

Collective Agreement

Between

Schneider Foods
A division of
J.M. Schneider Inc.

and

The Schneider Office **Employees'** Association
Local 30009 TNG Canada/CWA

Begins:
11/01/2001

Terminates:
10/31/2004

09542 (04)

THIS AGREEMENT

RATIFIED ON THE 29TH DAY OF MARCH, 2003

MADE BY AND BETWEEN:

J.M. SCHNEIDER INC.

hereinafter referred to as

"THE COMPANY"

AND

**THE SCHNEIDER OFFICE EMPLOYEES'
ASSOCIATION
LOCAL 30009 TNG CANADA/CWA**

hereinafter referred to as

"THE ASSOCIATION"

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Purpose

Both parties agree that their mutual interest lies in friendly co-operation, supported by open and meaningful two-way communications. Both parties recognize the importance of adapting to change, promoting productivity and employee involvement in the workplace thereby creating an environment conducive to success. The purpose of this agreement is to establish and to maintain a framework of the basic terms and conditions of employment to be applied in a consistent and equitable manner to the mutual benefit and interest of all concerned.

The following provisions have been jointly developed to reflect our commitment to these principles and values.

Provision 1 - Scope and Recognition

The Company recognizes the Association, which is certified by the Ontario Labour Relations Board as the sole and exclusive bargaining agent for all office and clerical employees at 321 Courtland Avenue, Kitchener, and 18 Wilhelm Street, Kitchener, save and except persons holding the positions listed, and positions above these ranks:

- Supervisor, Manager or equivalent
- a rank above Supervisor, Manager or equivalent
- Executive Secretary
- Human Resources Personnel
- Occupational Health Technician
- Health Centre Co-ordinator
- All non-mgmt. quality assurance, engineering and research & development jobs
- Customer Requirements Planner (Supply Chain Planning)
- Customer Requirements Specialist (Supply Chain Planning)

- Senior Financial Analyst / Senior Business Project Analyst
- Internal Auditor
- Persons regularly scheduled for not more than 24 hours per week
- Students employed during the school vacation periods
- Students employed in a co-operative training program

Where the term "Association" is used, it may also mean one or more of the officers of the Association. Whenever the word "employee" or "employees" is used, it shall mean a member or members of the bargaining unit as described herein

Whenever the masculine is used in this Agreement, it shall not be considered discriminatory, but shall be considered as if the feminine has been used where the context so requires.

Provision 2 - Relationship

The Company and the Association agree that there will be no discrimination, interference, restriction or coercion exercised or practised by the Company or by the Association or by any of their representatives with respect to any employees by reason of race, colour, age, sex, marital status, national origin, political affiliation, religious affiliation, membership or non-membership in the Association, activity or lack of activity in the Association or by any other reason as is prescribed by legislation.

Provision 3 - Association Security

3.1 - Membership

All employees, new employees or employees transferred into the bargaining unit shall become and remain members of the Association.

It is understood that the Company is not obligated to terminate any employee covered by this Agreement for any reason other than failure to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Association.

3.2 - Introduction of New Members

A new employee's immediate supervisor/manager or, in his absence, his designate will arrange to introduce that new employee to his respective area steward on the new employee's first day of employment. If such area steward is not at work on the affected employee's first day of work, then the introductions will be made on the day of the steward's return to work.

The Human Resources Department will notify the Association Secretary in writing once each week of the names and classifications of all new employees hired, terminated, coming into, and being promoted out of the bargaining unit the previous week, who are subject to this agreement

3.3 - Dues Deduction

The Company will deduct from all employees covered by this Agreement, the dues of the Association as determined by it, from time to time, in accordance with the Constitution of the Association.

Dues deductions for casual employees will commence effective May 30, 1994 and will apply to any week where a minimum of seven and one-half (7.5) hours of pay is received.

All deductions shall be remitted by the Company to the Association Treasurer every two (2) weeks within one (1) week after the last deduction. This remittance shall be accompanied by a list of all employees from whom deductions have been

made also indicating the yearly deductions to date for each such employee as well as the commencement dates for all such employees.

It is agreed that the Association assumes full responsibility for the validity of dues deducted, and further agrees to indemnify and save the Company harmless from any claims arising by virtue of such payroll deductions.

3.4 - Association Business

(i) President and Officers

The President of the Association or his designate will be given up to one (1) regular working day per week paid by the Company for the investigation of complaints, the handling of grievances the processing of Association business or the discussion with management of matters affecting employees. In addition, a maximum of three (3) other officers of the Association will each be given up to one (1) day in total per period without loss of pay to attend to Association business during regular working hours. The paid time referred to in this provision will be scheduled by mutual agreement of the parties.

Further, up to four (4) executive officers of the Association will be given one and one-half (1^{1/2}) paid hours per period to attend an executive meeting during regular working hours.

The time referred to in this provision will be scheduled in advance by mutual agreement of the parties

(ii) Stewards

Stewards of the Association will be permitted reasonable paid time from their regular jobs to investigate and process grievances in their respective areas of representation. In addition, the stewards will each be given one and one-half (1^{1/2}) paid

hours per period to attend an executive meeting during their regular working hours.

As required, additional paid time during regular working hours, other than as specified above, may be granted by a steward's immediate supervisor. All requests for such additional time off shall be considered by management in a fair and just manner.

(iii) Association Bargaining Committee

A maximum of five **(5)** Association-designated members of the Association Bargaining Committee will be paid their regular wages by the Company to a maximum of five (5) full working days each of scheduled contract negotiations. Association Bargaining Committee members will be given as much time off during their regular work weeks as necessary for purposes of attending contract negotiations with the Company.

(iv) Association Education

The Association will be provided with a total of twenty-four **(24)** working days per fiscal year for the purpose of furthering formal education of the Association officers and/or stewards. The Company will pay one-half (1/2) of the employees' wages under this provision.

Additional education days, at the expense of the Association, may be granted at the discretion of the Human Resources Manager or his designate. The granting of such additional leave shall not be unreasonably denied

(v) Notice to Management

When it becomes necessary for an officer/steward of the Association to leave his job to attend to Association business, he will give his immediate supervisor as much advance notice as possible and the supervisor will release the officer/steward.

3.5 - Office Space and Expenses

One hundred fifty (150) square feet of private contiguous office space will be provided rent-free to the Association, however, the Association will be responsible for its mail, courier, facsimile and telephone service costs.

Provision 4 - Management Rights

The Association agrees that the management and control of the Company's operations are exclusively the function of the Company, and the Company has the right to make such reasonable rules, regulations and decisions as it considers necessary or advisable including maintain order, discipline, hire, discharge or suspend, lay-off or recall for the orderly operation of the business. The Company agrees that these functions will be exercised in a manner consistent with the Collective Agreement.

Provision 5 - Grievances

5.1 - Purpose

Harmonious relationships between employees and the Company are an important consideration in the operation of the business. However, in every company there can be honest differences of opinion about working conditions, discipline, rules and policies. Employees are encouraged to bring forward complaints and/or grievances without fear of prejudice or penalty.

The procedure described below is intended to provide an effective and acceptable means to bring problems, complaints and grievances at work to the attention of management. Only those individuals specified at Step I, II or III respectively shall

attend any discussion or grievance meeting convened pursuant to that respective Step, however, any other individual may be invited to attend by prior mutual agreement of the parties.

5.2 - Initiation Time and Time Limits of Grievance

Except where an employee has been suspended or discharged, a complaint or grievance will not be considered by either party unless the grievance procedure is initiated within five (5) full working days of the event(s) on which the grievance is based or of when the employee ought reasonably to have become aware of the event(s) on which the grievance is based. Policy grievances are to be filed by the Association (or the Company) within ten (10) full working days of when the Association (or the Human Resources Manager or his designate) becomes aware or ought to be reasonably aware of the alleged infraction.

Time limits imposed in this provision shall apply equally to both parties, but may be extended by mutual agreement. Working days as referred to in this provision shall not include Saturdays, Sundays and Paid Holidays.

5.3 - Suspension or Discharge

Any employee who feels that he has been suspended or discharged without just cause shall have the right to appeal through the grievance procedure. The employee must notify the Association of his desire to grieve his suspension or discharge within three (3) full working days after his suspension or discharge. The Association must then present the matter in writing within three (3) full working days after receiving notification from the suspended or discharged employee and the same shall be entered at Step II of the grievance procedure.

5.4 - Procedure

Step I (Complaint)

The employee must first submit to his supervisor/manager written notification of his desire to discuss his complaint with that supervisor/manager. Such discussion will then take place within five (5) full working days of the receipt of the aforementioned written notification.

An area steward, or in the case of an area steward complaint, an officer of the Association, may be present at the discussion if so requested by the complainant. The Human Resources Manager or his designate may also be present if so requested by the supervisor/manager.

Within three (3) full working days of the discussion, the supervisor/manager shall provide a written answer to the complainant and a copy to the applicable area steward/officer if the area steward/officer was requested to be in attendance at the discussion.

Step II (Grievance)

If the complaint is not resolved through the discussion under Step I, then the employee may process a grievance on the required grievance form available from any area steward to his Department Manager within three (3) full working days of the receipt of the written answer under Step I. The Department Manager will provide the Human Resources Department with a copy of the grievance form.

The Department Manager will convene a meeting with the grievor and up to two (2) other members of management within five (5) full working days of the receipt of the grievance under this step. An area steward, or in the case of an area steward grievance, an officer of the Association, may be present with the employee at this step if so requested by the grievor.

Within three (3) full working days of the meeting held under this step, **the** Department Manager in consultation with the Human Resources Department shall provide a written answer to the grievor and a copy to the applicable area steward/officer if the area steward/officer was requested to be in attendance at the meeting, or if the steward was not requested to be in attendance at the meeting a copy will be provided to the President of the Association.

Step III

If the grievance is not resolved at Step II, **then** the grievance may be presented in writing by the President of the Association or his designate to the Human Resources Manager or his designate within three (3) full working days of the receipt of the written answer under Step II.

Within five (5) full working days of the receipt of the grievance under this step, the Human Resources Manager or his designate will convene one (1) or more meeting(s) with the President of the Association or his designate, the grievor, an area steward and management (normally limited to four (4)).

The Human Resources Manager or his designate shall provide a written answer to the President of the Association or his designate within three (3) full working days of the last meeting.

Step IV (Arbitration)

If an amicable settlement is not arrived at through the foregoing steps, then the matter in dispute shall be referred to arbitration. The request for arbitration must be made by the President of the Association or his designate within five (5) full working days of the completion of Step III of the grievance procedure referred to in this provision.

Within ten (10) calendar days of such request, an Arbitration Board shall be appointed unless it is mutually agreed that a single Arbitrator may be preferred. If a Board is appointed, each of the parties shall within ten (10) days appoint a nominee to represent them on the Board of Arbitration. The two (2) nominees shall within ten (10) days of their appointment, designate a third person who shall act as Chairman. If the two (2) nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour. No person may be appointed as a nominee or Chairman who has been involved in an attempt to negotiate or settle this grievance prior to Step IV. Each of the parties will bear the expense of the nominee appointed by it, whereas the expense of the Chairman shall be equally shared.

It is understood that no matter may be submitted to Arbitration which has not been properly carried through all previous steps of the grievance procedure unless the Human Resources Manager or his designate and the President of the Association or his designate have agreed in writing to waive any step(s) in the grievance procedure, and further, it is understood that the Arbitration Board or single Arbitrator shall not be authorized to alter, modify or amend any part of this Agreement, to make any decisions inconsistent therewith, nor to deal with any matter not covered by this Agreement.

5.5 - Policy Grievance

It is understood that either party may register a grievance at any time in relation to the other's general application or administration of this Agreement. Such policy grievance shall be submitted in writing by the President of the Association or his designate to the Human Resources Manager or his designate, or vice-versa, and shall commence at Step II of the foregoing grievance procedure. Only the aforementioned individuals shall respond in writing to a policy grievance and only those

same individuals may agree in advance to specific substitutions of attendees at any step of the foregoing grievance procedure.

Provision 6 - Hours of Work, Classification of Employees and Seniority

6.1 - Hours of Work

The parties recognize the necessity of the Company to schedule the work day and work week. The appropriate work schedules have therefore been established, however, where circumstances require a permanent shift or schedule other than those presently in use, no such change shall be effected without thorough discussion between management, the Association, and the affected employees.

In the event of an emergency or unusual situation where any employee has his normal work schedule disrupted for one (1) day or less, the Company will consult with the Association, subject to any immediate danger to employee health and safety, prior to any decision with regard to changes in the normal work schedule. The following criteria will be used by the Company and the Association in responding to the disruption:

- 1) Normal work should be completed by the employee during his normal work schedule.
- 2) The employee shall not have any reduction in pay, vacation, time in lieu and/or any other right, privilege and/or benefit nor shall he be required to work outside of his normal work schedule.
- 3) The Company should not incur unreasonable additional expense as a direct result of the disruption.

6.2 - Classification of Employees

Each person employed by the Company will be classified under one of the following:

Full-Time Employee

Following a probationary period of thirteen (13) cumulative weeks worked, a person hired as a full-time employee shall be designated as a permanent employee. The regular work week for all full-time employees shall consist of five (5) days, thirty-seven and one-half ($37\frac{1}{2}$) hours. Full-time employees currently working forty (40) hours per week may continue to work on the forty (40) hour schedule while they remain in their current job(s) or they may convert to a thirtyseven and one-half ($37\frac{1}{2}$) hour work week and receive a six and six-tenths per cent (6.6%) downward salary adjustment to reflect such reduction in hours of work.

Flex-time work day schedules in effect will be maintained until such time as changes are discussed and agreed upon with the Association.

Casual Employee

A casual employee is considered temporary help intended for emergency and/or short term workload situations. Subject to Provision 16, casual employees may also be utilized to fill vacancies in temporary positions. Where any number of casual employees has worked in the same full-time position for forty (40) weeks within the previous (52) weeks, such position will within four (4) weeks be posted as a full-time position and filled in accordance with Provision 16. It is understood by the parties that a casual may work greater than 40 weeks when replacing a full-time employee who is on a maternity/parental leave, and an extension to the 40 weeks will be permitted up to 52 weeks plus allowance for retraining in such instance.

Casual employees are members of the Association without, however, any entitlement to **the rights, privileges and/or benefits** of Provisions **3.4, 6.3, 8.2, 8.4, 14, 16** (except as noted above) and Letter of Understanding #2 of this Collective agreement.

Pari Time

An employee who will not regularly work more than **24** hours per week Regularly for the purposes of this classification shall mean not more than four **(4)** weeks in any seven (7) week period.

Student

A student shall be employed during the school holidays from April to September only and will work a regular work week consisting of five **(5)** days, thirty-seven and one-half **(37 1/2)** hours. A student may also be employed during the weeks of Christmas and Easter.

Co-op Student

The Company will identify positions it deems appropriate to be filled by co-op students. The maximum number of co-op students working at one time shall not exceed **8%** of the total membership. Where any number of co-op employees have worked in the same position for **40** weeks within the previous **52** weeks, such position will within **4** weeks be posted as a full time position and filled in accordance with Provision **16**.

The Association will be informed of any changes when they occur. When co-op students are available for full time employment they must apply for job postings subject to Provision **16.5**.

6.3 - Seniority

For the purposes of vacation scheduling, reductions in the workforce, job postings and as otherwise noted, bargaining unit seniority shall include and be calculated as follows:

For an employee who is at April 1, 1992, or who was at any-time prior to April 1, 1992, a member of the bargaining unit:

All Company service prior to and including April 1, 1992, plus that Company service while a member of the bargaining unit after April 1, 1992.

For an employee who is not at April 1, 1992, or who was not prior to April 1, 1992, a member of the bargaining unit:

Only that Company service while a member of the bargaining unit.

In the event that seniority is equal between two (2) or more employees, the seniority of that employee whose birthdate is nearest (on or after) January 1st shall prevail.

Provision 7 - Overtime, Premiums, Meal Allowances and Call-backs

7.1 - Policy

It is the policy of this Company to recognize the employee's inconvenience when the business demands go beyond the normal hours of work, and to compensate for:

- scheduled hours worked in excess of his daily work schedule
- weekend work scheduled on a rotating or regular basis
- regularly scheduled shifts that start between 12:00 noon and midnight

- freezer premium
- meal allowances
- call-backs
- the requirement to carry a pager or cellular phone
- calls not requiring a return to the workplace

When overtime is required, the opportunity for such work shall first be given to the employee who is in the position where the overtime is required. If the employee who is in the position where the overtime is required is absent or does not wish to work the overtime, then, based upon seniority and the ability to perform the work available, other employees within the same department shall be given the opportunity to work the required overtime. The exception to this procedure is the Order Processing Department which will adhere to its own overtime policy.

Efforts to eliminate repetitive overtime should include consideration of improved efficiency, adjustment of work schedules, work week or staff.

Refusal to work overtime shall not constitute grounds for disciplinary action.

7.2 - Overtime Pay and Authorization

Additional work outside the normal working hours may be scheduled by supervisors/managers who will authorize payment for it.

Approved overtime hours will be paid at one and one-half (1 1/2) times the regular rate for overtime worked. Overtime hours which exceed four (4) per day, will be paid at two (2) times the regular rate. The regular rate will be established by dividing the employee's weekly salary by the normal scheduled hours per week.

For overtime work performed on a Saturday, one and one-half (1½) times the regular rate will be paid. Hours worked in excess of the normal work day will be paid at two (2) times the regular rate.

Overtime work performed on a Sunday will be paid at two (2) times the regular rate.

The aforementioned premiums do not apply to hours after midnight on Friday which are part of that Friday's regular work schedule or to Sunday evening hours that are the beginning of a regular work week.

Work performed on a Paid Holiday will be paid at two (2) times the regular rate plus regular Paid Holiday pay.

An employee who is scheduled to work on a day when he is not normally scheduled to work shall be paid at the appropriate overtime rate for the greater of two and one half (2½) hours or all hours of work required by management.

7.3 - Time Off in Lieu of Overtime Pay

Overtime pay will be issued for overtime worked, however, by mutual agreement of the employee and the supervisor/manager, time off may be used in lieu of payment of overtime. Such time off is to be arranged at a mutually convenient time.

The usage of time off in lieu must be pre-authorized in writing by the employee's manager. Lieu time must be provided within three (3) months of when it was earned, or with agreement of the employee, within twelve (12) months of when it was earned. Hours banked as lieu time are not to exceed a maximum of sixty (60) hours per employee, and may be monitored by HR.

It is understood that banked hours are banked after conversion to regular hours.

7.4 - Off-Shift Premium

The off-shift premium is established as **\$0.50 per hour** for all hours worked on scheduled shifts that start between 12:00 p.m.(noon) and midnight. The off-shift premium will be paid if overtime premium is being paid following a scheduled shift to which the off-shift premium applies.

7.5 - Freezer Premium

An employee who **is** assigned to work in the freezer, defined as being at or below a temperature of -4 Celsius (25F), will be paid a premium of twenty-five (25)cents per hour for each hour worked in the freezer. This is applicable for each cumulative full hour of the total daily time spent in the freezer area performing the assigned work.

7.6 - Meal Allowances

For each occasion where an employee is required to work in excess of:

- (i) two (2) hours (and each four (4) hours of paid time thereafter) of scheduled overtime after completion of his regular daily hours, and/or
- (ii) four (4) hours of paid time (and each multiple thereof) of scheduled overtime on any day when the employee is not normally scheduled to work he shall be provided with a \$7.50 credit on his next pay.

With his manager's approval, any employee who is required to work out-of-town shall be reimbursed by the Company for all meals while out-of-town.

7.7 - Lunch and Rest Periods

Two (2) paid fifteen (15) minute rest periods will be provided, to be used for the purposes of a break. The lunch period shall consist of 1/2 hour which shall be unpaid.

7.8 - Call-backs

An employee who after leaving the Company's premises is called back to work shall be paid at the appropriate overtime rate or the equivalent of four (4) hours pay at the regular rate, whichever is greater. This would not apply to part-timers, casual employees or students.

7.9 - Requirement to Carry a Pager/Cellular Phone

The Company will determine which positions will be required to carry a pager or cellular phone. The frequency of same will also be determined by the Company.

A premium of \$12.50 day will be paid where it is a requirement of the job for an employee to carry a pager/cellular phone before and/or after such a normal working day, and on any day that does not form part of that employee's normal work week.

There will be no requirement for any employee to carry a pager/cellular phone during scheduled vacation time.

7.10 - Calls not Requiring a Return to the Workplace

When it is a requirement of the job to be on-call or stand-by:

An employee responding to a telephone or pager call outside of regular working hours on a regularly scheduled workday without being required to physically return to work will be paid one and one-half (1 1/2) times his regular hourly rate for.

- (a) one (1) hour, or
- (b) the number of hours required to deal with the problem if it exceeds one (1) hour.

An employee responding to a telephone or pager call outside of regularly scheduled workdays without being required to physically return to the workplace will be paid two (2) times his regular hourly rate for:

- (a) two (2) hours, or
- (b) the number of hours required to deal with the problem if it exceeds two (2) hours.

Payments arising from the application of this provision require the verification and authorization of the employee's supervisor/manager.

Provision 8 - Paid Vacations and Paid Holidays

8.1 - Policy

It is agreed that each employee is entitled to paid vacation and paid holidays as outlined herein.

8.2 - Procedure

Vacation entitlement in accordance with Provision 8.3 shall be earned by service with the Company between May 1 and the following April 30. This period is hereinafter referred to as the vacation year.

Vacations must be taken in the vacation year for which they are granted. However, a deferral of vacation may be granted subject to the following conditions:

- a. The amount of vacation deferred does not exceed 50% of the year's vacation entitlement.
- b. The period of deferment does not extend beyond October 1 of the following vacation year. Any unused deferred vacation as at October 1 will then become payable to the employee.
- c. Such deferment receives the approval of the appropriate Vice-president.

Vacation may be advanced (i.e. taken prior to May 1) under the following conditions:

- a. The amount of vacation advanced normally does not exceed the amount earned to the end of the calendar month immediately preceding the vacation period.
- b. Such advance vacation receives the prior approval of the immediate supervisor/manager.

Subject to the following conditions, the department supervisor/manager shall determine the period(s) when an employee may take his vacation entitlement, deferred entitlement or advanced entitlement:

- a. Vacation schedules will be circulated in order of seniority by each department supervisor/manager no later than March 31st of each year in order for the employee to book in his vacation date(s). Scheduled vacation shall be approved in order of seniority.
- b. Each employee will be permitted to take at least two (2) weeks of his vacation during the period June 1 to September 30.
- c. Additional vacation arising from regular entitlement, deferred entitlement or advanced entitlement may be taken at such time(s) and of duration(s) as mutually

agreed by the department supervisor/manager and the employee.

- d. Where two (2) or more consecutive weeks of vacation are booked, they will be approved, subject to the requirements of the business.
- e. An employee who, after May 1 and prior to the end of the vacation year, attains the required service to entitle him to an additional week of vacation will become eligible for such week on completion of the required years of service as of his anniversary date of employment.

Approved schedules will be posted in a prominent location accessible to all departmental employees no later than April 30. Following approvals, an employee's vacation will not be rescheduled without mutual agreement of the department supervisor/manager and the employee.

At retirement, special arrangements concerning advancement or deferment of vacation may be applied to vacation entitlement owing at the date of retirement. Such arrangements must have the mutual approval of the Department Manager and the retiring employee.

8.3 - Vacation Entitlement and Pay

Vacation pay for the purpose of Chart A shall be the regular rate of pay in effect at the time of taking vacation.

CHART A
VACATION ENTITLEMENT - FULL-TIME SALARIED
EMPLOYEES

<u>Length of Service</u>	<u>Time</u>	<u>Pay</u>
6 months but less than 1 year @ April 30	Up to 2 weeks	2/52 of a week's pay for each week of employment up to April 30 *
1 year but less than 5 years @ April 30	2 weeks	2 weeks' pay *
5 years but less than 10 years @ April 30	3 weeks	3 weeks' pay *
10 years but less than 18 years @ April 30	4 weeks	4 weeks' pay *
18 years but less than 25 years @ April 30	5 weeks	5 weeks' pay *
25 years but less than 35 years @ April 30	6 weeks	6 weeks' pay *
35 years and over @ April 30	7 weeks	7 weeks' pay *

Note: Five (5) regular working days constitute one (1) week.

* Vacation pay on any overtime and premium earnings will also be credited. The calculation will be 2% times the number of weeks vacation entitlement times the sum of overtime/premium earnings and will be paid once a year, within the month of May.

CHART B

FULL-TIME, VOLUNTARY TERMINATIONS & RELEASE, RETIREMENT, DEATH

<u>Length of Service at Termination</u>	<u>Vacation Pay</u>
Less than one year	2/52 of a week's pay for each week of employment up to April 30
One year but less than 5 years	4% of pay earned from previous May 1 to the date of termination
5 years but less than 10 years	6% of pay earned from previous May 1 to the date of termination
10 years but less than 18 years	8% of pay earned from previous May 1 to the date of termination
18 years but less than 25 years	10% of pay earned from previous May 1 to the date of termination
25 years but less than 35 years	12% of pay earned from previous May 1 to the date of termination
35 years and over	14% of pay earned from previous May 1 to the date of termination

NOTE:

Pay for purposes of calculating vacation pay shall mean regular salary or hourly rate paid for all work done and shall include shift premiums, overtime pay, sales bonuses, pay for Paid Holidays, but will exclude any other payments made at the discretion of the Company.

CHART C

PART-TIME, CASUAL EMPLOYEES, STUDENTS AND DISCHARGED FULL-TIME EMPLOYEES

VACATION PAY

Will be paid in accordance with Employment Standards Legislation.

NOTE:

Pay for purposes of calculating vacation pay shall mean regular salary or hourly rate paid for all work done and shall include shift premiums, overtime pay, sales bonuses, pay for Paid Holidays, but will exclude any other payments made at the discretion of the Company.

CHART D
PAY DUE TO ACCIDENT OR ILLNESS

In the event of extended absence because of accident or illness, normal vacation entitlement will be adjusted as follows:

Total Cumulative Absence from May 1 to April 30	Percentage of Vacation to be Deducted from Normal Entitlement		
	Under 5 years' service at previous May 1	5 years but less than 10 years at previous May 1	10 years or more at previous May 1
Over 6 months, but not exceeding 9 months	50%	33 1/3%	0%
Over 9 months, but not exceeding 12 months	75%	66 2/3%	0%
Over 12 months	100%	100%	100%

CHART D: NOTE:

- a. for purpose of calculating vacation, one (1) month shall consist of twenty-two (22) working days including Paid Holidays when they fall on a normal working day.
- b. percentage shall be rounded to the largest number of full days.

8.4 - Paid Holidays

	2002	2003	2004
New Year's Day	Tues. Jan. 01/02	Wed. Jan 01/03	Thurs. Jan 01/04
Good Friday	Fri. Mar 29/02	Fri. Apr. 18/03	Fri. Apr 09/04
Victoria Day	Mon. May 20/02	Mon. May 19/03	Mon. May 24/04
Canada Day	Mon. Jul 01/02	Mon. Jun. 30/03	Fri. Jul 02/04
Civic Holiday	Mon. Aug. 05/02	Mon. Aug 04/03	Mon. Aug. 02/04
Labour Day	Mon. Sept. 02/02	Mon Sep 01/03	Mon. Sept 06/04
Thanksgiving Day	Mon. Oct. 14/02	Mon. Oct 13/03	Mon Oct 11/04
Christmas Day	Wed. Dec. 25/02	Thurs. Dec 25/03	
Boxing Day	Thurs. Dec. 26/02	Fri. Dec 26/03	

In addition, the Company recognizes two (2) individual floating paid holidays. Should a new statutory holiday be declared it will be in addition to the two (2) individual floating paid holidays. The individual floating paid holidays must be taken during the calendar year on such days as are mutually agreeable between the Company and the employee.

In order to qualify for Paid Holiday pay, the employee must work the scheduled shift immediately preceding and following the Paid Holiday. Approved absences shall not disqualify employees from such pay.

To be eligible for the floater holidays, new employees must have been employed for three months prior to the date of the holiday.

Provision 9 - Absences

9.1 - Responsibility of Employee

It is the policy of this Company to expect that every employee will accept his responsibility to build an exemplary record of attendance and to keep absenteeism at a minimum.

When the need for being absent from work is known in **advance, the employee is expected to request permission** from his immediate supervisor/manager as far in advance as possible.

Emergencies occur or situations can arise on short notice which make it impossible to **report** for work or report to work on time. It is the **responsibility** of an employee or someone on his behalf to notify his immediate supervisor/manager or, if he is unavailable, the Health Centre before the completion of the first half of his work day.

9.2 - Absence with Permission

Excused Absence

An excused absence is without pay and cannot exceed five (5) consecutive working days. Benefit coverage provided by the Company will continue with no additional cost to the employee during the period of excused absence. Excused absences in excess of one (1) day must be approved by the Human Resources Manager or his designate.

A **supervisor/manager** on his own authority may grant up to one (1) day of excused absence. When an employee requires time off (up to one day) from work, a verbal request shall be submitted to the supervisor in sufficient time to enable him to plan his workload. It is expected that employees will not make unreasonable requests for leave. Each request will be considered on its merits having regard for the reason for the request, the employee's record, the workload, etc.

It is understood that every effort will be made to arrange medical and/or dental appointments outside of regular working hours, however, when this is not possible, time off without loss of pay will be permitted.

Leave of Absence

A leave of absence may be granted at the discretion of the supervisor with the approval of the Human Resources Manager or his designate according to the following guidelines:

- a) For emergency and/or compassionate reasons, leave for up to ninety (90) days may be given. Service and seniority shall continue to accumulate for such leaves of absence.
- b) For reasons other than emergency, compassionate, pregnancy/parental leave or S.O.E.A. business, leave for up to three (3) weeks may be granted. Such approval will normally be subject to (i) the requirements of the business; (ii) completion of two (2) years' service prior to leave; (iii) no leave granted within previous three (3) years; (iv) whenever possible, leave requested should avoid the week containing, preceding or immediately following a Paid Holiday; and (v) the employee making maximum use of his vacation entitlement. Service and seniority shall continue to accumulate for such leaves of absence.
- c) The benefit plans will continue for the duration of the leave of absence. With the exception of pregnancy and parental leaves, employees will be required to reimburse the Company for the cost of maintaining the benefits while on said leave. This cost will be based on the premium amounts shown on the application form signed by the employee when requesting approval for a leave of absence.

9.3 - Bereavement

Where time off work is requested because of a death of an employee's husband, wife, same-sex partner, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, father or

step-father, mother or step-mother, father-in-law, mother-in-law, brother, step-brother, sister, or step-sister, the employee will be given time off work, normally up to three (3) days ending with the day following the funeral, without loss of pay.

If the employee is absent and loses pay to attend the funeral of a brother-in-law, sister-in-law, grandparent, or grandchild, he shall be reimbursed at his regular rate for regular hours lost up to one (1) regular day.

Where an employee is absent and loses pay to attend a memorial service for any of the aforementioned relatives, he shall be reimbursed at his regular rate for regular hours lost up to one (1) regular day.

Employees who experience a bereavement during a booked vacation, will be allowed to defer that part of their vacation affected by the bereavement. Deferred vacation days will be taken at a time mutually agreed upon by the employee and his supervisor.

Note: Reference to "in-law" are deemed to include the in-laws of each of the husband and the wife. Reference to "grandparent or grandchild" is deemed to include the grandparents, grandchildren, great-grandparents, great-grandchildren and so on of each of the husband and the wife.

9.4 - Jury Duty

Any employee who is:

- (a) summoned to appear or required to serve jury duty, or
- (b) subpoenaed to testify as a witness in a civil or criminal court of law

shall be granted the necessary time off, without loss of pay, provided the employee

- (a) presents to the Company a notice of jury selection or a copy of the subpoena,
- (b) returns to work for those periods when not required by the court, and
- (c) deposits with the Company the full amount of any compensation received from the court excluding any mileage, travel and meal allowances.

In addition to the above, for any employee working an afternoon or night shift, equivalent time off, without loss of pay, shall be provided on his next regular shift.

9.5 - Absence Due to Illness or Emergency

When, because of illness or emergency, it is necessary to leave the place of work, permission is to be obtained, normally in advance, from the supervisor/manager.

9.6 - Absence due to Family Responsibility

Each employee shall be entitled to take family responsibility leave for up to three (3) days per calendar year (in minimum one-half day periods) as follows:

1. Unpaid time, or
2. Current year's vacation or holidays, or
3. Banked Overtime

The employee must notify his immediate supervisor of his absence either within the first half of his work day or prior to leaving Company premises.

9.7 - Pregnancy and Parental Leaves

A) Pregnancy Leave

Eligibility Requirement

Minimum of thirteen **(13)** weeks' service as of the projected date of birth.

Notice and Start of Leave

The employee is entitled to begin her pregnancy leave at any time within seventeen **(17)** weeks before the projected date of birth. However, she must give the Company two **(2)** weeks' notice in writing of the date that she intends to begin her leave and a certificate from a legally qualified medical practitioner indicating the projected date of birth.

Where pregnancy-related complications, premature birth, still-birth or miscarriage result in the employee unexpectedly having to stop work earlier than projected, the employee must within two **(2)** weeks of stopping work give the Company notice in writing of the date that pregnancy leave began or is to begin and a certificate from a legally qualified medical practitioner indicating the date of birth, still-birth or miscarriage, the occurrence of complications and the projected date of birth.

Duration of Leave

Total pregnancy leave is seventeen **(17)** weeks which (for an employee who is not entitled to parental leave) extends to a minimum of six **(6)** weeks following the date of birth, still-birth or miscarriage.

Notice of Return to Work

In order to assist the Company in planning the employee's return to work, the employee must advise the Company two **(2)** weeks prior to the expected return date.

Service and Seniority Continuation

The employee will continue to accrue service and seniority while on pregnancy leave.

Vacation Entitlement

The employee on pregnancy leave will have no reduction in vacation entitlement.

Paid Holidays

The employee will qualify for holiday pay only if she receives pay for hours worked during the week containing the holiday.

Benefits will be treated *as* follows:

Under existing Employment Insurance (EI) regulations, the employee will qualify for pregnancy benefits for a period of seventeen (17) weeks. During this period, Sick Pay and Long-Term Disability payments and benefits will be suspended if so designated in writing by the employee. Medical, Life Insurance, Dental and Supplementary Health Expense benefits will remain in effect and the Company will continue to pay the premiums.

Payments to the Company Pension Plan and Canada Pension Plan will be suspended during the leave, however pensionable service will continue to accumulate during the leave.

A change advice form will be initiated by *the* employee's supervisor showing "return to work from Pregnancy Leave". This will return the employee to active payroll and authorize reinstatement of any benefits and/or payments which had been suspended

B) Parental Leave

Eligibility Requirements

Minimum of thirteen (13) weeks' service.

Notice and Start of Leave

The mother of the child must begin her parental leave upon expiry of her pregnancy leave unless the child has not yet come into her care, custody and control. In all cases, parental leave must begin within thirty-five (35) weeks after the date of birth or the coming of the child into the care, custody and control of the parent.

The employee must give the Company **two (2)** weeks' notice in writing of the date parental leave is to begin. Where the child comes into the care, custody and control of the employee sooner than expected, the employee must within two (2) weeks of simultaneously stopping work and beginning parental leave give the Company notice in writing of the date that parental leave began.

Duration of Leave

Total parental leave is a maximum of thirty five (35) weeks.

Notice of Return to Work

In order to assist the Company in planning the employee's return to work, the employee must advise the Company **two (2)** weeks prior to the expected return date.

Service and Seniority Continuation

The employee will continue to accrue service and seniority while on parental leave.

Vacation Entitlement

The employee on parental leave will have no reduction in vacation entitlement.

Paid Holidays

The employee will qualify for holiday pay only if he or she receives pay for hours worked during the week containing the holiday.

Benefits will be treated as follows:

- Under existing Employment Insurance (EI) regulations, the employee will qualify for parental benefits for a period of up to ten (10) weeks. During this period, Sick Pay and Long-Term Disability payments and benefits will be suspended if so designated in writing by the employee. Medical, Life Insurance, Dental and Supplementary Health Expense benefits will remain in effect and the Company will continue to pay the premiums.
- Payments to the Company Pension Plan and Canada Pension Plan will be suspended during the leave, however pensionable service will continue to accumulate during the leave.

A change advice form will be initiated by the employee's supervisor showing "return to work from Parental Leave". This will return the employee to active payroll and authorize reinstatement of any benefits and/or payments which had been suspended.

9.8 - Absence without Permission

The Company recognizes that some personal illnesses or occasional unusual circumstances are unavoidable, however, excessive loss of time for any reason will normally result in disciplinary action. Barring extenuating circumstances acceptable

to the Company, an employee who **is** absent must phone his immediate supervisor/manager or, if **he** is unavailable, **the** Health Centre before completion of the first half of his work day.

An employee who is absent from work for any reason without reporting the absence to his immediate supervisor/manager is considered to be "Absent without Permission". Such unreported absences will be subject to disciplinary measures.

Unreported Absences

Except for extenuating circumstances acceptable to the Company, disciplinary action ranging from warning to discharge will normally be taken if an employee fails to make such contact before the completion of the first half of his work day. The first such absence, if for one (1) or two (2) days should be dealt with by the supervisor and/or manager. A second or subsequent absence is considered serious enough to be dealt with by the Human Resources Manager or his designate. An employee may have an Association representative present, if so requested by the employee.

It is assumed that an employee has voluntarily resigned if absent for more than three (3) consecutive days and has not contacted his immediate supervisor/manager or the Human Resources Department.

9.9 - Return to Work

It is expected that an employee will return to work at the earliest practical and possible time if absent due to accident or illness.

Absence beyond five (5) days - In order that both the Company and the employee are protected from the consequences of returning to work too soon, the employee must be seen by the

nurse before resuming normal duties. It is the responsibility of the supervisor/manager to ensure that the returning employee has reported to the Health Centre.

Provision 10 - Lateness

10.1 - Policy

The management of this Company establishes hours of work for each employee according to the needs of the business. Being on the job promptly is essential to an efficient operation.

10.2 - Purpose

To help develop dependable employees.

To eliminate shifting of personnel and changing daily work plans which can be occasioned by lateness.

10.3 - Procedure

It is recognized that there can be many reasons for not being at work on time. Some reasons reveal circumstances which are unavoidable; other reasons indicate a lack of proper planning of one's time or of not taking one's responsibility toward his job seriously.

Employees must realize that during their employment with the Company, a record is being built which does accumulate. Whether this record is good or poor depends upon the individual's performance and adherence to Company rules.

Employees are required to be at their work place and ready to start work at the time designated by supervision for their particular job.

Employees who do not comply with this regulation are regarded as late.

10.4 - Action

When an employee is late for work, supervision must discuss the offence with the employee as soon as possible and normally not later than the end of the work day on which the lateness occurred.

Where lates are to be recorded, they must be entered as soon as possible on the Employee Attendance Record and signed by the employee. This record should be complete and therefore must include date, time and the reason for the late. The employee will be allowed to see his attendance record.

Provision 11 - Constructive Discipline and Suspension or Discharge

Provision 11.1 - Constructive Discipline

Rules and regulations are essential to the efficient operation of the Company.

Therefore, it is the policy of the Company and the Association to require adherence to rules and to maintain a code of constructive discipline which respects the dignity of the employees.

The most important purpose of this policy is to secure and maintain a high standard of productivity, a desirable level of employee morale through fair rules that are equitably and uniformly administered and subject always to the right to grieve disciplinary decisions.

Every person who has the responsibility of supervising people assumes, within that responsibility, the role that must be carried out in the day-to-day direction and guidance of his subordinates. However, each supervisor/manager has the right and authority to decide how much guidance is to be given to an

employee before embarking on a formal series of steps designed to bring about the desired improvement or change.

If the day-to-day guidance does not bring about the desired results, the supervisor/manager will consult with Human Resources to develop appropriate formal disciplinary procedures. The normal steps of constructive discipline are set out in the Company Policy Manual.

An area steward, or in the case of an area steward an officer of the Association, must be present at any meeting at which discipline will be formally processed.

11.2 - Disciplinary Documentation

A copy of any formal disciplinary letter to the employee will be provided to the Association.

The Company will remove all documentation referring to disciplinary action from an employee's record as follows:

- verbal or written warning after a twelve (12) month period
- reprimand or suspension after a twenty-four (24) month period

provided, however, there has been no further disciplined offence during the applicable period referred to above.

11.3 - Suspension or Discharge

An employee may be suspended or discharged for just cause for any offence or combination of offences that is considered to be serious or detrimental to the welfare of the Company and/or its employees.

An officer of the Association must be present at any meeting at which a suspension or discharge will be processed.

The Company will have the right to discharge an employee who has not completed his probationary period where, in the opinion of the Company, the continued employment of the probationary employee is not in the best interest of the Company. It is agreed that a lesser standard for discipline or discharge for probationary employees may apply.

11.4 - Voluntary Termination

Notwithstanding the Company's right to terminate for just cause, or where an employee wishes to voluntarily terminate and the parties agree to the termination, an employee will be eligible for severance pay calculated in accordance with the scale listed below:

2 yrs < 10 years	1 week per year of service
10 years < 20 years	1 1/2 weeks per year of service
20 years or more	2 weeks per year of service

The maximum pay-out is based on 26 years of service

An employee whose employment is discontinued under this provision will be considered terminated for all purposes with no further claims against the Company.

Provision 12 - Company Policy

For information regarding Company Policies and Procedures that affect employees within the bargaining unit and which do not form part of this Agreement, reference should be made to the Company Policies and Procedures.

The Company will provide each Association executive member with the Company Policies and Procedures. As Company Policies and Procedures are changed and/or updated, the Company will provide each Association executive member with a copy of all such changes and/or updates.

Employee will have access to the Company Policies and Procedures through supervision, Association executive members and the Human Resources department.

Provision 13 - Changes Affecting the Workforce

The Association recognizes the need for the Company to change the methods of doing business from time to time, in response to economic and competitive pressures. Changes such as the introduction of new technology, the reduction of the work available, or the contracting out of services, may affect the status of employees through reassignment or job elimination.

When such changes are deemed necessary, the Company will advise the Association as far in advance as possible. Following this notification, the parties will begin to discuss the fair and equitable treatment of any individuals affected.

Provision 14 - Reductions in the Workforce

14.1 - Notice and Qualifications

When reductions are deemed necessary, the Company will advise the Association as far in advance as possible. In the case of a permanent reduction not less than ten (10) working days will be provided.

When it becomes necessary to reduce the work and/or the number of employees, seniority will apply provided that the senior employee already possesses the skills, qualifications and abilities to perform the position requirements.

When *it* is necessary to reduce the workforce, part-time, students and casual employees in the affected departments will be terminated to preserve full-time positions.

Management will determine if the employee possesses the **required skills, qualifications, abilities and competence to perform** any job.

An employee who possesses the requisite **skills** will be given consideration for **orientation/training** provided the employee is assessed as being able to achieve a competency level within a eight (**8**) week period.

Provision **14.2** - Reduction Procedure

Upon displacement from his job, an employee shall be entitled to elect to exercise his seniority rights pursuant to this procedure or, if applicable, pursuant to Letter(s) of Understanding #1. An employee is considered to be displaced at the point where he has been formally given his options in writing. At any meeting convened to notify an employee with respect to this provision, the President of the Association (or his designate) shall be present. At the employee's request, a steward may also be present.

- First An employee may elect to displace the least senior full-time employee in the same job in his department, or the least senior full-time employee in his department who is in a position not more than two (2) grade levels below his grade level, provided he is qualified as defined in Provision 14.1.
- Second An employee who is unable to exercise his seniority rights under the First step above may elect to displace the least senior full-time employee in his Business Unit who is in a position not more than two (2) grade levels below his grade level provided he is qualified as defined in Provision 14.1.
- Third An employee who is unable to exercise his seniority rights under the Second step above may elect to displace the least senior full-time employee in the

bargaining unit who is in a position not more than two (2) grade levels below his grade level, and so on up the seniority list until he is able to displace another full-time employee, provided he is qualified as defined in Provision 14.1.

Fourth An employee who is unable to exercise his seniority rights under the **Third** step above may elect to displace the least senior full-time employee in the bargaining unit, and so on up the seniority list until he is able to displace another full-time employee, provided he is qualified as defined in Provision 14.1.

General Application

1. An employee who was previously employed satisfactorily in another position which still exists may return to that most recently-held position provided he possesses adequate seniority and is qualified as defined in Provision 14.1.
2. An employee is not permitted to exercise his seniority rights to displace an employee in a higher graded position
3. If when exercising his seniority rights through the reduction procedure an employee would be required to change shifts, the employee may elect to proceed to the next step of that procedure. An employee who is not able to secure a position on his shift will have the option of accepting a layoff if the work available to him under the reduction procedure is at a lower grade or, if the employee has completed two (2) years of service, of alternatively electing a severance payment in accordance with the Employment Standards Act.
4. A displaced employee shall render his decision with respect to his options pursuant to the reduction procedure

above after a minimum of twenty-four (24) hours from the **notification of his options.**

5. If a displaced employee is offered a position at a salary grade lower than that which the employee was receiving at the time of displacement, he shall have the option of accepting the work available to him, of being laid-off, or, if the employee has completed two (2) years of service, of electing to sever his employment and at the time of his severance he shall be paid one (1) week's salary for each completed year of service if he has two (2) or more years of service but less than ten years; he shall be paid one and one half (1 1/2) week's salary for each completed year of service if he has ten (10) or more years of service but less than 20 years; or he shall be paid two (2) week's salary for each completed year of service if he has twenty (20) or more years of service to a maximum of twenty-six (26) years of service.
6. A displaced employee who refuses to accept a position at the same salary grade will be terminated and will have no recall rights.
7. Employees who are unable to exercise their seniority rights will be indefinitely laid-off and will be terminated as of the date of the expiry of the notice period given.
8. When an employee has been moved to a lower graded position and has had his salary red-circled he will retain his original grade level for subsequent moves under the lay-off procedure.
9. Employees displaced through this procedure may return to their former position if it becomes available with a two (2) year period from the date of displacement
10. S.O.E.A. officers and stewards for the term of their office will possess top seniority in their area of representation.

14.3 - Salary, Benefits, Pension and Vacation

Salary Employees who are assigned to positions rated within two (2) grade levels of their own as a result of the application of their seniority rights will be red-circled for a period of six (6) weeks. At the completion of the six (6) week period, salary will be adjusted to the midpoint of the range of the position to which the employee has been assigned.

Employees who are assigned to positions rated lower than within two (2) grade levels of their own as a result of the application of their seniority rights will be red-circled for a period of twelve (12) weeks. At the completion of the twelve (12) week period, salary will be adjusted to the midpoint of the range of the position to which the employee has been assigned, except that those employees who have more than twelve (12) years' service will receive one (1) additional week of salary at the red-circled rate for each additional full year of service.

Employees whose salaries are red-circled and who successfully apply for another position during the applicable six (6) or twelve (12) week period described above will be paid in accordance with the salary administration provisions but in no case will the salary be adjusted downwards until the completion of the applicable period.

Employees who are recalled to a lower rated position will be paid in accordance with the salary scale applicable to the job to which they are recalled.

Benefits

- (A) The following benefits will be continued at the expense of the Company for eligible employees who have been laid off for up to eight (8) weeks from the date of lay-off. Laid-off employees who obtain other employment will not be eligible for benefit coverage.

Life Insurance
Extended Health
Dental

- (B) Benefits for employees who are terminated will cease as of the last day of active employment.
- (C) Employees who remain on lay-off at the end of eight (8) weeks may continue coverage for a further five (5) week period for the above-named benefits at their own expense by remitting in advance to the Company the cost of such benefits.

COST PER MONTH

<u>BENEFIT</u>	<u>FAMILY</u>	<u>SINGLE</u>
Life	\$.1503/\$1,000 coverage	\$.1503/\$1,000 coverage
Extended Health	\$111.86	\$40.93
Dental	\$74.19	\$23.76

The above listed costs will be adjusted to reflect any premium increases introduced by the benefits carrier.

- Pension** Employees who are laid-off will have their status in the Pension Plan suspended. Upon recall, employees will be reinstated in the Pension Plan effective the date of return. Employees who are recalled will commence required contributions to the Pension Plan effective the first cheque after recall

The period of suspension shall qualify as credited service under the Pension Plan.

If pension legislation permits, an employee who is laid-off who requests a refund of pension contributions must voluntarily terminate employment in order to receive these funds. This shall result in the forfeiture of recall rights.

Vacation Employees who are laid-off and entitled to vacation with pay will receive their vacation pay prior to the week or weeks of scheduled vacation or at the end of the vacation year, whichever occurs first. Employees on lay-off will earn vacation as per Provision 8, Chart B.

Employees who are terminated will receive all outstanding vacation monies calculated to the expiry of the notice period given.

14.4 - Recall Procedure

A laid-off employee shall be recalled to work in accordance with this Provision 14 when an opening becomes available. In this event, if the salary grade offered for the position available is less than the salary grade received by the employee at the time of lay-off, or the grade indicated by the employee at the time of lay-off as the minimum for which he would accept a recall, the employee shall have the choice of accepting the position or of continuing the lay-off. A laid-off employee who refuses to return to a permanent position when recalled under terms of this Provision 14 will be considered to have voluntarily resigned.

Entitlement An employee who is laid-off will retain recall rights on the basis of one (1) month for each month of completed service to a maximum of two (2) years.

An employee on layoff who is not recalled will be terminated upon expiry of **his** recall rights.

Order

Employees on lay-off will be recalled in the order of seniority provided they possess the necessary qualifications as determined by management in accordance with Provision 14.1.

Furthermore, in accordance with this Agreement, employees on lay-off will receive first consideration for any opening in a temporary or permanent position.

Employees who hold **temporary** positions as the result of being recalled, and who would otherwise be on lay-off, will be treated in respect of any vacancy in any position as if they were on lay-off. Therefore, reference to the posting procedures of Provision 16 shall only occur when no employee on lay-off who is qualified in accordance with this Agreement is prepared to fill any such vacant position. However, employees who hold temporary positions, as above, will in all other respects be accorded the same benefits, rights and privileges as all employees except that they shall additionally have their original salary grades recognized for subsequent recalls.

Seniority

Seniority shall accumulate and shall be credited during the period *of* recall entitlement as described above.

Provision 15 - Health and Safety

It is the policy of this Company to eliminate and/or reduce industrial accidents and foster a safe and healthy work environment by the use of every reasonable precaution and by the aggressive promotion of safe work practices.

The Company will act promptly to make the necessary correction@)whenever unsafe conditions and/or unsafe acts are first noted.

A Joint Health and Safety committee representing office employees and management will be available to hear any health and safety concerns and/or complaints of any employee. This Committee will consist of:

- a) a maximum of four (4) members of the Association,
- b) a maximum of seven (7) members of management, and
- c) a maximum of three (3) non-bargaining, non-management members.

At least half of the Committee will consist of non-management members.

This Committee is empowered to investigate, evaluate and make recommendations to the Company and/or other interested parties with respect to health and safety concerns and/or complaints of any employee.

The Committee will meet at least once every three (3) months and the minutes of each meeting, as well as the names and telephone numbers of all Committee members, will be posted on one (1) or more bulletin boards in each location where at least one (1) member of the bargaining unit works.

Provision 16 - Job Postings

16.1 - Policy

It is in the interest of both the employee and the Company to improve the opportunities for upgrading and promoting from within, by improving the job posting system wherein an individual may further his career development. Under this system, knowledge gained from experience and training within the organization is maximized and utilized to the mutual benefit of the Company and the employee.

16.2 - Association Notice

Prior to a job posting, the Association President and Secretary will each receive a copy of all job postings that fall within the scope of the bargaining unit.

16.3 - Office-wide Postings

When an opening occurs the position will be posted only on those office bulletin boards of each location where one (1) or more members of the bargaining unit are working.

Job openings will be posted on the office bulletin boards in the aforementioned locations for a minimum of three (3) full working days. Job openings will not be posted after noon on Fridays. Job postings will include the salary grade of the job.

Full-time employees with one (1) year's seniority or more will receive preference over full-time employees with less than one (1) year's seniority, if they are equally qualified. Full-time employees performing a job for less than one (1) year will normally not be considered for a job posting.

When a position becomes vacant due to an extended indefinite absence (expected duration of twenty-four (24) months, or earlier with agreement of the parties), the position will be posted as per this provision.

Where a prognosis submitted to the Health Services staff indicates a return to work, and a return to work date is known, the displaced employee may attain a job by following the procedure as outlined in provision 14.2.

16.4 - Exceptions

The following positions and/or circumstances will be the exceptions to Provision 16.3:

- Executive and Managerial positions
- Placement of surplus bargaining unit members through reductions in the workforce
- Any existing job description re-evaluated by the Evaluation Committee
- Positions that become available to which previously displaced employees are entitled to return under Provision 14
- Recalls from layoff in accordance with Provision 14
- Temporary positions designated for co-op students

Job progression is defined as assignment to two or more positions of expanded scope and/or increased responsibility for the purpose of developing skill sets to qualify employees for advancement within the organization. Employees in progression will be assigned to different jobs in accordance with the exceptions contained in this provision.

The Company will provide the SOEA Executive with a list of the jobs that currently have job progression. These jobs are indicated by asterisk (*) in letter of agreement #3 found at the back of this agreement.

Jobs within these job progression groups are exempt from job posting except that postings will occur if the position within the job progression grouping will result in an addition to staff or a new job is introduced within these existing job progression groups.

16.5 - External Applications

Prior to consideration of any non-bargaining applicant for a posted bargaining unit position, the Company shall provide in writing to the Association President or his designate, the specific reasons used by the Company in determining that each bargaining unit applicant is not qualified for such posted position. In making any such determinations, the Company shall deal in a fair and just manner with each bargaining unit application for each posted position.

Job postings will identify the status of openings where career development is involved.

16.6 - Evaluation and Selection

Where tests may be required, they shall be conducted individually in a private area.

Based upon qualifications, training required and seniority, applications will be reviewed and interviews conducted. The employee's supervisor/manager will be informed once the employee has been selected for an interview.

Prior to conducting interviews, applicants not selected for an interview will be notified by the Manager of Employment and Training or his designate.

Selection of the successful applicant for a posted position will normally be made within five (5) working days of the closing date for acceptance of applications.

If requested by the successful applicant a trial period of one (1) day shall be provided for the purpose of evaluating the posted position before such employee relinquishes current job ownership.

Thereafter, the successful applicant should be placed in the new position within two (2) weeks. Where additional training is

required or where this is not possible, an additional period of time, mutually agreed upon by the hiring and releasing supervisors/managers may be granted with the assistance of the Human Resources Department, if required.

Within three (3) working days of the selection of the successful applicant, the Manager of Employment and Training will advise each interviewed applicant not selected for the posted position of the reasons why his application was unsuccessful and will provide suggestions for further development when requested by the employee.

Within one (1) working day of the selection of the successful applicant, the Association President will be notified in writing of all applicants for the posted position, those applicants interviewed, and the name of the successful applicant.

16.7 - Postings for Temporary Positions

Full-time employees will have an opportunity to temporarily fill job vacancies where it is known in advance that such vacancies will exist for a period not less than thirteen (13) weeks. This will permit employees to acquire experience in other positions without relinquishing ownership of their current positions. The temporary transfers must however be accomplished in a fashion that is not disruptive to the organization.

The job posting procedure will be followed and selection of an applicant will be based upon work record, qualifications, training required, seniority and the ability of the department to release the applicant.

If no full-time employee successfully applies for a temporary position then, in accordance with this provision, the Company will attempt to utilize a casual employee. For purposes of clarification, a casual employee as referred to in this provision is deemed to be an external (non-bargaining) applicant.

Temporary transfers can only occur to positions at the same grade level or higher. Where the vacancy is created by an absence, the posting of the temporary position is limited to this vacancy. The temporary position may be amended as deemed necessary by management.

Provision 16.8 - Salary Adjustment for a Temporary Position

The salary of a full-time employee who accepts a temporary job assignment shall be reviewed prior to commencing the job and temporarily adjusted (if necessary) to a position between and including the minimum (85%) and the midpoint (100%) of the salary range of the temporary job commensurate with the employee's expected ability to perform the duties and responsibilities.

Prior to the end of the second week of the temporary job assignment, the salary grade of the temporary job, if the job was amended, shall be determined by three (3) members of the Evaluation Committee including the Compensation Manager and the Association representative. In the interim, the Compensation manager will slot the salary grade of the temporary job, the job shall be posted as "under review per Provision 17.2" and if the evaluation changes the salary grade then a salary adjustment will be retroactive to the start of the temporary job assignment.

If a normal salary review (i.e. Annual or interim review) for the employee is required during the temporary job assignment, the employee's regular supervisor, in conjunction with the temporary position manager, shall conduct the review and it shall be effective at interim or annual review time as per provision 17.5. If this salary increase results in the employee's normal salary being higher than the salary during the temporary job assignment, the employee shall get the higher amount effective on the normal salary increase date.

When an employee returns from a temporary assignment a salary and performance assessment will be done. Performance and salary reviews will be conducted as per Provision 17.

16.9 - Project Assignment

Where the Company has identified that skills normally found in positions within the scope of bargaining unit employees are required for Corporately Approved projects, as determined by the Company, the Company will post a notice as early as possible prior to the official start of the project of the opportunities that may be available. Employees who wish to be considered for an assignment should let their interest be known to their immediate supervisor within three (3) working days of the posting of the notice. Project assignment selection will be made based on technical skills, qualifications, team skills and expertise. Where no suitable applicant is found the Company, in its' sole discretion, will determine who the position will be awarded to.

Upon completion of the project, employees assigned will be able to return to their own job if it still exists, or acquire a new job through the job posting procedure or through the application of Provision 14.2.

Provision 17 - Salary Administration

17.1 - Salary Administration

It is the intention of the Company to provide salaries which are competitive with those paid for similar skills, responsibilities and levels of performance in comparable locations and industries. Performance will be stressed in decisions affecting individual compensation.

Employees in positions at Grade **il** or above will be entitled to three (3) weeks of vacation in the first year, and will be eligible for immediate enrollment in the benefit program.

17.2 - Evaluation of Jobs

Each salaried position will be evaluated and assigned a salary grade. Positions are graded by point totals from a point factor comparison evaluation as determined by the Job Evaluation Committee.

As required, all bargaining unit positions shall be evaluated by the Job Evaluation Committee which shall include two (2) employees selected by the Association and trained by the Company. An incumbent employee may request to be in attendance with the department management during the presentation of his job description to the Job Evaluation Committee, If there is more than one (1) incumbent employee, all incumbents shall choose one (1) employee to attend.

Jobs are not static, therefore, job description should be reviewed annually by the employee's immediate supervisor or when a change of incumbent employee occurs. In addition, the description of other positions may be affected by any change and should also be examined.

Any newly created positions within the scope of the bargaining unit will be slotted into a temporary salary grade until evaluated by the Job Evaluation Committee. Such evaluation should be completed within six (6) months of the creation of the new position.

It will be the responsibility of the department supervisor with the approval of the department manager and the Human Resources Manager to request an evaluation of a position. An employee may request a job evaluation if there is a substantial change in his job requirements. The incumbent employee(s)

and the immediate supervisor will have a job description prepared for the approval of the department manager. The Human Resources Manager or his designate will assist in the preparation and editing of the job description.

When all necessary approvals are received confirming a job change necessitating an evaluation, the evaluation will be completed within sixty (60) days. Should the evaluation not be completed within this time frame, and resulting salary grade change will be retroactive to the completion of the sixty (60) day period.

In cases where job(s) have been slotted and the grade level(s) require a decrease, the affected employee will have their rate red-circled for six (6) weeks, and at the end of the six week period, their salary shall revert to the appropriate amount based on the compa ratio prior to the evaluation.

Where job(s) have been re-evaluated and the grade level(s)/salary(ies) require a decrease, this will not occur until such time the job becomes vacant and must be filled. New incumbent(s) will then assume the re-evaluated grade level.

17.3 - Salary Ranges

Jobs of approximately equal value are grouped into salary grades. Each grade will have a salary range consisting of a minimum, a midpoint and a maximum dollar amount.

Minimum to Midpoint represents pay for a newly hired or untrained or newly qualified employee in a position.

Midpoint represents pay for a fully trained and experienced employee who is performing satisfactorily.

Midpoint to Maximum represents pay for a fully trained and experienced employee who is clearly and consistently performing above the majority of job requirements.

It **will** be the responsibility of management to inform the employee in writing at the time **of** the annual performance review, **of** the **job** requirements to achieve satisfactory performance from a fully trained and experienced employee (as specified in Appendix "A, subsection 2) and to provide the employee with the opportunity to receive the necessary training while performing the **job**.

Salaries above the maximum may occur as a result of substantial tenure on the job or as a result of market conditions.

17.4 - Salary Range Changes

Salary range in effect November 1, 2002 which reflects a 2.6% increase as follows:

<u>Eff Nov 1,2002 40 hr</u>				<u>Eff Nov 1,2002 37.5 hr</u>			
<u>Grade</u>	<u>min</u>	<u>mid</u>	<u>max</u>	<u>Grade</u>	<u>min</u>	<u>mid</u>	<u>max</u>
13	\$57,099	\$67,175	\$77,252	13	\$53,530	\$62,977	\$72,423
12	\$51,707	\$60,832	\$69,956	12	\$48,475	\$57,030	\$65,584
11	\$47,015	\$55,312	\$63,608	11	\$44,076	\$51,855	\$59,633
10	\$41,845	\$49,230	\$56,614	10	\$39,230	\$46,153	\$53,076
9	\$38,509	\$45,305	\$52,101	9	\$36,102	\$42,474	\$48,845
8	\$34,977	\$41,150	\$47,322	8	\$32,791	\$38,578	\$44,365
7	\$31,609	\$37,187	\$42,765	7	\$29,634	\$34,863	\$40,093
6	\$28,530	\$33,565	\$38,599	6	\$26,747	\$31,467	\$36,187
5	\$25,847	\$30,409	\$34,970	5	\$24,232	\$28,508	\$32,784
4	\$23,393	\$27,521	\$31,650	4	\$21,931	\$25,801	\$29,672
3	\$21,510	\$25,306	\$29,102	3	\$20,166	\$23,725	\$27,283

The Company will conduct an annual review of salary ranges, prior to November 1st of each subsequent year, in accordance with the principles of the compensation policy, and inform the SOEA executive of any increases that may be necessary. The Company will provide an explanation of the results of the annual review to the SOEA executive.

17.5 - Salary Changes

The purpose of a salary review is to compare the employee's current salary and the salary range, with the employee's performance results and the position in the salary range in accordance with 17.3.

1) Annual Salary Review

Each employee will have an annual salary review prior to November 1st each year. The amount of the increase will be based on employee performance. Each annual salary change will be effective the first Sunday following or coincident with November 1st.

2) Interim Salary Review

An employee whose salary is below the midpoint of the salary grade when starting in the position, or after having his/her annual review, shall receive interim reviews prior to February 1st and prior to August 1st. If the employee has been in the job for less than eight (8) weeks at February 1st or August 1st, the interim can be deferred to the next scheduled interim review. The amount of the increase will be based on the salary ranges as in Provision 17.4 and the employee's progress towards achieving satisfactory performance expected from a fully trained and experienced employee. An employee whose performance is, and continues to be exceptional, may at the discretion of their manager, be entitled to an interim review. Interim salary changes will be effective on the Sunday in the week of their interim salary review. See Appendix "A - Guidelines for Salary Reviews and Salary Changes.

3) Salary Change Approvals

Salary changes will be requested by the immediate manager of the employee being reviewed, recommended by their manager's manager and approved by the Compensation Manager or Human Resource Management designate.

The Human Resources Department will provide counsel to the immediate supervisor/manager for all salary changes prior to communicating any salary change to the employee.

17.6 - Employee Performance Review

Each employee will receive an annual written performance review prior to November 1st of each year. This review will measure employee performance against job objectives and expected performance standards developed for the review period from the job description and department objectives.

Skill requirements and performance criteria should be discussed with the employee and mutually understood at the beginning of the review period. Provision should also be made for employee involvement in the development of objectives and/or action plans. Employee coaching and discussions on the employee's progress should occur during the review period.

The written performance review at the end of the review period will also include an overall assessment of the total job performance in descriptive terms with respect to a fully trained and experienced employee.

The annual performance review should also include a discussion concerning the employee's career aspirations and how these might be realized.

APPENDIX "A" - GUIDELINES FOR SALARY REVIEWS AND SALARY CHANGES

1) Starting Salaries

New hires who appear to have only the minimum qualifications for the job should be paid at the minimum of the salary range that is in effect on the date they assume the position. If the new hire or the employee assigned to a new position appears to have more than the minimum qualifications and is experienced, the starting salary should be between the minimum and the midpoint commensurate with the level of qualifications and experience.

2) Interim Salary Reviews

The purpose of the interim salary review is to move an employee's salary to the midpoint of the salary range in a timely and fair manner commensurate with the employee's performance results during the first two (2) years that the employee is in the position.

The amount of a salary change at an interim salary review should be determined by the employee's performance progress toward achieving satisfactory performance in the total job requirements from a fully trained and experienced employee, the employee's current salary and the expected time to achieve satisfactory performance from a fully trained and experienced employee.

The following schedule should be considered the average expected time to achieve satisfactory performance from a fully trained and experienced employee and is based on the employee achieving satisfactory performance at each review:

<u>Grade</u>	<u>Expected Time to Achieve Midpoint</u>
3	12 months
4	12 months
5	18 months
6	18 months
7	24 months
8	24 months
9	30 months
10	30 months
11	36 months
12	36 months
13	48 months

If satisfactory performance requirements are not achieved by the employee at the interim or annual review, the expected time to achieve midpoint may be extended.

If the employee's performance levels are above expectations, the expected time to achieve midpoint may be lessened.

3) Annual Salary Review

The purpose of the annual salary review is to compare the employee's current salary and the salary range in effect on November 1st of each year with the employee's documented performance results and the position in the salary range in accordance with Provision 17.3. The amount of the increase will be based on that comparison.

Salary increases that put an employee's salary above the midpoint must be based on the employee clearly and consistently achieving performance levels above satisfactory from a fully trained and experienced employee.

Provision 18 - Lifestyle Plus Flexible Benefits

All employees covered by this agreement who have completed the appropriate probationary period will participate in the Lifestyle Plus Flexible Benefits plan which is subject to amendment and re-enrolment as per the plan timetable. A flex Benefit Committee, which shall include one member of the union, shall make recommendations to the Company for changes to the plan prior to the renewal date.

Extended Health Care Options and Dental Care Options are based on Company paid credits and employee contributions. The Company will provide a credit of up to \$186.05 per month for Family coverage and a credit of up to \$64.68 per month for Single coverage.

Employees hired after April 8, 2002 are not eligible for post retirement benefits.

18.1 - Sick Pay Benefit

The Company will arrange for a sick pay benefit for full-time employees if the employee is unable to work as a result of a non-work related personal disability according to the following schedule:

<u>Service at Disability Start</u>	<u>Full Pay</u>	<u>2/3's Pay</u>
Less than 3 months	3 days	0
3 months to 6 months	1 week	14 weeks
6 months to 1 year	2 weeks	13 weeks
1 year to 3 years	4 weeks	11 weeks
3 years to 5 years	6 weeks	9 weeks
5 years to 7 years	8 weeks	7 weeks
7 years to 9 years	10 weeks	5 weeks
9 years to 10 years	12 weeks	3 weeks
10 years and over	15 weeks	0

It is the employee's responsibility to provide satisfactory medical evidence if requested by the Company.

If an employee returns to work and is again unable to work within 14 calendar days for the same disability, it will be considered a continuation of the original disability and benefit payments will commence where they left off. The maximum period of payment for any one claim is 15 calendar weeks.

Casual employees hired for a stated work term in excess of three months on a 37.5 hour work schedule who have completed a minimum of 13 weeks of the stated work term will be eligible for up to 5 paid sick days during the balance of the stated work term but in no event shall any paid days extend beyond the end of the stated work term. Satisfactory medical evidence of a non-work related personal disability must be provided prior to any sick pay benefit being paid.

18.2 - Pension Plan

Employees will be eligible to join the plan the first of the month following two years of Company service. Vesting will occur after two years of plan membership.

Effective January 01, 2001 the defined benefit formula for pension service after January 1, 1994 will increase to 1.5% of the final average earnings up to the final yearly maximum pensionable earnings plus 2% of the final average earnings in excess of the final yearly maximum pensionable earnings

All employees who were members of the defined benefit provisions of the plan (the DB plan) at April 08, 2002 will continue to participate in the DB plan. The Company will provide all employees hired prior to April 8, 2002 with a one time opportunity to switch to the defined contribution provision of the plan (the DC plan) for all future service.

All employees who were not members of the DB plan at April 8, 2002 will participate in the DC plan when they become eligible. Employee contributions will be 3% of base earnings with

100% Company match. Employees may make additional contributions equal to 1%, 2%, 3%, 4%, 5% or 6% of base earnings with a 50% Company match.

Provision 19 - Duration of the Agreement

19.1 - Effective Dates

Except as otherwise provided, this Agreement shall become effective on the 1st day of November 2001, and shall continue in effect until the 31st day of October 2004, and thereafter, from year to year, unless either party gives written notice to the other of termination or amendment of not more than ninety (90) days and not less than thirty (30) days prior to the expiration.

19.2 - No Strike or Lockout

There shall be no strike or lockout during the life of this Agreement and in no event shall the Association cause, take part in, or tolerate any movement encouraging a slowdown or stoppage of work.

Provision 20 - Letters of Understanding

All Letters of Understanding attached to this document shall form part of this Collective Agreement.

Signed at Kitchener, Ontario,

this 26 th day of May 2003

FOR THE ASSOCIATION

Art Lacroix
Chairman SOEA
Bargaining Committee

FOR THE COMPANY

George Mackie

Sue Bradich

Tim Grensewich

LETTER OF UNDERSTANDING #1

March 29, 2003

Mr. Art Lacroix
President
Schneider Office Employees' Association:

Dear Mr. Lacroix:

Re: Transfer of Operations

To confirm our agreement during negotiations, if all or part of the existing operations covered by this Agreement are moved or transferred outside of the bargaining unit to another facility operated by J.M. Schneider Inc., affected full time employees shall have the first opportunity to transfer to such facility without the loss of seniority and service, subject to the provisions of any collective agreement in place at such facility.

Yours truly,

Sue Bradich
Employee Relations Advisor
Schneider Foods

LETTER OF UNDERSTANDING#2

March 29, 2003

Mr. Art Lacroix
President
Schneider Office Employees' Association:

Dear Mr. Lacroix:

Re: Casual Employees - Provision 6.2

This *letter* confirms *our* agreement during negotiations that casual employees as defined in Provision 6.2 will not be hired into vacancies known to be full-time positions in violation of the above-mentioned Provision 6.2 unless the Association Officers and the Company have agreed to such an arrangement in writing.

Yours truly,

Sue Bradich
Employee Relations Advisor
Schneider Foods

LETTER OF UNDERSTANDING#3

March 29, 2003

Mr. Art Lacroix
President
Schneider Office Employees' Association

RE: **LIST OF JOBS BY DEPARTMENT**

Attached to this letter you will find a copy of the current list of departments within the business units and jobs within the departments. In the event that the Company reorganizes departments and/or business units, the new structure will be provided to the Association and will also be posted on the bulletin boards located in the areas in which bargaining unit members are located.

Also, for the purposes of clarification, salary grades provided in the List of Jobs by department may be subject to change pursuant to Provision 17.2 - Evaluation of Jobs.

Sincerely,

Sue Bradich
Employee Relations Advisor
Schneider Foods

**LIST OF JOBS BY DEPARTMENT
FOR PURPOSES OF PROVISIONS 14 AND 16
(REDUCTIONS IN THE WORKPLACE AND JOB POSTINGS)**

BUSINESS UNIT: FINANCE & ADMINISTRATION

<u>DEPARTMENT</u>	<u>GRADE</u>	<u>JOB TITLE</u>
Finance	13	Finance Professional V *Progression A
	12	Finance Specialist IV *Progression A
	11	Finance Specialist III *Progression A
	11 (11X)	Credit Administrator
	10	Finance Analyst II *Progression A
	9	Finance Analyst I *Progression A
	9	Retail Sales Expense Analyst
	9	Foodservice Sales Expense Analyst
	9 (9X)	Junior Credit Administrator
	9	Payroll Co-ordinator
	8	Sales Documentation Co-ordinator
	8	Jr. Treasury Analyst
	7	Payroll Administrator
	7 (7X)	Customer Account Administrator
	7	Senior Accounts Payable Clerk
	6	Claims Clerk
6	Travel Coordinator Admin. Assistant	
5	Accounts Payable Clerk	
Health Services	12	Ergonomics Analyst
	12	Process Nurse
	10	Occupational Health Nurse
Information Systems	13	Senior Systems Analyst *Progression B
	12	Sr. Network Administrator
	12	Senior Data Analyst
	12	Senior Programmer/Analyst *Progression B
	12	Technical Services Team Leader
	11	Technical Applications Coordinator
	11	Sr. Project Leader

BUSINESS UNIT: FINANCE & ADMINISTRATION

DEPARTMENT	GRADE	JOB TITLE
Information Systems	11	E.D.I. Project Leader
	11	Systems Administrator II
	11	Intermediate Programmer/Analyst
		*Progression B
	10	Systems Administrator I
	9	Junior Programmer *Progression B
	8	Infrastructure Technician I
	8	Technical Support Analyst
	8	EDI Support Analyst
	8	Telecommunication Analyst
	7	Technical Administrator
Business Solutions	10	Business Application Co-ordinator
	9	Business Process Support
	7	Project Administrator
Administrative Services	11	Administration Services Co-ord
	11	Translation Coordinator
	11	Assistant Translation Co-ordinator
	10	Translator
	9	Facilities Assistant
	9	Translation Proofreader
	5	Switchboard/Receptionist
4	Mail & Office Clerk	

BUSINESS UNIT: SALES AND MARKETING

Sales & Marketing	10	Foodservice Marketing Co-ordinator
	10 (10X)	Retail Sales Co-ordinator
	10	Consumer Relations Co-ordinator
	10 (10X)	Graphic Designer
	8	Business Development Administrative Assistant
	8 (8X)	Promotion Materials Coordinator
	8	Trade Marketing Assistant

BUSINESS UNIT: SALES AND MARKETING

DEPARTMENT GRADE JOB TITLE

Sales & Marketing	7	Marketing Communications Assistant
	7	Secretary Sales & Marketing Administration
	7	Poultry & Finance Administrative Assistant
	6	Sales and Marketing Administrative Secretary
	6	Christmas Sales Order Desk
Research & Development	7	R & D Administrative Assistant

BUSINESS UNIT: SUPPLY CHAIN

Purchasing	11	Sr. Buyer
	10	Buyer
	8	Expediter/Purchasing Clerk
	7	Purchasing Administration -Processed Meats
Distribution	11	Freight Analyst
	10 (10X)	Dispatcher
	10	Traffic/Order Processing Relief
	10	Distribution Office Co-ordinator
	8 (8X)	Export Documentation Clerk
	7	Freight Cost Clerk
	8 slotted	Sr. Order Processing/Dispatch Over, Short & Damaged Co-ordinator
	7	Over, Short & Damaged Clerk
6 (6X)	Senior Order Processing Clerk	
5 slotted	Jr. Freight Cost Clerk	
Inventory/ Replenishment	12 (12X)	Inventory/Replenishment Analyst IV *Progression C
	11 (11X)	Inventory/Replenishment Analyst III *Progression C

BUSINESS UNIT: SUPPLY CHAIN

DEPARTMENT GRADE JOB TITLE

8 (8X)	Inventory/Replenishment Analyst II *Progression C
6	Inventory/Replenishment Analyst I *Progression C

BUSINESS UNIT OPERATIONS

Engineering/ Maintenance	6	Engineering /Maintenance Admin. Assistant
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LETTER OF UNDERSTANDING # 4

March 29, 2003

Mr. Art Lacroix
President
Schneider Office Employees' Association

Dear Mr. Lacroix:

**RE: 2004 PAID HOLIDAYS OF CHRISTMAS DAY,
BOXING DAY AND 2005 PAID NEW YEAR'S DAY**

This letter confirms our understanding during negotiations that the Company will likely observe the Statutory Holidays noted below on the dates indicated. **As** these dates fall outside the effective dates of this contract the Company reserved the right to make any necessary change (s). Any change (s) to these dates **will** be presented to the Association no later than September 1, 2004. If for any reason the dates listed below are altered by the Company, an employee who has booked vacation in conjunction with these dates may elect to change the booked vacation to alternate dates.

Christmas Day	Thursday, December 23rd, 2004
Boxing Day	Friday, December 24th, 2004
New Year's Day	Friday, December 31st, 2004

Sincerely

Sue Bradich
Employee Relations Advisor
Schneider Foods

LETTER OF UNDERSTANDING# 5

March 29, 2003

Mr. Art Lacroix
President
Schneider Office Employees' Association:

Dear Mr. Lacroix:

Re: Provision **14 - Reductions in the Workforce**

Where an employee is displaced from a job due to a reduction in the workforce, and was on a forty (40) hour work week, such employee will be provided with the option to maintain the forty (40) hour work week for the period of red-circling. The intent of this agreement is to allow such employee the option to maintain his gross weekly salary for the red-circling period as defined in Provision 14.3, Salary, Benefits, Pension, Vacation. The employee must make this election no later than 24 hours after assuming the new position.

Yours truly,

Sue Bradich
Employee Relations Advisor
Schneider Foods

LETTER OF UNDERSTANDING# 6

March 29, 2003

Mr. Art Lacroix
President
Schneider Office Employees' Association:

Dear Mr. Lacroix:

RE: SOP DEVELOPMENT EMERGENCY EVACUATION

The Company will include one bargaining unit member on the Security team for **the** purpose of producing a Standard Operating Procedure for developing new emergency evacuation measures.

Sincerely

Sue Bradich
Employee Relations Advisor
Schneider Foods