# Collective Agreement 

## Between

## Casco Inc

and

# United Food Processors Union Local 483 

Begins:<br>2006<br>Terminates:<br>2009<br>00584(12)<br>Source:<br>Employees:<br>Received by: 04/03/2007

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Whereverthe words referring to the masculine gender are used herein, such as he, his or him the same shall include and cover females and males.

## MEMORANDUM OF AGREEMENT

ENTERED INTO AND AMENDEDTHIS
15TH DAY OF APRIL 2006
BETWEEN
CASCO INC.
Having its Head Cffice in the city of Toronto Ont., and plant at Cardinal, Ontario hereinafterreferred to as "The Company"

OF THE FIRST PART
and
UNITED FOOD PROCESSORS UNION
LOCAL NO. 483
of Cardinal, Ontario, a local union chartered by the CAW -Canada \{AFL-CIOCLC $\}$, hereinaftercalled the "Union"

OFTHE SECONDPART
WITNESSETH
ARTICLE 1

## PURPOSE OF AGREEMENT

The purpose of this agreement is to promote the best mutual relationship between the Companyand the Union, define orderly collective bargaining and grievance procedures; and to prevent interruptions of work and interference with the efficientoperation of the Company's business.

## ARTICLE 2

## RECOGNITION-EXCLUSIONS

The Company recognizesthe Union as the sole and exclusiveBargainingAgency for ail the Company's employees in its plant at Cardinal, Ontario, except those employed within the following classifications:

Foreman, Chief Engineers, those above the rank of Foreman, Cffice Workers, Plant ProtectionEmployees and Highway Tractor Trailer Drivers.

## ARTICLE 3

## RESERVATIONTO MANAGEMENT

The location of the Plant, the operationand management of its business, the products to be manufactured, the schedules of production, the methods, processes and mears of manufacturing, togetherwith the determinationof the number of employees in any department, or in any job are exclusivelythe responsibility of the Company.

Subjectto the provisions of this Agreement, the Union recognizesthe right of the Company (1) to hire, promote and transfer within the bargaining unit, (2) to discipline any employee for justifiablecause, (3) to allocate work, describe, and classifyjobs, and (4) to determine the number of employees in any classification.

## ARTICLE 4

## UNION SECURITY

The Company agrees to a modified Rand Formula which consists of the following provisions:
(a) All Employees shall, as a result of this agreement, have the right to join the Union or to remain a member of the Union.
(b) The Company will deduct from the pay of all employeescoyered by this Agreement an amount equal to the regular dues establishedby the Union. Such deductions, as authorized by the Union Executive, will be made weekly and the Company shall deliver to the designated officer of the Union the amount so collected by the end of the current month or as soon as possible.

No deduction of dues shall be made in any pay periodin which the total amount earned in excess of all deductions required by law is not sufficientto cover the full amount. In such cases, the dues shall be deducted from the next regularpay period in which sufficientearnings are payable to cover such deductions.

## ARTICLE 5

## WAGE ADMINISTRATION

(A) Schedule " $B$ " is part of this Agreement. Subsequent revisions and additions to Schedule " $B$ " as agreed to by the parties hereto, will be incorporatedby amendment at the Union-ManagementMonthly Meeting, next following such agreement.
(B) (1) Before new jobs are created or the duties of old jobs are merged during the term of the contract, the Companywill meet with the Union executive ai a monthly management meeting to discuss the merger or new jobs. Such new or mergedjobs will be classified, and the rates put into effect by the Company. It is agreed that in the event the Union does not agree with the Company, the matter may be taken up under Grievance Procedure.
(2) Jobs which are practically identical from the standpoints of duties shall be classifiedunder the same occupational title.
(3)Rates of compensationfor the same rate classification shall prevail throughout the plant regardless of Department or Division in aecordance with Schedule " $\mathrm{B}^{\prime \prime}$.
(4)The rate of a present worker in any occupation which has been assigned to a lower Rats Classificationthan it carried previously will not be reduced; however, the proper and related new Rate Classificationas set forth in the foregoing rate schedule will apply to any future workers in the occupations.
(5) An employeewho is required to perform in the regular manner, not an emergency or substitution the work of more than one foth, will be paid at the respective rates assigned to eachjob for the number of bours spent on each job.
(6) (a) When an employeeis awarded ajob in a higher wage group, he will receive his old rate until he takes over the full responsibilityof the job. He will then receive the rate of the new job to which he has been assigned.
(b) When an employee is awarded ajob in a lower wage group he will receive the rate of the job to which he has been assigned. For the days he would have been working from the generalplant schedule, he will receive the lesser of Rate 1 or the normal hourly rate appeaning on his Form "8".
(c) Employees who hold a regularjob who have been awarded a job in a higher wage group, and fad to get to their new fob within 90 consecutive days after the completion of their 5 day training period, will receive the rate of their new job until they begin to train in the new job. When an employeereturns to the job to continue training, he will be paid in accordance with Article $5(\mathrm{~B})(6)(\mathrm{a})$.
(7) (a) If, when an employee would normally be working on his own job, he is required to substituteon anotherjob, he shall be paid at his own rate or the rate of the other job, whichever is greater.
(b) An employee, temporarilyassigned to other work for one or more days or shifts, when there is a lack of work in his regular occupation, shall receive the rate of the job to which he is temporarily assigned except as provide under Article 11(B), paragraph 4.
(c) An employee who has been working on his ownjob, and because of lack of work may be temporarily assigned to work for part of the day or shift on another job, will be paid for the balance of the shift at his ownjob rate or the rate of the job to which he has beentemporarily assigned, whichever is the greater.
(C) Employees will be paid each Thursday for earnings up to 7;00 am the preceding Sunday. Deductions will be made as per schedule as mutually agreed upon. In the event of a payday falling upon a recognized holiday, wages shall be paid on the next bank business day.

The Company will provide notification to employees if their pay has beenaltered.

## ARTICLE 6

## HOURS OF WORK

## (A) Working Hurs -

The working day begins at 7:00 am and ends at 7:00 am. As recognized by the Company, Sunday begins at 7:00 am on the calendar day Sunday and ends at 7:00 am on the calendar day Monday. The same applies to recognized holidays.

The recognized work week shall consist of five days or shifts of eight (8) hours, or a total of 40 hours between 7:00 am Sunday and 7:00 am the following Sunday. However, in the cases listed in Schedule C which is part of this Agreement "Jobs on Monday to Friday Work Week" the recognized work week shallconsist of eight (8) hours per day Monday to Friday, and work on Saturdays and Sundayson thesejobs shall be on a call back basis. Nothing in this paragraph is to be interpreted as a guarantee of work or as a limitation on assignment of overtime work outside the recognized work week.

It is the duty of all employeesto report for their scheduled work periods unless they have obtained their supervisor's permission to be absent. If an employee is prevented ffom reporting for duty through exceptionalcircunstances, he should notify his supervisorat least fourteen (14) hours before his work period begins indicating the anticipatedtime of return to work.

If an employeehas been absent from his work for more than one day because of sickness or any other cause he must report to his supervisor at least sixteen (16) hours prior to the beginning of the work period in which he intends to begin duty.

Employeesare responsible for keeping their supervisoradvised of the phone number at their principal residence at which they can be contacted. Without such advice, the Company cannot be responsible for notifying employeesconceming extra work, callbacks, schedule changes, etc. An employee will not be considered available, for that job, if a phone call to the phone number given is unsuccessful in contacting the employee.

Day workers will be allowed five (5) minutes before quitting time at noon and night to put their tools away and wash up.

Employeesup to 15 minutes late will lox $1 / 4$ hour's pay. Employees 16 to 30 minutes late will lox $1 / 2$ hour's pay, etc.

The same regulations will apply for employees leaving work ahead of time.
Employeesworking overtime will be paid to the nearest $1 / 4$ hour as authorized by their supervisor.

An employee reporting late for work mst work eight (8) hours before overtime rates can be applied.

To met our product demand and ensure custamerService, it is the duty of the employeesto remain on the job if required to meet special circumstances. If an employeedoes not wish to remain. the supervisor will endeavor, in accordance with the Collective Agreement to locate another worker who is wíling and able lo do the work, but failure to locate another worker who is willing and able to do the work without increasing the cost, to the Company, does not relieve the employee on the job of the responsibilitytowards his job.
(B) Day Work

The normal hours of work are:

$$
\text { and } 1: 00 \mathrm{p}, \mathrm{~m}, \text { to } 4: 00 \mathrm{p}, \mathrm{~m}
$$

or
7:00 am to 12:00 noon

$$
\text { 7:00 am to } 3: 00 \mathrm{p} . \mathrm{m} .
$$

or $\quad 8: 00$ am to 12:00 noon
and $1: 00 \mathrm{p}, \mathrm{m}$ to $5: 00 \mathrm{pm}$.
or $\quad 9: 00$ am to 12:00 noon
and $1: 00 \mathrm{p}, \mathrm{m}$, to 6:00 p.m.
or $\quad 7: 00$ am to 12:00 noon
and $\quad$ 12:30 p.m. to $3: 30 \mathrm{p} . \mathrm{m}$.
or such other eight (8) hour schedules that may be necessaryto meet special conditionsresulting from production demands, delivery schedules, the type of job, or seasonal variationswhich might affect the daylight hours. Except as otherwise provided, the Company will not schedule less than 8 hours.
(C) Srift Work-

The nomal hours of work for shift workers are any one of the following
Shifts:
First Shift - 7:00 am - 3:00 p.m.
SecondShift - 3:00 p.m. I 1:00 p.m.
Third Shiff -11:00 p.m. - 7:00 am

Each revolving shift shall rotate in sequence weekly. Employees are not to exchange shifts without permission from their supervisor.

When a shift begins each shift worker is required to be at his place. At the end of a shift no shift worker may leave his place to wash up or dress unless his mate has changed his clothes and reported to take on the responsibilitiesof the position. If a shift worker does not report for his shift, and has not given the required notio, the employee on the job shall notify the departnent supervisor, He shall then remain at his post until a substitute is secured.

When a replacementis required for a shift job or day job after the Schedule has been posted for the foliowing work week, the supervisor will attempt to make the replacement in accordancewith Article 6 (E) using the following priority provided no overtime results.

1. Regular Operator, provided using the Regular operator does not involve moving him from one shift to one of the other two shitts.
2. Replacement Operatorsin order of prionity.

If overtime cannot be prevented the Replacement will be made in the following priority:
(1) Person on thejob.
(2) Regular Operator on his assigned day off.
(3) Other Regular Operators in order of seniority.
(4) Replacement Operators in order of priority.

The supervisor may at his discretionuse any of the above in an effart to minimize the amount of overtime or avoid the need for any operatorto work in excess of 16 hours continuously.

Oil Refinery Schedule

|  | Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Reg. | $11-7$ | $3-11$ | $3-11$ | $3-11$ | $3-11$ | A | A |
| Reg. | A | $7-3$ | $7-3$ | $7-3$ | $7-3$ | $7-3$ | A |
| Reg. | $3-11$ | $7-3$ | $7-3$ | $7-3$ | A | A | $7-3$ |
| Reg. | $7-3$ | A | A | $11-7$ | $11-7$ | $11-7$ | $11-7$ |
| RI | A | $11-7$ | $11-7$ | A | $7-3$ | $3-11$ | $3-11$ |
| R2 | A | GPS | GPS | GPS | GPS | $7-3$ | A |

## Laboratory Division <br> Schedule for Laboratory Operator Grade 2

Sun Mon Tues Wed Thus Fri Sat

| Regular | $\mathbf{7 . 3}$ | A | A | 11.7 | 11.7 | 11.7 | 11.7 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Regular | 11.7 | 3.11 | 3.11 | 3.11 | 3.11 | A | A |
| Regular | A | 7.3 | 7.3 | 7.3 | 7.3 | 7.3 | A |
| Regular | A | 7.3 | 7.3 | 7.3 | 7.3 | 7.3 | A |
| Regular | $\mathbf{3 . 1 1}$ | 7.3 | 7.3 | 7.3 | A | A | $\mathbf{7 . 3}$ |
| RI | A | 11.7 | 11.7 | A | $\mathbf{7 . 3}$ | 3.11 | 3.11 |
| R2** | A | $\mathbf{7 . 3}$ | $\mathbf{7 . 3}$ | $\mathbf{7 . 3}$ | $\mathbf{7 . 3}$ | 7.3 Relief A |  |

incumbent* The Company intends to exercise its rights to assign the duties currently underiaken by the incumbent to the Lab operator Grade 2 on shift when the incumbent retires or otherwiseleaves this job.
(Reference signed item of agreementdated June 3,1998)
Replacement \# $^{2 * *}$.Nomally scheduled in accordancewith Article6(D), As a variation to Article II(C ) when not scheduled as a replacementoperator for the full recognized work week, the Replacement \#2 is scheduledto work day shift on a Monday to Friday basis at the Rate Classificationfor the Laboratory operator Grade 2.

Relief Weekend Cff
Sun Mon Tues Wed Thurs Fri Sat

| Regular | 7.3 | A | A | 11.7 | 11.7 | 11.7 | 11.7 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Regular | 11.7 | 3.11 | 3.11 | A | A | 3.11 | 3.11 |
| Regular | A | 7.3 | 7.3 | 7.3 | 7.3 | 7.3 | A |
| Regular | A | 7.3 | 7.3 | 7.3 | 7.3 | 7.3 | A |
| Regular | $\mathbf{3 . 1 1}$ | 7.3 | 7.3 | 7.3 | A | A | 7.3 |
| RI | A | 11.7 | 11.7 | 3.11 | 3.11 | 7.3 | A |
| R2** | A | $\mathbf{7 . 3}$ | $\mathbf{7 . 3}$ | $\mathbf{7 . 3}$ | $\mathbf{7 - 3 R e l i e f ~} 7.3$ | A |  | replaces a Regular Operator or other Replacement Operator during their temporary absence due to sickness, vacation, assigned cay off, or other similarcause. The Replacement Operator will have the same rights and obligations of the job for the days he is on the job as if he were the regular operator, but he shall not have the rights and obligations of any other replacement job he may have for those days. When there is more than one operator on a shift or days, a Replacement Operator will not have priority over the Regular Operator for any overtime assignmeats.

A Regular Operator who also holds a Replacementjob will not have the rights and obligations of his Regular job for the day he is working on his Replacementjob. Replacement of Regular Operators Rate 5 or higher will be made from Replacements(in order of priority) who have received their jobs in accordance with Article 1I (A) (7) as a result of a bulletin. When a Replacement operator is replacing a Regular operator for one calendar week, he shall have no rights to his other jobs for that seven day period.

When there is more than one Replacement Operator for ajob the priority of the Operators shall be indicated as ReplacementOperator No. 1, Replacement Operator $\mathrm{N}_{0}, 2$, etc., and such priority shall be indicated on the job bulletin when the vacancy is posted. A Replacement Operator regularly on shift work is limited to thatjob, i.e.: he may not hold another Regular Job or Replacementjob. Similarly, a Regular Operator regularly on shift work is limited to that job.

A day worker is limited to holding one replacementjob plus a regularjob within the division or is limited to holding two replacementjobs.
(E) Work Schedules.

A work schedule is to be posted on the bulletin board in each department on Thursday on which is shown the planned working days and shifts, for the following week. This schedule will indicate "assigned day off and "down day", if any, and in the event that any work which is Rate 2 or higher shown on this schedule is to be performed by an employee at overtime rates then such work will be scheduled to the Regular operator or the Replacement Operator enjoying the rights of the Regular Operator unless it is assigned in accordance with Article 6 (C).

As an exception to the preceding paragraph the existing system of scheduling week-end relief and days off will continue. The present common practice is the scheduling of the 3-11 shill Saturday to Replacement Operators three Saturdays out of four, with the $\mathbf{4 h}$ such shift being scheduled to the Regular Operators. There are exceptions to this general rule in various departments and in situations where Replacement Operators are not available.

The schedulemay be changed by the supervisorby advising the man concerned at least" 25 " hours before the shit or day concerned for an assignedday off or down day change if such change is caused by production demands, or by at least " 17 " hours notice if the change is for any other reason, provided, however, that not withstanding the foregoing, no notice of a changein scheduleis required if caused by serious breakdown. In any of these cases, the additionaltime worked is not on a "call back" basis. When an employee has had his schedulechanged he will be given at least 17 hours notice from his previously scheduledstarting time. Without 17 hours notice the employee will receive overtime rates and the time scheduledwill be included in calculating the workweek under Article 7(A),

Assigned Day $\mathbf{O f}$ is a day of relief fram the regularjob assigned to an employee to conform to the recognized work week.

When owing to a change in the work schedule and the employee has not been advised that regular work is not availableand reports for work, he will be supplied with at least four hours work or pay, at straight time on week days, but such time will not be included in the work week. If on a Sundayor holiday or assigned day off, his work will be treated as a call back. The above does not apply in the case of a serious breakdown.

When an employee is required to come in to work ahead of his regular starting time he will be given twelve (12) hours waming. Without twelve (12) hours warning his earlystarting time will he on a call back basis.

Except as otherwise provided, when employees arc scheduledfor 8 hours work on their regular jobs, they will be guaranteed 8 hours work or pay in lieu thereof.

All employees assigned to work at overtime rates, who are scheduledfor 8 hours work on their regularjobs are not required to work 8 hours because of lack of work on their job will be guaranteed at least 4 hours work or pay on a call back basis.
(F) For reasons ofproduct demand or efficiency, assigned days off and down days will be determined by the supervisorconcerned. Recognizing that employees would like their two days off consecutively, the supervisor will prepare the schedules accordingly when feasible, providing additional cost is not incurred.

## ARTICLE 7

## OVERTIME

(A) Overtime rates of time and one-half the regular rate will be paid for:
(1) a) work in excess of eight hours continuously
b) work in excess of eight hours in any one day.
c) hours worked between 3 pm . Saturday and 7 am Monday
d) hours worked between 7 am Saturday and $3 \mathrm{p} . \mathrm{m}$. Saturday except hours worked from the general schedule.

## OR

(2) Scheduledtime worked in excess of 40 hours in anyone work week,

No more than 8 scheduled hours per day will be included in calculating the work week.
(B) (1) When an employee is scheduled to work 8 hours on Sunday and is not tequired to work 8 hours because of lack of work on his job, the time worked will not be included in calculating the work week under Article 7 (A) and will not be included as "opportunity of working" under Article 11 (B)
(2) When an employee is scheduled to work 8 hours on Sunday and has the opportunity of working 8 hours or more on Sunday, time worked up to but not exceeding 8 hours will be included in calculating the work week under Article 7
(A). Such time scheduled will be included as 8 hours in determining the "opportunity of working" under Article II (B).
(C) Work on Recognized Holidays - As shown in Article9 (A) will be paid at the rate of time and one-half of hourly rate with the exception that work on New Year's Day, Christmas Day and Labour Day will be paid at double time. If an employee works 8 hours or is scheduledto work 8 hours or is paid for 8 hours on a RecognizedHoliday, such time worked or paid for will be included in computingthe work week.
(D) (1) Time worked on call back basis will be paid at time and one-half, and will not be included in the forty hour work week.
(2) Call backs or overtime will terminate at the beginning of the employee's regular scheduled day or shiff. When an employeecontinues on his regular shift without interruption after a call back, overtime rates will again become effective eight hours a fer he started his call back work.
(3) Work on an Assigned Day Off or a Down Day • When an employee is required to work on his assigned day off or his down day without sufficient notice as specified in Article 6 (E), he shall be paid on a call back basis.
(E) (1) Call Back or Call In - With the exception of work normally performed by the mechanical division, the Companyis not obligatedto call in any employees for any job of approximately one-halfhour duration, that can be done by other hourly employees in the plant availableto perform the work. in addition the Company is not obligated to call in any employee for any mechanical task that canbe done by the utility mechanics. Nor is the Companyobligated to call in any employee who is scheduled on vacation, floating holidays, Union business, labour relations, or requestedtime off.

Employees called in for non operationalactivitiessuch as crew meetings, safety meetings, safety training, training meetings, environmental meetings and other similar meetings mutually agred to between the Companyand the Union will be paid on a call back basis.
(2) Employees who are called in to work without sufficient notice as specified in Article 6 (E) for a limited period of time will get a minimum of four (4) hours regular pay, except that the minimumpay will be 6 hours regular pay if the employee is called in to work withoutnotice between 11:00 p,m, and 6:00 am, If the employee's services are not required for two hours and forty minutes he canwith the supervisor's permissionleave the plant. if, however, while he is in the plant on a call back another emergency arises requiring his attentionhe must remain on the job and subject to the instructions of the supervisor concerned.

## OR

(3) If an employee is called upon after his regular quitting time and after having been relieved from his work to work overtime he will be paid on a call back basis.
(F) Work on SplitShifts - Employees may be required at the request of their supervisorto work a splitshift. In such cases the actual hours worked within the span of their normal working hours will be paid for at regular rates, and anytime so worked outside of normal working hours will be compensated for at time and onehalf.
(G) Shift Relief • Overtimewill not be paid in the case of a mutual agrement between two shift workers on the samejob to relieve at a time other than the n o d shit changetime. This arrangement must have the permission of the supervisor concerned.

Employees may be required by their supervisor to work 12 hour shifts in situations in which two operators are only available to cover the 24 hours duty per day. Such 12 hour shits will be considered as normal hours of work in accordance with Article 7(A)1.
(H) Noon Hour Work • Employees who are advised before noon that they are required to do unscheduled work during the noon hour, will be paid one and one-half hours' pay. Such time will be included in the 8 hour work day.

Work during the noon hour will be paid for on a call back basis only if the following conditionsprevail:
(1) The employeesconcerned must have worked during the morning and be scheduledto work that afternoon.
(2) The employeeconcerned was not advised before 12 noon of the noon hour work.
Such call back pay will temtinate at the time the employeewould normally begin his afternoon work.
(I) Employees who during their normal working hours are notified that they will be required at a definite time on a later shift during that day will be paid a minimum of two hours and forty minutes at time and one-halftheir howly rate.
$\boldsymbol{A} \boldsymbol{n}$ employeemay be required to stand by at home for duty at an indefinite time later during that day for which he shall receive a minimum pay equal to a call back whether or not his services are required.

## Weekend Stand -by Coverage

During the period of Victoria Day weekend to Labour Day weekend inclusive, the following procedure of mandatoryweekend coverage for emergency repairs will be followed:

Mechanics from each of the following shops will be on stand-by from 3:30 p.m. on Friday until 7:00 am on the following Monday, (7:00 am on Tuesday for holiday weekends).
Mechanical Shop: 1 mechanic
Electric Shop: 1 mechanic

Each designatedmechanic on call will receive a rate of pay in the amount of $\$ 300.00$ per weekend, (plus $\$ 150.00$ for each additional day of coverage on holiday weekends), in addition to their pay for hours worked. For the purposes of this article where a recognized holiday falls on a Saturday or a Sunday the assigned day off continuousto the weekend shall be considered pari of the holiday weekend.

Employees in the shops identified above will be scheduled for stand-byduty on a rotating basis.

A schedule vill be posted in each shop by May I, each year
In addition to the above, employeesin each of the shops identifiedabove will be scheduledfor stand-by duty on a seniorityvoluntarybasis for the remaining weekends. If a holiday falls in the middle of the week, each designated mechanic will be paid $\$ 175.00$ per day in addition to their callback or pay for hours worked.

Callbacks will be handled as before except designated individuals are obligated to come in when called.
(J) Employees who during their normal working hours are notified that they will be required to start their day's work the following moming before $7: 60 \mathrm{am}$ will be paid time and one-half for time worked before 7:00 am and time and one-haif after eight (8) hours work.
(K) It is not the intention of the Company to schedule overtime work in one department to avoid overtime in another department.

For example, an employee under ordinary circumstances, will not leave his regularjob to go to another job to act as a replacement if so doing creates overtime on the regular job.

In the case of an R2 holding jobs of the same rate, he will be scheduled if possible on a rotating basis.
(L) Dishibution of extra Raie 1 overtime work within the Division:

The Company agrees not to use contractorsto perform rate 1 overtimework until eligible bargaining unit employees from the division have been afforded the opportunity to perform said work. For the purpose of this provision, extra Rate 1 overtime work is defined to be Rate 1 work to be performed by an employee, which work is deemed necessary by the Company, and in the opinion of the Supervisor concerned will be in excess of two hours duration and cannot be done by employees within their recognized work week.
in order to distribute extra Rate 1 overtime work equitably among employees within a Division, a list, in seniority order of employeeswho hold a regular ard/or replacementjob within the Division, and who wish such work will be kept. Employees are responsible for advising their Supervisor of their desire to be included on the list and of a phone number by which they can be reached at aلl times. As extra Rate I overtime work occurs, employeeson the list will be given the opportunity on a rotational basis, providing the employee is capable of doing the work. Such time worked is not included in calculating the work day or work week. For such work, only one phone call to the phone number given is required of the Supervisor. If an employeedoes not wish to take advantage of the opportunity, he will forfeit his tum and be eligible again when his turn comes up on the next rotation. An employee who refuses to work Rate 1 overtime on 3 consecutiveoccasions will forfeit their right to be included in the Rate 1 overtime list. Employees who forfeit their right will be given the right to renew their position on the Rate 1 overtime list on January 1 and July 1 each year.

When planned cleaning is required, procedure will he to call eligible employees on the Rate I overtime list, during the preceding workday, on a rotational basis. When planned cleaning is required it will be scheduled to commence at 7:00 a.m. in order to be eligible employeesmust either be on their assigned day off or working the 3-11 shift. Any refusals during the same scheduledweek shall be considered a total of one refusal.

## ARTICLE 8

## SHIFT BONUS

A shift bonus will be paid to:
(a) employees whose working hours rotate on a three shift basis,
(b) employees whose working hours rotate on a second and third shift basis.
(c) employees whose working hours are permanentlyon one of either of the two night shifts.
(d) employees whose working hours rotate regularly on a day and night shift basis, and
(e) day workers when they are required to work on a night shift.

The shift bonus will be $5 \%$ of Rate 6 per hour for hours worked between $3: 00$ p.m. and 7:00 a.m. Effective April 15,2008 , the shift bonus is $5 \%$ of Rate 7 per hour for hours worked between 3:00 pm and 7:00am.

A shift bonus of $5 \%$ of Rate 6 per hour will be paid for hours worked at unloading corn boats between 3:00 p.m, and 7:00 am. Effective April 15, 2008, the shift bonus is $5 \%$ of Rate 7 per hour for hours worked between 3:00pm and 7:00am.

## ARTICLE 9

## HOLIDAYS TO BE RECOGNIZED

(A) The following holidays during the year shall be recognized

| New Year's Day | Labour Day |
| :--- | :--- |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christrnas Day |
| Civic Holiday | Boxing Day |

Alternative days to any of those listed above may be settled by mutual agreement.

In addition to the above, and in lieu of Canada Day and Remembrance Day, each regular employee will have four (4) "floating" recognized holidayseach calendar year which may be taken at times desired by the employeeprovided they have approval of the Supervisor concerned. Any floating holidaysnot taken by December 31st, will be scheduled by the Supervisor concemed within the following two months.
(B) The companywill pay all regular employeeseight hours straighttime at their normal classificationrate for the recognized holidays as named in Article 9 (A), provided that an employee shall not be entitled to be so paid

If he refuses to work on such holidays if assigned or if he refuses to respond to a "call hack" without justifiable reason.

If he is absent withoutjustifiable reason on the scheduled working day immediately preceding or succeeding such holiday.

If such holiday occurs while he is on requested leave of absence of more than one month.

If such holiday occurs when he is under suspension.
If he is absent for any reason in excess of twenty-six (26)weeks prior to the holiday.
(C) In the cases listed in Schedule Cjobs on Monday to Friday work week, the following applies:

Where a recognized holiday fails on a Saturday the assigned day off shall be on the preceding Friday and where a recognized holiday falls on a Sunday the assigned day off shall be on the following Monday.
Where two consecutive recognized holidays fall on a Friday and a Saturdaythe assigned day off corresponding to Saturday shall be on the preceding Thursday. Where two consecutive recognized holidays fall on a Sunday and a Monday the assigned day off correspondingio Sunday shall be on the following Tuesday.
(D) With at least 3 days notice or immediatelywhen hospitalized, an employee who is on sick pay benefits may cancel a scheduled Floating Recognized Holiday. if such floating holidays cannot be rescheduled within the floating holiday deadlines, the employee will receive that floating holiday pay in lieu of a floating holiday with pay.

## ARTICLE 10

## VACATIONS

(A) A vacation with pay will be granted only if an employeehas completed twelve (12) complete months of continuous service.
(B) (1) An employeewith from one (1) to four (4) years seniority who has rendered regular service during the preceding calendar year will be entitled to a vacation of two (2) weeks at some time during the calendar year.
(2) $\boldsymbol{A} \boldsymbol{n}$ employeewith from four (4) to eleven(11) years seniority who has rendered regular serviceduring the preceding calendar year will be entitled to a vacation of three (3) weeks at some time during the calendar year.
(3) An employeewith fram eleven (11) to seventeen(17) years senioritywho has rendered regular service during the preceding calendar year will be entitled to a vacation of four (4) weeks at some time during the calendar year.
(4) An employeewith seventeen (17) to twenty-five (25) years senioritywho has rendered regular servicesduring the preceding calendar year will be entitled to a vacation of five (5) weeks during the calendar year.
(5) $\boldsymbol{A} \boldsymbol{n}$ employeewith twenty-five (25) years or more seniority who has rendered regular service during the preceding calendar year will be entitled to a vacation of six (6) weeks during the calendar year.
(C) This vacation pay shall be computed as follows:

1. Employees will be paid $2 \%$ of their total earnings of the preceding calendar year or forty (40) hours pay at their normal rate, whichever is the greater for each week of vacation.
2. If an employeeis called back to work while on vacation, he will be paid on a call back basis.
3. All paid vacation time will be included in the work week.
(D) Vacation time will not be accumulated from year to year except that the last two weeks of an employee's vacation may be carried over to the following year with one week being completedby the end of March and the remaining week being completed by the end of May.

For vacation purposes the last calendar week of the year begins on the last Sunday of the year.

Unless special permission has been given by the Company employeesshall be scheduled for calendar week vacations.

Vacations will not be granted after schedules have been posted without approval of the supervisor concerned.

Vacation between lune 25th and Labour Day may be limited to two weeks to allow as many employees as possible to take a vacation during this period.
(E) If an employee leaves the Company's service at a time when an unused period of vacation with pay stands to bis credit, he will be paid in accordance with the regulation of the Minisiry of Labour for Province of Ontario.
(F) nie Company may require all or part of employees subject to this agreement, to take a vacation period and may close the Plant or any part of its operations for that purpose at any time convenient to the Company from June 30th to August 24th. If the Company decides to close all or part of the Plant for vacation purposes three months notice shall be given on bulletin boards. Any vacation taken by an employee outside of that time taken during a general Plant shut down will be scheduled insofar as possible as desired by the employee, but must be acceptable to the Supervisors concerned.

If it is acceptable to the Supervisor, the employee's 7 day vacation will be scheduled in two parts, provided each part begins and ends within the one calendar week and provided no overtime is created. Furthermore, with special permission an additional two weeks of an employee's vacation \{i.e. I0 paid vacation days) may be taken one, two, or three days ai a time and two days only may be taken on Saturday's.

Employees are requested to apply for vacation periods before May 1st, each year, giving 2nd and 3rd choices for dates. Such vacation schedules will be allotted by June 1st, giving priority according to seniority. Personnel who make their requests after May lst will be scheduled on a "tirst come, first served" basis. Vacation schedules previouslyarranged will not be disturbed to accommodate requests made after May 1 st, except in cases of urgency.
(G) With at least 3 days notice or immediatelywhen hospitalized, an employee who is on sick pay benefits may cancel a scheduled vacation. If such vacation cannot be rescheduled within vacation deadlines, the employee will receive that vacation pay in lieu of vacation with pay.

## ARTICLE 11

## EMPLOYEE SECURITY

(A) Each of the parties hereto recognizes that employees are entitled to an equitable measure of job security based on seniority, subject ta the following provisions:
(1) In the selection of employees for job vacancies, appointments will be made to the most senior employeewith sufficient ability to perform the duties of the position. Ability shall include skill, efficiency, responsibilityand physical fitness to perform the duties of the position. Such appointments will be subject to the provisions of Article 11 (A) (6).

The selection of Replacement Operators may be from the Regular employeeswithin the division concerned. As an exception to Article 6(D) which limits Employees to one division, that rule may be set aside by mutual agreement when the parties agree there would he no conflict in so doing.
(2) Seniority Status: Employees other than the employeeshired by mutual agreementon a strictiy temporary basis, shall have seniority status from their last date of hire, and shall come under the provisions of this Agreement, except that they shall be on probation for 70 days worked. The Company shall have the exclusive and unlimited right to determine if a probationary employee shall be retained. in determining whether an employee shall be retained, the Company shall not act in an arbitrary, discriminatoryor bad faith manner. The Company's decision on retention or discharge of a probationary employee shall not he subject to the grievance procedure.

Not withstanding the provisions of the preceding paragraph the Company and the Union may exclude specific employees from seniority status by mutual agreement in writing,
(3) An employeeshall have his senioritybroken and employmentseveredunder the following conditions:

If he voluntarilyresigns or quits.
If he is discharged for justifiable cause.
If he is absent forseven consecutive days without notifying !he Company unless there was justifiable reason for not notifying the Company.

If he does not work for a continuous period exceeding twelve months due to a lay-off.

If he does not return to work after a lay-off, within fourteen (14) consecutive days of being called without reason acceptable to the Company.

Provable sickness shall be considered an acceptable reason. The employee shall be notified by registered mail to his last known address of recall after lay-off. Absence for which special permission in writing has been given by the Company shall not break seniority, or sever employment. An employee wishing to be absent from his work in excess of 3 working days for reasons other than lay-off or illness must apply for a Leave of Absence.
(4) SeniorityLists: The Company will prepare seniority lists which will be revised annually or whenever proof of an ertor has been submitted. Copies of revised lists will be fumished to the Union. Plant wide seniority shall be as of Article 11 (A) (2).
(5) Posting lob Vacancies: All hourly job vacancies within the scope of this Agreement, with the exception of Rate 1 jobs, temporaryjobs not exceeding one month, or as mutually agreed, will be posted. in cases of temporary vacancy, the job will be posted if conditions warrant, affording protection for the regular employeeto retum to his regularjob. Where a temporary vacancy is posted to replace an employee temporarilyoff work, it shall be posted subject to permanency. Other temporary vacancies shall be limited to one year at which point, the jobs will be r e posted or considered as permanent

When a vacancy becomes evident the job vacancy, if subject to posting, will be posted on all bulletin boards immediatelyfor a period of eight (8) days, indicating job title, rate of pay and hours of work. The successful applicant will be chosen within an additional fourteen days and, provided no replacement is required by bulletin on the successful applicant'sjob, he shall begin training within 21 days of the posting of the selection. If a vacancy results from retirement, the vacancy is to be posted sixty (60) days in advance of normal retirement date.

The Company will forward to the President and to the Secretary-Treasurenf the Union, copies of the job postings, list of applicants and selectee within the time limits. In addition, members of the Union Executive will, upon request, be shown lists of applicants at the Personnel Office.

The selection of applicants for job vacancies will be in accordance with Article 11 (A) (1). in selecting applicants for postedjob vacancies it is stipulated that the selectee's appointment is temporary, but subject to permanencyif found satisfactoryafter a reasonable period of training and when previous incumbent's appointmentto another job has been declared permanent. An employeewho is selected for a job will be given up to a 5 day training period to determine if he wishes to continue this training. After this five days of training, he shall have no grievance if he loses the rights to his formerjob. This loss of rights to his former job does not apply if he proves to be unsatisfactoryon his new job prior to being declared permanent. This also applies to hourly employeesbeing selected for jobs listed in Article 2. During the above 5 day training period the employee will be paid Rate 1. Employeeswho continue to train after this five (5) day training period will be paid in accordance with the Article 5 (6) retroactive to the beginning of the training period.

In the event that a selecteeproves during his training periodto be unsatisfactoryor desires to return to his former job then the next selection will be made from those who answered the bullietin. If none of the applicantsare qualified, an employee who has completed his probation or is currently serving his probationary period will be appointed. If the job is not filled within 90 days the job will be r e posted if requested by the Union. Applicantswho applied for the initial posting and apply for the re-posting, may not be considered if they were selected in the first instance, and withdrew after the training period had begun.

An employee with over five years senioritywho applies for and is selected to a job, may apply for another job within 24 months of his previous selection but he shall have no grievance if he is not selected in the second instance. An employee with less then five years senioritywho is appointedto ajob, or who applies for and is selected to a job, may apply for anotherjob within 36 months of his previous selectionbut he shall have no grievance if he is not selected in the second instance, Employees are restricted to an 18 month waiting period when moving from a regular job to a regular job with a higher rate classification The aboverestrictions do not apply if an employee is improving his position in the replacement sequence, or moving to a posted regular dayjob or days (shift as required). The above does not apply to employees changing shifts within the samejob. Filling of the new vacancy will be accomplished by selecting an applicantfrom the original list for that bulletin by continuing down the list.

When an employee bids to the samejob (moving in the replacement sequence) his 36 or 24 month restriction perioddoes not get reset to zero. When an employee bids io the samejob (moving to a different shift) his $\mathbf{3 6}$ or $\mathbf{2 4}$ month restriction period does not get reset to zero. If no additionaltraining is required, the restriction period for the employee does not get reset.
(6) Those employees not covered by the Agrement prior to June 16, 1967 have full seniority from 1st \&te of hire for all purposes except awarding of bulletincd jobs. For the purpose of awarding bulletined jobs no time spent outside the bargaining unit shall be recognized.
(7) Recognition of 12 -houremployees outside the 12 -HourMemorandum of Understanding. Unless specified in the 12 -Hour Memorandum of Understanding, both parties understand that all Articles in the Collectiveagreement pertain to all hourly employees. (Day workers, 8 -hours shift workers and 12 hour shift workers).
Where the collectiveagreemend references 8 hours it is understood that it appliesto and means the same as 12 hours where applicable. Where the guaranied workweek provides for 40 hours it is understood that the 12 -Hourmemorandum of 48 hours and 36 hours on a weekly rotation basis shall suffice.
(B) Subject to Article 11 (D) all regular employees will be guaranteed the opportunityof working the number of days equivalentto the grind week up to a maximum of 40 hours, or 32 hours during a week in which an employee is paid for, but does not work, 8 hours on a recognized holiday, or 24 hours during a week in which an employee is paid for, but does not work, 8 hours for each of 2 recognized
holidays Regular employeeswho have less than 5 years semionty will be guaranteed the opportunity of working a minumum of 150 days 17 each contract year with recall rights for the term of this Agreement
("Regularemployees' excludes probationary employeesand studentemployees")
Employees in the Mechanical Division will be subject to the above guarantee and any additionalwork undertaken by the Mechanical Division will be handled by the regular members of the shop concerned

It is also agreed by both parties that certain active employees are limited for work under Article 11 (C) and it is agreed that these employees shall be assigned to duties that their limitations will allow them to perform Excluded from the above are employeeswho qualify for LTD under the terms of the Agreement

When a regular assigned employeehas been given an assigned day off because he had an expected work week of 40 hours, and his scheduled work 15 reduced he will receive 8 hours work or 8 hours pay for each day's work that he would have received, if he had not been given an assigned day off
(C) General Plant Schedule - Extra Work as requisitioned by divisions will be allocatedwith as much advance notice as practical by the Support Services
Departruent to employeeswithout regular assigned jobs and to employeeswho are not scheduled for the full recognized work week on a divisional schedule Ail work for the following week requisitioned pror to 4:00 p.m Friday will be allotted and posted by $5: 00 \mathrm{p} . \mathrm{m}$, Friday, in applying the foregomg, if semor employeeshave an expected work week of less than the Recognized work week and work on Rate I jobs is available on days they are not scheduled to work on a Divisional Schedule, then such Rate I work will be allocated to the more senior employeesprovided no extra cost results

Work allocatedunder this section will be distributed on a seniority basis, abilityto do the work required, availabilityand the expected work week It is recognized however, that it is not practical nor possible to allocate such work strictly on a sernorty basis

Work allocated under this section will be included in the work week for all employeesbut provisions covering call back pay, down day change, assigned day off change, starting tune change, and work reduction do not apply to such work

Employees will be paid the rate of the job to which they are assigned (except the application of Rate ] A to Probationary Employees)
(D) (1) Lay-offs. Where changes in methods, production or policy would requrre a permanent lay-off, the reduction in employeeswill be made by laying off the lowest Plant senionity employes. When additional employees are required, the former employees will be re-hired in reverse order of lay-off,
tutarama,

(2) In anyjob displacementthe Companywill transfer the Regular Operators and the Replacement Operators who are affected, to Rate 1 jobs provided they have sufficient seniority and are able to do the work available. Vacancies in Rate 1 jobs will be created by transferringthe least senior employeeswith regular Rate 1 jobs from the Rate 1 jobs. The Regular and Replacement Operators permanently displaced will be guaranteed a minimum of not less than the rate of their formerjob for the work done during a period of 18 months after the displacement.
(E) The Company agrees except in cases of urgency, not to let or enter into contracts for Plant maintenance work or the performance of other bargaining unit work at the Plant, which work is normallyperformed by Mechanicalemployees or other bargaining unit employees, while Mechanical or other regular bargaining unit employees who are qualified and capable of doing the work are on layoff status.

Maintenance work is defined to mean repair and replacementof existing equipment in kind.

Exceptions to the foregoing are jobs which are normally contracted out such as roof and road repairs, elevator maintenance, etc., together with jobs that require special skills not possessed by employees, or equipment which is not owned by the Company.

The Company will give the Union five (5) days prior notice (Saturdays, Sundays and holidays excluded) of the letting of contracts mentioned above in Article 1 I (E), paragraph 1.

The Company will continue its efforts to undertake selected non-routinejobs such as building demolition when necessary skilled and unskilled regular employees are available within the workforce. Such work will be undertaken by the Company only if it can be done safely and at comparable cost. Unskilled labour on these jobs will be paid at Rate 1. Qualified mechanic when needed will be on the job.
(F) Employees who are excluded from the bargaining unit shall not perform routine work normally done by hourly employees. Violation of this provision is subject to the Grievance Procedure.
(G) The facilities(excluding the offiœ) previouslyoccupied by Best Foods Canada Inc. at Cardinal shall be considered as part of the plant as defined in Article 2 for the purposes of this agreement.

## ARTICLE 12

## DISCIPLINE

(A) Subject to the right of an employeeto file a grievance the Company reserves the right to discipline any employee for any justifiable cause.

A conduct record must be filed with the Support Services Office within 14 calendar days of the alleged offense becoming apparent. The employeeshall be notified of the discipline imposed within 12 calendar days after the filing of the conduct record and in the case of discharge or suspension, the President of the Union will be advised by registeredmail within this period.
(B) If a suspension or discharge is disputed, an appeal must be made through the grievance procedure within 14 calendar days of notification to the employee and the Union. in case of suspension, the discipline must commence within 24 calendar days of the discovery of the alleged offense.

If it is found that no penalty is justified the employee so reinstated will be reimbursed for loss of earnings by payment of $2 \%$ of previous 12 months earning for each week's loss of earnings or by payment for such time at his regular rate, whichever is the greater. As well the said $2 \%$ penalty is also applied to unjustified, non-disciplinarysuspension, demotions or terminations.

If the penaltyis reduced, the employeewill be paid for the unjustified time off by payment of $2 \%$ of previous 12 months earnings for each week's unjustified loss of earnings or by payment for such at his regular rate, whichever is the greater. From this amount paid to him, will be deducted any earnings or benefitshe has received from any other source during the period of unjustified time off.
(C) Completerecords in writing will be kept of discipline administered. Upon the written request of an employeeto the Support Services Department, a record of his disciplinaryrecord will be made availableto him. nie employeehas the right to appeal through the Grievance Procedure in all cases of discipline.
nie Company agrees to remove quarterly each year, from the employee's files all disciplinerecords that are 2 years old or older.

In addition, the Companyhas agreed that an employeemay, if he wishes, be accompaniedby his steward if he is being reprimanded as the result of a written conduct record. The employee will be required to initial the conduct record to indicate only that he has received it.

## ARTICLE 13

## UNION OFFICERS AND COMMITTEES

(A) The Union shall notify the Company from time to time of the names of the stewards and their respective zones. No zone or portion of a zone shall be represented by more than one steward. Each steward shall have a definite designated zone and be a regular employee of that zone. Any change in thislatter condition must be arranged by mutual agreement with the Support Services Manager.
(B) (1) A GrievanceCommittee shall consist of three (3) Plant Union members for the purpose as outlined in the Grievance Procedure. The Committee may be accompanied at any time by the National Representative or his designate fram Ied 483.
(B) (2) The Labour Committee which meets Management on a scheduled monthly basis shall consist of four (4) Plant Union members, and the President of Local 483. The Committee may be accompanied at any time by the National Representativeor his designate from Local 483.

In Article $13(B)(1)$ and $\mathbf{1 3 ( B ) ( 2 )}$ it is understood that the designate may be from outside the Bargaining Unit.
(B) (3) The Union Committee which meets with Management to negotiate renewal of the Agreement, will be paid by the Company, and shall not exceed six (6) Union members of Local 483 plus representation from the National Union.
in Article 13(B) (3) any of the six (6) Union members may be from outside the Bargaining Unit.

In the case of $(B)(1),(B)(2)$, and $(B)(3)$ above, the samelimitation in numbers shall apply to the Company.
(C) The Union agrees to certifyto the Companythe names of its duly elected officers and any other representatives authorized by the Union under its constitution to negotiate with the Company on any matters covered by this Agreement.

It is agreed that no individual employee or group of employees shall represent the local Union at meetings with Management without proper authorization from the local Union.
(D) A Steward, with the approval of his Supervisor, shall be permited, during regular working hours without loss of time or pay, to leave his regular duties for a reasonable period to adjust and present grievances in his zone. If an employee has been instructed to report to management he may, if he so desires, be accompanied by a Union Representativebut only if he has been advised by management that the instruction is mandatory.
(E) The Company agrees it will reimburse Union officers called in for monthly Union-Managementmeetings at regular rate for any hours between 7:00 am and 3:30 p.m. Such time will not be included in the work week. When the Union Officers or Committeesare scheduled for and paid for $8 / 12$ hours in one day for attendingjoint Union-Managementmeetings, such $8 / 12$ hours will be considered as $8 / 12$ hours worked in computing the work week under Article 7 (A), and in determining the "opportunityof working" under Article 11 (B).
(Understanding is that short duration meetings will be done on a call back basis as current practice.)

Meetings convened by a Conciliation Officer or by a Conciliation Board during the term of this Agreement shall be deemed to be joint Union-Management Meetings.

Only Plant employeeswill be reimbursed by the Company as outlined in the Agreement, for joint Union-ManagementMeetings as in 13 (B)(1) and 13 (B) (2).
(F) The Company shall grant a leave of absence of up to one month for a maximum of 4 Union Representativesto attend Union conventions upon written request from the Union Executive. Arrangements for such time shall be made with the Support Services Manager giving as much notice as possible with a minimum of 48 hours.
(G) Subject to the efficiency of plant operations, the Company shall allow the Union Executive and Stewards the required time off without pay to attend to necessary Union Business, upon the written request of the Union President or his authorized representative. Arrangementsfor such time off shall be made with the supervisorconcerned giving as much notice as possible with a minimum of 24 hours. Preferably such request should be presented to the Support Services Manager by 8:00 am Thursday of the week preceding the date the required time would begin. Such time off will be considered as $\mathbf{8}$ hours work for each day, for purposes of calculating the work week (Article 7 (A)), and opportunitylo work (Article 1 I (B)).
(H) Subject to the efficiency of plant operation, the Company shall grant leaves of absence without pay or benefits of up to six months for a maximum of two Union Representativesin one calendar year to attend a Labour School upon the written request from the Union Executive with two weeks notice.

## ARTICLE 14 GRIEVANCE PROCEDURE

For the purpose of adjusting grievances arising from the interpretation, administrationor alleged violation of any part of the Collective Agreement this grievanceprocedure shall be followed. Any complaint of an employeemust be taken up verballyby the employee and his steward with the supervisor concerned. If the complaint is not settled, it becomes a grievance and shall be processed accordingly.

Grievances shall be taken up as follows:
(1) As soon as possible after the alleged grievance becomes apparent but in any event within 42 calendar days from the alleged occurrence, the grievance must be presented to the supervisorconcerned by the Steward in writing on forms provided by the Company and agreed to by the Union. Within 24 calendar days of presentation of the grievance, the Divisional Manager or his representative, will bold a meeting with the Union Steward, Chief Steward or his representative, and the supervisor, at which time an effort will be made to settle the grievance. The Divisional Manager or his representative will reply in writing to the Union Steward, advising him of his decision within 7 calendar days after the meeting.
(2) If the Divisional Manager's decision is not satisfactory, the Union will make a request, within 7 calendar days ofreceiving the Divisional Manager's decision, for a meeting with the Plant Manager or his representative. Within 28 calendar days of receiving the request, the Company will meet with the Union Grievance Committee. The Plant Manager or his representative will make his ruling on the disposition of the grievance in writing and send it by registered mail to the Chairman of the Grievance Committee within 7 calendar days of his meeting with the Grievance Committee. Also copies of such decisions or rulings will be delivered by the Support Services Department to the Union Secretary-Treasurer, Union President and National Representative. If the Union requests arbitration, the request must be made in writing within 14 calendar days affer receipt of the Plant Manager's decision.
(3) By a single arbitratorupon the written request of either party to this Agreement. The functions of such Arbitrator shall be limited to the interpretation, application, administration, or alleged violation of the Agreement. Such Arbitrator shall not have the authority to add to, detract from, or alter any terms of this Agreement.

The Arbitrator shall be selected as follows: The Union and the Company shall endeavor to select a mutually satisfactory Arbitrator. If an Arbitrator cannot be agreed upon within one calendar week, the Minister of Labour will be requested to appoint an Arbitrator. A hearing will be set within 21 days of receipt of the request by the Minister of Labour. The Arbitrator shall deliver his decision orally without reason as soon as practicable, and his decision in writing with reasons, within twentyone days of the hearing. The Union and the Company shall each pay half of the remunerationand expenses of the Arbitrator.
if either party fails to adhere to the time limits of the grievance procedure, the grievance shall lapse. in the case of a Union or employee grievance, if the failure is attributable to the Company, the demand will be granted by the Company without prejudice. In the case of a Company grievance, if the failure is amibutable to the Union, the demand will be granted by the Union without prejudice. Any of the time limits set forth in this Article may be extended by the written consent of both parties.

## ARTICLE 15

## LOCKOUTS AND STRIKES

(A) The Union shall not call or authorize and no officer, officiai, or agent of the Znion shall counsel, support, encourage or participate in an unlawfiul strike or slowdown. Any employeeviolating this provision is subject to discipline.

The Company shall not call or authorize and no officer. official or agent of the Company shall counsel, support, encourage or participate in an unlawfil lockout. if the Company violates this provision, it shall reimburse the employee or employees for the time lost by reason of such violation.
(B) Should any condition lead to a stoppage of work, the Union will, at the request of the Company, cause to remain at work such members of the Union as are necessary to maintain essential services for plant and town protection.

## SAFETY AND HEALTH

(A) The Company will maintain its plant and its premises in safe conditions and in accordance with the regulations set out by the Province of Ontario and/or the Dominion of Canada and the Union agrees to assist the company in maintaining observanceof these regulations. The Company will continue to maintain adequate First Aid facilities, and to establish and maintainSafety and Health Rules and Regulationsin accordance with good safety and health practice and government regulations. The Union agrees to cooperate with the Companyconcerning the health and safety of employees. Employees are required to work safely at all times and comply with the safety regulations. No employee shall be required to perform services that seriouslyendanger his safety or health, and refusal to do such work shall not warrant discipline, or warrant discharge. Understanding is the above sentence would be applicable if the current provisions governing "Right to Refuse or to Stop Work Where Health or Safety is in Danger" are revoked.

A joint Labour-ManagementHealth and Safety Committee shall be composed of three representatives of management one of whom will be the Safety Supervisorand three Plant Union members. The Union representativesshall be selected by the Local Union.

The Committee Shall:

1. Promote safety and health and report unsafe practices and conditions to the Safety Supervisoras they become apparent.
2. The SafetySupervisorand the Committee shall make an inspection of the Plant once per month preceding the monthly meeting of the Safety Committee.
3. Make recommendationsto Management concerning safetymatters.

## ARTICLE 17

(A) Bulletin Boards shall be available for posting Union notices after they have been approved by the Plant Manager or someone delegated by him for this purposs.
(B) Monthly metings will be held, normally on the 2nd Tuesday of each month or as otherwise mutually agreed. A Union representative will net with the Support Services Manager on the preceding Monday moming to exchange agendas and arrange a time for the meting.

A record will be kept of the minutes of all such monthly mings between Managemont and Union Corurittess. Such record of the minutes shall itst be prepared in draft form and submittedto the Union Cffices. The Union shall then signify its acceptance of the record of the meting, by signing the dratt copy, Final copies shall then be prepared which indicate acceptanceby both the Company and the Uhion and shall be distributedto the Union Officers and the Netional Representative.
(C) Atrendrients lo the Agreement maybe negotiated by the parties at any time by moul consent, but failure to agrea shall not constitute a grievance nor te submitted to Arbitration. Copies of such amsadments shall be signed by the Union Officers and the Company and athached to the Master copies of the Agreertent and shall be distributed to the Union Executive, Uhion $\$$ Stowards and the National Representative.

The following will become part of the Agreement:
Re: Calculation of A.M.E, for Persons Retiring while on Long Torm Disability
Re: Apprentice Training Program
Re: Primary Satery Observer
Re: Yard Employses
Re: 12 Hf . Shifts
Re: Mechandoal Division
Re: Memorandum of Understanding Dated January 23, 1997
Memorandumre: Resolution of Same Seniorify Dates
Momorandum re: Notification for Mechanical Weekend Work
Memorandumof Understanding re: Receiver \& Supplier Stores
Memorandum of Understanding re: Meal Allowance, Work Clothing $\hat{\mathcal{L}}$
Safety Shoes
Memorandum of Understanding re: Make Up Shifts
The parties agree to abide by the following memorandums:
Com Unloading • May 26/95
Provincial Apprentice Program - May 26/95
Mechanical DivisionMemorandum
Vacation Scheduling and Floating Holidays 12 Hr . Shifts
(D) An employee who is advised to leave the Plant by the Companybecause of an injury on the job, will be paid for the balance of the day of the injury at his rate of pay.
(E) 'he Company shall continue to maintain in effect and will pay $100 \%$ of the premium costs and any increases in cost of premiums for coverage and/or benefits as provided by the following plans for all employees who have completed their probationaryperiod.

A summary of the principal features of the insurance, medical and pension plans is outlined below.

Except as otherwise provided in this Collective Agreement, all interpretations shall be governed by the Legal Plan Texts.

The coverage is effective on the Ist day of the month coincident with or next following the end of the probationaryperiod provided the employee is actively at work on that date.
(1) O.H.I.P. and Semi-Private Hospitalization

Ontario Ministry of Health Insurance Division Plan [Ifpremiums reinstated]
Blue Cross Semi-Private Hospital

## (2) LIFE INSURANCE

Basic Life Insurance of $\$ 60,000$ for active employees. - $1^{\text {n }}$ year
Basic Life Insurance of $\$ 65,000$ for active employees. - $2^{\text {nd }}$ year
Basic Life Insurance of $\$ 70,000$ for active employees. - 3rd yeat
An employee who qualifies for Long Term Disability will be covered for the Basic Life Insurance in effect on the last day worked.

Option for active employeesto purchase additional $\$ 50,000$ Optional Life Insurance and $\$ 50,000$ Optional Spousal Life Insurance.
Option to purchase Optional Life for dependants ( $\$ 30,000$ for spouse; $\$ 10,000$ for each child)

Note: Optional Insurances are subject to the Insurance Company's requirements for evidence of Insurability.

Upon retirement on pension, Basic Life Insurance is replaced by $\$ 5,000$ coverageuntil death.

For retirement between the ages of 55 and 65 due to ill-health or disability, the amount of Basic Life Insurance in force immediately prior lo retirement will remain $\mathbf{m}$ force until the normal retirement date, at which time coverage will be reduced to $\$ 5,000$. Optional insurance shall continue in force until age 65 , provided the employeecontinues to the pay the premium.

Basic AD\&D insurance of $\$ 30,000$ for active employees.
An employee who qualifies for Long Term Disabilitywill be covered for the Basic $A D \& D$ insurance in effect on the last day worked.

Option for an active employee to purchase additional $\$ 35,000$ coverage.
For retirement on pension between the ages of 55 and 65 due to ill health or disability, the amount of Basic AD\&D Insurance in force immediatelyprior to retiremeni will remain in force until the notmal retirement date. Optional $\mathrm{AD} \& \mathrm{D}$ insurance shall continue in force until age 65 provided the employee continues to pay the premium.
(4) SICK PAY

A Company provided self-insuredplan providing a benefit to active employeeswho qualify,

To qualify, an employeemust not have been disabled due to the same illaess for two weeks immediatelyprior to initiating a new claim.

The Benefit will be as follows:
Following a waiting period of 3 days of disability:
$\$ 700$ ( $1^{\text {n }}$ year) per week of disability.
$\$ 720$ ( $2^{\text {nd }}$ year) per week of disability
$\$ 740$ ( 3 rd year) per week of disability.

## OR

4/5 of $\$ 700$ (1 $1^{\text {tI }}$ year), $\$ 720$ ( $2^{\prime \prime}$ year), $\$ 740$ ( $3^{\prime \prime}$ year) per week of disability that includes one paid recognized holiday.

## OR

$3 / 5$ of $\$ 700$ ( $1^{\text {d }}$ year), $\$ 720\left(2^{\prime}\right.$ year), $\$ 740$ ( $3^{\prime \prime}$ year) per work week of disability that includes two paid recognized holidays.

The above benefit will be reduced by any wages received from the Company during that week and less one seventh of the benefit per day for each waiting day where applicable.

Benefits will begin on the earliest of:
(a) absence on first day following an accident

## OR

(b) first day of illness and hospitalization(i.e. employee is admitted as an inpatient for a minimum hospital stay of 24 consecutive hours)

## OR

(c) retroactive to 1 st day of illress/disability if absence continues for at least 7 consecutive days

Otherwise, benefits will begin on the 4th consecutive day ofillness.
Benefits will continue for a maximum of 26 weeks for any one disability. The Company will require a Doctor's verification in order to process a sick pay claim.

Employeesmay make use of their existing floating holidays entitlement retroactivelyas paid compensation for sick leave upon presentation of a doctor's note.
(5) LONG TERM DISABILITY INSURANCE

Long Term Disability Insurance will pay $66-2 / 3 \%$ of current base earnings to a maximum of $\$ 2150.00 \mathrm{per}$ month less any applicable incomes, or in respect to a recurrent illness, an amount determined by the Long Term Disability Insurance Policy. Such benefits will begin after 26 continuous weeks of disabilityand will continue until the employeeis fit for employment,elects early retirement, or reaches age 65 whichever is the earliest. Disabilityis defined as disabled from own occupation for the first 24 months and any occupationthereafter.

The above increase applies only to employeesactively at work when the increaseoccurs.

## (6) PRESCRIPTIONDRUG PLAN

The Company will maintain the Blue Cross prescription drug plan (FormularyThree (3)) that pays for prescription drugsafter a deductible of 35 cents per prescription.

## (7) DENTALPLAN

Blue Cross PreventativeBasic Dental Plan $\# 7$ which reimburses 100\% of eligible expenses based on the current Ontario Dental Association Fee Guide.
in addition to the above, coverage equivalent to Rider 1 of the Blue Cross PreventativeBasic Dental Plan \#7 which reimburses $80 \%$ of eligible expenses based on the current Ontario Dental Association Fee Guide.

Major Dental Plan which reimburses $\mathbf{5 0 \%}$ of eligible expenses based on the current Ontario Dental Association Fee Guide.

The overall combined maximum for basic, preventative and major services is $\$ 2500$ per person for each benefit year.

Orthodontics - with lifetime maximum $\$ \mathbf{2 , 0 0 0}$ (50\% reimbursement)
(8) PENSION PLAN

The Company has provided a Pension Plan for employeesrepresented by the Union which Pension Plan will be continued.

Upon completion of the probationary period, membership in the pension plan is conferred retroactivelyto the latest date of hire as a full-time employee.

Upon completion of two years of plan membership, each employee is vested in the Plan.

Subject to legal requirements, all employeesare required to retire at the end of the month in which they become 65 years of age.

Calculation of Average Monthly Earnings (A.M.E) will be based on the best three years earnings in the last ten years service. Employees who are eligible for early retirement and request a pension estimate will receive a 10 year week by week earrings record to accompanythe estimate.

Minimum Yearly Earnings:
in selecting yearly eartings to be used incalculating the A.M.E., each year's earnings is compared with employee's regular rate $\mathbf{x} 2080$ hours and the greater amount is used.

The Pension Formula will be as follows:
At Normal Retirement Age of 65 years with I 5 or more years' serfice:
$35 \%$ of A.M.E.
plus $1 / 4 \%$ A.M.E for 15 through 30 years' service.
plus $\mathbf{1 / 2 \%}$ A.M.E for 31 through 35 years' service.
plus $3 / 4 \% A, M, E$ for each year over 35 years' service.
less (1/2 CanadaPension Plan Benefil minus \$175, ()

Early Retirement between age 55 and 65 will be grantedon request of eroployees with at least 15 years of service.

The following Early Retirement Factors apply to employees with at least $\mathbf{1 5}$ years of service.

Early Retirement Factor Table:

RETIREMENT
AT AGE
64
63
62
61
60
59
58
57
56
55
5

> PENSION
> REDUCTION
> EFFECTIVE
> JAN. 1, 1991

0\%
0\%
0\%
0\%
0\%
$3 \%$
6\%
9\%
12\%
15\%

Premiumsfor existing Ontario Mristry of Health insurance DivisionPlan, Drugs, Dental and Semi-private hospital coverage for early setires between age 55 and $\mathrm{n} \circ \mathrm{d}$ retirement age will be paid by the Company.

Premiumsfor existing Ontario Ministry of Health insurance DivisionPlan, Drugs, Dental and serri-private hospital coveragewill be paid by the Companyto provide single coverage for spouses of retirees. Such premiums will commence upon the death of the retiree or on the first day of the month following the month during which the retiree attains age 65 and will continue until the earliest of,

1. The completion of twenty-fourmonths from the above mentioned date, or
2. The last day of the month during which retiree's spouse attains age 65 .

The above amendmentto 17 (E)(8) is applicable to retirements that occur after April 15, 2000
Up to I week education of two Union Representativeswill be provided by the Company in administration and operation of Pension Plan.

Pension Pop-Up - The Company will continue to provide for a pension popup in the Pension Plan as per the attached document.
(9) The Company agrees to maintain in effect and will pay $\mathbf{1 0 0 \%}$ of the premium costs of Semi-Private Hospitalization, PrescriptionDrug Plan, Dental Plan coverage in effect for the employee's spouse and dependents for a period of $\mathbf{1 2}$ months following an employee's death.
(10)The Union, on behalf of the employees, accepts the foregoing benefits as a full and complete settlement of the Company's obligationsin respect of any amounts required by the Employment insurance Act to be paid to or for the benefit of employees as a consequence of the reduction of any insurance premiums payable by the Companyunder the aforementionedAct, and discharges the Company of the said obligation.
(I 1) Vision - with maximum of $\mathbf{\$ 2 0 0}$ per $\mathbf{2 4}$ months including the cost of eye exams. ( $100 \%$ reimbursement)

One pair of orthopedic shoes or inserts are reimbursable at $80 \%$ up to an annual maximum of $\$ 300$ per person, subject to the insurance Company's approval (based on medical necessity). Note, coverage is not eligible if primary use is for athletic purposes.

Treament by a licensed Chiropractorwill be reimbursed up to $\$ 15$ per visit to an annual maximum of $\$ 225$ per person
(F) All employees must submit to a physical examination as a condition of employment. All hourly employees will be re-examined annually or as required by the Company.

It is agreed that the Company will pay up to $\$ 15$ for the cost of a medical certificate related to the above physical examination.
(G) Property $\cdot$ Company or personal propertyshall not be removed from the Plant without a pass duly authorized by the Mechanical Supervisor or the Plant Manager.
(H) Entrance to Plant • any employeewishing to enter the Plant property at any time other than reporting for duty must obtain a pass from the Security Qffice. An exception is made to this rule in case of fire.
(I) Employees will be entitled to 3 days bereavement pay at their regular rate for immediate family. Scheduled time lost due to bereavement will be paid to an employee at his regular rate. Assigned days off and down days are not included in bereavementtime off. Time off will apply to the immediate family, which is defined as current spouse, son or daughter of the employee, father or mother of the employee, stepparents of the employee, stepchildren of the employee, father-in-lawor mother-in-law of the employee, brother or sister of the employee and grandchildren of the employee.
in the case of grandparents of the employee, brother's or sister's in-law of the employee, employees will be entitled to a I-day bereavement pay as above. In addition, payment for the remainder of his shift will be made when an employeeis excused from work due to a death in the immediate family as defined above. This time and pay will not be considered as bereavement time.
in the event of a death in the family, and an employee is either on, or about to commence vacation or a floating holiday that would be coincident with the bereavement leave, holidays will be cancelled at the request of the employee and rescheduled at a later date in accordance with the collective agreement.
(J) $\boldsymbol{A} \boldsymbol{n}$ apprentice training program - may be instituted and continued at the discretion of the Company. The rate schedule for such a program is shown in Schedule B. The selection and retention of employees as apprentices will be solely a responsibilityof the Company. If for any reason the program is discontinued, apprentices who are in training will be retained as regular members of the shop concerned and will follow the Apprentice Rate Schedule.
(K) in order to mairtain the high standards of sanitationdesirable in a food plant, all personnel mst observe the rules and regulations as they apply to their personal hygiene and cleanliness as well as to their performance of their job.
(L) The Company reserves the right to conduct searches on plant premises, of belongings and lockers of employeesin their presence.
(M) When an employee is required to serve onjury duty, the Company will pay to the employee the difference betweenjury duty pay and his base rate for scheduled time lost. The Company agrees that employeesscheduled to work 11:00 p.m. - 7:00 am. or 7:00 p.m, -7:00 a.m. immediatelypreceding the day of jury duty, will be paid base rate for scheduled time lost.
(N) The Company agrees to pay a tool allowance of $\$ 225$ to mechanics Rate 6 and higher within the Mechanical Division. Employees in the Mechanical Division with Rate 3 to Rate 5 (exclusive of the Yard employees) will receive a tool bonus of $\$ 75$ providing such employeesmaintain an adequate supply of tools. The allowance shall be made subject to the recommendation of the Supervisor concerned and paid not later than February 28 th, each year.
(O) The Company will pay severance allowance in compliance with the Employment Standards Act to employeespermanentlylaid off without rights to recall. The Company will also extend the severanceprovisions of the Employment Standards Act to non-probationaryemployeeswith less than 5 years of service who are laid off without rights to recall.

## (P) Leaves of Absence for Pregnancy:

Female employeeswho are pregnant will be granted leave of absence without pay for a period of time in accordance with the provisions of the Employment Standards Act.
(Q) C.O.L.A (Cost Of Living Allowance): The Cost of Living Allowance will be based on the National Consumer Price index $(1971=100)$. The first application of any wage increase resulting from this provision will be August 1, 2007.

If the C.P.I, increases by more than $3.0 \%$ between December 2006 and lune 2007 the hourly wage rates will be increased by ic for each . 45 point that C.P.I. increase has exceeded the $3.0 \%$ to the nearest cent. The increased wage rate will be effective 7 am August 1, 2007.

Similarly, the wage rates will be increased by 1 c for each .45 points that the C.P.I increase exceeds $3.0 \%$ between June 2007 and December 2007 to the nearest cent, effective 7 a.m. February 1, 2008.

If the C.P.I, increases by more than $3.0 \%$ between December 2007 and lune 2008 the hourly wage rates will be increased by lc for each .45 point that C.P.I. increase has exceeded the $3.0 \%$ to the nearest cent. The increased wage rate will be effective 7 am August 1, 2008.

Similarly, the wage rates will be increased by 1 c for each .45 points that the C.P.I increase exceeds $3.0 \%$ between June 2008 and December 2008 to the nearest cent, effective $7 \mathrm{am} . \mathrm{m}$. February $1,2009$.

The maximum wage rate increase resulting from this provision will be as follows:
(1) maximum increase of 16 c per hour in C.O.L.A. adjustment effective 7:00 a.m. August 1, 2007.
(2) maximum increase of 16 c per hour in C.O.L.A. adjustment effective 7:00 am. February 1, 2008.
(3) maximum increase of 16 c per how in C.OLL.A. adjustment effective 7:00a.m. August I, 2008.
(4) maximumincrease of 16 c per hour in C.O.L.A. adjustment effective 7:00 a.m. February I, 2009.

## ARTICLE 18

## DURATION OF AGREEMENT

This agreement shall commence at 12:01 a.m. on April 15,2006 and except as otherwise provided will continue in full force and effect until 12:01 a.m. on the 15th day of April 2009 and from year to year thereafter unless either the Company notifies the Union or the Union notifies the Company in writing within three (3) months prior to the renewal date of its desire to amend the Agreement. Negotiations shall commence not later than ten (10) days following receipt of such notice. Either party desiring amendments shall present its proposed amendments on or before the beginning of negotiations. Any amendments which may be agreed upon shall become part of the Agreement without modifying or changing any other terms of the Agreement.

In Witness whereof the said parties have hereunto signed.
UNITED FOOD PROCESSORS UNION
CAW, LOCAL 483, CARDINAL, ONTARIO
Harry Ghadban
National Representative

Kevin Patrick President

Wade Tousignant
Secretary - Treasurer
Todd Deschamps
Vice-president

Daniel Roode<br>Recording Secretary

CASCO INC.
Cardinal, Ontario
Marc Harcus
Plant Manager

Lee Whitley Operations Manager

Ken Shaw<br>Manager, Support Services

John Playford
Engineering Manager

## APPENDIX A

## DEFINITIONS

SPLIT SHIFT. is a shift or regular day's work split on the instructions of the Supervisor into two or more periods separated by more than one hour.

REGULAR RATE - is the classification rate corresponding to the job title on the rate schedule i.e. Schedule B.

NORMALHOURLY RATE $\cdot$ is the highest active hourly rate appearing on the employees Form 8.

PLANT SENIORITY• is the length of recognized continuous service in the plant dating from the employee's last date of hiring.

A GRIND SHIFT- is a regular shift (i.e. $7 \mathrm{am}-3 \mathrm{pm}, 3 \mathrm{pm} \cdot 11 \mathrm{pm}$, or $11 \mathrm{pm} \cdot 7 \mathrm{am}$ ) during which corn is being ground.

A GRIND DAY - is a working day (see Article 6 (A) )consisting of 3 grind shifts. Thus one grind shift equals one-third Grind Day, and two grind shitts equal twothirds Grind Day.

A GRIND WEEK • consists of the number of days or fraction thereof in which corn is ground in accordance with Article 6(A).

STARTING TIME - is the time designated to be the beginning of the day or shift for which the employee is paid i.e, the beginning of the normal hours of work.

QUITTINO TIME , is the time designated to be the end of the day or shift for which the employee is paid i.e. the end of the normal hours of work.

CALL BACK OR CALL N • for the purpose of this Agreement, these two terms have the same meaning. A Call Back or Call In refers to the situation in which an employee is called in to work without notiœ for a limited period of time.

## APPENDIX A

## SCHEDULE * ${ }^{\text {B }}$

RATE SCHEDULE

| Rate Classification | Effective 7:00am <br> April 15, 2006 | Effective 7:00am <br> April 15, 2007 | Effective 7:00am <br> April 15, 2008 |
| :---: | :---: | :---: | :---: |
| IS | 12.75 | 13.07 | 13.40 |
| 1 A | 16.88 | 17.30 | 17.73 |
| 1 F | 17.51 | 17.95 | 18.40 |
| 1 | 22.79 | 23.36 | 23.94 |
| 2 | 23.17 | 23.75 | 24.34 |
| 3 | 23.65 | 24.24 | 24.85 |
| 4 | 24.36 | 24.97 | 25.59 |
| 5 | 24.92 | 25.54 | 26.18 |
| 6 | 25.55 | 26.19 | 26.84 |
| 7 | 26.23 | 26.89 | 27.56 |
| 8 | 26.85 | 27.52 | 28.21 |
| 9 | 27.51 | 28.20 | 28.91 |
| 10 | 28.14 | 28.84 | 29.56 |
| 11 | 28.44 | 29.15 | 29.88 |

## IS - STUDENT <br> IA - FUTURE PROBATIONARY EMPLOYEES <br> IF • FUTURE EMPLOYEES

Rate IS, 1\& and IF Employees will receive that rate while doing rate 1 work. When such employees are working on jobs of rate 2 or higher, they will receive the rate of the job. Probationary and StudentEmployees will receive Rate 1 A when assignedpainting duties.

After completionof one year at rate IF Future Employees will progress to rate 1.

It is agreed that rate IS, $1 A$ and 1F Employees will not be used from the General Plant Schedule if any Regular Employee is not receiving 40 hours work each week.

## SECTION 1

## DRY STARCH DIVISION

JOB TITLE KATE
Dextrine Operator ..... 9
Reinevelds \& Bldg. 39 Operator ..... 9
Cationic Operator ..... 9
Bulk Loader and Packer ..... B
General Labour ..... 1

## SECTION 2

## REFINERY DIVISION

JOB TITLE
RATE
Process Operator ..... 9
Finished Product operator ..... 9
Glucose Solids Operator ..... 9
Glucose Solids Packer ..... 7
General Labour ..... 1
SECTION 3
WET STARCH DIVISION
JOB TITLERATE
Feed House \& Merco Operator ..... 9
Wet Milling operator ..... 9
Gemm Process Operator ..... 9
Bldg. \#17 Operator ..... 9
Oil Refinery operator ..... 9
Bldg. 443 Operator \& Loader ..... 7
operator Corn Elevators ..... 6
Feed, Merco \& Mill House General Helper ..... 5*
Germ Dryer Cleaner ..... 2
General Labour ..... 1
'Change to Rate 6 effective April 15, 2007

## SECTION 4

## STORES, SHIPPING AND TRANSPORTATION DIVISION

## JOB TITLE

Warehouseman
Brakeman
Locomotive Engineer
Receiver\& Supplier• Stores
General Labour

## RATE

88881
## SECTION 5

## MECHANICALDIVISION

## JOB TITLE

RATE
Primary SafetyCberver ..... 10
Electrician Mechanic Grade 3 ..... 9
MillwrightMechanic Grade 3 ..... 9
MachinistMechanic Grade 3 ..... 9
Instrument Mechanic Grade 3 ..... 9
Pipe Fitter Mechanic Grade 3 ..... 9
Tinsmith Mechanic Grade 3 ..... 9
Utility Mechanic Grade 4 ..... 9
Electrician Mechanic Grade 2 ..... 8
Millwright Mechanic Grade $\mathbf{2}$ ..... 8
Machinist Mechanic Grade 2 ..... 8
Instrument Mechanic Grade 2 ..... 8
Pipe Fitter Mechanic Grade 2 ..... 8
Tinsmith Mechanic Grade 2 ..... 8
Ufility Mechanic Grade 3 ..... 8
Electrician Mechanic. Grade I ..... 7
Millwright Mechanic Grade 1 ..... 7
MachinistMechanic Grade I ..... 7
Instrument Mechanic Grade 1 ..... 7
Pipe Fitter Mechanic Grade I ..... 7
Tinsmith Mechanic Grade 1 ..... 7
Utility Mechanic Grade 2 ..... 7
Electrician Mechanic ..... 6
Millwright Mechanic ..... 6
Machinist Mechanic ..... 6
Instrument Mechanic ..... 6
Pipe Fitter Mechanic ..... 6
Tinsmith Mechanic ..... 6
Painter Mechanic ..... 5
Tractor Driver ..... 7
Yard Hand ..... 5
General Labour ..... 1
APPRENTICE RATES
RATE
Enter Apprentice Program ..... 7
After Successful Completion of 1/2 Program Requirements ..... 8
After Successful Completion of Full Program Requirements ..... 9
SECTION6
POWER HOUSE DIVISION
JOB TITLEWaste Treatment Operator9
General Labour ..... 1
SECTION 7
LABORATORY DIVISION
JOB TITLE
RATE
Laboratory Operator Grade 2 ..... 9
General Labour ..... 1

## SCHEDULEC

Jobs on Monday to Friday work week

# Section 4 - STORES, SHIPPINGAND <br> TRANSPORTATION DIVISION 

Receiver \& Supplier• Stores
Section 5 - MECHANICAL DNISION
All jobs except the following Utility Mechanic Grade 2
Utility Mechanic Grade 3
Utility Mechanic Grade 4
Corn Unloading
General Labour • Mechanical Division
Getteral Labour. Yard
Marine Leg Operation - Com Unloading - When corn unloading is lo be performed or has been performed in a work week, Yard Hands will be scheduled 7:00 a.m. io 3:00 p.m. in accordancewith Article 6( C ), when available. When corn unloading is being performed, Yard Hands will be scheduledin accordance with Article 6( C). When com unloading is not scheduled to be done in a workweek, Yard Hands will be scheduled from ScheduleC, 7:00 a.m. to 3:30 p.m.

General - No Labour Assignments(i.e. Article 11(C) General Plant Schedule) are restricted to the Monday to Friday work week.

# MEMORANDUMOF UNDERSTANDING 

## Re: Meal Allowance, Work Clothing \& Safety Shoes

This is to confirm that the Company will provide each regular employeea tmeal and clothing allowance of $\$ 100$ no later than April 15 th each contract year. The Company will pay $\$ 225$ during the first contract year, $\$ 225.00$ during the second contract year, and $\$ 225$ during the $3^{\prime \prime}$ contract year towards the purchase of safety shoes or boots for each regular employee. Employeeswho are absent due to sickness or other reasons, are not eligible for meal and clothing allowance or subsidyon safety shoes until they return to work.

# MEMORANDUMOF UNDERSTANDING 

RE: CALCULATIONOF A.M.E.FOR

## PERSONS RETIRING WHILE ON

LONG TERM DISABILITY
Calculation of A.M.E. for persons retiring while on Long Term Disability will be based on the last 3 years ( 36 months) of active employment. In selecting these 3 years the individual concerned must have worked 1040 hours in each year. These 3 years ( 36 months) actual earnings will be compared to the Nomal Hourly Rate the employeeheld during each of these years of service multiplied by 2080 hours and the greater amount used.

In the above cases, the pension formula in effect on the day prior to retirement will be used to calculate the pension.

## RE: MECHANICALDIVISION

1) If more permanentemployees are required in another shop the Company will discuss the possibilities of a permanent transfer with the Union before positions for new apprentices or employees are posted in the shop requiring the additionalemployees.
2) if it is found necessary to reduce the work force in any of the mechanical shops the Company will meet with the Union in an attetnpt to reach a satisfactorymethod of displacing employees. It is recognized that if skill and ability to perform the work are equal then seniority will govern.
3) if a yard hand performing duties of a mechanical helper has been working on ajob for all or most of the day and there is overtime involved on this job, the most senior yard hand will be afforded the fist opportunity and so forth by seniorityto stay on overtime, provided no regular member of the shop concerned wishes to avail himself of the overtime.

The above only applies to a yard hand working with a regular member of the shop concerned.
4) For callbacks, Utility Mechanics will be used only atter the regular employees of the shop concerned.

The sequence would be:

1) Regular employees of shop concerned by seniority.(Apprentices are consideredto be Regular employees of the shop concerned.)
2) Regular or replacement Utility Mechanic on the job.
3) Regular Utility Mechanic on his assigned day off.
4) Regular Utility Mechanic in order of seniority.
5) Replacement Utility Mechanic in order of priority.

The Supervisor may, at his discretion, use any of the above in an effort to minimize the amount of overtime or avoid the need for any operator to work in excess of 16 hours continuously.

# MORANDUM OF UNDERSTANDING <br> RE: APPRENTICE TRAINING PROGRAM 

In administering the Apprentice Training Program, the following principles will be followed:

The en e zqu efor ndustria er a ii illwright, i Mechanic (Millwright) and Construction/Maintenance Electrician under the vial spp i $\mathbf{p}$ gi is 8000 hours. The service requirement for ntation Mechanic is 8000 hours Should the Instrumentation Mechanic become a provincially regulated trade, the service requirement will be as provided for $y$ the icial i Program.

A hours 1 as: : in ling eizellbil as hours worked towards the service requirement. A $t$ it hours towards the service requirement, the above apprentices will proceed to Rate 8 as provided for in Section 5 of Schedule B. After attainment F8000 hours towards the service requirement and the successful completion of all relevant testing the apprentice will progress to Mechanic Grade 3 - Rate 9 (Rate 9 will be effective on the date that the testing is successfully
 2080 h as a 131

For purposes of collective agreement administrationthe following job titles apply:
MachinistMechanic
MillwrightMechanic
Electrician Mechanic
I. Education Requirements - General requirements are 3 years High School approximately. Employees with less than 3 years High School are considered for apprenticeship, if their abilities and experience indicate they would be successful in training.
2. Tests - When it is considered advisable to give apprentices written tests to show their progress, the apprentices will be advised of the test, and nahure, at least three days before it is given.
3. Apprentice on Job Training • Each apprentice will be given experience with various mechanics and will not remain with one mechanic for long periods.
4. Apprentice Working Rights • Regular employees of the Mechanical Dept. will get preference for overtime, call back, and work on premium days. However, if an apprentice has been working on e job for all or most of the day and there is overtime involved on this job, the apprentice will stay on overtime to complete the job.
5. Night School Courses • The Companywill pay tuition fees for apprentices attending approved courses, with e minimum attendance requirement at the sessions.

# MEMORANDUMOF AGREEMENT 

## RE: YARD EMPLOYEES

It is agreed that the job of Yard Hand includes the following:

1. Continuation of existing Yard Hand duties.
2. Working as mechanical helpers in the Mechanical Division 7:00-3:30, Monday to Friday.
3. Operation of the bucket tractor.
4. Marine leg operation - Com unloading
5. Trackrepairs

Student employeeswill receive Rate $1 \$$ when assigned to the Mechanical Division except when working on corn unloading when they will receive the rate of the job.

There will be no "Replacement" Yard Hands.
it is agreed that ©rn unloading duties are transferted to the Operator Corn Elevators when corn is delivered and unloaded by a self unloading boat. When a replacement is needed i.e. where only one Operator Com Elevators is available, the Yard Hands will be used as replacements in seniority order.

Marine Leg Operation will be offered to Yard employees in order of seniority.

Snow Removal of sidewalks and walkways
As a variation of Article 6(A), Yard Hands may be scheduled 6:00 a.m. to $2: 30$ p.m., Monday to Fridays from December 1 to March 3I. in the event this provision is used, Yard Hands will be scheduled as a group to work these hours. When scheduled to work these hours, such hours shall be considered as normal hours of work and employee will be paid at straighttime.
if snow removal of sidewalks and walkways is deemed necessaryoutside of these hours, the opportunity to perform this work will be afforded to the Yard Hands on a call back basis.

Article $7(\mathrm{H})$ applies if Yard Hands are required to perform work during the 30 minute meal break.
in instances where there is ondy one Receiver \& Supplier Stores available, it is agreed that a Yard Hand may be used as a replacement for the job title Receiver \& Supplier.

## MEMORANDUMOF AGREEMENT

"PRIMARYSAFETY OBSERVER

1. There will be one Regular Primary Safety Observer.

The Regular Primary Safety Observer will be the Co-Chair of the Joint Health and Safety Committee and the certified member representing workers on the Committee.
2. ReplacementSafety Observers will be maintained for use when Regular Primary Safety Observer is alreadybeing used or is unayailable.

The title "PrimarySafery Observer" [Replacement] will appear on each of these individual's Form 8's.

Extra Replacement Primary Safety Observers will be posted at the discretion of the Company.

Replacementswill be paid Rate 10 only when performing the duties of PrimarySafety Observer for Confined Space Entry procedures. Confined Space entry work will be assigned to a replacement on a seniority/availability basis.

An employee'sentitlementto hold regular and replacementjobs will not be affected by bis selection as a Replacement Primary Safety Observer.

ReplacementPrimary Safety Observers will be selected from within the MechanicalDivision.

ReplacementPrimary Safety Observers who move to anotherjab in another division forfeit their entitlement to hold the job title "Primary Safety Observer" (Replacement).
3. When overtime is required, the man on the job will be entitled to the overtime. If he declines it will be offered first to the regular and then to the others on a senioritybasis.

When a call-back or weekend work is required it will be offered first to the regular and then to the others on a seniority basis.
4. Postings for Primary Safety Observer positions will contain the following restrictions:

1) Applicantsmust be in good physical condition
2) Applicantsmust be able to demonsbate competence in the Company's Confined Space procedure and associated testing procedures.
3) Applicants must be able to demonstrate competencein the use of self contained breathing apparatus.
4) Applicantsmust pass a St. John Ambulance first aid training course.
5) Applicantsmust successfully completeall courses and programs required for certification under the OccupationalHealth and SafetyAct.

## TWELVE (12) HOUR SHIFT SCHEDULE FOR CONTINUOUS OPERATIONS

A Twelve (12) Hour Schedule involving the Job Titles of "Process Operator" and "Finished Product Operator" in the Refinery Division will be implementedwithin one (1) month of ratification.
in order to provide for a smooth transition into a Twelve(12) Hour Shift Schedule, an agreed on Twelve (12) Hour Skift Procedure will be implemented subject to review at monthly Management Meetings, or renegotiation in the next Collective Agreement.

## TWELVE (12) HOUR SHIFT PROCEDURE

PURPOSE: The following procedure outlines the basic 12-HourShift Schedule involving the Job Titles "Process Operator" and "Finished Product Operator" in the Refinery.

Article 6(D) does not apply, there is no Replacement Operator for job titles referenced in this memorandum.

SCHEDULE The following is tabled as a schedule for employees working a straight Twelve (12) Hour Schedule:

BASIC TWELVE (12) HOUR SCHEDULE

|  |  | Mon | Tue | Ned |  | F |  | Base | O.T |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Wk |  |  |  |  |  |  |  |  |  |
| 1 | D | A | A | N | N | A | A | 24 | 12 |
| 2 | A | D | D | A | A | N | N | 36 | 12 |
| 3 | N | A | A | D | D | A | A | 24 | 12 |
| 4 | A | N | N | A | A | D | D | $\frac{36}{120}$ | $\frac{12}{48}$ |
| 12 Hr |  |  |  |  |  |  |  |  |  |

* For employeesworking this schedule the Plant Day will be from 0700 to 0700

Day Shift:7:00 am to 7:00 p.m.
Night Shift:7:00 p.m, to 7:00 a.m.

## SHIFT BONUS

The shift bonus will be $5 \%$ of Rate 6 per hour for hours worked between 3:00 p.m. and 7:00 am. Effective April 15, 2008, the shitt bonus is $5 \%$ of Rate 7 per hour for hours worked between 3:00pm and 7:00am.

## WORK GROUPS

The existing four Work Groups will rotate through a 28 day cycle.

> Week \# I - 36 Hour Nod Work Week Week \# 2-48 Hour Normal Work Week Week \# 3-36 Hour $\circ$ o Work Week Week \# 4-48 Hour Normal Work Week

The average work week is $\mathbf{4 2}$ hours.

## OVERTIME

Overtime will be paid at a rate in accordance with the Collective Agreernent for hours worked in excess of the normal scheduled hours of work.
E.G. 1) A.fer 12 hours continuous work
2) Week Hil $_{1}$ \& \#3: Overtime after 36 Hours
3) Week \#2 \& \#4: Overtime after 48 Hours
4) Overtime on Saturday,Sunday and recognizedHolidays
5) Callbacks as per Collective Agreement

## HOLIDAYS

Holiday allowance will continue to be eight (8) hours pay at Regular Hourly Rate for each of the eight (8) Recognized Holidays and each of the four (4) Floating Holidays.

## VACATIONS

Vacations will be for a calendar week only. Employees will receive pay in accordance with Article 10 of the Collective Agreement.

Unless special permission has beengiven by the Company, employees shall be scheduled for calendar week vacation. A calendar week vacation is a 40 hour week, Sunday to Saturday inclusive.

If it is acceptable to the Supervisor, $\mathbf{8 0}$ hours of an employees vacation, consisting of $\mathbf{6}$ days of $\mathbf{1 2}$ hours and $\mathbf{1}$ day of $\mathbf{8}$ hours may be taken one, two or three days at a time and two days only may be taken on Saturdays.

Alternativelyif an employeerequests to split one week of the above 80 hours it may consist of 3 days of I2 hours + one 4 hours segment and 1 day only may be taken on a Saturday.

## VACATION RELIEF

Temporary Vacation Relief employees will be posted and awarded to Students at Rate 5. They will be trained and scheduled in the Lab Duty and will only be used when more than one operator is on vacation/training in any work group. Othervise they will be scheduled on an eight (8) hour shift in the Refinery at Rate IS as general labour.

## 1) CHANGES IN HOURS OF WORK

A) If employee is required due to vacation. sickness, training, etc., he will be scheduled in on his assigned day off in order of seniority as long as it does not conflict with his regular scheduled shiff. (i.e. Did not work the preceding shift, not scheduled to work the following shift). Operators who are on their assigned day off have no designated shift.
B) If employeeis required due to special circumstances, (i,e. Sickness with shod notice given or absence with no notice.) man on duty would be obligated to stay until other operators have been contacted in order of seniority. It is to be understood that this overtime coverage will be a responsibilityof all 12 hour shift employees.
C) For training purposes employeeswill be scheduled on eight (8) hour shifts or a combination of eight (E) and twelve (12) hour shitts. It would be the practice to make the change, if it is possible, without the employee working a lesser number of hours then he would have, had there been no change.

## EXAMPLE: EXTRA TRAINING

Sun Mon Tue Wed Thu Fri Sat Base O.T.

| Wk. 1 | D | A | T | T | T | A | A | 24 Hr. | 12 Hr. |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Wk. 4 | A | T | T | T | A | D | D | 36 Hr. | 12 Hr. |

D $=12$ Hour Day Shift $\quad$ A= Assigned Day Off
$\mathrm{N}=12$ Hour Night Shitt
$T=8$ Hour Training Day Shift (7:00 am • 3:00 p.m.)

EXAMPLE: Short Duration Training (Maximum 4 Hours)

Complete operating crew would be scheduled in on assigned day off for an eight (8)hour shift.

For a four (4) hour training session: Crew brought in on assigned day off would attend for training and would then go "Relieve" operating crew for four hours so they could attend training. At conclusion of four hours of training, operating crew would retum to complete their scheduled 12 hour shift.

2) Scheduled Hom worked on assigned day off will be included in the work week and paid at straighttime.

An employee who is selected for ajob will be given up to a five day training period • consisting of five (5) eight (8) hour shitts • to determine if he wishes to continue his training.

The following schedule is tabled as a training schedule for trainee operators and may be used in combination with the basic twelve (12) hour schedule until the operator is trained.

TRANNNG SCHEDULE
Sun Mon Tue Wed Thu Fri Sat Base O.T.
Wk. 1 D A $\quad$ T $\quad$ T $\quad$ T $\quad$ A $\quad$ A $24 \mathrm{Hr} . \quad 12 \mathrm{Hr}$.

Wk. 2 A T T T A N N 36 Hr .12 Hr.
Wk. 3 N A T T T A A 24 Hr .12 Hr .
Wk. 4 A $\mathrm{T} \quad \mathrm{T} \quad \mathrm{T} \quad$ A $\quad \mathrm{D} \quad \mathrm{D} 36 \mathrm{Hr} .12 \mathrm{Hr}$.
D= 12 Har Day Srift $\quad N=12$ Hour Night Shit
T=8 Hour Training Day Shift (7:00 am - 3:00 p.m.)
A= Assigned Day $\mathbf{O} \boldsymbol{f}$

Regular employeeswho bave five years plant seniority, or more, will be guaranteed the opportunity of working the number of days equivalent to the grind week up to a maximum of the normal scheduled hours.

## OR

Normal scheduled hours less 8 hours during a week in which an employee is paid for, but does not work, eight (8) hours on a recognized holiday.

## OR

Normal scheduled hours le s sixteen(16) hours during a week in which an employeeis paid for, but does not work, eight (8) hours for each of two (2) recognizedholidays.

Regular employeeswho have less than five (5) years senioritywill be guaranteedthe opportunity of working a minimum of one hundred(100) twelve (12) hour shifts.

Sick Pay as provided under Article 17 (E) (4) will be calculated subject to the following waiting period determination where applicable.

Benefits will begin the earliest of:

1. The fourth consecutive day of illness and will be subject to a deduction of $\$ 100,00$ for each day of the waiting period.

## OR

2. The day following completion of 24 hours of continuous absence from scheduled work and will be subject to a deduction of $\$ 150.00$ from the benefit for each day of the waiting pertiod.

Both parties acknowledge the above Memorandumis a deviation from the Collective Agreement.

The parties agree to implementa I2 hour shift schedule for the followingjob titles using a 12 hour shift schedule similar to the 12 hour shift schedule in place in the Refinery Division. Either party may discontinue the 12 hour shift schedule by providing 30 days written notice

Dry Starch Division:
Bulk Loader and Packer
Refinery Division
Glucose Solids Packer

## MEMORANDUM OE UNDERSTANDING

## CationicOperator

Operate Cationic process.
7 Day-3 Shift Operation
Rate 9
Add Job Title to Section 1 in Schedule B

## Bulk Loader and Packer

Duties to include all bulk filling/loading/shipping on a two shift basis.
Shippingduties to include SAP. (Bulk includes all bulk cartier yehicles.)
Duties to include all semi-bulkCationic filling in Building 47 including SAP on a 2 -shift basis.
Drutiss to include semi bulk starch filling and ranster into Warehouse 64 on a
2-shift basis 7 dey a week.
(Note: semi-bulk filling at each station would be one person operation.
Some automation at the existing semi-bulk filler will be completed to facilitate one person filling).
Duties includehelper duties for Reinevelds.
Loading of semi-bulk starchmay be done on 11-7 shift if there are space limitationsin Warehouse 64 or Building 47.
Dumping of returned/rejected bagged products
Blend Pack Specialties
Staffed on a 7 day basis
Rate 8
Add Job Title to Section 1 in ScheduleB and delete Balk Loader and
General Helper

Warehouseman
Loading and Shipping of bagged starch products including SAP
Loading and Shipping of semi-bulk starch and Cationic from Warehouse 64, Building 36 and Building 47 including SAP. (One Warehouseman operation)

Memorandum Dated January 23, 1997
For the Company
For the Union

# Memorandum re: Notification for Mechanical Weekend Work 

December 13, 2000
Todd Deschamps
Vice President
Local 483 RW/CAW
Cardinal, Ontario
Dehivered by Hand
Dear Todd,
Further to our meeting of November 17, 2000 the Company intends to implement the following procedure for assigning planned weekend work to Mechanical Division employeeseffective Friday, December $15,2000$.
This procedure applies in situations where employees are absent on a Friday.
in all cases the foreman will call the employee'sprinciple residence.

1. Employees • With Answering Machine.

Foreman will call the employee's phone number and leave a message that there is planned work and the expected duration of the work.

If the employeewishes to avail himself of the opportunity be must phone back to the foreman prior to $2: 00 \mathrm{pm}$ on Friday and either speak to the foreman personally or leave a message on the shop extension that he will be in at the establishedstarting time.
2. Employees - No Answering Machine

Foreman will call the employee's phone number prior to $2: 00 \mathrm{pm}$ on Friday to notify him of the availabilityof planned work.

The above would also apply on a Thursday where a recognized holiday falls on a Friday.
Employees on vacation for a calendar week are ineligible for planned work for the weekend days of the calendar week.

Yours truly,
Ken Shaw
Manager Support Services
Cc. Kevin Patrick

Frank Hitsman
John Playford
Paul Choquette

## Memorandum re: Resolution of Same Senlority Dates

Employees who are currently listed in the collective agreement will have seniority in the order in which they are listed.

Employees hired on the same date. after May 1, 2001 will have their seniority establishedby the Company on their date of hire. The Company will furnish the Union with a list in seniority order at the end of each quarter when new employees have been hired.

Student employees will only be considered as applicants for jobs listed in ScheduleB after all other employeeshave been considered except for "Temporary Vacation Relief" as provided for in the 12 Hour Shift Schedule for Continuous Operations.
It is mutually agreed the student probationary period will be May $1^{\text {d }}$ to Labour Day inclusive and students employed during the probationary period shall not acquire seniority.

## Memorandum of UnderstandingRe: Receiver \& Supplier-Stores

The Company agrees to maintain three Regular Operators in the Job Title "Receiver and Supplier - Stores" for the duration of this agreement.

The three Regular Operators will be responsiblefor coverage during any temporary absence due to sickness, vacation, or other similar cause. Article6(D) does not apply-there is no replacement operator. Thejob duties are expanded to include all chemicalunloading.

Both parties acknowledgethe above memorandum is a variation fram the collective agreement.

## Mechanical Division Memorandum

1. The Company will provide the Union each week with a list of contractors who were in the plant the previous week.
2. The Company will attempt to select repair work to be undertakenby regular members of the MechanicalDivision after hours and on weekends.
3. Tinsmith duties will be assigned to the Millwright Shop when available and practical.
4. All work associated with the repair and maintenanceof pneumatic conveying lines will be transferred to the Millwright Shop.
5. Two millwright shop employees have been trained in insulation. Wheneverpossible they will be given the opportunity for minor repair jobs.
6. Whenever painting duties are to be performed by our own employees, whetherafter regular hours or on weekends, this work will be offered to the regular employees of the MechanicalDivisionby Seniority.

It is not the Company's intentionto have contractors working on weekends. However situations can arise which necessitate the presence of contractors on weekends. When this occurs, and if possible, the Company will inform the Union beforehand.

## Memorandum-CallbackProcedure

## Mechanical Division

Employeeswill be called from the shop concerned in seniorityorder in accordance with Article 6(A) paragraph 5 and Article 7(E)(1).

If additional employeesare required to help with the job, the list from the shop concerned will be exhausted before returning to the top of the senioritylist for that shop and calling the employees a second time.

When the list of availableemployees in the shop concerned has been exhausted, employees in the subsequent shop will be called in seniority order providing they have sufficientability to perform the work.

Mechanical-Electrical-Yard-TractoDriver-SafetyObserver Electrical-Mechanical-Yard-Tractor Driver-SafetyObserver Yard-MechanicalDivision in seniority order

Prior to leaving the plant, mechanics will make a reasonable attempt to notify the supervisor concerned that they have completed the job.

Callbacks -Mechanic in the plant for planned work
If a breakdown oceurs while mechanics are in the plant carrying out planned work, employees frem the shop concerned will be called as per the above procedure.

Once the list of Mechanics from the shop concerned has been exhausted the employeescarrying out the planned work will be directed to work on the breakdown.

Callbacks - Mechanic already in the plant on another callback
The employee will be contacted and advised that hetthey may be required for another breakdown.

Once the list of mechanics from the shop concerned has been exhausted, the employeeson the initial callback will be directed to work on the subsequent breakdown as a continuation of the same callback.

The Make-upshift provision will be applied when an employee is unable to complete his scheduledshitt as a result of number of consecutive hours worked and being subsequently seat home by his supervisor.

Employee will be scheduled to work the hours lost, beyond his normal scheduled hours.
His schedule will be posted as pari of the normal weekly schedule on Thursday for the following week with the understanding that the work will be scheduled on a day that otherwise would be an assigned day off.

Hours worked will be excluded from the calculation of the workweek for the purposes of calculatingovertime, (in the event, the work is scheduled for the weekend then the hours worked would be paid on the basis of the weekend overtime premium of time and one half).

The scheduling of work will be done as soon as reasonably practicable. If the employeedeclines the scheduled work or fails to report for work on the scheduled day, thenhe forgoeshis rights under this memorandum.

Make-upshifts will not interfere with normal scheduling and call-in procedures.
It is agreed that the Union would not process any grievance on behalf of any employeeonce the make-up shift provision has been administered as described above.

## SENIORITYLIST

| CLOCR | SUR | CHRISTUAN | SENIOR | ITY |
| :---: | :---: | :---: | :---: | :---: |
| NO. | NAME | NAME | DATE |  |
| 561 |  |  | OCT. 28, | 1958 |
| 281 |  |  | MAR.19, | , 1963 |
| 584 |  |  | JUNE 19, | , 1963 |
| 739 |  |  | AUG. 10, | 1963 |
| 220 |  |  | JAN. 24, | 1964 |
| 732 |  |  | JAN. 28, | 1964 |
| 702 |  |  | NOV.3, | 1965 |
| 48 |  |  | MAR. 17, | , 1966 |
| 253 |  |  | SEPT. 9, | 1966 |
| 336 |  |  | FEB. 4, | 1967 |
| 109 |  |  | SEPT. 10. | 1969 |
| 159 |  |  | OCT. 14, | 1970 |
| 170 |  |  | SEPT. 27, | , 1971 |
| 150 |  |  | SEPT. 3 , | 1974 |
| 740 |  |  | NOV. 8, | 1974 |
| 542 |  |  | JLY 16, | 1975 |
| 596 |  |  | AUG. 11, | 1975 |
| 765 |  |  | OCT. 14, | 1975 |
| 707 |  |  | JAN. 5 , | 1976 |
| 742 |  |  | JAN. 8 , | 1976 |
| 663 |  |  | JAN. 22, | 1976 |
| 26 |  |  | JAN. 23, | 1976 |
| 708 |  |  | MAR 30, | 1976 |
| 128 |  |  | JUNE 7, | 1976 |
| 763 |  |  | SEPT.9, | 1977 |
| 701 |  |  | JJLY 27, | , 1978 |
| 716 |  |  | AUG. 25, | 1978 |
| 624 |  |  | SEPT. 7, | 1978 |
| 811 |  |  | OCT. 16, | 1978 |
| 801 |  |  | OCT. 16, | 1978 |
| 797 |  |  | FEB, 7 , | 1979 |
| 818 |  |  | JNE 25, | , 1979 |
| 827 |  |  | JULY 20, | 1979 |
| 615 |  |  | AUG. 15, | 1979 |
| 846 |  |  | SEPT. 4, | 1979 |
| 847 |  |  | SEPT. 6, | 1979 |
| 849 |  |  | SEPT. 6, | 1979 |
| 848 |  |  | SEPT. 6, | 1979 |
| 855 |  |  | DEC. S, | 1979 |
| 718 |  |  | MAY S | 1980 |
| 682 |  |  | MAI' 5 , | 1980 |
| 611 |  |  | SEPT, IS, | , 1980 |
| 892 |  |  | SEPT. 15, | , 1980 |


| CLOCK | SUR | CHRISTIAN | SENIORIT |  |
| :---: | :---: | :---: | :---: | :---: |
| NO. | NAME | NAME | DATE |  |
| 731 |  |  | JAN. 8 , | 1981 |
| 830 |  |  | PEB. 9, | 1981 |
| 833 |  |  | MAY 4 , | 1981 |
| 887 |  |  | MAI' 14, | 198! |
| 872 |  |  | MAY ${ }^{10}$ | 1982 |
| 849 |  |  | MAY' 26, | 1982 |
| 814 |  |  | JUNE 29, | 1987 |
| 579 |  |  | JULY 13, | 1987 |
| 521 |  |  | SEPT. 14, | 1987 |
| 647 |  |  | SEPT. 21 | 1988 |
| 662 |  |  | JAN. 13, | 1989 |
| 674 |  |  | JAN. 16, | 1989 |
| 425 |  |  | FEB. 12, | 1990 |
| 426 |  |  | FEB. 12, | 1990 |
| 427 |  |  | FEB. 12, | 1990 |
| 428 |  |  | FEB. 12, | 1990 |
| 430 |  |  | MAY 6, | 1991 |
| 436 |  |  | AUG. 12, | 1991 |
| 437 |  |  | AUG. 12, | 1991 |
| 438 |  |  | AUG. 12, | 1991 |
| 440 |  |  | AUG. 12, | 1991 |
| 444 |  |  | JUY 14, | 1992 |
| 441 |  |  | JULY 20, | 1992 |
| 442 |  |  | JULY 20 , | 1992 |
| 446 |  |  | JULY 27, | 1992 |
| 302 |  |  | FEB. 22, | 1993 |
| 301 |  |  | FEB. 22, | 1993 |
| 303 |  |  | MARCH 8 | 1993 |
| 304 |  |  | MARCH 1 | 6,1993 |
| 306 |  |  | MARCH ${ }^{16}$ | 6,1993 |
| 305 |  |  | APRIL 23, | 1993 |
| 710 |  |  | OCT. 18, | 1993 |
| 712 |  |  | OCT. 18, | 1993 |
| 711 |  |  | OCT. 18, | 1993 |
| 715 |  |  | NOV. 1s, | 1993 |
| 720 |  |  | JAN. 3 , | 1994 |
| 410 |  |  | JAN, 3, | 1996 |
| 411 |  |  | JAN. 4, | 1996 |
| 412 |  |  | JAN. 10, | 1996 |
| 413 |  |  | JAN. 11, | 1996 |
| 414 |  |  | JAN. 17, | 1996 |
| 510 |  |  | OCT. 7 , | 1996 |
| 511 |  |  | OCT. 22, | 1996 |
| 516 |  |  | NOV. 18, | 1996 |
| 517 |  |  | JAN. 6, | 1997 |
| 918 |  |  | JAN. 6 , | 1997 |
| 519 |  |  | JAN. 6 , | 1997 |


| CLOCK | SUR | CHRISTLAN | SENIORITY |  |
| :---: | :---: | :---: | :---: | :---: |
| NO. | NAME | NAME | DATE |  |
| 520 |  |  | FEB. 10 , | 1997 |
| 522 |  |  | FEB. 24, | 1997 |
| 524 |  |  | APRIL 15, | 1997 |
| 526 |  |  | APRIL 1S, | 1997 |
| 528 |  |  | MAY' 12, | 1997 |
| 532 |  |  | SEPT. 15, | 1997 |
| 533 |  |  | SEPT. 15, | 1997 |
| 534 |  |  | SEPT. 22, | 1997 |
| 230 |  |  | AUG. 18, | 1998 |
| 231 |  |  | AUG. 19, | 1998 |
| 232 |  |  | AUG. 24, | 1998 |
| 234 |  |  | JAN. 4, | 1999 |
| 235 |  |  | FEB. 26 , | 1999 |
| 236 |  |  | MARCH 2 , | 1999 |
| 238 |  |  | MARCH 15, | , 1999 |
| 239 |  |  | MARCH 16, | , 1999 |
| 240 |  |  | APRIL 8 , | 1999 |
| 241 |  |  | APRIL 12, | 1999 |
| 242 |  |  | JNE 28, | 1999 |
| 243 |  |  | OCT. 25. | 1999 |
| 245 |  |  | IAN. 10, | 2000 |
| 246 |  |  | MARCH 2 , | 2000 |
| 247 |  |  | MARCH 6, | 2000 |
| 248 |  |  | MARCH13, | , 2000 |
| 101 |  |  | MARCH 27, | , 2000 |
| 102 |  |  | APRIL 3, | 2000 |
| 103 |  |  | JULY 31, | 2000 |
| 104 |  |  | OCT. 10, | 2000 |
| 105 |  |  | OCT. 11, | 2000 |
| 106 |  |  | NOV. 13, | 2000 |
| 107 |  |  | JAN. 4 | 2001 |
| 108 |  |  | JAN. 15, | 2001 |
| 110 |  |  | APRIL 9, | 2001 |
| 111 |  |  | APRILIO, | 2001 |
| 112 |  |  | APRIL 17, | 2001 |
| 113 |  |  | APRIL 18, | 2001 |
| 114 |  |  | APRIL 19, | 2001 |
| 210 |  |  | NOV. 26, | 2001 |
| 212 |  |  | NOY. 26, | 2001 |
| 213 |  |  | NOV. 26, | 2001 |
| 214 |  |  | MARCH II, | , 2002 |
| 215 |  |  | MARCH II. | . 2002 |
| 216 |  |  | MARCHII, | , 2002 |
| 217 |  |  | MAl' 21, | 2002 |
| 219 |  |  | MA' 21, | 2002 |
| 320 |  |  | NOV.4, | 2002 |
| 321 |  |  | JAN. 2, | 2003 |


| $\begin{gathered} \text { CLOCK } \\ \text { NO. } \end{gathered}$ | $\begin{aligned} & \text { SUR } \\ & \text { NAME } \end{aligned}$ | CHRISTLAN NAME | SENIORITY <br> DATE |  |
| :---: | :---: | :---: | :---: | :---: |
| 322 |  |  | JAN, 2, | 2003 |
| 416 |  |  | MAY 20 | 2003 |
| 417 |  |  | JULY 14, | 2003 |
| 418 |  |  | JUL Y 14, | 2003 |
| 419 |  |  | JULY 14, | 2003 |
| 420 |  |  | SEPT. 8, | 2003 |
| 421 |  |  | SEPT, 8 , | 2003 |
| 323 |  |  | JAN. S, | 2004 |
| 324 |  |  | FEB. 16, | 2004 |
| 325 |  |  | FEB. 16, | 2004 |
| 326 |  |  | MARCH 1 , | 2004 |
| 327 |  |  | JNE 21, | 2004 |
| 328 |  |  | JUNE 23, | 2004 |
| 329 |  |  | JUYS, | 2004 |
| 330 |  |  | AUG. 16, | 2004 |
| 422 |  |  | SEPT 7 , | 2004 |
| 423 |  |  | SEPT 7, | 2004 |
| 432 |  |  | SEPT. 27, | 2004 |
| 434 |  |  | NOV. 8, | 2004 |
| 433 |  |  | NOV. 8, | 2004 |
| 435 |  |  | NOV. 15, | 2004 |
| 535 |  |  | NOV. 22, | 2004 |
| 536 |  |  | JAN. 4, | 2005 |
| 537 |  |  | MARCH 14 | , 2005 |
| 538 |  |  | MARCH Id | , 2005 |
| 501 |  |  | OCT. 24, | 2005 |



## 2006

| January 2006 | February 2006 | 06 |
| :---: | :---: | :---: |
|  |  |  |
|  |  |  |


|  |  |  |
| :---: | :---: | :---: |
|  |  |  |
|  | November 2006 <br> SU Mo Tu We Th Ft sa <br> $\begin{array}{llllllll}12 & 19 & 14 & : 5 & 25 & 17 & 18\end{array}$ <br> $26 \quad 27 \quad 28 \quad 2930$ |  |

## 2007

| January 2007 |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Su | Mo | Tu | We | Th | Fr | $r$ | Sa |
|  | 1 | 2 | 3 | 4 | 5 |  | 6 |
|  | 8 | 9 | 10 | 11 | 12 | 2 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 9 | 20 |
| 21 | 22 | 23 | 24 |  | 26 | 6 | 27 |
| ${ }^{28}$ | 29 | 30 | 31 |  |  |  |  |


| February |  |  |  |  |  | 2007 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| su Mo | Tu | Wh | Th | Pr | sa |  |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 |  |  |  |

## March 2007

| 30 |  |  |  | Th | Fr | sa |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 2 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

## June 2007

Su Mo Tu We Th Fi Sa | 3 | 4 | 5 | 6 | 7 | 8 | 2 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | $\begin{array}{llllllll}10 & 11 & 12 & 13 & 14 & 15 & 16\end{array}$ $\begin{array}{lllllll}17 & 18 & 19 & 20 & 21 & 22 & 23\end{array}$ $\begin{array}{lllllll}24 & 25 & 26 & 27 & 28 & 29 & 30\end{array}$

| July 2007 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Su Mo | Tu | We | Th | Fr | Sa |  |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 |  |  |  |  |

August 2007
Su Mo Tu We Th $\begin{array}{ccc} & \mathrm{Fy} & \mathrm{Sa} \\ & 1 & 2 \\ 3 & 4\end{array}$ $\begin{array}{rrrrrrr}5 & 6 & 7 & 8 & 2 & 3 & 4 \\ 5 & 9 & 10 & 11\end{array}$ $\begin{array}{lllllll}12 & 13 & 14 & 15 & 16 & 17 & 18\end{array}$ $\begin{array}{lllllll}19 & 20 & 21 & 22 & 23 & 24 & 25\end{array}$ $\begin{array}{lll}26 & 27 & 28 \\ 29 & 30 & 31\end{array}$

September 2007
Su Mo To We Th Fr Sa
$\begin{array}{lllllll}2 & 3 & 4 & 5 & 6 & 7 & 8 \\ 9 & 10 & 11 & 12 & 13 & 4 & 15\end{array}$
$\begin{array}{lllllll}9 & 10 & 11 & 12 & 13 & 14 & 15\end{array}$

$\begin{array}{lllllll}16 & 17 & 18 & 19 & 20 & 21 & 22\end{array}$ | 23 | 24 | 25 | 26 | 27 | 28 |
| :--- | :--- | :--- | :--- | :--- | :--- | 30

## November 2007

Su Mo Tu We Th Fr Sa

$$
\left\lvert\, \begin{array}{lllllll}
11 & 12 & 13 & 14 & 15 & 16 & 17 \\
18 & 19 & 20 & 21 & 22 & 23 & 24
\end{array}\right.
$$ 252627282930

## December 2007

Su Mo Tu We Th Fr sa
$\begin{array}{lllllll}2 & 3 & 4 & 5 & 6 & 7 & 8 \\ 9 & 0 & & & \end{array}$
$\begin{array}{rlllllll}9 & 10 & 11 & 12 & 13 & 14 & 15 \\ 16 & 17 & 18 & 19 & 20 & 21 & 22\end{array}$ 23242526272829 3031

## 2008

| January |  |  |  |  |  | 2008 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Su Mo | Tu | Wa | Th | Fr | Sa |  |
| 6 | 7 | 1 | 2 | 3 | 4 | 5 |
| 6 | 9 | 9 | 10 | 11 | 12 |  |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 |  |  |



| March 2008 |  |  |  |  |  |  |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Su Mo Tu We Th | Fr | Sa |  |  |  |  |
| 2 | 3 | 4 | 5 | 6 | 7 | 1 |
| 9 | 10 | 11 | 12 | 13 | 24 | 25 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 |  |  |  |  |  |


| April |  |  |  |  | 2008 |  |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Su | Mo | Tu | We | Th | Fr | Sa |
|  |  | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 |  |  |  |



| June |  |  |  |  |  | 2008 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Su mo | Tu | We | Th | Fr | Sa |  |
| 2 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 |  |  |  |  |  |

July 2008
Su Mo Ty We Th Pr Sa

## Auguat 2008

Su wo Tu We Th Fr Sa Su no Tu We Th Fr Sa, $\begin{array}{rlr} & 2 \\ & & 2\end{array}$ $\begin{array}{rrrrrrrr}3 & 4 & 5 & 6 & 7 & 8 & 9 \\ 10 & 11 & 12 & 13 & 14 & 15 & 16\end{array}$ $\begin{array}{lllllll}17 & 18 & 19 & 20 & 21 & 22 & 23\end{array}$ $\begin{array}{lllllll}24 & 25 & 26 & 27 & 28 & 29 & 30\end{array}$ 31

| October 2008 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Mo 7 |  |  |  | ${ }_{3}$ |  |
|  | 6 | 7 | 8 | 9 |  |  |
| 12 | 131 | 14 | 15 | 16 | 17 | 1 |
| 19 | 20 | 21 | 22 | 23 | 24 |  |
| 26 | 27 | 28 | 29 | 30 | 3 |  |



| December |  |  |  |  | 2008 |  |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Su | Mo | Tu | We | Th | Fr | Sa |
| 7 | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 |  |  |  |

## 2009

$\left[\right.$| January |  |  |  |  |  |
| ---: | ---: | ---: | ---: | ---: | ---: |
| Su | mo | Tu | We | Th | Fr |
|  | Sa |  |  |  |  |
| 4 | 5 | 6 | 7 | 1 | 2 |
| 3 | 9 | 10 |  |  |  |
| 11 | 12 | 13 | 14 | 15 | 16 |
| 18 | 19 | 20 | 21 | 22 | 23 |
| 24 |  |  |  |  |  |
| 25 | 26 | 27 | 28 | 29 | 30 |

## Aprll 2009

Su mo Tu We Th Fr sa $\left|\begin{array}{ccccccc}5 & 6 & 7 & 0 & 9 & 10 & 11 \\ 12 & 13 & 24 & 15 & 16 & 17 & 18 \\ 19 & 20 & 21 & 22 & 23 & 24 & 25 \\ 26 & 27 & 28 & 29 & 30 & & \end{array}\right|$


July 2009

Su Mo Tu We Th Fr Sa | 5 | 6 | 7 | 1 | 2 | 3 | 4 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 9 | 10 | 11 |  |  |  | $\begin{array}{lllllll}12 & 13 & 14 & 15 & 16 & 17 & 18\end{array}$ $\begin{array}{lllllll}19 & 20 & 21 & 22 & 23 & 24 & 25\end{array}$ 262728293031



## September 2009

Su Mo Tu Wa Th Ft Sa

| 6 | 7 | 8 | 2 | 3 | 4 | 5 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |

$\begin{array}{lllllll}13 & 14 & 15 & 16 & 17 & 18 & 19\end{array}$
$\begin{array}{lllllll}20 & 21 & 22 & 23 & 24 & 25 & 26\end{array}$
27282930

| October2009 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Su | Mo | Tu | Ne | Th | Fr | se |
|  |  |  | 1 | 2 | 3 |  |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 19 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |


| November2009 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| su no Tu We Th Pr sa |  |  |  |  |  |  |
|  | 2 | 3 | 4 | 5 | 6 |  |
|  | 9 | 10 | 11 | 12 | 13 |  |
|  | 16 | 17 | 18 | 19 | 20 |  |
|  | 23 | 24 | 25 | 25 | 27 | 28 |
|  | 30 |  |  |  |  |  |

## December2009

Su no Tu We 3 in Fr sa
$\begin{array}{rrrrrrr}6 & 7 & 8 & 2 & 3 & 4 & 5 \\ 9 & 10 & 11 & 12\end{array}$
$\begin{array}{lllllll}13 & 14 & 15 & 16 & 17 & 18 & 19\end{array}$
20212223242526
$27282930 \quad 31$

