required.

The guarantee for **less** than full **weeks** shall be that fraction of ~~thirty-eight~~ **(38)** hours which the number of days of lay-off notice **is** of their normal work week.

(e) The Chief Steward shall be **furnished with the** name, department, clock #, of **each new** employee and employees to be **laid** off at the time lay-off notice is issued.

(f) A formal letter describing contractual rights shall be presented to each employee affected by the lay-off and this letter shall **be** signed by the employee,

(g) Employees at the time of lay-off shall be given the opportunity to request recall according to seniority and qualification for casual and temporary work if and when such **work** is available. Acceptance or refusal of such work shall not affect any right **to recall** according to Clause 12.07, Recalls, Employees who accept recall for such casual or temporary work, shall not be entitled to the provisions of **Clause 12.06(d) and** Schedule B.01.

12.07 RECALLS

210-1 (a) Employees who are actually laid-off shall be placed on an overall recall list in order of seniority.

Opportunities for re-employment shall be offered to persons on **this** recall list, the first preference given to the most senior, providing he can **learn the** job in a reasonable amount of time.

It is understood that an employee with plant seniority may **decline** recall up to a maximum of **six (6)** months for shift reasons only, when there are other employees eligible for recall. It is agreed that employees who refuse recall for shift reasons must provide one week's notice to the Company of their intention to return to **work**.

(b) An employee recalled under **this** Clause shall, **subject to** the requirements of Articles 12.06 and 12.07, be returned to regular **status** upon the expiration of **two (2)** consecutive **weeks** of **work** provided he has the seniority over those on lay-off. If not, then the most senior person on the recall list shall be recalled. An employee recalled under **this Clause** who meets all requirements of Schedule "F" shall be entitled to plant holiday **pay**.

(c) During recall to a regular job, employees on **lay-off**, those wishing a transfer to a different shift, those who **have** accepted a different shift as a result of the lay-off process, and those who are not in their normal department, shall comprise a recall list in order of seniority. The most senior person on the list shall be recalled to the regular job opening.

12.08 JOB VACANCY POSTING

Vacancies of a temporary or permanent nature will be filled from within the department in which they occur, by the most senior person who is qualified to do the work. Such vacancies shall be posted for two (2) working days. 27F-1

If there are no qualified employees in the department in which the vacancy occurred, the vacancy will be posted throughout the plant for a period of not more than three (3) working days.

It is agreed that a temporary job will not last more than six (6) months. Only the employee's prior rate shall be subject to rate protection and the employee need not necessarily be returned to his prior job.

Applications received will be evaluated on the basis of qualifications and seniority. However, if qualifications are relatively equal, seniority shall prevail. It is agreed, the Company may fill the vacancy temporarily pending the outcome of the posting. 27A-1

When an employee successfully applied for a job posting, a minimum period of two (2) weeks shall be established before the transfer becomes **official**. During this period, the employee will have the right to return to his previous job. The successful applicant to the job being vacated will not be officially transferred to his **new** position until the expiration of this two (2) week period.

Truck drivers in each Department shall have the right to bid on job vacancies within their Department **prior** to general posting. Seniority and qualification requirements **must** be observed. The Company also agrees to provide upgrading training to drivers who successfully apply to job postings.

12.09 TRANSFERS

Employees may apply for a transfer in writing to the Personnel Department. Applications on file will be considered on the same basis as in 12.07(c) or in the event no one applies for the **vacancy** through the **job** posting process.

ARTICLE 13LEAVE-OF-ABSENCE, BEREAVEMENT, JURY DUTY, PREGNANCY LEAVE13.01 LEAVE-OF-ABSENCE

(a) The Company may grant leave-of-absence without pay for Union business, or, in the event an employee is elected to Municipal, Provincial or Federal Government, or is elected to a full-time position with the Union or C.L.C. Seniority will be maintained and accumulated during **this** leave-of-absence. 63K-3 63E-3 63F

63N-7

13.01 (b) An employee with two (2) or more years of seniority shall be entitled to a period of leave-of-absence ~~without pay~~ to total no more than one (1) month during a four (4) year period. Prior notice to the Company of three (3) months is required and such leaves-of-absences must be taken in conjunction with the employee's vacation.

Further, it is agreed that:

- i) No more than five percent (5%) of the staff within a department may be on a leave-of-absence at one time.
- ii) Unless leaves-of-absences are for emergency purposes, the departmental vacation schedule must take precedence.
- iii) Employees may request leaves-of-absences for emergency purposes.

(c) Requests for leaves-of-absences to augment summer vacations shall not be approved until March 1, at which time the vacation schedule for the individual department will be finalized and approved.

13.02 BEREAVEMENT

In the event of the death of an employee's spouse, child, sister or brother, parents, parents-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, bereavement leaves of up to a maximum of three (3) days with pay will be granted for the purpose of making arrangements for and attending the funeral and shall terminate no later than two (2) days following the funeral. One day's bereavement pay will be granted an employee who is unable to attend *the* funeral due to time and distance considerations.

63A-1

13.03 JURY OR WITNESS DUTY

The Company will pay an employee their regular day's pay for every day in attendance for jury duty, or appears as a witness when subpoenaed by the Crown. The employee will turn over to the Company all fees that may be received as a juror or a witness.

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13.04 PREGNANCY LEAVE

Employees who become pregnant will be entitled to a leave-of-absence as per the Employment Standards Act of Ontario.

58A-017

ARTICLE 14
GENERAL CONDITIONS

14.01 BULLETIN BOARDS

The Company **will** provide bulletin boards in mutually satisfactory locations throughout the plant for the convenience of posting notices of Union activities. All such notices **must** be signed by the President of the Local Union and must have **the** approval of the Company. The Company agrees to maintain the bulletin boards in good condition provided they are not subject to abuse.

14.02 (a) SAFETY SHOES

The Company **will** contribute **up to** fifty dollars (**\$50.00**) once a year toward the purchase of safety shoes. In certain cases, designated personnel will receive **up to** fifty-eight dollars (**\$58.00**) once a year towards the purchase of safety shoes. Safety shoes may be purchased through payroll deduction at a minimum of two dollars (**\$2.00**) per week. Amounts less than three dollars (**\$3.00**) owing will be paid by **the** employee at the time of purchase.

Effective 1 December 1987, these rates will be **increased to fifty-two dollars (\$52.00) and sixty-one dollars (\$61.00)** respectively.

All employees will be required to wear safety **shoes** excepting those employees with shoe-related afflictions and then **only when this is supported** by medical documentation. This latter Clause shall not apply to maintenance or warehouse personnel.

14.02 (b) CLOTHING

The Company will be responsible for supply and laundering of uniforms, including freezer clothing. Uniform change schedules will be published separately and will allow for turn-in of soiled uniforms at **the** end of Friday **workday** and pick-up at the start of Monday workday. In addition, the Company will supply jackets where required. Employees experiencing problems with their uniforms **may seek** redress through the **complaint procedure**.

Each employee shall be provided with one **new** uniform each year (to be available by June). This clause does not apply to Truck Drivers, whose clothing agreement is covered separately.

14.02 (c) SAFETY LENSES

The Company will supply safety glasses to maintenance engineering personnel. Replacement costs shall be paid on a frequency of one (1) pair per year. It is further agreed that maintenance engineering personnel are required to wear safety **glasses** provided during all operations likely to produce injury to the eye(s). In other areas, designated by the Company, safety **glasses** will be supplied on the same basis as above.

14.03 (a) REST PERIODS

The Company will grant a rest period of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of each shift, the time of the period to be allotted by the Foreman. Rest periods, as a general rule, will be granted as close to the middle of the half shift as possible.

When an employee is instructed to report to work late, the entitlement to rest breaks shall apply.

In addition a rest period of fifteen (15) minutes shall be granted two and a half (2 1/2) hours following the normal shift end.

14.03 (b) PERSONAL CLEAN-UP

The Company agrees to provide employees with five (5) minutes **personal** clean-up time prior to their scheduled quitting time. Scheduled quitting time is defined as that time when employees finish either a normal shift or normal shift plus overtime.

Employees will be allowed to leave their work area five (5) minutes prior to scheduled quitting time, punch out, and then proceed to the change areas.

14.04 OVERTIME MEAL AND ALLOWANCES

Employees working nine (9) hours or more on a shift, exclusive of the meal break, will be provided with a meal voucher worth four dollars and ten cents (\$4.10) for use in the Cafeteria and allowed one-half (1/2) hour with pay (computed at straight time rates) in which to eat the meal. In areas where, or at times when, the Cafeteria service is not available, an allowance of **four** dollars and ten cents (4.10) plus one-half (1/2) hour at straight time will be paid through the employee payroll system. An additional meal voucher and paid meal **break** of thirty (38) minutes at **straight time** shall be paid whenever an employee has worked twelve (12) hours or more. The Company agrees to renegotiate meal allowances following any full scale Cafeteria price increase. The meal premium is **payable** by Thursday of the week following the week in which entitlement was earned.

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The Company **agrees** to form a joint Committee for the purpose of reviewing the Cafeteria operation.

14.05 CALL-IN PAY

An employee called in to **do** emergency work after having completed his regular schedule shift and left the plant premises, or on his regular day off, will be given a minimum of four (4) hours work or four (4) hours pay at his appropriate rate. JSD

14.06 INJURY SHIFT GUARANTEE

An employee injured while working in the plant shall suffer no loss of earnings for the regular hours he would have worked but were necessarily lost on **the** day on which **the** accident occurs.

On occasions where an employee is required to **lose** time for **post** treatment of the accident, he will be allowed up to three (3) visits at a maximum of two (2) **hours** per visit, at the employee's regular rate. Doctor's appointments **of** this nature **must** be reported to **the** Plant Nurse to ensure payment.

14.07 HOURS BEFORE 6:00 A.M.

Hours worked **prior** to **6:00 a.m.** will be paid a premium rate of three dollars and sixty-five cents (**\$3.65**) per hour. This will apply to "A" shift personnel only. Effective 1 December 1987, the premium shall be three dollars and eighty cents (**\$3.80**). }
Day shift only

ARTICLE 15
SCHEDULES

15.01 Attached hereto **and** forming part of this Agreement are the following schedules:

- Schedule "A" - Tool Allowance
- Schedule "B" - Respecting Hours of Work, Overtime, Shift Premium, Wages and Job Rates.
- Schedule "C" - Application of Rates
- Schedule "D" - Welfare Plan
- Schedule "E" - Vacation Clause
- Schedule "F" - Paid Plant Holidays
- Schedule "G" - Pension Plan
- Schedule "H" - Separation Allowance
- Schedule "I" - Truck Drivers

ARTICLE 16
DURATION OF AGREEMENT

16.01 This Agreement shall take effect on the 1st day of December 1986 and shall continue in effect until the 30th day of November 1988. Unless either party gives notice in writing to the other party that amendments are required or that the party intends terminating the Agreement, then it shall continue in effect from year to year thereafter.


16.02 Notice that amendments are required or that either party intends to terminate the Agreement, must be given not more than ninety (90) days and not less than thirty (30) days prior to the expiration of the Agreement.

16.03 The parties hereto agree to meet for the purpose of negotiations within fifteen (15) days after the giving of such notice or within a further period if mutually agreed to.

Dated at Toronto, Ontario this 31st day of March, 1987.

WILLIAM NEILSON LTD.

UNITED FOOD AND COMMERCIAL WORKERS
LOCAL P529A



J.S. CLIFFE, V.P.
PERSONNEL & INDUSTRIAL
RELATIONS



PRESIDENT



T. RUGGIERO PERSONNEL
ADMINISTRATOR.



VICE-PRESIDENT



CHIEF STEWARD



ASSISTANT CHIEF STEWARD



SECRETARY



BUSINESS AGENT

SCHEDULE "A"
SKILLED TRADES
TOOL ALLOWANCE

<u>TRADE</u>	<u>EFFECTIVE</u> <u>DEC. 1/86</u>	<u>EFFECTIVE</u> <u>DEC. 1/87</u>
Lubrication Mechanic	\$ 47.50	\$ 50.00
Electronic Technician	\$155.00	\$163.00
Sheet Metal Mechanic		
Packaging Mechanic		
Electrician		
Building Maintenance Man		
Machinist		
Refrigeration Mechanic		
Maintenance Mechanic		
Pipefitter		
Welder		
Lift Truck Mechanic		
Maintenance Utility Man		
Apprentices		

Such allowance will be payable in December in arrears and will be pro-rated for individuals with less than the **full year's** service.

Wrapping Systems Operators shall have **their** required tools supplied and/or replaced as necessary.

SCHEDULE "B"
HOURS OF WORK, OVERTIME, SHIFT PREMIUM

B.01 **HOURS OF WORK**

The Company agrees to guarantee each ~~employee~~ ²⁴⁻² **thirty-eight (38) hours of work or pay in lieu thereof in each week, subject to the following conditions:**

(a) An employee reports for work at his scheduled starting time and does not decline the work to which he is assigned.

(b) An employee reporting late for work unless instructed to by the **Company** shall lose that amount of time from the **weekly** guarantee.

(c) Employees who are hired or recalled or who return to work from sickness, accident, ~~leave-of-absence~~ or pregnancy leave after **the** commencement of the work week shall **only** be entitled to one-fifth (1/5) of the weekly guarantee for each day remaining in their work week.

8.01(d) It is understood that pay received for bereavement, jury duty or public holiday can be used towards the weekly guarantee, but not the hours actually worked in the event an employee works on the public holiday.

(e) An employee who is dismissed or suspended and such dismissal or suspension is not reversed through the grievance or arbitration procedure will not be entitled to that fraction of the guarantee that is remaining in the work week.

B.02 The normal hours of work shall consist of five (5) ³⁴⁻⁴⁰⁰⁰ eight (8) hour days, and shall constitute the normal working week of forty (40) hours.

B.03 The schedules of hours, setting forth the daily shift schedules of hours for every department and individuals (that is, starting and quitting times) shall be given to the President of the Union. A copy of these schedules of hours shall be posted on the bulletin boards.

B.04 Notice of change to the departmental schedules of hours referred to in Clause B.02 shall be given to the President of the Union, one (1) week prior to such change and if the change is to be permanent, the change will be made on the bulletin boards. Notice of changes to individual schedules must be given to the employee affected twenty-four (24) hours in advance of such change. If such notice, in writing, is not given, all hours worked outside the normal schedule must be paid for at the rate of time and one-half (1 1/2) and the employee must be guaranteed his normal shift hours, unless the change is mutually agreed to between the employee and the Company.

Except where shift rotation is practiced, employees shall be transferred from one (1) shift to another according to seniority ~~(so that the employee with the least seniority shall be the first to be transferred)~~, provided that such employee is qualified for the job to which he is transferred. ^{27B-1}

B.05 OVERTIME

⁴⁰⁻² ~~All overtime will be voluntary, but under no circumstances will the Company have to shut down a line or delay a changeover due to unavailability of bargaining unit workers for overtime work.~~ [?] In the event overtime is required on Saturday or Sunday, Departmental Managers will advise the Department Steward of the requirement.

All time worked in excess of eight (8) hours per shift, but under twelve (12) hours per shift, shall be considered as overtime and shall be paid for at time and one-half (1 1/2) the employee's regular rate. All time in excess of twelve (12) hours per shift shall be considered as overtime and ~~shall be~~ ^{37B-4} paid for at double (2x) the employee's regular rate. All time in excess of ~~fifteen~~ (15) hours per shift shall be considered as

overtime and shall be paid for at triple (3x) the employee's regular rate.

Overtime will be **offered** firstly to the employee who normally performs the job. In the event the incumbent declines the opportunity, it will be offered on a basis of seniority to those qualified to **do the** work. It is not the intent that senior employees be **offered** all the opportunities but that overtime will be shared on an equitable basis.

In compiling the overtime participation list, probationary employees shall not be entitled to work overtime until all regular employees **at** the pay level(s) required **for** the overtime work have been requested to work the overtime first.

Overtime scheduled on **the** weekends for probationary employees will be **offered** first: to regular employees **at the same pay** level. Probationary staff will be allowed to work weekend overtime only if regular staff cannot satisfy the manpower requirement.

In **the event** it becomes necessary to **run** a shift in addition to **an "A"** shift, that overlaps in **excess** of two (2) hours, all time worked in excess of and including the two (2) hours shall be paid for at the rate of one and one-half (1 1/2) times **the** employee's regular **rate**.

- B.06 (a) All time worked on Saturday shall be paid for at time and one-half (1 1/2x) the employee's regular rate and in addition **all** time worked in excess of eight (8) hours shall be **paid for at** the rate of double (2x) the employee's regular rate. All time worked in **excess** of twelve (12) hours shall be paid for at the rate of triple (3x) the employee's regular rate. 37C-7
- (b) All time worked on Sunday shall be **paid for at double** (2x) the employee's regular rate and in addition all time worked in excess of **eight (8)** hours shall be paid for at the rate of triple (3x) the employee's regular rate. 3120
- (c) For **the** purpose of defining when a shift worker will receive overtime premium **for** Saturday and/or Sunday, it is understood that the **day** of the shift will be that in which the shift commences, except in the case of **Weston Road where** a premium of three dollars and fifty cents (\$3.50) per hour will apply for regularly scheduled hours worked between **six p.m. (6:00)** and midnight (12.00) a.m. on Sundays.
- (d) The **Weston Road** Sunday premium shall also be applied to Statutory Holidays which **are** the first work day in the new work week.

37E-0

B.07 All time worked on a paid plant holiday, up to eight (8) hours, will be paid for at double (2x) the employee's regular rate and all time worked in excess of eight (8) hours shall be paid for at the rate of two and one-half (2 1/2) times the **employee's** regular rate.

def.

B.08 SHIFT PREMIUM

Employees working on other than the day shift will receive a premium of thirty-seven cents (.37) per hour for the second shift and fifty-five cents (.55) per hour on the third shift. Effective ~~1 December 1987~~, shift premiums shall be forty cents (.40) and **sixty cents (.60)**.

WILLIAM NEILSON LTD.
BARGAINING UNIT JOB CLASSIFICATION

50A-1

PRODUCTION:

	EFFECTIVE DEC. 1/86	EFFECTIVE DEC. 1/87
PlA	\$11.12	\$11.56

C600 Carle Plant Operator
Wafer System Operator
Utility I/C Operator
Chief Jensen Operator
Mix Master
P1

\$10.82 \$11.25

C.M. 1000 Carle Plant Operator
Air Milling Operator
Patzholtz Conching Operator
Cocoa Mill Operator
Peanut Roaster Operator
Bean Roaster Operator
Vita Line 12 Operator
Vita Line 8 Operator
Assistant Mixmaster
Sortex Machine Operator
1 Litre Operator
2 Litre Square/Lid Seal Operator
Bulk Operator
Buehler Operator
Chocolate Distribution Operator
Mix Supplier
Natural Bar Operator
Case Sealer System/Rapistan Operator
Enrober Operator
National Bud Operator
Bauer Roaster Operator
Alisynchro Operator

Wrapping System Operator
 Jersey System Operator
 Bulk **Spooner**
 Big Drum (Round) Operator
 Versaline Operator
Sandwich Operator

EFFECTIVE	EFFECTIVE
DEC. 1/86	DEC. 1/87
\$10.58	\$11.00

P2

 Liquor Miller & Dutching Operator
 Assistant Vita Line **12** Operator
 Assistant Vita Line 8 Operator
 Recovery Process Operator
 Crispy Builder
 Cream Tempering & Scrap Grinder Operator (**Bubbles**)
 Chocolate Distribution Helper
 Assistant **Mix** Room Operator
Pep Centre Maker
 Case Sealer System Operator
 P3

\$10.36	\$10.78
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 Assistant Cocoa Mill Operator
 Centres Cooker
 Cocoa Press Operator
 Extruder Operator
 Holberger Operator
 Presswhip and Nougat Operator
 Refiner Operator
 Stockman Moulding and Enrobing
 Wrapping Machine Minder (**Cherries**)
 Ameriomatic Operator
Slush Puppies Operator
 Senior Quality Control Inspector
 Line Service-Stockman Operator
 Mix Helper
 Hoyer **Fast** Freezer Operator
 I/C Syrup Cooker
Roaster Helper
 C600 **Cream** Operator
 Assistant **Recovery** Process Operator
Caramel and Rice Crispy Coater Operator
 Slitter Operator
 Assistant Bauer Roaster Operator
 Caramel Extruder Operator

PR
9/10/87

	EFFECTIVE	EFFECTIVE
	DEC. 1/86	DEC. 1/87
P4	\$10.00	\$10.40

Sag Dump & Supply Operator
 Cocoa Butter Fat Melter
 Centre Cooker Helper
Feeder Operator
 Case Packer/Palletizer
 Line Service Operator
 Wrapping Machine Minder
 Bulk Coating Packer
 Mould Scraper
 Process Control Operator
 Vita Line 12A Packer
P5

	\$9.17	\$9.53
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Hand Filler
 Can Filling Operator
 Cooker Helper
 Extruder Service Operator
 Vita Line 12 Packer
 Wrapping Machine Operator "A"
 Cherry Feeder
 Quality Control Inspector
 Bundle Service Operator
 C600 Service Operator
 Utility Worker
 Biscuit Cutter
 Material Handler
Slab Maker Operator
Lidseal/2L Square Packer

P6	\$8.77	\$9.12
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Drop Sealer Operator
 Ice Cream Packer
Wrapping Machine Operator "B"
 Crispy Scrambler
 Haysen Operator
 Flavour Mixer
 Vita Line 8 Packer
Nut Sorter
 Take-Off Sorter
 Packer
 Repack Inspector
 Cherry Dropper
 Pre-Enrober Separator
 Line Service Operator

B+L

NOTE: Students employed for the summer period shall be registered at the P6 level and shall receive higher rates as per Schedule C.06.

	EFFECTIVE DEC. 1/86	EFFECTIVE DEC. 1/87
ClA	\$11.92	\$12.39

C.I.P. Operator/Sanitizer Coordinator		
C1	\$10.94	\$11.38

Ice Cream Sanitizer		
C2	\$10.38	\$10.80

C.I.P. Cleaner & Sanitizer (Confectionery)		
C3	\$10.07	\$10.47

Mould-Plaque Washer Operator		
Seamstress		
Wrapping Machine Cleaner		
Belt & Line Cleaner		
C4	\$9.77	\$10.16

Equipment Washer		
Compactor Operator		
Vacuum and Floor Cleaner		
Washroom Cleaner		
Mould-Plaque Washer Helper		
Office and General Cleaner		

TRAFFIC:

	EFFECTIVE DEC. 1/86	EFFECTIVE DEC. 1/87
T1A	\$15.08	\$15.68

Route Relief Driver		
T1	\$14.55	\$15.14

Ice Cream Route Driver		
T2	\$13.19	\$13.72 <i>MIA</i>

Tractor Driver		
Loblaws Delivery Driver		
T3	\$12.27	\$12.76

Candy Express Driver		
Truck Jockey		

Note: Tractor drivers shall not be authorized to load or unload their trailers. Candy Express Drivers are exempt from this provision as are Ice Cream Drivers delivering to Loblaws, etc., where off-loading at the store must be done by hand.

MAINTENANCE:

	EFFECTIVE DEC. 1/86	EFFECTIVE DEC. 1/87
M1A	\$16.92	\$17.59

Electronic Technician		

	EFFECTIVE DEC. 1/86	EFFECTIVE DEC. 1/87
M1	\$16.48	\$17.14

Packaging Mechanic
Maintenance Mechanic
Pipefitter
Building Maintenance Man
Lift Truck Repairman
Tinsmith
Electrician
Welder
Machinist
Insulation Mechanic

Apprentice Rate shall be:

62.5%	of	established	trade	rate	for	1st	year	
85%	"	"	"	"	"	2nd	"	
95%	"	"	"	"	"	3rd	"	
						4th	"	

25C-1

M2	\$13.57	\$14.11
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Maintenance Utility Man

M3	\$10.81	\$11.25
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Lubrication Mechanic
Dispatcher
Building Maintenance Helper

WAREHOUSING:

W1	\$11.15	\$11.60
----	---------	---------

Shipper
Fork Lift Operator

W2	\$10.76	\$11.19
----	---------	---------

Checker
Bulk Materials Operator
Warehouseman
Picker Packer

- NOTE:** 1. Warehouseman in **the** W1 and W2 categories working in the freezer will be paid a premium of thirty-two cents (.32) **per** hour whilst **so** employed and thirty-five cents (.35) per hour effective December 1, 1987.
2. All employees in Departments 35, 39, 95 and 53, shall receive **a** premium of thirty-seven cents (.37) per hour over posted rates whilst so employed. Effective December 1, 1987, this rate shall increase to forty cents (.40) per hour.

SCHEDULE "C"
APPLICATION OF RATE

C.01 The employee shall be registered at the new rate **as** soon **as the** qualification requirement has been satisfied.

C.02 Qualified shall be defined **as** having the ability to perform to standards without assistance or excessive supervision.

C.03 In the case of new employees it is agreed that the rate of the job performed will be paid upon completion of the probationary period, but in the event an employee is qualified prior to **the** completion of **the** probationary period, the job rate will be paid. Effective 1985, **the** Company will implement an effective job training programme.

C.04 **An** employee transferred **or** recalled to a job carrying a different rate shall not suffer a loss in rate for a period of two (2) years from the time of transfer or recall adjusted to take into account applicable general wage increases, except if the transfer is **at** the request of the employee or the employee is unable by reason of sickness or inability to perform the job to required standards. In such cases, the employee will receive the rate for the job to which the employee is transferred to.

C.05 When, **as** a result of the introduction of **new equipment** or methods, a job or jobs are eliminated or **a reduction of staff** results or there is an increase in the number of jobs, the Company undertakes to advise the Union **thirty (30)** days or as **soon as** reasonably possible, prior to the **anticipated move** of the **facts** and agrees to meet with the Union to discuss what effect it will have on the employees affected, keeping in mind the provisions of this Agreement. 22A-1

C.06 An employee who is temporarily transferred to a job carrying a higher rate, shall receive the higher rate for the time worked on the job subject to C.01 and C.02 above.

C.07 An employee transferred to a job by reason of a promotion will be paid a rate equal to his ~~pre-transfer~~ rate or a rate one (1) level lower than the job to which he has been promoted, whichever is the higher. The rate **for** the job will be paid as soon as the employee establishes his ability to do the job **as** defined in C.02.

C.08 DAILY TRANSFERS

In **the** event that a line **cannot be started or must be** shut down due to equipment failure, a shortage of materials, or manpower requirements, those employees working on **the** line affected shall be transferred to work available regardless of seniority, excepting that if jobs are available within the Department, these **shall be** assigned to the most **senior** of the employees affected by the line shutdown.

If it is known that a line will not run **the day** prior to shift start-up, the required transfers will be based on seniority and ability (that is, the employee with the least seniority shall be transferred).

C.09 The Company reserves the right to re-appraise any job where industrial engineering standards are not maintained.

C.10 The Company agrees that the Union can request a re-appraisal of any job, should there be a question as to the **paid** rate, or a significant change in the job content, The **job** evaluation process shall be completed and a written **report** submitted to the Union within thirty (30) days **of** the formal request. A copy shall also be forwarded to the employee(s) concerned.

?
16-3

SCHEDULE "D"
WELFARE PLAN

70A-100

D.01 The Company agrees to ~~pay the full cost~~ of the O.H.I.P. premiums for married and single ~~employees respectively~~, provided such employees are eligible under **the** Company policy.

D.02 WEEKLY INDEMNITY

70B-100

74-070995

~~The Company agrees to pay weekly~~ indemnity equal to seventy percent (70%) ~~of the employee's~~ regular rate. **The** maximum weeks coverage under the weekly indemnity programme shall be increased to **six (6)** weeks on an annual basis,

(a) For illness, benefits to start on **the** third day **of** illness or on the first day of hospitalization,

(b) For accidents, not covered by Worker's Compensation benefits **start** with the first **full** day of lost time.

(c) Benefits will not be paid unless supported by a doctor's statement on a form provided by the Company.

(d) Benefits will not be paid until the employee becomes eligible through seniority and has completed the Sick Benefit Application Form.

Benefits will be covered for the 1st and 2nd week of sickness and benefits for the 3rd through to 17th week will be covered **under** the Unemployment Insurance Commission,

If employees with one (1) year of service or more are denied UIIC Sickness Benefits because of initial benefit problems, the Company pays the benefit for such period, i.e., a maximum of fifteen (15) weeks benefit at the rate normally produced in the **plan.**

Female employees will be eligible to collect weekly indemnity for sickness related to pregnancy, as per the weekly indemnity provisions, but not during the period of time eleven (11) weeks prior and six (6) weeks after the date of birth.

Company will provide to an employee upon request, a letter⁷ requesting the hospital to bill "London Life" directly for semi-private or private hospital accommodations. 701-100

D.03 LONG TERM DISABILITY 700-999

The established L.T.D. Plan covering employees unable to return to work following absence of seventeen (17) consecutive weeks, is structured so as to provide L.T.D. benefits of sixty-five percent (65%) normal earnings for a period of total disability up to age sixty-five (65). 74-065997

~~The Company shall pay the premiums for employees receiving Long Term Disability (for) O.H.I.P., Extended Health Care and Life Insurance.~~

D.04 Life Insurance coverage will be provided by the Company to a level of fifteen thousand dollars (\$15,000) effective March 31, 1985. Effective December 1985 coverage will be increased to twenty thousand dollars (\$20,000). 701-100
72-020

D.05 Accidental Death & Dismemberment insurance coverage shall be provided upon ratification, or as soon after ratification as is possible, to the level of fifteen thousand dollars (\$15,000). Effective 1 January 1986, this level will be increased to twenty thousand dollars (\$20,000). 76C-1

D.06 The Company agrees to provide a fifteen hundred dollar (\$1,500) paid-up policy to those retiring within the limits of the Pension Plan.

D.07 The Company agrees to continue to provide an Extended Health Benefit program a ~~cost to the employee~~. The Plan will provide for payment of one hundred percent (100%) of the qualifying expenses.

D.08 The Company will provide, at no cost to the employee, a basic Dental Plan incorporating the following features:

- (a) Coverage will apply to employee and dependents.
- (b) The 1986 ODA schedule will apply for the duration of this agreement. Effective Dec. 1, 1988, the ODA will be moved to the 1987 ODA schedule.
- (c) The maximum annual dental claim will be fixed at \$1200.00.
- (d) Dentures will be insured on a 50-50% co-insurance basis.
- (e) Orthodontics will be insured subject to a \$1500.00 maximum lifetime and all claims shall be subject to a 75-25% co-insurance feature.

D.09 The Company will ~~provide an Eye Glass Plan~~ paying up to eighty-five dollars (\$85.00) towards ~~prescription~~ eye glasses or contact lenses for employees and dependents, once every twenty-four (24) months.

**SCHEDULE "E
VACATION CLAUSE
SUBJECT TO CHANGES
IN THE EMPLOYMENT STANDARDS ACT 1968, PART VII**

E.01 Vacations will be based on service computed to 30th June in the year in which the vacation is to be taken. Vacation pay is to be based on gross earnings, including vacation pay. Each employee shall become entitled to a vacation with pay on the following basis:

(a) Employees with less than five (5) years of service as of 30th June in any year shall be paid in the following manner:

1. Those employees with less than one (1) year's service as of 30th June in any year shall be paid four percent (4%) of their gross earnings.
2. Those employees with more than one (1) year's service but less than five (5) years as of 30th June in any year will receive two (2) weeks vacation with pay computed at four percent (4%) of their gross earnings.

(b) Employees with five (5) years of service as of 30th June in any year but less than ten (10) years of service will receive three (3) weeks vacation with pay computed at six percent (6%) of their gross earnings.

(c) Employees with ten (10) years of service as of 30th June in, any year but less than nineteen (19) years of service, will receive four (4) weeks vacation with pay computed at eight percent (8%) of their gross earnings,

(d) Employees with nineteen ^{19 05} (19) years of service or more as of 30th June in any year will receive five (5) weeks vacation with pay computed at ten percent (10%) of their gross earnings.

(e) Employees with twenty-eight ^{28 06} (28) years of service or more as of 30th June in any year will receive six (6) weeks vacation with pay computed at twelve percent (12%) of their gross earnings.

E.02 Employees who, after 30th June and prior to 31st December in that year, reach the service required to qualify them for an additional week of vacation will be granted that week at two percent (2%) of their gross earnings during the vacation year. This additional week must be taken at the convenience of the Company but before 31st December in the year.

E.03 (a) Plant shutdown will occur during the period 19 July 1987 and 26 July 1987. Employees will return to work on 4 August 1987. In 1988, the plant shutdown will occur during the period July 21, and July 28. Employees will return to work on August 2nd, 1988.

(b) Vacation pay will be paid on the Thursday prior to July 19, 1987 and on the Thursday prior to July 21, 1988.

(c) Employees eligible for three (3) weeks vacation or more shall be allowed to be on vacation for the week prior to the shutdown period subject to the requirements of the business.

Confectionery employees transferred to the Ice Cream operation must abide by the vacation plans in effect there. The Company will do their utmost to notify the transferred employees not later than the 1st of May if their choice of vacation dates cannot be granted.

E.04 Employees who leave the Company shall be paid any earned vacation pay at the time of leaving according to the aforementioned provisions.

E.05 Every employee shall take his vacation in the vacation year in which he becomes eligible for it and vacation period shall not be accumulated from year to year.

E.06 It is understood and agreed that employees will be paid for their vacations during the week prior to the week vacations are to be taken. The vacation pay will be determined by the number of weeks vacation to be taken at that time.

E.07 It is understood and agreed that the vacation entitlement or parts thereof, will not be used to avoid lay-off.

E.08 In the event of problems arising through the scheduling of holidays, seniority shall be a consideration.

E. 09 The Company agrees that refusal of the requested vacation time shall not be arbitrary and decision shall **be** subject to review should **the** employee **so** desire. Should the time frame originally requested by **the** employee subsequently become available, employees will be reconsidered in order of seniority.

SCHEDULE "F"
PAID PLANT HOLIDAYS

F. 01 The following **paid** plant holidays shall be observed:

New Year's Day	Thanksgiving Day	
Good Friday	The day before Christmas Day	
Victoria Day,	Christmas Day	11 53-130
Dominion Day	Boxing Day	
Civic Holiday	Easter Monday	
Labour Day		

1 Floating Holiday to be used **as** "Heritage Day", if and when proclaimed. Otherwise it will **be** used during **the** Christmas Holiday period.

1 Floating Holiday to be used in December.

Each employee shall, for each of the holidays listed above, be paid his regular rate for the number of hours he would have worked, if the time lost had not been declared a holiday, provided:

- (a) He has completed his probationary period.
- (b) He completes his assigned shift before and after the holiday.
- (c) An employee may **further** qualify **for** holiday pay if his absence from the assigned shift before and/or **after** the holiday was due to a death in the immediate family as described in 13.02 of this Agreement. Or, the employee is absent on either day by reason of a certifiable sickness, i.e. - those **who** have qualified for sick pay, Worker's compensation, or those on Union Business.
- (d) If a **paid plant** holiday **falls** within an employee's vacation period he shall receive an extra **day** off with pay. The **day off** shall **be** taken at the end of the vacation period in which the holiday occurs.

Employees receiving a higher rate on a temporary basis will receive the higher rate for the paid plant holiday.

F.02 On Remembrance Day, two (2) minutes silence will be observed at 11:00 a.m.

F.03 All time worked on a Saturday or Sunday which falls during a long weekend in which a paid plant holiday occurs shall be paid at the rate of triple (3x) times the employee's regular rate of pay.

SCHEDULE "G"
PENSION PLAN

G.01 Employees required contributions shall be based on regular earnings only. *771 78-1*

G.02 The Company agrees to provide a Pension Plan financial statement.

SCHEDULE "H"
SEPARATION ALLOWANCES

H.01 If it becomes necessary to ~~close the plant~~, or a major unit such as a department and it is not expected that those affected will ~~be re-employed~~, a separation allowance will be paid to employees subject to the following: *31I, K-1*

(a) They have one (1) or more years seniority.

(b) They are actively employed with the Company and accumulating seniority or have been laid-off within a thirteen (13) week period preceding the day of notice of closing. Employees on leaves-of-absence and employees receiving Worker's Compensation or off sick will be eligible, provided they have not been off work in excess of the time limits corresponding to seniority as set out in section 12.05.

(c) They have not refused an offer of employment by the Company at a location which is reasonably accessible to the location of the place of employment from which the employees are being separated.

(d) They have not refused an offer of employment the requirements of which are not substantially different from the work previously performed and provided they cannot be reasonably expected to perform the offered work satisfactorily.

(e) They have not been granted retirement on pension.

(f) They have not been transferred to another plant,

(g) The Company shall not be deemed to be in default with respect to non-performance on any obligation hereunder, if so long as its non-performance is due, in whole or in part, to any cause beyond its reasonable control, such as fire, explosion, etc.

(h) In order to qualify for separation allowance, employees will continue to work in a satisfactory manner **as** long as required.

(i) The scale of separation allowance shall be **as** follows:

<u>YEARS OF COMPLETED SERVICE</u>	<u>AMOUNT</u>
1 - 10	1 week
11 - 19	1 1/2 weeks
<u>20 - upwards</u>	<u>2 weeks</u> 32-20, 33-96

Example: Employees with 25 years service

First 10 years service	- 10 weeks pay	
Next 9 years service	- 13 1/2 weeks pay	
Next 6 years service	- 12 weeks pay	
25 years total service	----- 35 1/2 weeks pay	

Employees who accept separation **pay** under the provisions of this clause shall on **so** doing terminate their seniority and employment relationship with the **Company** and shall have no further rights under this Agreement or under any other Agreement between the signing parties.

Pay in lieu of notice **as** outlined in **Article 12.05** shall not apply **when** payments are made under this **clause**. The **Company** will **give** notice of its intention to **close a** plant at least ninety (90) calendar days prior to **such** closing.

SCHEDULE I - SUMMER STUDENTS

The Company agrees to resume the preferential hiring of sons and daughters of employees during the summer period, subject to the following:

- a) the summer period is considered to be May 1 through Labour Day.
- b) persons hired during this period will be advised on hiring that the period of employment will be for a fixed period and they will have no rights with respect to employment beyond the date so established.
- c) summer students will have no entitlement to fringe benefits excepting statutory holidays and then only when they have completed the probationary period.
- d) no more than one person per family shall be hired until all those who have applied have been satisfied.
- e) the Company reserves the right to exercise standard selection procedures in deciding on hiring and job assignment.

I N D E X
 COLLECTIVE AGREEMENT
 U.F.C.W.
 1986 - 1988

<u>SUBJECT</u>	<u>PAGE</u>	<u>SUBJECT</u>	<u>PAGE</u>
A.D. & D.	28	NEGOTIATING COMMITTEE	4
APPLICATION OP RATE	26	OVERTIME	18
ARBITRATION	7	OVERTIME MEAL & ALLOWANCE	14
BEREAVEMENT	12	PAID PLANT HOLIDAYS	31
BULLETIN BOARDS	13	PENSION PLAN	32
CALL-IN PAY	15	PERSONAL CLEAN UP	14
CHECK-OFF	3	PREGNANCY LEAVE-OF-ABSENCE	12
CLOTHING	13	RATE PROTECTION	26
DAILY TRANSFERS	27	RECALLS	10
DENTAL PLAN	29	REST PERIODS	14
DURATION OF AGREEMENT	16	SAFETY LENSES	14
EXTENDED HEALTH BENEFITS	29	SAFETY SHOES	13
GRIEVANCE PROCEDURE	5	SENIORITY	7
HOURS BEFORE 6:00 A.M.	15	SEPARATION ALLOWANCE	32
HOURS OF WORK	17	SHIFT PREMIUM	20
ICE CREAM PREMIUM	26	STRIKES AND LOCK-OUTS	3
INJURY SHIFT GUARANTEE	15	SUPERVISORS WORKING	2
JOB CLASSIFICATION	20	TRADES TOOL ALLOWANCE	17
JOB POSTING	11	TRANSFERS (DEPARTMENTAL)	11
JOB RE-APPRAISAL	27	UNION RECOGNITION	1
JURY DUTY	12	UNION REPRESENTATION	4
LAY-OFFS	9	UNION SECURITY	3
LEAVE-OF-ABSENCE	11	VACATION ENTITLEMENT	29
LIFE INSURANCE	28	VISUAL AID PLAN	29
LONG-TERM DISABILITY	28	WEEKLY INDEMNITY	27
MANAGEMENT RIGHTS	2	WESTON ROAD PREMIUM	19
SCHEDULE "I" STUDENTS	34	SCHEDULE "J" DRIVERS	35