

SOURCE	CO.		
EFF.	93	12	16
TERM.	95	12	15
No. OF EMPLOYEES	119.		
NOMBRE D'EMPLOYÉS	82		

COLLECTIVE AGREEMENT

BETWEEN: AULT FOODS LIMITED (hereinafter referred to as the "Company")

AND

**THE RETAIL, WHOLESALE/CANADA, CANADIAN SERVICE SECTOR
DIVISION OF THE UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC,
AND ITS LOCAL 440**

Contract Term: December 16, 1993 - December 15, 1995

**MAY
MAY 31 1995**

08232(03)

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COLLECTIVE AGREEMENT

BETWEEN: **AULT FOODS LIMITED** (hereinafter referred to as the "Company")

AND

THE RETAIL, **WHOLESALE/CANADA**, CANADIAN SERVICE SECTOR DIVISION
OF THE UNITED STEELWORKERS OF AMERICA, **AFL-CIO-CLC**, AND ITS
LOCAL 440

WITNESSETH THAT THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** This agreement is entered into by the parties in order to provide for orderly collective bargaining relations between the Company and those employees who come within the bargaining unit as hereinafter set forth.
- 1.02** It is the desire of **all** parties to this Agreement to cooperate in maintaining a harmonious relationship between the Company and its employees, and to provide an amicable method of settling differences or grievances having to do with the interpretation or violation of this Agreement.

OTTAWA LANCASTER DEPOT
COLLECTIVE AGREEMENT

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the exclusive representative and sole bargaining agent for all employees of the Company at 2370 Lancaster Road, in the City of Ottawa, including all those set forth in Appendix "A", save and except,

A) Foreman, persons above the rank of foreman, office staff, operating engineers, dependent distributors, independent distributors, Inspectors.

B) Employees hired for the seasonal period (April 1 to September 30), relief or other seasonal work; provided, however, that any employee who works for more than 60 days in the off season (September 30 to April 1) shall be included in the bargaining unit. Employees hired for seasonal or relief work shall pay Union dues during their term of employment.

2.02 If any of the work being performed within the scope of this bargaining unit is transferred to any location within Ottawa and the surrounding area, this Collective Agreement shall continue to apply to the work so transferred.

If any of the work being performed within the scope of this bargaining unit is transferred to the site of the Cumberland Township Plant this Collective Agreement shall continue to apply to the work so transferred. If, in the future, the two bargaining units (Plant and Frozen Depot) are amalgamated, the seniority and the jobs of the employees covered by this Collective Agreement shall be preserved within the larger bargaining unit. The Company will not contract out bargaining unit work as specified in Appendix "A" if it results in the layoff of a regular full time employee.

ARTICLE 3 - DEDUCTION OF DUES

3.01 The parties hereto agree to a checkoff compulsory upon all employees who come within the unit to which this Agreement applies. Such checkoff shall commence as of the date of execution of this Agreement. The amount to be deducted shall be such sum as may from time to time be certified in writing by the Union as having been assessed by the Union on its members according to its constitution for general Union purposes.

All sums so deducted by the Company in any calendar month shall be remitted by the Company to the Union by cheque prior to the tenth (10th) day of the month following that in which the deductions are made, and shall continue during the period of this Agreement.

3.02 The obligatory checkoff aforesaid shall be subject to any law or any regulation having the force of law from time to time in force.

3.03 The deduction on the records of the Company shall constitute the sum so deducted as money held by the Company in trust for the Union.

3.04 Upon completion of the probationary period as set forth in Article 6.01 A) all employees shall become members of the Union as a condition of employment.

3.05 There shall be no coercion, intimidation, restraint, penalty or discrimination against any employee by reason of his membership or activities on behalf of the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges subject to the terms of this Agreement that it is the exclusive function of the Company to hire, promote, demote, transfer, classify, reclassify and suspend employees, and also the right of the Company to discipline or discharge any employee for cause, such as drunkenness (or drinking alcoholic beverages while on duty; dishonesty, or

direct refusal to obey orders), provided that a claim by an employee, who has acquired seniority that he has been discharged or disciplined without reasonable cause may be subject of a grievance and dealt with as hereinafter provided. The Company **also** has the right to discipline an employee for being absent without leave or smoking in **prohibited** areas.

4.02 The Union recognizes the **right** of the Company to **operate** and manage its business in **all** respects in accordance with its commitments and responsibilities. The **location** of the plants, the products to be manufactured, **the** schedules of production and sales, the assignment of work, the methods, processes and means of manufacturing and distributing **used**, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery tools and employees are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter from time to time rules and regulations to be observed by the employees and agrees that these functions will not be exercised in a manner inconsistent with the provisions of the Agreement.

4.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Company rules, or of any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline of an employee; provided that an employee who has acquired seniority who claims he has been disciplined without just cause shall have the right to take his grievance through grievance procedure, as provided in Article 5 hereof.

ARTICLE 5 - REPRESENTATION. GRIEVANCE PROCEDURE. ETC.

5.01 The Company agrees that the employees shall have the right to representation by a Committee of not more than two (2) employees who shall have at least **twelve** (12) months of continuous service with the Company prior to their appointment or election. The Union shall advise the Company of the names of the Committee members and any subsequent changes. This Committee shall have the right to confer with Management on any grievance having to do with the interpretation or violation of this Agreement, and such Committee **shall** suffer no **loss** of pay while attending meetings with the Company.

The members of **this** Committee shall be granted the day off with pay for **all** contract negotiation meetings held away from Company premises prior to conciliation. The Steward will be present at all steps of the **Grievance** procedure if the employee requests.

5.02 No individual member or group of employees shall undertake to represent the **Local** Union at meetings with Management without proper **authorization** from the Local Union.

5.03 A grievance shall be defined **as** a complaint of an **employee** regarding the interpretation, application or alleged violation of the terms or provision of **this Agreement**, or, in the case of an employee who has acquired seniority under **this Agreement**, a **complaint** that **he has** been discharged or disciplined without just cause.

5.03(a) There shall be an earnest and honest effort to settle all grievances and disputes immediately; the procedure which shall govern the handling of such grievances and disputes between the Company and its employees will be as follows and not otherwise:

Step 1: Any employee subject to this agreement believing he has been **unjustly dealt** with or that any of the provisions of this Agreement have not been complied with shall take up the grievance. This grievance will be in writing and will be presented and discussed with the **Grievor's** Immediate Supervisor, with a Steward present, within five (5) **grievor's** working days from date of occurrence of the incident. Step #1 to be a verbal step.

A second meeting will be convened within five (5) Supervisor's working days from the date of the grievance with the Supervisor, **Grievor** and Steward present. The purpose of this meeting is to discuss the **Supervisor's written** response.

The Supervisor shall then receive, within five (5) **Supervisor's** working days, a **written** response from a Union Committee Member indicating that the Grievance has been **resolved**, or is proceeding to Step #2.

Step 2: If the grievance is not **resolved** at Step #1, the grievance shall be taken up between the Union Committee, the Warehouse and Distribution Manager and/or his designate, and Representative of the Union, **who** may be called in at the **request** of either party.

This meeting shall be scheduled within five (5) working days **following the date of the Union's** written decision rendered in Step #1. The final decision of ^{Warehouse & Distribution} **the General Manager, or his designate, will be rendered in** writing within five (5) working days following the meeting. A ^{Warehouse & Distribution} **copy of the General Manager's**, or his designate's, decision shall be given to the **Grievor**, the Chief Stewards, and the Union Office.

A Representative of the Union Office shall respond in writing to the Warehouse and Distribution Manager and/or his designate within fourteen (14) calendar days indicating whether this grievance will proceed or not.

Step 3: If not satisfactorily settled at Step #2, the grievance may be referred to arbitration to be arbitrated by a sole arbitrator. Either party must serve written notice to the other party of its intention to proceed to arbitration within fourteen (14) working days following the final decision given in Step #2.

5.04

Arbitration

- (a) If the parties to the grievance are unable to agree upon the selection of an **impartial** arbitrator within a period of five (5) days, then the arbitrator shall be such person as the Ontario Labour Management Arbitration Commission may designate or appoint.
- (b) The Company and the Union concerned shall be responsible for **one-half (1/2)** of the expenses and fees payable to the impartial chairman.
- (c) No matter may be submitted to arbitration which has not been property **carried** through all previous steps in the grievance procedure. However, the time **limits specified** in Article V may be waived by the **mutual** consent of the parties.

- (d) The arbitration proceedings shall be expedited by the parties hereto, and the decision of the impartial chairman will be final and binding upon the parties hereto.
- (e) It is understood that the impartial chairman shall have no authority to render any decision which in any way modifies, changes or amends any part of this agreement.

5.05 In no case shall the Company's liability relative to any grievance settlement exceed six (6) months prior to the date of the grievance.

5.06 The Grievor may elect to be present at all steps of the grievance procedure. If the Grievor provides forty-eight (48) hours notice that he is not able to attend a scheduled meeting, the meeting may be rescheduled. In all other cases scheduled meetings shall proceed.

Grievors will be paid straight-time earnings for time spent with both parties present to resolve grievances.

5.07 Subject to the approval of the employee involved and in the presence of the Supervisor, the Chief Steward shall be permitted to review the employee's pay records where it pertains to the facts of a Grievance.

5.08 An employee who has completed his probationary period and who claims he has been discharged without just cause shall file a written grievance at Step 2 of the grievance procedure, provided that the written grievance is submitted to the ^{Warehouse & Distribution} General Manager within five (5) days of the discharge.

5.09 Either party to this Agreement may file a policy grievance within thirty (30) days of the occurrence of the event on which the grievance is based. A policy grievance is a grievance by one of the parties to this Agreement arising out of the interpretation, administration or alleged violation of any of the terms of this Agreement, but excluding subject matter which can be presented by an employee as an individual grievance.

A Union policy grievance shall be filed at Step 2 of the grievance procedure. A Company policy grievance shall be filed with the Business Agent of the Union. In the case of a Company policy grievance, the parties shall meet within five (5) working days and the Union shall reply within a further five (5) working days. Failing settlement, the Company may submit the grievance to arbitration within twenty-five (25) working days of the filing of the grievance.

- 5.10** In the case of dismissal or suspension in which an employee is proven innocent through the grievance procedure, the said employee shall be compensated to the amount of any net wages lost since the dismissal or suspension by reason of same, or in such other manner as may, in the opinion of the Arbitrator, be justified.

ARTICLE 6 - SENIORITY

- 6.01** Fundamentally, rules respecting seniority are designed to give employees an equitable measure of security based on continuous service with the Company. The Company agrees to recognize total bargaining unit seniority in the event of transfer to a new location. Seniority shall be subject to the following terms and conditions:

A) There shall be a probationary period for each new employee of forty-five (45) working days, after which the employee shall be placed on the seniority list dating back to the original date of hire.

B) An employee shall not lose Seniority by reason of layoff if he is recalled within a maximum period of twelve (12) months unless otherwise agreed upon, provided such employee shall report for work as provided for under seniority rights, **Section 6.02 D**).

C) An employee granted leave of absence shall retain seniority for a period of ~~six~~ (6) months unless otherwise agreed upon between the Company and the Union Committee. Both the request and the response will be in writing.

D) If a full-time employee, who has attained seniority, is laid off due to lack of work and if part time work is available, then if the full time employee so requests and is qualified, he shall be given **preference** to work all such part time work at the hourly rate of the job performed. The Company shall maintain payment of all **benefits** for such employee provided the employee works in excess of twenty-four (24) hours per **week** in each week of the month. An employee's layoff date **will** be extended by each week an employee continues to work **40** hours per week beyond his initial layoff date.

6.02 Seniority rights shall cease for any one of the following reasons:

A) If an employee quits, and an employee shall be deemed to have quit when he gives notice of his desire to leave the Company's employment. Where possible, the Company shall obtain written confirmation from all employees who elect to quit.

B) If an employee is absent for more than one (1) working day without having applied for and obtained a leave of absence for a definite period from the Company, unless Management is notified thereof by the employee or his agent within the second day of such absence, unless prevented from doing so by illness or serious accident.

C) The employee fails to report to work at the expiration of his leave of absence.

D) If an employee fails to report for work after a layoff within three (3) days after notification by registered mail that he should return to work. This notification delivered to the last address given the Company by the employee.

E) If the employee is discharged and such discharge is not reversed under the grievance procedure.

6.03 A) In all cases of the filling of **vacancies** under Articles **6.04** and **6.05**, seniority in the department concerned shall govern, provided the senior employee possesses the necessary ability to perform the work required.

B) The procedure in **cases** of layoff and recall after layoff shall **be** as follows: The employee whose job is affected shall bump the most junior employee in his department provided the senior employee possesses the necessary ability to perform the work **required**.

The most junior **employee** thus affected shall bump the most junior employee in the bargaining unit provided the senior employee possesses the necessary ability to perform the work required.

6.04 Where there is a permanent vacancy or a permanent new job opening, the Company shall cause to be posted for a period of not less than three (3) working days OR its bulletin board a request for applications for said vacancy or vacancies, and applications shall be in writing in duplicate, one (1) copy to be **turned** in to the Company and one (1) to the Committee. Appointments shall be made in accordance with the provisions of Article 6.03; provided, however, that the Company may temporarily fill the vacancy until such appointment is made, but for no longer than seven (7) days, unless agreed upon by the Company and the Union Committee. Only the original vacancy and the first subsequent vacancy, resulting from the original posting shall be posted for bidding as provided above. The first subsequent vacancy, however, will not be posted prior to the completion of the trial period as provided for in Article **6.06**.

6.05 No employee shall be entitled to exercise seniority rights under the provisions of Articles **6.04** and **6.05** on more than one (1) occasion in any twelve (12) month period except when a job is eliminated, prior to the end of **the twelve** (12) month period.

6.06 If after a trial period of not less than ten (10) working days or earlier by mutual agreement, the employee is proven to be unsatisfactory in the position to which he bid under the provisions of Articles **6.04** and **6.05**, he shall be **returned** to his former position. Job instructions will be provided during the trial period as deemed necessary by the Company. The Company, however, will not be required to **supply** driver training in any way.

6.07 In case a job is discontinued, the employee from said job may exercise his seniority rights, as provided in Article 6.03. If the job is reestablished within **twelve** (12) months or less, the employee who **originally** occupied said job shall have first choice to return to the job when reestablished, and such move shall not affect his rights under Article 6.05 above.

6.08 There shall **be** a chief steward and an assistant steward. Only the chief steward **will** have top seniority over all other employees during his term of office. **This shall apply** in case of layoffs only.

6.09 Any employee with seniority shall be granted leave of absence for a reasonable period to attend Union conventions, providing that at least seven (7) days' notice is given to the Company.

The leave shall be granted without pay and without loss of seniority provided that the leave shall not seriously interfere with the business of the Company, and further provided that not more than two (2) employees shall be on leave of absence at one time to attend Union conventions.

6.10 In the event that an employee of the Company who is not covered by this Agreement is transferred to a position covered by this Collective Agreement, then for the purpose of this Article, the employee's length of service shall date from the date of his transfer to the said position covered by this Agreement, but for the purpose of vacations (Article 14), his length of service shall equal his length of continuous **service** with the Company.

ARTICLE 7 - GENERAL WORKING CONDITIONS

7.01 Any member wishing to leave the employ of the Company, shall give the Company one week's notice. The Company shall give one week's notice to any employee having seniority who is to be **laid-off**. In case of a permanent layoff as defined by the Employment Standards Act, the Company will provide notice in accordance with the Employment Standards Act.

- 7.02** The chief steward shall be notified of the dismissal of any employee. The Company agrees to notify the shop steward on the abolition of any job or operation as soon as possible.
- 7.03** A shop steward, or another Union member chosen by the employee invoked, **shall** be present when any member of the bargaining unit is:
- A) Accused of or questioned regarding a **serious** breach of the Collective Agreement or the Plant rules;
 - B) given an **official** reprimand, suspended or discharged.
- 7.04** Should the job content and employee schedule times be subject to change, or a new job, not listed in Appendix "A", **is** established, the matter shall be fully discussed between the Company and the Union prior to such change being effected. In the event that there is a significant change **in** the content of **a** job, or on the establishment of a new job, the parties shall agree to the wage rate to be applied to the job. If the rate is still in dispute following a meeting of the parties, the Company's decision shall stand, except that within **10** days of this meeting, the Union may refer the dispute to the final step of the grievance procedure. If this is done in a **timely** manner as above, the issue may be processed as a grievance to arbitration. The arbitrator shall have regard to other existing rates in the Collective Agreement. Any adjustments upwards or downwards to the rate by the **arbitrator** shall only be effective from the date of the arbitration award.

ARTICLE 8 - NOTICE BOARD

- 8.01** Notices, other than those of Union meetings,, or the posting of the Collective Agreement, shall require approval of Management prior to being posted on the bulletin board. The Union shall have the use of the bulletin boards for the posting of notices, subject to the above **conditions**.

ARTICLE 9 - TEMPORARY ASSIGNMENT

- 9.01** Where an employee is assigned temporarily to perform work in a classification paying a lower rate than his own, he shall be paid his regular rate unless the temporary transfer is at his own request or as an alternative to his being laid-off.
- 9.02** Where an employee is assigned to perform work temporarily in a higher rated classification than his own, he shall receive the higher rate of pay for the time worked in the higher classification in that pay period, provided that during the pay period he worked more than one (1) hour in the higher classification.

ARTICLE 10 - FIRST-AID AND LUNCHROOM FACILITIES

- 10.01** The Company will provide suitable first-aid facilities and lunchroom for the use of employees.

ARTICLE 11 - WEARING APPAREL AND BOOTS

- 11.01** The Company agrees to supply suitable outer garments to ice cream storage personnel and to launder same. It is understood and agreed that when one type of clothing as above has been supplied to an employee a change to another type shall be made only at the discretion of the Company.
- 11.02** The Company will supply winter safety boots to ice cream storage personnel, or the appropriate footwear for the job being performed, and to replace same when worn out due to normal wear and tear. The employee shall be responsible for boots supplied under this clause and shall replace same if lost or stolen. Employees must wear safety footwear at all times while performing their duties.
- 11.03** Employees will use all reasonable care to avoid loss or unnecessary damage of clothing supplied under this section.

ARTICLE 12 - VACATION. SEASONAL. RELIEF EMPLOYEES. ETC.

12.01 For the purpose of clarity, **employees** classified as vacation, seasonal, or relief workers, and those regularly employed for not more than **twenty-four** (24) hours per week, **shall** not be entitled to any welfare or pension benefits, shall not be entitled to use the grievance procedure or arbitration procedure set forth in **Article 5** of this Agreement, and shall have **seniority** rights, provided, however, that if any such employee is reclassified by the Company **as** a full-time employee, then that employee's seniority shall date **as** of his date of employment with the Company in that **calendar** year.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.01 A) The regular work week shall consist of forty (40) hours.

B) There shall be two **(2)** fifteen **(15)** minute rest periods each assigned shift.

13.02 A) Overtime at the rate of time and one-half (1 **1/2**) shall **be** paid for time worked in excess of forty (40) hours in any one **(1)** week or, depending on the regularly assigned work day, over eight (8) or over ten (10) hours in any one **(1)** day. Time worked on a Sunday shall be paid for at the rate of double time **(2 x)**.

B) For all part-time employees covered by this Collective Agreement, overtime at the rate of **time** and one-half (1 **1/2**) shall **be** paid for time worked in excess of eight (8) hours or ten **(10)** hours in any one (1) day depending on whether the employee was working a greater amount of the day on a job **normally** designated as an eight **(8)** hour or ten (10) hours work day job, respectively.

13.03 In a week where a statutory holiday occurs the overtime rate shall apply during such work week on any time in excess of **32** regular hours. For employees whose regular schedule consists of ten (10) hour shifts, the overtime rate for purposes of this clause only shall apply after **30** regular hours.

- 13.04** There are to be no split shifts. Employees working on their assigned days, but less than forty (40) hours per week, shall be paid for forty (40) hours per week, provided the employee completes the work required of him.
- 13.05** Depending on the regularly assigned work shift, anytime worked on the employee's fifth (5th), sixth (6th) or seventh (7th) day for an employee on the four ten (10) hour shift; or an employee's sixth (6th) or seventh (7th) day for an employee on the five eight (8) hour shift, shall be paid at time and one-half (1 1/2), with a guarantee of not less than four (4) hours work on such extra days that the employee is so required to work.
- 13.06** The assignment of overtime shall be made by first asking the employees normally performing the job on which overtime is required and then proceeding in order of seniority until the required number of employees possessing the required skills is obtained. Failing this, the assignment will finally be made by selecting the junior employees possessing the required skills. The employees thus selected will then be required to perform the overtime work.
- 13.07** Exceptions to the provisions of this Article may be made by mutual consent by both parties to this Agreement.
- 13.08** Supervisors and other Company employees excluded from the bargaining unit shall not perform work normally performed by bargaining unit members except in the following circumstances:
- A) To perform experimental work, new operations, or set up work;
 - B) To relieve an employee at his own request;
 - C) When necessary to diagnose and/or correct operating difficulties;
 - D) To instruct or train employees;
 - E) When employees qualified to perform the work have refused call-in opportunities;
 - F) Other emergency situation beyond the control of the Company.

- 13.09** An employee who has completed a full shift and is called back to work after having left the premises shall receive a minimum of four (4) hours' work or four (4) hours' pay at one and one-half (1 1/2) times his regular straight time rate. Any employee whose regularly scheduled shift is changed and is not given at least twenty-four (24) hours notice shall be paid time and one-half (1 1/2) for all hours worked prior to the beginning of his regularly scheduled shift and after the end of his regularly scheduled shift.
- 13.10** An employee required to work in excess of four (4) consecutive hours of overtime at the conclusion of his regular shift will be given a meal allowance of four dollars (\$4.00).
- 13.11** A full time employee, upon request, will be permitted where practical to replace another full time employee on another shift within the same job classification on a temporary basis when the replaced employee is on a prolonged absence.

ARTICLE 14 - VACATIONS

- 14.01** All employees who have one (1) year seniority with the Company as of April 1st in any year shall be entitled to two (2) weeks' vacation with pay.
- 14.02** All employees who have five (5) years seniority with the Company as of April 1st of any year shall be entitled to three (3) weeks' vacation with pay.
- 14.03** All employees who have eleven (11) years seniority with the Company as of April 1st of any year shall be entitled to four (4) weeks' vacation with pay. Effective January 16, 1991 all employees who have ten (10) years seniority with the Company as of April 1st of any year shall be entitled to four (4) weeks' vacation with pay.

- 14.04 All employees who have twenty (20) years seniority with the Company as of April 1st of any year shall be entitled to five (5) weeks' vacation with pay. Effective January 16, 1991 all employees who have eighteen (18) years shall be entitled to ~~five~~ (5) weeks' vacation with pay.
- 14.05 All employees who have ~~twenty-seven~~ (27) years seniority with the Company as of April 1st of any year shall be ~~entitled to six~~ (6) weeks' vacation with pay.
- 14.06 A) An employee hired after April 1st in any year shall not be entitled to any vacation in the following year, but shall be paid four percent (4%) of his gross earnings from his date of hire to December 31st in that year.
- B) Vacation pay for employees who worked forty (40) or more weeks in the prior calendar year shall be based on the appropriate percentage of the employee's gross earnings in the previous calendar year, or one (1) week's pay, for the current year, whichever is greater, for each week of vacation entitlement.
- C) Vacation pay for employees who worked less than forty (40) weeks in the prior calendar year shall be based on the appropriate percentage of the employee's gross earnings in the previous calendar year, for each week of vacation entitlement.
- 14.07 A) the Company agrees to post a vacation schedule prior to April 1st in each year and to complete the schedule prior to May 1st in each year. Time of vacation shall be granted based on the seniority of the employees within the bargaining unit subject to the maintenance of efficient operations in all department. Vacations shall be scheduled between the period of May 1st to October 31st in each year.

It is understood and agreed that an employee shall not have more than two (2) weeks' vacation during the said period May 1st to October 31st, unless it is agreed to by Management and provided it does not interfere with another employee's vacation.

B) If an employee chooses his initial two (2) week period outside the period may 1st to October 31st, then his choice shall not be affected by any other employee.

C) After May 1st no changes to the vacation schedule may be made unless by mutual agreement and provided it does not affect another employee's choice of dates. Any changes made after May 1st shall be posted and any periods of time thus opened shall be offered by seniority to any interested employees.

14.08 In the event that a plant holiday falls during an employee's vacation period, then he shall receive one (1) additional day's pay or an additional day off added to his vacation, as agreed by the two parties.

14.09 In addition to the foregoing provisions for vacations with pay, all employees covered by this Agreement who have attained seniority shall be granted three (3) additional days off with pay which shall be added to the employee's vacation or granted on an anniversary, birthday, or some other date as may be agreed between the Company and the employee. It is understood that should any government legislate any additional statutory holidays, one of the "floaters" shall be assigned to that day.

14.10 Employees with four (4), five (5), or six (6) weeks vacation entitlement can carry over up to two (2) weeks vacation to the next vacation year. The next year, the employee's full entitlement must be used.

ARTICLE 15 - PAID HOLIDAYS

15.01 The following paid holidays shall be granted with pay to all employees:

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

15.02 All employees will be paid a regular day's pay for the above holidays whether they work or not, and employees required to work shall be paid an additional day and one-half (1 1/2) pay. Any employee absent without leave on the day preceding, or the day following any of these holidays will not receive the benefit of this clause for the holiday in question. An employee who is absent from work due to sickness or accident will nevertheless receive payment for the statutory holiday, provided:

- A) The employee has worked for the Company at least one (1) full day in the thirty (30) day period immediately prior to the day on which the holiday is observed by the Company, and
- B) The employee is not eligible for Worker's Compensation benefits or Sick Pay for the day on which the holiday is observed by the Company, and
- C) The employee has completed the probationary period under this Agreement prior to the day on which the holiday is observed by the Company.

15.03 In the event a statutory holiday is observed on a regular day off, such employee will be paid eight (8) or ten (10) hours for that day, regardless of his regularly assigned shift.

15.04 The Company will endeavour to schedule work on a statutory holiday at least one (1) week in advance.

ARTICLE 16 - EMPLOYEE BENEFIT PROGRAMS

The Company will pay on behalf of the employees its share of the premium **cost** for the following benefits for all **eligible** employees with at least three (3) months' **seniority**, and the eligible dependents of employees with established seniority. All benefits **will** be subject to the terms and **conditions** of the governing **master** insurance policy.

16.01

EMPLOYEE PREMIUM
CONTRIBUTION

IDENTITY OF PLAN

A) Quebec Medicare and Ontario Health Insurance Plan (OHIP)

NIL

The Company **will pay** one hundred percent (100%) of OHIP premiums for all Ontario residents covered by this Agreement excluding probationary, temporary, seasonal and part-time employees. Quebec residents who qualify will be paid a lump sum annually of one hundred **dollars** (\$100.) in lieu of Quebec Medicare premiums.

<u>IDENTITY OF PLAN</u>	<u>EMPLOYEE PREMIUM CONTRIBUTION</u>
<p>B) Major Medical Insurance including prescription drug plan</p> <p>Calendar year deductible ten dollars (\$10.) per single employee and twenty dollars (\$20.) per family.</p> <p>Semi-private hospital room: Full cost of semi-private hospital room effective March 9, 1994 (difference between full cost and Ontario Health Plan).</p>	<p>NIL</p>

<u>IDENTITY OF PLAN</u>	<u>EMPLOYEE PREMIUM CONTRIBUTION</u>
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C) Group Life Insurance	NIL
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Active employees - Eighteen thousand dollars (\$18,000) on the life of each employee.

The benefit will be increased to Nineteen thousand dollars (\$19,000.)

effective December 16, 1994.

The benefit will be increased to

Twenty thousand dollars

(\$20,000) effective December

16, 1995.

Retired employees - one

thousand dollars (\$1,000.)

on the life of each employee.

Two thousand dollars (\$2,000)

for employees retiring on, or after

January 16, 1991.

<u>IDENTITY OF PLAN</u>	<u>EMPLOYEE PREMIUM CONTRIBUTION</u>
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D) Dental Insurance

NIL

I) **1992 ODA** Schedule of fees

Effective March 9, 1994 - 1993

ODA schedule of fees. Effective

December **16, 1994 - 1994 ODA** schedule of fees.

II) Blue Cross Dental Plan #9

or its equivalent coverage provided with carrier to be determined by the Company.

E) **Weekly** Indemnity Benefits

NIL

Employees disabled due to non-occupational accident or sickness will be eligible for a benefit

equal to ~~66~~ **2/3%** of their basic wages plus commission up to the UIC maximum.

IDENTITY OF PLANEMPLOYEE PREMIUM
CONTRIBUTION

Accident and Sickness Benefit.

The benefits are payable on the fourth (4th) day of disability due to accident, the fourth (4th) day of disability due to sickness, and are payable for up to a maximum of **fifty** two (52) weeks.

F) Long Term Disability

A long Term Disability Plan with a maximum benefit level of **\$1,800** per month for new claims commencing after December 16, 1994 for eligible employees beginning the 53rd week of disability, with the exhaustion of the Weekly Indemnity Plan Benefit. The long Term Disability Income Benefit is payable for the first two years following the end of the 52nd week of disability to employees who are unable to perform any job in the Bargaining Unit. After which

- (a) For those employees with less than 5 years service, Long Term Disability **will** continue if they are totally disabled, and
- (b) For those employees with 5 years service or more, Long Term Disability **will** continue until the employee can return to perform bargaining unit work either by filling a vacant position or bumping a more junior employee in the bargaining unit whose job he is able to do. An employee is considered "totally disabled" when the nature and degree of the disability is such that the employee cannot perform each and every duty of any occupation for which he/she is reasonably suited having regard for education, training and experience. For purpose of this benefit, Company service is counted as of the date of the qualifying accident or disability.

G) **Optical Plan**

To provide a maximum benefit of **seventy-five** dollars (**\$125.00**) every twenty-four (**24**) months effective on December **16, 1994**.

H) **Sick Pay Plan**

(1) **Eligibility:**

Employees with less than one (**1**) year's service will begin to participate in the Sick Pay Plan in the month following the month in which they complete one (1) year's service.

(2) **Accumulation:**

Sick Pay credits will accumulate at the rate of four (4) hours pay at the current hourly rate of pay for each month of service for all eligible employees.

(3) **Withdrawals:**

There will be no draw against accrued days in the sick bank unless the employee has established a claim under the weekly indemnity plan. This having been done, he then may at his own option draw sick pay credits equivalent to the number of working days missed prior to the establishment of the claim, providing he has sufficient days banked.

(4) Service:

For the purpose of ~~calculating~~ benefit ~~accruals~~, service shall be defined as time actually worked in a ~~regular~~ job classification with the exception of absence due to ~~lost time~~ accidents which occur on the job or absence due to ~~illness~~. Prolonged periods of absence due to illness, for the purpose of this section, ~~shall~~ be discussed between the Company and the Union. In no event shall an employee absent from work through illness for a period longer than ~~twelve~~ (12) consecutive months continue to accumulate ~~sick~~ pay ~~credits~~.

(5) Pay-Out:

It is agreed that the Company will pay off any unused sick pay credits at the end of each calendar year. This payment ~~will~~ be made by December 15th of each year.

16.02 All new eligible employees shall, as a condition of employment, participate in the above plans and shall make application for coverage as required therein. All participating employees shall make contributions as required therein.

16.03 It is understood and agreed that in the event that some form of government welfare plan is imposed during the life of this Agreement, then the portion that the Company may be required to contribute to that government plan shall be deducted from the amount the Company is, at that date, paying under this Article. It is not the intention that this apply to increases in premium for any of the existing plans.

As well the full employees portion of any reduction in Unemployment Insurance Commission premiums resulting directly from Unemployment Insurance approval of the Company Weekly Indemnity Plan, is included as part of the negotiated wage increases and improved benefits contained in this Collective Agreement.

- 16.04 It is not the intent of the Company to provide double coverage for any employee. Therefore, if a married employee is insured under his spouse's insurance plan, the Company will not provide any duplication of coverage.
- 16.05 During a layoff of twelve (12) months or less but thirty (30) days or over, Group Life and Sickness and Accident Insurance will be cancelled, and Medical and Hospital Plan transferred to a "Pay Direct" basis at the employee's expense. Upon return to work, insurance benefits will be reinstated immediately and Medical and Hospital Plans returned to a "Group" basis, in accordance with the above plan.
- 16.06 In the case of death of any participating member of the Local 440 Death Benefit Plan, upon written notice from the officers of the Local Union, the Company agrees to deduct the sum of two dollars (\$2.00) from the pay of each employee in the bargaining unit and forward such deduction to the Secretary-Treasurer of the Local Union.

ARTICLE 17 - BEREAVEMENT PAY

It is agreed that in case of death in an employee's immediate family, that is spouse or children, the employee may be granted up to a maximum of five (5) days leave of absence from work with pay at his regularly assigned work shift for justifiable absence in connection with attending the funeral or making funeral arrangements. In the case of death of an employee's parents, mother-in-law, father-in-law, brother or sister of the employee, the employee may be granted up to a maximum of three (3) days' leave of absence from work with pay for justifiable. In case of the death of an employee's grandparents, brother-in-law and sister-in-law, the employee may be granted one (1) day's leave of absence with pay for justifiable absence, unless it is necessary to travel the majority of a day to attend the funeral, in which case, an extension of two (2) additional days with pay may be granted..

ARTICLE 18 - WAGES

The wage schedule as revised shall be as set out in Appendix "A" hereto.

ARTICLE 19 - NO STRIKE - NO LOCKOUT

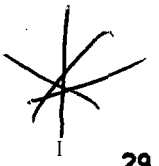
- 19.01** In view of the ~~orderly procedure~~ established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement there **will** be no strike, picketing, slowdown ~~or~~ stoppage of work either ~~complete~~ or partial, and The Company agrees that there will be no lockout.
- 19.02** The Company shall have the **right** to discharge ~~or~~ otherwise discipline **employees** who take part in or instigate any strike, picketing, stoppage ~~or~~ slowdown, but a claim of unjust discharge ~~or~~ treatment may be the subject of a grievance and dealt with as provided in Article 5.
- 19.03** Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company as provided in Article 5.

ARTICLE 20 - JURY DUTY

- 20.01** An employee who has acquired seniority and who is summoned ~~for~~ Jury Duty ~~or~~ as a Crown witness shall be paid eight (8) or ten (10) hours at his regular straight time rate for each day he is compensated by the Crown. The employee shall surrender his Jury Duty pay cheque or witness fees to the Company to substantiate any **claim** under this clause.

ARTICLE 21 - SEVERANCE PAY

- 21.01** A full time regular permanent employee with two (2) or more years seniority who is **permanently** laid off shall be eligible for severance pay if not recalled **within 13** weeks from date of layoff. Severance pay **will** be calculated on the basis of one week of pay **per** year of completed service with the Company up to the date of layoff.
- 21.02** The employee shall have the right at any time after the thirteen week period to waive in writing his right to recall and shall receive severance pay.



21.03 It is agreed anyone claiming severance above shall have no further claim to the Company.

ARTICLE 22 - DURATION OF AGREEMENT

22.01 This Agreement except as **otherwise** expressly stated therein, **shall become effective** on December 16, 1993 and shall remain in effect until December 15, 1995, and **shall continue** in force from year to year **thereafter**, unless in any year not more than **ninety (90)** days and not less than thirty (30) days before the end of any yearly period, either party **shall** furnish the other with notice of termination of, or proposed revision of, this Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the 03 day of Nov., 1994

AULT FOODS LIMITED

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RETAIL, WHOLESALE/CANADA, CANADIAN
SERVICE SECTOR DIVISION OF THE
UNITED STEELWORKERS OF AMERICA,
AFL-CIO-CLC AND ITS LOCAL
440

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OTTAWA LANCASTER DEPOT
COLLECTIVE AGREEMENT

APPENDIX "A"CLASSIFICATIONRATES PER HOUR

	Effective <u>Dec.16/90</u>	Effective Dec 16/91	Effective Dec 16/92	Effective Dec 16/93	Effective <u>Dec 16/94</u>
Lead Hand	16.51	17.34	18.21	18.21	18.53
Ice Cream Storage	16.37	17.19	18.04	18.04	18.36
Part-time	13.47	14.14	14.85	14.62	14.62

Lump sum payment of **\$500.00** to all employees on the seniority list as of the Date of Ratification of this Agreement. As long as Luc Dube is a part-time employee his rate will be **\$14.85**.

SHIFT BONUS

A shift bonus of thirty-five cents (**\$0.35**) per hour shall be paid on all shifts starting at or before 4:00 A.M. and on all shifts starting after 4:00 P.M. Effective January 16, 1991 the shift bonus will be increased to fifty-cents (\$0.50) per hour.

PREMIUM PAY

Effective December 16, 1990 a premium pay of **\$0.85** per hour will be paid quarterly on all hours worked. Effective December 16, 1991 premium pay will be increased to **\$0.95** per hour and effective December 16, 1992 premium pay will be increased to **\$1.00** an hour.

APPENDIX "B"**RE PART TIME EMPLOYEES**

A part time employee is defined as an employee who works within the seasonal period (April 1 to September 30) and who works no more than 60 days prior to April 1 of the following year.

There shall be a separate service list for part time employees.

A part time employee may perform work anywhere a full time position does not exist. This will include seasonal work, replacing full time employees on vacation, Worker's Compensation sick leave or leave of absence.

In circumstances where a full time employee is absent for his regular 40 hour work week, the senior part-time employee shall be offered 40 hours of work, provided such work is reasonable, available and scheduable, and provided that he is available, qualified and able to perform the work.

Where a full time position becomes permanently available, the Company shall not fill such a position with two or more part time employees. The Company, however, reserves the right to determine the need for such permanent positions and nothing herein shall abrogate the Company's rights as set forth in Article 4.

While the parties recognize that the hours of part time employees may fluctuate from week to week because of availability of work, employee qualifications and availability of employees, the Company will ensure that part time employees are assigned work by service, provided they are qualified, available and able to perform the work.

A part time employee shall not be used to replace a full time employee where an overtime opportunity would exist that is immediately following that particular full time employee's shift.

Part time employees shall be considered for full time vacancies by seniority provided they are qualified and able to perform the job.

Part time employees shall be eligible to use the Grievance and Arbitration procedures as outlined in this Agreement with respect to any of the provisions set forth in this Appendix only.

Calculation of Service

A part time employee's service shall date back to his last date of hire.

The seniority of a part time employee who achieves full time status will date back to his first date of employment with the Company in that calendar year.

The service list will be posted on the premises and copies given to the Union Committee.

Overtime, at the rate of time and one-half (1 1/2) shall be paid for time worked in excess of eight (8) hours or ten (10) hours in any one day depending on whether the employee was working a greater amount of the day on a job normally designated as a eight (8) hour or ten (10) hours work day job, respectively.

Part time employees who do not work for five consecutive calendar months shall be removed from the service list and shall have no further claims upon the Company.

The 45 day probationary period referred to in Article 6.01(a) does not apply to part time employees who have worked for more than 45 days.

For the purpose of clarity, part time employees, as well as probationary employees, shall not be entitled to any welfare or pension benefits, shall not be entitled to use the grievance procedure or arbitration procedure set forth in Article 5 of this Agreement, except as provided for in this Appendix and shall have no seniority rights, except as provided for in this Appendix provided however, that if any such employee is reclassified by the Company as a full time employee then that employee's seniority shall date as of his employment with the Company in that calendar year.

DATED Nov 03/94

FOR THE COMPANY:

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FOR THE UNION:

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LETTER OF UNDERSTANDING #1

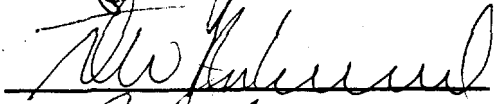
The Company agrees to pay an advance of \$250.00 per week commencing on the regular pay day for the 2nd week of illness to employees who have applied for Weekly Indemnity Benefits set out in the Collective Agreement.


The Union acknowledges, in consideration of the above, that any employee in receipt of such weekly advances shall:

- (a) Reimburse the Company such amount in total upon the employee receiving his benefit cheques from the insurance company.
- (b) Reimburse the Company such amount in total, should the Weekly Indemnity claim be rejected by the Insurance Company.
- (c) Sign a promissory note to the Company prior to the first Company advance.

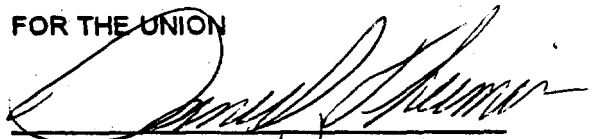
FOR THE COMPANY

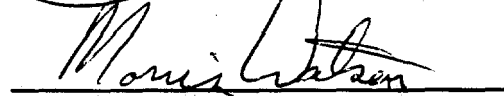





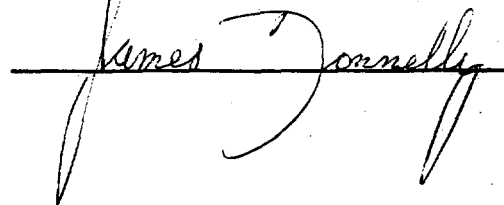


FOR THE UNION









LETTER OF UNDERSTANDING

The parties agree to meet, within one month of ratification of this agreement, to jointly create a Gainsharing Plan covering all employees of the Lancaster Road Depot.

DATED Nov 03/94

FOR THE COMPANY

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FOR THE UNION

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**OTTAWA LANCASTER DEPOT
COLLECTIVE AGREEMENT**

