

SOURCE	Union		
EFF.	94	02	01
TERM.	96	01	31
No. OF EMPLOYEES	60		
NOMBRE D'EMPLOYÉS	84		

COLLECTIVE AGREEMENT

BETWEEN : **DOVER FLOUR MILLS**
a Division of **Dover Industries Limited**,
Cambridge, Ontario

(Hereinafter called the "Employer")

- and -

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175

(Hereinafter called the "Union")

TERM OF AGREEMENT:

February 1, 1994 - January 31, 1996

SEP 22 1995

09693(62)

PREAMBLE :

WHEREAS it is the desire of both parties to this Agreement:

- (a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions in all **matters** pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency in operation;
- (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to **the** working conditions of the employee's be drawn up in an Agreement.

NOW THEREFORE WITNESSETH that the parties hereto agree **as** follows:

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the United Food and Commercial Workers International Union, Local 175, as the bargaining agent of all employees of Dover Flour Mills, a Division of Dover Industries Limited, in Cambridge and Chatham, Ontario, excluding sales **staff**, office supervisor, forepersons and those above the rank of office supervisor and forepersons.
- 1.02 The term "**employee**" as used in this Agreement shall mean only those employees who are included in **the** bargaining unit, as described in Article 1.01 above. For the purposes of interpretation, whenever the feminine gender is used in this Agreement, it shall be deemed to include the masculine, and the singular shall include **the** plural and vice-versa, wherever the context **so** requires.
- 1.03 The Employer shall not enter into any agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively.
- 1.04 The employees of the Employer not covered by this Agreement shall not perform work normally performed by bargaining unit employees, except for:
 - a) instruction **and** training of employees;

- b) in **the** absence of regular employees until a regular **employee** is available;
- c) testing and development of equipment.

The Supervisors will **not** perform bargaining unit work beyond their present 'practice.

- 1.05 The Employer agrees that if the existing operations, in whole or in part, are transferred to a different location, **the present** employees will be offered comparable employment at the new location.

ARTICLE 2 - UNION SECURITY

- 2.01 (a) Employees on **the** payroll of the Employer as of the date of ratification who are members of **the** Union in good standing must thereafter remain members of the Union.
- (b) Employees on the payroll of the Employer as of date of ratification shall become and thereafter remain members of the Union in good standing,
- (c) All employees of the Employer hired on or after date of ratification shall, upon completion of their probation, become and thereafter remain members of the Union in good standing.
- (d) The Employer shall remit to the Union, within fifteen (15) calendar days following completion of the probationary period, the United Food and Commercial Workers International Union Membership Application Form signed by **the** new employee.
- 2.02 (a) (i) The Employer shall, during the term of this Agreement, **as** a condition of employment, deduct from members of the bargaining unit, **the** regular weekly Union Dues and such Dues shall be remitted to the Union prior to the fifteenth (15th) of the month following **the** month in which such deduction is made.
- (ii) **The** Employer shall collect membership initiation fees **as** may be established by the Union and forward application forms and such fees to the Union with the regular monthly dues remittance.

(b) A remittance statement shall be documented by location containing the full name, current address, phone number and **date** of hire of each employee including new hires, and the amount deducted (or the reason a deduction was not made). The Employer shall provide the Union with a copy of the computer tape containing the aforementioned information, if and when such tape is available.

(c) The Employer agrees to record the annual Union dues for each employee on his T4 form.

2.03 The Union shall provide the Employer with thirty (30) **days** written notice of any increase or decrease in the amount of dues to be deducted from the bargaining unit **employees**.

2.04 The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer, from any and all claims, demands, actions or causes of action arising out of, or in any way connected with the collection and remittance of such dues.

2.05 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with conditions of employment **set** out in Article 2.01 and 2.02.

2.06 Union Shop Cards

It will be the duty of the Employer to prominently display Union **shop** cards in all of their establishments where any Union Members are employed. Those cards shall remain the property of the Union and the Employer shall have their usage only until such time **as** the Union shall request their return. The Employer agrees **to** surrender the same immediately upon demand by the Union.

ARTICLE 3 - UNION STEWARDS AND COMMITTEES

3.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

In order that this may be carried out, the **Union** will supply the Employer with the names of its Business Representatives. Similarly, the Employer will supply the Union with **a** list of its supervisory or other personnel with whom the Union may be required to transact business.

- 3.02 The bargaining unit employees have the **right**, at any time, to have the assistance of a Business Representative of the United Food and Commercial **Workers** International Union when dealing with the Employer. Such Business Representative shall have access to the Employer's premises, provided he first reports to **the** Plant Manager or **his** designate.
- 3.03 **Any** employee who **so desires** it, shall have the right to review his **personnel record** in the presence of the Union Steward and a member of Management, upon making a request for same in advance. Such review is to take place at such time and place within the unit as may be designated by Management. If any employee **so** affected objects to **the** material contained in such record, such objection may be made the subject matter of a grievance and be processed in accordance with the provisions of **Article 7** herein. Times **designated** by Management will be reasonable.
- 3.04 (a) The Union shall have the right to appoint or otherwise select Union Stewards from amongst employees within the bargaining unit **who** have completed their **probationary** period. The number of Stewards not to **exceed six (6)**, including the Chief Steward.
- (b) The Union shall notify the Employer **in** writing of the name of each steward and the Chief Steward, and, **where** applicable, each Committee Member, before Management shall be required to recognize **any** person so **selected**.
- (c) The Union acknowledges **that** the Stewards have regular duties to perform on behalf of **the** Employer and may **not** leave their regular duties without notifying their immediate supervisor. Each steward shall, with the **consent** of their supervisor, be permitted to leave their regular duties for a reasonable length of time without loss of **pay**, to function **as** a steward **as** provided in this Collective Agreement. **Such** consent from **the** supervisor shall not be unreasonably withheld.
- 3.05 On commencing employment, **the** employee's immediate supervisor shall introduce the new employee to **the** Union steward who will provide the new employee with **a** copy of the Collective Agreement,

3.06 Business Representative

subject to the following conditions, a Business Representative of the Union will be entitled to visit a unit covered by this Agreement during working hours at reasonable times to inspect working conditions, provided the Business Representative first reports to the Plant Manager or his designate.

- 3.07
- (a) The Employer agrees that whenever a meeting is held with an employee where the subject matter is intended to become part of such employee's record regarding the employee's work or conduct, a steward will be present as a witness. The employee may request that the steward leave the meeting.
 - (b) In the event a steward is not available, this condition will be brought to the attention of the employee. The meeting that becomes part of the employee's record will then be postponed until the steward is available.
 - (c) If the meeting is held without the steward, any conclusions, verbal or written, will be null and void except in the case where the employee requested the steward to leave, or as specified in Sub-section 3.07 (d).
 - (d) Where the Employer feels that the maintenance of good order in the work place requires a meeting with the employee for the purposes of administering discipline in the form of a suspension or discharge, and no steward is available in the Plant, the Employer may administer such discipline, and issue to such employee a note or memorandum confirming the fact of such suspension or discharge, and provide a copy of the notice to the Union Steward within two (2) working days of the administration of the penalty.

A meeting to discuss the Employer's reasons for such discipline will be held when the steward is available. For the sole purpose of filing a grievance, the date of occurrence will be the date of such meeting.

- 3.08 . The Negotiating Committee shall consist of Business Representatives of the Union and not more than three (3) bargaining unit employees appointed or elected by the Union. Employees appointed by the Union to the Negotiating Committee, who are required to be in attendance at negotiating sessions, shall be paid their

hourly rate or **its** equivalent **to a** maximum of their basic work day for all time spent at negotiations, **up to** and including conciliation.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Management of the Employer's operation and the selection and direction of all employees **shall** continue to be vested with **the Employer**, except **where** specifically abridged by the **terms** of this Agreement.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, membership or activity in the Union, political or religious affiliation, race, creed, colour, handicapped, sex, sexual orientation, age or marital status. The Employer also agrees to abide by applicable legislation governing any employee in **the** Province of Ontario and/or **under the Canada Labour Code**.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 The Employer will not cause or direct any lockout of its employees, and the Union will not cause or direct any strikes.

6.02 The definitions of the terms "**strike**" and "**lockout**" shall be in accordance with the Canada Labour **Code**.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 **Any** complaint, disagreement, or difference of opinion between the Employer and the Union, or between **the** Employer and an employee covered by this Agreement which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement and/or applicable legislation **may** be considered as a grievance.

7.02 Grievances **may** be presented within five **(5)** **work** days following the event giving rise to such grievance, or from **the time an employee** reasonably **should have** been aware of the alleged grievance.

7.03 **Step No. 1**

It is the mutual desire of the parties hereto, that complaints of employees shall be adjusted as quickly as possible. If an employee has an unsettled complaint; then,

The employee and the employee's steward may take the matter up verbally with their immediate supervisor. The supervisor shall render his decision in writing within three (3) working days of the receipt of the complaint.

Step No. 2

Failing settlement at Step No. 1, the Chief Steward and/or the employee shall submit the written grievance within seven (7) calendar days to their supervisor or designate. The supervisor or designate shall render the Company's decision in writing to the Chief Steward and the employee within seven (7) calendar days after presentation at this Step.

Step No. 3

Failing settlement at Step 2, a Business Representative of the Union may within ten (10) calendar days, schedule a meeting with the Employer or designate. The Chief Steward and/or the employee may be present at such meeting, Upon completion of this meeting, the Employer or his designate shall render the Company's decision within ten (10) calendar days.

Failing settlement at Step No. 3, the grievance may be submitted to arbitration within twenty-one (21) calendar days after the decision has been received at Step No. 3.

7.04 **Group Grievance**

The Employer will recognize a group grievance as one which affects more than one employee with respect to whom the issues and facts are substantially the same.

7.05 **Policy Grievance**

Any differences arising directly between the Union and the Employer, relating to the interpretation, application or alleged violation of the Agreement and/or applicable legislation may be presented by either party as a Policy Grievance within twenty (20) calendar days after the date when the subject matter of the grievance first arose commencing at Step No. 2. It is understood, however, that the provisions of this paragraph shall not be used

with respect to a grievance directly affecting an employee(s) and that the regular grievance procedure shall not be by-passed unless the employee has refused to file a grievance within the prescribed time limits after being so requested by the Union and the alleged grievance directly affects the interest of other employees.

7.06 Discharge or Discipline Grievances

A claim by an employee that the employee has been disciplined or discharged will be treated as a special grievance commencing at Step No, 3 of the Grievance Procedure, provided the grievance is submitted within five (5) calendar days after the discipline/discharge occurs,

Such special grievances may be settled by confirming the discipline or discharge, or by reinstating the **employee** with full compensation, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

It is agreed that the stewards will be notified immediately of the dismissal of any employee in the bargaining unit.

Where an employee receives a written disciplinary warning and receives no further written discipline for a period of twenty-four (24) clear months from the date of the warning, or the warning is withdrawn by grievance or arbitration procedure, such warning shall be removed from the employee's record and shall not be used in any subsequent disciplinary action or arbitration proceedings.

ARTICLE 8 - ARBITRATION

8.01 When either party requests that a grievance be submitted to arbitration as provided under Article 7, it shall make such a request in writing addressed to the other party to this Agreement and, at the **same** time, nominate a nominee.

Within seven (7) calendar **days** thereafter, the **other** party shall nominate their nominee provided, however, that if such other party fails to nominate their nominee as herein required, and unless the time has been extended by mutual agreement between the two parties, the Federal Minister of Labour shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure.

The two (2) nominees so nominated shall confer immediately and shall attempt to select, by agreement, a Chairperson of the Arbitration Board. If they **are** unable to agree upon such Chairperson within a period of seven (7) calendar days after **the** nomination of the second nominee, they or either of them may request the Federal Minister of Labour to appoint a chairperson.

- 8.02 No person may be appointed a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 8.03 No matter may be submitted to arbitration which has not been carried through all previous steps of the Grievance Procedure.
- 8.04 Each of the parties hereto shall bear the expenses of the representative appointed on its behalf, and the parties hereto shall jointly bear the expense of the chairperson of the Board **of Arbitration.**
- 8.05 Any and all **time** limits referred to under the Grievance and Arbitration Procedures herein may, at any time, be extended by written agreement between the Employer and the Union,
- 8.06 The decision of the majority of the Arbitration Board shall be the decision of the Board, and shall be final and binding on **the** Employer, the **Union** and the employe~~e~~(s) affected, provided, **however**, that in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify, or amend **any** of its provisions, nor to make any decision in conflict with the provisions of this Agreement.
- 8.07 In determining any discharge, the Board of Arbitration shall **have** the authority to:
- (a) affirm the Employer's action and dismiss the grievance, or;
 - (b) **set aside** the penalty imposed by the Employer and restore **the** grievor to the grievor's former position with or without **compensation**, or;
 - (c) vary or alter the penalty **imposed by the Employer**, or make such other determination **as** the Board in its discretion may deem just and reasonable.
- 8.08 At any **stage** of the **Grievance Procedure, including Arbitration, the parties may have the assistance of the** employe~~e~~(s) concerned **as** witness(es) **and** any other

necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrators to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievances. Time spent during the grievance or arbitration process shall be deemed to be time worked **up** to the basic worked **day** or work week.

- 8.09 The parties may agree to appoint **a** Single Arbitrator rather than an Arbitration Board, in which case all references to 'Arbitration Board' shall be read **as** 'Single Arbitrator' throughout this Article.

ARTICLE 9 - HEALTH AND SAFETY

- 9.01 The Union and the Employer shall ~~cooperate~~ in maintaining regulations which will afford adequate protection for the employees.
- (a) The Employer shall maintain sanitary arrangements throughout the unit, provide proper safety devices **and give** proper attention to the elimination of **any** condition of employment which is a hazard to the safety or health of the employees.
- (b) Where the nature of the task assigned to an employee requires the use of special equipment or protective clothing, such equipment or clothing shall be provided by the Company, within a reasonable period after notification by the Unit Safety Committee.
- 9.02 **A** Safety and Health Committee shall be established, comprised of at least two (2) representatives appointed by the Union and the equivalent number of representatives appointed by the Employer,
- 9.03 The Safety and Health Committee shall hold at least one (1) meeting per month, and all unsafe or hazardous or dangerous conditions shall be taken **up** and dealt with at such meetings. The Minutes of all Safety and Health Committee **meetings** shall be kept ~~and~~ posted, and copies of such Minutes shall be sent to the Union **and** the Employer, and one (1) copy to be posted.
- 9.04 The Safety and Health Committee shall be notified in writing of **each** lost time accident or injury, The Safety and Health Committee shall investigate and report in writing, to the Union and the Employer as soon **as** possible on the nature and cause of the lost time accident or injury.

- 9.05 An employee who is injured during **working** hours and is required to leave for treatment of such injury, shall receive payment for the remainder of the shift at their hourly rate of **pay**, unless the doctor states that the employee is fit for further work on that shift.
- 9.06 Reinstatement under Bill 162 - Workers' Compensation Act
 The Company **agrees** to notify the Union through the Stewards, about any and all cases in which workers are being accommodated under Bill 162 of the Workers' Compensation Act.
- 9.07 Bill 208
 The **parties** agree to **abide** by Bill 208 of the Health and Safety Act.
- 9.08 The Employer shall provide transportation to and from the place of treatment or hospital, on the day of injury.
- 9.09 The Employer reserves the right to formulate and publish from time to time, reasonable rules and regulations regarding the use and operation of machine equipment, special equipment or clothing, and facilities, and the terms and conditions upon which special or regular work assignments, equipment or clothing is to be used and issued to the employees.

ARTICLE 11 - LEAVE OF ABSENCE

- 10.01 During leave of absence or layoff, the Employer shall continue to **make** payments on behalf of the employee to all Health and Welfare plans, for the first thirty (30) **days**. Seniority shall continue to accrue during any leave of absence or layoff, **The** employee shall be responsible for the rest of their absence and shall place the Company in funds for such purpose not later than the end of the month prior to the month for which the payment is to be **made**. The Company shall not be responsible for the lapsing or discontinuance of any insurance **with respect to any** employee who **fails** to place the Company in funds to make such payment on behalf of the employee.
- 10.02 Personal Leave
 A **leave** of absence shall mean an absence from **work** requested by an employee in writing and consented to by the Company in writing. All requests for personal leave of absence shall be made to the Human Resources **Manager** or designate in writing by the employee concerned and the

letter shall indicate in full the reason for requesting the leave of absence. **Any** leave granted shall be in writing, within fourteen (14) days of the request, covering a specified period of time. The granting or withholding of a leave of absence shall be in **the** discretion of **the** Company and, such approval shall not be unreasonably withheld, such leave shall be without pay, and the employee shall not work in any other position during such leave of absence unless agreed to by the Company in writing.

10.03 Education/Union Convention Leave

- (a) The Employer may grant leave of absence without pay to Union Stewards to attend Union conventions or educational sessions. **This** may be restricted to two (2) people at one (1) time. Such leave must be applied for at least two **(2)** weeks in advance.
- (b) **An** employee elected or appointed to **a** paid full-time position within the Union, shall be granted up to one (1) year leave of absence without pay.
- (c) The Employer will pay the lost wages of employees who are on leave of absence at the written request of the Union and the Union will reimburse the Employer the full amount of lost wages **paid** to the employees.

10.04 Jury Duty/Witness Leave

- (a) When an employee is called upon to serve on a jury, or as a Crown Witness, the **Company** shall **pay** the difference between the **fee** from the Crown and the employee's basic wage rate exclusive of premiums provided:
 - i) the employee furnishes proof of service by **a** statement of earnings supplied by the Court;
 - ii) the employee provides the Company with at least forty-eight **(48)** hours' notice of when the employee is to report or immediately upon notification;
 - iii) the employee returns to work if called and not kept. However, the employee shall not be required to report to **work** if less than **two**

(2) hours of the employee's normal shift remains to be worked;

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

(b) When a night-shift employee or an off-shift employee is required to serve on a jury or appear **as a** Crown Witness **and** provides the Company with notice in accordance with the provisions of a) **above**, the employee will be considered **as** working a dayshift and other employees will be substituted to fill in for the employee on the employee's regularly-scheduled shift.

10.05 Bereavement Leave

(a) An employee who has completed their probationary period, shall be granted five **(5)** regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a spouse, child, **parent**.

(b) Three (3) days **leave as** above will be granted for brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law.

(c) One (1) day leave **as** above will be granted for any relative who, has **been** residing in the same household.

(d) One (1) additional day's leave will be granted to attend funerals outside a radius **of** four hundred kilometres **(400 km)** from Cambridge **with** proof of attendance from the Church or funeral home.

10.06 Maternity/Parental/Adoption Leave

(a) Maternity/Parental/Adoption Leave shall be granted **as** per the Canada Labour Code. Without limiting the scope of the foregoing, maternity leave shall cover the period before and/or after the birth of a child. Child care (parental/adoption) **leave** shall cover **a** period of twenty-four **(24)** weeks.

(b) The Employer shall not deny an employee the **right** to continue employment during the period of leave provided the concerned employee can carry out **the** duties **as** the **job** normally requires.

- (c) Where a longer **period** of leave is requested, an **additional period** may be granted to the point where the total **period** of **Maternity/Parental/Adoption** Leave is not greater than fifty-two (**52**) weeks.
- (d) When an employee decides to return to work after such **Maternity/Parental/Adoption** leave, she shall provide the Employer with at **least** two (**2**) weeks notice. On return from **Maternity/Parental/Adoption** leave, the employee shall be placed on the same job **as** at the same time **the Maternity/Parental/Adoption leave** commenced. While on **Maternity/Parental/Adoption** leave, an employee shall maintain full seniority status and continue to accumulate all seniority under this Collective Agreement.

10.07 Election Leave

Employees shall be allowed four (**4**) consecutive hours off before the closing of polls in any federal, provincial election.

10.08 Education Leave

Any employee required to take an educational course shall have:

- (a) The fee for the Course paid by the Employer if completed with at least **90%** attendance, **unless** absent **due** to legitimate reasons.
- (b) If attendance is during the working hours, the time spent at the Course shall be paid for at the rates and conditions provided under this Agreement as though such employee were at **work**;
- (c) **If** the Course **requires** travel, the Employer will provide appropriate money or transportation fees to the employee.

10.09 Disability Leave:

An employee who because of illness or injury, whether work-related or not, requiring an **absence** from work of more than three (**3**) working days shall furnish evidence of such illness or injury. The employee shall **furnish** supplementary medical evidence of disability, from time to time, as reasonably required **by** the Company. **Wilful** failure or refusal to furnish evidence of disability or

to attend for a medical examination may result in disciplinary action being taken by the Company. The Union will be notified two (2) days in advance of such action being taken. **Before** any employee on disability **leave** may return to work, they **must** satisfy the Company that they have recovered from the disability and they are able to perform their own job or same form of modified work.

ARTICLE 11 - SENIORITY

- 11.01 The parties agree with reference to Probationary employees, that;
- (a) All employees, until they have been employed by the Employer for ninety (90) calendar days, shall be probationary employees.
 - (b) During the Probationary period, the probationary employee shall have no seniority standing, and will not be entitled to file a grievance concerning dismissal. Employees who have completed said probationary period and have been retained by the Employer at the expiration thereof, shall be credited with seniority back to the date of last hire.
 - (c) Under no circumstances will an employee be required to serve a second probationary period.
- 11.02 (a) Seniority shall be defined as length of continuous employment with the Employer in **the** bargaining unit.
- (b) Service shall be defined **as** length of continuous employment with the Employer, **including** part-time **service**.
 - (c) Service shall be used for the purpose of determining vacations and wage rates.
- 11.03 Within forty-five (45) calendar days of ratification and in January and July of each year thereafter, the seniority list, including the employees' seniority, **service** date and employment **status** shall be posted in the various departments and a copy mailed to the Union.
- 11.04 An employee shall, subject to any bridging provisions, ~~lose~~ their seniority in the following circumstances:

- (a) if the employee is discharged for just **cause** and is not reinstated;
- (b) if the employee resigns voluntarily;
- (c) if the employee is laid off for a period in excess of twenty-four **(24)** consecutive months;
- (d) if, following layoff, the employee fails to return to work within seven **(7)** calendar **days** after receiving notice to do so unless 'on reasonable grounds, the employee is unable to do so. The employee shall keep the Employer informed of the employee's current address. The employee shall be deemed to have received notice to return to work if the Employer sends the employee such notice by registered mail to the employee's **last** known address.

ARTICLE 12 - VACANCIES, JOB POSTING, PROMOTIONS AND TRANSFERS

12.01 Where a job vacancy occurs or a new job is created the Employer shall post a notice of such vacancy on all bulletin boards within seven **(7)** calendar **days**. Such posting shall **be** for a minimum period of **seven (7)** calendar days, and a copy of the notice shall be **sent** to the Union. The notice **shall** set out a description of the job, the qualifications required of applicants for the job, the hours of **work** (shift) and the wage rate for the job. **Any** employee who is absent at the time a posting occurs, and who has made a request in writing prior to such absence, shall be considered for **job** postings occurring during the period of such absence. It is understood and **agreed** that there shall be no "standing" notice **and** that a fresh notice must be given in advance of each **leave** granted.

12.02 In filling job vacancies, including promotions, **the** job shall be awarded within fourteen **(14)** calendar **days** of the posting. The Employer shall be governed by the following **factors, as** between **two** or more applicants:

- (i) The seniority of the employee involved; and,
- (ii) The qualifications and ability to do the job in a competent manner; and,

where the factors in (ii) have been met by two **(2)** or more employees, the factor in (i) shall govern the Employer.

If none of the applicants for the vacancy are qualified, then the Company may fill the job from any other source following discussion with the Union.

- 12.03 Ability to do the job means ability to perform the requirements of the job following a four **(4) week** training and trial period for a technical position and a one (1) week period for a non-technical period. The Employer may not curtail the training or trial period without just cause before it has run its normal course. In the event the employee is not able or does not wish to complete the training or trial period, or cannot satisfactorily perform the job following the training or trial period, the employee shall be returned to the employee's former position, wage or salary rate, without loss of seniority; and any other employee who has been promoted or transferred because of the re-arrangement of positions shall also be returned to the employee's former position, wage or salary rate, without **loss** of seniority,
- 12.04 No employee shall be transferred to a **position** outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the **bargaining** unit, the employee shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with the seniority accumulated up to the date of transfer outside the unit.
- 12.05 No employee shall be transferred in **excess** of ten (10) working days to another position within the bargaining unit without the employee's consent, **After the initial ten (10) day transfer, the transfer will be offered to qualified employees on a seniority basis.** If a consenting employee is transferred to another position, such employee shall **have** the right to return to the employee's former position within sixty **(60)** calendar days and any other employee affected by the transfer shall be returned to the employee's former position, without loss of wages **and** seniority,
- 12.06 New employees shall not be hired where there **are** employees on layoff who have the ability to do the job.
- 12.07 Only the original job and the job from which the transfer was made to the original job will be posted. Any further vacancies will be filled from any source available but, will not be posted. The Company agrees to recognize the principle of seniority.

12.08 A successful applicant for a posted job shall not be permitted to apply again for six (6) months unless mutually **agreed** to by the Company and the Union.

12.09 Temporary Transfers

An employee who is temporarily transferred to a different job classification within the bargaining unit shall be paid while **so** employed **as** follows:

- a) If the transfer is for the convenience of the Company and if the pay rate in the classification to which the employee is transferred is less **than** the rate in the employee's regular classification, the employee shall receive the employee's regular rate of pay.
- b) If the transfer is for the convenience of the employee or in lieu of layoff, and if the **pay** rate in the classification to which the employee is transferred is less than the employee's rate, the employee shall receive the lesser rate of **pay**.
- c) If the transfer is to a higher classification, **the** employee will receive the higher rate.
- d) An employee who bids or is permanently transferred for the employee's own convenience to a lower job classification will receive the lesser rate of pay.

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit, the employee shall retain their **seniority** accumulated up to that date of leaving **the** unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with the employee's seniority accumulated up to the date of transfer outside the unit.

ARTICLE 13 - LAYOFF AND RECALL

13.01 In the event of layoff, the following procedure will be followed:

- Probationary employees will be laid off **first**; then,

- **Employees** in the reverse order of their bargaining unit-wide seniority,

It is understood that the remaining employees as outlined above must have the ability to perform the normal requirements of the remaining jobs.

- 13.02 The Employer shall notify employees who are to be laid off seven (7) calendar days prior to the effective date of layoff, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice or pay in lieu thereof shall be given. If not possible to give seven (7) days notice, as much advance notice will be given **as** is possible. **The above will not apply to the junior four (4) employees hired after the date of ratification (October 10, 1994).**
- 13.03 Employees shall have bumping rights in accordance with their seniority. e.g., Senior employees whose job is not functioning would have the right to displace junior employees in **the** same job, similar or lateral jobs or lower-rated jobs that they **are** capable of performing within a reasonable period of time.
- 13.04 Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the ability to perform such jobs following a reasonable trial or training period. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of a current address.
- 13.05 **No** new employee shall be hired until those laid off **have been** given the opportunity of recall. Laid off employees who wish to be notified of job vacancies other than those to which they have recall rights may signify their desire in writing prior to layoff and shall be entitled to **apply** for such jobs.

ARTICLE 14 - WAGES AND CLASSIFICATIONS

- 14.01 Job classifications are set out in Schedule "A" of this Agreement, They shall not be changed or deleted, nor shall the jobs themselves be altered or amended without discussion with the Union.
- 14.02 Where a new job is established or where existing job duties are changed or the volume of **work** increased or **decreased** or where an employee is incorrectly classified,

the appropriate classifications, job descriptions, rates of pay and other related matters **shall** be discussed between the Employer and the Union. Failing agreement, the dispute may be the subject of a grievance.

- 14.03 The Employer shall pay salaries and wages as set out in Schedule "A" attached hereto and forming part of this Agreement. Each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions. Wages shall be paid weekly. The Employer may not make deductions from wages unless authorized by statute, court order, arbitration award, or by mutual agreement with authorization by the Employer.
- 14.04 Supplementary agreements, if any, must be in writing and agreed to by both parties, and shall form part of this Agreement **and** shall be subject to the Grievance and Arbitration Procedures,

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 The normal hours of work for full-time employees shall consist of five **(5)** days, Monday through Friday, eight **(8) hours** of work per **day**, and forty **(40)** hours per week; it being understood that nothing herein shall constitute a guarantee of the hours of work per day or **per** week, or a guarantee of work. For Office employees, the preceding eight **(8)** will read seven **(7)** and the preceding **forty** (40) will read thirty-five **(35)**
- 15.02 In the scheduling of the normal hours of work, the Employer agrees that hours will be scheduled as follows:
- (a) first, to employees by seniority to a maximum of eight **(8)** hours **per** day and forty **(40)** hours **per** week, provided they have the qualifications **and** ability to perform the work required; **then,**
 - (b) hours of work that become available due to employees not reporting for **work as** scheduled or additional **hours** of work required by **the Employer** shall, if required, be scheduled in accordance with (a) **above,** except for Truck **Drivers** and their helpers which will be subject to availability.
- 15.03 A work schedule shall be posted in the department on each Thursday by noon, or as soon **as** possible, showing the scheduled working hours for each employee covered by **the** Agreement for the succeeding week and no change in such schedule shall be made without advance notice or in the

event of sickness, accident, bereavement, fire, flood, or other similar circumstances beyond the control of the Employer. Truck Drivers will be given **as** much advance notice as is reasonably possible. The Union steward shall be given copies of all work schedules,

15.04 Rest Periods

- (a) Plant employees will receive fifteen (15) minutes **paid rest period** every two (2) hours of work. The third (3rd) paid rest period in an eight (8) hour shift will be in lieu of a lunch break.
- (b) For Lab and Office employees, the meal period will be one-half (1/2) hour unpaid or one (1) hour unpaid, as mutually agreed upon. The meal period shall be taken not less than four (4) hours nor more than five (5) hours after the starting time of the shift.
- (c) For Lab and Office, employees will be granted a fifteen (15) minute rest period without loss of **gay** during each half of each shift as near to the **mid-point** of the half shift **as** is practicable.
- (d) An additional fifteen (15) minutes paid rest period will be granted at the end of eight (8) or **seven** (7) hours or work, if the additional work is expected to last for two (2) hours or more.

- 15.05
- (a) Reporting Pay: Employees reporting to work at their normal starting time without **previous** notification not to **do so** shall be given a minimum of four (4) hours' work or four (4) hours' pay at the prevailing hourly rate.
 - (b) Call-in Pay: Employees called in to work will be paid one **and** one-half (1 1/2) times their normal rate of pay for all hours worked with a guarantee of two (2) hours.

- 15.06
- (a) Shift Premium: Employees scheduled to **work the 2:00 p.m. to 10:00 p.m.** shift shall be paid a shift premium of fifty cents (50¢) per hour.
 - (b) Employees scheduled to work 10:00 p.m. to 6:00 a.m. shift shall be paid a shift premium of **fifty** cents (50¢) per hour.
 - (c) **Where more than forty percent (40%) of an employee's scheduled shift commences and falls within the hours of (a) and (b) above, the employee**

will receive the shift premium for the employee's scheduled shift.

- 15.07 Employees shall not be required to work a split shift.
- 15.08 Shift selection will be awarded by seniority (excluding Millers). Employees may bid for vacant positions on shifts when a position becomes vacant.
- 15.09 Overtime
- (a) Time and one-half (1 1/2) the employee's regular hourly rate of pay shall be **paid** for all time paid in excess of eight (**8**) hours per day or forty (**40**) hours per week. The opportunity to work overtime shall be offered to employees by seniority. For Office and Lab employees, the preceding eight (8) will read seven (7) and the preceding forty (**40**) will read thirty-five (**35**).
- Commission Drivers on commission runs are excluded from this provision.
- (b) There shall be no duplication of overtime premiums.
- (c) Overtime, Saturday and Sunday work shall be on a voluntary basis, and no employee will be scheduled Sunday, Saturday or overtime without the employee's consent. Due to the nature of the business, employees will be encouraged to cooperate to work overtime, when possible.
- (d) All work performed on Saturday shall be paid at one and one-half (1 1/2) times the employee's regular hourly **rate of pay**.
- (e) All work performed on **Sunday** or on **a** Paid Holiday shall be paid at **double** time (**2**) times the employee's regular hourly rate of **pay**.
- 15.10 (a) Overtime before or after a shift will be offered on a seniority basis within each Department.
- (b) Weekend overtime will be offered on **a** seniority basis within each Department.
- 15.11 Shift Work: Shift times will be **as** follows:
- | | | |
|-----------------|---|-------------------|
| Night Shift | - | 10 p.m. to 6 a.m. |
| Morning Shift | - | 6 a.m. to 2 p.m. |
| Afternoon Shift | - | 2 p.m. to 10 p.m. |

- 15.12 For pay calculation **purposes** the normal Monday to Friday **work week** will start at 10 p.m. on Sunday through 10 p.m. on Friday, Saturday will be from 10 p.m. on Friday to 10 p.m. on Saturday and Sunday will be from 10 p.m. on Saturday to 10 p.m. on Sunday.

ARTICLE 16 - VACATIONS

- 16.01 Vacations with pay will be granted by the **Employer** in accordance with the following:
- (a) More than six (6) months and less than one (1) year's service **as** of the date of hire - one (1) day off with pay for each month of employment to a maximum of ten (10) **days** with pay of four percent (4%) of T4 earnings.
 - (b) **One** (1) year but less than five (5) **years'** service **as** of day of **hire** - two (2) weeks off with **pay** of four percent (4%) of T4 earnings.
 - (c) Five (5) years but less than **twelve** (12) years service **as** of the date of hire - three (3) weeks off with pay of six percent (6%) of T4 earnings.
 - (d) Twelve (12) years **but** less than nineteen (19) years service **as** of the date of hire - four (4) weeks off with pay of eight percent (8%) of T4 earnings.
 - (e) Nineteen (19) or more years of service **as** of the date of hire - five (5) weeks off with pay of ten percent (10%) of T4 earnings.
- 16.02 Vacation pay for each week of vacation shall be at the applicable percent of gross annual earnings **as** recorded on the employee's T4 including **Workers** Compensation if the employee is on compensation for **less** than thirteen (13) **weeks**. "Earnings" include, but are not limited to, wages, premiums, the previous year's holiday **pay** and vacation **pay**, Workers Compensation, sick **leave** and income disability benefits.
- 16.03 **An employee** shall not be permitted to accumulate **vacation** from one calendar **year** to another.
- 16.04 The summer vacation period is June 15th to September 15th. During the month of January, the Company will **post** in each Department a "Request for Vacation" form. Employees shall designate thereon their preferred vacation period or periods. Employees who are entitled to more than two (2) weeks' vacation in any year shall

not take more than two (2) weeks' vacation during the summer vacation period, unless mutually agreed. The vacation schedule shall be completed by the Company and posted up in the Department not later than the end of the first week of April and shall not be **changed unless** mutually agreed by the employee and the Employer. In each case of conflict between two (2) or more employees in vacation period choices, the senior employee will have preference provided the Company is able to maintain a qualified work force in the Department sufficient to do the necessary work. Vacation periods shall be granted by seniority according to Department and shift.

- 16.05 Employees shall receive their vacation **pay**, in total or prorated at ~~the employees'~~ **their** choice, on **their** last regular **day** prior to their first week of vacation.
- 16.06 **An** employee may be entitled to receive vacation in **an** unbroken period, if mutually agreed ~~upon~~ by the employee concerned and the Employer.
- 16.07 (a) An employee who terminates employment for whatever reason shall be paid his vacation allowance **as** provided herein.
- (b) **On the death** of an employee, **the** vacation allowance will be paid to the employee's estate forthwith.
- 16.08 If a paid holiday falls within an employee's vacation period, the employee shall, at **the** employee's option, be granted ~~another~~ **day** of vacation with pay **in lieu** thereof **or be paid for the holiday**. If an **additional day of** holiday with pay is granted to an employee in lieu of holiday pay, such day shall be taken on a date which is mutually agreeable **to** the **employee and** the Company.

ARTICLE 17 - PAID HOLIDAYS

- 17.01 (a) The following days shall be recognized **as paid** holidays:
- | | |
|------------------|----------------------|
| New Year's Day | Canada Day |
| Good Friday | Labour Day |
| Victoria Day | December 24th |
| Civic Holiday | Christmas Day |
| Thanksgiving Day | Boxing Day |
| | December 31st |
- (b) One (1) floating holiday to be taken at a time **agreed** upon between the Employer **and** the employee. The floating holiday is in lieu of Remembrance Day.

- (c) Any holiday proclaimed by the federal government.
- 17.02 Employees who **are** required to work on any of the abovenamed holidays will receive two times (2X) times their **regular** rates of pay for all hours worked in addition to pay for the holiday.
- 17.03 (a) If any of the abovementioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off with **pay** to be added on to the employee's vacation period.
- (b) If any of the abovementioned paid holidays occurs during an employee's regular day off, then the paid holiday will be declared **as** the employee's first **regular** shift immediately following the paid holiday or as agreed to between the Union Committee and the Company.
- 17.04 For each **Paid** Holiday, employees shall be paid their regular day's pay.
- 17.05 In a week in which two (2) Statutory Holidays occur, the normal basic work week for employees shall be reduced by eight (**8**) hours for each holiday, or the number of working hours occurring and ordinarily observed in the days upon which the holidays occur.

ARTICLE 18 - HEALTH AND WELFARE

18.01 Sick Leave

All employees will be **credited** with three (**3**) days sick leave **per** calendar year. **Unused sick days** will be **paid** out by the end of December in each year,

18.02 Ontario Employer Health Tax

The Employer shall **pay** one hundred percent (100%) of the **cost** of the Ontario Employer Health **Tax**.

18.03 Group Insurance

The Employer **agrees** to prepare a Group Insurance Agreement to be signed by the parties. The **Group** Insurance Agreement will cover the **period** February 1, **1993 to January 31, 1994** and will include negotiated amendments agreed to during the 1992/1993 contract negotiations.

The Employer agrees to pay one hundred percent (100%) of the Group Insurance and to share the cost of the Dental Plan.

The O.D.A. Fee Schedule shall be one (1) year behind the current calendar year.

Family Coverage :

Employees shall pay a maximum of four dollars (\$4.00) per week for family dental coverage.

Single Coverage :

Employees shall pay a maximum of one dollar and twenty-six cents (\$1.26) per week for single dental coverage.

18.04 **Pension Plan**

The Employer agrees to provide a Pension Plan for employees. The terms and conditions of the Pension Plan are outlined in the Pension Plan for Unionized Employees of Dover Industries Limited, which forms part of this Collective Agreement. This Pension Plan document as amended from time to time, and as filed with the Pension Commission of Ontario, constitutes the terms and conditions of the Pension Plan in its entirety.

ARTICLE 19 - GENERAL

- 19.01 The Employer will provide bulletin boards for the sole purpose of posting Union notices to its members. The bulletin boards shall be located to insure it is visible to all bargaining unit employees.
- 19.02 Adequate rest rooms shall be provided and kept heated and ventilated and in a sanitary condition. The employee shall cooperate with the Employer in keeping the rest rooms in a clean and sanitary condition.
- 19.03 The Employer shall reimburse the Union fifty percent (50%) of the cost of printing this Collective Agreement for all bargaining unit employees,
- 19.04 (a) If an employee is required by the Employer to take a medical and/or x-rays, the medical and/or x-rays shall be taken on Company time and at the expense of the Employer.
- (b) As it applies to being an employee of the Company, all necessary medical examinations and/or x-rays required by a local Board of Health or governmental

body shall be paid for by the Employer, where applicable, and conducted on Company time.

19.05 (a) The Company will reimburse up to seventy-five dollars (\$75.00) per calendar year, with proper receipts, to all employees who are required to wear safety shoes.

(b) Employees required to wear uniforms will be supplied with four (4) pairs of work pants and four (4) work shirts on completion of their probationary period. By April 1st of each year, the above employees will receive an additional two (2) pairs of work pants and two (2) work shirts. Appropriate outerwear will be provided as applicable.

19.06 Where an employee is required to bring the employee's own manual tools, the Company agrees to replace any such tool that is broken or worn out on the job, The Company will maintain insurance in case of loss of tools due to fire or theft while on Company property.

ARTICLE 20 - DURATION

20.01 This Agreement shall remain in force and effect from February 1, 1994, until January 31, 1996, and until all provisions of the Canada Labour Relations Act have been expended.

20.02 Either party may give the other party notice of renewal and/or amendment of this Agreement at any time within ninety (90) days prior to the expiry of this Agreement. The parties shall meet within fifteen (15) days of such notice being received.

DATED THIS 18th DAY OF November, 1994

FOR THE UNION

[Signature]
Richard Woodruff

[Signature]
Jim McGrath

[Signature]
Larry Luckhardt

[Signature]
Henry deMars

FOR THE EMPLOYER

[Signature]
Bill Campbell

[Signature]
John O'Brien

[Signature]
Theresa Buitenhuis



SCHEDULE "A"

Wages and Classifications

<u>Classifications:-</u>	Effective	
	<u>Feb 1/94</u>	<u>Feb 1/95</u>
<i>First Miller (qualified)</i>	\$16.00	\$17.22/hr
<i>Second Miller (qualified)</i>	15.36	15.74
<i>Trainee Miller</i>	14.05	14.40
<i>Silo Operator</i>	14.41	14.77
<i>Mixer Operator</i>	14.36	14.72
<i>Lift Truck Driver</i>	14.25	14.61
<i>Truck Helper</i>	14.05	14.40
<i>Material Handler</i>	14.05	14.40
<i>Packer</i>	14.05	14.40
<i>Cleaner</i>	12.04	12.34
<i>Maintenance A</i>	16.80	17.22
<i>B</i>	15.36	15.74
<i>C</i>	14.05	14.40
<i>Laboratory Technician</i>	12.34	12.65
<i>Truck Driver (tractor)</i>	14.82	15.19
<i>Truck Driver (tandem)</i>	14.82	15.19
<i>Truck Driver W/H Man</i>	14.82	15.19
<i>Accounts Payable/Payroll</i>	28,858.00	29,579.00/yr
<i>Accounts Payable</i>	28,062.00	28,764.00
<i>Traffic Co-Ordinator</i>	28,062.00	28,764.00
<i>Sales Order/Invoice</i>	23,391.00	23,976.00
<i>Receptionist/Clerk</i>	19,678.00	20,170.00

All pay rates will be reduced by ten percent (10%) during employee's probationary period,

Truck Drivers' Commission will maintain their present commission structure.

LETTER OF UNDERSTANDING

BETWEEN: DOVER FLOUR MILLS
a Division of Dover Industries Limited,
Cambridge, Ontario

- and -

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175

Re: Present Lab Employees

Present Lab employees, as of date of ratification, will be allowed to continue their present work schedule of seven (7) hours per day and thirty-five (35) hours per week, if they so choose.

New Lab employees (new hires or employees transferring into the Lab) will be on a normal work schedule as described in Article 16.01 and receive overtime as described in Article 16.09.

DATED THIS 18th DAY OF November, 1994

FOR THE UNION

Richard Woodzuff
Richard Woodzuff

Jim McGrath
Jim McGrath

Larry Luckhardt
Larry Luckhardt

Henry deMars
Henry deMars

FOR THE EMPLOYER

Bill Campbell
Bill Campbell

John O'Brien
John O'Brien

Theresa Tuitenhuis
Theresa Tuitenhuis

LETTER OF UNDERSTANDING

BETWEEN: DOVER FLOUR MILLS
a Division of Dover Industries Limited,
Cambridge, Ontario

- and -

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175

RE: Commission Drivers

Commission Drivers will be entitled to request and receive on a weekly basis, an advance of their monthly earnings, as long as the advance does not exceed their expected monthly earnings. The balance of commission earnings for the month will be paid to them shortly after the end of each month.

DATED THIS 18th DAY OF November, 1994

FOR THE UNION

Richard Woodruff
Richard Woodruff

Mc rath

Larry Luckhardt
Larry Luckhardt

Henry deMars
Henry deMars

FOR THE EMPLOYER

Bill Campbell
Bill Campbell

John O'Brien
John O'Brien

Theresa Tuitennuis
Theresa Tuitennuis

LETTER OF UNDERSTANDING

BETWEEN : DOVER FLOUR MILLS
a Division of Dover Industries Limited,
Cambridge, Ontario

- and -

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175

RE: CDI's (Outside Agency Personnel

The parties agree that agency personnel may be used to replace absent employees within the bargaining unit on a one (1) for one (1) basis and to be used on entry level positions only, unless no one else qualifies or wishes to transfer. Absent employees will be defined as employees absent due to illness, WCB, vacation, leaves of absence, and negotiations.

DATED THIS 18th DAY OF November, 1994

FOR THE UNION

Richard Woodrust
Richard Woodrust

Jim McGrath
Jim McGrath

Larry Duckhardt
Larry Duckhardt

Henry deMars
Henry deMars

FOR THE EMPLOYER

Bill Campbell
Bill Campbell

John O'Brien
John O'Brien

Theresa Buitenhuis
Theresa Buitenhuis