

SOURCE	Co.		
EFF.	92	09	01
TERM.	95	08	31
No. OF EMPLOYEES	12		
NOMBRE D'EMPLOYÉS	12		

COLLECTIVE AGREEMENT

B E T W E E N:

NORTHSIDE DAIRY (DIVISION OF AULT FOODS LIMITED)

(hereinafter referred to as "The Company")

OF THE FIRST PART

and

THE RETAIL, WHOLESALE AND DEPARTMENT STORE UNION AND ITS LOCAL 440, AFL-CIO-CLC

(hereinafter referred to as "The Union")

OF THE SECOND PART

CONTRACT TERM: SEPTEMBER 1, 1992 TO AUGUST 31, 1995

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## COLLECTIVE AGREEMENT

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LIMITED)

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OF THE FIRST PART

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THE RETAIL, WHOLESALE AND DEPARTMENT STORE  
UNION AND ITS **LOCAL 440, AFL-CIO-CLC**

(hereinafter referred to as "The Union")

OF THE SECOND PART

**CONTRACT TERM:        SEPTEMBER 1, 1992 TO AUGUST 31, 1995**

ARTICLE 1 - PURPOSE

1.01        The general purpose of this Agreement is to establish mutually satisfactory relations between the Company, the Union and employees and to provide a process for the prompt and equitable disposition of grievances and to establish and maintain, uninterrupted and efficient operations, and satisfactory working conditions, and wages for all employees who are subject to the provisions of this agreement.

NORTHSIDE DAIRY  
COLLECTIVE AGREEMENT

ARTICLE 2 - NON-DISCRIMINATION

2.01 There shall be no discrimination, intimidation, interference, restraint, coercion or attempted coercion practiced by or on behalf of the Company or by or on behalf of the Union with respect to any employee because of race, creed, sex, colour or national origin.

ARTICLE 3 - GENDER

3.01 In this agreement, wherever the masculine gender is used, it shall be construed to be the masculine or feminine as the context requires.

ARTICLE 4 - RECOGNITION

4.01 (a) The Company recognizes the Union as the sole collective bargaining agent for all its employees in the City of Welland save and except:

(i) Supervisors, persons above the rank of supervisor and office clerical and sales staff.

(ii) Persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period (April 1 to September 30).

4.02 The Company agrees that with reference to such of its employees as are covered by this Agreement, it will retain in its employ only members in good standing of the Union or those who become members in good standing of the Union within the first thirty (30) days of employment. The Union agrees that it will not unreasonably deny application for admission to the Union. The Company agrees to notify the Union of all new employees at least monthly. The Union agrees to notify the Company in writing by registered mail of the name of any employee who is not in good standing in the Union.

- 4.03 Employees excluded from the bargaining unit shall not perform any work which is normally done by employees of the bargaining unit except:
- (i) for purposes of instruction; or when bargaining unit employees are not readily available and/or qualified to perform the work.
- 4.04 The Company agrees that before the implementation of technological change which will impact upon the job security of employees, it will be first discussed with the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that it is the function of the Company to hire, discharge, promote, demote, transfer, reclassify and discipline employees, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as herein after provided.
- 5.02 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and in pursuance of its policies. The location of the depot, the products manufactured, the schedules of production and sales, the assignment of work and accounts, the methods, processes and means of manufacturing and distributing are solely and exclusively the responsibility of the Company.

- 5.03 Without limiting the generality of the right of the Company to discharge for cause, it is expressly understood and agreed that serious misconduct such as theft, assault, trafficking of drugs on Company time or property, use of drugs or alcohol on Company time or property, other than prescribed drugs, or legal drugs, intentional destruction of Company product or equipment or recklessly endangering his own or the lives of others shall, in virtually all cases, result in dismissal of the employee. The employee who has acquired seniority may nevertheless grieve his dismissal.
- 5.04 The Company reserves the right to require medical examination(s) of drivers by a Company physician at Company's cost, including wages if requested for legitimate reasons.

#### ARTICLE 6 - UNION RIGHTS AND ACTIVITIES

- 6.01 The Company agrees to recognize one elected or appointed representative of the Union who will be known as the Union Steward.
- 6.02 The Union Steward (or in his absence another available Union member chosen by the employee concerned) shall be present when any member of the bargaining unit is given an official reprimand, disciplinary reprimand, suspension or discharge. However, under no circumstances shall this clause result in any discipline being rendered null and void.
- 6.03 The Company agrees to recognize a one (1) member Negotiating Committee to represent the employees.
- 6.04 No Steward or member of a Union committee shall leave his post of duty during normal working hours to discuss Union business with employees and/or Union Representatives without permission of his Supervisor which will not be unreasonably withheld.

6.05 The Union agrees that Union duties and activities will not be carried on during hours of employment, except that the Business Agent or other known Executives of the Union, may, after obtaining consent which shall not be unreasonably withheld, enter the depot during business hours to observe the performance of this Agreement and to interview employees for the purpose of hearing grievances. It is understood that such visits will be timed to cause as little disruption as possible to the normal conduct of business. It is further understood that Representatives of the Union will comply with Company regulations and restrictions.

ARTICLE 7 - CHECK-OFF

The Company will deduct regular dues, as certified by the Union, in writing from all employees covered by this Agreement who have completed seven (7) days of work. The Company agrees to remit such dues, together with a list of employees from whom such deductions were made, to Local 440, Retail, Wholesale and Department Store Union, Suite 308, 15 Gervais Drive, Don Mills, Ontario, M3C 1Y8 each month for the previous month.

The Union agrees to save the Company harmless from any and all claims and demands by any employee as a result of any action taken by the Company pursuant to this Article.

The obligatory check-off shall be subject to any law or any regulation having the force of law from time to time in force and shall cease should the Union or its members commit any breach of the no strike - no lockout clause in this Agreement.

**ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

8.01 It is the mutual desire of the parties hereto that legitimate complaints of employees shall be adjusted as quickly as possible.

**Step 1**

If an employee has any grievance concerning the application, administration, alleged violation or interpretation of the Collective Agreement which the employee wishes to discuss with the Company, the employee, along with his Steward, shall discuss the matter with the Depot Manager. This grievance may be presented either verbally or in writing within five (5) days of the time of alleged grievance. Within five (5) days of this discussion, an answer will be provided.

**Step 2**

If the grievance has not been settled satisfactorily in Step 1, then within seven (7) days from receiving the reply at Step 1, the Union shall give the Depot Manager (or delegate) notice in **writing** of its desire to meet with the Depot Manager to settle the grievance and shall enclose a copy of the grievance in writing. The grievance to be discussed shall be itemized and shall state the clause or clauses of the Agreement, if any, alleged to have been violated and the remedy sought. The Depot Manager (or delegate) shall acknowledge receipt of the grievance and arrange for a meeting within seven (7) days. At this meeting there will be a full-time representative of the Union in attendance at the discretion of either party. The Depot Manager (or delegate) shall give a written response within seven (7) days of the hearing of the grievance in Step 2.



- 8.03 The Company shall have the right to present a grievance to the Union Steward with regard to the conduct of the Union, Representatives of the Union or Steward. If the grievance remains unsettled, it may be referred to arbitration.
- 8.04 The Union or the Company may initiate a Policy Grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within twelve (12) days of the incident giving rise to the complaint. A Union Policy Grievance is an alleged violation of any provision(s) of this Agreement by the Company that affects the interests of the Union as a party to this Agreement. The Union may not institute a grievance directly affecting an employee which such employee could institute, and the regular Grievance Procedure shall not thereby be by-passed.
- 8.05 Days means calendar days in this Article.
- 8.06 No grievance may be submitted in respect of the termination of employment of a probationary employee.
- 8.07 Arbitration

If a complaint or grievance is not settled to the satisfaction of either party at Step 2, then within seven (7) days following receipt of the written reply from Step 2, either party may request that the grievance or complaint be submitted to a Board of three (3) arbitrators, one (1) to be selected by the Company, one (1) by the Union and a third agreed upon by the other two (2) arbitrators. Such a request for arbitration shall be made by one (1) party to the other in writing by registered mail within the period allowed in this Article and shall be accompanied by the nomination of an arbitrator.

Within one (1) week after the receipt of such request, the other party shall nominate an arbitrator. If the two (2) arbitrators fail to agree on the third member of the Board within one (1) week after their appointment, the Minister of Labour of the Provincial Government shall be asked to select a third member who shall be the Chairman. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

- 8.08 The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman shall govern. The cost of the arbitrator appointed by the Company and the Union shall be borne by each party respectively and the cost of the third member of the Arbitration Committee will be borne equally by the Company and the Union. This Arbitration Board shall not make decisions inconsistent with the provisions of this Agreement, nor alter, modify or amend any part of this Agreement. No matter may be submitted to arbitration which has not been properly processed according to the prescribed grievance procedure. No person may be appointed to an Arbitration Board who has been involved in an attempt to negotiate a settlement of the grievance.
- 8.09 The time limits referred to in this Article may be shortened or lengthened by mutual agreement in writing.
- 8.10 Where both parties agree, a grievance submitted to arbitration may be heard by a sole arbitrator agreed upon between the parties, in which case the provisions for arbitration apply equally to the sole arbitrator.
- 8.11 The Company agrees to recognize a Grievance Committee consisting of the Union Steward who will become involved in the grievance at the Step 1 stage.

- 8.12 Decisions arrived at between the Company, the employee and the Union on the adjustment of any employee's grievance shall be final and binding upon the Company, the Union and the employee or employees concerned.

ARTICLE 9 - SENIORITY

- 9.01 Newly hired employees shall serve a probationary period of sixty (60) days worked within a six (6) month period and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have this seniority dated back sixty (60) working days. During the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Employer without the probationary employee having the right to grieve or arbitrate their dismissal.
- 9.02 Seniority shall mean an employee's length of continuous employment with the Employer.
- 9.03 There shall be one seniority list for all bargaining unit employees. Seniority lists will be reviewed from time to time but not less frequently than once every six months. A copy of the list shall be given to the Union and posted for the information of employees. The initial seniority list posted following ratification of the Collective Agreement shall be considered accurate if no error is drawn to the attention of the Company within the fifteen (15) days of the date of posting.
- 9.04 Seniority shall be broken and employment terminated if an employee:
- a) Is duly discharged by the Company and such discharge is not reversed by the grievance and arbitration procedure.

- b) If he voluntarily quits.
- c) If he has been laid off continuously for a period of more than twelve (12) months or if he is called back to work by registered mail during the recall period and does not return to employment within five (5) days of the delivery of such notice to the last address given to the Company by the employee.
- d) Is absent from work for a period in excess of three (3) scheduled working days (i.e. at the end of the third shift) without a written leave of absence unless a reason satisfactory to management is given by the employee. Provable sickness shall be considered a satisfactory reason.
- e) Is absent from work for a period in excess of three (3) scheduled working days (i.e. at the end of the third shift) without proper notice by the employee, unless due to a proven inability to communicate with the Company.
- f) Fails to return to work on the completion of an authorized leave of absence unless a reason satisfactory to management is given by the employee.
- g) Is absent from work for twenty-four (24) months for any reason other than layoff.

## 9.05

Employees who leave the employment of the Company in good standing and are re-employed at any time within a period of one (1) year, may have their seniority credits earned prior to leaving the employment of the Company restored solely for the purposes of participating in employee's benefits. Such cases shall be discussed between the Company and the Union.

- 9.06 Employees promoted or transferred from the bargaining unit to positions not covered by this agreement will retain their bargaining unit seniority accumulated to that time and up to six (6) months following the promotion or transfer, following which there shall be no further accumulation. Any employee returning to the bargaining unit shall not displace any seniority employee.
- 9.07 Due to the nature of the Company's business and because of the inconvenience which termination of employment without notice would cause to other employees, any employee leaving the employ of the Company shall give to the Company one (1) week's notice.

ARTICLE 10 - LAYOFF

- 10.01 If any condition arises which involves a layoff of an employee, the following procedure shall apply. Probationary employees in the classification affected shall be laid off first. Further layoffs shall be accomplished in order of seniority within the affected classification first and then within the bargaining unit assuming that the employee has the necessary skill, ability, experience, reliability, and qualifications to perform the remaining or required work efficiently.
- 10.02 For the purpose of this Article, the layoff procedure shall not apply to any layoff of five (5) working days or less.
- 10.03 The Company shall provide notice of layoff in accordance with the requirements and conditions of the Ontario Employment Standards Act and Regulations as amended from time to time.

- 10.04 The same procedure as above with respect to layoffs shall apply in reverse for recalls where the Company determines that it requires the recall of additional employees. It is the responsibility of the employees to keep the Company advised of their current addresses and telephone numbers.
- 10.05 Employees on layoff shall continue to be covered for payment of insurance benefit premiums for the balance of the month in which they were laid off.

ARTICLE 11 - JOB POSTING

- 11.01 Where the Company determines that it requires a permanent **job** vacancy to be filled, the Company will post a notice of the vacancy for a period of three (3) working days on the bulletin board. An employee who wishes to be considered shall signify his desire by making written application to their supervisor within the posting period. Employees with less than one (1) year's seniority may not bid on jobs without agreement of the parties. A successful applicant for a posted position shall not be permitted to apply again until twelve (12) months have elapsed unless mutually agreed to by the parties. The Company agrees to notify the Union of the successful applicant. Only the original vacancy requires posting under this provision.
- 11.02 In filling any posted vacancy **as** described above the Employer will consider the requirements and efficiency of operations. The individual skill, ability, experience, reliability and qualifications to perform the work required by the Employer and where, these are relatively equal, seniority shall govern. If the Company determines that no acceptable applications have been received, the Employer reserves the right to hire or transfer.

- 11.03 In recognition of the nature and size of the Company's depot and the need for flexibility, it is recognized that employees in driving classifications may be assigned to perform non-driving duties as required depending upon the needs of the business including absences of other staff. Similarly, non-driving depot staff will be required to perform duties outside of their normal duties such as acting as a driver's helper or as a driver in relief, temporary or peak volume situations. Such assignments are not subject to the job posting and seniority provisions.
- 11.04 Any job which is vacant due to illness, accident, vacation, leave of absence, temporary transfer or temporary promotions and jobs which become vacant while employees are on layoff shall not be deemed to be vacant for the purposes of this Article.
- 11.05 Notwithstanding the foregoing job posting procedures, the Company reserves the right in its sole discretion to fill vacancies temporarily by temporary transfers for up to thirty (30) calendar days. If an employee is temporarily transferred to a higher rated position for one (1) shift or more, the employee shall receive the higher rate. If an employee is temporarily transferred to a lower rated position, the employee shall continue to receive his previous rate of pay. The foregoing temporary transfer provisions do not restrict the Company's rights described above to assign work to the employee outside of his classification based on the multi-skill approach.
- 11.06 If the Company determines that a successful candidate is not suitable, the Company may require the employee to return to their former position within the first thirty (30) days worked. Similarly, if the successful candidate finds that he cannot handle the new position, he may return to his former position during that first thirty (30) day period. In either case, the Company may delay the employee's return until the job has been reposted and filled, assuming that the Company determines that it wishes to fill the job on a permanent basis.

- 11.07 It is recognized that either the Company or the Steward may contact employees absent due to vacation, accident or illness for any permanent job posting although this shall not be construed as a guarantee on behalf of the Company or the Union's representative or steward.

ARTICLE 12 - NO STRIKES OR LOCKOUTS

- 12.01 In view of the orderly procedures 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 strikes, slowdowns, walkouts, pickets, boycotts, stoppages of work, either complete or partial, and the Company agrees there will be no lockout.
- 12.02 The Union further agrees that it will not involve any employees of the Company or the Company itself in any dispute which may arise between any other employers and the employees of such other employer.

ARTICLE 13 - JURY AND CROWN WITNESS DUTY

- 13.01 When an employee is called upon to serve on a jury or as a Crown witness, the Company shall pay the difference between the fee received from the Crown and the employee's regular wage rate; provided:
- a) The employee furnishes proof of service by a statement of earnings supplied by the Court;
  - b) Provides the Company with at least forty-eight (48) hours notice of when the employee is to report or immediately on notification;
  - c) Returns to work if the employee is called and not kept. However, the employee shall not be required to report for work if less than two (2) hours of the employee's normal shift remains to be worked.



- d) Such duty falls on a regularly scheduled work day the employee would have worked.

13.02 When a night shift employee or an off-shift employee is required to serve on a jury or appear as a Crown Witness and provides management with notice, management will reschedule the employee to work a day shift for the duration of his court duty time provided the Company has coverage for the shift in question.

ARTICLE 14 - VACATION

14.01 Vacation time shall be granted to each employee in each calendar year. The length of the vacation period to which an employee is entitled shall be determined by reference to his length of service as at September 1 in the year to which the vacation applies and according to the following schedule.

Effective March 13, 1990:

<u>Years of Completed Service</u>	<u>Weeks of Entitlement</u>
After probation and less than 1 year	1/2 day per month, max of 5 days.
More than one (1) year	2 weeks
More than five (5) years	3 weeks
More than fourteen (14) years	4 weeks
More than twenty-two (22) years	5 weeks
Effective September 1, 1990	
More than thirteen (13) years	4 weeks
More than twenty-one (21) years	5 weeks
Effective September 1, 1991	
More than twelve (12) years	4 weeks
More than twenty (20) years	5 weeks

- 14.02 In this section the words "work year" mean the twelve (12) month period ending April 30th in the calendar year to which the vacation period applies.
- 14.03 (a) An employee entitled to a vacation period of one (1) week or less shall receive vacation pay amounting to four percent (4%) of his entire earnings from the Company during the work year.
- (b) An employee entitled to a vacation period of more than one (1) week shall receive vacation pay at the rate per week equivalent to two percent (2%) of his entire earnings from the Company during the work year.
- (c) An employee shall be deemed to accrue vacation pay throughout the work year so that where an employee ceases to be employed during the work year he shall be entitled to vacation pay for the period from May 1st last to date of separation. In such a case, length of service shall be determined as at the date of separation and the employee shall be paid vacation pay for a period of time determined according to the schedule in this Article at the rate set forth in this section,
- (d) In this section the words "entire earnings" shall not include any remuneration received by an employee from the Company which is not paid in accordance with the terms of this schedule or the Collective Bargaining Agreement of which it is a part.
- 14.04 (a) One (1) vacation schedule shall be drawn up to cover the full work year in the month of March, vacation will be selected by employees by March 31st each year.
- (b) Employees may have the choice of up to and including two (2) consecutive calendar weeks of vacation by seniority during the vacation period of September 1st to August 31st.

Employees having more than two (2) calendar weeks vacation may choose extra weeks by seniority after all employees have made their first choice.

(c) Commencing March 1, each employee will be allowed, by seniority up to three (3) working days to make his first choice of a vacation period. If an employee fails to make his choice within the three (3) days he shall revert to the last position. After all the first choices are completed, the same procedure for selection of remaining weeks will apply. Once the vacation period has been finalized it shall only be changed by mutual agreement of the parties.

(d) The number of employees allowed off for vacations at one time will be limited as follows:

Storage - January 7 to December 7 inclusive  
one (1) employee off

Relief - January 7 to December 7 inclusive  
Driver one (1) employee off  
and  
Drivers

#### 14.05

Should a statutory holiday fall within an employee's vacation period, he will receive an additional day off with pay or will be paid for the day, at the employee's option. If the employee elects to take the day off with pay, it will be taken at a time to be mutually agreed upon by the Company and the employee.

ARTICLE 15 - STATUTORY HOLIDAYS

- 15.01** The following holidays shall be granted to all employees who have completed their probationary period with pay regardless of the day upon which the holiday is scheduled:
- |                  |  |
|------------------|--|
| Christmas Day    | Good Friday  |
| New Year's Day   | Victoria Day   |
| Thanksgiving Day | Canada Day   |
| Labour Day       | Civic Holiday  |
| Boxing Day       | Two Floaters to be scheduled<br>at mutually agreed times |
- 15.02** Holiday pay as set out in this Article shall be paid to a regular full-time employee provided the employee works their scheduled shift before and after the holiday. Regular employees absent from work for any reason on all or part of either qualifying day shall not be entitled to pay for the holiday unless he has a valid reason acceptable to the Company.
- 15.03** Where an employee is required to work on a statutory holiday, a day off at full pay may be arranged with the Company in lieu of one (1) day's pay for the week in which the statutory holiday falls.
- 15.04** Employees who work on a statutory holiday will be paid one (1) day's pay for the holiday. In addition, they will receive payment for the time worked at time and a half (1 1/2) the regular rate for the hours worked or at the option of the employee, a day off at full pay may be arranged with the Company in lieu of one (1) day's pay for the week in which the statutory holiday falls.

ARTICLE 16 - BEREAVEMENT

- 16.01 Should an employee who would otherwise be working, suffer bereavement through the death of a member of his immediate family, the Company will pay him an amount sufficient to compensate him for his regular scheduled hours lost by and concurrent with such bereavement at his regular hourly rate, such amount not to exceed three (3) working day's pay for such scheduled hours lost at such hourly rate. Immediate family shall mean wife, husband, son, daughter, father, mother, stepmother, stepfather, brother, sister, father-in-law and mother-in-law.
- 16.02 In the event of the death of an employee's grandparent, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or grandchild, he shall be allowed bereavement leave of up to one (1) day with pay at his regular hourly rate to attend the funeral or church service on the day of the funeral on a regularly scheduled working day.

ARTICLE 17 - LEAVE OF ABSENCE

- All requests for leave of absence shall be made to the Depot Manager in writing by the employee concerned and the letter shall indicate in full the reason for requesting the leave of absence. Each request will be considered on its individual merit and the granting or refusal of all such requests shall be made by the Company in writing to the employee concerned within fourteen (14) days of the request received.
- 17.02 An employee granted leave of absence shall be restored without loss of her original seniority date to her former expiration of her leave of absence, subject to intervening changes in accordance with the provisions of this Agreement.
- 17.03 In the event of an emergency leave of absence being required by an employee, the time outlined in this Article 17 may be shortened to accommodate the emergency.

ARTICLE 18 - HOURS OF WORK

18.01 The normal work week for storage employees is forty (40) hours five (5) days per week from Monday to Saturday. The normal work day is eight (8) hours worked plus a one-half (1/2) hour unpaid lunch period. Delivery employees shall not be restricted to an eight (8) hour day.

Hours of work as set out above, are not to be construed as a guarantee.

ARTICLE 19 • OVERTIME

19.01 All hours worked in excess of forty-four (44) hours per week shall be paid in the amount of time and one half (1 1/2) the normal hourly rate.

An employee called in on a day off or called back to work after leaving the premises will be guaranteed four (4) hours work at his classified rate or the rate of job performed whichever is greater.

Overtime will be on a voluntary basis for storage employees. The employee on the job will be asked first and then other trained men in order of length of service with the Company. Where no employee volunteers, the junior trained person will be required to work.

**ARTICLE 20 - SEVERANCE**

- 20.01** A full time regular permanent employee with two or more years service who is permanently laid off shall be eligible for severance pay if not recalled within 13 weeks from the 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 excluding any premiums.
- 20.02** The employee shall have the right at any time after the thirteen (13) week period to waive, in writing, his right to recall and shall receive severance pay.
- 20.03** It is agreed anyone claiming severance above shall have no further claim to the Company.



ARTICLE 21 - DURATION

21.01 This Agreement shall be in effect from September 1, 1992 to August 31, 1995, and thereafter until terminated or amended by either party as hereinafter provided. If either party desires to amend or terminate the Agreement, it shall give to the other party not more than ninety (90) days and not less than thirty (30) days notice in writing of such desire prior to the expiry date of the Agreement.

FOR THE COMPANY

Grey  
Malone  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR TH UNION

Jeff Robbins  
George Ross  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



SCHEDULE "A"

	<u>Sept 1/92</u>	<u>Sept 1/93</u>	<u>Sept 1/94</u>
STORAGE	\$ 12.74/hr	\$ 13.00/hr	\$ 13.39/hr
RELIEF DRIVER	\$ 14.45/hr	\$ 14.74/hr	\$ 15.18/hr
ICE CREAM DRIVER	\$ 14.45/hr	\$ 14.74/hr	\$ 15.18/hr .
DRIVER	\$ 369.29/wk	\$ 376.68/wk	\$ 387.98/wk

Probationary employees shall receive \$1.00 per hour less than the appropriate job rate

The present commission arrangements for wholesale drivers will continue unless other commission arrangements are mutually agreed to by the parties.

SCHEDULE "B"ARTICLE 1 - BENEFITS

- 1.01 The Company will pay the full premium cost of
- (a) OHIP
  - (b) Blue Cross Extended Health Care Plan, or its equivalent, with a ten dollar (\$10.00) single, twenty dollar (\$20.00) family employee paid deductible.
  - (c) Semi-private hospital coverage.
  - (d) Blue Cross Dental Plan #7 or its equivalent, based on the current O.D.A. rates from time to time upon release of the new O.D.A. schedule.
  - (e) Life Insurance and A.D. & D. in the amount of sixteen thousand dollars (\$16,000.)
  - (f) Two Thousand Dollars (\$2,000) life insurance coverage for retirees.
  - (g) A laid off or absent employee will be entitled to continuation of the above benefit coverage outlined in (a) to (g) inclusive for the balance of the month in which the layoff or leave of absence commences. Thereafter, a laid off full-time employee who is offered and works during his layoff for less than forty (40) hours per week, shall receive pro rata premium costs paid for benefit continuation during his layoff so long as he works more than ten (10) hours in a calendar month. The prorata formula shall be calculated based on number of hours worked per month compared to the number of 160 (4 x 40). The employees prorata contribution shall be made by payroll deduction.

ARTICLE 2 - WEEKLY INDEMNITY AND LONG TERM DISABILITY

- 2.01 (a) An insured weekly indemnity plan will be provided at full cost to the Company. This plan to provide a weekly indemnity of  $66 \frac{2}{3}\%$  of the employees basic weekly earnings (to the Unemployment Insurance Commission maximum) prior to his absence for accident or sickness for twenty-six (26) weeks. Storage and driver employees basic weekly earnings is defined as forty (40) hours multiplied by applicable wage rate, excluding premiums. This benefit is payable from the third (3rd) day of sickness or non-occupational accident if these absences are certified by doctor's certificate. For the purpose of determining rates of benefit for periods other than a standard work week, one (1) days benefit shall be considered to be one-fifth ( $\frac{1}{5}$ th) of the weekly indemnity. Employees become eligible for the above Insurance Plan upon completion of his probationary period outlined in the Seniority Article of the Collective Agreement.
- (b) Employees off sick must telephone their supervisors or some other member of management before their regular shift commences if they cannot report to work and each Friday to explain their current status. An employee off sick must advise their supervisor or some other designated member of management at least one (1) day prior to his expected date of return to work.
- 2.02 The Company will provide a Long Term Disability Plan at full cost to the Company to commence in the twenty-seventh (27th) week of disability following weekly indemnity coverage in an amount of sixty percent (60%) of gross wages up to fifteen hundred dollars (\$1,500) per month fully integrated with other disability benefits which might be payable such as Workers' Compensation and C.P.P. Disability pension payable to age 65. Coverage will be in effect if employee is unable to perform his own job for the first two (2) years and any job with any employer for which he is reasonably qualified by education, training or experience after the two (2) year period.

ARTICLE 3 - PENSION PLAN

3.01 The Company will provide a defined contribution pension plan effective September 1, 1993. This plan will be mandatory for all full time employees. The employee will advise the Company of their investment election. The employee and Company will contribute the following amount:

Effective September 1, 1993 - \$12.00 per week.

LETTER OF UNDERSTANDING

RE: RED CIRCLE RATES

The individuals named below will be classified and receive the rates as indicated.

	Sept. 1/92	Sept. 1/93	Sept. 1/94
J. Robbins Leadhand Shipper	\$15.67/hr	\$15.99/hr	\$16.47/hr
E. Bissel Shipper	\$13.839/hr	\$14.12/hr	\$14.54/hr
D. Burke Driver	\$404.00/wk	\$412.08/wk	\$424.44/wk
R. Kraliz Driver	\$404.00/wk	\$412.08/wk	\$424.44/wk

The above will maintain their red circle status until such time that the individual bids off their current job through the job posting procedure.

NORTHSIDE DAIRY  
COLLECTIVE AGREEMENT