

SOURCE	Camp		
EFF.	93	01	01
TERM.	95	12	31
No. OF EMPLOYEES	6		
NOMBRE D'EMPLOYÉS	6		

**COLLECTIVE AGREEMENT**

This Agreement, effective the 1st day of January 1993

between

**WILLIAM NEILSON LIMITED HALTON HILLS (Q.C.)**  
(hereinafter referred to as "the Company")

and

**MILK AND BREAD DRIVERS, DAIRY EMPLOYEES,  
CATERERS AND ALLIED EMPLOYEES, LOCAL UNION 647**  
Affiliated with the International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen and Helpers of America,  
(hereinafter referred to as the "Union")

**WITNESSETH:**

It is the desire of the parties to this Agreement to establish, promote and foster a good relationship that will be enduring and of mutual benefit to both the Union and the Company.

It is the essence of this Agreement that there shall be a maximum of co-operation and of help from the employees of the Company to obtain all possible business and expand the operation of this Company and the parties hereto pledge their full support and co-operation in this regard.

**ARTICLE 1 - SCOPE**

1.01 All employees of the Quality Control Department at Halton Hills (Georgetown) save and except supervisors and managers and persons above the rank of supervisor and manager, office, clerical, sales staff and persons covered by existing Collective Agreements.

1.02 The Company agrees that if the existing operations covered by this Collective Agreement, or any part of them, are transferred, moved or otherwise relocated to a location outside the geographic area of the Bargaining Unit, the employees covered by this Agreement shall have their seniority and bidding rights on job vacancies protected subject to the Law. The Company shall notify the Union at least two (2) months in advance of any transfer, move, or relocation.

1.03 The Company undertakes to notify the Union of the acquisition by it of any dairies or the sale by it to other dairies of any part of its business not later than the effective date of such acquisition or sale.

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## **ARTICLE 2 - RECOGNITION**

**2.01** The Company agrees to recognize the Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees Local Union No. 647, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers as the sole Collective Bargaining Agency for all such employees coming within the Bargaining Unit.

**2.02** All employees of the Company covered by this agreement must, after 60 days or 480 hours worked from the date of hiring, become and remain members of the Union in good standing during the life of this agreement as a condition of employment.

**2.03** The Company agrees to contact the Union office regarding hiring employees who are covered by this agreement and to hire unemployed members of Local 647. If a referred member of the Union is, for some reason, not acceptable, such reasons will be discussed between the Company and the Union.

**2.04** The Company further agrees to inform all new employees who are covered by this agreement (including those hired to fill temporary vacancies caused by illness, emergency or any other cause and those hired for the summer vacation period) that Union membership is a condition of employment after 60 days or 480 hours worked from the date of hiring. The Company undertakes to inform the Steward whenever a new employee is hired

**2.05** The Company will give written notice of the names of new employees hired to the Union office monthly via payment of dues submitted by the Payroll Dept.

**2.06** The Company will give written notice of the names of relief staff hired to the Union office monthly via payment of dues submitted by the Payroll Dept.

**2.07** New employees shall be liable to pay the full amount of union dues (excluding initiation fee) for the week in which they are hired. In the first 60 days or 480 hours worked, the Company will deduct the appropriate amounts from their wages and remit the same in accordance with the provisions of Art. 3 hereof, as if they were regular employees. After 60 days or 480 hours worked, all employees must, as a condition of continued employment, become members of the Union in accordance with the provisions of the Union constitution and bylaws. In the case of every employee, the Company agrees to deduct from his date of hiring the full Union initiation fee then in force and to remit the same to the Union office.

## **ARTICLE 3 - CHECK**

**3.01** The Company agrees to deduct, each month, from the pay of each employee an amount equivalent to the Union dues and assessments owing by each employee for Union purposes. The Union shall notify the Company in writing as to the prevailing rates of Union dues and any assessments. The amounts so deducted shall be remitted to the Union no later than the twentieth (20th) day of the month for which the deduction is made.

**3.02** The Company further agrees that in the event of an employee being on vacation at the time of the regular deduction, such deduction shall be made from the employee's vacation pay.

**3.03** In the case of a Union member being off through sickness or injury on the dues deduction pay, his dues shall be deducted from the first (1st) full weeks pay after his return to work, unless the Company is otherwise informed by the Secretary Treasurer of the Union.

ARTICLE 4 - STEWARDS

**4.01** There shall be one (1) Steward to see whether members of the Union and the Company live up to the provisions of this Agreement, and to report any infractions of such provisions and rules to the department head, who shall promptly deal with same.

**4.02** ~~Such~~ Stewards shall be elected by union members in the lab or appointed by the Executive Board.

**4.03** The Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Steward shall report to the Business Agent of the Union any violation of this Agreement. The Steward shall be considered the senior employee in the group in the event of lay-off only.

**4.04** Management shall recognize the Steward and shall inform this person of all lay-offs or discharges and all union personnel changes. This information shall be considered confidential.

**4.05** The Steward shall be allowed time to service any grievance. Representatives of the Union shall be allowed to contact the Steward by asking permission of the appropriate manager.

**4.06** The Union representative, Steward, and Business Agent shall advise the Manager/Supervisor on duty of his presence for access to the Company premises at any reasonable time, to see that the agreement is being complied with. Security procedures must be observed.

**4.07** The Company will supply Union Notice Boards.

**4.08** When the Steward is brought in for consultation by Management at a time after he has completed his normal work day, he shall be compensated for the accumulation of the hours at the appropriate rate of pay.

**4.09** The Company agrees that the Steward shall be paid a regular day's pay for each day or portion thereof at negotiations.

ARTICLE 5 - GRIEVANCE PROCEDURE

**5.01** The Company shall entertain a complaint for alleged breaches of any provision of this agreement. The complainant may approach supervisory personnel for an amicable discussion and solution and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint within three (3) working days.

**5.02** **First Stage** - The employees with their accredited representative shall have the right to discuss at a suitable time, any written grievance signed by the employee stating the article/clause that has been violated with the immediate supervisor of the department within one month of the alleged infraction. This meeting shall be held within three working days of the time at which the grievance is submitted. The Supervisor shall give his written reply within two working days, exclusive of weekends and paid plant holidays. If there is no response to the Company's reply by the Union within two working days, the issue is deemed to be resolved.

**5.03 Final Stage** - Within two working days following receipt of the written response to the first stage. The final stage grievance shall be attended by the appropriate Steward, Grievor and Company Representative. If the issue is still unresolved five working days after this final stage meeting, the party desiring Arbitration shall notify the other party in writing. It is agreed that a single arbitrator would be used for the purpose of resolving differences between the two parties provided that there is mutual consent to this approach. Sole arbitrators will be selected from the designated list of arbitrators. The time limits will hold except where the parties jointly agree to an extension.

**5.04** The Arbitrator shall not have the right to alter or change any provision of this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement except as defined in Clause 5.05. Each of the parties hereto will equally bear the fees and expenses of the Arbitrator. The decision of the Arbitrator shall be final and binding on both parties.

**5.05** Where an Arbitrator determines that an employee has been discharged or otherwise disciplined by the Company for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject of matter of the arbitration, the Arbitrator may substitute such other penalty for the discharge or discipline as to the Arbitrator seems just and reasonable in all the circumstances.

**5.06** It is further agreed that the Union Business Agent and the Company shall have the right to originate a grievance at a time not later than one month from the date of the alleged infraction with regard to any dispute in the interpretation or manner in which the contract is being complied with. The grievance shall specify the area in which the collective agreement is being violated.

**5.07** The application of progressive discipline and all disciplinary procedures shall be administered in the presence of a Steward or a member of the bargaining unit whose function it will be to act as an observer.

## **ARTICLE 6 - RULES APPLYING TO TERMINATION OF EMPLOYMENT**

**6.01** The Company may discharge or dismiss any employee for good cause upon one (1) week's notice or one (1) week's pay in lieu of notice, except that the Company shall have the right to summary dismissal or discharge upon any of the following grounds or similar serious causes:

- (i) Stealing, dishonesty, wilful destruction of Company property or physical violence directed at other employees;
- (ii) Drinking while on duty or being under the influence of liquor or non-prescription drugs while on duty;
- (iii) Direct refusal to obey orders given by the proper party unless such orders jeopardize life, health, or safety of the employee.

**6.02** On any discharge case, the Company shall send the Union within one working day, a copy of the discharge notice, and such notice shall contain reasons for discharge.

6.03 Each employee who desires to terminate his employment must give the Company one (1) week's notice. If he fails to do so, he shall, upon complaint from the Company, be dealt with by the Union.

6.04 Any employee leaving the Company shall be furnished with a reference provided his work has been satisfactory.

### **ARTICLE 7 - ESTABLISHING SENIORITY**

7.01 An updated seniority list shall be posted every six (6) months and verified by the Steward.

7.02 Discharge or resignation of any employee shall constitute a break in service. Seniority shall start anew on re-employment.

7.03 Where an employee having three (3) years of service with a Company having contractual relations with this Union is elected or appointed for a term of office with the aforesaid Union, his seniority shall be protected (the employee's old position not necessarily protected) for a period of five (5) years from the date of his appointment or election and shall be subject to review at the end of four (4) years for a possible extension.

7.04 Where an employee has been transferred or promoted to a position anywhere within the Company's operation he shall maintain his seniority for a period of one (1) year. However, if the position is abolished at any time, he shall be returned to his former job or position equal in pay to the one he left. This shall also apply to members promoted to Management categories.

### **ARTICLE 8 - PROBATIONARY EMPLOYEES**

8.01 New employees shall be considered probationary employees until sixty (60) days or 480 hours have been worked from date of hiring. After sixty (60) days or 480 hours have been worked such employees shall be given seniority credit back to the date of hiring.

8.02 A probationary employee shall be entitled to all provisions of this Collective Agreement except that a probationary employee will not participate in the Welfare Plan as specified in this Agreement (Appendix "C"). It is also understood that the Company will not pay Ontario Health Insurance Plan premiums during the probationary period.

### **ARTICLE 9 - HIRING OF RELIEF STAFF**

9.01 Relief staff may be hired during the summer vacation period (May 1 to Oct. 15), Christmas holidays, March break, to cover maternity leaves and other times subject to the following:

(a) The Steward will be notified prior to the calling in of Relief Staff at times other than those identified above.

(b) Overtime to be offered to Regular staff first, then Relief staff. It is agreed that Relief staff hired as per 9.01 and/or 9.01a) are not subject to any restrictions on scheduled work and will not be considered as denying overtime to hourly staff.

(c) When an employee is unable to report to his assigned shift and must be replaced the following procedure may be applied. Qualified staff may be reassigned, subject to wage appendix "A", to cover the work of the absent employee. If required, overtime may be offered to qualified regular staff either before or after their regularly scheduled shift. If Regular staff declines the overtime opportunity, a Relief employee may work the entire shift or supervisory staff may be used on a limited basis, if a qualified Relief employee is unavailable, provided that they are not denying work to a Regular qualified staff member.

**9.02** Relief staff shall be entitled to all provisions of this Collective Agreement, except as specifically dealt with in this Agreement, and subject to the following:

(a) Relief staff shall be required to serve a sixty (60) day or 480 hours probationary period. Following this period relief staff shall have access to the grievance procedure concerning any alleged violation of this Agreement except a termination based on lack of work.

(b) A relief employee shall not be allowed to accumulate seniority until such time as he is hired as full-time staff, whereupon seniority shall be the date of hire, i.e. the date at which his first term of employment commenced.

(c) Relief staff cannot dispute their number of hours of work. There is no guarantee of full days, weeks, or seasons of work.

**9.03** Relief staff shall receive a probationary rate for the first sixty (60) days or four hundred and eighty (480) hours of their employment with the Company. If the probationary period is satisfied during their first calendar year, they shall be paid the rate for the job during employment in the second year and shall be paid for statutory holidays as specified by the Employment Standards Act of Ontario provided they work the assigned shift before and after the statutory holiday.

**9.04** All employees hired for temporary periods shall be advised of the temporary nature of their job and a copy of such advice shall be supplied to the Union and to the Steward.

**9.05** Relief staff will be required to buy safety boots upon hiring and will receive reimbursement as per Article 17.03 upon completion of the probationary period.

**9.06** Relief staff shall not be entitled to any of the provisions outlined in Appendix "C" nor shall they be entitled to float days or lieu days.

**9.07** Relief staff must have or be in the process of acquiring a University degree or College diploma in an appropriate discipline.

**9.08** Relief staff will be trained properly, as required, in all areas (disciplines) of lab procedure.

## **ARTICLE 10 - LEAVE OF ABSENCE**

**10.01** Leaves of absences of up to six (6) months may be granted for a period of up to six (6) months by mutual agreement between the Company and the Union without loss of seniority.

**10.02** Where definite proof is given of extreme necessity, this leave of absence may be extended by mutual agreement between the Union and the Company.

**10.03** No employee shall be given leave of absence for the purpose of going into other employment outside of the Company, except for full-time employment with the Union of Local 647. It is agreed that fringe benefits will be applied to those employees granted leaves of absence of up to thirty (30) days. Leaves of absence exceeding the thirty (30) day limit shall **not** qualify for fringe benefit coverage.

### **ARTICLE 11 - LAY-OFFS AND RECALL**

**11.01** The junior man, based on total length of service with the Company, shall be the first (1st) person affected **in** the event of a lay-off.

**11.02** Employees laid-off will be recalled in the same order of seniority in which they were laid-off.

**11.03** Employees laid-off through no fault of their own will receive five (5) days notice **of** lay-off or pay in lieu **of** notice.

**11.04** Laid-off employees will be retained on the recall list for one (1) year.

### **ARTICLE 12 - BIDDING & POSITION REQUIREMENTS**

**12.01** Quality Control Technologists must have a University **Degree** or Community College Diploma in a related field.

**12.02** Management will **recognize** the need for training of employees.

**12.03** All bids are to be made in writing on the appropriate form in duplicate, one copy to Management and one copy to the Steward. Senior employees will have the first opportunity of filling such vacancy providing they have the necessary qualifications.

**12.04** All jobs will be posted within the department for a period of three (3) working days, which shall exclude Sunday. No employee's bid will be accepted after the closing time stated on the **job** posting. All permanent vacancies and all new positions are to be posted within twenty-one (21) days. **Successful** bidders will be notified within two (2) working days of the closing date of the job posting and will be placed on the **job** within a period **of** fourteen (14) days. Any employee refusing to accept an **award** after bidding shall lose his bidding rights for twelve (12) months.

**12.05** Employees prior to going on vacation must submit a bid specifying the position they wish to bid **an** while they are **on** vacation.

**12.06** A current Relief employee **who** is qualified, and has completed a successful probation, shall **be** considered prior to a non-union member when a full-time position becomes available.

**ARTICLE 13 - DAYS AND HOURS OF WORK**

**13.01** Five (5) days of eight (8) hours per day or four (4) days of ten hours per day shall constitute a work week.

**13.02** In the event that an employee is requested to work overtime he/she will be paid as follows:

**a)** For those working an eight (8) hour day, hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at time and one-half (1 1/2X) of the appropriate rate and hours worked in excess of **eleven (11) hours** per day shall be paid at double (2X).

**b)** For employees working a ten (10) hour day, hours worked in excess of ten (10) hours shall be paid at time and one-half (1 1/2X) of the appropriate rate, hours worked in excess of **thirteen (13) hours** shall be paid at double (2X).

**13.03** The opportunity to perform overtime work will be voluntary for those qualified down the seniority list.

**13.04** In the event that an employee is requested to work on a Sunday he will be paid double time (2x) for a minimum of eight (8) hours.

**13.05** Employees will have every second Saturday off.

**13.06** Day off. No employee will be asked or permitted to work his day off except in the case of emergency or sickness. **Where an employee works on his day off the first three (3) hours shall be paid at time and one half (1 1/2x). All hours worked in excess of the first three (3) hours shall be paid at double time (2x).**

**13.07** In the event an employee has not completed his normal work week, overtime and premium rates shall be based on his regular hourly rate.

**13.08** All employees shall have a rest period of fifteen (15) minutes twice a day; once in the morning and once in the afternoon.

**13.09** All employees shall have a lunch period of thirty-five (35) minutes.

**13.10** In the event that an employee is requested to work one and one-half (1 1/2) hours overtime, he shall receive a further break of not less than fifteen (15) minutes at the completion of his normal shift.

**13.11** In the event of an employee working in excess of two (2) hours overtime he will receive a meal allowance of six dollars and fifty cents (\$6.50). A second meal break will be provided after another four and a half (4 1/2) hours of overtime with the same allowance paid, or in both instances partake of the meal being provided to the Production department.

**13.12** In the event an employee has reported for work, and as a result of an accident which occurs on the job or Company premises, is required to lose time from the job, the employee shall receive his regular pay for the day on which the accident occurred.



**13.13** If an employee is required to report back to work within ten (10) hours of finishing a regular shift, he will be guaranteed a minimum of eight (8) or ten (10) hours work *at* time and one half (1 1/2~~x~~) for the first three (3) hours and double time (2~~x~~) for the next five (5) hours or time and one half (1 1/2~~x~~) for the first three (3) hours and double time (2~~x~~) for the next seven (7) hours. It is agreed that the employee will be allowed to leave upon completion of eight (8) or ten (10) hours.

If the Company requests the employee to continue working, he will continue at the rate of double (2~~x~~) time. If however, the employee asks to stay beyond the eight (8) or ten (10) hours, and there is work available, he will do so at his regular rate.

**13.14** a) All employees called back to work after leaving the premises on the completion of a regular eight (8) or ten (10) hour shift shall be guaranteed a minimum of four (4) or five (5) hours work at the rate of time and one-half (1 1/2~~X~~) of the employee's regular hourly rate.

b) If an employee is required to start work before the start of his/her regularly scheduled shift, he/she must work all hours of his/her regular shift to be eligible to be paid the appropriate overtime premium for the work performed prior to his/her regular work.

**13.15** The Company agrees to provide a shift schedule one (1) week in advance and agrees that no changes will be permitted during the week so scheduled.

**13.16** If a greater number of hours on a shift starting on Saturday are worked on a Sunday, then all hours worked on Sunday are to be paid at double (2~~X~~) time.

#### **ARTICLE 14 - VACATIONS**

**14.01** Employees with one (1) year of service will receive two (2) weeks vacation with pay.

**14.02** Employees with five (5) years of service will receive three (3) weeks vacation with pay.

**14.03** Employees with ten (10) years of service shall receive four (4) weeks vacation with pay.

**14.04** Employees with eighteen (18) years of service will receive five (5) weeks vacation with pay.

**14.05** Employees with twenty-eight (28) years of service will receive six (6) weeks vacation with pay.

**14.06** Vacation pay shall be calculated on two percent (2%) per week of previous year's T4 slip or one (1) week's pay per week of vacation whichever is greater.

**14.07** Employees with less than one (1) year's service but more than six (6) months will receive one (1) day per month to a total of two (2) weeks vacation.

**14.08** For the purpose of determining vacation the year shall be considered as the first of July of any calendar year; that is an employee would have to be employed for six (6) months previous to July 1 in order to be eligible for vacation in that year.

**14.09** Employees having more than two (2) weeks vacation may take such vacation consecutively before May 1st or after October 15th. Otherwise, they shall be provided with two (2) consecutive weeks during the prime vacation period with the balance during the remainder of the vacation year.

**14.10** Vacation pay shall be paid by separate cheque to all regular employees

### **ARTICLE 15 - STATUTORY HOLIDAYS**

**15.01** It is agreed that New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, plus four floating holidays to be given at a time mutually agreed to by the employee and the Company shall be recognized as statutory holidays and shall be appreciated as days *off* with full pay. Should any employee be required to work on a statutory holiday as stated above, said employee is to be notified one week in advance of the statutory holiday, except in the case of sickness or emergency and he shall receive two times his regular rate plus his holiday pay or a paid day in lieu. The foregoing choice shall be the Employee's. However, if the employee chooses the day in lieu with pay, he must notify the Company within a period of three days of the holiday. Heritage Day to be included as a statutory holiday if declared by the Federal Government. The four floating holidays, added to the nine statutory holidays, provides a total of thirteen paid holidays per year.

**15.02** Employees off on extended illness will receive top-up pay for the statutory holiday providing the employee has performed some work for the Company in the three months prior to the holiday. This provision does not apply to employees receiving WCB benefits nor to those actively employed. Active employees must work their assigned shifts before and after the statutory holiday in order to be paid,

**15.03** Should any statutory holiday occur during the employee's vacation or day off, the employee shall have the choice of a day's pay or day in lieu with pay.

**15.04** If it is necessary for an employee to work a Statutory holiday, the employee will receive one (1) week's notice in advance of the Statutory holiday.

**15.05** Employee requests for single "float days" and/or lieu days off will be granted provided that:

(a) The employee gives 30 days notice.

(b) Float or lieu days will be given on a first come, first served basis and the Company will maintain control over the number of people granted the same day off.

(c) Should circumstances change, the float or lieu day otherwise agreed to may be changed, but only by mutual consent.

(d) If an employee requests a float or lieu day without 30 days notice, the Company will grant the request provided it can do so.

(e) For employees working the alternating five (5) days of eight (8) hours and four (4) days of ten (10) hours, lieu days and float days shall be paid at a rate equal to ten (10) hours.

**15.06** Employees must declare their full holiday schedule including bookings of consecutive float days by the first (1st) of April. Otherwise, seniority rights are revoked. Changes to the Schedule after April 1st will be handled on a first come, time available basis. Vacation has priority over float or lieu days in booking for vacation time off,

### **ARTICLE 16 - UNIFORMS**

**16.01** The Company shall provide each lab employee with seven (7) lab coats per year if required.

**ARTICLE 17 - SAFETY**

**17.01** Ear protection to be supplied as needed.

**17.02** Lab workers are to be part of the Plant Safety Committee.

**17.03** The Company will pay up to seventy-six (\$76.00) dollars. Old boots are to be turned in and any additional pairs of boots required in any calendar year must be authorized by the Department Manager. Probationary employees will be required to purchase the first pair of safety boots and will be reimbursed as per above on completion of probationary period.

**ARTICLE 18 -****18.01 PENSION PLAN**

a) Effective the Monday following the date of ratification the Company agrees to pay to the Milk Drivers and Dairy Employees Pension Plan, the sum of twenty-dollars and fifty cents (\$20.50) per week for all employees covered by this Agreement who have been in the employment of the Company for one (1) year.

Union members hired who are covered by the Pension Plan shall be entitled to payment by the Company from the date of hiring,

b) Each employee entitled to pension payment by the Company under this Agreement shall pay to the Milk Drivers and Dairy Employees Pension Plan the sum of fourteen dollars (\$14.00) per week by means of a payroll deduction,

**18.02 WELFARE PLAN**

a) All new permanent employees shall become part of the Welfare Plan at the completion of their probationary period of sixty (60) days or 480 hours worked. Employees on lay off or leave of absence shall not have welfare contributions remitted on their behalf until they return to work.

b) The Company agrees to provide a Long-Term Disability Programme to commence in the fortieth (40th) week. For Plan description see Appendix "C".

**18.03** a) On re-employment of a former employee, or transfer from a participating company, welfare coverage will be effective the first day the employee starts his new employment, if this transfer or re-employment takes place within sixty (60) days or 480 hours worked.

b) On return from sickness, lay-offs or leave of absence, welfare coverage will also be effective from the day the employee starts his employment.

c) The Company agrees to pay the full premium for each week the employee has money coming to him while absent from work. The premium will then be paid by the Welfare Plan for a period of thirty-nine (39) weeks or for a time to be determined by the Trustees of the Welfare Plan,

#### **18.04 SICK PAY**

The Company's sick pay plan became effective on January 1, 1968 on the following basis:

a) **ELIGIBILITY:** Any employee who has completed one (1) year's service will participate. Employees with less than one (1) year's service will begin to participate in the month following the month in which they complete one (1) year's service.

b) **ACCUMULATION:** Sick pay credits will accumulate at the rate of one-half (1/2) day for each month of active service for all eligible employees.

c) **WITHDRAWALS:** There will be no draw against accrued days in the sick bank unless the employee has established a claim under the Weekly Indemnity Plan. This having been done, he will draw sick pay credits equivalent to the number of working days missed prior to the establishment of the claim, providing he has sufficient days banked.

d) **PAY-OUT:** It is agreed that the Company will pay out any unused sick pay credits at the end of each calendar year. This payment will be made by December 15th of each year. An employee may elect to accumulate sick pay credits to a maximum of two (2) years. A five percent (5%) premium shall be added to the payout.

#### **ARTICLE 19 - SEVERANCE PAY**

**19.01** In the event of technological changes and/or the acquisition of other dairies, the Company agrees to notify the Union of any lay-off due to automation two (2) months in advance of such lay-off, and further to give the the employees affected, sixty (60) working days notice of the impending lay-off.

**19.02** In connection with a lay-off due to the acquisition of other dairies, the acquiring company will give sixty (60) working days notice to any employees who may be laid off.

**19.03** Severance pay to those employees with one (1) year or more of service who are laid-off whether due to automation or acquisition shall be paid at the rate of one (1) week per year of service for service of less than ten (10) years, one and one-half (1 1/2) weeks per year of service for service of less than twenty (20) years, and two (2) weeks per year for those years in excess of twenty (20) years of service.

Payments made as per this formula will be pro-rated for partial years of service.

#### **ARTICLE 20 - GENERAL NOTES**

**20.01** This Agreement shall not take from the employees any privileges they have hitherto enjoyed, except as are specifically dealt with in this Agreement.

**20.02** Any employees receiving at the present time, more than the attached **Schedule** sets forth, shall suffer no reduction in pay.

**20.03** No employee shall be asked or permitted to make any verbal or written agreement which may conflict with this Agreement.

**20.04** Employees are not permitted to engage in any other major occupation or business during the course of their employment.

**20.05** a) In view of the orderly procedure established by this Agreement for settling disputes and the handling of grievances, the Union agrees that there shall not be any strike or picketing during the life of this Agreement.

b) The Company agrees that there shall be no **lock-outs** during the life of this Agreement.

**20.06** The Company agrees that in the event of the dairy having contractual relations with the Milk and Bread Drivers and Dairy Employees, Caterers and Allied Employees Local Union 647, is taken over, the employees of the dairy shall be given credit for the seniority rating they enjoyed with the former Company for the purpose of determining seniority in the group as a whole.

**20.07** It is also agreed that the Wage Summary outlined in Appendix "A", is **recognized** as part of this Agreement.

## **20.08** **BEREAVEMENT**

In the event of a death in the immediate family of an employee covered by this agreement, the Company agrees to grant the necessary time off without loss of pay up to four days. In the event of a death in the **non-immediate** family of an employee covered by this agreement, the Company agrees to grant the necessary time off without **loss** of pay up to one day.

Immediate family shall be comprised of father, mother, spouse (including common-law), children, brother, sister, maternal **and/or** paternal grandparents, father-in-law and mother-in-law.

**Non-immediate** family shall be comprised of, brother-in-law, sister-in-law, spouse's grandparents, **ex-spouse**, and nieces and nephews directly related to employee.

**20.09** Where it is necessary for any employee to be absent from work on Union business, the Company agrees to release such employee for the time necessary at the request of the Union, at no expense to the Company.

**20.10** **JURY DUTY:** Where an employee is called for jury duty or as witness, he shall be paid his full pay by the Company. Such employee will give his jury pay or witness cheque to the Company in return.

**20.11** Management shall retain all rights and privileges of operating its business that are traditional to the operation of an **on-going** business.

**20.12** Union dues will be included on the T4 slips.



**ARTICLE 21 - EXPIRATION AND RENEWAL OF AGREEMENT**

21.01 This Agreement shall become effective as of July 1, 1993 and shall remain in force and effect until December 31, 1995; and thereafter unless not less than ninety (90) days prior to the termination date written notice of termination or of amendment shall be given by either the local Union or the Company, one to the other, by registered mail, and unless not less than ninety (90) days prior to the date of termination the other party, such notice also gives to the other, by registered mail, notice of its conditions and provisions or amendments to the Agreement. Such notice shall be addressed to the Company at the Company's place of business and to the Union at 7 Havis Road, Toronto, Ontario M1S 1A6.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed and the year first above written.

Signed at Halton Hills this Fifth (5th) day of July 1994

FOR THE UNION:

FOR THE COMPANY:

*[Handwritten signature for the Union]*

*[Handwritten signature for the Company]*  
*[Handwritten signature]*

WAGES (GENERAL)

Year one (1) Lump Sum Payment of **One Thousand Dollars (\$1,000:00)**

Year two (2) Lump Sum Payment of Four Hundred dollars (**\$400:00**) payable by separate cheque on the **first pay day** in January **1994**.

Lump Sum Payments will be **prorated** for **all** employees, full-time, **recall and** relief, with **less** than Two Thousand Eighty (2080) regular hours worked in the preceding calendar year. **E.G.** Year one to be prorated **on** regular **hours** worked **in 1992**. Year two to be prorated on regular hours worked **in 1993**.

Year three (3) A two percent (2%) increase applicable to all Wage Appendices. For full **time and relief employees** the increase will be calculated on the pay rates **in effect on December 31, 1992**.

WAGE APPENDIX "A"

<u>Classification</u>	Effective <u>Jan 01/93</u>	Effective <u>Jan 01/94</u>	Effective <u>Jan 01/95</u>
Q.C. Technologist	\$19.03	\$19.03	\$19.41

**A-1 Shift Premium** - forty-two cents (.42) per hour.

**Employees** will receive **the** shift premium if their shift starts at or after 12:00 p.m. or **before 6:00 a.m.**

Q.C. Technologists qualified to perform **inter-disciplinary** work will be paid a premium of **fifty-three** cents (.53) per hour, when assigned work outside their normal discipline.

## **WAGE APPENDIX "B" [COLA]**

All employees covered by this agreement, except relief staff and probationary employees shall be entitled to a cost of living allowance (COLA) based upon the CPI published by Stats Canada. This COLA has been included as part of this contract since Jan. 1, 1975 and is paid on the second pay day of every third month. Payment is made via separate COLA cheque and the amount shall not form part of an employee's applicable weekly or hourly rate as detailed in the wage appendix of this agreement. The COLA shall not be included in the calculation of any other form of pay, allowance, or benefits except as is required by law. Continuation of the COLA formula shall be conditional upon the continued availability of the official CPI. If there is a decrease in CPI, the allowance shall be adjusted downward, but an employee's applicable hourly rate shall not be affected.

The procedures for calculating any increase under the COLA provision shall be as follows: The CPI for March shall be compared to the CPI for the preceding December. The allowance shall be increased by 1 cent for each 0.5 point increase by which the March CPI exceeds the December CPI. This allowance shall be paid in July. The June CPI shall be compared to the March CPI and the allowance payable under the above formula shall be paid in September. The August CPI shall be compared to the June CPI and the allowance payable under the above formula shall be paid in January. The December CPI shall be compared to the August CPI and the allowance payable under the above formula shall be paid in April.

The COLA will not be triggered until the CPI reaches 6.0%. The current maximum payout is \$1.25 per hour while the current payout stands at \$1.175 per hour as of January 1987.

## **APPENDIX "C" - WELFARE PROVISIONS**

### **GENERAL PROVISIONS**

**ELIGIBILITY** - Eligible dependents include the employee's spouse, and unmarried children who are a dependent of the employee or his/her spouse, plus such children who are under age 25 and either a full-time student or totally disabled.

**EFFECTIVE DATE OF BENEFITS** - All employees who have completed an application card are covered on the sixty-first (61st) calendar day or 481st hour worked from the date of employment, or re-employment, if hired or rehired by an employer contributing to the Fund within sixty (60) days of the date the previous employment terminated.

The dependents of said employees are covered on the date the employee is covered, or the date they become dependents, whichever is later.

The application card is available from the Employer, Union or Administrator, and must be submitted by the Employer when the new employee's name is added to the Monthly Contribution Report.

**TERMINATION DATE OF BENEFITS** - If employment terminates for any reason other than retirement, all benefits except Disability Income cease at the end of the month. Disability Income Benefits cease on the last date employed.

### **BENEFITS**

The Company will pay the full costs of the benefits listed below for each employee covered by this Agreement who is a member of the Milk Drivers and Dairy Employees Welfare Plan. The benefits are listed below.



**LIFE INSURANCE** - (Employee Only)

The benefit is provided by a Group **Term Life** Insurance Policy which provides that premium payments are waived, and full coverage remains in force, **up** to age sixty-five (65) in the event of total and permanent disability occurring while insured and before age sixty-five (65). **For** retired employees, coverage will be five thousand dollars (\$5,000.) to age seventy (70) and four thousand dollars (\$4,000.) thereafter.

Employees who terminate employment may convert to an individual life insurance policy, without evidence of good health, by making written application to the Insurer within thirty-one **(31)** days **of** the date employment terminates.

Effective the first of the month following date of ratification (**DOR**), the amount **of** Life Insurance will be thirty thousand dollars (**\$30,000.**).

**ACCIDENTAL DEATH AND DISMEMBERMENT (Employee Only)**

This benefit provides the payment of a principal sum, or part thereof, for losses that occur within three hundred and sixty-five (365) days **of** a causative accident. In the case of **loss** of life, the benefit is payable to the employee's named beneficiary under the Life Insurance **Benefit**; for other losses, the **benefit** is payable to the employee.

**TABLE OF BENEFITS:**

<b>FOR LOSS OF</b>	<b>AMOUNT</b>
Life (In addition to Life Insurance)	Principal Sum
Both Eyes	Principal Sum
Both Hands	Principal Sum
Both Feet	Principal Sum
One Hand and One Foot	Principal Sum
One Hand and Sight of One Eye	Principal Sum
One Foot and Sight of One Eye	Principal Sum
One Leg	<b>3/4</b> Principal Sum
One Arm	<b>3/4</b> Principal Sum
One Hand	<b>1/2</b> Principal Sum
Sight <b>of</b> One Eye	<b>1/2</b> Principal Sum
<b>Both</b> the Thumb and Index Finger of One Hand	<b>1/4</b> Principal Sum

The Principal Sum is the maximum payable for all losses due to any one **(1)** accident. No benefits are payable for **losses** due to intentionally self-inflicted injuries, suicide, declared or undeclared war, full-time service in the Armed Forces, or while a crew member **in** an aircraft.

Effective the first of the month following **DOR**, the Principal Sum **will** be twenty-six thousand dollars (**\$26,000.**).

**SHORT TERM DISABILITY INCOME BENEFIT**  
**NON-OCCUPATIONAL DISABILITIES ONLY (Employee only)**

Commencing on the first (1st) day of examination by a physician for total disability due to an accident, or the fourth (4th) such day for illness, the Plan pays a Weekly Benefit up to the specified maximum benefit period. "Total Disability" means the employee's inability to perform each and every duty of his occupation. Disabilities due to pregnancy are limited to fifteen (15) weeks, unless there are complications. Disabilities separated by less than thirty (30) days of full-time work are considered one (1) disability, unless the subsequent disability is due to an unrelated cause and commences after the employee's return to work.

**Benefits** are not payable unless the disabled employee is losing wages on account of the disability. Therefore, benefits **are** not payable for periods of time during which there are no **lost** wages, such as vacation, leave of absence, etc.

Effective the first of the month following **DOR**, weekly benefit will be four hundred dollars (\$400.00) and to an amount equal to the **UIC** maximum effective January 1, 1990. Maximum benefit period is thirty-nine (39) weeks.

It is understood that the Company **will** bear the total **cost** of providing the above Sickness and Accident Plan in lieu of the Unemployment Insurance Commission programme, therefore the premium credit including the **employee's** portion by the Unemployment Insurance Commission or any governmental source, shall be retained by the Company.

**SEMI-PRIVATE/HOSPITAL BENEFIT - (Employee and Dependents)**

The plan pays the hospital's daily charge for the difference in **cost** between a semi-private room and standard ward. Confinement for non-complicated pregnancies is not covered if conception occurred before the employee was insured.

**AMBULANCE BENEFIT - (Employee and Dependents)**

For necessary ground ambulance service, to or from a hospital, the Plan pays thirty dollars (\$30.00) for each period of Disability (as defined under the Disability Income Plan). **This** amount **is** applicable to the deductible amount of OHIP's Ambulance **Benefit**, and does not duplicate in any way the **OHIP** Ambulance Benefit.

**SPECIAL ACCIDENT BENEFIT - (Employee and Dependents)**

The Plan allows up to three hundred dollars (\$300.00) for certain **services** or supplies received within three (3) months of a causative accident that is not covered by Worker's Compensation Board.

**ELIGIBLE EXPENSES PERTAINING TO SPECIAL ACCIDENT BENEFIT ONLY**

1. Hospital charges resulting from confinement.
2. Medical or surgical treatment or supplies.
3. Diagnostic services.
4. Services of a registered Nurse.
5. Dental X-ray, or examination.

**LONG TERM DISABILITY INCOME BENEFIT - (Employee Only)**

A Monthly Income Benefit of one thousand, eight hundred and fifty dollars (\$1,850.) effective the first of the month following DOR, will be paid to employees who are totally disabled, commencing with the exhaustion of the Short Term Disability Income Benefit provided herein. The employee will be regarded as "Totally Disabled" when the nature and degree of the disability is such that the employee cannot perform each and every duty of any occupation for which he is reasonably suited, having regard for education, training and experience. The benefit is payable as long as the employee is "Totally Disabled", and ceases upon the earliest of death, recovery or attainment of age sixty-five (65). Benefits are not payable for a disability resulting from intentionally self-inflicted injuries, while sane or insane, riots, insurrections or any act of war, or the commission of, or an attempt to commit, any criminal act. If the disability results from mental or nervous illness, the monthly benefit otherwise payable shall be reduced by fifty percent (50%) during any period when the disabled employee is hospitalized.

If the disabled employee is in receipt of a benefit under the Worker's Compensation Act, on account of the same disability, the Monthly Income Benefit otherwise payable under this Plan will be reduced, dollar for dollar, by any amounts payable under the Act.

If a disabled employee is in the "Grey" area between total disability and total recovery, and attempts some form of "light work" under the supervision of his physician, his Long Term Disability Benefit will be reduced by sixty-six point six percent (66.6%) of income derived from such rehabilitative employment for up to two (2) years of such employment. If the employee cannot continue the employment for health reasons, he goes back on his full Long Term Disability Benefit; if he is still so employed after two (2) years, his Long Term Disability Benefit ceases since he is no longer regarded as "Totally Disabled".

During the period which an employee is in receipt of L.T.D. benefits, the Company shall provide, at no cost to the employee, Drug Plan, Dental Plan, and Hospitalization coverages.

**COMPREHENSIVE DENTAL CARE INSURANCE PLAN - (Employee and Dependents)**

**ELIGIBLE EXPENSES**

**-DIAGNOSTIC**

- One clinical examination per period of six consecutive months.
- Tests and laboratory examinations.
- Radiographic examinations and interpretations:
  - (a) periapical and/or occlusal films, one complete series per period of twenty-four consecutive months.
  - (b) up to four bitewing films per period of twelve consecutive months.

**PREVENTATIVE**

- Prophylaxis, limited to two treatments per period of twelve consecutive months.
- topical application of fluoride provided the dependent is under Age 17, limited to two treatments per period of twelve consecutive months.
- one oral hygiene instruction per period of twelve consecutive months.

**RESTORATIVE**

- Amalgam, silicate, acrylic or composite restorations.

**MINOR ORAL SURGERY**

- Removal of erupted teeth and residual roots.
- Removal of tumors and cysts.

### ADJUNCTIVE SERVICES

- Local anaesthesia.
- General anaesthesia, if required.
- Endodontic services, but **excluding** procedures 39510 to 39730.

### PERIODONTIC SERVICES

#### Removable Dentures

- Initial provision of complete** and partial dentures necessitated by the extraction of one or more natural teeth while the person was insured.
- Replacement of existing partial or complete dentures provided the person has been insured **under this benefit** for at least twelve **consecutive** months.
- One denture** adjustment and one denture repair per period of **twenty-four consecutive** months.
- Addition to an existing partial denture necessitated by the extraction of one or more natural **teeth while the** person was insured under this benefit.
- Denture prophylaxis** and polishing.
- Relining of dentures.
- Rebasing of dentures.

ORTHODONTIA, **provided** that the patient is under Age 18 and requires the use of orthodontic **appliances** for prevention or correction of teeth **irregularities** to establish normal occlusion,

### BASIS OF PAYMENT

For all of the above **Eligible** Expenses, excluding Orthodontia, the Plan will pay the amount **charged by the Dentist or the amount** in the **applicable** Ontario Dental Association Fee Guide, **General Practice, whichever is the lesser**, up to a Maximum **Benefit** of \$1,600. per employee and \$1,600. per **Insured Dependant**. Removable dentures are 100% insured with a lifetime **maximum of two thousand dollars** (\$2000). For Orthodontia, the Plan will pay 75% of the **amount charged, up to the aforementioned** Fee Guide, to a Maximum Lifetime Benefit of \$1,500. per person. The O.D.A. **fee guide used shall be :-**

- a) for contract year 1993, O.D.A. fee guide for 1992
- b) for contract year 1994, O.D.A. fee guide for 1993
- c) for contract year 1995, O.D.A. fee guide for 1994

### EXCLUSIONS

No benefit will be payable for:

- Orthodontic** treatment that commenced prior to the effective date of this Benefit.
- Expenses incurred for cosmetic purposes.
- Expenses** covered by any law or public plan, or that result from intentionally **self-inflicted** injuries, or treatment that is clearly experimental in nature.
- Replacement of **dentures** which are lost, mislaid or stolen.
- Replacement of **existing removable** dentures unless they are at least five years old.

## PRE-ASSESSMENT OF DENTAL CLAIMS

Frequently, and particularly if the treatment is costly or complex, more than one method of Dental Treatment is professionally adequate in the circumstances. If the patient is about to incur Dental Treatment, the cost of which will be at least \$300., the employee is required to submit to the Administrator, in advance of treatment being commenced, the Dentist's Treatment Plan, including pre-operative evidence. The Administrator will advise the employee of the services that will be covered, and the amount payable by the Plan, in the event that the treatment is carried out and the employee or dependent is insured when such treatment is provided. In the event that the employee fails to submit the Claim for Pre-Assessment, the Plan will base its payment on the evidence then available, and will pay the least expensive, professionally adequate, mode of dental treatment.

## SUBMITTING A CLAIM

The Dentist has a supply of Official Dental Claim Forms, which when filled out COMPLETELY BY THE EMPLOYEE, may be submitted to Employee Benefit Plan Services for reimbursement. These Forms are to be used for the above Pre-Assessment Service. The Human Resources Department within the Company also keeps a supply of claim forms from Employee Benefit Plan Services which when fully completed by the Dentist and the employee, may be submitted for reimbursement.

### DRUG PLAN - (Employee and Dependents)

The Plan pays the amount charged by a Pharmacist, Dentist, Physician or hospital for prescribed drugs, medicines, sera, injectables, insulin and diabetic supplies, minus twenty cents (.20) for each such prescription or refill thereof. If the one (1) prescription covers more than one (1) order, twenty cents (.20) is deducted from each order (refer to claims procedure on page 29). Patent medicines, vitamins (unless injected) and expenses covered by any other agency are not covered.

### VISION CARE PLAN - (Employee and Dependents)

Effective with prescriptions filled on or after April 25, 1983, the Plan will pay the amount charged by a Dispensing Optician or Optometrist, up to a maximum of one hundred and twenty-five dollars (\$125.00), Bifocals up to maximum of one hundred and fifty dollars (\$150.00), and Trifocals to a maximum of one hundred and seventy-five dollars (\$175.00) per twenty-four (24) consecutive months. Only one claim is allowed per insured person per twenty-four (24) consecutive months, except in the case of children requiring a more frequent change in lens due to progressive myopia, hyperopia or astigmatism. In this case, and provided there is a change in prescribed lens, the above maximums apply each twelve (12) consecutive months.

### CONTACT LENS

If you order contact lens, hard or soft, the lifetime maximum is two hundred and twenty-five (\$225.00) dollars. Once this maximum is reached, your future claims, for regular glasses or contact lens, will be limited to the above twenty-four (24) month maximums.

### EXCLUSIONS

The Plan will not pay for sunglasses, special tints, frame ornamentation or personification, or make any special allowances if your glasses or contact lens are lost, stolen or broken.

**PROVINCIAL GOVERNMENT HOSPITAL AND BASIC MEDICAL PLANS**

The Company will pay the full costs of the Employer Health Tax premiums for all employees.

**How to Claim Benefits**

All claims, except those under the Drug Plan are to be submitted on the proper form, along with appropriate bills or receipts to the Administrator:

Employee Benefit Plan Services  
Suite 600, 300 John Street  
Thornhill, Ontario  
L3T 5W4

General Enquiry Telephone No. 731-1412

**Prescription receipts will be placed by the employees in the prescription drop box. Payments will be picked up, usually within 24 hours, from the receptionist.**

Dental and Visioncare forms for the Employee Benefit Plan Services are available from the Human Resources Department.

**Claim Forms for Disability Income must be submitted through the Employer.** Claim forms can be obtained through your Company Health Centre, Union Office, or the Administrator.

**Submissions of Claims - All claims, except Weekly Indemnity,** must be submitted within ninety (90) days of the date of loss or expense is incurred. Weekly Indemnity claims must be submitted within two (2) weeks of the date a physician is first (1st) consulted for the disability.

**Disclaimer -** It is expressly understood and agreed that the information appearing above is a summary only, and that the eligibility of any person or claim will be governed by the terms of the Insurance Contracts through which the benefits are provided.

**Rate of Weekly Employer Contributions -** Effective with weeks worked on and after ratification, including weeks of paid vacation, the Company will contribute each week for each eligible employee the sum of: "An amount equal to the cost of these benefits and administration, as determined by the Trustees from time to time during the life of the Agreement".

**Administration -** The Employer agrees that the benefits provided herein will be provided through the Milk Drivers and Dairy Employees Local 647 Welfare Trust Fund, and that the required Weekly Contributions will be forwarded not later than the fifteenth (15th) of the month following the month for which the report is submitted.

Contributions will be by cheque made payable to "The Milk Drivers Local 647 Welfare Fund" and forwarded along with the Report to the Administrator,

Employee Benefit Plan Services  
Suite 600, 300 John Street  
Thornhill, Ontario

Letter of Understanding

between

William Neilson Ltd. (Q.C.)  
(the Company)

and

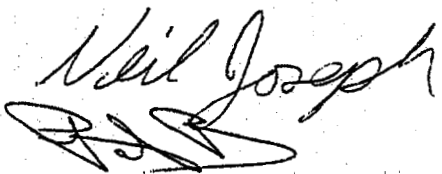
Teamsters Local 647  
(the Union)

in the event that the Q.C. bargaining unit is reduced to three (3) full time employees the Company and the Union agree that:

- a) Full time employees will have two (2) Saturdays off in every three (3)
- b) One (1) qualified relief employee will, where necessary, be employed on Saturday.
- c) The Company will explore the possibility of having full time employees work Monday to Friday and using relief employees to cover any Saturday work.

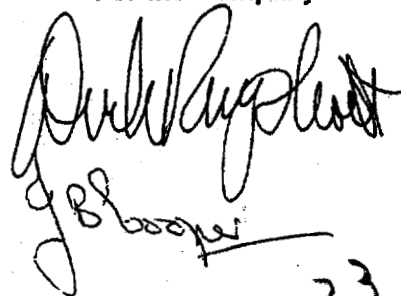
Signed at Halton Hills this Fifth (5th) day of July 1994

For the Union



Neil Joseph

For the Company.



Paul Anglin

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