

SOURCE	COMP		
EFF.	95	12	16
TERM.	98	12	15
No. OF EMPLOYEES	119		
NOMBRE D'EMPLOYÉS	SA		

COLLECTIVE AGREEMENT

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

AND

**RETAIL, WHOLESALE/CANADA - CANADIAN SERVICE SECTOR DIVISION OF
THE UNITED STEEL WORKERS OF AMERICA - AND ITS LOCAL 440** (hereinafter
referred to as the "Union")

\$Contract **Term:** December 16, 1995 - December 15, 1998

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COLLECTIVE AGREEMENT

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

AND

RETAIL, WHOLESALE/CANADA - CANADIAN SERVICE SECTOR DIVISION OF
THE UNITED STEEL **WORKERS** OF AMERICA - AND ITS LOCAL 440 (hereinafter
referred to as the "**Union**")

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.

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, except ~~as~~ provided in Appendix B appended ~~hereto~~; provided, however, ~~that~~ any 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~~ the City of 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.

OTTAWA LANCASTER DEPOT
COLLECTIVE AGREEMENT

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 **obs**, 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.

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 the Warehouse and **Distribution Manager**, or **his designate**, will be rendered in writing within five (5) **working days** following the **meeting**. A copy of the Warehouse and **Distribution 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** on 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** properly 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 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** (5) 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 111-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 on 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** onetime 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 involved, **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, including ~~snowsuits~~ and ~~kneepads~~, as **required** 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 no **seniority rights**, except as provided for in Appendix B appended hereto, 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 doubletime (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) time **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 **six dollars** (\$6.00).

- 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 departments. 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 not 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** 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.

- B) **Major Medical Insurance including prescription drug plan** **NIL**

Calendar **year** deductible **ten dollars** (\$10.) per single employee and **twenty dollars** (\$20.) per **family**.
Semi-private hospital room:
 Full **cost** of semi-private hospital **room effective** March 9, 1994 difference between full **cost** and Ontario **Health Plan**).

IDENTITY OF PLANEMPLOYEE PREMIUM
CONTRIBUTION

C) Group Life Insurance

NIL

Active employees - **Eighteen thousand** dollars (\$18,000.) on the **life** of each employee 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>
-------------------------	--------------------------------------

- | | |
|---|--|
| D) Dental Insurance | NIL |
| I) Effective Date of ratification
Current 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 | Five percent(5%) of
premium cost |
| Employees disabled due to non-
occupational accident or sickness
will be eligible for a benefit equal to a
percentage of their basic wages , plus
commission . Effective date of ratification seventy-
five percent (75%) of Basic weekly earnings to
a maximum of \$700 per week. (ie. 75% of \$700 = \$525) | (Employer portion ninety-
five percent (95%) of
premium cost.) |
| 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

For those employees with less than 5 years service, Long Term Disability **will** continue if they **are** totally disabled, and

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 one **hundred** and twenty-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 **canceled**, and **Medical** and **Hospital** Plans 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, Mer-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 or sister-in-law, step-parent/step-child, 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 \$1,000 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, 1995 and shall remain in effect until December 15, 1998, 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 18 day of Nov., 1996

AULT FOODS LIMITED

[Signature]
[Signature]
[Signature]

RETAIL, WHOLESALE/CANADA -
CANADIAN SERVICE SECTOR
DIVISION OF THE UNITED STEEL
WORKERS OF AMERICA - LOCAL 440

[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX "A"CLASSIFICATIONRATES PER HOUR

	Effective <u>Dec. 16/95</u>	Effective <u>Dec. 16/96</u>	Effective <u>Dec. 16/97</u>
Lead Hand	18.81	19.09	19.47
Ice Cream Storage	18.64	18.92	19.29
Part-time	See note below		

WAGE RATE: ALL NEW FULL - TIME EMPLOYEES

- 1st ~~Year~~ - \$3.00 less than Full time, No premium pay
- 2nd ~~Year~~ - \$1.00 less than Full time, No premium pay
- 3rd Year - Same as full-time, premium pay

The above applies for all new full-time employees hired after the date of ratification.

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.

OTTAWA LANCASTER DEPOT
COLLECTIVE AGREEMENT

1 P.

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.

PART-TIME RATES:

- a) For those maintaining **seniority** wage will be **maintained** at \$14.62 per hour.
- b) For those **who fail** to **maintain seniority**, wage at \$13.62 per hour **in Year 2;** \$12.00 per hour **in Year 3**. The Company agrees to give first consideration to those part-time employees currently on the **seniority** list **as** of the date of ratification for any part-time employment opportunities during the term of this agreement.
- c) All new part time employees hired **after** the **date** of **ratification** **will** earn a wage **rate** of \$12.00 **per** 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 a 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 schedulable, 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 employee. **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 qualification 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 ½) shall be paid for time worked in excess of eight (8) hour 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 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 the 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.

~~Part~~ time employees ~~shall~~ be subject to the provisions of Article 4 - Management **Rights**.

DATED Nov. 18/86 _____

FOR THE COMPANY:

[Signature]
Julie Barock

Paul Bawin

FOR THE UNION:

James Donnelly
[Signature]
[Signature]
Mavis Watson

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:

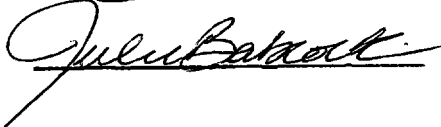
- (a) Reimburse the Company such amount in total upon the employee **receiving** his benefit cheques from the *insurance* company.


Reimburse the Company such amount in **total**, should the Weekly Indemnity claim be rejected by the **Insurance** Company.

Sign a **promissory** note to the Company prior to the first Company advance.

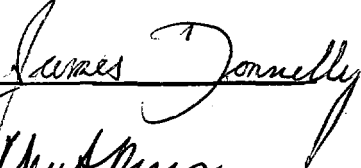
FOR THE COMPANY




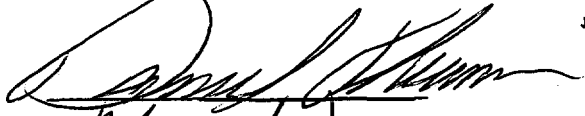





FOR THE UNION









LETTER OF UNDERSTANDING #2

The Company and the Union agree that for the purposes of simplification, the office bargaining unit will be contained within this agreement and that the office unit will be treated as a separate entity with respect to Article 6: Seniority, Article 13: Hours of Work, where the Office regular work week consists of thirty-five (35) hours and overtime will be paid after (7) seven hour in any one day or after thirty-five (35) hours per week. The Office otherwise follows the Lancaster Road Collective Agreement.

Dated this 18 day of Nov., 1996.

FOR THE COMPANY:

A. Bailey
Julie Babcock
Paul Bani

FOR THE UNION:

James Donnelly
Michael...
Daniel...
Morris...

LETTER OF UNDERSTANDING

As a result of a relocation of the Lancaster Depot a full time employee is laid off, this employee shall retain recall rights for a period of time equal to their seniority with a minimum of one year to a maximum of three years.

DATED Nov. 18/96

FOR THE COMPANY

[Signature]
Julie Babcock
Paul Baine

FOR THE UNION

James Donnelly
[Signature]
[Signature]
Monica [Signature]