



**Ault Foods Limited**  
**Les Aliments Ault Limitée**

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SOURCE	CO		
EFF.	96	03	01
TERM.	99	02	28
No. OF EMPLOYEES	285		
NOMBRE D'EMPLOYÉS	AMM		

September 26, 1996

Bureau of Labour Information  
 Collection Agreements Unit  
 Government of Canada  
 Ottawa, Ontario  
 KIA 0J2

Attention: Collective Agreements

Dear Sir/Madam

Re: Collective Agreement

Enclosed please find a copy of the following Ault Foods Limited collective agreement recently negotiated and signed:

\* Black Diamond Cheese, a Division of Ault Foods Limited  
 Black Diamond Cheese Employees Independent Union  
 March 1, 1996 to February 28, 1997

Yours truly,  
 AULT FOODS LIMITED

Jennifer Lamb  
 H.R. Associate

OCT 1 1996

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This AGREEMENT entered into as of the

1996.

BETWEEN:

**BLACK DIAMOND CHEESE**

A division of Ault Foods Ltd.  
hereinafter called "The Company",

*OF THE FIRST PART*

-and-

**BLACK DIAMOND CHEESE EMPLOYEES  
INDEPENDENT UNION.**

Local 555

Affiliated with the C.E.P., C.L.C., O.F.L.,  
hereinafter named and called "The Union",  
*OF THE SECOND PART*

**ARTICLE I  
Purpose**

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

**ARTICLE II  
Relationship**

2.01 The Company agrees that there will be no discrimination, interference or coercion exercised or practiced by the Company or by any of its representatives with respect to any employee because their membership in, or connection with the Union.

2.02 The Union agrees that there will be no Union activity during working hours except that which is necessary in connection with negotiations and the handling grievances as hereinafter provided.

**ARTICLE III  
Union Recognition**

3.01 In accordance with the certification issued by the Ontario Labour Relations Board on April 27, 1984, the Board doth certify Black Diamond Cheese Employees Independent Union as the bargaining agent of all employees of Black Diamond Cheese, a Division of Ault Foods Ltd., in Belleville, Ontario, save and except supervisors, persons above the rank

of supervisors, office and sales staff and maintenance stock room personnel.

3.02 The employees who do not belong to the bargaining unit are not allowed to do the work of a member of the bargaining unit if the work can be accomplished by employees covered by Union certification, except in the following cases: training, teaching or development purposes, or on a temporary basis during the period necessary to find a substitute when one or more employee(s) require(s) help or must be replaced.

#### **ARTICLE IV Management Rights**

4.01 The Union acknowledges that it is the exclusive function of the company to:

- a) Maintain order, discipline and efficiency;
- b) Hire, discharge, suspend, transfer, promote, demote or otherwise discipline employees, for proper cause, provided that a claim of discriminatory promotion or demotion, or a claim that an employee has been discharged or disciplined without proper cause, may be the subject of a grievance and dealt with as hereinafter provided.
- c) Make maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employee, and
- d) Generally to manage the industrial enterprise and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all jobs, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Company's operation not otherwise specifically dealt with elsewhere in this agreement, provided that this will not be used for the purpose of discrimination against any employee or the Union or to avoid any of the provisions of this agreement.

#### **ARTICLE V Strikes and Lockouts**

5.01 The Company agrees that it will not cause or direct any lockout of it's employees and the Union agrees that there will be no strikes or other collective action detrimental to the relationship and purpose of this agreement.

#### **ARTICLE VI Union Security**

6.01 The Company will deduct from the wages payable to all employees excluding students an amount equivalent to the regular monthly dues

of the Union and/or the amount of any uniform assessment. The company will remit such deductions, along with a list showing the name and the rate of pay of the employees from whom the deductions were taken, to the Secretary-Treasurer of the Local Union by the 18th of the following calendar month.

6.02 As a condition of continued employment all present and future hourly rated employees covered by this agreement, must in addition to applying for and maintaining membership in the Union, execute a written authorization in the form set out in the Labour Code of Ontario for the deduction referred to in Section 6.01.

6.03 The provision of Section 6.01 will only have application upon receipt by the Company of written authorization in the form set out in the Labour code of Ontario.

6.04 The Union agrees that it will indemnify and save harmless the Company from any and all claims and disputes that may arise through any internal Union disputes or by it acting hereunder.

6.05 An employee, upon request, will have the right to review their disciplinary record either individually or jointly with their steward or Union Officer in the presence of the employees Supervisor or a Management Representative. Disciplinary letters etc. will be removed from employees records after fifteen (15) months from the month of issue.

6.06 During the life of this Contract any reduction in the work force on a permanent basis will be the subject of discussion with the Union. If the Company plans plant closure, reduction of staff or anticipates that the introduction of a new technology in the form new equipment will result in employees, whose immediate jobs are directly altered thereby, being placed in a different occupational classification or being removed from their occupational classification due to lack of work, then when the company knows the changes that are expected to apply to these employees, it will arrange for an early discussion of these changes with the Union. The Company shall notify the Union Executive three (3) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of employees.

6.07 The employer agrees to acquaint new employees with the fact that a collective agreement is in effect and to introduce a new employee to a member of the Union Executive.

6.08 Within one month of signing this agreement and every six months thereafter, or as otherwise agreed, the Company will provide to the president or Chief steward of the Local Union the following information:

- a) A seniority list showing employee's name, clock number, seniority date and current job classification.

- b) An address list showing names, addresses, postal codes and telephone numbers, as currently indicated in the Company records.
- c) The company will inform the Union of any changes to the above information as soon as they are informed.

6.09 The Company will provide bulletin boards in mutually satisfactory locations throughout the plant for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the Local Union and submitted to the Plant Manager or their authorized representative for approval before being posted.

6.10 In the conduct of the business the company will, at times, and for various reasons have the need for outside contractors (e.g. to address peaks in workload and emergency situations, for legitimate economic reasons, when a lack of expertise or specialized equipment exists, major capital renovations and installations).

However, the company agrees that contractors will not be used with the express purpose or intent of displacing an employee covered by this agreement. The intent of this agreement is to fully utilize employees to their maximum available time and resources and to achieve the common goal of reducing the use of contractors and costs.

The Executive Committee will review current contract work in light of this agreement. The Executive Committee will also actively seek ways of avoiding unnecessary contracting out.

## **ARTICLE VII Representation**

7.01 (a) In addition to Stewards as detailed in Article 8.04 the Company will recognize three (3) Union Committees as follows:

1. Executive committee consisting of six (6) employee members.
2. Grievance committee consisting of three (3) employee members.
3. Negotiating Committee consisting of six (6) employee members.

(b) Meetings between the Company and the Union Executive committee will be held as may be necessary. Matters to be discussed at any such meeting shall be listed in an agenda to be submitted by either party at least seventy-two (72) hours, excluding Saturdays, Sundays and recognized holidays as described in Article 22.01 of this agreement, prior to the day upon which the meeting is to be held.

(c) The Union will notify the Company in writing of the names of Stewards and the names of Union Representatives on the committees provided for in this article within seven (7) calendar days of their appointment.

d) The Company will compensate the Negotiating Committee for a regular shift's pay for time spent in negotiations provided the timing and duration of negotiating meetings are mutually agreed between the Company and the Union.

**ARTICLE VIII**  
**Qualifications of Stewards, Officers**  
**and Members of Committees**

8.01 The Union agrees that employees shall not be eligible to serve as Officers, Stewards, or members of any Union Committee until after they been on the seniority list.

8.02 The Union acknowledges that Officers, Stewards, and members of Committees have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without obtaining the permission of their foreperson or immediate supervisor. Such permission shall not be unreasonably withheld.

8.03 It is clearly understood that Union Officers and Stewards will not absent themselves unreasonably in order to deal with the grievances of employees and therefore the Company will compensate such employees for time spent handling grievances up to and including Step 3 at their applicable rate of pay and that this does not apply to time spent on such matters outside normal plant working hours.

8.04 The Company acknowledges the right of the Union to appoint or otherwise select up to seven (7) Stewards plus a Chief Steward. Alternate Stewards may be appointed should a regular Steward be on lay-off or leave of absence.

**ARTICLE IX**  
**Grievance Committee**

9.01 The Company acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of not more than three (3) employees, one of which will be the Steward where the grievance arises. At no time will the grievor be part of the Grievance Committee. However, this does not prevent the grievor from being present during one of the steps of the grievance procedure if the Grievance Committee so requests.

**ARTICLE X**  
**Grievance Procedure**

10.01 The parties of this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. If an employee has a complaint, it shall be discussed with their immediate supervisor (or in their absence, the Production manager or their designate). At this Meeting the Union Steward or chief steward may



be present. The complaint will be taken up within (7) working days after the circumstances giving rise to a complaint that has occurred.

10.02 If such complaint is not settled to the satisfaction of the employee concerned within twenty-four (24) hours (Saturdays, Sundays and recognized holidays excluded), of the discussion with their immediate supervisor in Article 10.01, then the following steps of the grievance procedure may be invoked within a further three (3) working days.

10.03 Step No 1;

The Steward shall state the nature of the grievance of the employee in writing, including the section or sections of the contract that are alleged to have been violated and the adjustments requested, and shall deliver a copy to the immediate supervisor of the employee concerned or, in their absence, the Production Manager or their designate. The supervisor or their designate shall state their decision or their refusal to make a decision in writing with appropriate reasons and deliver a copy to the Steward within three (3) working days. Failing settlement:

10.04 The Steward (or in their Absence the Chief Steward). shall upon receiving the written answer to the grievance, take the matter up with the Grievance Committee, which may in turn, if deemed necessary, take the matter up with the representatives of the Company within three (3) working days (Saturdays, Sundays and Recognized holiday excluded), or at a time mutually agreed upon by Management and the Union.

10.05 Step No. 2

If the grievance is not settled at this meeting or within three (3) working days thereafter or within any longer period which may be mutually agreed to then the grievance shall be taken up as follows:

10.06 Step No. 3:

A meeting will be held with the Grievance Committee and the Operations manager or their designated representative of the Company. A representative of the Communications, Energy and Paper Workers Union may be present if required by the Union. If the grievance is not settled within a period of three (3) working days, or within any longer period as may be arranged at the time, then at the request of either party, the grievance may be referred to arbitration.

10.07 If arbitration is to be invoked, the request for arbitration must be made in writing within seven (7) working days (Saturdays, Sundays and Recognized Holidays excluded), after the grievance has been dealt with in Step No.3.

10.08 It is understood that a Steward or Chief Steward may intercede on behalf of the Steward's constituents on alleged contract violations regardless of whether or not the action was instituted by an individual or group on their behalf.

**ARTICLE XI**  
**Arbitration**

11.01 a) When either party requests that a grievance be submitted to arbitration by an arbitrator appointed by the parties they shall make such request in writing addressed to the other party to this Agreement.

b) If the parties cannot agree on the choice of an arbitrator referred to in section 11.01(a) either party may request the Ministry of Labour of the Province of Ontario to appoint such an arbitrator. The decision of the arbitrator shall be final and binding on both parties.

11.02 Notwithstanding Section 11.01 either party may decide, by notifying the other party in writing, to submit the grievance to a Board of Arbitration composed of one person appointed by the Company, one person appointed by the Union and a third person to act as Chairperson chosen by the other two (2) members of the Board. Should the nominees to the Board fail to agree on the chairperson either party may request the Minister of Labour of the Province of Ontario to name the Chairperson.

11.03 No person may be appointed as a nominee or an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

11.04 The parties shall jointly and equally bear the expenses of the Arbitrator or the Chairperson to a Board of Arbitration. Each party shall, whenever required, bear the expense of its nominee to a Board of Arbitration.

11.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

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

11.07 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board will be final and binding upon the parties hereto.

11.08 At any stage of the grievance procedure including arbitration the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses.

**ARTICLE XII**  
**Discharge Cases**

12.01 a) In the event an employee is discharged and they feel they have been discharged unjustly, they shall file their grievance commencing with section 10.06, STEP 3, WITHIN THREE(3) WORKING DAYS OF THE DISCHARGE.

b) While probationary employees may not be discharged without just cause it is recognized by the parties that a lesser standard exists for just cause when determining whether an employee on probation is a suitable candidate for continuing employment.

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

12.03 When an employee has been dismissed, they shall have the right to interview their Steward for a reasonable period of time before leaving the plant premises.

**ARTICLE XIII**  
**Management**

13.01 It is understood that the Management may bring forward at any meeting held with the Union Grievance Committee any complaint with respect to the conduct of the Union, its officers, committee members, or stewards, and that if such complaint by management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

13.02 It is further understood that the Executive committee may bring forward at any meeting with management any complaints with respect to the conduct of the Management personal which affects the members of the Union and that if such complaint is not settled to the mutual satisfaction of the conferring parties, Step No.3 of the grievance procedure will automatically be invoked.

**ARTICLE XIV**  
**Seniority**

14.01 (a) All employees shall be on probation until they have completed forty-five (45) days of work for the Company in any nine (9) consecutive month period, following which they shall become regular employees and will be given plant seniority credit for 45 days prior to the date on which they became a regular employee.

(b) Clock numbers will be assigned on the basis of plant seniority.

If two or more employees complete the probationary period on the same day clock numbers will be determined by a lottery system.

(c) The plant seniority of an employee means the length of continuous service with the bargaining unit since the seniority date established in section 14.01 (a).

14.02 **An** employee promoted out of the bargaining unit shall continue to accumulate seniority for ninety (90) calendar days from the effective date of the promotion. If an employee is returned to the bargaining unit by the Company, within the ninety calendar day period, due to a reduction in the work force or for other reason the employee shall displace the employee with the least amount of plant seniority in a classification for which they are qualified to perform.

14.03 (a) **An** employee shall lose their seniority and their employment shall be deemed terminated upon the following conditions:

1. The employee quits or resigns for any reason;
2. The employee is discharged for just cause and not reinstated by the grievance procedure;
3. The employee retires or is retired;
4. The employee is laid off for a period of fifteen (15) months or more;
5. When the employee fails or refuses to return to work after a lay-off, within seven (7) work days without a reasonable excuse after notice in writing by the Company has been sent by registered mail to their last known address, recalling the employee to work. A copy of this letter shall go to the Union Executive.

(b) The company will inform the President or the Chief Steward of the local union when an employee with seniority has been terminated in accordance with the provisions of Section 14.03 (a).

#### **ARTICLE XV Leaves of Absence**

15.01 (a) The Company may grant a leave of absence without pay to any regular employee for legitimate personal reasons. Except in emergency situations, thirty (30) calendar days notice is required. Any person who is absent with permission shall accumulate seniority during such leave of absence.

(b) Where extended overseas travel to visit relatives is involved, a one week leave of absence without pay will be granted subject to the following provisions:

1. Total length of absence from the plant not to exceed four (4) weeks.
2. Only two (2) employees will be granted leave in a calendar year for the above purpose. Any further leaves could be granted solely at the discretion of the Company.
3. Seniority shall govern leaves granted but is restricted to once in a five (5) year period.
4. If the Plant operations are curtailed the leave can be disallowed.

#### 15.02 Leave of Absence for Union Business:

Regular employees not exceeding three (3) in total from the plant at any one time, shall be granted a leave of absence without pay for a specified period of up to ninety (90) calendar days. **An** employee on an approved leave of absence for the Union business may, with at least seventy-two (72) hours notice prior to the expiration of leave, apply for an extension. Consistent with the need to maintain efficient plant operations the leave may be extended. Consistent with the need to maintain efficient plant operations additional stewards and members of the Union committees, as recognized in Article 7, may request a leave of absence without pay for Union business. Such leave for additional employees shall not exceed ninety (90) calendar days.

The Company will pay employees on an approved leave of absence for Union business at their regular rate for their regularly scheduled hours. The Union will promptly reimburse the Company in full, by cheque.

#### 15.03 Leave of Absence for Public Office:

Any employee elected to Municipal, Provincial, or Federal public Office which requires the full time services of the employee will be granted a leave of absence without pay and without loss of seniority for the term of office to which the employee is elected.

#### 15.04 Leave of Absence for Sickness or Injury:

Any regular employee who is absent because of sickness or injury, will be granted leave of absence without pay and will retain and accumulate seniority up to twenty-four (24) months at which time an employee will continue on an unpaid leave of absence without further accumulation of seniority. An employee exercising rights under this clause, must notify the Company at the earliest possible time when they will be able to return to work and must satisfy the Company that they are capable to return. Such an employee will be returned to their former job if such job is in existence and providing their return is in accordance with seniority. After an excessive absence from the job due to sickness or injury, a reasonable time of instruction, and assistance will be recognized. Notwithstanding Section 15.05 the Company agrees to continue its present contributions towards the premiums for the benefit plans covered by this agreement with respect to regular

employees absent due to sickness or non-compensable injury for a period of thirty (30) weeks from the date of the first absence due to sickness or injury. Following the thirty (30) week period any further coverage would be subject to 15.05

15.05 Employees while on leave under the foregoing provisions are responsible for the full cost of any benefit plans to which they subscribe. Arrangements must be made with the Human Resources Department for payment of premiums.

#### 15.06 Parental Leave of Absence:

A regular employee shall be granted Pregnancy and Parental leave as defined in the Employment Standards Act.

Employee benefits will be maintained and seniority will continue to accumulate during the above leave.

15.07 All requests for leave of absence must be in writing and will be replied to in writing except in cases of emergency. In such cases the employee will notify the Company as soon as possible.

15.08 The Company agrees to notify the Union when an employee is granted a written leave of absence.

15.09 A leave of absence may be granted upon notification to the Company, if circumstances beyond the control of the employee delay their return to work from vacation. This leave will not be unreasonably withheld.

#### 15.10 Bereavement Leave

(a) If requested by an employee who has completed the probationary period a leave of absence of up to five (5) working days with pay will be granted in connection with and coincidental with the funeral service of the employee's current spouse or child provided such leave of absence is for day(s) on which the employee would otherwise have been scheduled to work. An additional day will be granted when an employee is required to travel five hundred (500) miles or more.

(b) If requested by an employee who has completed the probationary period a leave of absence of up to three (3) working days with pay **will** be granted in connection with and coincidental with the funeral service of the employee's parents or legal guardian, sister, brother, grandfather, grandmother, grandchildren, current father-in-law, mother-in-law, sister-in-law, brother-in-law, grandfather-in-law and grandmother-in-law. An additional day will be granted when an employee is required to travel five hundred (500) miles or more.

(c) If requested by an employee who has completed the probationary period a leave of absence for one (1) working day with pay will be granted for the purpose of attending the funeral of an aunt or uncle

as well as the aunt or uncle of the employee's current spouse. An additional day will be granted when an employee is required to travel five hundred (500) miles or more.

(d) The relatives referred to in this section (15.10) are deemed to include those related through adoption and recognized common law relationships.

#### 15.11 Jury Duty and Subpoenaed Witness Pay:

The Company will pay the employee the difference between what is received for jury duty pay and what is normally received for the employee's regular work day each day the employee is required to serve. The Company will pay the employee what is normally received for the employee's regular work day for the time the employee is required to be a subpoenaed witness.

### **ARTICLE XVI Health and Safety**

16.01 The Company and the Union recognize the right to refuse unsafe work contained in the Occupational Health and Safety Act. The Company will post a copy of this provision in the work place. The Company and the Union support this right. If the legislation changes the Company and the Union will meet to create a process for resolving work refusals.

16.02 a) The company will make reasonable provisions for the safety and health of the employees during their hours of employment. The Company will provide a posted policy pertaining to transportation for injured workers.

b) The company and the Union agree that it will recognize a Health and Safety Committee consisting of three (3) members appointed by the Company and three (3) regular members and up to two (2) alternates appointed by the Union. The purpose of the Health and Safety Committee will be to identify hazards, investigate incidents, analyze incidents and data and make recommendations for the improvements of Health and Safety in the plant.

16.03 Effective the date of ratification employees who have acquired seniority will be eligible to receive, upon submission of a proper receipt, reimbursement from the Company of up to a maximum of ninety-five (95) dollars toward the purchase of C.S.A. approved safety boots or shoes in the contract year.

16.04 The Company agrees to pay all regular employees their regular rate of pay for such a period as necessary to ensure that the employee does not lose any pay between the time of the accident and the time compensation begins, providing the accident is compensable under the Worker's Compensation Board's rules and regulations. The Company will not pay employees for absence from work caused by medical appointments.

**ARTICLE XVII**  
**Credited Service**

17.01 Credited service will be defined as accumulated service with Black Diamond Cheese after December 1, 1987. For those employees hired after December 1, 1987 credited service will start accumulating the day following the completion of the probationary period and the employee will then be given forty-five (45) days credited service.

17.02 a) Employees will be credited with service during the following absences but only after the employee has returned to work from such period of absence, promptly upon being able to do so:

1. Absences up to twenty-four (24) months due to sickness or accident, where such absence is supported by acceptable medical evidence.
2. Approved absences due to vacation, jury service and bereavement.
3. Authorized leave of absence up to a maximum of thirty (30) days for each leave of absences.

(b) Credited service will not accumulate during periods of lay-off, during a strike or lock out or during periods of absence in excess of twenty-four (24) months due to sickness or accident.

17.03 The credited service of an employee shall be considered broken, and there shall be no obligation to rehire when:

- 1) The employee quits or resigns for any reason;
- 2) The employee is discharged for just cause and not re-instated by the grievance procedure;
- 3) The employee retires or is retired;
- 4) The employee is laid off for a period of fifteen (15) months or more;
- 5) The employee fails or refuses to return to work after a lay-off, within seven (7) work days time without a reasonable excuse after notice in writing by the company has been sent by registered mail to the employees last known address, recalling the employee to work.

17.04 It is understood that credited service shall not mean seniority and applies only where it is specifically referred to in the Collective Agreement.



**ARTICLE XVIII**  
**Hours of Work**  
**Lunch and Rest Periods**  
**Guarantees**

18.01 Jobs in Class 2,3,4,5,6,7,8, Maintenance and Laboratory are eight and one-half (8 1/2) hours per day Monday to Friday inclusive, day and afternoon shift.

Jobs in Class 2,3,4,5,6,7,8, Maintenance and Laboratory are eight and one-half (8 1/2) hours per day Sunday to Thursday inclusive, night shift.

**Normal Hours (excluding the natural area)**

Day Shift:	7:00 a.m. to 3:30 p.m. (Monday through Friday)
Afternoon Shift:	3:30 p.m. to 12:00 a.m. (Monday through Friday)
Night Shift:	10:30 p.m. to 7:00 a.m. (Sunday through Thursday)

**Note:** The start times mentioned above may be earlier for some jobs, if it is required, in order to have the lines ready to run.

Sanitation Shift:	10:00 p.m. to 6:30 a.m. (Monday through Friday)
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**Normal Hours (natural area)**

In order to allow staggered starts of the natural area lines, the start times may be varied within the following guide lines:

Day Shift:	6:00 a.m. to 8:00 a.m. (Monday through Friday)
Afternoon Shift:	2:30 p.m. to 4:30 p.m. (Monday through Friday)
Night Shift:	11:00 p.m. to 1:00 a.m. (Sunday through Thursday)

When there is more than one start time within the same job posting the senior employee will be allowed to choose their preferred start time.

18.02 Jobs in Class 1 are eight (8) hours per day Monday to Friday inclusive, day and afternoon shift.

Jobs in Class 1 are eight (8) hours per day Sunday to Thursday inclusive, night shift.

**Normal Hours (excluding the natural area)**

Day Shift: 7:30 a.m. to 3:30 p.m.  
(Monday through Friday)

Afternoon Shift: 3:30 p.m. to 11:30 p.m.  
(Monday through Friday)

Night Shift: 11:30 p.m. to 7:30 a.m.  
(Sunday through Thursday)

**Normal Hours (natural area)**

In order to allow for the staggered start times in the natural area the company will be allowed to vary the start times within the following guide lines:

Day Shift: 6:30 a.m. to 8:30 a.m.  
(Monday through Friday)

Afternoon Shift: 2:30 p.m. to 4:30 p.m.  
(Monday through Friday)

Night Shift: 10:30 p.m. to 12:30 a.m.  
(Sunday through Thursday)

When there is more than one start time within the same job posting the senior employee will be allowed to choose their preferred start time.

18.03 a) The shift and hours arrangements outlined in schedule 18.01 and 18.02 could be subject to change. In order for this to be accomplished, discussions between the Company and Negotiating Committee will be held. Failing agreement the matter will be submitted to an arbitrator in accordance with the provision of Article 11.

(b) It is the intention of the Company, unless circumstances necessitate a change to leave employees on a shift for a period of one week. The Company will notify the employees on Thursday of each week what their shift change will be for the Monday of the following week. This clause is not meant to imply that there will be regular shift rotation.

(c) When there is a requirement for employees to be temporarily transferred to their posted shift the temporary vacancies will be filled in order of seniority provided that the transfer does not negatively impact the efficient operation of the plant. Notwithstanding Article 18.03(b) employees temporarily transferred to the day shift may be recalled to the afternoon shift with twenty-four (24) hours notice if required by the Company.

18.04 a) Employees, on all shifts shall be granted a twenty (20) minutes paid lunch period.

(b) **An** employee who is expected to continue at work for more than three (3) hours past their regular quitting time will receive a twenty (20) minute lunch period with pay.

18.05 a) The company will grant a rest period of twelve (12) minutes in the first half and twelve (12) minutes in the second half of each shift. The periods to be allotted at the discretion of the Department Supervisor.

(b) The company will grant a twelve (12) minute rest period in overtime, provided the overtime exceeds two (2) hours. The foregoing shall be repeated every four (4) hours thereafter.

(c) Lunching and smoking on Company premises will be confined to areas designated by the Company.

18.06 The company agrees that once a regular employee starts a work week there will be work for the balance of the employee's scheduled work week or pay in lieu, providing the employee is available for work during the employee's scheduled hours for the balance of the week, unless the reason for the lack of work is beyond the control of the Company. The employee must be willing to do the available work offered by the Company.

It is understood that the Company does not Guarantee work or pay in lieu under this section for employees substituting for absent employees.

18.07 Employees reporting for work at their scheduled time, unless notified not to report, shall be guaranteed their scheduled hours of work or pay in lieu thereof, provided the reason for lack of work is not beyond the control of the Company and the Company did not have reasonable time to notify the employees prior to their scheduled starting time.

18.08 Good attendance is the personal responsibility of each employee. Failure of an employee to be on the job promptly and regularly inconveniences fellow employees and adversely affects the efficient operation of the business. Such behaviour can result in corrective action up to and including termination of employment.

Employees are expected to report all absences, detailing the reason and duration of the absence, to the Supervisor on duty as soon as they know they will be unable to report to work at the start of their scheduled shift.

**Article XIX**  
**Overtime Provisions**  
**Call in Pay**

19.01 Overtime shall be paid at the rate of one and one half (1 1/2) the regular rate for all work:

- a) in excess of normal hours a day or shift for employees working under Article 18.01
- b) in excess of normal hours a day or shift for employees working under Article 18.02
- c) on, Saturdays, Sundays and paid plant holidays.

19.02 a) Double the regular rate shall be paid for all hours worked in excess of twelve and one-half (12 1/2) hours on any day or shift for employees under Article 18.01 and in excess of twelve (12) hours for employees under Article 18.02, on any day or shift, Monday to Friday inclusive.

(b) Double the regular rate shall be paid for all hours worked in excess of four (4) hours on Sundays and paid plant holidays.

A day when mentioned in this Agreement is the twenty-four (24) hour period from 6:00 a.m -6:00 a.m. the following day.

19.03 a) Subject to the provision of 19.03 C, D and E overtime will be assigned on the basis of seniority to available employees who can, without assistance, perform in a satisfactory manner the work required to be done. It is agreed, however, that the seniority provision in distributing overtime will be waived for overtime required on production trials and/or research and development work.

- b) The company will give the employees as much notice as possible when overtime is required.
- c) Once an employee has indicated their agreement to work an overtime shift, the employee will be committed to working the shift in the same manner as an employee would any normal shift.
- d)
  - i. Preference for overtime in the maintenance unit for overtime with respect to jobs already in progress at the end of a shift will be given to the employee on the job.
  - ii. Preference for overtime in operating units with respect to jobs already in progress at the end of shift will when such work is not expected to exceed three (3) hours be given to the senior employee(s) on the shift who can without assistance perform the work in a satisfactory manner.
  - iii. Preference for emergency overtime on the sanitation shift, of three (3) hours or less from Monday to Friday inclusive, will be given to the senior employee(s) already at the plant who can, without assistance, perform the work in a satisfactory manner.
- e) Nothing in the provision of this agreement shall be interpreted as obligating the company to schedule an employee to work more than thirteen and one half (13 1/2) consecutive hours or more than thirteen

and one half (13 1/2) hours in a day. There must be at least six (6) hours between shifts before they are not considered consecutive. The thirteen and one half (13 1/2) hours may be extended to sixteen (16) in emergencies.

f) **Scheduled Overtime Procedure:**

1. Overtime opportunity listings will be posted as soon as is practical with interested employees affirming their interest to work the scheduled overtime by identifying the classification and signing their name and where required their clock number. If any of the required information is missing the employee will not be eligible for the overtime opportunity.

2. The overtime opportunity listing will indicate when the work is required, or expected to be performed, when the listing will be removed from the bulletin board and when employees can expect the overtime schedule to be posted.

3. Employees may sign only one side of the overtime sheet (either class 1 or class 2-8). If an employee signs both sides the company has the right to place that employee where needed. The first priority in assigning jobs is that the most senior employees as possible are awarded the overtime. Senior employees will be allowed their preference of job assignment as long as the first priority is met.

4. If after the day and afternoon shift schedules have been posted and more employees are required the employees on the original posting will be asked (they have the right to refuse at this point however). A revised schedule of employees will then be posted.

5. If still more employees are required after the posting is taken down or additional overtime work becomes available an additional overtime sheet will be posted for a 24 hour period. If time does not permit 24 hours the time which the posting will be taken down will be stated on the posting.

6. In cases other than as defined in Section 19.03(d) where overtime is immediately required and the company is unable to schedule overtime in accordance with the provisions of Sections F1 to F5 inclusively the company will make every reasonable effort to contact the qualified employee(s) in order of seniority. If the senior qualified employee has been inadvertently missed for overtime the employee shall be paid for the applicable hours of overtime missed at the appropriate overtime rate.

7. If an error is made in the scheduled over time the employee will at the earliest possible time prior to the overtime being worked make every reasonable effort to notify the company. Should the employee not make every reasonable effort to notify the company of the error prior to the overtime being worked they

shall have no claim to the missed overtime.

19.04 If an employee is not notified before leaving a work period that the employee's services will be required before the next work period and the employee is requested to report to work between such work periods then the employee will be paid time and one-half for hours worked (not less than an amount equal to four (4) hours at one and one-half (1 1/2) times the regular rate).

## **Article XX Job Posting**

20.01 a) Where a job vacancy occurs or a new job is created, the Company will post notice of the vacancy for two (2) working days (Saturdays, Sundays and Recognized Holidays excluded). The notice shall set out a general outline of the job and qualifications required for the job, classification wage rate and shift. Candidates applying for the job will be considered according to the following factors:

(i) Seniority (ii) Skill, ability and efficiency. Where factors (ii) between candidates are relatively equal in the judgement of the Company, factor (i) shall govern, providing the employee has the necessary ability to perform the job in question. The Company recognizes that certain posted positions require more skills than others and intends to maintain training in order that employees may upgrade these skills so that they may become more proficient in their jobs. Management will maintain the right as to when to begin or cease the training. Training will normally start as soon as possible.

Such decisions being subject to the grievance procedure.

A decision on job posting will be made within five (5) days unless mutually agreed upon.

b) When an employee has completed the probationary period, that employee will be eligible to bid out of Class one (1) into class two (2), whenever a posting is available.

Only those employees in the core complement will be allowed to bid into a classification above class two (2). Employees who are in the core complement because of absenteeism will not be allowed to bid into a classification above class two (2).

No employee in a classification above Class two (2) will be allowed to get off their job for a period of up to one (1) year, unless they are applying for a vacancy on a different shift.

c) It is understood and agreed that all job vacancies that need to be filled for more than thirty (30) working days, and which operate more than twenty-eight (28) hours per week shall be posted.

d) When a new job is created or an existing job has been changed, the Company agrees to discuss with the Union Committee the appropriate classification prior to posting. Failing agreement the dispute will be taken up with the Plant Manager or designate and representative of the Union if requested by either party. Failing agreement the matter will be submitted to a single arbitrator.

e) No employee, other than through the application of Article 23 or 20.01 (1), shall be transferred to another job within the bargaining unit without the employee's consent. If an employee consents to being transferred to another job, the employee shall have the right to return to their former job within five (5) working days. It is agreed that this consent will not be unreasonably withheld.

f) Rate protection is designed to protect an employee's "regular rate" in the event the employee is temporarily transferred to a lower rated job. The "regular rate" is established when an employee has acquired a job through job posting or transfer and has become "qualified" as referred to in section 20.01(i). An employee who is temporarily transferred to a lower rated job shall maintain their regular job rate. Employees temporarily transferred to a higher rated job shall receive the higher rate for all hours worked on the job. An employee who works twenty-eight (28) hours or more in a week at the higher rate shall receive the higher rate for the entire week, if the employee is "qualified" as referred to in section 20.01(i).

An employee permanently demoted or transferred to a lower rated job shall be paid the lower rate immediately .

g) Employees on second shift applying for a posted day shift job shall be awarded the job if no employees with more seniority applies, effective March 1 , 1978.

h) Once a job awarded under Article 20 has been granted, the training period will commence within sixty (60) days, unless otherwise agreed to with the Union.

i) "Qualified" shall mean the ability to perform the job without instruction or assistance.

j) Aptitude tests shall not be deemed as a prerequisite to awarding or determining the acceptability of employees applying for new jobs, except for the laboratory and maintenance where technical abilities and/or academic abilities are required.

k) When the successful job applicant has been posted, if the applicable rate is higher than the employee's rate, the higher rate shall apply after thirty (30) days or when the job commences, whichever comes first.

l) In the event no suitable applicant is available, through the above procedure, the Company shall fill the vacancy through its normal employment channels, or ask a willing employee to transfer to the

posted vacancy and normal job posting provisions will apply.

If the unfilled vacancy is in a classification above class two (2) the junior employee in the core complement, in a classification below class three (3), will fill the vacancy.

m) Where a temporary vacancy caused by illness, injury or leave of absence exceeds thirty (30) weeks, the Company will post a temporary job posting. Article 20.01 will apply to the posting of this temporary vacancy. When the employee whose absence created the temporary vacancy returns to work the employee shall assume their original job. When it becomes clear that the employee, whose absence created the temporary vacancy, will not return to work, the job shall be awarded to the successful applicant of the temporary job posting.

20.02 Any employee who wishes to leave their current job can request a transfer for legitimate reasons. Requests for transfer will go to the Plant Manager and a copy to the Secretary of the Union. Action will be taken on these requests if in the interest of the Company and the Union.

a) Requests for transfers must be replied to in writing by the Company within fifteen (15) working days.

b) Requests for transfers are non-valid after three (3) months.

c) The transfers would be to an available posting that was mutually agreeable to the employee, Union and Company at the earliest possible date.

#### **ARTICLE XXI Vacation Plan**

21.01 Vacations will be based on continuous service computed to January 1st in the year in which the vacation is to be taken.

#### **21.02 First Vacation:**

Employees who, as of January 1st, have less than one year's continuous service will receive one day of vacation for each completed month of continuous service up to a maximum of ten (10) days. Such employees will receive vacation pay in an amount equal to their straight time daily earnings (exclusive of shift or other premiums) times the number of days of vacation to which they are entitled.



**21.03 Vacation Scale:**

In the next and subsequent years, employees will receive vacations with pay based on years of continuous service as follows:-

- After one (1) year  
continuous service.....2 weeks
- After five (5) years  
continuous service .....3 weeks
- After eleven (11) years  
continuous service.....4 weeks
- After seventeen (17) years  
continuous service.....5 weeks
- After twenty-five (25) years  
continuous service.....6 weeks

**21.04 Method of Calculating Vacation pay:**

Vacation pay for each week of vacation for employees will be the greater of 2.1% of the previous years earnings as reported on the employee's T-4 slips or the normal weekly hours at the regular straight time rate (exclusive of shift or other premiums) reduced by one fifty-second (1/52nd) for each week of absence, excepting absences which are:

- i. Up to 30 days annually due to lay-off, leave of absence other than injury or sickness (in which case only the three (3) day waiting period is included), or work stoppage beyond the Company's control.
- ii. Due to sickness for any period that the employee is entitled to receive sick pay under Schedule B.
- iii. Up to a maximum of thirty (30) weeks due to any one disability covered by Worker's Compensation.

Employees on lay-off, maternity leave or Long Term Disability, whose vacation pay is adjusted as a result of this provision, will nevertheless be entitled to vacation time off in accordance with the vacation scale.

**21.05 Completion of Required Service After January 1st:**

Employees who, after January 1st and prior to the end of the calendar year, reach the service required to entitle them to an additional week of vacation, in accordance with the vacation scale, will become eligible for such additional week of vacation on completion of the required years of service. Such week may be taken

earlier in the year. However, if the employee ceases employment with the Company prior to completing the required years of service, the monies advanced for that additional week will be deducted from their final pay.

#### **21.06 Carry Over of Vacations:**

Employees who are entitled to more than two weeks of vacation may carry one week of vacation over into the next year. The carried over week of vacation must be used before April 1st. Employees may, if they wish, be paid for those weeks of earned vacation in excess of two.

It is not the intention of the Company to require employees to use their vacation entitlement while on lay-off, sick leave or parental or pregnancy leave. Therefore the Company will automatically cancel the scheduled vacation of employees who are on lay-off or sick leave at the time of their vacation period is scheduled to begin. The affected employees may then reschedule their vacation in accordance with normal plant practice.

#### **21.07 Vacation Scheduling:**

Vacation schedules will be posted by April 30 of each year and will not be changed without the consent of the affected employees, except as provided herein. Consistent with efficient plant operations and effective in the 1992 vacation year, preference in vacations will be based on seniority in accordance with their shift. During the months of June, July, August and September, a maximum of three (3) weeks will be allowed until all employees have had an opportunity to schedule vacations. During any other month, an unbroken vacation will be allowed.

If an employee accepts a job posting or is transferred which results in conflicting vacations, the junior employee may be required to reschedule their vacation if the conflict affects the efficient operation of the plant.

#### **21.08 Vacation Pay on Termination:**

Employees who voluntarily quit or are discharged with cause and are not reinstated will receive only such vacation credits as are required under the Employment Standards Act of Ontario.

**ARTICLE XXII**  
**Recognized Holidays**

22.01 The nine (9) paid plant holidays recognized by the Union and the Company are as follows:

New Years Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

The Company agrees to try to give three (3) floating holidays with pay during the Christmas and New Year's break, providing mutually satisfactory shipping arrangements can be made. Failing satisfactory shipping arrangements, the floating holidays concerned will be rescheduled.

**Note:** The extra one days holiday granted in the 1980 contract is to be used as a floater until such time "Heritage Day" becomes a government Recognized Holiday at which time the floater will be used as that Recognized Holiday.

22.02 Each employee shall, for each of the Recognized Holidays stated above be eligible to receive holiday pay at their straight time hourly rate for their regularly scheduled hours for the day of the observance of the recognized holiday provided:

- a) They have worked 45 days for the Company.
- b) They have worked the day immediately prior to and following such holiday. However, employees who have been excused from their work day prior to and/or following such holiday shall receive holiday pay providing they work their day immediately prior to and following the day from which they have been excused. Leave of absence of over one week duration are not included in the above.
- c) Notwithstanding Section 22.02(b) above, an employee with seniority who is on lay-off prior to the observance of a recognized holiday shall be eligible to receive their normal hours pay at their straight time hourly rate for such holiday, provided the employee has worked at least twelve (12) shifts during the four (4) weeks immediately preceding the observance of the recognized holiday.
- d) Illness for not more than one day prior to or after the paid plant holiday will not require a medical certificate, when the Company is notified, to qualify for paid plant holiday pay.

22.03 a) When a paid plant holiday occurs during an employee's vacation, the employee may choose to have either an extra day off with pay or the plant holiday pay in lieu of the extra day off.

Where, as a result of this provision, more than one employee would be absent for an essential operation, the Company may require the junior employee to receive holiday pay in lieu of an extra day off with pay.

b) **An** employee absent from work due to a non-occupational illness or injury and is in receipt of weekly indemnity benefits will receive the difference between the amount of the weekly indemnity benefit and an amount the employee would normally receive as recognized holiday pay for any recognized holiday that occurs during the thirty (30) week period the employee is in receipt of weekly indemnity benefits.

22.04 Canada Day is to be observed on the Friday or Monday closest to the official date. If it falls on a Wednesday then it will be observed on the preceding Monday unless otherwise agreed to.

#### **ARTICLE XXIII Displacement**

23.01 a) In the event of a reduction in the number of employees in a job the employees therein having the least plant seniority will automatically displace the employees with the least plant seniority on the same shift provided they possess the qualifications and plant seniority to do so.

If senior employees are unable to displace because they do not have the qualifications to do so then employees on other jobs will be moved to enable, as far as is practicable, the reduction to occur in order of plant seniority. The move will be made so that the most junior employees, as possible, will be moved.

b) Employees who are ineligible to remain on their posted shift through the application of Section 23.01 (a) will displace, the junior employee on the shift of their choice, whose job they can perform.

It is the employees responsibility to inform Human Resources , in writing, of their second choice of shift preference.

c) The process set out in Section 23.01 (a) and (b) will continue until the reduction and lay-off has been completed. If this process results in any employee being laid off out of seniority the company will keep an additional employee for every employee that is kept out of seniority.

23.02 a) Employees reduced or moved through the application of Section 23.01 will be assigned jobs so as to enable as far as is practicable the reduction to occur in order of plant seniority.

b) In the event that more than one option will enable the reduction to occur in order of plant seniority the employees affected, with the most plant seniority that reduces the options to one, will be provided the opportunity to indicate their preference of job.

c) Prior to notifying any members of a shift change or reassignment due to a reduction in the work force the Company will review the proposed assignments with two members of the Union Executive Committee.

23.03 a) Employees who have been reduced or laid off as a result of a reduction of work shall be the first promoted to a vacancy in their job provided they have the plant seniority to return to their posted shift .

b) Employees with seniority will be recalled from lay-off in accordance with their plant seniority. The Company will recall an additional employee for every employee that is recalled out of seniority.

c) Employees on lay-off for a period of fourteen (14) consecutive months will, provided they have the plant seniority to do so, be given the opportunity to train and displace the employee with the least plant seniority. This provision does not include any jobs that require formal and technical education.

23.04 Employees shall be given two (2) days notice of lay-offs, except in cases where the Company closes down the plant's production due to mechanical breakdowns or any other reasons beyond the Company's control.

23.05 The Company will give the Chief Steward a copy of the lay-off notice posted on the bulletin board at the time the posting is made. They will also advise the Chief Steward of the number of employees being recalled and will give the reasons why an employee with more seniority is not returning.

23.06 The Company and the Union Executive Committee shall review the displacement procedures not later than one year after the date of ratification and may by mutual agreement of the parties amend any provisions contained in Article 23.

**ARTICLE XXIV**  
**Plant Closure**

24.01 In the event of the permanent discontinuance of all the operations, or a major unit, Distribution, Natural or Process, of the Belleville plant of Ault Foods Ltd., permanent full-time employees

- with five (5) or more years service,
- who have not retired under the provisions of the Company Pension Plan,
- who continue to work in a satisfactory manner as long as their services are required by the Company,
- who have been laid off for fifteen (15) months or who have been laid off for thirteen (13) weeks and have waived their right to recall;

Will be eligible to receive a severance pay as follows:

thousand two hundred (1,200) dollars for each completed year of employment.

24.02 The above fulfills all the Company's obligations under Section 40 (a) of the Employment Standards Act and anyone choosing Severance pay under Article 24.01 of this Collective Agreement shall have no further claim to the Company.

X

ARTICLE XXV  
Termination or Modification

25.01 This Agreement shall remain in force until February 28, 1999 and shall continue in force from year to year thereafter unless in any year not more than ninety (90) calendar days and not less than sixty (60) calendar days, before the date of its termination, either party shall furnish the other with notice of termination or proposed revision of this Agreement.

25.02 In Witness Whereof, each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this September 4, 1996.

BLACK DIAMOND CHEESE  
EMPLOYEES INDEPENDENT UNION,  
LOCAL 555, AFFILIATED WITH  
C.E.P., C.L.C., O.F.L.

Paul Godbout, Betty Tracze  
Rick Williams, Helen Head  
Verna Hill, Eldon Enright  
Dawn van Nostrand

BLACK DIAMOND CHEESE,  
A DIVISION OF AULT FOODS LTD.

Dave Kirkconnell, Ian Grant  
Dave Ware, Bill Lake  
Gary Little, Kai Kivissari  
Kathy Manuel

*Paul Godbout*  
*Verna Hill*  
*Helen Head*  
*Richard Williams*  
*Betty Tracze*  
*Eldon Enright*  
*Dawn Nostrand*

*Bill Lake*  
*Dave Kirkconnell*  
*Ian Grant*  
*Dave Ware*  
*Kathy Manuel*  
*Gary Little*  
*Kai Kivissari*

**ARTICLE XXVI  
ATTACHED SCHEDULES**

Attached hereto and forming part of this agreement are the following schedules:

**Wage Rates:**

A schedule "A" of the wages and job classifications.

**Welfare Plan:**

A schedule "B" of the various coverage afforded regular employees.

**Pension Plan:**

A schedule "C" referring to the Pension Plan.

**Student Help:**

A schedule "D" outlining conditions governing same.



**SCHEDULE "A"**  
**Wages and Classifications**

	Effective March 1 /96	Effective March 1 /98
<b>CLASS 5</b>		
Packaging Machine Operator		
Hayssen/Case Piler-Naturals	\$15.01	\$15.06
Hayssen 43L/Case Piler-D.B		
FMC		
Sanitation		
Vertical Hayssen Operator		
Cryovac/Palletizer/Scale Operator		
Spread Labeller/Case Piler		
 <b>CLASS 6</b>		
Packaging Attendant	\$15.11	\$15.16
Cooker Operator		
Grinder/Blender Operator/Chs. Handler-Prep/Blend		
 <b>CLASS 7</b>		
Double Belt/Control Panel/	\$15.46	\$15.51
Extruder/Operator/Case Piler		
Control Panel/Filler/Operator		
 <b>CLASS 8</b>		
Kustner Operator/	\$15.87	\$15.92
IWS Case Piler		

**SCHEDULE "A"**  
**Wages and Classifications**

	Effective March 1 /96	Effective March 1 /98
<b>CLASS 1</b>		
Cheddar Loader/Packer		
FS Loader/Packer	\$14.81	\$14.86
IWS Loader/Packer		
Filling Line Loader/Packer		
Cafeteria/Store Attendant		
<b>CLASS 2</b>		
Plant Refuse Disposal	\$14.81	\$14.86
Cheese Handler		
- Bulk cutting,		
-Cheddar line,		
-Prep/Blend		
-Weight Up-Naturals		
Multipress Operator/Badder		
Case piler		
Multivac operator		
Checker		
Cryovac Loader/Packer		
<b>CLASS 3</b>		
U-6 Operator/IWS packer	\$14.91	\$14.96
Chemical Handler		
Cheese Cutting/ Machine Operator		
- To include natural cheese slice operator.		
Cutter/Shredder/ Cheese Handler-Shred		
<b>CLASS 4</b>		
Warehouse		
Packing Area Attendant	\$14.96	\$15.01
Bulk Cutting Attendant		
Raw Material Supplier		

**SCHEDULE "A"**  
**Wages and Classifications**

<b>LABORATORY</b>	Effective March 1/96	Effective March 1/98
A. Microbiologist Certified -defined as successfully completing a recognised college or university level microbiology program	\$15.16	\$15.21
B. Sr. Laboratory Technician -must have 1 year experience in lab and successfully score 70% or above on the BD lab training course	\$15.01	\$15.06
C. Laboratory Technician (this class will be eliminated Jan 1/97)	\$14.96	
D. Junior Laboratory -must score 70% or above on the lab entrance exam and later score 70% or above on BD lab training course	\$14.81	\$14.86

- \* Current Sr. Lab Technician and Lab Technician employees will remain or move up to the Sr. Lab Technician upon successful completion (70% or above) of the BD lab training course.
- \* Employees scoring below 60% on the BD lab training course will not be allowed a re-write but if scoring 60-69% a single re-write will be allowed within 6 months.
- \* Employees scoring 60-69% will be given a period of 6 months to receive the necessary training and be re-tested. The Company agrees to sponsor any approved training costs for the employee.
- \* Anyone failing to pass the BD lab training course can exercise their rights under the collective agreement.

**SCHEDULE "A"**  
**Wages and Classifications**

<b>MAINTENANCE</b>	Effective March 1 /96	Effective March 1/98
Class A-1"	\$16.37	\$16.42
Class A-2*	\$16.37	\$16.42

**A-1 Electrician Maintenance Mechanic**

**A-2 Machinist Maintenance Mechanic**

- \* Certified (Licensed) Electricians and Industrial Mechanics with valid interprovincial trade qualifications to receive a fifty (.50) cent per hour premium for all hours worked.
- \* Employees in the maintenance department will receive a \$1.00 per hour increase once they successfully complete a testing procedure.
- \* Employees who *do* not successfully complete the testing procedure will be given a period of up to one year to receive the necessary training and be re-tested. The Company agrees to sponsor any approved training costs for the employee.
- Maintenance employees who **do** not successfully complete the training within the one year period will not be eligible to remain in the maintenance department.

The Company agrees to participate in a tool allowance up to a maximum of one hundred and fifteen (115) dollars per mechanic in each year of the contract paid upon proof of purchase. Any unpaid portion of the Company contribution cannot be carried over year to year.

The Cost of Living Allowance (C.O.L.A.) is to be one (1) cent per hour for each .4 of a point increase in the 1971 - 100 Canada All Items C.P.I. above five (5) percent for the period from 1 March 1996 to 28 February 1997 and folded into the wage rates in Schedule "A" effective 1 March 1997.

The Cost of Living Allowance (C.O.L.A.) is to be one (1) cent per hour for each .4 of a point increase in the 1971 - 100 Canada All Items C.P.I. above five (5) percent for the period from 1 March 1997 to 28 February 1998 and folded into the wage rates in Schedule "A" effective 1 March 1998.

The Cost of Living Allowance (C.O.L.A.) is to be one (1) cent per hour for each .4 of a point increase in the 1971 - 100 Canada All

Items C.P.I. above five (5) percent for the period from 1 March 1998 to 28 February 1999 and folded into the wage rates in Schedule "A" effective 1 March 1999.

There will be no cap on the C.O.L.A. Increases will be rounded to the nearest cent (0.4 rounded down, 0.5 rounded up).

#### **A.01 Starting Rate:**

The starting rate for new employees will be eighty (80) percent of the rate of the job or jobs they perform. Automatic increases of five (5) percent of the job rate will be granted on the completion of the probationary period, six (6) months credited service and nine (9) months credited service. After twelve (12) months credited service the job rate will be paid.

It is agreed that the differential for new employees applicable to all other employees will not apply to Class A-1 and Class A-2 Tradesman in the Maintenance Department. The starting rate for new employees hired as Class A-1 and Class A-2 Tradesman will be fifty (50) cents per hour below the job rate. An automatic increase of \$.25 will be paid on the completion of six (6) months credited service. After one year credited service the job rate will be paid.

#### **A.02 Shift Premium**

(a) An hourly shift premium of forty-four (44) cents shall be paid for all hours worked on shifts starting between 12:00 p.m. (noon) and 5:59 p.m. and forty-nine (49) cents for all hours worked on shifts starting between 6:00 p.m. and 3:00 a.m.

(b) On Saturdays the shift premium will be one and one-half (1 1/2) times normal rate for all hours worked.

(c) On Sundays and Recognized Holidays the shift premium will be one and one-half (1 1/2) times normal rate for first four (4) hours and two (2) times normal rate for any hours in excess of four (4) hours.

(d) When an employee is required by the Company to "swipe out" and then "swipe back in" before starting overtime, then a new starting time is established and the applicable shift premium will apply.

**SCHEDULE "B"**  
**Benefit Plan**

The employer shall pay 100% of the present premium costs for the following group insurance plans.

Life Insurance

Accidental Death & Dismemberment

Weekly Indemnity

Long Term Disability

Extended Health Care

Dental Plan (Part "A")

During periods of lay-off the company will continue to pay the following group insurance premiums for employees on lay-off based upon one (1) month for every two (2) completed years of service provided the employees on lay-off are normally available for recall and have not lost their seniority and employment in accordance with the provisions of Section 14.03 (A) of the collective agreement.

Life Insurance

Dental Plan

Accidental Death & Dismemberment

Major Medical

All of the benefits referred to in this schedule and highlighted in Table B "1" shall be as more particularly described in the Group Insurance Plan documents.

The Company will provide the Union with copies of all insurance contracts entered into on the employees behalf. The Company will also provide all employees with updated booklets describing the benefits covered by this collective agreement.

The employer has the obligation to select the carrier(s) in respect of any of the plans or policies listed in this schedule provided that if any carrier is changed an equivalent level of benefits **will** be maintained. Should an employee have a dispute concerning payment of benefits under any plan or policy outlined herein the Company will use it's best efforts to assist the employee in adjusting any settlement of any such dispute.

The amendments and increases in the amount of coverage listed in Table B "1". **Points of Information** is to become effective on the first (1st) day an employee is actively at work coincident with or

immediately following the first of the month subsequent to the date of ratification.

POINTS OF INFORMATION  
FOR EMPLOYEES' BENEFITS:

**An** employee who is eligible to receive weekly indemnity benefits for an illness and who is absent the amount of hours equivalent to one (1) week under Articles 18.01 and 18.02, shall be reimbursed for the first day of the waiting period at the W.I. benefit rate. An employee who is eligible to receive W.I. benefits for an illness and who is absent the amount of hours equivalent to two (2) weeks under Articles 18.01 and 18.02, shall be reimbursed for the second and third days of the waiting period at the W.I. benefit rate.

**SCHEDULE "C"**  
**Canada Pension Plan**

C-01 Premiums for the Canada Pension Plan are to be paid equally by the Company and the employee.

**SCHEDULE "D"**  
**Student Help**

D-01 It is recognized **by** the Company and the Union that student help is required during the period set out in D-04 prior to students being hired the company and the union will discuss the scheduling plan for students.

IT IS AGREED TO BY THE PARTIES THAT:

D-02 That the collective agreement has no jurisdiction over student help, with the exception of the time limit in D-04.

D-03 That no regular employee will be laid off and replaced because of student help.

D-04 The periods required for the use of student help will be restricted to April 1 to September 30 and December 1 to December 31, unless otherwise agreed to by the Company and the Union.

D-05 Student help does not accumulate seniority, and has no rights under this contract.

D-06 In the special case of weekend or statutory holiday overtime, where qualified regular employees are unavailable to **work** student help can be used. The time limits referred to in Schedule D-04 would be waived in this case, and these employees would only be used in classifications 1, 2, or sanitation, unless otherwise agreed to by the Company and the Union.

Once renewal for a Collective Agreement has commenced according to Article 25.01 of the Collective Agreement, student help cannot be used unless such help falls under the time limits of Schedule D-04, unless otherwise agreed to by the Company and the Union.

**LETTER OF UNDERSTANDING  
Addiction**

May 8, 1988

Mr. E. Batten,  
National Representative,  
Energy and Chemical Workers Union,  
R.R. # 2 Warsaw, Ontario, K0I 3A0

Dear Mr. Batten:

This will confirm our discussions regarding the Company's position regarding the problem of addiction.

The Company recognizes that excessive or inappropriate use of alcohol or other drug can result in physical and/or mental illness.

The Company also recognizes that such misuse of alcohol or other drug is generally accompanied by a variety of other problems adversely affecting the individual's well-being with regard to their family, financial affairs, employment and social life.

As these problems, in many cases, can be successfully treated, the Company accepts the concept that alcoholism or other drug addiction can be treated as an illness. The Company will continue to participate in the existing substance abuse programme to aid in early recognition of and supportive treatment for any employee of the Company who may be suffering from this problem.

Yours truly,  
M. Parkinson,  
Supervisor,  
Corporate Industrial Relations

MP/ah



**LETTER OF UNDERSTANDING**  
**Executive Committee**

INTRODUCTION

The parties hereto agree that their mutual interests will be best served by establishing and maintaining a relationship based on joint action, shared problem solving and decision-making and fully and timely communication. To this end the parties agree to form an Executive Committee consisting of the Union Executive and Management that will:

- > Maintain an environment of continuous dialogue on issues affecting the overall effectiveness and competitiveness of the Black Diamond plant.
- > Develop economic justifications for new production at Black Diamond.
- > Develop a framework for joint labour/management committees to interact directly with the Executive Committee
- > Focus on the management issues related to core complement.
- > Develop a framework for the participation of the workforce in planning and implementation of operational change.
- > Ensure that major issues/recommendations for Quality, H&S, Training, Core Complement, Operational Change are foremost on any agenda. Other items may appear but only if they cannot be resolved through established committees and processes.

The Executive Committee will be guided by the following principles:

- > The need and desire to create a safe and healthy work place that will ensure that the Black Diamond plant is an efficient, competitive world-class operation.
- > Increased employee participation, training and skills development is the key to a more dynamic and innovative operation and also enhances employment security
- > All employees can have a significant positive impact on the operation by making decisions related to satisfying their customers given that they have the necessary information and training.
- > The belief that a climate supported by an efficient communication system can exist among all employees which is characterized by trust, openness, honesty, fairness and respect.

The Executive Committee will meet within fourteen (14) days of ratification to develop a broader understanding of the mandate and prioritize the initial objectives for the committee. This committee will meet at least once a month to review priorities and major activities of the plant.

**LETTER OF UNDERSTANDING  
10 HOUR SHIFTS**

With the current and planned volume at Black Diamond, 10 hour shifts are not possible. If they become mutually beneficial, the following will take place:

1. All language in the collective agreement which contains a specific reference to the 8 and 8 1/2 hour shifts, five day operation, will be deemed to include a 10 hour shift, 4 day operation.
2. In addition, one week prior to implementation of said shift, a document highlighting the relevant articles **will** be posted and distributed to members of the bargaining unit.

**LETTER OF UNDERSTANDING  
EMPLOYMENT SECURITY**

**A) CORE COMPLEMENT**

The economic health of the Company and consequently the security of all depends on the success of our shared commitment. Therefore the parties hereto agree that:

- 1) The Core Complement shall consist of 200 employees.
  - i) In any month where the workforce requirement drops below 200, all options for value added work will be utilized.
  - ii) If during January and February value added work is not available for the excess workforce, up to 20 employees per week will be required to take vacation.
  - iii) Any senior employees who volunteer to take vacation will reduce the number 20.
  - iv) If annual volume exceeds 41 M kgs, the mandatory vacation requirement will be cancelled. Volume is the current estimate of annual production.
- 2) The Core Complement will not be adjusted during the term of this Collective Agreement except for the following circumstances:
  - i) Significant loss/gain of volume (cumulative 500,000 kg or greater from plan)
  - ii) Loss of operational capability or supply
  - iii) Capital improvements
- 3) In addition the size of the Core Complement will be reviewed for adjustment monthly by the Executive Committee.
- 4) The size of the Core Complement will be posted by the Executive Committee monthly if changes occur.
- 5) Training for the Core Complement may take place at any time in order to align the Core Complement.
- 6) Those employees substituting for absent employees within the Core Complement may not be considered part of the Core Complement for training purposes.
- 7) Key Jobs (class 3 and above) will be filled only by employees within the Core Complement. Junior employees in the Core Complement

who are not on key jobs will be required to take key jobs if the job posting goes unfilled.

8) The Core Complement may be affected if Black Diamond warehousing is relocated to a party outside Ault Foods.

**LAY-OFFS OUTSIDE THE CORE COMPLEMENT**

Lay-offs outside the Core Complement shall be accomplished in reverse order of seniority. If required those employees with special skills (Lab and Maintenance) will be retained out of order of seniority. Recalls to work shall be accomplished in order of seniority.

In order to lay off in order of seniority we will do the following:

- 1) Move people to different jobs
- 2) If one employee must be retained out of order of seniority (except for Lab and Maintenance) the one senior employee to be laid off will be retained (one for one)

**LETTER OF UNDERSTANDING**  
**Re: CUT AND WRAP OPERATIONS**

In this most recent set of negotiations the Union and the Company focused on the competitiveness of the Cut and Wrap area of the plant.

We agreed to reductions in the compensation provisions of the Collective agreement and enhanced employment security. As a result the Company consolidated its Cut and Wrap operation at Black Diamond.

If during the term of the Collective Agreement the Cut and Wrap operation ceases to exist at Black Diamond, and this results in a reduction in the Core Complement as set out in the applicable Letter of Understanding, the remaining employees will then be subject to the compensation and employment security terms of the previous Collective Agreement.

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