

COLLECTIVE AGREEMENT

BETWEEN

P & H MILLING GROUP – CAMBRIDGE
Cambridge, Ontario (Hereinafter called the "Employer")

- and -

**UNITED FOOD AND COMMERCIAL WORKERS
CANADA, LOCAL 175**
(Hereinafter called the "Union")

TERM: February 1, 2011 - January 31, 2014

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**BETWEEN: P & H MILLING GROUP
CAMBRIDGE**

(Hereinafter called the "Employer")

- and -

**UNITED FOOD AND COMMERCIAL WORKERS
CANADA, 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 Canada, Local 175, as the bargaining agent of all employees of **P & H Milling Group**, in Cambridge, Ontario, excluding sales staff, office **staff**, forepersons and those above the rank of 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.**

1.06 Labour Management Committee

The Company and Union agree to set up a Labour-Management Committee that will meet **quarterly** to discuss problems and concerns in the workplace. All other concerns that relate to grievances will be handled within the Collective Labour Agreement.

The Committee will be composed of two (2) members of management and two (2) members of the bargaining unit, one (1) of which will be the Chief Steward. The **Union** will appoint the other member of the bargaining

unit. Each member of the Committee will have a designated alternate to facilitate full attendance at each meeting of the Committee.

Members of the Committee who attend a meeting outside of their normal working hours will be paid for attendance at the meeting **at their regular rate of pay and those hours will not be used for the purpose of qualifying for overtime payment.**

ARTICLE 2 - UNION SECURITY

- 2.01 (a) Employees on the payroll of the Employer in the bargaining unit shall become and thereafter remain members of the Union in good standing.
- (b) All employees of the Employer hired on or after date of ratification shall become and thereafter remain members of the Union in good standing.
- (c) The Employer shall remit to the Union, within fifteen (15) calendar days following completion of the probationary period, the United Food and Commercial Workers Canada 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) 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 remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information: as known to the Company.

1. S.I.N
2. Employee number if applicable

3. Full name (Last/First/Initials)
4. Full address, including City and Postal Code
5. Telephone number (including area code)
6. Date of hire
7. Rate of pay
8. Classification
9. Full-time or part-time designation
10. Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting
11. Total dues deducted
12. Back dues owing
13. Initiation fees deducted
14. Total Initiation Fees deducted

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.

- 2.07 The Employer agrees that when new employees are hired a Union Steward/Representative will be given 15 minutes during her/his shift without loss of wages to discuss Union membership and Union representation with the new employee.**

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 Canada 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 employees 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.

The Employer has the right to send an employee home pending investigation that may lead to discipline. If there is no discipline the employee will be compensated for time missed.

- (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.
- (d) 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 by the Company at 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 (1/2) 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 seven (7) 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.

When the Employer becomes aware of an alleged incident the Company will have seven (7) working days from the time it becomes aware of the incident to administer discipline.

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 seven (7) 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) working days to their supervisor or designate. A Step 2 meeting will be held with the Chief Steward, the Steward who filed the grievance and the grievor in attendance, with the Plant Manager and/or his designate. The Step 2 meeting will be scheduled within ten (10) working days of the written grievance being filed with the Employer. The Plant Manager, or his designate shall render the Company's decision in writing to the Chief Steward and the Union Office within fifteen (15) working days after the Step 2 meeting.

The Steward who filed the grievance will be allowed to attend the Step 2 meeting if the Steward is at work at the time of the meeting. If the Steward is not scheduled to work at the time of the meeting, he can attend the meeting without pay from the Company.

Step No. 3

Failing settlement at Step 2, a Business Representative of the Union may within fifteen (15) working days, schedule a meeting with the Employer or designate. The Union Representative, the Chief Steward, the Steward who filed the grievance and the grievor shall be present at the Step 3 meeting with the Employer.

The Steward who filed the grievance will be allowed to attend the Step 3 meeting if the Steward is at work at the time of the meeting. If the Steward is not scheduled to work at the time of the meeting, he can attend the meeting without pay from the Company.

Failing settlement at Step No. 3, the grievance may be submitted to arbitration within twenty-five (25) working days after the decision has been received at Step No. 3. Neither party shall raise, or proceed with a timeliness issue argument regarding filing for arbitration without having notified the other party of its final position on any given grievance in writing.

Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting filing for arbitration then shall be triggered.

7.04 **Group Grievance**

The Employer will recognize a group grievance as one which affects more than one employee with respect to how 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 fifteen (15) working 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 seven (7) working 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 **(to include suspensions)** 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 witnesses and any other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrators to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievances. Time spent during the grievance or arbitration process shall be deemed to be time worked up to the basic worked day or work week.

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

ARTICLE 9 - HEALTH AND SAFETY

- 9.01 The Union and the Employer shall cooperate in maintaining regulations which will afford adequate protection for the employees.
- (a) The Employer shall maintain sanitary arrangements throughout the unit, provide proper safety devices and give proper attention to the elimination of any condition of employment which is a hazard to the safety or health of the employees.
 - (b) Where the nature of the task assigned to an employee requires the use of special equipment or protective clothing, such equipment or clothing shall be provided by the Company, within a reasonable period after notification by the Unit Safety Committee.
- 9.02 A Safety and Health Committee shall be established, comprised of at least two (2) representatives appointed by the Union and the equivalent number of representatives appointed by the Employer. **The Employer will ensure all Health and Safety Committee members are certified.**
- 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 **the Canada Labour Code Part II as it relates to Health & Safety in the workplace. Should the Code be repealed, or revised to provide a lesser standard of protection,**

the Company agrees to maintain the existing level of protection as at March 27, 2011.

- 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.
- 9.10 **The Employer** 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, the **Employer** 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 **Human Resources Skills Development Canada - the Employer** 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 - **the Employer** 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.

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 **and without loss of seniority**.
- (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, step parents and step children.

An employee will be able to receive payment and time off only once in the case of the death of a mother, or step mother and a father, or step father.

- (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, son-in-law and daughter-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 (400 km) 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 or 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.

An employee absent due to illness, injury, or approved leave of absence shall have their probation period extended by the number of days absent.

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 employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit, the employee shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with the seniority accumulated up to the date of transfer outside the unit.

12.05 No senior 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 an 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 (a) 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.

- (b) 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.

- 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.

- 13.06 The Employer agrees to give any employee who requests training on a different job an opportunity to be cross-trained. This training will be on the employee's own time.

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.

Effective March 27, 2011 the pay day will be Friday. During a week in which the Friday is a bank holiday the pay day shall be Thursday.

- 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 (a) The Company has the right to modify the regular weekly hours of the Milling department to that of a seven (7) day continuous operation. The Union shall be notified four (4) weeks prior to any such change taking place. All members of the fourth (4th) crew will be fully trained prior to the implementation of the continental shift. **Details of the terms and conditions of the continental shift are laid out in this Article 15.**
- (b) 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.

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, **WSIB**, vacation, leaves of absence, and negotiations. **Agency employees shall be subject to the terms and conditions of this Agreement and shall be required to pay dues in accordance with the Local Union policies.**

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) An employee who is absent from work for any reason must call in before his next scheduled shift by 12 noon to ask if there is overtime available for the next shift he is scheduled to work. Failing to call, the employee will start work at his regularly scheduled time. Saturday and Sunday are not normally scheduled shifts except in the Milling and Trucking departments.
- (b) 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 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) Lab 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 **the regular scheduled shift** if the additional work is expected to last for two (2) hours or more.

15.05

(a) **Reporting Pay:**

Employees reporting to work at their normal starting time without previous notification not to do so shall be given a minimum of four (4) hours' work or four (4) hours' pay at the prevailing hourly rate.

(b) **Call-in Pay:**

Employees called in to work will be paid one and one-half (1 1/2) times their normal rate of pay for all hours worked with a guarantee of two (2) hours.

(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), another twenty dollars (\$20.00) bonus for (10:00 p.m. Saturday to 10:00 p.m. Sunday) **and another twenty dollars (\$20.00) bonus for paid holidays per Article 17.01 (a) (10:00 p.m. of day prior to holiday to 10:00 p.m. on the holiday).**

15.06 (a) **Shift Premium:**

All hours worked between 2:00 p.m. to 10:00 p.m. shall be paid a shift premium of sixty-five (65¢) cents per hour effective the date of ratification and seventy (70¢) cents per hour effective February 1, 2012.

(b) **All hours worked between 10:00 p.m. to 6:00 a.m. shall be paid a shift premium of seventy-five (75¢) cents per hour effective the date of ratification and eighty (80¢) cents per hour effective February 1, 2012.**

(c) **Employees in the Milling Department who are working a continental work week shall receive a continental premium of one dollar and twenty cents (\$1.20) per hour for all hours worked in addition to any other applicable premiums.**

- 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) **For employees on the eight (8) hour rotation, 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 in their respective classifications, provided such employees have the qualifications to perform the work required.**

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 qualifications to perform the work. A sign up sheet for weekend overtime will be put up on the bulletin board on Monday and will be removed

by noon on Thursday **and a time stamped copy will be provided to a Union Steward.** The results of the sign up posting will be posted early Friday morning, so employees can see who has been awarded the opportunity to 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) **For employees not working in a continental shift arrangement all work performed on Saturday shall be paid at one and one-half (1½) times the employee's regular hourly rate of pay.**

For employees in a continental shift arrangement (Milling Department), all work performed on the first scheduled day off and/or in excess of 8/12 hours in a day (depending on the final format) shall be paid at one and one-half (1½) times the employee's regular hourly rate of pay. (Refer to Letter of Understanding)

- (e) **For employees not working in a continental shift arrangement all work performed on Sunday shall be paid at two (2x) times the employee's regular hourly rate of pay.**

For employees in a continental shift arrangement (Milling Department), all work

performed on the second scheduled day off shall be paid at two (2x) times the employee's regular hourly rate of pay.

(f) All work performed on a Paid Holiday shall be paid at two times (2x) 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.
 - (d) 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.

- (e) 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.

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.

15.13 Continental Shift - (12 – Hour Shifts)

Pay will be averaged at forty (40) hours at straight time and two (2) hours at time-and-one-half per week for employees who work all of their regularly scheduled hours. Employees who are absent will have the time-and-one-half portion of their pay reduced first.

There shall be four (4) 20-minute breaks per shift per 12 hour shift.

All hours worked in excess of the regular weekly hours will be paid at time-and-one-half.

A full week for vacation pay purposes is forty (40) hours at straight time.

Any paid days off will be based on twelve (12) hours, except bereavement leave of greater than one (1) day.

Each bereavement day an employee takes will count as twelve (12) hours against the entitlement set out in Clause 10.05, which is based on an eight (8) hour day.

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 **date** of hire - two (2) weeks off with pay of four percent (4%) of **previous year's** 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 **previous year's** T4 earnings.
- (d) Twelve (12) years' but less than eighteen (18) years' service as of the date of hire - four (4) weeks off with pay of eight percent (8%) of **previous year's** T4 earnings.
- (e) Eighteen (18) or more years of service as of the date of hire - five (5) weeks off with pay of ten percent (10%) of **previous year's** 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 **previous year'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

No vacation will be granted to Drivers in the period of two (2) weeks prior to Christmas Day and two (2) weeks after Christmas Day.

- (b) If an employee intends to cancel any of his vacation scheduled between June 15th to September 15th, the employer must receive one (1) week's 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 15th, to September 15th.
- (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 15th, to September 15th.
- (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 30th. 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 th
Christmas Day	Boxing Day
December 31 st	Family Day

- (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) In the event the Federal Government introduces a new statutory holiday in the month of February, it will replace the Family Day holiday.

17.02 Employees who are required to work on any of the above named holidays will receive 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 31st, Good Friday, December 24th 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, Family 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.

The Employer agrees that there will be a full payout of any unused sick days at the end of the calendar year.

18.02 **Ontario Employer Health Tax**

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

18.03 **Group Insurance**

The Employer agrees to provide a group insurance plan, including the following:

Life Insurance

Effective the first day of the month following ratification (**March 27, 2011**) the Life Insurance and Accidental Death and Dismemberment increase to **fifty** thousand dollars (**\$50,000.00**).

Major Medical

Lifetime Maximum - increase from twenty-five thousand dollars (\$25,000.00) to **thirty thousand dollars (\$30,000.00) effective the date of ratification (March 27, 2011), to thirty-five thousand dollars (\$35,000.00) on February 1, 2012 and to forty**

thousand dollars (\$40,000.00) on February 1, 2013.

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

The Employer agrees to pay two hundred **and twenty** dollars (\$220.00) for member and spouse every twenty-four (24) months and two hundred **and twenty** dollars (\$220.00) for each dependant every twelve (12) months **at date of ratification (March 27, 2011)**. This applies to eye glass lenses and frames (or contact lenses selected in place of lenses and frames). **The reimbursement level will increase to two hundred and forty dollars (\$240.00) at February 1, 2012 and**

two hundred and sixty dollars (\$260.00) at February 1, 2013.

Hearing Aids

The Employer agrees to pay two hundred dollars (\$200.00) 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.

Chiropractor

The Employer agrees to provide Chiropractor coverage at twenty dollars (\$20.00)/visit, to two hundred dollars (\$200.00)/year.

Group Booklets

Group Booklets will be given to all employees when available after the new booklets are printed **and a copy mailed (e-mailed) to the Union Office.**

18.04 **Pension Plan**

The Employer agrees to provide a Pension plan for employees **hired before March 27, 2011.** 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 hired after March 27, 2011 must join a Group RRSP after one year of employment. The employee must contribute at least 1% of his/her gross earnings to the Plan. The Company will match the employee's contributions up to 4%.

Employees who are members of the Pension Plan, may contribute to the Group RRSP, but will not receive Company contributions.

Employees who are members of the Pension Plan, may suspend their membership in that Plan in order to join the Group RRSP and receive Company contributions. The employee will not be allowed to rejoin the Pension Plan.

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 one hundred **forty** dollars (\$140.00) per calendar year, with proper receipts, to all employees who are required to wear safety shoes **at date of ratification (March 27, 2011). Effective February 1, 2012, the allowance will be increased to one hundred forty-five (\$145.00) dollars. Effective February 1, 2013 the allowance will be increased to one hundred fifty (\$150.00) dollars.**
- (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.

19.07 The Company is to pay five hundred dollars (\$500) per year to the UFCW Training and Education Fund for the life of the Agreement, two (2) weeks after ratification and each subsequent year on February 1st.

ARTICLE 20 - DURATION

20.01 This Agreement shall remain in force and effect from February 1st, **2011, to January 31st, 2014, and until all provisions of the Canada Labour Code have been expended.**

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

The parties further agree to sign the Collective Agreement within thirty (30) days of being ratified by the Union.

Dated this 4th day of August, 2011.

FOR THE UNION

FOR THE EMPLOYER

Larry Luckhardt

Bruce McIntyre

Troy Penny

Peter Downe

Rob Nicholas

Rob Fursman

Mark Bylsma

SCHEDULE "A"

Wages & Classifications

	Effective Feb. 1, 2011	Effective Feb. 1, 2012	Effective Feb. 1, 2013
1st Miller (qualified)	\$ 25.23	\$ 25.74	\$ 26.38
Level 5	\$ 25.00	\$ 25.50	\$ 26.14
Level 4	\$ 24.89	\$ 25.39	\$ 26.02
Level 3	\$ 24.77	\$ 25.26	\$ 25.89
Level 2	\$ 24.64	\$ 25.14	\$ 25.76
Level 1	\$ 24.54	\$ 25.03	\$ 25.66
2nd Miller (qualified)	\$ 23.08	\$ 23.54	\$ 24.13
Level 5	\$ 22.83	\$ 23.28	\$ 23.87
Level 4	\$ 22.74	\$ 23.19	\$ 23.77
Level 3	\$ 22.60	\$ 23.06	\$ 23.63
Level 2	\$ 22.48	\$ 22.93	\$ 23.50
Level 1	\$ 22.37	\$ 22.82	\$ 23.39
Trainee Miller	\$ 21.11	\$ 21.54	\$ 22.07
Cleaner	\$ 21.05	\$ 21.47	\$ 22.01
Lift Truck Driver	\$ 21.41	\$ 21.84	\$ 22.38
Machine			
Operator/Setup	\$ 22.13	\$ 22.58	\$ 23.14
Mixer Operator	\$ 21.58	\$ 22.01	\$ 22.57
Material Handler	\$ 21.11	\$ 21.54	\$ 22.07
Silo Operator	\$ 21.65	\$ 22.09	\$ 22.64
Truck Helper	\$ 21.11	\$ 21.54	\$ 22.07
Certified			
Electrician	\$ 27.27	\$ 27.82	\$ 28.52
Millwright			
Mechanic	\$ 25.23	\$ 25.74	\$ 26.38

Milling Certified Millwright	\$	27.27	\$	27.82	\$	28.52
Laboratory Technician	\$	20.57	\$	20.98	\$	21.51
Truck Driver	\$	22.27	\$	22.71	\$	23.28

Re Millers: (1) the Employer shall pay the employee the higher rate of pay upon the employee's successful completion of the level; (2) the Employer will provide the course to any interested Trainee Miller at no cost to the employee.

Leadhand/Relief supervisor Premium is minimum \$1.00 above the highest rate being supervised.

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 1st, 2011 - 2 % increase (save Commission Drivers).

Effective February 1st, 2012 - 2 % increase (save Commission Drivers).

Effective February 1st, 2013 – 2.5 % increase (save Commission Drivers).

Milling Department: pay increase for 2nd Millers are based on

progression through the 5 levels/modules.

Certified Electrician: employees in this category are certified as a Construction & Maintenance Electrician under the Red Seal Program.

Milling Certified Millwright: the Company will set up Beuhler training for Millwright Mechanics. All costs will be paid by the Company. Successful participants in the training will be reclassified as Milling certified Millwrights. Seniority will be recognized to the extent possible.

Leadhand / Relief Supervisor: the Company may select employees to be a Leadhand / Relief Supervisor and such selection will be made upon consideration of the employee's leadership abilities and communications skills, as well as the factors referred to in Article 12. In addition to their regular duties, a Leadhand / Relief Supervisor may direct activities, assist, be responsible for materials-in-process, or act as leaders of other employees. However, a Leadhand / Relief Supervisor shall not have authority to hire, discharge or discipline other employees. The Company may, in its discretion, discontinue any employee as a Leadhand / Relief Supervisor. An employee who ceases to be a Leadhand / Relief Supervisor shall return to his/her former classification within his/her department in keeping with his/her seniority and qualifications and shall be paid the rate designated therefore in Schedule "A". it is the intent that such employees would normally be used to fill in for and/or assist supervisors on a temporary basis and would be governed by the terms and conditions of the Collective Agreement. The Leadhand / Relief Supervisor will keep his/her scheduled

vacation and floating holidays.

Truck Drivers' Commission will be as follows:

<u>Depart From</u>	<u>Destination</u>	<u>Minimum</u>	<u>13 to 23 tonne</u>	<u>23 - 30 tonne</u>	<u>30 to 36 tonne</u>	<u>Over 37 tonne</u>
Cambridge	Cambridge/Kitchener/ Guelph	\$ 57.50	\$ 3.24	\$ 2.71	\$ 2.34	
Cambridge	Burl./Hamilton/Brant./ Listowel	\$ 62.73	\$ 3.55	\$ 3.44	\$ 3.44	
Cambridge	London/Toronto/Simcoe	\$ 78.41	\$ 4.28	\$ 3.44	\$ 3.44	\$3.27 (Toronto)
Cambridge	Barrie/Niagara Region/Welland	\$ 94.10	\$ 4.60	\$ 4.08	\$ 3.44	
Cambridge	Chatham/Ridgetown	\$ 102.46		\$ 4.23		
Cambridge	Peterborough/Trenton/ Windsor	\$ 133.82		\$ 5.50	\$ 5.50	\$5.23 (Trenton)
Cambridge	Ottawa/Sudbury			\$ 9.44	\$ 9.44	
Cambridge	Montreal			\$ 12.78	\$ 12.78	
Cambridge	U.S.A. - Michigan	\$ 235.24				

Additional:

- 1) Stops: effective With
2nd stop
split load for Bulk Only
\$ 5.00 (per stop)
\$ 50.00
- 2) Bonus: each load after
5th per week
weekend trip total
statutory holiday
\$ 6.50 stat holiday, after 4th per week)
\$ 20.00 Sat &/or Sun
\$ 20.00
- 3) Interior Tanker Drying
\$ 50.00
- 4) Outside Warehouse Run
1 hour
- 5) Minimum payment per
load
\$25.00
- 6) Hourly Rate
(\$22.27/2011 - \$22.71/2012 - \$23.28/2013)

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 #1

BETWEEN

P & H MILLING GROUP CAMBRIDGE

- and -

**UNITED FOOD AND COMMERCIAL WORKERS
CANADA, LOCAL 175**

RE: UFCW CHARITY FUND

The Employer shall deduct from the weekly earnings of each employee, upon written authorization from each employee, fifty (50¢) cents per week and shall, together with a detailed list of the names, Social Insurance Number and amount deducted, remit same by cheques payable to the UFCW Charity Fund before the fifteenth (15th) day of the following month.

Receipt for the total amount deducted per employee in the calendar year will be provided by the Union on, or before February 28 of each year, or noted by the Employer on the employee's T4 slip.

Dated this 4th day of August, 2011.

FOR THE UNION

FOR THE EMPLOYER

Larry Luckhardt

Bruce McIntyre

Troy Penny

Peter Downe

Rob Nicholas

Rob Fursman

Mark Bylsma

LETTER OF UNDERSTANDING #2

BETWEEN

P & H MILLING GROUP CAMBRIDGE

- and -

**UNITED FOOD AND COMMERCIAL WORKERS
CANADA, LOCAL 175**

RE: OVERTIME IN THE MILLING DEPARTMENT

In the event that the Employer determines that employees in the Milling Department are missing an excessive amount of time due to culpable absenteeism, the Employer reserves the right to revert to the following language related to qualifying for over-time payments. The Employer will provide thirty (30) days notice of this change.

For employees in a continental shift arrangement (Milling Department), all work performed on the first scheduled day off and/or in excess of 8/12 in a day (depending on the final format) or 40 hours per week shall be paid at one and a half (1½) times the employee's regular rate of pay.

Exception to this is on the first scheduled day off; overtime of time and one half (1½) shall only be paid when the employee has accumulated forty regular hours of work in the week, or has approved time off (Article 10, 16 and 17) authorized by his supervisor.

Dated this 4th day of August, 2011.

FOR THE UNION

FOR THE EMPLOYER

Larry Luckhardt

Bruce McIntyre

Troy Penny

Peter Downe

Rob Nicholas

Rob Fursman

Mark Bylsma