

Collective Agreement

Between

**Parmalat
Black Diamond Cheese**

Belleville, Ont.

A division of Parmalat Foods Inc.

and

Black Diamond Cheese
Employees Independent Union
Local 555
Affiliated with the C.E.P., C.L.C.

Begins:
03/01/1999

Terminates:
02/28/2003

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TABLE OF CONTENTS

ARTICLE I	
Purpose	1
ARTICLE II	
Relationship	1
ARTICLE III	
Union Recognition	2
ARTICLE IV	
Management Rights	2
ARTICLE V	
Strikes & Lockouts	3
ARTICLE VI	
Union Security	3
ARTICLE VII	
Representation	5
ARTICLE VIII	
Qualifications of Stewards, Officers, & Members of Committees	5
ARTICLE XI	
Grievance Committee	6
ARTICLE X	
Grievance Procedure	6
ARTICLE XI	
Arbitration	7
ARTICLE XII	
Discharge cases	8
ARTICLE XIII	
Management	9

ARTICLE XIV Seniority	9
ARTICLE XV Leaves of Absence	10
ARTICLE XVI Health and Safety	13
ARTICLE XVII Credited Service	14
ARTICLE XVIII Hours of Work Lunch and Rest Periods Guarantees	15
ARTICLE XIX Overtime Provisions Call In Pay	17
ARTICLE XX Job Posting	21
ARTICLE XXI Vacation Plan	23
ARTICLE XXII Recognized Holidays	26
ARTICLE XXIII Displacement	28
ARTICLE XXIV Plant Closure	29
ARTICLE XXV Attached Schedules & Appendices	31
ARTICLE XXVI Termination or Modification	32

SCHEDULE “A”	
Wages and Classifications	33
SCHEDULE “B”	
Benefit Plan	37
SCHEDULE “C”	
Canada Pension Plan	39
SCHEDULE “D”	
Student Help	39
APPENDIX “A”	
On Call	40
LETTER OF UNDERSTANDING	
Addiction	45
LETTER OF UNDERSTANDING	
Maintenance Apprenticeship Program	46
LETTER OF UNDERSTANDING	
Employment Security	48
LETTER OF UNDERSTANDING	
Cut and Wrap Operations	50
EMPLOYEE BENEFITS	
Points of Information	51

This AGREEMENT entered into **as** of the 10th day of June, 1999.

BETWEEN: BLACK DIAMOND CHEESE (BELLEVILLE)
A Division of PARMALAT FOOD INC.
hereinafter referred to **as** 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 referred to **as** 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 **Harassment & Discrimination**
The Company and the Union recognize their joint responsibilities in providing a harassment and discrimination free work place environment.

The Company and the Union agree that there shall be no discrimination practiced with respect to any employee by reason of age, marital status, sex, race, **creed**, colour, national origin, political or religious affiliation, sexual orientation, or handicap all of which **as** defined in the Human Rights Code of Ontario, or by reason of membership in a union or by reason of lawful activity in the Union. In the event of handicap within the meaning of the Human Rights Code, both the Company and the Union accept their duty to accommodate the employee within the meaning of the Ontario Human Rights Code.

When it is alleged that there has been a violation of this clause the Company and the Union shall be provided with the full particulars of the grounds upon which such discrimination is alleged to have occurred.

- 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 of 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 (Belleville) a division of Parmalat Food Inc., 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 employees; 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 its 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**

- IC 5.01 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.
- AZ 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, sign a Union deduction card for weekly dues. The payroll deduction authorization form for weekly dues will become effective from day one of hiring.
- 6.03 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;
- 6.04 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 employee's Supervisor or a Management Representative. Disciplinary letters, disciplinary notations of any kind will be removed **from** employees records after fifteen (15) months of active employment from the month of issue. Active employment shall be broken by a leave of absence of more than fourteen (14) continuous days but to include Vacation Leave and/or Union Leave. If broken, a fifteen (15) month period of active employment shall be calculated by the knitting process.
- 14 6.05 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.

- 6.06 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.
- 6.07 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) Other lists of qualifications or training records related to seniority members of the bargaining unit.
 - d) The Company will inform the Union of any changes to the above information as soon as they are informed.

6.08 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 Operations Manager or their authorized representative for approval before being posted.

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6.09 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 Labour Management committee will review current contract work in light of this agreement. The Labour Management

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.

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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 ten (10) Stewards. The ten (10) stewards will be designated as follows: 3 day shift, 3 afternoon shift, 1 night shift, 1 sanitation, 1 DC day shift and 1 DC afternoon shift. 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 may 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 Article or Articles 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 then:
- 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 holidays 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 Article 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 Article 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 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 without just cause, they shall file their grievance concerning with Article 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 personnel 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 become a regular employee. For the purpose of calculating the number of days worked the 4 day work week will be counted as a 5 day Monday to Friday work week. Saturday and Sunday overtime will count as days worked. Maximum days worked in 1 week is 7 days.

100 (b) Lay-off and recall of probationary employees will be based on days worked. Employees with the least number of days worked are first to be laid-off and last to be recalled.

Should **2** or more employees have the same number of days worked, lay-off, recall and overtime will be done by the lottery system.

- (c) 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.
- (d) 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

- (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;

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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 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 Article **14.02 (a)**.

**ARTICLE XV
Leaves of Absence**

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- (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

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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.

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With fourteen (14) days notice, the Executive Committee will be granted a leave of absence without pay for the National CEP Convention and the Ontario Council meeting.

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:

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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 Article 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 Article 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 Pregnancy and 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 three hundred (300) kilometres or more one way.
- (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 three hundred (300) kilometres or more one way.
- (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 three hundred (300) kilometres or more one way.
- (d) The relatives referred to in this Article (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. The Company will provide the hourly joint health and safety committee members one (1) hour of preparation time to be observed prior to regularly scheduled monthly health and safety committee meetings.
- 16.03 Effective June 10, **1999** regular full time 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 one hundred ten (\$110) dollars toward the purchase of C.S.A. approved safety boots or shoes in the contract year. Effective March 1, **2002**, the reimbursement will **increase to one hundred twenty** (\$120) dollars.
- 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 Boards 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 reinstated by the grievance procedure;
- 3) The employee retires or is retired;
- 10E1 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 employee's 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 The start times mentioned below may be earlier for some jobs, if it is required, in order to have the lines ready to run.

8A2/46 Jobs in Class 1 will normally be 8 or 10 hours in duration. Jobs above Class 1 will normally be 8.5 or 10 hours in duration.

In order to allow staggered starts, 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)
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Afternoon Shift: 2:30 p.m. to 4:30 p.m.
(Monday through Friday)

Refer to

Night Shift: 11:00 p.m. to 1:00 a.m.
(Sunday through Thursday)

Sanitation Shift: 10:00 p.m. to 12:00 p.m.
(Monday through Friday)

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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

The shift and hours arrangements outlined in schedule 18.01 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.

18.03

a) 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 by 2:00 p.m. what their shift change will be for **Monday** of the following week. This clause is not meant to imply that there will be regular shift rotation.

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b) When there is a requirement for employees to be temporarily transferred to the day 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 a) employees temporarily transferred to the day shift may be recalled to their posted shift with twenty-four (24) hours notice if required by the Company.

Note: Class 1 & 2 will be moved by seniority. **Class 3** and above will be moved by seniority when not required on their job posting.

18.04

a) Employees, on all shifts shall be granted a twenty (20) minute paid lunch period except for the ten (10) hour shift where it shall be a thirty (30) minute paid lunch period.

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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 Article for employees substituting for absent employees or on a temporary recall of less than one (1) weeks duration.

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184
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 notify the employees three (3) hours 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 (1½) the regular rate for all work

- a) in excess of normal hours a day or shift,
- b) on Saturday, Sunday and paid plant holidays.

19.02 a) Double the regular rate shall be paid for all overtime hours worked in excess of four (4) hours overtime on daily 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.

9C 1/4
 9C 4/4
 9C 5/4

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

19.03 Subject to the provision of 19.05, 19.06, 19.08, 19.09 and 19.10 b) 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.

19.04 The company will give the employees as much notice as possible when overtime is required.

19.05 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.

19.06 Preference for overtime in the maintenance unit with respect to jobs already in progress at the end of a shift will be given to the employee on the job.

19.07 a) Preference for unplanned overtime in operating lines with respect to jobs already in progress at the end of a shift will be given to the employee on the job, however when such work is expected to exceed two (2) hours it will be offered to the senior employee(s) on the shift in the operating lines who can without assistance perform the work in a satisfactory manner.

Where job rotation exists within the same job classification on the same shift and scheduled work day, such overtime will be offered in seniority order to the employees on the job rotation.

b) Preference for unplanned overtime at the Distribution Centre with respect to jobs already in progress at the end of a shift will be offered to the senior employee at work at the Distribution Centre who can without assistance perform the work in a satisfactory manner. However, when such work is expected to exceed two (2) hours it will be offered to the senior employee(s) who can without assistance perform the work in a satisfactory manner.

19.08 a) Nothing in the provision of this agreement shall be interpreted as obligating the company to schedule an employee to work more than twelve and one-half (12½) consecutive hours or

more than twelve and one-half (12½) hours in a day. There must be at least six (6) hours between shifts before they are not considered consecutive. The twelve and one-half (12½) hours may be extended to seventeen (17) hours in emergencies.

It is understood that Friday night scheduled overtime shall be posted in increments of four (4) hours.

- b) Weekend overtime (Saturday, Sunday & Statutory Holidays), posting overtime for weekend. No employee shall be allowed to work more than an eight and one-half (8½) hour shift unless it is an emergency or for inventory.
- c) All overtime shall be posted with a starting and finishing time, excluding inventory.

19.09 Scheduled Overtime Procedure:

Management Responsibilities

1. Overtime opportunity listings will be posted as soon as practical at the plant and D.C. 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 and where (plant or D.C.) the work is required, or expected to be performed, and when the listing will be removed from the bulletin board. Once overtime assignments are completed, the list will be posted at both the plant and the D.C.
3. Employees may sign only one side of the overtime sheet (either class 1 or class 2-6). If an employee signs both sides the Company has the right to place the 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 original overtime has been posted and additional employees are required, regardless of where work is required, the employees on the original sign up sheet will be offered the work (they have the right to refuse at this point however) and a revised schedule of employees will then be posted. This will also be faxed to the D.C.
5. If the overtime cannot be filled from the original posting, then an additional overtime sheet will be posted at both the plant

and the D.C. for a twenty-four (24) hour period. If time does not permit a **twenty-four (24) hour period**, then the senior employee will be notified of the **availability** of the overtime.

6. Supervisors will respond to questions regarding the **posted** overtime assignments prior to the overtime being worked.

In cases other than **as** defined in Articles **19.06, 19.07 a) & b)** where overtime is immediately required and the Company is unable to schedule overtime in accordance with the provisions of **19.09 1 to 6** inclusive, 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 provided the employee has fulfilled his responsibilities.

Employee Responsibilities:

7. Employees must sign the overtime sheet and include their clock number, to indicate their availability to work.
8. Employees must inform the Company of where they can be contacted to be advised of overtime assignments.
9. If an employee wished to work a specific job assignment only (e.g. Distribution Center, lab, Packing Area Attendant) this request must be indicated on the sheet when they sign up.
10. If an employee has requested a specific job assignment and that job is not available on the overtime or another senior employee is awarded the job, then the employee will not be awarded any other job assignment on the overtime posting.
11. Errors in how overtime has been posted or in who has been scheduled for overtime will be brought to the immediate attention of the **employee's** supervisor, prior to the overtime being worked. **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.

19.10 Call In Pay

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 (1½) for hours worked (not less than an amount equal to four (4) hours at one and one-half (1½) 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:

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- (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 are subject to the grievance procedure.

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

- b) An employee who has successfully bid to a job posting under Article 20 shall not be entitled to bid in a posted job for one (1) year from the date of their successful bid, unless such employee is displaced from his job or is applying for a higher job classification.

Only employees in Class 1 & 2 will be allowed to make application to a Class 1 or 2 job vacancy on a different shift. An employee's movement within Class 1 or 2 to a different shift through job posting will be restricted to twice per year.

- 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(i), 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 Article 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 Article 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.
- 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 including specific job skill tests, shall not be deemed a prerequisite to awarding or determining the acceptability of employees applying for new jobs, except for

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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.
- 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 Human Resources 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 vacation pay for each completed month of continuous service up to a maximum of ten (10) days however each employee is entitled to two (2) weeks vacation time off scheduled in accordance with Article 21.07. 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:

12B2/1

After one (1) year continuous service.2 weeks

12B3/2

After five (5) years continuous service .3 weeks

12B4/11

After eleven (11) years continuous service.4 weeks

12B5/17

After seventeen (17) years continuous service.5 weeks

12B6/25

After twenty-five (25) years continuous service.6 weeks

21.04

Method of Calculating Vacation pay:

Vacation pay for each week of vacation (excluding vacation pay for first vacation under 21.02) 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:

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- 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 Workers' 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

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Carry Over of Vacations:

Employees who **are** entitled to more than two (2) weeks of vacation may carry over one (1) week to three (3) weeks of vacation into the next vacation year. A maximum of eight (8) employees total (all shifts) will be allowed to take their carry over vacation at the same time. The carry over weeks of vacation must be used before April 1st but not to be taken during the two weeks of March Break. Carry over vacation is subject to Vacation Scheduling procedures in Article 21.07. Weeks of carry over vacation will be paid on the basis of the calendar year in which they have been accrued.

It is not the intention of the Company to require employees to use their vacation entitlement while on layoff, 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 the normal plant practice.

21.07

Vacation Scheduling:

a) Winter Vacation Scheduling

For vacations to be taken between January 2nd and April 30th of each year, an employee shall make a written request, by January 15th of that year, to his/her supervisor. Preference in vacations will be based on seniority in accordance with their posted shift. After January 15th, vacation requests for time prior to April 30th, shall be on a first come first serve basis.

The above will not affect the application of Article 21.07 b) for vacations after April 30th of any year.

b) Vacation schedules will be posted by April 30th of each year and will not be changed without the consent of the affected employees, except as provided herein. Consistent with efficient plant operations, preference in vacations will be based on seniority in accordance with their posted 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 & Retirement

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

Employees who terminate voluntarily, who are terminated by the Company without cause or who retire will be paid accrued but unpaid vacation pay in the year of separation in accordance with Article 21.03 and 21.04.

**ARTICLE XXII
Recognized Holidays**

22.01 The ten (10) paid plant holidays recognized by the Union and the Company are as follows:

12A	New Years Day		Civic Holiday
	Good Friday	10+	Labour Day
13A	Victoria Day		Thanksgiving Day
	Canada Day		Christmas Day
	Christmas Eve Day		Boxing Day

2+ The Company will schedule two (2) floating holidays with pay during the Christmas and New Year's break, providing the Company can meet its customer needs. In the event the Company can not schedule the floating holidays during this period, they will be rescheduled.

Note: 1+ The extra one day 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 the 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:

- They have worked 45 days for the Company.
- 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 (1) week duration are not included in the above.

- c) Notwithstanding Article 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 who 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. Employees who are ineligible to remain on their posted shift through the above application will move into an open job they can perform on their preferred shift. It is the employee's responsibility to inform Human Resources, in writing, by April 30th of their second choice of shift preference for that year.

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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 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 displaced.

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

Lay-Off Purposes - It is the employees responsibility to inform Human Resources, in writing, by April 30th of their second choice of shift preference for that year.

- 23.02 a) Employees reduced or moved through the application of Article 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 assignment.
- 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 .

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- b) Employees with seniority will be recalled from lay-off in accordance with their plant 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 Regular full time employees on layoff will be recalled by seniority unless choosing a different option with the Company at the time of lay off on the form provided. A copy of such form will be given to the Union. It is mandatory for the recalled employee to work such periods of employment made in accordance with the foregoing decision.
- 23.05 During the recall period a full time employee who is recalled will be paid at their regular rate in accordance of Article 20.01 f) of the body of the agreement.
- 23.06 A full time employee whose rights to recall expire in accordance with Article 14.03 a) 4) of the body of the agreement will be terminated and they will have the option of being rehired as an On-Call employee.
- 23.07 Employees shall be given notice of layoffs no later than Thursdays at 2:00 p.m., 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.
- 23.08 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.
- 23.09 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 the Company, permanent full-time employees
 - i) with five (5) or more years service,
 - ii) who have not retired under the provisions of the Company Pension Plan,

iii) who continue to work in a satisfactory manner **as long as** their services are required by the Company, and
iv) 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 severance pay of one thousand two hundred **(\$1,200)** dollars for each completed year of employment.

24.02 The above fulfils all the Company's obligations under Article **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.

ARTICLE XXV
ATTACHED SCHEDULES & APPENDICIES

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

- Schedule "A"** Wages and Classifications.
- Schedule "B"** Benefit Plan of the various coverages afforded regular employees.
- Schedule "C"** Pension Plan.
- Schedule "D"** Student Help outlining conditions governing same.
- Appendix "A"** On-Call outlining conditions governing same.

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ARTICLE XXVI
Termination or Modification

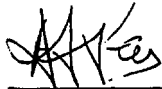
26.01 This Agreement shall remain in force until February 28, 2003 and shall continue in force from year to year thereafter unless in any year not more than ninety (90) calendar days and not less than sixty (60) calendar days, before the date of its termination, either party shall furnish the other with notice of termination or proposed revision of this Agreement.

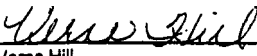
26.02 In Witness Whereof, each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 12 day of July, 1999.

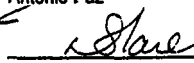
BLACK DIAMOND CHEESE
EMPLOYEES INDEPENDENT UNION,
LOCAL 858, AFFILIATED WITH
C.E.P., C.I.C., O.F.L.

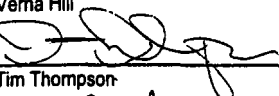
BLACK DIAMOND CHEESE (Belleville),
DIVISION OF PARMALAT FOOD INC.

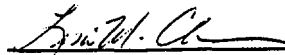

Paul Godbout

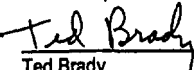

Antonio Paz

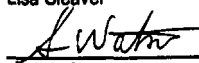

Verna Hill

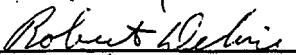

Dave Ware

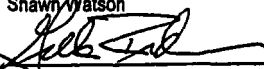

Tim Thompson



Lisa Cleaver

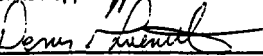

Ted Brady


Shawn Watson


Robert Deline


Gilles Ridorossi


Chris Koppin


Denis Guenette

SCHEDULE "A"
Wages and Classifications

A.01 Wages and Classifications

	Effective June 13, 1999	Effective Feb. 27, 2000	Effective Mar. 4, 2001	Effective Mar. 3, 2002
CLASS 1				
Cafeteria/Store Attendant BR !	15.36	15.66	15.96	16.31
Cheddar Loader/Packer SR 1				
Filling Line Loader/Packer				
FS Loader/Packer				
IWS Loader/Packer				
CLASS 2	15.36	15.66	15.96	16.31
Cheese Handler				
- Bulk Cutting				
- Cheddar Line				
- Weigh-up Naturals				
Case Piler				
Cryovac Loader/Packer				
Multivac Operator				
Plant Refuse Disposal				
CLASS 3	15.51	15.81	16.11	16.46
Blend/Prep/Cheese Handler				
Checking Attendant				
Cheese Cutting/Machine Operator (to include natural cheese slice operator)				
Cutter/Shredder/Cheese Handler-Shred				
Bulk Cutting Dicer				
Multipress Operator/Badder				
Packer-Pallelker (Shred)				
U-6 Operator/IWS Packer				
CLASS 4	15.66	15.96	16.26	16.61
Bulk Cutting Attendant				
Chemical Handler				
Cooker Operator				
Cryovac/Palletizer/Scale Operator				
FMC				
Hayssen 43U/Case Piler-D.B.				
Packaging Attendant SR 2				
Packing Area Attendant				
KBI Line Attendant				
Packing Machine Operator				
Raw Material Supplier				
Spread Labeller/Case Piler				
Warehouse				

	Effective June 13, 1999	Effective Feb. 27, 2000	Effective Mar. 4, 2001	Effective Mar. 3, 2002
CLASS 5	16.50	16.80	17.10	17.45
Control Panel/Filler/Operator				
Double Belt/Control Panel/				
Extruder/Operator/Case Piler				
Grinder/Blender Operator/Cheese				
Handler/Blend Prep				
Hayssen/Case Piler-Naturals				
Linetech KBI Scale Operator (Shred)				
Sanitation				
Vertical Hayssen Operator				
CLASS 6	16.60	16.90	17.20	17.55
Kustner Operator/IWS Case Piler				
LABORATORY				
Lab Technician	16.50	16.80	17.10	17.45
MAINTENANCE				
Electrical Maintenance Mechanic - M1	18.42	18.72	19.02	19.37
Machinist Maintenance Mechanic - M1	18.42	18.72	19.02	19.37
Mechanical Technologist - M2	22.75	23.05	23.35	23.70
Electrical Technologist - M2	22.75	23.05	23.35	23.70

- A.02 Requirements for M2 Maintenance Classification
 Upon successfully meeting all of the required minimum qualifications as set out in the current M-2 Technologist classification job posting, current M-1 maintenance workers as at the date of ratification (June 10, 1999) will be reclassified to the M-2 classification job rate. The Company has made provisions for these Class M-2 employees to consult with a representative from Loyalist College on how to obtain the qualifications for the M2 classification.
- A.03 Tool Allowance
 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.
- A.04 Retroactivity
 All employees on the payroll on June 10, 1999 shall receive retroactive pay at the rate of fifty cents (\$.50) per hour for all hours worked and paid between March 1, 1999 and June 12, 1999. Retroactive pay will be paid within 4 weeks of ratification.

11 B/1

A.05 Cost Of Living Allowance

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 1999 to 29 February 2000 and folded into the wage rates in Schedule "A" effective 1 March 2000.

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 2000 to 28 February 2001 and folded into the wage rates in Schedule "A" effective 1 March 2001.

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 2001 to 28 February 2002 and folded into the wage rates in Schedule "A" effective 1 March 2002.

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 2002 to 28 February 2003 and folded into the wage rates in Schedule "A" effective 1 March 2003.

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.06 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 M1 and Class M2 Tradesman in the Maintenance Department. The starting rate for new employees hired as Class M1 and Class M2 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.07 Shift Premium

(a) An hourly shift premium of forty-four@ 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.

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

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(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.

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(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

B.01 The Company shall pay 100% of the present premium costs for the following group insurance plans.

- 13A → 1 Life Insurance
2 Accidental Death & Dismemberment
3 Weekly Indemnity
4 Long Term Disability
5 Extended Health Care
6 Dental Plan (Part "A")

B.02 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 Article 14.02 (A) of the Collective Agreement.

- Life Insurance
- Dental Plan
- Accidental Death & Dismemberment
- Major Medical

B.03 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.

B.04 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.

B.05 The Company 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.

B.06 The amendments and increases in the amount of coverage listed in Table B "1", Points of Information is to become effective as set out in Table B "1". An employee absent on the effective date must return to active employment in order to qualify for the increased coverages.

B.07 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 Article 18.01, 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 Article 18.01, 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.
- D.02 The Collective Agreement has no jurisdiction over student help, with the exception of the time limit in D.04.
- D.03 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.
- D.07 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.

APPENDIX “A” • ON-CALL

Preamble

The parties recognise the need for On-Call employees in addition to the Student employees. All matters relating to On-Call employees including their wages, hours and working conditions shall be only **as** set out in this Appendix. Full Time employees on lay off will be offered work before the use of On-Call employees and students.

ARTICLE I

1.01 Purpose • As set out in Article I of the main body of the Agreement

1.02 On-Call Work Force
On-call employees will be utilised in cases of absenteeism, vacation periods, peak customer demands, couponing and other such work which is of an on-call nature. The Company agrees that the number of on-call employees (exclusive of student employees) working at any one time will not exceed 15% of full time employees, except where mutually agreed.

ARTICLE **II** - Relationship • **as** set out in Article **II** of the main body of the Agreement.

ARTICLE **III** • Union Recognition - as set out in Article III of the main body of the Agreement.

ARTICLE **IV** - Management Rights • **as** set out in Article **IV** of the main body of the Agreement.

ARTICLE **V** - Strikes and Lockouts • **as** set out in Article **V** of the main **body** of the Agreement.

ARTICLE **VI** • Union Security • **as** set out in Article **VI** of the main body of the Agreement except **6.06, 6.08 a)** and 6.10 which are not applicable. **Note:** Article **6.05** reference to **15** months shall be deemed to read “2600 hours worked”.

ARTICLE **VII** - Representation
The interests of On-Call employees will be represented by the full time stewards and various union ~~committees~~ set out in the body of the Collective Agreement.

ARTICLE **VIII** - Qualifications ~~of~~ Stewards, Officers and Members of Committees - Does Not Apply

ARTICLE **IX** • Grievance Committee - ~~Does~~ Not Apply

ARTICLE X - Grievance Procedure - **as** set out in Article X of the main body of the Agreement.

ARTICLE XI - Arbitration - as set out in Article XI of the main body of the Agreement.

ARTICLE XU - Discharge Cases - as set out in Article XII of the main body of the Agreement except **as** follows:

12.01 b) A probationary On-Call employee may be discharged at the sole discretion of the Company. Such employee does not have recourse to the grievance and arbitration Articles of this Agreement.

ARTICLE XIII - Management - as set out in Article XIII of the main body of the Agreement.

ARTICLE XIV - Seniority

14.01 An On-Call employee shall acquire seniority after completing a probationary period of forty-five (45) shifts worked or three hundred and sixty (360) hours in any nine (9) consecutive month period.

An On-Call listing of employees according to hours worked shall be prepared each January and July and a copy will be sent to the Union.

It is further understood that any On-Call employee shall not be subject to Article 14.01 a) of the main body of the Agreement, probationary period, if successful on a permanent job posting and has completed the On-Call probationary period.

ARTICLE XV - Leave of Absence - Does Not Apply

ARTICLE XVI - Health and Safety - **as** set out in Article XVI Articles 16.01, and 16.02 of the main body of the Agreement.

ARTICLE XVII - Credited Service - **Does** Not Apply. (~~For~~ full time employees who become On-Call employees see Article XXVII Voluntary Transition to On-Call).

ARTICLE XVIII - Hours of Work

- 18.01
- a) Schedules of work are not a guarantee of hours of work per day or per week, or of days of work per week.
 - b) Normally, On-Call employees may **be** scheduled up to thirty (30) hours per week to **be** worked in five (5) days or less.
 - c) An On-Call employee may exceed thirty (30) hours in a week periodically without affecting their on-call status.

ARTICLE XIX - Overtime Provisions

- 19.01 Overtime shall be paid at the rate of one and one half (1%) the regular rate for all hours worked in excess of normal hours a day (8, 8.5 or 10 hours as the case may be) or after 40 or 42.5 hours, as the case may be, worked in a week. There shall be no duplicating or pyramiding of premium hours.
- 19.02 In the special case of weekend or statutory holiday overtime, where qualified regular full time employees are unavailable to work, On-Call employees can be used in conjunction with this Article.

ARTICLE XX - Job Posting

- 20.01 The Company will advise employees when it has a permanent full time vacancy which it wishes to fill so that interested employees may make application for the position. The Company will give consideration to applications received from On-Call employees AFTER full time employees have exercised their seniority rights under Article 20 of the body of the Agreement and BEFORE considering outside applicants. An On-Call employee who has completed the On-Call probation period and who becomes a full time employee will not be required to complete the full time probation period.

ARTICLE XXI - Vacation Plan

- 21.01 On-Call employees will receive vacation pay and time off in accordance with the Employment Standards Act.

ARTICLE XXII - Recognized Holidays

- 22.01 On-Call employees will be eligible for **Statutory** Holidays and pay in accordance with the Employment Standards Act.

ARTICLE XXIII - Displacement - ~~Does~~ not apply. (For full time employees who become On-Call employees see Article 27.02 Voluntary Transition to On-Call).

ARTICLE XXIV - Plant Closure - Does not apply. (For full time employees who become On-Call employees see Article 27.03 Voluntary Transition to On-Call).

ARTICLE XXV - Termination and Modification - as set out in Article XXV of the main body of the Agreement.

ARTICLE XXVI - Wage Rates

- 26.01 On-Call employees will be paid 80% of the job classification in which they work.

- 26.02 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.

ARTICLE XXVII - Voluntary Transition to On-Call

- 27.01 In the event a full time employee on the payroll voluntarily agrees to reduce their employment status to On-Call, then notwithstanding anything to the contrary in this Appendix "A", the following conditions shall apply:
- a) Any employee ~~so~~ choosing this option shall meet with the Company and the Union to establish the hours of work available, qualifications and priority of being called, establishing an agreement.
 - b)
 - i) If the employee has one year of active employment at the time of converting to On-Call, the employee will be paid at their full time job rate for any hours worked during the one year period following their date of conversion; thereafter, they will be paid at the On-Call rate.
 - ii) When a full time employee reverts back ~~to~~ On-Call status their years of service will be converted to hours for placement on the On-Call list.
 - c) The Company will continue to pay for one year the present premium cost to maintain the life insurance, accidental death and dismemberment, extended health care and dental plan (Part A) at the level it was immediately prior to becoming On-Call. Continued eligibility will be subject to the On-Call employee working ~~an~~ average of twenty hours or more per week in the previous quarter (reviewed quarterly based on the effective date of the original layoff). Following this eligibility period of up to one year, the employee will pay one-half (½) of the required premium cost and the Company will pay one-half (½) for 1 additional year, if they elect to continue the benefits specified above.
 - d) During the first year ~~as~~ a On-Call employee, the rate of vacation pay accrual will be based on their entitlement ~~as~~ a full time employee immediately prior to converting to On-Call; thereafter, their vacation pay will be in accordance with the provisions for On-Call employees.
 - e) A regular full time employee who retires and is rehired within one year of their retirement date as an On-Call employee shall be exempt from serving a probation period.

- f) A regular full time employee who voluntarily converts to On-Call shall only be entitled to be rehired to full time employment once during their employment with the Company. If the employee is rehired to full time within one year from the date they converted to voluntary On-Call, they shall be credited with their previous full time seniority plus their On-Call hours worked converted in accordance with this Appendix.
- g) Any regular full time employee choosing the On-Call option per above will be eligible for benefit under Article XXIV Plant Closure provided the employee has been on the On-Call status for less than 15 months.



June 11, 1999

LETTER OF UNDERSTANDING
RE: Addiction

This will reconfirm the understanding set out in the letter dated May 8, 1988 between the Parties to the effect that :

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.

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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.



June 11, 1999

LETTER OF UNDERSTANDING

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RE: Maintenance Apprenticeship Program

In an effort to allow movement of Production or other non-Maintenance staff into the Maintenance department, a formal apprenticeship program has been established. Movement into Maintenance roles is not possible unless candidates have proven ready skills ~~as~~ determined by the Company. This program will ensure that minimum standards of all Maintenance staff ~~are~~ maintained.

The Company and the Union agree to administer the following program where applicable:

1. Take on one electrical and one mechanical apprentice under the qualifications required for this program.
2. Qualifications would include proven ability to learn ~~as~~ determined by aptitude testing. Current Maintenance staff are not eligible for future apprenticeship positions.
3. During the school portions of the program the apprentices shall have their income topped up by the difference between ~~EI~~ and their normal regular hours income (assuming this can be legally done) upon successful completion of each school term (success determined by ~~pass/fail~~). Their textbooks will also be covered ~~as~~ long as they remain onsite at Black Diamond ~~as a~~ reference for others. When the apprentices are required (by the ministry) ~~to~~ attend classes (outsidethe Belleville area) the Company will cover the mileage to and from the school (~~\$0.15/km~~).
4. The need for apprentices after the first successful applicants will be driven by projected staffing requirements (~~retirements/departures/plant~~ volume etc.).
5. Apprentices shall be paid:
 - a) Starting/learning rate of **\$16.00** per hour.
 - b) Increments: 1st school ~~term~~ pass: **\$16.47**
2nd school term pass: **\$16.94**
3rd school term pass: **\$17.42**
 - c) General Wage ~~increases~~ will be added to ~~the~~ above increments.

- d) Upon successful licensing, the rate for licensed MI-Electrical & M1- Mechanical staff shall apply.
 - e) Once the apprentice has obtained his Inter-Provincial license, and meets the qualifications **as** outlined on the Technologist's posting, the rate for M2-Technologist shall apply.
6. Apprentices who do not apply themselves as demonstrated by a school term failure may be reviewed by the Company and possibly removed from the program. They will return to fill open available Production positions or will exercise their seniority rights under Article 23-Displacement. They do not have the rights to automatically go back to their previous **job** unless it is open or is the junior position in the plant.
7. Apprentice **postings** will not be considered to be posted to a specific shift. The apprentices will usually be scheduled on day shift with the understanding that those apprenticing must move to the shift where work experience and qualified teachers exist for fixed periods of time.
8. Apprentices may be used **as** vacation relief **as** required.
9. At the end of an individual apprenticeship, shift by shift requirements will be assessed. **Postings/deletions corresponding** to the full time needs of the operation will be implemented. For those currently apprenticing (at June 10, 1999) the Maintenance department (fully qualified staff) will be realigned with seniority provisions recognized. All future apprentices will be assigned the open posting of choice providing qualifications for that position have been met.
10. Apprentices who decide to drop out of the program without Company approval before completion:
- a) Are not entitled to future apprenticeship consideration.
 - b)** Are eligible **to** return to open jobs in Production or,
 - c) Will exercise their seniority rights under Article 23 - Displacement. They do not have rights to automatically go back to their previous **job** unless it is open or is the junior position in the plant.
 - d) Agree to have half of their top-up payments to date automatically deducted from their pay (installments).
11. Program length is typically 4 years. If extensions to any program are required the Company must grant them in advance.



June 11, 1999

LETTER OF UNDERSTANDING

RE: EMPLOYMENT SECURITY

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 265 employees.
 - i) In any month where the workforce requirement drops below 265, 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 quarterly by the Labour-Management Committee.
- 4) The size of the Core Complement will be ~~posted~~ by the Labour-Management Committee quarterly 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) The Core Complement may be affected if Black Diamond warehousing is relocated outside of the cities of Trenton, Belleville and Napanee.



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CANADA

June 11, 1999

LETTER OF UNDERSTANDING

RE: CUT AND WRAP OPERATIONS

During the **1996** 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 Collective Agreement which expired February 28, 1996. This is applicable to employees **on** the payroll **as** at the date of cessation of the Cut and Wrap operation **who** were **also** employed **at** February 28, 1996.

Table E-1*

Points of Information for Employees Regarding Benefits
(Premiums 100% Company Paid)

Benefit	Eligibility	Effective July 1, 1999 unless otherwise specified	Comments
Life Insurance	3 Months	Spouse \$5,000 Employee 2 X Annual Earnings to next highest \$1,000	
Accidental Death & Dismemberment	3 Months	Employee \$15,000	
Weekly Indemnity	3 Months	66% to a maximum of \$440.00 per week	Effective Mar. 1, 2001 Maximum \$460 per week
Extended Health Care	3 Months	<ul style="list-style-type: none"> • Semi Private Hospital • Drug Card 80% reimbursed • Visioncare \$120.00/2 years 	No Deductible Effective Mar. 1, 2001 \$140.00/2 years
Dental Plan (New) (New)	1 Year	<ul style="list-style-type: none"> • ODA Fee Guide July 1, 1999 - 1997 Fee Guide Mar. 1, 2000 - 1998 Fee Guide Mar. 1, 2001 - 1999 Fee Guide Mar. 1, 2002 - 2000 Fee Guide • Basic Preventative • Major Restorative - 50% co-insurance. • Orthodontic Benefit - 50% co-insurance; Child Only. 	Up to \$1500.00 per year for each covered person Up to \$1000.00 per year for each covered person Up to \$1000.00 lifetime max. for each covered child.
Pension Plan	1 Year	Money Purchase Plan - Company to contribute \$18.00/week of credited service. Employee may match Company contribution.	Effective Mar. 1, 2000 increased to \$19.00/week Effective Mar. 1, 2001 increased to \$20.00/week Effective Mar. 1, 2002 increased to \$21.00/week
Long Term Disability (L.T.D.)	6 Months	Equal to 60% of your basic monthly earnings less C.P.P. disability off-set to a maximum insurance payment of \$1500/month.	Effective Mar. 1, 2002 increased to \$1800/month.

Additional Information Including Eligible Expenses and Summary Descriptions of Plan Benefits are Contained in the Benefit Booklets.

INDEX

Accidental Death & Dismemberment	37,51
Addiction	45
Address List	4
Appendix	40
Apprenticeship Program	46,47
Aptitude Test	22
Arbitration	7,8
Arbitrator	7,8,22
Attached Schedules	33,37,39
Bargaining Unit	2,9,22
Benefit Plans	37,38,51
Bereavement Leave	13
Bulletin Boards	4
Call in Pay	17,18,19
Canada Day	26
Canada Pension Plan	39
Carry Over Vacations	25
Clock Numbers	9,10
Complaints	6,8,9
Core Compliment	21,22,48,49
Cost of Living Allowance	35
Credited Service	14,15
Dental Plan	37,38,51
Disciplinary Letters	3
Disciplinary Record	4
Discrimination	1,2
Displacement	28,29
Employees Substituting	15,16,49
Executive Committee	5,9,28
Good Attendance	17
Grievance	2,6-9
Grievance Committee	6
Grievance Procedure	6,7
Health and Safety	13,14
Holidays	26
Holiday Pay	26,27
Job Posting	21-23,39,42,47,48,49

Jury Duty/Subpoenaed Witness Pay	13
Key Jobs	48,49
Lay-off	10,11,13,15,24,25,28,29
Lay-off Notice	29
Lay-offs Prior to the Observance of a	
Recognized Holiday	27
Leave of Absence	10-13
Bereavement	13
Parental	12
Personal Reasons	10
Public Office	11
Sickness/Injury	12
Union Business	11
Letter of Understanding	
Addiction	45
Apprenticeship	46
Cut and Wrap	50
Employment Security	48
Life Insurance	37,51
Lunch Period	15
Lunch/Smoking	17
Major Medical	37,51
Management	2,3,7,9,19,21
Management Rights	2
Ministry of Labour	8
Negotiating Committee	5,16
New Employees	4,33,34
Notice of Lay-offs	28
Outside Contractors	4
On-Call	40-44
Overtime	17-21,34-37,39
Overtime Immediately Required	18
Overtime Procedure	17-19
Parental	12
Pay in Lieu of Holiday	17,27
Permanently Demoted	22
Personal Reasons	10
Plant Closure	29-30
Preference of Job	28
Preferred Start Time	15,16
Pregnancy	12
Premiums	12,24,25,37,38
Probation	9

Probationary Employees	!
Qualified	22,35
Rate Protection	21
Recognized Holidays	26
Regular Duties	5,6
Regular Employees	9,10,11,35
Regular Rate	11,14,15,22
Retroactive Pay	34
Rest Period	17
Safety Boots	14
Seniority	9,14,18,21,28,25,28,29,37,39
Seniority List	4
Severance Pay	29,30
Shift Change	16,28,29
Shift Premium	33,34
Sickness/Injury	12
Smoking	17
Start Time	15,16
Starting Rate	35
Steward	3,4,5,9,28
Strike/Lockout	3
Student Help	39
Temporary Transfer	16,17,22
Temporary vacancies	16,29,30
Termination or Modification	32
Testing Procedure	33
Tool Allowance	34
Training	21,33
Transfers	16,17
Uniform Assessment	2
Union Dues/Participation	2
Vacations	24,25
Vacation Pay	24,26
Vacation Scale	24
Vacation Scheduling	25

58