

COLLECTIVE AGREEMENT

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between

HERSHEY CANADA MC.

and

RETAIL, WHOLESALE/CANADA
CANADIAN SERVICE SECTOR DIVISION
OF THE UNITED STEELWORKERS
OF AMERICA

LOCAL 46 1 AFL-CIO

Effective Date: February 1, 1997

Expiry Date: January 31, 2000

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INDEX

ARTICLE	CURRENT #	NEW #	PAGE
Recognition	1	1	
Management Rights	2	2	
Responsibility		3	
No Strikes or Lockouts	3	4	
Union Representation/Discipline	4	5	
Grievance Procedure	5	6	
Discharge Cases	6	7	
Arbitration	7	8	
Seniority	8	9	
Lay-offs Exceeding Five(5) Working Days	8 (part)	10	
Lay-offs of Five (5) Working Days or Less	8 (part)	11	
Lay-offs of one (1) Full Shift or Less	8 (part)	12	
Recall from Lay-off	8 (part)	13	
Temporary Transfers	8 (part)	14	
Redundancy	8 (part)	15	
Line Teams and Rotation	15 (part)	16	
Holidays	9	17	
Vacations	10	18	
Hours of Work	11	19	
Overtime	12	20	
Call in Pay	13	21	
Reporting for Work Pay	14	22	
Miscellaneous Provisions	15	23	
Bulletin Boards	16	24	
Job Posting	17	25	
Bereavement Leave	18	26	
Deduction of Union Dues	19	27	
Leave of Absence	20	28	
Wages	21	29	
Health and Welfare	22	30	
Duration	23	31	

COLLECTIVE AGREEMENT
BETWEEN:

HERSHEY CANADA INC., Smiths Falls, Ontario (hereinafter referred to as "the Company")

and

RETAIL, WHOLESALE / CANADA, CANADIAN SERVICE SECTOR DIVISION OF THE UNITED STEELWORKERS OF AMERICA, LOCAL 461 AFL-CIO, (hereinafter referred to as "the Union").

ARTICLE 1 - RECOGNITION:

1.01

The Company recognizes the Union as the exclusive bargaining agent of all employees of the Company at Smiths Falls, Ontario save and except supervisors, persons above the rank of supervisor, office and sales staff, laboratory staff, students employed during school vacation period, and persons regularly employed for not more than twenty-four (24) hours per week.

1.02

Part-time employees will not be used when any full-time employees, subject to recall, are on layoff except when laid off employees are not available to do bargaining unit work.

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A. CLE 2 - MANAGEMENT RIGHTS:

2.01

Except where specifically abridged by the terms of this Agreement, the management of the Company's operations and the selection and direction of employees will continue to be vested exclusively with the Company.

2.02 Discipline and Discharge

The Company has the right to discipline or discharge employees subject to the right of an employee, who has completed his probationary period, to file a grievance alleging such discipline or discharge was without just cause.

2.03 Productivity Clause

The Union and the Company recognize that productivity improvement is essential to the well-being of the employees and the Company. Accordingly, the Union and the Employer will co-operate in efforts to maintain and improve productivity at all levels throughout the Plant, This language shall be interpreted so that it does not conflict with the other articles of agreement.

To achieve this, the management of the Smiths Falls Plant and officers of Retail, Wholesale/Canada, Canadian Service Sector Division of the United Steelworkers of America, Local 461 AFL-CIO, are committed to providing employees a workplace environment that promotes teamwork and the development of multi-disciplined work teams, co-operation, creativity, and the meaningful involvement of employees and their abilities. Creating the highest quality products by continuously improving all that we do is the primary workplace goal. It is intended that this mutual commitment to "Quality Through Excellence" will result in optimum customer satisfaction and, therefore, promote long-term security for Smiths Falls Plant operations and its employees.

The Company and the Union agree to the establishment of joint multi-functional Continuous Improvement teams consisting of members of Management and Union members with the goal of developing a significant competitive advantage.

Article 3 - RESPONSIBILITY:

3.01

The Company and the Union recognize that it is in the best interest of both parties that all dealings between them be characterized by mutual responsibility and respect. Mutual responsibility and respect means an honest regard for equality in the official relationship between the Company and Union representatives. Company representatives, especially the first-level of supervision, have the day to day responsibility to deal reasonably and in good faith with Union representatives. Company representatives have the right to expect in return, responsibility and respect from Union representatives. To insure continually improving relations between the Company and Union, it is in the interest of both parties to deal with one another at all levels in a sincere, honest, and businesslike manner.

3.02

Any and all prior agreements, understanding, practices, etc. between the Company and the Union and/or individual employees, unless specifically incorporated herein, are hereby declared null and void.

From:	To:
2.03	3.01
New	3.02

4. ARTICLE 4 - NO STRIKES OR LOCKOUTS:

4.01

The Company will not lock out employees, nor will there be any strikes on the part of the Union or the employees.

4.02

The terms "strike" and "lockout" as used above shall be defined in accordance with the definitions set out in the Ontario Labour Relations Act.

From:	To:
3.01	4.01
3.02	4.02

ARTICLE 5 - UNION REPRESENTATION/DISCIPLINE:

5.01

The Union shall have the right to appoint or otherwise select a committee of four (4) employees plus the Plant President of the Union (Chairman) to participate in the negotiation or administration of this or subsequent agreements.

5.02

In the absence of the Plant President of the Union (Chairman), a designate shall be appointed to act on the President's behalf.

5.03

The Union will appoint or otherwise select a chief steward by shift from the existing stewards on such shift who will act as backup in the absence of the regular department steward.

The steward must be present to provide union representation in the event an employee is disciplined unless the employee chooses to waive representation.

In extraordinary circumstances, the employee may choose to use the Plant President of the Union (Chairman) instead of the steward.

5.04

An employee will not be eligible to act as a steward or member of the Union Committee until after he has completed the probationary period of employment.

5.05

Copies of all discipline letters shall be provided to the Plant President of the Union (Chairman). It is understood that the Union will not move to nullify any disciplinary action if said documentation is not delivered in a timely fashion.

5.06

Employees of the Company who are members of the Union Committee, or stewards, have regular duties to perform. Such employees will not leave their work for conducting any business on behalf of the Union or employees, without receiving permission from their immediate supervisor. Such permission will not be unreasonably withheld.

5.07

The Company will reimburse five (5) members of the Committee for up to eight (8) hours straight time pay for time spent during the employee's regular working hours, Monday to Friday, for negotiating the renewal of the Collective Agreement up to the expiration date of the Collective Agreement.

5.08

In the event an employee receives disciplinary action, in writing, such written action shall be removed from the employee's record after an eighteen (18) calendar month period from the date of such reprimand, provided no other reprimand or disciplinary action is taken against said employee during such eighteen (18) month period. In the event an employee is on a leave of absence or layoff for a period of thirty (30) or more consecutive calendar days, such eighteen (18) calendar month period shall be extended by the number of calendar days such employee is on leave or layoff.

From:	To:
4.01	5.01
New	5.02
4.02	5.03
4.03	5.04
new	5.05
4.04	5.06
4.05	5.07
new	5.08

A. ARTICLE 6 - GRIEVANCE PROCEDURE:

6.01

The Company and the Union endorse the principle of an orderly grievance procedure and the prompt handling of grievances and to that end will work within the procedure. Any difference between the Company and any seniority employee or the Union shall be taken up in the manner hereinafter set forth:

6.02

Union representatives will make every effort to identify the alleged article violated and describe the dates, times, places, and people involved in the incident or occurrence being grieved, when practicable. If this information is not identified the grievance will be returned to the steward for clarification. If this still does not result in obtaining the information specified above the grievance will be forwarded to the Plant President of the Union (Chairman) for completion. Time limits associated with this article will not commence until the grievance has been resubmitted with the appropriate information.

6.03

The Company may refuse to consider any complaint, the alleged circumstances of which arose more than eight (8) working days before it was referred to the supervisor.

An exception to the above will be a complaint with respect to the employee's amount of wages in which event this period **shall** be extended to twenty-one (21) calendar days.

6.04

Should any difference arise between the Company and any seniority employee or the Union, there shall be no stoppage of work on account of such differences, but an earnest effort should be made to settle such difference in the following manner:

6.05

Any complaint raised by an employee with his supervisor which is not settled within one (1) full working day will, within a further period of two (2) working days, be referred to his supervisor as a written grievance, which will be dated and signed by the employee. During any discussion of a complaint with the supervisor, the employee's steward will be present if requested by either the employee or the supervisor.

6.06

Step #1

Within eight (8) working days following receipt of a written grievance the supervisor and/or such other persons as may be designated by the Company will meet with the employee and the steward to discuss the grievance. Within three (3) working days thereafter, supervisor or his designate will give a written reply to the grievance which shall be copied to the filing union steward.

6.07

Step #2

If the reply of the supervisor is not satisfactory to the employee concerned, the grievance may within three (3) working days following the date of the reply at Step #1 be referred to the Manager, Employee Relations. Once per month, at a predetermined date arranged between the parties, the Manager, Employee Relations and/or such other persons as may be designated by the Company, will meet with the Union Committee to discuss the grievance. A full-time representative of the Union (ie. Business Agent, etc.) will be present if his presence is requested by either the employee, the Union Committee or the Manager, Employee Relations. Within five (5) working days following this meeting the Manager, Employee Relations will give his written reply to the grievance.

6.08

As used in this Article only, the term "working days" shall mean Monday to Friday inclusive.

6.09

Any of the time allowance provided above may be extended by mutual consent of the parties involved, such extension of time to be in writing.

6.

If a grievance is to be referred to arbitration, it shall be done within fifteen (15) working days following the date of the reply at Step #2.

6.11

Failure to **comply** with time limits at Step #1 unless extended by mutual consent will automatically result in a grievance proceeding to Step #2.

From:	To:
5.01	6.01
5.02	6.02
5.03	6.03
5.04	6.04
5.05	6.05
5.06	6.06
5.07	deleted
5.08	6.07
5.09	6.08
5.10	6.09
5.11	6.10
New	6.11

ARTICLE 7 - DISCHARGE CASES:

7.01

An employee who has completed the probationary period and who is subsequently discharged by the Company, may submit a written grievance, dated and signed, to the Manager, Employee Relations, provided such grievance is submitted within three (3) working days after the discharge occurs.

7.02

Grievances relating to discharge may be settled by confirming the Company's action, or by reinstating the discharged person with full compensation or by any other arrangement which is just and equitable.

7.03

The Plant President of the Union (Chairman) shall be present when an employee is to be discharged. In the absence of the Plant President of the Union (Chairman) a designate shall be appointed to act on President's behalf. Copies of all discharge letters shall be provided to the Plant President of the Union (Chairman). **It** is understood that the Union will not move to nullify any discharge action if said documentation is not delivered in a timely fashion.

From:	To:
6.01	7.01
6.02	7.02
6.03	7.03
6.04	deleted
6.05	deleted

A ICLE 8 - ARBITRATION:

8.01

No grievance may be submitted to arbitration which has not been properly processed through the stages of the Grievance Procedure, as herein provided.

8.02

When either party requests that a grievance be submitted to arbitration, the party making the request shall do so in writing, addressed to the other party, recommending a sole arbitrator to be used. If within twenty-one (21) calendar days the parties have not agreed to an arbitrator, the party submitting the grievance to arbitration will request that the Minister of Labour of the Province of Ontario appoint an arbitrator.

8.03

Each of the parties will jointly bear the expense of the arbitrator.

8.04

The arbitrator shall not render any decision which is inconsistent with the terms of this Agreement, nor shall the arbitrator add to, alter, amend or deal with any matter not contained herein.

8.05

The arbitrator's decision will be final **and** binding on the parties to this agreement.

8.06

By mutual agreement the parties can choose alternate forms of dispute resolution in lieu of the arbitration process. The cost of such alternate dispute **resolution** will be shared equally by the parties. The decision arising from such alternative dispute resolution will be final and binding on the parties to this agreement.

From:	To:
7.01	8.01
7.02	8.02
7.03	deleted
7.04	8.03
7.05	8.04
7.06	8.05
New	8.06

ARTICLE 9 - SENIORITY:

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9.01

Any employee hired as a new employee by the Company will be on probation and will not have any seniority standing until after he has completed sixty (60) days of work. His **seniority** will then **date** back sixty (60) working days from the sixtieth (60) day worked. A **probationary employee** will have twelve (12) months from the date of hire to accumulate his sixty (60) days of work. Notwithstanding any other provision contained in the Collective Agreement, the discharge of an employee during his probationary period shall be at the sole discretion of the Company.

9.02

Unless a ticketed specialist or apprentice no probationary employee will perform bargaining unit work if there is a bargaining unit member on lay-off providing such a move is not a bump up.

9.03

In the event of an extensive lay-off due to lack of work, the Plant President of the Union (Chairman) will be retained in employment provided the said President has more than three (3) years of seniority and further, provided there is work available he is qualified to perform.

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9.04

Seniority previously accumulated will be lost and employment terminated whenever an employee:

- a) quits his employment or is discharged for just cause;
- b) is absent from work in excess of one (1) working day without an explanation satisfactory to the Company;
- c) fails to return to work when recalled from a lay-off;
- d) is laid off for a continuous period of twelve (12) months;

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9.05

- a) An up-to-date seniority list, showing the names, seniority dates, bid shifts, bid jobs will be posted on the bulletin board every three (3) months. A copy will be given to the Plant President of the Union (Chairman) upon request.
- b) Within one month of ratification of the Collective Agreement, the Company shall supply the Plant President of the Union (Chairman) with a list of all employees (including temporary employees) names, addresses and listed phone numbers, The Company will update this list as required and forward any changes to the **Plant** President of the Union (Chairman).

9.06

Where the Company terminates the work day for a portion of the work force of employee's before eight (8) hours have been worked, those employees who have the greatest seniority within the affected classifications, within the department will be allowed to leave the plant, provided there are **sufficient** qualified employees remaining to perform the work.

From:	To:
8.01	9.01
8.02 (c)	9.02
8.08	9.03
8.04	9.04
8.06	9.05
8.07	9.06

27 e, d, g,
1

ARTICLE 10 - LAY-OFFS EXCEEDING FIVE (5) WORKING DAYS

10.01

In all cases of lay-off except lay-offs pursuant to Article 11.01, Article 12.01 and Article 15.01, seniority shall be the governing factor providing the employee has the reasonable skill and ability to perform the work required. For the purposes of lay-offs under this section, a lay-off will be for a period exceeding five (5) working days. The senior employee will be assigned by the Company to displace an employee with less seniority in his classification or a lower classification subject to the following conditions:

- i) employees who bump within or into a **PIII** classification or below will be afforded up to five (5) working days of training;
- ii) employees who bump within or into a **PIV** classification or above must be fully qualified to immediately perform the work;
- iii) an employee shall retain his rate in his normal classification for a period up to two (2) months. After two (2) months, the employee will receive the rate of pay for the classification to which he is regularly **scheduled**. The employee shall return to his bid rate only when scheduled to work in his bid rate or job for four (4) days in a week;
- iv) employees who have completed the probationary period will be given a minimum of forty-eight(48) hours notice of lay-off except when it is beyond the reasonable control of the Company;
- v) if an employee in Production I or Production II, is displaced from his job and there is no vacancy within the employee's present class nor in a class below the employee's present class and a job is being performed by an employee with less seniority than the displaced employee, the Company will assign the displaced employee to a job in Production I, Production II or Production III.

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002

The following procedure will determine layoff and bumping rights:

1. The junior person in the affected position within the classification shall exercise bumping rights within the department as follows:
 - (a) the most junior person within classification on the bid shift or if there is not a most junior person then,
 - (b) the most junior person in the department in a lower classification on the bid shift, or if there is not a most junior person then,
 - (c) the most junior person on the bid shift at the Company's discretion providing such a move does not create a bump up.
2. Then if there is no junior person on the bid shift, the employee will displace the most junior person within the Plant, provided such a move does not create a bump up.
3. Employees who are positioned to displace the most junior person in the Plant (as defined in 2 above) will be placed in a job from the job options list (bump list) based on seniority, qualifications and the alternate shift preference list.

Employees will be permitted to indicate their initial alternate shift preference no later than February 12, 1997 and by April 1st and October 1st of each year thereafter. If employees do not indicate their preference, they will be assigned by Management.

A copy of these job-options (bump list) will be provided to the Plant President of the Union (Chairman) or his designate.

4. In the event an employee is positioned to be laid off from the plant and a junior employee is positioned to work in a higher classification in a job which the employee is **fully** and immediately **qualified** to perform, a bump up will be allowed subject to the following conditions:
 - (a) The senior employee positioned to be laid off from the plant will displace the most junior employee in the plant who is positioned for work in a job that the senior employee is fully and immediately qualified to perform.
5. If their seniority allows it, affected employees must exercise their right to displace a junior employee as outlined above.

6. Employees who elect to take a lay-off rather than bump into another position because they find the physical demands of the new position to be excessive, will remain on lay-off until
- (a) their regular bid position becomes available for a successive three (3) working day period or longer as a result of absence of the incumbent employee in situations where it is fully known by all responsible parties that such absence will extend for a minimum of three (3) working days; or
 - (b) after three (3) weeks on lay-off those employees will be placed on the Plant-wide bump list, and, if their seniority warrants it, will be offered the opportunity to bump into another position in the Plant.
 - (c) in keeping with the intent of Articles 10 and 11, the above noted employees must exercise their right to displace a junior employee if their seniority allows it. If, however, the employee legitimately believes after Step (b) that he, again, cannot physically do all aspects of the newly assigned position, then he will remain on lay-off and be recalled only when his regular bid position becomes available.

From:	To:
8.02 (a)	10.01

ARTICLE 11 - LAY-OFFS OF FIVE (5) WORKING DAYS OR LESS

11.01

A temporary lay-off shall be any lay-off for a period not exceeding five (5) working days or less. For purposes of such lay-offs, a seniority employee who possesses the necessary skills and is fully qualified to immediately perform the work required will be assigned by the Company to displace an employee with less seniority in his classification or a lower classification by bid shift subject to the following conditions:

i) if an employee in Production I is displaced from his job and there is no vacancy within his present classification, then he will bump

(a) the most junior Production I or Production II in the department on the bid shift,

OR if there is not a most junior person then

(b) the most junior Production I or Production II on the bid shift at the Company's discretion,

OR if there is not a most junior person then

(c) the most junior Production I or Production II plant wide.

From:	To:
8.02 (b)	11.01

ARTICLE 12 - LAY-OFFS OF ONE (1) FULL SHIFT OR LESS

12.01

The Company will not be required to observe the provision of Articles **10** and **11** for lay-offs of one (1) full shift or less. However, this section shall not be applied for a total of more than six (6) full shifts in any twelve (12) month period. In the event that the Company invokes this article the Company shall provide written notice within forty-eight (48) hours to the Plant President of the Union (Chairman) for the purposes of calculating the number of such incidences in the twelve (12) month period as described above.

From:	To:
8.03	12.01

ARTICLE 13 - RECALL FROM LAY-OFF:

13.01

In all cases of recall to work following a lay-off from the Plant except lay-offs pursuant to Articles **12, 15** and **10.01-6**, seniority shall be the governing factor providing the employee has the reasonable skill and ability to perform the work required.

For the purpose of recall under this section the senior laid-off employee will be returned to work in the following sequence:

1. Provided you have the seniority you will be recalled to your bid job.
2. If you do not have the seniority to be recalled to your bid job then you will be assigned to a position in your bid class and department on your bid shift.
3. If you do not have the seniority to be recalled to your bid class and department on your bid shift then you will be assigned to a position within your classification or lower, on your bid shift.
4. If you do not have the seniority to be recalled to your bid shift, you will be assigned to a position within your classification or lower, based on seniority, alternate shift preference and qualifications. If you do not have the seniority to be recalled to a position within your classification or lower, you will be assigned to a position in a higher classification provided you are fully and immediately qualified to perform the work.
5. If you do not have the seniority and qualifications to be recalled to a higher classification, you will remain laid off from the Plant.

Employees who are **assigned** into a **PIII** classification or below, through the above sequence, will be afforded up to five (5) working days of training;

Employees who are assigned into a **PIV** classification or above, through the above sequence, must be fully qualified to immediately perform the work.

13.02

The Company will contact employees to advise of a recall to work following lay-off. Employees not contacted will be sent a registered letter or telegram addressed to the last address recorded with the Company by the employee.

A person being recalled by registered letter shall signify his intention to **return** to work within five calendar (5) days after the notice has been sent out and shall return to work within a further two (2) calendar days.

13.03

Employees who elect to take a lay-off rather than bump into another position because they find the physical demands of the new position to be excessive, will remain on lay-off until

- (a) their regular bid position becomes available for a successive three (3) day period or longer as a result of absence of the incumbent employee in situations where it is fully known by all responsible parties that such absence will extend for a minimum of three (3) days; or
- (b) after three (3) weeks on lay-off those employees will be placed on the Plant-wide bump list, and, if their seniority warrants it, will be offered the opportunity to bump into another position in the Plant.
- (c) in keeping with the intent of Articles **10** and **11**, the above noted employees must exercise their right to displace a junior employee if their seniority allows it. If, however, the employee legitimately believes after Step (b) that he, again, cannot physically do all aspects of the newly assigned position, then he will remain on lay-off and be recalled only when his regular bid position becomes available.

From:	To:
8.02 (a)	13.01
8.05	13.02
8.02 (a)	13.03

Article 14 - TEMPORARY TRANSFERS:

14.01

In transferring employees temporarily from one department to another other than a lay-off situation, the Company will transfer the most junior employee from the department from which the transfer is to be made provided:

- i) that senior employees remaining in the department do not volunteer.
- ii) that employees remaining in the department are fully qualified to perform the normal duties of the work required in the department from which the transfer is made.
- iii) that such employee is fully qualified to perform the normal duties of the work required.
- iv) temporary transfers will not exceed four (4) months in duration unless mutually agreed upon by the Company and the Union and the employee involved.

An original temporary transfer created as a result of a maternity/parental leave of absence and subsequent temporary transfers associated with the original temporary transfer will be excluded from this provision for the duration of the absence.

- v) temporary transfers of one (1) working day or less can be filled by any employee at the discretion of the Company.
- vi) employees will be advised of the estimated duration of the temporary transfer **and** will be required to remain on such assignment for its duration. Employees will not be prevented from bidding on and being awarded a Bid Job Posting as a result of a temporary transfer assignment.

From:	To:
8.02 (d)	14.01

A, ARTICLE 15 - REDUNDANCY:

15.01

In cases of redundancy (permanent layoff) due to any one of the following:

1. amalgamation of bid jobs;
2. discontinuation of a bid job for twelve (12) consecutive calendar months;
3. changes in equipment and or technology;
4. job elimination at any time

the following procedure will apply:

- a) as a result of amalgamation of bid jobs the newly created bid job will be posted as per Article 25.01.
- b) any employee displaced by such a job change, or whose bid job becomes redundant will:
 - i) displace the most junior bid employee on the seniority list, excluding trades persons, on the bid shift.
 - ii) if there is no junior bid employee on the bid shift on the seniority list, the employee will displace the most junior bid employee on the seniority list, excluding trades persons.
 - iii) in the event an employee chooses not to displace into the job in which i) or ii) above places him, he will become a Non-bid employee.
 - iv) an employee will be given training for the job and must acquire all the necessary skills to fulfil the scope of the work in a reasonable length of time.
 - v) in the event that more than one employee is impacted by redundancy, the junior employee will be displaced through the redundancy process first.

15.02 Reversal of Redundancy

1. If the bid job which has been declared redundant and has been inactive for less than twelve (12) months is scheduled to run for a period of four (4) consecutive full weeks it shall become reactivated and will be filled by the previous senior bid holder, unless they have applied for and been awarded another job through the job posting procedure.
2. If the bid job does not run for the four (4) consecutive full weeks the bid job shall not be considered reactivated, If for some unforeseen or unusual circumstance the schedule should fluctuate up and down causing the redundant bid job to repeatedly be filled, the Union and the Company may review and reconsider the reactivation.
3. The previous bid holder who has been made redundant may be considered when filling the vacant position. If the bid holder who has been made redundant is not considered, the position will be filled as per Article 14 of the Collective Agreement. However, when filling the vacant position as a result of vacation, workers' compensation, maternity/parental leave, short term disability or long term disability for a period of up to four (4) months this time shall not be considered a reactivation under this article.
4. In the event that an employee is absent more than four (4) months due to short term disability, long term disability, and workers' compensation and the job is required, the person declared redundant will be reinstated to the position. The candidate who holds the original bid job who is off work for any of the above will be allowed to return to his original bid job for up to two (2) years from the date he went off.

From:	To:
8.02 (e)	15.01

ARTICLE 16 - LINE TEAMS AND ROTATION:

16.01

Effective February 1, 1997 the current Wrapping Room Department will be structured into three (3) departments: Wrapping, Bagging, and **Glosettes**.

The Wrapping Department will **include** the following line teams:
Jensen, Peanut Butter Cup, Oh Henry, Cherry Blossom, Rose Forgrove, National.

The Bagging Department will include the following line teams:
Rovema/Adco, Halloween, **Hayssen Bagger**, **Eatmore Bagger**.

The **Glosette** Department will include the following line teams:
Tismas/Dohoy, **Clyborne/Reeses** Pieces, Bulking, Grinding, Mezzanine.

Employees in the Bagging, **Glosette** Departments will be bid to the Department not to the specific Line Teams, Rotation between Line Teams within these respective departments will be weekly for Production **HI** Classification, **Production II** Classification employees. The **Glosette** Department Mezzanine line team will not be included in this rotation. 20

On-line rotation for the Production **III** Classification within the Wrapping, Bagging, **Glosette** Departments will be scheduled as equitably as possible every one half (1/2) hour within the line team, and line productivity will not be adversely affected by this rotation. For purpose of this article, productivity will be defined as "hot scat changeover". There will be no cross-department rotation.

On-line rotation for the Production **II** Classification within the Wrapping, Bagging, **Glosette** Departments will be scheduled as equitably as possible every one half (1/2) hour within the line team, and line productivity will not be adversely affected by this rotation. For purpose of this article, productivity will be defined as "hot seat changeover". There will be no cross-department rotation.

Current on-line rotation on the Oh Henry line team will continue.

From:	To:
15.09	16.01

ARTICLE 17 -HOLIDAYS:

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17.01

The following days will be recognized by the Company as paid holidays:

- New Year's Day
- Labour Day
- Good Friday
- Thanksgiving
- Victoria Day
- The Day before Christmas Day
- Canada Day
- Christmas Day
- Civic Holiday
- The Day after Christmas Day
- Floater Holidays (2)

Floating Holidays will be celebrated by each employee on a date to be decided by the Company and the employee. Employees must provide two (2) weeks' notice as to the day they intend to celebrate the floating holiday. While the Company will make every effort to accommodate employees, the holiday must not interfere with the Company's ability to meet production requirements. In the event either the Provincial or Federal Government declares another holiday which must be observed and paid, then such holiday shall replace one (1) floating holiday referred to above.

17.02

To qualify for holiday pay, an employee will be required:

- (a) to have completed the probationary period.
- (b) to have worked the scheduled shift on the day immediately preceding the holiday and the scheduled shift on the day immediately succeeding the holiday. However, payment for the holiday will be made if an employee worked during the week in which the holiday occurred, but was prevented from working the days immediately preceding and succeeding the holiday because of lay-off by the Company, due to lack of work, or verified personal illness. Such verification will be in the form of a doctor's note to be presented upon returning to work.

17.03

Where a paid holiday occurs during an employee's vacation, the employee will be given a day off with pay in lieu thereof at a time arranged with his supervisor, provided the employee is otherwise qualified to receive pay for the said holiday.

17.04

In the weeks in which paid holidays occur, for purposes of weekly overtime, the work week will be reduced by eight (8) hours for each holiday and overtime will, in such weeks, be paid for the time worked in excess of eight (8) hours daily and the appropriate reduced work week, but not both.

17.05

- (a) Where a paid holiday occurs on a Saturday, it will be celebrated on the immediately preceding Friday. Where a paid holiday occurs on a Sunday, it will be celebrated on the immediately succeeding Monday. Holidays shall be deemed to be on the actual calendar day on which they fall except where changed by Federal or Provincial legislation.
- (b) Employees whose regular schedule consists of eleven and a half (11 1/2) or twelve (12) hours per day, who are originally scheduled to work on a declared holiday as outlined in Article 17.01, and work on such holiday is cancelled by the Company, will receive holiday pay equivalent to the total hours that they were originally scheduled to work on that day subject to the provision of Article 17.02.

17.06

Except for engineers, maintenance and milk receiving, no employee shall be compelled to work on a paid holiday.

From:	To:
9.01	17.01
9.02	17.02
9.03	17.03
9.04	17.04
9.05	17.05

Article 18 - VACATIONS:

18.01

For vacation purposes only, continuous service will be calculated as of June 30th. However, in the year an employee reaches his fifth, tenth, eighteenth, and twenty-fifth year of continuous service, he will receive the additional vacation on his anniversary date. In the following year, his vacation entitlement will be as defined in Article 18.01 and Article 18.02.

18.02

Vacations with pay will be granted in accordance with the following schedule:

Effective for 1997 Vacations:

- (a) One (1) year of continuous service - two (2) weeks.
- (b) Five (5) years of continuous service - three (3) weeks.
- (c) Ten (10) years of continuous service - four (4) weeks.
- (d) Eighteen (18) years of continuous service - five (5) weeks.
- (e) Twenty-five (25) years of continuous service - six (6) weeks.

Effective for 1998 Vacations:

- (a) One (1) year of continuous service - two (2) weeks.
- (b) Five (5) years of continuous service - three (3) weeks.
- (c) Ten (10) years of continuous service - four (4) weeks.
- (d) Eighteen (18) years of continuous service - five (5) weeks.
- (e) Twenty-five (25) years of continuous service - six (6) weeks.

Effective for 1999 Vacations:

- (a) One (1) year of continuous service - two (2) weeks.
- (b) Five (5) years of continuous service - three (3) weeks.
- (c) Ten (10) years of continuous service - four (4) weeks.
- (d) Eighteen (18) years of continuous service - five (5) weeks.
- (e) Twenty-five (25) years of continuous service - six (6) weeks.

18.03

Employees with less than one (1) year of continuous service as of June 30th will be paid a vacation allowance in accordance with the Employment Standards Act of the Province of Ontario.

18.04

Payment for vacations will be on the basis of two percent (2%) of an employee's earnings during the previous vacation year for each week of vacation to which he is entitled.

18.05

All earned vacations must be completed during the twelve (12) months succeeding June 30th. No more than four (4) weeks vacation can be taken at one time without the Company's permission.

18.06

Where the Company does not close the plant for vacation purposes or a vacation period, vacations will be granted on the basis of seniority by departments, with senior employees being given the first selection of vacation dates. However, this shall not be applied to the detriment of the Company maintaining sufficient employees who are qualified to perform the work.

5/1
01-02
05-03
10-04
18-05
25-06

Employees will be afforded the opportunity to register for vacation on a **quarterly** basis for the **periods** of **July-August-September**; **October-November-December**; **January-February-March** and **April-May-June**.

By **May 16th, 1997**, employees must register their vacation requests for the months of **July-August-September**.

By **August 29th, 1997**, employees must register their vacation requests for the months of **October-November-December**.

By **November 2nd, 1997**, employees must register their vacation requests for the months of **January-February-March**.

By **February 17th, 1998**, employees must register their vacation requests for the months of **April-May-June**.

A similar timing schedule will be issued for the balance of the **Collective** Agreement.

Once vacation has been granted no change may be made except with the consent of the Company.

Employees who do not register for vacation by the applicable dates will forfeit any right to exercise the terms thereof.

18.07

In the event of a partial vacation shutdown for the summer or Christmas period, a senior employee shall not be forced to take vacation if they have the ability to immediately perform any of the remaining work within the Plant,

18.08

Employees may take one vacation week in increments of less than five (5) days at a time except during the months of June, July and August. Such vacation time will be mutually agreed to between the Company and the employee. Employees must provide two (2) weeks notice as to their vacation request. While the Company will make every effort to accommodate employees, their vacation must not interfere with the Company's ability to meet production requirements.

From:	To:
10.01	18.01
10.02	18.02
10.03	18.03
10.04	18.04
10.05	18.05
10.06	18.06
10.07	18.07
10.08	18.08

ICLE 19 - HOURS OF WORK:

19.01

The Company does not guarantee to provide work for daily or weekly hours, or for any other hours.

3 1/4
400"

19.02

The regular work week will consist of forty (40) hours to be worked in five (5) days of eight (8) hours each day. The days of work, starting and quitting times will be determined by the Company in accordance with its requirements.

When employees are required to work a shift on Saturday or Sunday as a part of their regular work week, they will be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked from the start of "A" shift Saturday up to the start of "A" shift Sunday. A premium of two dollars (\$2.00) per hour will be paid for all hours worked from the start of "A" shift Sunday up to the start of "A" shift Monday. The Saturday and Sunday premiums shall not be considered a part of an employee's hourly rate and will not be paid for any hours where the overtime rate is applicable.

42
10 0125
43
10 0000

19.03

Except where it is beyond the reasonable control of the Company, where the shift to be worked in a work week is to be changed, any employee involved in the said change will be given a minimum of forty-eight (48) hours notice. Employees will not be required to work shifts where there is not twelve (12) hours off between the end of one shift and the start of the next shift. Where an employee voluntarily works, those hours before 12 shall be paid at overtime rate.

19.04

The lunch period will be one-half (1/2) hour without pay.

19.05

- (a) A rest period of fifteen (15) minutes' duration will be provided in each half shift, at times designated by the Company.
- (b) Where an employee is scheduled to continue working overtime at the end of his regular shift for a period of two (2) consecutive hours or more, he will be provided with a fifteen (15) minute paid rest period at or near the end of his regular shift and every two (2) hours thereafter, provided it does not have an adverse effect on productivity. If such rest period cannot be provided at the end of the regular shift it will be provided during the period of overtime work at a time designated by the Company.

19.06

The regular work week for Stationary Engineers will consist of forty-two (42) hours to be averaged over a four (4) week period. Changes in work schedules will be posted as far in advance as practical.

19.07

A Stationary Engineer who is completing his shift will be required to remain on the job until the reporting employee is available and ready to take over the succeeding shift, or until other arrangements have been made by the Maintenance Manager. No employee will be allowed to work more than seventeen (17) consecutive hours.

19.08

Employees with seniority excluding Engineers, will be given preference of shift start times as outlined in the Collective Agreement. Where employees mutually agree to temporarily change shifts the change must be agreed to by the Company and the Union and the employee involved.

Notwithstanding the above, any Machine Operator/Packers that currently have preference of shift start-times (by seniority) will continue to enjoy this practice. This preference of shift start times is understood to be in full week increments.

19.09

All seniority employees except Maintenance Department personnel and Stationary Engineers, shall have the opportunity of selecting the shift they wish to work according to seniority and in accordance with Article 25.01 (a).

24

19.10

No employee will be allowed to work more than seventeen (17) consecutive hours.

From:	To:
11.01	19.01
11.02	19.02
11.03	19.03
11.04	19.04
11.05	19.05
11.06	19.06
11.07	19.07
11.08	19.08
11.09	19.09
New	19.10

A. ARTICLE 20 - OVERTIME

20.01

Overtime at the rate of time and one-half an employee's regular hourly rate will be paid for all time worked in excess of eight (8) hours daily and forty (40) hours weekly, but not both, Monday through Saturday. Overtime rate for all Sunday hours worked will be twice the regular hourly rate. Overtime for work on a statutory holiday will be twice the regular hourly rate.

20.02

(a) Overtime opportunities in the department will be offered to the most senior bid employee on the job in the classification who is capable of immediately performing the job.

In the event that there is still not enough overtime coverage, the overtime opportunity will be offered to the senior bid employee in the department who is capable of immediately performing the job.

In the event that there is still not enough overtime coverage the remaining overtime opportunities will be offered to the senior employee outside the department who is capable of immediately performing the job. Employees can register for any overtime but final assignment will be determined by the Company.

Probationary employees will qualify for overtime only after all employees with seniority have had the opportunity to work the overtime opportunity. The exception to this will be when a probationary employee has been assigned a bid and is therefore deemed to be bid on the job and is performing the function on a regular basis.

Notwithstanding the above, when overtime is required at the end of the shift, the overtime will be offered to the senior employee in the classification on the bid position in the department on the shift. If sufficient overtime coverage is not obtained then this overtime opportunity will be offered to the senior employee in the department on the shift capable of immediately performing the job.

Overtime distribution for Machine Operator/Packers in the Wrapping Room department will be as follows:

- (i) it will be offered by seniority to employees within the classification and the line team, and in the event there is still not enough overtime coverage;
- (ii) it will be offered by seniority to employees in the department who are capable of immediately performing the job, and in the event there is still not enough overtime coverage;
- (iii) it will be offered by seniority to employees outside the department who are capable of immediately performing the job.

(b) The Company reserves the right to deviate from above if employee's health or work is deemed to suffer as a result of excessive overtime.

(c) An employee who is performing overtime work in a classification lower than his own, will be paid the overtime rate which is applicable to his own classification.

(d) Working Leadhands that work over 20 hours weekly shall be entitled to overtime in their Bid Job Classification, and as Leadhand.

(e) An employee who as a result of working emergency overtime as approved, and verified by his supervisor, does not work forty (40) regular hours in his scheduled work week will be paid the applicable overtime premium for all overtime hours worked on the weekend.

f) A weekend overtime sign up roster will be posted by 12:00 noon Tuesday of each week. Employees will be offered the opportunity to sign up for overtime between 12:00 noon Tuesday and 12:00 noon Wednesday of each week. By 12:00 noon Wednesday the overtime rosters will be taken down and employees will not be allowed to cancel their registration without a legitimate reason. Employees who register for overtime are expected to work their scheduled overtime shift and the provisions of Article 20.03 are applicable.

The finalized overtime roster will be posted by 12:00 noon Thursday of each week. Employees are responsible for reviewing such overtime schedule and immediately identify issues of assignment/entitlement to the employees' supervisor by 12:00 noon Friday.

On an exception basis the Company reserves the right to post additional overtime requirements based upon changing business needs. The Union will be notified in advance of such situations.

The Union is committed to making every effort possible to resolve such issues in a timely manner in order to avoid overtime opportunity errors.

20.03

If an employee commits to work a required overtime shift and fails to report for work on two (2) occasions in a rolling twelve (12) month period without providing a legitimate reason to the Company or fails to provide a medical certificate which would excuse the absence, then the employee will have his name put on a mandatory overtime list.

The Company shall have the right to schedule employees to accommodate production needs from the mandatory overtime list. If an employee fails to report for a mandatory overtime scheduled shift he will be subject to progressive discipline. An employee's name shall be removed from the mandatory overtime list after a 2 month period. The Company agrees that people excluded from the mandatory overtime list shall have first refusal of overtime requirements, as defined in Article 20.02.

20.04

Having exhausted the voluntary overtime list and the mandatory overtime list, if Hershey National Stock level on a product drops below five (5) weeks inventory the Company has the right to select the junior qualified employee in the Plant to perform the required overtime. The inventory stock level documentation of the specific product will be reviewed with the Plant President of the Union (Chairman) prior to implementing the mandatory overtime. Should other circumstances arise, the overtime requirement policy will apply upon mutual agreement between the Company and the Union.

20.05

Employees will not be scheduled for mandatory overtime as defined in Article 20.03 and 20.04 on the weekends immediately preceding or immediately following a scheduled full week of vacation. In order to accommodate production needs, the Company will select the next senior qualified employee to perform the required overtime. Employees whose names are on the mandatory overtime list as defined in Article 20.03 and who are excused from mandatory overtime for scheduled vacation shall remain on the mandatory overtime list for an additional period equal to the time they were excused.

20.06

If unforeseen circumstances arise after 3 pm on Thursday which require the cancellation of a portion(s) of scheduled week-end overtime, overtime for employees scheduled to work on the affected jobs will be cancelled and the finalized overtime roster will not be revised.

From:	To:
12.01	20.01
12.02	20.02
12.03	20.03
12.04	20.04
12.05	20.05
New	20.06

ARTICLE 21 - CALL IN PAY:

408

21.01

An employee who is called in to work to meet emergency conditions after having completed his shift and having left the Company property, will be guaranteed the equivalent of not less than four (4) hours pay at the employee's applicable hourly rate of pay or one and one-half (1 1/2) times the employee's hourly rate of pay for all hours worked, or twice the employee's hourly pay for all hours worked on Sunday or a Statutory Holiday whichever is greater. In addition, the Company will pay one hour bonus pay at an employee's regular hourly rate of pay for all call-ins.

An employee who has been called into work and subsequently called to cancel the call-in shall be guaranteed one hour's pay for such call.

21.02

If the call-in occurs less than one (1) hour before the regular starting time, the call-in pay will be limited to the time remaining prior to the said regular time.

21.03

Any employee called at home by a supervisor to solve a work related problem shall receive one hour's pay at their regular rate.

From:	To:
13.01	21.01
13.02	21.02
13.03	21.03

ARTICLE 22 - REPORTING FOR WORK PAY:

4/04

22.01

An employee who reports for work at the start of his shift, without having been notified in advance not to report, and no work is available for such an employee, will be paid four (4) hours pay at his regular rate. This obligation on the part of the Company will not prevail where an employee does not keep the Company notified of his current address and the telephone number if any, or where the Company is prevented from providing work because of *fire*, flood, lack of hydro or steam power, strike, or any similar circumstances.

From:	To:
14.01	22.01

ARTICLE 23 - MISCELLANEOUS PROVISIONS:

23.01

Where used in this Agreement, and where applicable, the male pronoun will be deemed to include the female pronoun.

23.02

By July 15th of each contract year, employees will be provided with uniforms based on the need for replacement, at the discretion of the employee, up to a maximum of ten (10) pieces of clothing as per their request with the following conditions:

- i) Employees may choose one (1) jacket per year which is equal to three (3) pieces of clothing.
- ii) Coveralls or jumpsuits are equal to two (2) pieces of clothing.
- iii) Employees may choose up to two (2) sweatshirts.
- iv) One (1) apron is equal to one (1) piece of clothing.
- v) All employees hired after the date of the first uniform issue shall receive an appropriate number of uniforms to accommodate them until the next issuance date.

The cleaning and maintenance of uniforms and any additions to the number supplied by the Company shall be the responsibility of employees. Uniforms shall be kept clean and in good condition. All uniforms worn shall be of the design and colour required by the Company.

23.03

The Company will pay each seniority employee an annual safety shoe allowance. Payment will be included in the first pay of February of each year. In 1997 this allowance will be \$85.00. For the remaining years of the contract the allowance will be \$90.00.

Any new employee will be paid the applicable safety shoe allowance upon the completion of his probationary period.

Safety shoes shall only be worn in connection with work for the Company and shall be left in the plant.

23.04

The Company agrees to continue paying for all benefits during an employee's maternity/parental leave of absence.

23.05

An employee who is required by law to serve as a juror or crown witness will be paid his full regular wages based on forty (40) hours per week during the time as such service provided he reports for work on any days he is not required to be in attendance in the courtroom.

23.06

The Company will make reasonable provisions for the safety of its employees during their hours of work. The Joint Health and Safety Committee will meet once per month unless the Union and the Company otherwise agree. The Union will actively participate with the Company in the promotion of safe working habits and practices.

23.07

Supervisors will not perform work normally performed by employees in the bargaining unit except:

- (a) in cases of emergency conditions;
- (b) when performing development or experimental work;
- (c) when checking production on machines or on any lines;
- (d) when instructing employees or other supervisory personnel;
- (e) when regular employees are not available due to being late or otherwise absent from their work or jobs.

25 ,

Each tradesman or apprentice who is required by the Company to supply tools to be used in connection with his work will be given an allowance of:

- (a) \$160.00 effective Year I
- (b) \$175.00 effective Year II
- (c) \$180.00 effective Year III

for the purchase and replacement of tools. Payment will be included in the last pay in June of each year.

From:	To:
15.01	23.01
15.02	23.02
15.03	23.03
15.04	23.04
15.05	23.05
15.06	23.06
15.07	23.07
15.08	23.08
15.09	deleted See 16.01

ARTICLE 24 - BULLETIN BOARDS:

24.00

The Company agrees to provide the Union with its own bulletin board. The Union agrees to review all postings for the board with the Manager, Employee Relations or his designate for permission, before posting.

From:	To:
16.01	24.00

ARTICLE 25 - JOB POSTING:

25.01

(a) Notices of job vacancies, which will include the shift to be worked, will be posted on the bulletin boards for five (5) working days spanning a two (2) week period, exclusive of Saturdays, Sundays, and Paid Holidays. During that period, employees who have completed the probationary period may make written application to the Employee Relations Department. Vacancies will be filled by the most senior applicant who is capable and whose performance is satisfactory to the Company. If no one applies for the vacancy, the Company will fill such vacancy with the most junior non-bid employee who is capable and whose performance is satisfactory to the Company. No probationary employee will be assigned a posted position unless there are no capable non-bid employees on the seniority list. If there are no capable non-bid employees on the seniority list, probationary employees will be assigned a posted position and will be deemed to be bid on the job after the successful completion of their probationary period.

Employees will have the opportunity of changing shifts and/or jobs only through the posting procedure. If applicable, the Company will include capabilities and experience required on job postings.

(b) Temporary jobs which are less than four (4) months duration will not be posted. A temporary job created as a result of a maternity/parental leave of absence and subsequent temporary jobs associated with the original temporary job will be excluded from this provision for the duration of the absence.

(c) If a job posting is not filled by employees at work, the Company will recall employees on lay-off in order of seniority on a temporary basis until their former jobs become available again, subject to the following criteria:

- i) for jobs in the classification **PIII** and below, the employee must be able to perform the functions of the job within five (5) working days of training.
- ii) for jobs in the classification **PIV** and above, the employee must be fully qualified to immediately perform the job.

(d) All notices of job vacancies posted shall state the job title, classification, department, shift and wage rate.

(e) The Company shall post the name of the successful candidate for a period of five (5) working days and a copy to be given to the successful candidate. Within a five (5) working day period from the time of determining the successful applicant the Company shall post on the Bulletin Board the name of the successful applicant for a period of five (5) working days.

(f) The Plant President of the Union (Chairman) shall be supplied with a list of all temporary jobs and the person working on said job monthly.

(g) In the event that an employee is absent due to sick leave, L.T.D., or Workers' Compensation their job will be posted after four (4) months. Absence due to maternity/parental leave of absence, are excluded from this provision for the duration of the absence. The candidate that holds the original bid who is off work for sick leave (etc.) will be allowed to return to his original job for up to two (2) years from the date he went off.

In the event that the temporary job holder is displaced by the original bid candidate returning to his job within the two (2) year period, he will be displaced as per Article 15.01 of the Collective Agreement.

In the event that the original bid candidate does not return within the two (2) year period, or elects to terminate his services with the Company, the temporary job holder will be deemed to be a successful candidate for the job.

A temporary job posting as described above will clearly indicate on the posting that the position will be temporary for up to two (2) years.

(h) An employee can only hold one bid job.

(i) The Plant President of the Union (Chairman) is to be copied on all correspondence pertaining to job postings.

- (j. For the purpose of this Article a Job Posting will result if there is:
- i) a vacated bid job.
 - ii) a new job.
 - iii) a job as defined in Article **25.01 (g)**.
 - iv) a job which is reactivated after being vacant in excess of one year.

25.02

Only the original vacancy and the first two (2) subsequent vacancies resulting from filling the original vacancy will be posted. However, where further vacancies occur in the classifications Production IV and higher, the vacancy will be posted for twenty-four (24) hours. The vacancy will be filled by the senior capable employee who expresses interest providing the employees' performance is satisfactory to the Company. Where further vacancies occur in the classifications Production III and below, consideration will be given to filling such vacancies with capable employees already in the employ of the Company in the bargaining unit.

25.03

An employee who receives a job through the posting procedure shall receive the rate for the new job in fourteen (14) working days from the date the posting was made or the date on which he is placed on the job, whichever occurs first. The successful applicant will be notified within five (5) working days after the posting period is completed.

The successful candidate shall be moved to his new job within twenty-eight (28) calendar days of a successful bid unless mutually agreed to by the Company, the Union and the employee involved.

25.04

Employees will be restricted to receiving two (2) jobs through the posting procedure in a twelve month period.

25.05

An employee who is going to be absent from work and who thinks there may be a vacancy in a job where he desires to work may leave his name with the Employee Relations Department. If there is a vacancy in the work specified, he will be given full consideration along with the other bids received. The employee must report for the job within three (3) weeks of successful bidding or be disqualified.

From:	To:
17.01	25.01
17.02	25.02
17.03	25.03
17.04	25.04
17.05	25.05
17.06	deleted

ARTICLE 26 - BEREAVEMENT LEAVE:

130

26.01

An employee who has completed the probationary period will be allowed a bereavement leave of absence with pay as follows:

- a) up to three (3) working days in the event of the death of his father, mother, sister, brother, wife (husband), child, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepchild and grandparents.
- b) one (1) working day in the event of the death of a brother-in-law or sister-in-law.

26.02

Such time off will be paid at the rate of eight (8) hours of regular time for each day in lieu of regularly scheduled hours not worked.

26.03

If a death occurs to a member of an employee's family outlined in Articles 26.01 while the employee is on vacation, the balance of their remaining vacation may be rescheduled at a time mutually agreeable to the Company and the employee. The employee will be eligible for a Bereavement Leave of Absence with pay as per Articles 26.01.

From:	To:
18.01	26.01
18.02 (a)	26.02
18.02 (c)	26.03

A TICLE 27 - DEDUCTION OF UNION DUES:

27.01

On receipt of **authorization** forms individually and voluntarily signed by employees, **the** Company will deduct Union dues in the amount as designated by the Union from the pay accumulated to the credit of such employees for ~~the~~ first pay period of each calendar month.

Amounts so deducted will be forwarded to a designated official of the Union within twenty-one (21) calendar days after the deductions have been made.

27.02

Authorization for the deduction of Union Dues will be made on copies of the following form:

I..... hereby authorize Hershey Canada Inc. to deduct my monthly dues to Retail, Wholesale / Canada, Canadian Service Sector Division of the United Steelworkers of **America**, Local 461 AFL-CIO **and forward** the dues so deducted to the Secretary-Treasurer of the Retail, Wholesale / Canada, Canadian Service Sector Division of the United Steelworkers of America, Local 461 AFL-CIO, whose receipt therefore shall be considered a discharge to the Company for the amounts so deducted, Such an authorization shall be irrevocable.

Signed.....
Address

27.03

New employees hired by the Company shall be required to authorize the deduction of Union Dues from their pay. The deduction of such dues shall commence after the employee has been employed for sixty (60) worked days. When a new employee is hired, he will be advised there is a Collective Agreement in effect and, within two (2) days after he commences work, such new employee will be introduced to the department steward.

27.04

The Union will save the Company harmless from any and all claims which may be made against the Company by employees for amounts deducted from pay as herein provided.

From:	To:
19.01	27.01
19.02	27.02
19.03	27.03
19.04	27.04

ARTICLE 28 - LEAVE OF ABSENCE:

28.01

Leave of absence without pay and without loss of seniority may be granted by the Company to employees for personal reasons. An employee requesting leave shall make such a request in writing at least two (2) weeks in advance of the date when the leave is required. Under normal circumstances, personal leave, when granted by the Company, shall not extend beyond thirty (30) working days.

28.02

Leave of absence ~~without pay~~ and without loss of seniority will be granted by the Company to not more than twelve (12) employees at a time to attend Union functions, provided the request for such a leave is made at least two (2) weeks in advance of the effective date of said leave. Each year, the Company ~~will~~ permit ~~two (2)~~ individuals, designated by the Union, to take leaves of absence for union business to the extent deemed necessary by the Union. The total accumulation of leave of absence for Union functions for all other employees shall not exceed one hundred (100) working days in any ~~twelve (12)~~ month period. Subject to operational requirements the Company will consider special requests for particular leaves of absences on an individual basis.

28.03

Leave of absence without loss of seniority will be granted by the Company for the adoption of a child up to a period of six (6) months without any form of compensation.

From:	To:
20.01	28.01
20.02	28.02
20.03	28.03

ARTICLE 29 - WAGES:

29.0 1 The Company will classify employees and pay applicable wage rates in accordance with the following:

<u>BID JOB AND CLASS</u>	<u>DEPARTMENT</u>	Effective February 1, 1997		Effective February 1, 1998		Effective February 1, 1999	
		Less than 2 Years 2 Years & Over	& Over	Less than 2 Years 2 Years & Over	& Over	Less Than 2 Years 2 Years & Over	& Over
OPERATOR II Oh Henry Kitchen Cook	Wrapping	15.14	15.43	15.54	15.83	15.99	16.28
OPERATOR I Moulding Operator Panning Operator Bagger Operator Chocolate Processing Operator Eatmore Cooker Syrup Operator Syrup Maker Nut Processing Operator	Wrapping Panning Bagging Chocolate Processing Eatmore Syrup syrup Nut Processing	14.83	15.12	15.23	15.52	15.68	15.97
PRODUCTION IV Chocolate Processing Helper Jensen Line Attendant PBC Line Attendant Rose Forgrove Line Attendant Oh Henry Line Attendant Glosette Line Attendant Material Handler Material Handler Material Handler Material Handler Peanut Butter Maker	Chocolate Processing Wrapping Wrapping Wrapping Wrapping Glosette D.C. Carousel Receiving Nut Processing Wrapping Peanut Butter Making	14.42	14.71	14.82	15.11	15.27	15.56

12

<u>BID JOB AND CLASS</u>	<u>DEPARTMENT</u>	Effective February 1, 1997		Effective February 1, 1998		Effective February 1, 1999	
		Less than 2 Years	2 Years & Over	Less than 2 Years	2 Years & Over	Less Than 2 Years	2 Years & Over
PRODUCTION III		14.26	14.55	14.66	14.95	15.11	15.40
P.B.C. Operator Packer	Wrapping						
Oh Henry Operator Packer	Wrapping						
Jensen Operator Packer	Wrapping						
Bagger Operator Packer	Bagging						
Eatmore Operator Packer	Eatmore						
Glosette Operator Packer	Glosette						
Rose Forgrove Operator Packer	Wrapping						
Cherry Blossom Operator Packer	Wrapping						
Aasted Attendant	Chocolate Processing						
Utility Relief	Wrapping						
Utility Relief	Syrup						
Grounds Keeper	Sanitation						
Line Cleaner	Sanitation						
Line Cleaner	Chocolate Processing						
Syrup Operator Packer	Syrup						
Palletizer/Spiral	Carousel						
Oh Henry Brusher	Wrapping						
Cherry Blossom Cream Maker	Wrapping						
PRODUCTION II		14.08	14.37	14.48	14.77	14.93	15.22
Oh Henry Service Attendant	Wrapping						
Syrup Service Attendant	Syrup						
Bagger Service Attendant	Bagging						
Glosette Service Attendant	Glosette						
Eatmore Cutter	Eatmore						
Tray Washer	Wrapping						
Raisin Washer/Sugaring	Panning						
Pan Goods Washup	Panning						
Demoulder	Chocolate Processing						
P.B. Pusher	Peanut Butter Making						
Centrifuger	Chocolate Processing						

47

<u>BID JOB AND CLASS</u>	<u>DEPARTMENT</u>	Effective February 1, 1997		Effective February 1, 1998		Effective February 1, 1999	
		Less than 2 Years	2 Years & Over	Less than 2 Years	2 Years & Over	Less Than 2 Years	2 Years & Over
PRODUCTION I		13.92	14.21	14.32	14.61	14.77	15.06
Sanitation Janitorial	Sanitation						
General Labour	Nut Processing						
Nut Inspector	Nut Processing						
Candy Counter	Wrapping						
Peanut Butter Decupper	Wrapping						
HIRING CLASS		13.62		14.02		14.47	
Machine Cleaner Specialist	Sanitation	15.13	15.42	15.53	15.82	15.98	16.27
MAINTENANCE							
Tradesman A		17.72	18.01	18.12	18.41	18.57	18.86
Tradesman B		16.92	17.21	17.32	17.61	17.77	18.06
Tradesman C		16.66	16.95	17.06	17.35	17.51	17.80
Helper/Apprentice		15.23	15.52	15.63	15.92	16.08	16.37
Chief Engineer			22.42		22.82		23.27
Engineers - 2nd Class		19.87	20.42	20.27	20.82	20.72	21.27
Engineers - 3rd Class		19.43	19.98	19.83	20.38	20.28	20.83
Instrumentation Control Specialists		19.43	19.98	19.83	20.38	20.28	20.83
No Ticket		18.73	19.28	19.13	19.68	19.58	20.13
1 Ticket		19.43	19.98	19.83	20.38	20.28	20.83
2 Tickets		19.63	20.18	20.03	20.58	20.48	21.03
General Increase:		Year 1	\$0.45	Year 2	\$0.40	Year 3	\$0.45
Moulding Operator Adjustment	0-2 years - \$0.00 2-5 years - \$0.15 over 5 years - \$0.20						
Oh Henry Kitchen Cook Adjustment	over 2 years - \$0.10						
Material Handler D.C. Adjustment	over 2 years - \$0.10						
Chocolate Processing Operator Adjustment	over 2 years - \$0.10						
Chocolate Processing Helper Adjustment	over 2 years - \$0.10						

29.02

Employees hired at the hiring rate will attain the rate of the classification to which they are assigned on completion of twenty (20) days of work.

29.03

- (a) A **leadhand** appointed by the Company will receive a rate of fifty cents (50 cents) in excess of the highest classification rate in the group of employees he is required to lead.
- (b) Leadhands will have no authority to hire or discharge or discipline, and shall not be used in the assessment of an employee's performance for the purpose of discipline, promotion or an employee attaining seniority.
- (c) Leadhands will be selected from those employees with seniority and will not be selected from ~~the~~ ranks of temporary or probationary employees.
- (d) Leadhands will be paid ~~the~~ **leadhand** premium for all hours worked as a **leadhand** as per Article **29.05 (b)**.

29.04

An afternoon shift premium of forty-five cents (45 cents) per hour will be paid for all hours worked on shifts which commence from 1:00 p.m. to 9:00 p.m. A midnight shift premium of fifty cents (50 cents) per hour will be paid for all shifts which commence from 9:00 p.m. to 5:00 a.m.

29.05

- (a) An employee who is temporarily transferred from a higher to a lower rated job for the convenience of the Company, and not as a result of the lack of work on his regular job, will be paid the higher rate for the duration of such temporary transfer.
- (b) An employee who is temporarily transferred from a lower to a higher rated classification will receive the higher rate for all hours worked upon working four (4) hours or more continuously on the higher rated classification,

1/6/6

From:	To:
21.01	29.01
21.02	29.02
21.03	29.03
21.04	29.04
21.05	29.05

A1 - CLE 30 - HEALTH AND WELFARE:

30.01

The employee shall have Health and Welfare benefits as outlined in the "Employee Handbook" dated 1997.

30.02

Insurance benefits contained herein are within the control of third parties (i.e. the carriers of the said plans). Therefore, the Company shall not be responsible for any decisions made by the said third parties with respect to the payment or non-payment of benefits.

30.03

Severance Pay - In the event of the closure of all of the Company's operation in Smiths Falls or the closure of a portion leading up to the total closure, resulting in a permanent lay-off, the Company agrees to pay all terminated employees a severance pay for those employees with more than five (5) years seniority, amounting to one (1) week's regular wages for each year of service and one-half (1/2) week's regular wages for each year of service for those employees with less than five (5) years seniority.

232/01
232/01

From:	To:
22.01	30.01
22.02	30.02
22.03	30.03



ARTICLE 3.1 - DURATION:

This agreement, which supersedes all previous Agreements, will remain in full force and effective from and including the ~~1st day of February, 1997 to and including the 31st day of January, 2000.~~ intends to terminate or seek revisions to this Agreement may only be given during a period of not more than ninety (90) calendar days and not less than sixty (60) calendar days preceding the 31st of January, 2000. The parties will begin negotiations not less than sixty (60) calendar days preceding the 31st of January, 2000.

Signed at Smiths Falls this ___th day of February, 1997.

For the Company

For the Union

Patrick Kilgore

James Donnelly

Marian Riordan

Wm. Glenn Rathwell

James Moss

John Fawcett

Rene Albert

Garry Moxam

Susan Johnston

Heather Sample

From:	To:
23.01	31.01

L. LETTER OF INTENT

Employees who are required to travel to attend meetings, for work or for training purposes will be reimbursed as follows:

One Day Assignments

All employees will be paid from the time they leave the Hershey Smiths Falls Plant until their return to the Hershey Smiths Falls Plant.

All hours beyond eight (8) will be paid at the applicable overtime rate. A one half (1/2) hour unpaid lunch will be deducted from the total hours.

Overnight Assignments of Three (3) Nights or Less

Travel time which falls within an employee's regularly scheduled shift will be considered as working time and will be paid at straight time up to a maximum of eight (8) hours. Saturday and Sunday are treated the same as week days and will be paid at straight time up to a maximum of eight (8) hours.

Time spent in travel outside of regular hours will not be considered as working time and will not be paid.

Time spent working (as opposed to travelling) away from the Plant will be paid as per the Collective Agreement.

Overnight Assignments of More Than Three (3) Nights

Travel for periods of time in excess of three (3) nights will be handled on a case by case basis.

Note: Modifications to all of the above will be made for employees working alternate shifts.

Both parties agree that the conditions of this Letter of Intent shall remain in effect for the duration of the Collective Agreement.

Patrick Kilgore
Plant Manager

LETTER OF INTENT

This letter will confirm the Company's intent to use Hershey employees on lay-off as contractor helpers, when possible, in order to provide as much work to employees on lay-off as possible.

Whenever this agreement is made, it must be a feasible type of work assignment and must be agreed by the contractor at the time the work is being performed.

Both parties agree that the conditions of this Letter of Intent shall remain in effect for the duration of the **Collective Agreement.**

Patrick Kilgore
Plant Manager

LETTER OF INTENT

This letter will confirm the Company's intent to continue to have Monday through Friday as the normal work week. However, the Company will experience times when it is necessary to schedule Saturday, Sunday or both as regular working days to accommodate what would be considered unusual circumstances.

If, in the future the Company finds it necessary to schedule Saturday, Sunday or both as regular working days, other than for temporary periods of time they will meet with the Union to discuss and mutually agree upon a system and procedure for the selection of working days on the basis of seniority.

The Company will not unilaterally introduce a Continental Work Week without discussion and mutual agreement with the Union,

Both parties agree that the conditions of this Letter of Intent shall remain in effect for the duration of the Collective Agreement.

Patrick Kilgore
Plant Manager

LETTER OF INTENT - RE: LAY-OFF

This letter will serve as the Company's intent to maximize the lead time for all lay-offs which exceed five working days, except where it is beyond the reasonable control of the Company. To aid in this commitment, it is the Company's intent to review manning requirements at each Labour-Management Meeting held monthly.

Both parties agree that the conditions of this Letter of Intent shall remain in effect for the duration of the Collective Agreement.

Patrick Kilgore
Plant Manager

LETTER OF INTENT

Maintenance Department Shift Selection

The Company agrees to continue the current practice of shift rotation within the maintenance department in a fair and equitable manner. However, in the case of an emergency (equipment breakdown, installation, vacation, sickness) the Company reserves the right to be able to assign the required skill to the necessary shift.

Both parties agree that the conditions of this Letter of Intent shall remain in effect for the duration of the Collective Agreement.

Patrick Kilgore
Plant Manager

LETTER OF INTENT

Alternate Work Schedule 11 1/2 Hour Chocolate Processing

Notwithstanding Article **19.02** in cases where the Company initiates and the Union agrees to implement alternate work schedules, the following **schedule** of benefits will apply for eleven and one half (**11 1/2**) hour shifts.

Both parties agree that if for any reason the Alternate Work Week Schedule ceases, the Company will have the right to resume this Alternate Work Schedule, and the conditions outlined below in the Letter of Intent will not be altered. This right will stay in effect for twelve (**12**) months after the date of cessation of the Alternate Work Week Schedule.

Alternate Work Week Addendum for 11 1/2 Hour Shift Statutory Holidays

The eight (8) hour entitlement will remain regardless of shift arrangement in that the total annualized work hours are the same.

Vacations

Selection of weeks off will remain same as current entitlement.

Vacation time is based on 40 hours/week for one (1) week.

Hours of Work

Saturday premium (\$1.25/hour) and Sunday premium (\$2.00/hour) will not be preserved for hours regularly scheduled.

All hours worked on Saturday and Sunday will be paid the applicable overtime rates provided the employee has fulfilled his regular hours commitments on the preceding Monday, Tuesday and Friday.

Overtime

Any hours over the regular scheduled work day will receive overtime premium.

Any hours worked over 80 in a two week period for the 11 1/2 hour shift will be paid in the second week at current O.T. rates.

Any day worked as a scheduled day off will receive O.T. at 1 1/2 times the regular rate of pay, provided the regular scheduled work week for the employee is complete. Sunday O.T. rate will be preserved

The Union and the Company agree that scheduled hours worked on Saturday and Sunday are not overtime hours, and as a result the provisions of Article **20** do not apply.

All hours worked on the employee's statutory holiday will receive **twice** the regular hourly **rate**.

Bereavement Leave

Provisions of Article **26** apply except each day will be paid at the rate of **eleven** and one half (**11 1/2**) hours for each day.

Rest Period

Two (**2**) rest periods of fifteen (**15**) minute duration will be provided in each half shift at times designated by the Company.

13

Sick Benefits

Entitlement will remain as per the current contract, No employee will lose more than 24 hours during his first 3 days of illness.

Shift Premium

A shift premium of one dollar (\$1.00) per hour will be paid for each hour worked on the 11 1/2 hour shift alternate. This will replace the current differential.

All other contract requirements for entitlement will remain in effect.

Both parties agree that the conditions of this Letter of Intent shall remain in effect for the duration of **the Collective Agreement**.

Patrick Kilgore
Plant Manager

LETTER OF INTENT

Alternate Work Schedule Four (4) Days Ten (10) Hour Shifts

When the Company initiates a four (4) day work schedule on a Line/Process basis and all employees on the Line/Process give agreement, which will not be unreasonably withheld, the following terms and conditions will apply.

Alternate Work Week Addendum for 10 Hour Shift Statutory Holidays

The eight (8) hour entitlement will remain **regardless** of shift arrangement in that the total **annualized** work hours are the same.

In weeks where an employee is working this schedule and a statutory holiday occurs, the statutory holiday will be paid at ten (10) hours.

Vacation

Selection of weeks off will remain same as current entitlement,
Vacation time is based on 40 hours/week for 1 week.

Overtime

Any hours worked over **ten (10)** hours per shift will receive overtime premium.

Bereavement Leave

Provisions of Article 26 apply except each day will be paid at the **rate** of ten (10) hours for each day.

Sick Benefits

Entitlement will remain as per the current contract. No employee **will** lose more than **24** hours during his first three (3) days of illness.

Shift Premium

Regular shift premium will be offered.

All other contract requirements for entitlement will remain in effect.

Rest Period

Employees will be provided a fifteen (15) minute paid rest period at or near the end of the first eight (8) hours worked provided it does not have an adverse effect on productivity. If such rest period cannot be provided at the end of the first eight (8) hours it will be provided during the balance of the shift as designated by the Company,

Both parties agree that the conditions of this Letter of Intent shall remain in effect for the duration of the Collective Agreement.

Patrick **Kilgore**
Plant Manager

L. LETTER OF INTENT - ALTERNATE WORK SCHEDULE STATIONARY ENGINEERS

- a) Stationary Engineers will be scheduled for twelve (12) hour shifts and will work over a two (2) week pay period eighty (80) hours at regular straight time hourly rates in the Collective Agreement. Hours worked beyond eighty (SO) in a pay period up to eighty-four (84) in a pay period will be paid at two (2) times the regular hourly rate.
- b) Notwithstanding Article **17.04** and Article **20.01** of the Collective Agreement overtime will be paid after twelve (12) hours in a day or after eighty (SO) hours worked in a two (2) week pay period. Any day worked as a scheduled day off will be paid at the applicable overtime rate provided the employee has worked his regular schedule. in that pay period. For the purposes of Article **17.04**, the clause will apply with twelve (12) hours to be substituted where eight (8) hours currently exists.
- c) It is agreed that Stationary Engineers working this twelve (12) hour shift will be paid a shift premium of \$1.00 per hour for all hours worked. No other shift or weekend premiums will be paid.
- d) For the purposes of the application of **Article 23.05**, Jury Duty, and Article **26.00** Bereavement Leave engineers will be compensated based on twelve (12) hour days provided the Jury Duty or Bereavement Leave occurs on days which the employee was otherwise scheduled to work.
- e) For the purpose of calculating sick benefits, engineers will receive compensation based on eighty hours over a two (2) week period plus four (4) hours **mandatory** overtime at double time.
- f) For purposes of calculating vacation, one twelve (12) hour shift will count as one and one half (1 1/2) days vacation.

Both parties agree that the conditions of this Letter of Intent shall remain in effect for the duration of the Collective Agreement.

Patrick Kilgore
Plant Manager