

Collective Agreement

between

Dover Flour mills  
A Division of Dover Industries Limited

and

United Foods and Commercial Workers  
International Union local 175

Begins:  
02/01/2002

Terminates:  
01/31/2005

09693 (05)

Name .....

Address .....

Phone .....

Soc. Ins. No. ....

Work Address .....

Work Phone .....

Union Steward .....

Phone .....

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**U.F.C.W. locals 175 and 633**  
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**09693 (05)**  
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## LETTER FROM THE PRESIDENT U.F.C.W. CANADA LOCAL 175

Dear Fellow Members:

I wish to welcome new members to Locals 175 and 633 of the United Food and Commercial Workers Union, and to thank long standing members for their continued support and assistance over the years.

I hope you will all read **this** contract and become aware of your rights and privileges as union members. **It is** an important document. It identifies and guarantees your income, benefits and **job** security while you work for your current employer. Like an insurance policy, a warranty for a new car, or the deed to your home, if you are not aware of the agreement you entered into, you may not benefit from **it**.

As a union member with a contract, you have the freedom to plan for the future. You will know what your income **will** be in advance. Your rights and benefits are written **down** and cannot be revoked, and your job security is a primary element. Non-union workers **do** not have this protection. Their wages and benefits may be cut at any time, as may their jobs.

Become familiar with your contract. If unsure about **an** item or if you think your concern is not covered, speak to your Union Steward. **He** or she is a co-worker trained by the Union to help you with concerns and grievances in the workplace. If the problem cannot be settled by the Steward, a full-time Union Representative can be contacted at any time to assist you.

In addition to Stewards in the workplace and Union Representatives who support them, we also have a team of professionals who provide support.

We should all be proud of our Union's achievements. We have proven many times that employers can treat their workers fairly and still run their business efficiently.

In the United Food and Commercial Workers' Union, we are committed to job security in an ever changing social environment. Only your Union can be relied upon to protect your rights,

Your Union offers you representation before the Workers Safety Insurance Board. If you are injured on the job, **our** trained staff will support you and help you in any way they can.

Non-Union workers are at the mercy of their employer. This is one reason our Local Union continues to grow.

Our organizing team works around the clock to help bring other workers into our union. If you know of someone **who** works in a non-union environment, do them a favour and give our organizers a **call**.

We also believe in the education **of** our members and their children. Lack of economic resources should not be a hindrance to further education. In this regard, the **UFCW offers** a number of scholarships at the local, national and international level. They are for your benefit as Union members.

In addition, your Union works to keep you up-to-date about legislation concerning your working rights.

**Your** Local Union represents **some 50,000** members across Ontario, **As** we continue to grow, we have moved to keep **up** with the growth in areas of servicing and all-round members' **support**. Included in this booklet is a list of Union representatives and other representatives there to support you, the member.

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Only **by all of us** working together can we keep what **we** have gained over years of hard negotiations and obtain what is rightfully ours in the future. Our labour may **be** the only commodity we have to sell. Let us not sell it cheaply.

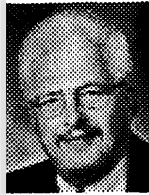
Please feel free to contact me at any time with questions or concerns about the Union. This is your Union. **You** put the **'U'** in our Union.

In Solidarity,  
Wayne Hanley, President,  
**U.F.C.W. CANADA Local 175.**

## OFFICERS



**Wayne Hanley**  
President



**Jim Andress**  
Secretary-Treasurer



**Betty Pardy**  
Recorder



**Jim Hastings**  
Executive Assistant



**John Fuller**  
Executive Assistant

As the elected officers of Local 175, it is our job to ensure the smooth running and day-to-day operations of your Local Union. We represent some 50,000 members across Ontario, of whom some 25,000 are retail workers. Others work in a wide variety of units, including nursing homes, funeral homes, hotels, processing plants, and manufacturing plants. This requires versatility, knowledge and tireless effort. To accomplish this job, we are supported by your Union Steward, Union Representatives, Benefits Representatives, staff lawyers and communications representative. If we are not available or cannot answer a given question, we have the resources to find out. Remember, we are here to serve you.

## **UNITED FOOD & COMMERCIAL WORKERS**

The United Food and Commercial Workers is one of the largest and most respected unions. You are one of more than **225,000** members in Canada and **1,500,000** members in North America.

The UFCW is the result **of** a merger between two of the **old-**est and most respected unions in North America; the Amalgamated Meat Cutters and Butcher Workmen of **North** America and the Retail Clerks International Union. This merger took place on June **6**, 1979. The new union represents workers in nearly all aspects of Canadian life and is mirrored in the makeup of Locals **175** and **633**.

### **U.F.C.W. CANADA LOCALS 175 AND 633**

Your local unions, with over **50,000** members, is the largest **UFCW** local union, and the largest focal union **of** any **union in** Canada.

This **Local** has the expertise, financial stability and resources to provide you, the member, with the best negotiating team, **the** best legal assistance, and the best all around service of any union in the country.

## U.F.C.W. LOCALS 175 and 633 EXECUTIVE BOARD

### LOCAL 175 EXECUTIVE BOARD:

#### PRESIDENT

Wayne Hanley, Oakville

#### SECRETARY-TREASURER

Jim Andress, Guelph

#### RECORDER

Betty Pardy, London

#### VICE-PRESIDENTS

Rick Alagierski, Mississauga

Phil Anderson, Peterborough

Toni Armstrong, Hawkestone

Mona Bailey, Ormeee

Bryan Braithwaite, Chatham

Georgina Broeckel, Arthur

Fay Boucher, Thunder Bay

Sam Caetano, Toronto

Joyce Cote, Niagara Falk

Matt Davenport, Guelph

Bruce Dosman, Hanover

William Foley, Burlington

Roland Fortin, Kitchener

David Fox, Napanee

Steve Garland, Kitchener

Rudolf Gwinner, Cambridge

Joe Hand, Newcastle

Jim Hastings, Mississauga

Jim Hough, Burlington

Tim Kelly, Stratford

Janice Klenot Kitchener

Jane Koren, Wasaga Beach

Cliff Kostyniuk, St. Catharines

Rosemarie Mathieu, Oshawa

June Maruschak, Sarnia

Nancy Melcore, Brampton

Tony Morello, Angus

Pat Newell, Port Hope

Robert Nicholas, Havelock

Fitzroy Reid, Toronto

Scott Saunders, Woodville

Don Schmidt, Walkerton

Dale Simon, Thunder Bay

Andy Spruyt, Fonthill

June Towler, Bradford

Patricia Tweedie, Niagara Falls

Karen Vaughn, Milford

Coreena Zurkan, Kenora

### LOCAL 633 EXECUTIVE BOARD

#### PRESIDENT

Dan Bondy, Amherstburg

#### RECORDER

Roy Reed, Orillia

#### VICE-PRESIDENTS:

Anthony DiMaio, Woodbridge

Neil Hotchkiss, McGregor

MaryLou Mallett, Arthur



## What You Get For Your Union Dues

- Higher than average wages and benefits. According to recent government statistics, unionized workers make, on average, **38%** more in wages and benefits than **non-union** workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- Job Security. Your Union will not let you be fired or disciplined without just cause, and it is up to **management** to prove **just** cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to **protect your** rights. If you are unjustly discharged, your Union will spare **no** expense in getting you back to work. Does a non-union worker have that kind of security?
- Grievance Procedure. Even the smallest contract rights are vitally important to your Union. Did you deserve a promotion and not get it? Are **non-bargaining** unit people doing your work? Were your bumping rights ignored? Is your sick pay **late** in coming? Have you been unfairly disciplined for a very **minor** mistake? The Grievance Procedure allows the Union to go to bat for you. In a **non-union** workplace you have no rights **except** what management chooses to allow **you**.
- Problems with Workplace Safety and **Insurance** Ad or Employment Insurance? The Union employs experts in cutting red tape and representing you to government agencies. These **services** are free to you, should you ever need them. **Non-union** workers are **usually** in the dark and out in the cold in **these** matters. They can **only** turn to expensive lawyers for **help**.
- Pensions, Dental Insurance, Sick Pay, **Disability** Insurance, etc. Compare your benefits package with those of **non-union** friends and family. Should they be unable to work because **of** sickness or accident, would they trade their insurance protection for yours? **You** bet they would!

Add up what you paid in Union Dues last year (don't forget that they are tax-deductible). Compare that amount with what you spent **on** such things as hobbies, cigarettes, beer, movies, cable television or "impulse" gifts.

### WHAT IS A UNION STEWARD?

A Union Steward is an elected front-line representative of the United Food and Commercial Workers. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

Bring any suspected violation of this agreement to the attention of the Union Steward as **soon** as possible, because time limits **may** be important in winning **your** grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay **for** their important work and have a lot of responsibility. Treat them with consideration, **as** you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of **your** contract rights unless you are willing to file a grievance if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this collective agreement, but only if you are willing to see it **through**.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

## UNION SCHOLARSHIPS, TRAINING AND EDUCATION

There are a number of scholarships available for UFCW Canada Locals 175 and 633 members, and their children, who are pursuing a Post Secondary education. To find out more about the scholarship program or various courses listed below, please contact the Locals 175 & 633 Training Centre, at (905) 564-2500 or 1-800-728-8902 or visit the web site: [www.ufcw175.com](http://www.ufcw175.com).

Locals 175 and 633 are also aware of the need for training and education in the workplace resulting from technological change, corporate restructuring and the abandonment of our governments towards the training and education of the workforce.

To address that need Locals 175 and 633 offer annual regional steward training seminars. These seminars are held separate from courses which are available to members at the Locals Training and Education Centre in Mississauga. On a weekly basis the Union offers courses which allow our members to further their formal education and increase their ability and skill level in areas ranging from computer foundations, literacy and math upgrading to steward training and workplace advocacy.

In addition, twice a year the Locals offer stewards and members scholarship programs which are conducted at the Locals Training and Education Centre in Mississauga.

Thirty scholarships are awarded annually to stewards province wide to attend a weeklong in-depth training and education seminar. The theme of the week is "Labour's History; Past, Present and Future" and ensures that our stewards are well informed and educated to be representatives of our Union in their workplaces. Stewards also receive nine hours of hands on computer training during the weeklong course.

Thirty members' scholarships are also awarded annually to provide members throughout the province an opportunity to attend a weeklong computer training course. The course is a basic computer course which will give members an understanding of how a computer works and an introduction to using a computer.

With each of these scholarship programs the Locals will cover the cost of the course and materials as well as the members' wages, per diems, accommodation and transportation costs.

# WORKPLACE SAFETY AND INSURANCE ACT 'W.S.I.A'

Formally

## WORKERS COMPENSATION ACT "W.C.B"

The Workplace Safety and Insurance Act, "W.S.I.A.", formally, Workers Compensation Act or "W.C.B." is an insurance program to protect workers against loss of income due to job related disabilities. Here are answers to the most commonly asked questions:

### 1. HOW DOES THE WORKER REPORT AN ACCIDENT?

If an accident occurs at work, section 22 (1) of The Act requires a worker to file a claim as soon as possible after the accident that gives rise to the claim, but in no case shall he or she file a claim more than six months after the accident or, in the case of an occupational disease, after the worker learns that he or she suffers from the disease.

### 2. IS THERE AN EXTENSION OF TIME?

The Board may permit a claim to be filed after the six month period expires if, in the opinion of the Board it is just to do so.

### 3. WHAT FORMS MUST BE COMPLETED TO RECEIVE BENEFITS?

Section 22 (4)... A claim must be on a form approved by the Board and must be accompanied by such information and documents as the Board may require.

### 4. WHAT CONSENT OF DISCLOSURE IS REQUIRED?

Section 22 (5) When filing a claim, a worker must consent to the disclosure to his or her employer of information provided by a health professional under subsection 37(e) concerning the worker's functional abilities. The disclosure is for the sole purpose of facilitating the worker's return to work.

### 5. FAILURE TO FILE?

Section 22 (6)... if the claimant does not file the claim with the Board in accordance with this section or does not give the consent required by sub-section (5). no benefits shall be provided under the insurance plan unless the Board, in its opinion, decides that it is just to do so.

### 6. NOTICE TO EMPLOYER?

Section 22 (7)... The claimant shall give a copy of his or her claim to the worker's employer at the time the claim is given to the board.

### 7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?

Section 23 (3)... A person receiving benefits under the insur-

ance plan or who may be entitled to do so shall notify the Board of a material change in circumstances in connection with the entitlement within 10 days after the material change occurs.

#### **8. WAGES FOR DAY OF ACCIDENT?**

Section 24 (1).. The employer shall pay a worker who is entitled to benefits under the insurance plan his or her wages and employment benefits for the day of the injury as if the accident had not occurred.

#### **9. EMPLOYMENT BENEFITS**

Section 25 (1).. Throughout the first year after a worker is injured, the employer shall make contributions for employment benefits in respect of the worker when the worker is absent from work because of the injury. However, the contributions are required only if..

- (a) the employer was making contributions for employment benefits in respect of the worker when the injury occurred:  
and
- (b) the worker continues to pay his or her contributions if any, for the employment benefits while the worker is absent from work

#### **10. DUTY TO CO-OPERATE IN RETURN TO WORK?**

Section 40 (1).. The employer of an injured worker shall co-operate in the early and safe return to work of the worker by,

- (a) contacting the worker as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment:
- (b) attempting to provide suitable employment that is available and consistent with the worker's functional abilities and that, when possible, restores the worker's pre-injury earnings:
- (c) giving the Board such information as the Board may request concerning the worker's return to work: and
- (d) doing such other things as may be prescribed.

#### **SAME WORKER?**

Section 40 (2).. The worker shall co-operate in his or her early and safe return to work by:

- (a) contacting his or her employer as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment:
- (b) assisting the employer, as may be required or requested, to identify suitable employment that is available and consistent

with the worker's functional abilities and that, when possible, restores his or her pre-injury earnings:

- (c) giving the Board such information as the Board may request concerning the worker's return to work: and
- (d) doing such other things as may be prescribed.

### **11. NOTICE OF DISPUTE?**

Section 40 (6)... The employer or the worker shall notify the Board of any difficulty or dispute concerning their co-operation with each other in the worker's early and safe return to work.

### **12. OBLIGATION TO RE-EMPLOY?**

Section 41 (1)... The employer of a worker who has been unable to work as a result of an injury and who, on the date of the injury, had been employed continuously for at least one year by the employer shall offer to re-employ the worker in accordance with this section.

Section 41 (4) When the worker is medically able to perform the essential duties of his or her pre-injury employment, the employer shall:

- (a) offer to re-employ the worker in the position that the worker held on the date of injury, **or**
- (b) offer to provide the worker with alternative employment of a nature and at earnings comparable to the worker's employment on the date of injury

### **TIME LIMITS**

- 1** A 30 day time limit on appealing a Board decision about return to work or a labour market re-entry plan made on or after January 1, 1998.
- 2** A six month time limit on appealing any other Board decision made on or after January 1, 1998.
- 3** A six month time limit on filing a claim.

The changes to the new act are significant and have reduced or limited entitlement for injured workers. However, you should never let management talk you out of filing a claim, it is your right, in fact it is a violation for an employer to refuse to submit a claim.

Your local union has a benefit department that will answer any questions you may have in regard to filing or appealing a W.S.I.B. claim. Contact your union office.

## **EMPLOYMENT INSURANCE** (formerly **UNEMPLOYMENT INSURANCE**)

On June 30, 1996 the Employment Insurance Act came into effect. Additional changes became effective January 1, 1997 and December 31st 2000. The new system reflects a fundamental restructuring of the old Unemployment Insurance System.

### **“Where to Apply?”**

Apply at the local Human Resource Centre of Canada. Check the telephone directory under Human Resources Development Canada or Canada Employment Centre for the office nearest you.

### **Regular Benefits:**

You can receive regular benefits if you lost your **job** and **you** can't find work, provided that you meet these requirements:

- you have paid into the **EI** account;
- you have worked the required minimum number of hours in the last **52** weeks; the number of hours of work needed, **may** range from **420-700** hours depending on the unemployment rate in your region.
- there are two exceptions: if this **is** your first **job** ever, or your first job after coming back into the workforce after an absence of two years or more, you will need a minimum of **910** hours of work to qualify regardless of the local unemployment rate.

**In** most cases you will receive **55% of** your insured earnings to a maximum of **\$413** per week. Claimants who are in a **low** income family (an income of less than **\$25,921**) with children and receive the Child Tax Benefit will receive a Family Supplement based on your Child Tax Benefit. Your benefit rate can be increased to a maximum of **65%** but not greater than the maximum benefit rate of **\$413** (2001).

Claimants can collect benefits between **14** and **45** weeks depending on the unemployment rate in their region, and the number of hours they have worked in the last **52** weeks.

## How to Calculate the Benefit Amount?

The benefit rate is based on your average insured earnings in the last 26 weeks of work. Your insured earnings will be averaged over a number of weeks known as a divisor. The divisor is the greater of:

- (a) the number of weeks of insured earnings in the last 26 week period; or
- (b) the number of weeks specified in the divisor table.

If you worked for only the minimum number of weeks required to qualify, or for one week longer than that, then the minimum divisor applies to you.

### Intensity Rule:

Any week of regular benefits collected after June 30, 1996 could affect your benefit rate on future claims. Weeks of benefits claimed will stay on your claim history for five (5) years. Working while on a claim can help you to reduce the number of weeks on your claim history. Your claim history is maintained for five years.

### Work Credits:

Claimants who work while they receive regular benefits and earn enough to reduce their EI cheques will be able to earn work credits to be applied against the intensity rule. The total amount they save the EI system by working while on a claim will be converted into weeks of unpaid benefits. Those weeks will then be credited against the application of the intensity rule for the next claim in the next five years.

### Sick Benefit:

Sick benefits are paid for up to 15 weeks, if you have 600 hours of insurable employment in the last 52 weeks or since the start of your last claim. If you get sick after your employment was interrupted for another reason, such as temporary layoff, you may be eligible with less than 600 hours. Medical reports are necessary.



### Maternity Benefits:

If your child is born or adopted after December 31st, 2001. You must have worked and paid EI premiums for at least 600 hours in the last 52 weeks, or since the beginning of your last EI claim. You can start collecting maternity benefits up to 8 weeks before you are scheduled to give birth. However, benefits cannot be received later than 17 weeks after the baby is due or born, unless the infant is confined to a hospital.

### Parental Benefits:

Parental benefits can be collected for up to 35 weeks by both natural and adoptive parents while they are caring for a newborn or adopted child. Under the new rules a combination of maternity (biological mothers only), parental and sickness benefits can be received up to a combined maximum of 50 weeks in a 52 week period.

Benefits are paid at 55% of your average insured earnings up to a maximum of \$413 per week.

### Discharge or Quit

No regular benefits are paid to those workers who quit a job without just cause or who are fired for misconduct. You may appeal a disqualification. Contact your Union if you need assistance with your appeal.

**FOR MORE INFORMATION  
CONTACT  
HUMAN RESOURCES DEVELOPMENT CANADA  
OR  
CANADA EMPLOYMENT CENTRE  
SHOULD YOU HAVE A PROBLEM  
CALL YOUR  
LOCAL UNION REPRESENTATIVE  
FOR HELP!**

## THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

### Employer's Duties

Among other things, the employer **must**:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any **workplace hazard**,
- Appoint a competent person as supervisor.
- Co-operate with and assist the health and safety committee and representative.
- Take every precaution reasonable for the protection of the worker.

### Supervisor's Duties

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and uses **all** the equipment, protective devices or clothing that **is** required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the **Act** and regulations.

**Note:** Department Heads in the bargaining unit must **also** ensure that workers work in a safe manner, as above, but they cannot discipline workers who refuse, for example, to wear safety equipment. If a meat manager is unable to convince a fellow **worker to** wear a mesh apron when he is required to **do so**, he should **simply report** the situation **to** the Store Manager.

### Workers' Obligations

- Use all safety equipment and wear all protective clothing **re-**quired by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

Workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

**The Right to Refuse Unsafe Work**

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

**You** must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). **If** the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have reasonable grounds to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the **job** provided that **he is** informed that the job was refused and the reasons for the refusal. This second worker **also** has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

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**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")

**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 employees 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, 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. In no case shall the above result in a **loss** of employment, layoff, or **loss of** any hours for bargaining unit employees.

- 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.

**The dues and initiation report will be provided in the form of e-mail (remit@ufcw175.com) or on diskette as well as a hard copy of the dues report being attached to the remittance cheque.**

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.

**The Employer will pay one half (½) the cost of the meeting rooms for all negotiations including conciliation and mediation.**

#### **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 designateshall renderthe Company's decision in writing to the Chief Steward and the employee within seven (7) calendar days after presentationat this Step.

### **Step No. 3**

Failing settlement at Step2, a Business Representative of the Union may within ten (10) calendar days, schedule a meeting with the Employer or designate. The Chief Stewardand/orthe 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 receivedat 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 he has been disciplined or discharged without just cause 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 eighteen (18) 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 employee(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 **employee(s)** concerned as **witness(es)** and any other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator 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 99 - Workplace Safety and Insurance Board (WSIB)**

The Company agrees to notify the Union through the Stewards, about any and all cases in which workers are being accommodated under Bill 99 of the Workplace Safety and Insurance Board (WSIB).

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 10 - 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 day shift 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's 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 (400km) from Cambridge with proof of attendance from the Church or funeral home.
- (e) Employees shall be granted one (1) day's leave of absence without pay to attend the funeral of an aunt, uncle, niece, nephew, cousin or to perform the function of a Pall Bearer"**

10.06 **Maternity/Parental/Adoption Leave**

- (a) **Maternity/Parental/Adoption Leave** shall be granted as a right 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.
- (d) The Company will not require employees to take the City & Guild course. If an employee voluntarily elects to take the course he will only be reimbursed upon passing the exam.

#### 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, April, July & September 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 position. 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, he shall be returned to his 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 his former position, wage or salary rate, without **loss** of seniority.

- 12.04 No employees 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 temporarily transferred or assigned in excess of ten (10) working days to another position within the bargaining unit without the employee's consent. The senior employee with the skills and qualifications will have the option of the temporary transfer or assignment in the Department first, then in the Bargaining Unit. Should this not satisfy the temporary vacancy, then the Junior employee with the skills and qualifications shall be assigned.

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 his 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.

### **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.

- 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 Department first, then bargaining unit, provided they have the skills and qualification.
- 13.04 Employees shall be recalled in the order of their Bargaining Unit seniority, then in their Department 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 employee.
- 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 pay 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 of 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 ½) times their normal rate of pay for all hours worked with a guarantee of two (2) hours.

(c) Call-in rotation (Maintenance only):

Maintenance personnel unable to be on call must find someone to switch with them or be responsible for working and carrying a pager. Any changes must be in writing to their Supervisor. This also includes changing shifts.

(d) Maintenance:

Maintenance personnel required to carry a pager will receive a twenty dollar (\$20.00) bonus for (10:00 p.m. Friday to 10:00 p.m. Saturday) and another twenty dollars (\$20.00) bonus for (10:00 p.m. Saturday to 10:00 p.m. Sunday)

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.

**(d) A shift worker called into work more than two (2) hours prior to the commencement of the 6:00 a.m. shift start will receive premium pay for all hours worked prior to 6:00 a.m. shift start.**

15.07 Employees shall not be required to work a split shift.

15.08 Shift selection including temporary postings and assignments will be awarded by department seniority excluding Millers and Maintenance personnel. Employees may bid for vacant positions on shifts when a position becomes vacant.

## 15.09 Overtime

(a) Time and one-half (1½) 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 on Saturday and Sunday work shall be on a voluntary basis, to senior employees first with skill and qualification to perform the work. Due to the nature of the business, employees will be encouraged to cooperate to work overtime, when possible. In the event no senior employees volunteer, then the most Junior employee with the skill and qualification in the department shall be assigned to perform the overtime work.

(d) All work performed on Saturday shall be paid at one and one-half (1½) times the employee's regular hourly rate of pay. Exception to this is the Milling Department. In the Milling Department

**when it is operating seven (7) days a week** Saturday overtime of time and one half (1½) shall only be paid when the employee has accumulated forty (40) regular hours of work, or has approved time off authorized by his supervisor."

(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.

(c) In the event after overtime is offered by seniority and is required due to unforeseen problems, employees with the lowest seniority capable of performing the job required will be assigned to perform the overtime required. **A** reasonable amount of overtime shall only be assigned to complete the overtime task.

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.

Millers will work rotating shifts on one (1) week intervals. Maintenance personnel will work rotating shifts on two (2) week intervals.

- 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) years' 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 or 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 employee's choice, on their last regular pay 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.

**16.09** (a) The Company shall grant vacation based on a department basis as follows

Laboratory	One (1) employee per any given week
Truck Drivers	Two (2) employees per any given week
Maintenance	One (1) employee per any given week
Millers	One (1) employee per any given week
Cleaners	One (1) employee per any given week
Warehouse	Two (2) employees per any given week
Office	One (1) employee per any given week



- (b) If an employee intends to cancel any of his vacation scheduled between June 15<sup>th</sup> to September 15<sup>th</sup>, the employer must receive one (1) weeks' notice. The Company will re post the vacation time cancelled and offer the same to employees as in accordance with Article 16.04 to employees who were unable to schedule vacation between June 15<sup>th</sup>, to September 15<sup>th</sup>.
- (c) Employees will receive written confirmation of their vacation approval within seven (7) calendar days of the request for all time granted outside of June 15<sup>th</sup>, to September 15<sup>th</sup>.
- (d) The employer will post the vacation schedule by the first week in November for employees requesting vacation time to be taken in January, February, March and April. The vacation schedule will be taken down on November 30<sup>th</sup>. Employees will select and be granted vacation time during this period by seniority as in accordance with Article 16.04.

#### ARTICLE 17 - PAID HOLIDAYS

- 17.01 (a) The following days shall be recognized as paid holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Day	Labour Day
Thanksgiving Day	December 24 <sup>th</sup>
Christmas Day	Boxing Day
December 31 <sup>st</sup>	

- (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 or Provincial government.

17.02 Employees who are required to work on any of the above named holidays will receive ~~two~~ **two** times (2X) their regular rates ~~of~~ pay for all hours worked in addition to pay for the holiday.

- 17.03 (a) If New Year's Day, Victoria Day, Thanksgiving Day, Christmas Day, December 31<sup>st</sup>, Good Friday, December 24<sup>th</sup> or Boxing Day 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** Canada Day, Labour Day or the Civic Holiday occurs during an employee's vacation period, the employee will receive an additional day **off**

to be taken at a date chosen by the employee, but not coincident with the above holiday in Article 17.03 (a). In the event of a dispute over a chosen day seniority will govern. The employee will give the employer two (2) weeks written notice of the day selected.

(c) If any of the abovementioned 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 holiday occurs.

## ARTICLE 18 - HEALTH AND WELFARE

### 18.01 Sick Leave

In the event an employee does not use any of his/her two (2) sick days leave in a one (1) calendar year time frame, that employee shall be granted one (1) more

sick day during the next calendar year. This shall be understood to be a maximum of three (3) sick days in total during this Collective Agreement. In the event of a call-in sick day or any unauthorized day(s) off, it shall be recorded as a sick day off, from his/her sick day bank.

#### 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, 1996 to January 31, 1999 and will include negotiated amendments agreed to during the 1995/1996 contract negotiations.

#### **Life Insurance**

Effective the first day of the month following ratification the Life Insurance and Accidental Death and Dismemberment increase to thirty thousand dollars (\$30,000.00).

### **Dental Care**

The Employer agrees to pay one hundred percent (100%) of the Group insurance and Dental Plan. The O.D.A. Fee Schedule shall be one (1) year behind the current calendar year.

### **Family Coverage**

The Employer agrees to pay one hundred percent (100%) of the cost of the Dental Plan for family dental coverage.

### **Single Coverage**

The Employer agrees to pay one hundred percent (100%) of the cost of the Dental Plan for single dental coverage.

### **(Optical) Vision Care**

**Effective February 1<sup>st</sup>, 2003**, the Employer agrees to pay one hundred and **fifty** dollars (\$150.00) for member and spouse every **twenty-four** (24) months and one **hundred and fifty dollars (\$150.00)** for each dependant every twelve (12) months. This applies to eye glass lenses and frames (or contact lenses selected in place of lenses and frames).

### **Hearing Aids**

The Employer agrees to pay one hundred dollars (\$100.00) towards the cost of hearing aids every five (5) years for the employee only.

'Special Note\* The Government subsidy of two hundred and sixty dollars (\$260.00) every five (5) years is available for each employee.

### **Group Booklets**

Group Booklets will be given to **all** employees when available after the new booklets are printed.

#### **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.

**"Employees presently not in the Pension Plan will be permitted to join at any time over the term of the Collective Agreement."**

## **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 ninety-five dollars (\$95.00) per calendar year, with proper

receipts, to all employees who are required to wear safety shoes. **February 1<sup>st</sup>, 2003, the safety shoe allowance increases to one hundred and ten dollars (\$110.00) per calendar year.**

(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 outer wear will be provided as applicable.

19.06 Where an employee is required to bring his 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<sup>st</sup>, 2002**, until January **31<sup>st</sup>, 2005**, inclusive and beyond the expiry date until the **earlier** of:

- a ratified renewal
- a legal strike or lockout

**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 **30<sup>th</sup> of September, 2002**.

### **FOR THE UNION**

Jeff Whittaker  
Larry Luckhardt  
Jim McGrath  
Kip Connolly  
Richard Wauhkonen

### **FOR THE EMPLOYER**

Bill Campbell  
Peter Downe  
Dan Vida

**SCHEDULE "A"**  
**Wages & Classifications**

**Classifications:**

	<b>Effective February 1, 2002</b>	<b>Effective February 1, 2003</b>	<b>Effective February 1, 2004</b>
<b>First Miller (qualified)</b>	\$19.53	\$20.12	\$20.72
<b>Second Miller (qualified)</b>	\$17.86	\$18.40	\$18.95
<b>Trainee Miller</b>	\$16.34	\$16.83	\$17.33
<b>Silo Operator</b>	\$16.76	\$17.26	\$17.78
<b>Mixer Operator</b>	\$16.70	\$17.20	\$17.72
<b>Lift Truck Driver</b>	\$16.57	\$17.07	\$17.58
<b>Truck Helper</b>	\$16.34	\$16.83	\$17.33
<b>Material Handler</b>	\$16.34	\$16.83	\$17.33
<b>Packer</b>	\$16.34	\$16.83	\$17.33
<b>Cleaner</b>	<b>\$14.00</b>	\$14.42	\$14.85

Maintenance A	\$19.53	\$20.12	\$20.72
Maintenance B	\$17.86	\$18.40	\$18.95
Maintenance C	\$16.34	\$16.83	\$17.33
Laboratory Technician	\$14.35	\$14.78	\$15.22
Truck Driver (tractor)	\$17.23	\$17.75	\$18.28
Truck Driver (tandem)	\$17.23	\$17.75	\$18.28
Truck Driver W/H Man	\$17.23	\$17.75	\$18.28
Accounts	\$33,558.17	\$34,564.92	\$35,601.87
Payable/Payroll	\$32,633.53	\$33,612.54	\$34,620.92
Accounts Receivable	\$32,663.53	\$33,612.54	\$34,620.92
Traffic Coordinator	\$27,201.42	\$28,017.46	\$28,857.98
Sales Order/Invoice	\$22,883.41	\$23,569.91	\$24,277.01
Receptionist/Clerk			

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

An **across** the board increase with full retroactive pay for all hours worked or paid.

**Effective February 1<sup>st</sup>, 2002 - 2.75 % increase.**

**Effective February 1<sup>st</sup>, 2003 - 3 % increase.**

**Effective February 1<sup>st</sup>, 2004 - 3 % increase.**

**Truck Drivers' Commission will be as follows:**

**Depart from Destination**

<b>Minimum</b>	<b>13 to 23 tonne</b>	<b>23 - 30 tonne</b>	<b>30 to 36 tonne</b>	<b>over 37 tonne</b>
<b>Cambridge</b>	<b>\$57.50</b>	<b>Cambridge/Kitchener/Guelph \$3.14</b>	<b>\$2.61</b>	<b>\$2.24</b>
<b>Cambridge</b>	<b>\$62.73</b>	<b>Burl./Hamilton/Brant./Listowel \$3.45</b>	<b>\$3.34</b>	<b>\$3.34</b>
<b>Cambridge</b>	<b>\$78.41</b>	<b>London/Toronto/Simcoe \$4.18</b>	<b>\$3.34</b>	<b>\$3.34</b>
				<b>\$3.17 (Toronto)</b>
<b>Cambridge</b>	<b>\$94.10</b>	<b>Barrie/Niagara Region/Welland \$4.50</b>	<b>\$3.98</b>	<b>\$3.34</b>
<b>Cambridge</b>	<b>\$102.46</b>	<b>Chatham/Ridgetown \$4.13</b>		

<b>Depart from Destination</b>				
<b>Minimum 13 to 23 tonne</b>	<b>23 - 30 tonne</b>	<b>30 to 36 tonne</b>	<b>over 37 tonne</b>	
Cambridge \$133.82	Peterborough/Trenton/Windsor \$5.40	\$5.40	\$5.13 (Trenton)	
Cambridge	Ottawa/Sudbury \$9.34	\$9.34		
Cambridge	Montreal \$12.68	\$12.68		
Cambridge \$235.24	U.S.A. - Michigan			
Trenton	Chatham \$9.34			

**Additional:**

1)	<b>Stops: effective With 2nd stop</b>	<b>\$5.00 (per stop)</b>
	<b>split load for Bulk Only</b>	<b>\$50.00</b>
2)	<b>Bonus: each load after 5th per week</b>	<b>\$6.50 (Stat. Holiday = after 4th per week)</b>
	<b>weekend trip total</b>	<b>\$20.00 Sat. and/or Sun.</b>
	<b>statutory holiday</b>	<b>\$20.00</b>
3)	<b>Interior Tanker Drying</b>	<b>\$50.00</b>
4)	<b>Balmoral Whse Run</b>	<b>\$16.73</b>
5)	<b>Minimum payment per load</b>	<b>\$25.00</b>
6)	<b>Hourly Rate</b>	<b>\$15.73</b>

## **LETTER OF UNDERSTANDING#1**

### **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.

## **LETTER OF UNDERSTANDING#2**

### **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.

## **LETTER OF UNDERSTANDING#3**

### **RE: OVERTIME IN THE WAREHOUSE DEPARTMENT**

The Parties agree in the event of overtime in the warehouse that reflect Truck Driver's classification overtime, it will be performed only by posted Truck Drivers as per the Estoppel established in the workplace.

The Parties further agree in the event of overtime in the warehouse that reflect Warehouse Worker's classification overtime, it will be performed only by posted Warehouse Personnel, as per the Estoppel established in the workplace.

#### **LETTER OF UNDERSTANDING #4**

##### **RE: REPLACEMENT OF FIRST MILLERS**

All replacement of First Millers will be offered to Second Millers on a rotating basis to ensure all Second Millers have opportunities to perform First Miller functions.

#### **LETTER OF UNDERSTANDING #5**

##### **RE: REFUSAL OF UNSAFE WORK**

Dover Flour Mills is committed to protecting the health and physical well-being of its employees.

In the event that the existing worker protection is removed by new legislation, Dover Flour Mills will sit with the Union and develop a procedure to deal with instances of an employee, or employees, regarding assigned work as being unsafe. Without restricting the content of that procedure, it will contain the following elements:

Securing an alternative to Ministry of Labour Inspector - Dover Flour Mills will undertake to retain a qualified occupational health & safety professional who is able to respond in a prompt manner and at a reasonable cost to



instances of an employee or employees, regarding assigned work as being unsafe.

Avoiding excessive delays in production - Dover Flour Mills will retain the right to have a member, or members of management to perform the work until the qualified occupational health & safety professional has completed the necessary analysis.

Ensuring a reasonable system - In the event on employees work refusal is found to be frivolous, illegitimate, and/or fictional, the Company will act in accordance with Article 4 of this Collective Agreement.

### **LETTER OF UNDERSTANDING #6**

**RE: CASUAL WORKERS RE SERVICE DATE  
(Rob Basha, Gord Coffin, Jim Martin,  
George Ferreira and Kevin Martin)**

Both Parties agree the five (5) employee's that were made full-time in the bargaining unit, that their service date will be backdated to March 1, 1991 as was agreed to in the first set of negotiations between the Company and the Union.

The Parties further agree that in the event of a layoff of the above five (5) employees the following shall apply:

Employee's in the reverse order of their starting date with the Company shall be the order of lay-off. The Articles 13.01 13.02 13.03 13.04 and 13.05 of this Collective Agreement will also be adhered to.

## **LETTER OF UNDERSTANDING #7**

### **RE: TEMPORARY LAYOFFS**

A senior employee may offer to take the place of a junior employee subject to layoff.

There is no onus for the Employer to **provide** notification to any employee other than those employees affected by layoff.

## **LETTER OF UNDERSTANDING#8**

### **RE: OVERTIME ALLOCATION OUTSIDE WAREHOUSE**

If overtime is to occur on the p.m. shift at the Mill Warehouse it will be offered by seniority including employees at the Outside Warehouse. If Outside Warehouse personnel wish the overtime the employee will punch out at 1:55 p.m. or 9:55 p.m. and punch in at the Mill upon arrival, the said employee will not be paid while in transit. The Outside Warehouse employee will not receive a break at 2:00 p.m. or 10:00 p.m. when in transit.

The Company will assign the most junior employee on the shift with the skill and ability to **do** the job until the outside employee arrives. The employee waiting for another employee to replace him will not receive a break until two (2) hours work is completed after the start of the overtime.

**LETTER OF UNDERSTANDING#9**

**RE: UFCW TRAINING & EDUCATION FUND**

The Company will contribute the following to the UFCW Training & Education Fund.

Two (2) weeks of ratification =two hundred and fifty dollars (\$250.00)

February 1<sup>st</sup>, 2003 =two hundred and fifty dollars (\$250.00)

February 1<sup>st</sup>, 2004 =two hundred and fifty dollars (\$250.00)

## NORTHERN REGION



**Sharon Gall**  
Director



**Bill Kalka**  
Union Representative



**Colby Flank**  
Union Representative

### REGIONAL OFFICE:

Room 21, Lakehead Labour Centre, 929 Fort William Road,  
Thunder Bay, Ontario P7B 3A6

Phone: (807) 346-4227 Fax: (807)346-4055

Wats (800) 465-6932

## EASTERN REGION



**Dan Lacroix**  
Director



**Simon Baker**  
Union Representative



**Reg Baughan**  
Union Representative



**Ray Bromley**  
Union Representative



**Luc Lacelle**  
Union Representative



**Marilyn Lang**  
Union Representative

### REGIONAL OFFICE:

20 Hamilton Ave. North, Ottawa, Ont. K1Y 1B6  
Phone: (613) 725-2154 Fax: (613) 725-2328  
(800) 267-5205

## SOUTHWEST REGION



**Teresa Magee**  
Director



**Wendy Absolom**  
Union Representative



**Susan Bayne**  
Union Representative



**Angus Locke**  
Union Representative



**Julie Marentette**  
Union Representative



**Rick Wauhkonen**  
Union Representative

### REGIONAL OFFICE:

124 Sydney St. South, Kitchener, Ont. N2G 3V2  
Phone: (519) 744-5231 Fax: (519) 744-8357  
(800) 265-6345

## CENTRAL REGION EAST



**Jerry Clifford**  
Director Central East



**Larry Bain**  
Union Representative



**Mike Brennan**  
Union Representative



**John DiFalco**  
Union Representative



**Anthony DiMaio**  
Union Representative



**Archie Duckworth**  
Union Representative



**Rob Nicholas**  
Union Representative



**Dan Serbin**  
Union Representative

### REGIONAL OFFICE:

2200 Argentia Road, Mississauga, Ontario L5N 2K7

Phone: (905) 821-8329 Fax (905) 821-7144

Toll-free outside Metro Toronto

(800) 565-8329

## CENTRAL REGION WEST



**Harry Sutton**  
Director Central West



**Joe DeMelo**  
Union Representative



**Linval Dixon**  
Union Representative



**Paul Jokhu**  
Union Representative



**Chris Fuller**  
Union Representative



**Shawn Haggerty**  
Union Representative



**Fernando Reis**  
Union Representative



**Kelly Tosato**  
Union Representative

### REGIONAL OFFICE:

2200 Argentia Road, Mississauga, Ontario L5N 2K7

Phone: (905) 821-8329 Fax (905) 821-7144

Toll-free outside Metro Toronto

(800) 565-8329



## SOUTH - CENTRAL REGION



**Sharon Gall**  
Director South Central



**Judith Burch**  
Union Representative



**John Dinardo**  
Union Representative



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