

Le Page's Ltd -
Bramalea, Ont

Wages

SOURCE	60.		
EFF.	87	01	01
TERM.	88	12	31
No. OF EMPLOYEES	101		
NOMBRE D'EMPLOYÉS	101		

I N D E X

COLLECTIVE AGREEMENT

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Wages

SOURCE	Co.		
EFF.	87	01	01
TERM.	88	12	31
No. OF EMPLOYEES	101		
NOMBRE D'EMPLOYÉS	Bw		

COLLECTIVE AGREEMENT

This agreement has been made and entered into this 9th day of July, 1987, by and between LePAGE'S LIMITED (hereinafter referred to as "the Company"), party of the first part, and **ENERGY AND CHEMICAL WORKERS UNION** and ITS LOCAL #819 and the LePage's Limited unit of said LOCAL #819 (hereinafter jointly referred to as "the Union"), parties of the second, third and fourth parts.

ARTICLE 1 - RECOGNITION AND DEFINITIONS

1.01 The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company in Bramalea, Ontario, save and except foremen, persons above the rank of foreman, clerical staff, quality control and research staff, salesmen, students employed during the school vacation period, and persons regularly employed for not more than twenty-four (24) hours per week; which unit was certified by the Ontario Labour Relations Board on September 5, 1968.

Students employed during summer vacation period who accept regular employment status shall be credited with all time worked for seniority and probationary purposes pursuant to ARTICLE 9 - SENIORITY.

1987. Students employed during the summer vacation period shall be on a ninety (90) day probationary period, and shall be required to sign a form authorizing the Company to deduct an amount equal to the monthly Union dues from their first pay period commencing with the second month of their employment and from the first pay period of each

month thereafter, such deductions shall be paid to the local Union, but for all intents and purposes, will retain the status **as** students as described in this clause. It is clearly understood that students are not represented by the Union and have no rights under this agreement. During the student's second year of employment it is agreed that his probationary period shall be reduced from ninety **(90)** days to one (1) month.

1.02 The word "employee" and the word "employees" whenever used herein means and refers to a worker or workers in the said unit except where the context otherwise provides. Whenever in this agreement the male noun or pronoun is used, it shall be deemed to include the female when the context **so** requires. Likewise, the female noun or pronoun shall include the male.

1.03 Any obligation imposed upon the Union by this agreement shall be the joint and several obligations **of:**

(a) said **ENERGY AND CHEMICAL WORKERS UNION;**

(b) said **LOCAL #819;** and

(c) the aforesaid unit of **said LOCAL.**

1.04 The, aforesaid unit of said **LOCAL #819** shall be a separate unit composed solely of Employees of the Company.

1.05 Employees of the Company outside the bargaining unit shall not perform work normally performed by employees in the bargaining **unit** except in:

(a) an emergency;

(b) training or instruction of employees;

(c) the absence or non-availability of a regular employee in those cases where such absence or non-availability is not due to a lay-off;

(d) testing equipment or processes;

(e) pilot projects.

1.06 The Company and the Union agree that there will be

no discrimination against any employee because of race, creed, colour, sex, age, national origin, union membership or lawful union activity.

- 1.07 Except as otherwise provided herein, no union activities shall be conducted on the Company's premises during working hours.

ARTICLE 2 - UNION SECURITY

- 2.01 All employees of the Company covered by the terms of this agreement shall be required, as a condition of continued employment, to become members in good standing of the Union upon completion of one (1) month's employment and to sign a form authorizing the Company to deduct monthly union dues from their first pay period commencing with the second month of their employment and from the first pay period of each month thereafter.

The Company shall make such deductions in accordance with such authorization and remit same to the Union, together with a list of all employees from whom deductions were made and so remitted. Such monies so deducted shall be remitted by the Company to the Union on or before the end of the month in which the deductions were made.

- 2.02 The Company shall not be obligated to pay the Union any dues which it is unable to deduct as aforesaid, and the Union shall indemnify and save the Company harmless against any and all claims arising out of the deductions made by the Company in reliance on the dues deduction authorization.

- 2.03 The Union recognizes the principle that Company workers in positions outside of the collective bargaining unit should not be members of the Union and should not pay dues and, accordingly, the Union agrees that the Union will not accept such worker as a member and that any employee of the Company who is a member of the Union and who is promoted or permanently transferred to a position outside the collective bargaining unit must withdraw from membership in the Union four (4) months after such promotion or transfer. Seniority will accumulate in the employee's regular department for the four

(4) months. Such employees shall have the right to return to the bargaining unit within the four month period.

2.04 For the purposes of this ARTICLE 2, "member in good standing" shall mean a member of the bargaining unit who has completed his probationary period and who indicates his desire to join the Union and pays or tenders his monthly dues and initiation fee.

ARTICLE 3 - NO STRIKES OR LOCK-OUTS

3.01 In **view** of the orderly procedure for settling differences, the Company agrees that it will not cause or direct any lock-out, and **the** Union agrees that there will be no strike during the term **of** this agreement.

3.02 The word "strike" and the word "lock-out" shall have the meaning given those words in The Labour Relations Act (Ontario), R.S.O. 1970, ch. 232.

ARTICLE 4 - REPRESENTATION

4.01 The Company agrees to recognize a negotiating committee of not **more** than four **(4)** in number, all of whom shall be employees of the Company, duly elected or appointed by the Union to represent the Union in negotiations with the Company.

4.02 The Company further agrees to recognize a grievance committee of not more than four **(4)** in number, all of whom shall be employees of the Company and one **of** whom shall be the steward involved, for the purpose of considering and disposing of grievances and/or complaints.

4.03 A National Representative of the E.C.W.U. shall be entitled to attend any negotiating or grievance meeting with the Company at the request of either party.

4.04 Whenever a change takes place, the Union shall notify the Company, in writing, of the names of

those designated as members of the negotiating committee, the grievance committee, and its local officers. The Company shall notify the Union of any committees with which the Union will be dealing.

- 4.05 It is agreed that an officer of the Union will be allowed reasonable time without **loss** of pay, provided that he first obtains permission from his supervisor, to investigate and settle grievances during regular working hours.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 Should a dispute or grievance arise **as** to the interpretation or application of this agreement, there shall be an earnest effort on the part **of** the parties hereto to settle same through the following steps:

STEP 1

The dispute or grievance shall first be taken orally within ten (16) working days of the occurrence by a conference between the shop steward and the employee's supervisor. Should there be **more** than one (1) supervisor present at the conference, the Union may, at its discretion, have an equal number of shop stewards attend.

STEP 2

If the dispute or grievance is not satisfactorily settled by Step 1 within two (2) working days, then within **two** (2) additional working days the dispute or grievance may be **reduced** to writing and presented to the Manufacturing Services Manager. The Manufacturing Services Manager shall render a decision in writing stating the reasons therefor.

STEP 3

If such dispute or grievance is not satisfactorily settled by Step 2 within an additional five **(5)** working days, then the dispute or grievance may, within an additional two **(2)** working days, be further presented in writing to the Vice-President of Manufacturing, in which event **a** conference shall be held promptly between the grievance committee of the Union and the Vice-president of Manufacturing

and/or his representatives. The Vice-president of Manufacturing shall render a decision in writing stating the reasons therefor.

STEP 4

If such dispute or grievance is not satisfactorily settled by Step 3 within an additional five (5) working days, then the dispute or grievance shall be submitted to arbitration if either the Union or the Company **so** requests in writing within an additional thirty (30) days. If such request for arbitration is made, then the arbitration shall proceed before a board of arbitration in accordance with ARTICLE 8 hereof. Such written request shall contain the name of the party's nominee to the arbitration board.

- 5.02 The employee involved in the particular dispute or grievance may be present at any of the steps or at the arbitration only at the request of either the Company or the Union.
- 5.03 Every dispute or grievance shall be conclusively deemed abandoned unless the grievance procedure set forth above is timely followed, it being understood that the time limits set forth above are of the essence.
- 5.04 The Union or the Company may initiate a grievance in writing at Step 3 of the grievance procedure. Such grievance shall be a policy grievance in connection with the administration, interpretation, alleged violation, or application of this agreement.
- 5.05 The time limits set out in this ARTICLE 5 may be extended only by mutual agreement of the parties.
- 5.06 The parties agree that the directions of the Company which are the subject of a dispute or grievance shall be complied with pending the processing and arbitration of such dispute or grievance.
- 5.07 When an employee is summoned for a meeting or discussion he will be told if it is for disciplinary reasons. If so, or if a discussion evolves into a disciplinary meeting, the employee shall have the right to request that a steward be present.

ARTICLE 6 - MANAGEMENT OF THE PLANT

6.01 The Company shall have the full and exclusive management of its plant and business and the direction of the working force including (without limiting the generality of the foregoing but subject to seniority and grievance provisions in cases of lay-offs, promotions, demotions, disciplinary actions and discharges or transfers, permanent or temporary) the right to establish rules and regulations governing the conduct of employees on company time or company property, and all matters relating to size and personnel of the working force, work schedules, promotion and the right to hire, suspend, lay **off**, and to discharge, discipline or demote for just cause, and the right to change (temporarily or permanently) an employee or employees from one position to another, including the transfer from one department to another, and also including all matters relating to operations, and the right to suspend operations in whole or in part for any period.

6.02 The Company agrees that these functions will be exercised in a manner not inconsistent with the provisions of this agreement.

6.03 The Company shall have the right to retire employees under the pension plans referred to herein whenever an employee is eligible for retirement thereunder, and upon such retirement under such plans the employee in question shall cease to work for the Company and such cessation shall not be deemed a discharge which is the subject of a grievance or arbitrable under this agreement.

ARTICLE 7 - DISCHARGE OR DISCIPLINE

7.01 In the event of a claim that an employee has been discharged or disciplined unjustly or unreasonably, the grievance shall be filed at Step 2 of the grievance procedure within ten (10) working days of such discharge or discipline.

7.02 If it is determined or agreed at any **step** in the grievance procedure or determined by a board of arbitration that any employee has been disciplined or discharged unjustly, the management shall put him back on his job with no loss of seniority and shall pay the employee the amount he would have earned had he been working, less any amounts otherwise earned, or the parties or the board, as the case may be, may dispose of the matter by any other arrangement which, in the opinion of the parties, or in the opinion of the board, is just and equitable.

7.03 When written warnings are issued or an employee is discharged or suspended, a copy of such record will be forwarded to the Union Secretary. All such warnings and other disciplinary actions, if **made** a matter of record, shall be removed from an employee's personal file twelve (12) months from the date of issue of the last of them and may no longer be used against him.

ARTICLE 8 - ARBITRATION

8.01 The board of arbitration to arbitrate under this agreement shall consist of three (3) members. One member shall be selected by the Company and one member by the Union, and the two arbitrators so nominated shall then meet promptly **and** endeavor to select a third arbitrator who shall be the chairman. If the party receiving the request to arbitrate fails to appoint its nominee within five (5) days of receipt of such request, or if the nominees **fail** to agree on the third arbitrator within five (5) days of the appointment of the second of them, either party **may** make application to the Labour-Management Arbitration Commission for the selection thereby of the impartial chairman. Such application shall be as prescribed by the Ontario Labour-Management Arbitration Act, and a copy of the application shall be provided by the party making the application to the other party.

8.02 The authority of such arbitration board shall be limited to the rendering of decisions as to **the** interpretation or application of the provisions of this agreement with respect to the dispute or

grievance referred to such arbitration board by the parties hereto. The arbitration board shall have no power to add to, subtract from, or modify in any manner, the provisions of this agreement.

- 8.03 The decision of the board of arbitration shall be final and binding on the parties hereto and on the employees affected thereby. Each of the parties hereto shall bear its own expenses in any arbitration proceedings, and both parties shall share equally the expenses of the chairman.

ARTICLE 9 - SENIORITY

- 9.01 New employees shall be hired on a probationary basis. After completion of sixty (60) days worked a probationary employee shall become a regular employee and his seniority shall date back to his date of employment. A probationary worker is an employee who has worked for the Company for less than sixty (60) days worked. No claim or grievance shall be made by the Union or by such employee with respect to assignment, transfer, promotion, demotion, discipline or discharge of such probationary worker.

- 9.02 Employees shall have departmental and plant-wide seniority. Except as otherwise provided, departmental seniority will accumulate from the date of last entry into a department.

- 9.03 Vacancies, other than temporary, in classifications covered by this agreement shall be filled from within the department where the vacancy exists. As between employees with relatively equal qualifications, the employee with the greater departmental seniority shall be given preference.

In the event that no employee in the department is qualified, or for sane other reason the job cannot be filled from within the department, then such vacant position shall be posted for bid on a plant-wide basis. As between applicants with relatively equal qualifications, the more senior shall be given preference.

If as the result of posting there are no qualified applicants, the Company **may** fill the vacancy at its discretion.

9.04 In the event of a decrease in the work force, the most junior employee in **the** department affected shall be declared to be surplus, provided that the remaining employees are qualified to do the work available.

Such surplus employee shall be placed in a vacant job if any such vacancy exists. If **no** such vacant job **exists**, the surplus employee shall be placed in a job for which he is qualified provided that such job is held by a **more** junior employee.

For departmental seniority purposes, such employee shall start in his new department as a *new* man and will accumulate seniority but will retain his departmental seniority in his former department for a period of eighteen (18) months. Such seniority shall be forfeited if **he** fails to return to his former department at the first opportunity. First opportunity does not apply **to** temporary vacancies in the former department, nor to an employee who **does** not apply when such employee is on a temporary transfer.

Notwithstanding the provisions of **9.04** above, **temporary** packaging operators will be chosen from senior packers who normally act **as** temporary operators. If additional temporary packaging operators are required they shall be chosen from the most senior qualified packers.

9.05 Employees on lay-off who have retained seniority will be recalled in accordance with their plant seniority, provided that **they** are qualified to perform the work available, before new employees are hired.

9.06 In the event that an employee is temporarily transferred from one department to another, **he** will continue to accumulate seniority in his old department and will have no departmental seniority in his temporary department. in the above circumstances the Company agrees to transfer the **most** junior qualified employee in the department from which he can be spared.

In the event the transfer is expected to exceed thirty (30) working days, the Company agrees to post the vacancy, and applicants shall bid on the understanding that the position is not of a permanent nature.

9.07 In the event an employee is transferred out of a department at such employee's request, then the employee loses his seniority in his former department but retains his plant-wide seniority and starts as a new man in his new department.

9.08 In case an employee is temporarily transferred from one department to another, he retains his seniority in his regular department and has no seniority in his temporary department.

9.09 In case an employee is permanently transferred from one department to another and is transferred back to his former department within ninety (90) days by the Company, he will be credited with his full departmental seniority in his former department.

9.10 If an employee is permanently transferred by the Company to another department without such employee having requested the transfer and without Section 9.03 hereof applying, then the employee shall carry with him to his new department the full departmental seniority he had in his previous department. Under these circumstances the most junior employee who is qualified will be transferred.

9.11 An employee shall lose all seniority rights for any of the following reasons:

- (a) a discharge which is not reversed through the grievance procedure;
- (b) a voluntary quit of employment;
- (c) a lay-off for eighteen (18) months;
- (d) the failure of a laid-off employee who has been offered re-employment to advise the Company within three (3) days after such offer of his intention to return to work or his failure, after having given such notice, to return to work within three (3) working days after notification to the Company of his intention to return;

(e) the absence of an employee for five (5) consecutive working days for any cause without such employee having notified the Company, unless a reasonable excuse for such failure is established to the satisfaction of the Company.

9.12 Each laid-off employee who retains seniority has the obligation of keeping the Company advised of his mailing address. The mailing by the Company, by registered mail, of an offer of reemployment: to a former employee shall be deemed notice to such employee of such offer and shall, for all purposes of this agreement, be deemed to have been received four (4) working days after it is mailed.

9.13 The Company and the Union have agreed to a seniority list of employees as of the date hereof, and have initialled a copy of said list. The seniority list shall be up-dated quarterly in each year, and a copy shall be supplied to the Union.

9.14 The order of seniority between two (2) or more employees whose seniority starts on or after the date of the execution hereof but on the same day shall be determined as follows:

(a) the employee who first started work on the day in question shall have seniority over the later starter or starters of the same day; but

(b) if two (2) or more employees start work, not only on the same day but also at the same hour, then the employee who was first interviewed shall have seniority over the starter or starters who were later interviewed.

9.15 In the event of a lay-off only, the four (4) Executive Committee members would have "Superseniority" provided they are deemed qualified by the Company to perform the normal requirements of the position(s) available.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.01 From the date of the execution of this agreement,

the regular non-overtime work hours shall consist of a maximum of eight (8) hours of work per day, and the non-overtime work week shall consist of a maximum of forty (40) hours of work per week. Nothing herein shall be construed as a guarantee of any number of hours of work per day or days of work per week.

10.02 A day is defined as a twenty-four (24) hour period commencing at the start of an employee's shift.

10.03 The work week shall be from Monday through Sunday.

Employees working on seven (7) day operations on continuous shifts, or on a schedule other than Monday through Friday, in accordance with the work schedule which will be posted at least nine (9) days in advance, will have their days off during the first five (5) days of the week. Days off, where possible, will be consecutive.

10.04 The regular starting and stopping times for shift workers shall be as follows:

Day Shift - 8:00 am. to 4:30 p.m.

Afternoon Shift - 4:00 p.m. to 12:30 am.

Night Shift - 12:00 midnight to 8:30 a.m.

Afternoon Shift
(Shipping only) - 1:00 p.m. to 9:30 p.m.

10.05 Each shift shall continue for eight and one-half (8 1/2) hours of which the employees shall, on their own time, have a thirty (30) minute lunch period to be taken not later than the fifth hour following commencement of work. The starting time need not be the same for all employees on a shift. Shifts may be rotated at such intervals as the Company may see fit. When shifts are rotated the hours worked on such shift shall not be deemed work on the same day, for the purposes of overtime pay.

10.06 Starting, and quitting times may be advanced or retarded by one (1) hour.

10.07 During each work day each employee shall have two (2) ten (10) minute break periods, one during each half shift. Each employee may spend the last five (5) minutes of his shift washing up.

10.08 All overtime work in each department shall be allocated evenly among the employees within such department, who are qualified to do the overtime work available. An overtime list for each department will be kept and, for the purposes of calculation of this list, hours offered will be considered as hours worked. If, for any justifiable reason, there is no one available in the classification in the department to perform such overtime work, the Company shall then assign employees to such overtime work by order of inverse seniority within that classification in the department. An employee requested to work overtime shall do so in the absence of an excuse which would justify absence from the scheduled non-overtime work. In the event there is no one available in the classification in the department to perform such overtime work, then the Company shall assign, by order of inverse seniority, any other employee of the same department who (in the opinion of the Company) is qualified to **do** the overtime work. It is agreed that the Company shall give forty **(40)** hours notice of overtime to be worked on an employee's scheduled day off. However, it **is** agreed that employees working on continuous shifts will remain on the job until relieved.

If an employee has been absent with justifiable reasons during the normal work week and is scheduled to work on his scheduled day of rest, that employee will be compensated at the appropriate overtime rate.

10.09 There shall be **no** pyramiding of overtime and hence where daily overtime, including early starting work, has been earned, the overtime work shall be paid for but **once**.

10.10 Employees shall not be required to take time off to off-set earned overtime. Lists showing overtime charged or chargeable to each employee will be **posted** by the Company after every month.

10.11 From the date of execution of this agreement, overtime shall be paid on the following basis, except as otherwise provided:

(a) Time and one half (1 1/2) for all hours worked:

(i) between the ninth (9th) and twelfth (12th) hour inclusive;

(ii) on an employee's sixth (6th) consecutive day ~~of~~ work in a work week.

(b) Double an employee's rate will be paid:

(i) for all hours worked in excess of twelve (12) in any one (1) work day, except **as** provided in (ii) below;

(ii) for all hours worked in excess of eight **(8)** on a recognized holiday **as** provided herein;

(iii) for all work performed on an employee's seventh **(7th)** consecutive day of work in a work week.

(c) If an employee has been absent with a justifiable reason during the employee's schedule and works **on** a day off, then such employee shall be paid at the applicable overtime rate.

10.12 From the date of execution of this agreement, if an **employee is** required to work **for eleven** (11) hours or **more** in a day, then the employee will be allowed five **dollars** and fifty cents **(\$5.50)** for supper money for such day; payment thereof to be made on the same day or as **soon** as possible thereafter.

Effective January 1, 1988 = Six dollars (\$6.00).

10.13 Employees in the **same** classification and in the **same** department will be permitted to exchange shifts provided that such exchange is approved by the foreman in advance and that no penalties are incurred by the Company. **The** foreman's approval will not be unreasonably withheld.

10.14 An employee required to change shifts in mid-week shall **be** given at least seventy-two (72) hours written notice. If such notice **is** not given the employee shall **be** paid at the rate of time and one-half (1 1/2) for the first eight **(8)** hours of his **new** schedule.

ARTICLE 11 - REPORTING PAY AND CALL-IN PAY

- 11.01 An employee permitted to come to work for a period for which he was scheduled, without notice having been given to him or sent to his home that there would be no work, shall receive a minimum of four (4) hours pay at his appropriate hourly rate of four (4) hours work, unless the lack of work is caused by a matter not within the Company's control.
- 11.02 An employee called in to work during his off-hours shall be given a minimum of four (4) hours work at his appropriate hourly rate or pay equivalent thereto, unless such employee continues to work to his regular starting time.

ARTICLE 12 - BEREAVEMENT PAY

- 12.01 If the spouse, non-law spouse, parent, child, brother or sister of an employee dies, the Company will grant to such employee a three (3) day consecutive leave of absence, one of which days shall be the day of the funeral, and for each day during such leave on which such employee was scheduled to work he shall be paid eight (8) hours pay at his regular rate.
- 12.02 In the event of the death of a sister-in-law, brother-in-law, parents-in-law, or grandparents of an employee, the Company will grant a one (1) day leave of absence, and for such day of leave, if the employee was scheduled to work, he shall be paid eight (8) hours pay at his regular rate.

ARTICLE 13 - BULLETIN BOARD - NO UNION ACTIVITY ON PREMISES

- 13.01 The Company grants to the Union the use of a bulletin board in an accessible part of the plant for the exclusive use of the Union. Notices shall be approved by the Vice-president of Manufacturing before posting.

- 13.02 No union activities shall be conducted on the Company's property during working hours except, subject to Sections 4.01 and 4.02 above, the presentation of grievances or the conducting of collective bargaining negotiations.
- 13.03 Notwithstanding the above Section 13.02, the Union may hold local elections on Company premises with Company approval.

ARTICLE 14 - WAGES

- 14.01 The Company agrees to pay the rates set forth for said period in the "SCHEDULE OF JOB CLASSIFICATIONS" hereto annexed, **marked** "EXHIBIT A", and made a part hereof, subject however to the provisions of Section 14.03 below.

Each wage range has a spread of fifteen cents (\$0.15) per hour. The progression within each range is ten cents (\$0.10) per hour at the end of the employee's first (1st) month of employment as a new employee or on a new or higher-rated job, and the top of the range one (1) calendar month thereafter.

- 14.02 If a new job classification is created or an existing job is substantially changed during the term of this agreement, the Company will establish an appropriate hourly rate and will advise the chairman of the negotiating committee. If the rate established by the Company is not acceptable to the Union and negotiations do not result in a mutually acceptable rate, then the matter **may** be referred to arbitration.
- 14.03 The following premium differential shall be paid for the regular afternoon and night shift work **and** for work performed on Sunday:
- (a) A differential of forty cents (\$0.40) **per** hour over the day wage rate otherwise payable for the afternoon shift as defined in ARTICLE 10.04
 - (b) A differential of forty-five cents (\$0.45) per hour over the day wage rate otherwise payable

for the night shift as defined in ARTICLE 10.04.

- (c) A differential of seventy-five cents (\$0.75) per hour over the daily wage rate otherwise payable for scheduled work performed on Sunday.

The above premiums will not be paid when an employee is working at an overtime rate, and afternoon and/or night shift premiums will not be paid for work performed on Sunday.

- 14.04 The Company agrees to continue its Christmas gift plan of ten dollars (\$10.00) to each employee for each full year of service with the Company.
- 14.05 An employee who normally works off-shifts shall have the shift premium included in his plant holiday pay.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 The Company in its discretion may grant a leave of absence without pay to an employee, upon written request, for a period not exceeding one (1) year for personal reasons.
- 15.02 Any' employee who is elected or appointed to a position with the Union or with the Canadian Labour Congress shall, upon written request, be granted a leave of absence for his term of office, provided that not more than two (2) such leaves of absence shall be in effect at any one time. Such leave will be extended upon written request.
- 15.03 Any employee shall be granted leave of absence without pay to attend union conventions and conferences. Such leave shall be for the published time of the convention or conference plus reasonable travelling time to and from.

Such leave shall be limited to:

- (a) two (2) employees from each of Manufacturing and Packaging at any one time, to a maximum of forty (40) working days per year between Manufacturing and Packaging; and

(b) one (1) employee from each of Warehousing and Maintenance, at any one time, to a maximum of twenty (20) working days each for Warehousing and Maintenance.

15.04 Whenever an employee shall become pregnant, she will furnish both the Company and the Union with a certificate from her physician stating the approximate date of delivery, the nature of the work she may do, and the length of time she may, in the physician's opinion, continue to work. She shall be permitted to work in accordance with her physician's recommendations provided she is able to complete the normal requirements of the classification. If work of the nature permitted by her physician is not available or if she is not eligible for such work, or if the physician recommends the interruption of her employment, she shall be immediately granted a leave of absence of up to ninety (90) days after the date of delivery.

15.05 During the aforementioned leave of absence, seniority shall be preserved but shall not increase or accumulate except that:

(a) if the leave is for union purposes and is less than two (2) weeks, seniority shall accumulate; and

(b) if the leave is for personal reasons then seniority shall accumulate for three (3) months.

15.06 An employee who returns from a leave of absence shall be restored to his department and classification at its corresponding straight-time rate. In the event no vacancy exists in such returning employee's department, the returning employee shall displace the employee within the same department having the lowest seniority, provided that the seniority of the returning employee is higher than that of the displaced employee.

15.07 An employee who is called to jury duty will be granted a leave of absence as is necessary and will be compensated by the Company for the difference between the payment received for such duty and his regular pay. The employee shall present proof of service as a juror as well as the amount of pay

received for such service. When an employee is not required to be present to fulfil his jury duty, he shall present himself for work in the usual manner.

ARTICLE 16 - VACATIONS

- 16.01 Each employee who in any vacation year has been continuously employed by the Company for less than five (5) years shall be entitled to receive vacation credits and vacation pay in accordance with THE EMPLOYMENT STANDARDS ACT, Ontario, R.S.O., 1968, ch. 35.
- 16.02 Each employee who in any vacation year has been continuously employed by the Company for five (5) years or more but less than ten (10) years shall, unless he has already had his vacation for such year, be entitled to three (3) weeks vacation with pay.
- 16.03 Each employee who in any vacation year has been continuously employed by the Company for ten (10) years or more but less than twenty (20) years shall, unless he has already had his vacation for such year, be entitled to four (4) weeks vacation with pay.
- 16.04 Each employee who in any vacation year has been continuously employed by the Company for twenty (20) years or more shall, unless he has already had his vacation for such year, be entitled to five (5) weeks vacation with pay.
- 16.05 Vacation pay shall be paid prior to the employee taking his vacation. Each week of vacation pay shall be a sum equal to two percent (2%) of the employee's total earnings during the twelve (12) month period ending the preceding April 30th. For the purposes of computing vacation pay, sickness and accident indemnity benefits paid under this agreement and/or Worker's Compensation benefits (other than medical or hospitalization and/or total disability settlement payments) shall be included in total earnings.
- 16.06 The vacation period shall be from May 1st to April 30th of each year.

16.07 Allotment of vacations is reserved to the Company in order to ensure the orderly operation of the plant. Efforts, however, will be made to give employees their choice of vacation time, and where the Company has no preference, conflicts between individual employees as to the time of their vacation shall be resolved on the basis of seniority. The Company may schedule unused vacation time to coincide with a plant-wide department shut-down.

16.08 The Company *may*, but shall not be required to, grant paid vacation leave other than the regular vacation period. In no event, however, may vacations be accumulated from year to year.

16.09 In the event that the Company decides to shut down the plant for a vacation period, it is agreed that the Company will give sixty (60) days notice of such shut-down.

16.10 If an employee leaves the service of the Company and he has not had his vacation for that year, he will be compensated as follows:

- (a) for less than five (5) years service: in accordance with THE EMPLOYMENT STANDARDS ACT, Ontario, R.S.O., 1968, ch. 35;
- (b) for five (5) years or more of service: in accordance with the provisions of ARTICLE 16.

ARTICLE 17 - HOLIDAYS

- 17.01 The word "holidays", whenever use in this agreement, shall mean and include only:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Eve
Dominion Day	Christmas Day
Civic Holiday	Boxing Day
Floater Holiday	New Year's Eve

The date of the Floater holiday shall be agreed upon mutually to fall between December 24th, and January 1st.

- 17.02 Employees, other than probationary employees, not required to work on the above mentioned holidays will be paid one (1) days pay at their regular hourly rate provided that they have worked the last regular shift on the day immediately preceding the holiday and the first regular shift on the day immediately following the holiday, except where absence on such days is due to sickness, accident, lay-off, scheduled days off or prior Company approval and they have performed work for the Company in the week immediately preceding the holiday.
- 17.03 Employees required to work on the above mentioned holidays will be paid at one and one-half (1 1/2) times their regular hourly rate for the first eight (8) hours worked in addition to their holiday pay. Hours worked in excess of eight (8) will be paid in accordance with the provisions of ARTICLE 10.11 (b). Any employee scheduled to work who fails to report for work shall not be entitled to holiday pay unless he has an excuse for such failure acceptable to the Company.
- 17.04 If any of the holidays referred to in Section 17.01 of this article fall on a Saturday or Sunday, they will be observed **on the** Friday preceding or the Monday following, after discussion with the Union. The observed day will be deemed to be the holiday for the purposes **of** this article.
- 17.05 If the holiday falls on an employee's scheduled day off or during his annual vacation, he will be entitled to a days pay at his regular hourly rate in lieu of the holiday, or the corresponding time off at a time mutually agreed to by the employee and the Company.
- 17.06 Observance of the holiday shall be from 11:30 p.m. on the day preceding the day on which the holiday falls or the one on which it is observed, as the case may be.
- 17.07 In the event that a holiday, as recognized by ARTICLE 17, occurs on a Friday, employees will be paid on the Wednesday preceding the holiday.

ARTICLE 18 - HEALTH AND WELFARE PROVISIONS

18.01 The Company agrees to continue the pension plan which was in effect prior to the date of this agreement.

Effective January 1, 1987 pension shall be calculated at the rate of fifteen dollars (\$15.80) per month per year of service, and effective January 1, 1988 pension shall be calculated at the rate of sixteen dollars (\$16.00) **per** month per year of service.

18.02 A long-term disability plan shall be established under **the** existing pension plan to provide **payments** equal to accrued pension for ~~employees who~~ have attained forty **(40)** years of age and have ten **(10)** or more years of service.

Effective January 1, 1988, thirty-five (35) years of age and ten (10) or more years of service.

18.03 The Company agrees to contribute seventy-five percent (75%) of the premium **cost** and eligible employees agree to pay twenty-five percent (25%) of said premium cost by way of payroll deductions of the following insured plans:

(a) Ontario Health Insurance Plan

(b) Weekly Indemnity Insurance:

66 2/3% of straight-time earnings to a maximum of \$270.00 per week, first day hospitalization, first day accident, fourth day sickness for a period of fifty-two (52) weeks

Effective January 1, 1988 - maximum shall be \$290.00 per week.

(c) Group Life Insurance - **\$21,500.00**

Effective January 1, 1988 - \$23,000.00

(d) Accidental Death **and** Dismemberment- \$21,500.00

Effective January 1, 1988 - \$23,000.00

(e) Major Medical Insurance

Deductible - \$25.00 family

- \$15.00 single

- (f) Semi-Private Hospital Coverage - no deductible
- (g) Dental Coverage: under the Company wide plan of June 1, 1985 which includes the current O.D.A. schedule of fees and the following amendment:
 - i) eliminate the 80% co-insurance; and
 - ii) the yearly deductible is \$15.00 single and \$25.00 family and dependent unit.
- (h) An employee accepted by the insurance carrier as being entitled to weekly indemnity benefits will be paid those benefits by the Company until such time as the benefit is paid to the employee by the carrier.

The employee will be required to reimburse the Company any amounts so advanced within one (1) week of receiving payment from the carrier or within one (1) week of the carrier advising that the claim is not accepted.

Before the Company advances any money, the employee will be required to guarantee in writing that the Company will be reimbursed.

18.04 It is agreed that the commitment in Section 18.03 constitutes the total and only liability assumed by the Company under this agreement in respect of health, welfare and insurance.

18.05 The Company shall not be obligated to inaugurate any other new health, welfare, sick leave, pension or other welfare provisions.

18.06 It is agreed that an Employee is ineligible to participate in any of the insured plans covered in Section 18.03 unless he agrees to participate in 'all - Weekly Indemnity, Group Life, A. D. & D., Major Medical and Semi-Private coverage.

ARTICLE 19 - SAFETY AND SANITATION

19.01 The Company agrees to maintain proper sanitary and

safety conditions and, for the purposes of this agreement, sanitary and safety conditions shall be proper whenever the same conform with the applicable law.

19.02 A safety committee shall be established by the Company, comprised of two (2) company representatives and two (2) employee representatives, the latter to be designated by the Union, from the bargaining unit, to serve on the committee. In addition the Company Nurse shall be a member of the committee,

19.03 The function of the safety committee shall be to meet as often as is necessary, but not less than once a month, to review all matters concerning the health and safety of the employees. The committee shall make recommendations to the **Company** regarding safety and health and aid in educating the employees. Minutes of the meetings setting out the matters considered and action taken shall be maintained and **posted** regularly.

ARTICLE 20 - CHANGE OF POSITION - TRANSFER

20.01 If an employee is temporarily transferred to a job other than his regular job, he shall be paid the wage rate he is entitled to for his regular job unless such temporary transfer is for **two** (2) hours or more in any one (1) work day and is to a job having a higher rate than that of his regular job, in which latter case he shall, for the hours worked in each such day, be paid:

(a) a wage which is at the minimum of the rate range for the temporary job, or

(b) a wage which is five cents (**\$0.05**) per hour above the wage he is entitled to for **his** regular job,

whichever of the said **two** is higher, but in no event shall he be paid a wage which is greater than the maximum of the rate range of the temporary job.

20.02 (a) **If** an employee is permanently transferred to a new job which has a higher rate range than the

rate range of his old job, he shall thereafter be paid:

(i) a wage for his new job which is at the minimum of the rate range for the new job,

or

(ii) a wage which **is** equal to the wage he received for his old job;

whichever of the said two wages may be higher.

(b) If, in accordance with (a) above, such **transferred** employee receives a wage which is at the minimum of the rate range for the new job, then his progression within the range shall be the **same** as if he **were** a new employee.

(c) If, in accordance with (a) above, such transferred employee receives a wage which is greater than the **minimum** of the rate range for the new job, then he shall progress to the maximum **of** the rate range after **he** has completed sixty **(60)** working days in the new **job**.

(d) If an employee **is** permanently transferred to a new job which has a lower rate range than the rate range of his old job, he shall thereafter be paid a wage rate for his new job which is at the maximum of the rate range for **the new job**.

20.03 A change of position or transfer shall be deemed permanent if the Company advises the employee that it is permanent.

ARTICLE 21 - BARGAINING DURING TERM

21.01 **The** parties have had full opportunity to make, accept, and reject proposals and counter-proposals, and have in good faith arrived at the **terms** of this agreement. Notwithstanding the provisions of this agreement, each party hereto expressly waives any obligation or duty presently or hereafter imposed

by Dominion or Provincial law on the other party to bargain collectively or to negotiate with the other party over or pertaining to management rights or the exercise thereof, wages, hours, working conditions, pensions, insurance benefits, or any other terms or conditions of employment, or any other matter or subject whatsoever during the term of this agreement, whether or not any such matter or subject has been presented, discussed or resolved in the negotiations leading to this agreement, and each party acknowledges and agrees that no such obligation or duty exists.

ARTICLE 22 - MISCELLANEOUS

- 22.01 The Company agrees to contribute a maximum of fifty-five dollars (\$55.00) per pair in respect of a maximum of two (2) pair of safety shoes per employee per calendar year,

Effective January 1, 1988: Sixty dollars (\$60.08)
- 22.02 The Company agrees to provide two (2) smocks and one (1) shirt per year to female employees. Cleaning and upkeep of these smocks is the responsibility of the employee.
- 22.03 The Company agrees to provide three (3) changes per week of shirts and pants for male employees. Employee payment to laundry costs shall be fifty cents (\$0.50) per week. Any employee working in the powder area will be provided with five (5) changes per week.
- 22.04 All lost time accident reports and the analysis of the cause of the accident shall be posted.
- 22.05 The Company will make available two (2) winter jackets for receiving, eight (8) winter jackets for maintenance, and two (2) winter jackets for manufacturing, for use of employees required to work outside. The employees will guarantee that such jackets are maintained in good condition and the Company will replace jackets when it is deemed necessary.

22.06 Employees in the Classifications D2, D3 and D4 will be entitled to a tool allowance of seventy-five dollars (\$75.00) per contractual year, and effective January 1, 1988 one hundred dollars (\$100.00). This amount will be paid annually in January of each year and pro-rated for employees entering these classifications during the contract year.

ARTICLE 23 - NOTICES

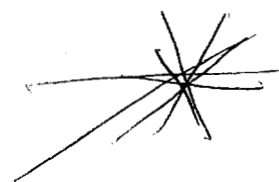
23.01 Any notice or demand required to be in writing shall be served personally on an executive officer of the party for whom it is intended, or may be sent by registered mail addressed to the party for whom it is intended at the address supplied by such party, and if such notice or demand is sent by registered mail it shall be deemed to have been duly given two (2) days after it is duly mailed in the City of Brampton, Ontario. Until written notice that different addresses are to be used:

Notice or demands to the Union shall be sent to the following:

- (a) The Energy and Chemical Workers Union, Local #819, or such other address as may be designated for such purpose by written notice given to the Company; and
- (b) The Chairman of the LePage's Limited unit of the Union, c/o LePage's Limited, 50 West Drive, Bramalea, Ontario, L6T 2J4.

Notices or demands to the Company shall be sent to the following:

- (a) Mr. Chuck Homer, Vice President and General Manager,
LePage's Limited,
50 West Drive,
Bramalea, Ontario.
L6T 2J4;
- (b) or such other person who may be designated for such purpose by written notice given to the Union,



ARTICLE 24 - DURATION OF AGREEMENT

24.01 This agreement shall remain in full force and effect from the date hereof to and including the 31st day of December, 1988, and shall automatically ~~renew itself~~ **thereafter** from year to year unless a written notice of desire to terminate or modify any portion or any of the terms hereof is given by either party to the others thirty (30) days prior to the expiration date of the current term. When either party gives such notice to the other of a desire to modify this agreement, within fifteen (15) days after such notice is given a joint meeting of the Company and the Union shall be held for the purpose of exchanging, discussing and negotiating such proposed modifications. Failure to agree on such modifications of this agreement shall not constitute or give rise to a difference or dispute or grievances under this agreement, and such failure to agree shall not be a matter which is arbitrable under this agreement. The party giving the other parties a notice of the proposed changes may nonetheless at the negotiating meeting add additional requests; the purpose of giving such advance notice being to facilitate the negotiations but not to limit either party.

24.02 During negotiations with the Company only the bargaining committee and no other persons shall be present on behalf of the Union. All members of the bargaining committee, except for the National Representative, must be employees of the Company and members of the LePage's Limited unit of the Union.

ARTICLE 25 - WAIVERS

25.01 The waiver in any particular instance, or series of instances, of any term or condition hereof, or any breach thereof by either party, shall not constitute a waiver, or any precedent for waiver, of any term or condition hereof, or any breach thereof, in any other instance, nor deprive such party of the full benefit of such term or condition.

ARTICLE 26 - PROVINCIAL LAWS CONTROLLING

26.01 In the event that any of the provisions of this agreement are found to be in conflict with any valid and applicable provincial law now existing or hereafter enacted, it is agreed that such law shall in no way affect the remainder of this agreement.

Executed this 9th day of
July, 1987.

SIGNED ON BEHALF OF:

LePAGE'S LIMITED

ENERGY AND CHEMICAL
WORKERS UNION,
LOCAL #819

C. Homer

Pat Newse
Annie McCoy
A. Marshall
Herbert Kendall

EXHIBIT "A"

<u>CLASSIFICATION</u>	<u>EFFECTIVE ON</u> <u>JANUARY 1st, 1987</u>		<u>EFFECTIVE ON</u> <u>JANUARY 1st, 1988</u>	
	Minimum	Maximum	Minimum	Maximum
<u>A-1</u> MATERIAL HANDLER	11.05	11.20	11.50	11.65
<u>A-2</u> TURRET TRUCK OPERATOR & RECEIVER	11.27	11.42	11.73	11.88
<u>B-1</u> CHEMICAL OPERATOR	11.76	11.91	12.24	12.39
<u>C-1</u> PACKER	10.37	10.52	10.79	10.94
<u>C-2</u> PACKAGING OPERATOR	10.70	10.85	11.13	11.28
<u>D-1</u> SWEEPER AND JANITOR	10.63	10.78	11.06	11.21
<u>D-2</u> MAINTENANCE HELPER	11.22	11.37	11.67	11.82
<u>D-3</u> MAINTENANCE CLASS "B" & PACKAGING SET-UP	12.31	12.46	12.81	12.96
<u>D-4</u> MAINTENANCE MECHANIC & PACKAGING MECHANIC	13.47	13.62	14.01	14.16

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1. An employee designated as Lead Hand shall be paid a premium of forty cents (\$0.40) per hour.
 2. Cost-of-living Allowance will be applied starting December 1, 1988 if specified conditions exist.
 3. Packers working on Panite shall receive a premium of ten cents (\$0.10) per hour for each hour worked thereon.

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