

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SPECIALTY FOODS DIVISION  
MULTIFOODS INC.  
333 Progress Avenue  
Scarborough, Ontario  
M1P 2Z7**

**- and -**

**UNITED FOOD AND  
COMMERCIAL WORKERS  
LOCAL 1129 P  
AFFILIATED WITH THE  
A.F.L. - C.I.O. - C.L.C.**

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This **AGREEMENT** entered into this **17th day of December, 1998.**

BETWEEN:

SPECIALTY FOODS DIVISION, MULTIFOODS INC.  
333 Progress Avenue, Scarborough, Ontario  
(Hereinafter called "the Company")

- and -

UNITED FOOD AND COMMERCIAL WORKERS,  
LOCAL UNION 1129 P  
Affiliated with the A.F.L. - C.I.O. - C.I.C.  
(Hereinafter called "the Union")

Recognizing that the welfare of the Company and that of its employees depends upon the effectiveness of the business as a whole, and recognizing further that a relationship of good will and mutual respect between employers and employees can contribute greatly to the maintenance and increase of that effectiveness, the parties to this contract join together in the following Agreement.

## **ARTICLE 1**

### **RECOGNITION:**

- 1.01 The Company or its successor, recognizes the Union as the exclusive bargaining agency for the employees of its Scarborough plant as hereinafter defined. The Company will not bargain collectively during the term of this Agreement with any other labour organization affecting these employees.
- 1.02 The term "Employee" as used in this Agreement shall be considered to include all employees of Multifoods Inc., at the City of Scarborough, save and except Supervisor, persons above the rank of Supervisor, fieldsman, maintenance stock clerk, office, laboratory and sales staff, and students hired during school vacation period.
- 1.03 Seasonal employees are eligible for membership in the Union but are not entitled to seniority privileges in Article 14 of this Agreement, but are covered by the provision found in section 14.03.
- 1.04 It is agreed that the Union and its members individually and collectively, will not, during the term of this Agreement, cause, permit or take part in any slowdown or other curtailment of restriction of production or interfere with work in or about the Company's plants or premises.
- 1.05 It is agreed that there will be no strike or lockout of employees affected by this Agreement during the life of this Agreement or during negotiations for its renewal.
- 1.06 In this Agreement the use of a masculine shall be construed as if the feminine pronoun had been used where the context so required.

## **ARTICLE 2**

### **OBJECTIVES:**

- 2.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to define hours of work, rates of pay and conditions of employment; to provide an amicable method of settling differences or grievances which may from time to time arise; to promote mutual interest of the Company and its employees while recognizing the interests of its producers and consumers.
- 2.02 Since maintenance of a good standard of wages and working conditions depends upon sound and efficient operation of the business, the Union agrees to cooperate with the Company at all times:
  - a) to maintain and improve quality of products;
  - b) to avoid waste of products, materials or time;
  - c) to assist in keeping the Company's premises clean and tidy;

- d) to conserve and protect machinery and equipment
- e) in securing punctual and regular attendance at work.

It is recognized by this Agreement to be the responsibility of the Company and of its employees to cooperate fully, individually and collectively, for the promotion of the aforesaid conditions.

### **ARTICLE 3**

#### **UNION SECURITY & CHECK-OFF:**

- 3.01 It shall be a condition of employment that all employees shall maintain membership in the Union during the term of this Agreement.
- 3.02 Any new employee must, as a condition of employment, become a member of the Union and remain a member in good standing for the duration of the present Agreement.
- 3.03 Notwithstanding anything contained in this Article, the Company shall not be required to discharge any employee to whom membership in the Union has been denied or terminated on some ground other than the refusal of such employee to tender the initiation fee and dues uniformly required in order to acquire or maintain membership in the Union.
- 3.04 The Company will deduct Union dues from the pay of each member of the Union. The Secretary-Treasurer of UFCW Local 1129P will advise the company in writing, of the amount of monthly union dues to be deducted. Such deduction shall be made monthly on the 4th payday of each month and the amount so deducted shall be transmitted to the Financial Secretary of the Local Union within twelve (12) days following each deduction. The Company agrees to transmit such deductions to the Financial Secretary of the Local Union on or before the last day of each month.
- 3.05 Whenever a change in the Union dues is made or when special assessments are made, the local Union shall furnish the Company with a written notice duly certified by the proper officers of the Local indicating approval of such change in amount by the membership of the Local as provided by the Constitution and Bylaws of the Union. Such notice of change must be submitted to the Company at least two (2) weeks before the first payday of the month in which the change is effective.
- 3.06 The Union agrees to save the Company harmless from any action growing out of the agreed deductions and commenced by any employees against the Company and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Union.
- 3.07 The Company will provide the Chief Steward with a list of seniority employees'

addresses during the first week of November each year. The Company will endeavour to keep the Union informed of any changes to this list.

## **ARTICLE 4**

### **MANAGEMENT:**

- 4.01 The management and operation of the business and the direction of employees including the right to hire, suspend, lay off, transfer, promote, demote, retire, terminate or discharge employees for just cause including any violation of sections 1.04 and 1.05 of Article 1 of this Agreement, and to establish standards and schedules of production shall be vested solely in the Company, subject only to the provisions of this Agreement.
- 4.02 It is specifically understood that the Company's failure to discipline or discharge an employee for violation of the Company's rules or for other conduct meriting discipline or discharge, shall not be considered a waiver of the Company's rights to discipline or discharge such employee or other employees for similar future conduct or violations, provided, however, the Company will not use this provision arbitrarily.

## **ARTICLE 5**

### **REPRESENTATION:**

- 5.01 The Union agrees to appoint or elect and the Company to recognize one steward, who shall be an employee of the Company with seniority, to deal with matters affecting employees in each of the following departments:
- Production (2)
  - Maintenance
  - Shipping & Receiving
  - Sanitation

A list of these stewards shall be supplied to the Company and kept up to date by the Union in writing.

- 5.02 The Union also agrees to appoint or elect a Plant Committee, not to exceed three (3), all employees of the Company with seniority. A list of Plant Committee members shall be supplied to the Company. The Plant Committee consists of the President, the Vice-President and the Chief Steward of the Union. The Company shall be advised immediately in writing of any change in this list.
- 5.03 Meetings of the plant Committee shall be held at times suitable to the operation of the business, by arrangement between the Plant Manager and the chief

steward or president of the Local Union. The Plant Committee will be paid at their regular rates for time spent during their scheduled working hours meeting, up to Step 4 of the grievance procedure, with management representatives.

- 5.04 Time spent by members of the Plant Committee in attendance at meetings with Management outside of the scheduled hours of work shall not be included when calculating overtime.
- 5.05 The Supervisor may invite the steward, or in his absence the chief steward, to discuss with him matters which may affect the welfare of his department as a whole at least once weekly. Subject to production requirements and within reason, Union stewards will, with the permission of their respective supervisors, be granted time to investigate grievances in their own departments.
- 5.06 The Company or the Union may request a Labour /Management meeting to discuss matters which may affect the welfare of the plant. These meetings should be held no less than once every three (3) months.

## **ARTICLE 6**

### **SETTLEMENT OF COMPLAINTS AND GRIEVANCES:**

- 6.01 Both the Company and the Union emphasize the desirability of a satisfactory grievance procedure, the purpose of which will be to settle grievances promptly. It is agreed that consultation at any step in the following procedure will take place quietly and speedily so that any possible cause of friction may be reduced to a minimum.
- 6.02 A grievance is defined as any misunderstanding or dispute concerning conditions covered by the Agreement.
- 6.03 Alleged grievances shall be dealt with as follows:  
A grievance shall be submitted within five (5) working days from the time an employee reasonably should have been aware of the alleged breach of contract. This time limit may be extended by mutual agreement of the Company and Union.  
The employee shall discuss his grievance with his Supervisor. If he does not receive a satisfactory answer within three (3) working days, or if the complaint affects his rate of pay, he shall immediately notify his steward. If so desired, an employee may invite his steward to be present during this discussion.  
Any grievance not settled in one step must be appealed to the next following step within two (2) days following the Company representatives's decision.  
  
Step 1            The grievance shall be recorded and presented by the steward and/or chief steward to his Supervisor.

- Step 2            If a satisfactory settlement is not arranged with the Supervisor within two (2) working days, the steward and/or chief steward shall present the grievance to the Superintendent or Department Head.
- Step 3            If a satisfactory settlement is not arranged with the Superintendent or Department Head with two (2) working days, the Chief Steward and/or Union President shall present the grievance for a meeting to the Plant Manager or his designate, and the Plant Committee. The business agent of the Union may be called in if desired by either party.
- 6.04    The aggrieved employee or employees may be present during the first 3 grievance steps provided, if so desired.
- 6.05    If either the Company or the Union alleges violation of the Agreement through action of the officials of either, the complaint may be dealt with through the grievance procedure established by this Article, beginning with Step 3, and discussions between the Company and the Union apart from the grievance procedure shall not preclude resort to the grievance procedure later, if so desired.
- 6.06    If an employee is dismissed for any reason whatsoever and feels that he has been unjustly dealt with, he shall promptly notify a member of the Plant Committee who shall, if a grievance is to be filed, notify the Plant Manager or his designate, in writing within three (3) working days of receipt of notice of dismissal. The dismissal shall then constitute a grievance and shall be dealt with according to the grievance procedure as set out above beginning with Step 3 of section 6.03 of this Article. If subsequently it is decided that the employee was unjustly dismissed he shall be reinstated as settled between the Company and the Grievor and/or Union and shall be compensated for all time lost at his regular rate of pay, or granted such lesser compensation as may be deemed fair in the circumstances. In case of suspension or dismissal, the Company will notify the Chief Steward within one working day and provide a copy of any written discipline.

## **ARTICLE 7**

### **ARBITRATION:**

- 7.01    If settlement of any grievance which involves the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitratable, is not reached by the grievance procedure provided in Article 6, the matter in dispute shall be referred by the Union or by the Company not later than thirty (30) days following the meeting provided in Article 6, Section 6.05, to an



Arbitrator.

- 7.02 A decision by the Arbitrator will be final and binding upon the Company and the Union and all employees involved.
- 7.03 The Company and the Union agree each to bear an equal share of expenses incurred.

## ARTICLE 8

### HOURS OF WORK & OVERTIME:

- 8.01 The normal work week shall be forty (40) hours spread over five (5) days, Monday to Friday.
- 8.02 All work performed:
- a) on a Monday, a Tuesday, a Wednesday, a Thursday or a Friday in excess of the normal work week or in excess of eight (8) hours of work shall be paid for at one and one-half times (1½) the employee's straight time rates; and
  - b) on a Saturday shall be paid for at one and one-half times (1½) the employee's straight time rate provided it is not part of the normal work week; and
  - c) on a Sunday shall be paid for at twice the employee's straight time rate.
- 8.03 Regular full time employees on the evening shift shall be allowed to bump seasonal employees performing the same job function on the day shift if, in the Company's sole judgement, the operation will not be adversely affected.
- 8.04 If such notice is not given, employees will be compensated at their regular rate of pay. Layoff shall be of at least one day's duration. This clause not to apply for causes beyond the control of the Company such as fire, flood, power failure or Act of God, or forced shutdown due to strikes at suppliers. Nor will it apply if shutdown caused by lack of fresh vegetables for processing during the period of June 1<sup>st</sup> to October 31<sup>st</sup>.
- 8.05 If an individual employee is asked to change his starting time, 24 hours notice must be given. If such notice is not given, employee is entitled to maintain regular scheduled hours and be paid time and one-half (1½) for any hours worked outside his regular daily schedule.
- 8.06 Employees shall not be required to work more than five (5) hours without a meal period.
- 8.07 The Company agrees to grant a rest period of fifteen (15) minutes duration during each half shift, provided the working time of the half shift exceeds two and one-half (2½) hours. The Union agrees that, except in cases of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that rest periods will not be abused. In case of overtime expected to exceed two and one-half (2½) hours in duration it will be preceded by a paid fifteen (15) minute rest period.
- 8.08 It is agreed that there shall be no multiplication of shift premiums when calculating overtime.

- 8.09 For work at overtime pay, regular employees shall be given preference over seasonal or non-seniority employees provided the Company is satisfied they can perform the work competently.
- 8.10 Overtime will be distributed as follows:
1. To classified seniority employees within the classification where the overtime work is to be performed so that the employees within each particular classification have, on an annual basis, an approximately equal share of overtime assigned;
  2. To employees temporarily assigned to the classification where the overtime work is being performed.
  3. To employees outside of the classification where the overtime work assignment is being performed on the basis of plant wide seniority.
  4.
    - a) To seasonal employees.
    - b) For the purpose of Article 8.10 overtime offered will be considered overtime worked.
    - c) the company shall provide to the union a weekly record of overtime worked as well as overtime offered and refused in the entire plant.
    - d) Employees not at work when overtime is offered will be recorded for equalization purposes, with the overtime hours, as if they had been worked.
    - e) The company and the union agree all hours of overtime worked and refused shall be recorded for the purposes of equalization, irrespective of the classification the overtime hours were worked in.
- 8.11 Except in an emergency, any employees may refuse to report back to work after completing his day's work until ten (10) hours have elapsed.
- 8.12 The Company will allow employees a five (5) minute wash up time at the end of each work day.
- 8.13 The Union recognizes that if through some emergency an employee is unable to report for work, it will be the duty of the employee to notify the Company in reasonable time so that arrangements can be made for replacement.
- 8.14 Effective on Ratification, an employee called in to do emergency work after having completed their regular schedule shift and left the plant premises, or on their regular day off, will be given a minimum of four (4) hours pay at one and a half (1½) times their regular rate.

## ARTICLE 9

### WAGES

- 9.01 Wages for seniority employees shall be paid in accordance with the provisions of Appendix "A" which is attached to this Agreement and which forms a part of it. Changes in job descriptions which affect rates shall not be made until after discussion with the Union. Probationary employees shall be paid no less than fifteen (15) cents below the pay classification of the job performed until seniority is reached.
- 9.02 Maintain the 2<sup>nd</sup> shift premium of fifty-five (55) cents per hour and the 3<sup>rd</sup> shift premium of eighty-five (85) cents per hour. Effective December 17, 2000 the current 2<sup>nd</sup> shift premium of fifty-five (55) cents per hour shall increase to sixty-five(65) cents per hour and the 3<sup>rd</sup> shift premium shall increase from the current eighty-five (85) to ninety (90) cents per hour.
- 9.03 Tradesmen, or other workers with seniority in the plant and mechanical department shall, upon presentation of tools broken or worn out on the job, receive replacement.
- 9.04 The Company shall reimburse operating engineers with seniority for the renewal of the necessary license required in the performance of their duties. Payment will be made upon presentation of receipt of renewal.
- 9.05 When an employee in the bargaining unit is required to temporarily replace a salaried supervisor or clearly assumes additional responsibility normally associated with a lead hand function he shall be paid \$17.700 or an additional (25) cents per hour above the highest pay rate in the classification, whichever is greater, when these duties are assigned for (1) shift or over. Any such assignment will be at the sole discretion of management. This rate shall increase to \$18.00 effective December 17, 1998 and follow Appendix "A". [Red circle current leadhands so as to avoid loss of pay.]
- 9.06 During the period November 1<sup>st</sup> to April 30<sup>th</sup> each year, Tank Farm employees in classification Fork Lift Operator and Heavy Labour B of Appendix "A" shall be paid a premium of twenty-five (25) cents per hour over the rate for the classification to compensate for necessity to work during inclement weather conditions.
- 9.07 Where a seniority employee works at least (20) twenty hours of the regular payroll week, exclusive of overtime, at a different classification he shall be paid for all regular hours worked that week at the rate of the different classification or his regular classification whichever is higher. Overtime hours shall be paid at the rate of the classification worked.

Where a seniority employee works less than (20) hours of the regular payroll week, exclusive of overtime, at a different classification he shall be paid for all those hours worked that week at the rate of the different classification or his regular classification, whichever is higher. Overtime hours shall be paid at the rate of the classification worked.

- 9.08 Effective on Ratification a meal allowance of five (\$5.00) dollars shall be paid to seniority employees who work twelve (12) or more consecutive hours in a shift.
- 9.09 Effective on Ratification, maintenance personnel who obtain tradesman's papers as recognized under the Apprenticeship Act of Ontario will be paid a premium of .20 cents per hour per license over their normal classification rate. Existing maintenance personnel who do not have a license but have been performing this work will receive a premium rate of .20 cents per hour.

## **ARTICLE 10**

### **HOLIDAY PAY**

10.01 The following paid statutory holidays shall be observed:

- a) 

New Years Day	Boxing Day
Good Friday	Civic Holiday
Easter Monday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
- b) Two (2) additional days as determined by the Company will be granted as a recognized holiday during the Christmas season.

10.02 A seniority employee who does not work on a paid holiday shall be paid at the rate of his regular job for the hours normally scheduled for that day, but he shall forfeit his holiday pay if, unless excused by the Company:

- a) he fails to work on a holiday after being scheduled to do so, having agreed to work;
- b) he is absent on the regular work day immediately preceding or immediately following the holiday unless excused on either or both days due to authorized leave of absence, personal illness, or accidents including W.S.I.B. absence;
- c) in addition to preceding conditions, a temporary or seasonal employee must be employed for not less than three months to qualify for statutory holiday pay;
- d) casual or seasonal employees who have been employed for four (4) consecutive seasons shall be paid for statutory holidays occurring during their active service.

- 10.03 An employee required to work on any paid holiday, in addition to holiday pay provided in Section 10.02 of this Article 10, shall be paid for such work at one and one-half (1½) times his regular hourly wage rate.
- 10.04 When a “paid” holiday occurs while an employee is on vacation, he will be paid “holiday” pay in addition to regular vacation pay.

## **ARTICLE 11**

### **AUTHORIZED ABSENCE FROM WORK:**

- 11.01 An employee with seniority summoned to appear for jury duty or required to serve jury duty, or summoned to appear as a Crown Witness, shall be paid the difference between what he would have earned for his scheduled hours at his scheduled rate and the jury fee received. An employee should notify his Supervisor as soon as possible after receipt of notice of selection for jury duty.

The Company will require the employee to furnish a certificate of service from an officer of the Court before making any payment under this Section. The employee will come to work during those regular hours that he is not required to attend Court.

- 11.02 Provided he notified the Company as soon as possible, a seniority employee who is absent on a regular work day to attend the funeral of an immediate relative shall be paid for eight (8) hours at his regular rate of pay for each day of such absence up to a maximum of three (3) consecutive regular work days.

A seniority employee will receive one (1) day's leave with pay when a member of his immediate family dies and the employee is unable to attend the funeral.

For the purpose of this clause an immediate relative shall be one of the following: wife, husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, grandparent. Any employee with extraordinary travel problems may receive additional leave without pay.

- 11.03 When an employee's affairs make it desirable for him to be relieved temporarily of Company duties, a leave of absence without pay may be granted at the discretion of the Management for good and sufficient reasons. A leave of absence will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, or venture into business for himself. It is understood that it shall be considered good and sufficient reason and leave of absence without pay shall be granted to an employee wishing time off for the purpose of handling the affairs of Local 1129P and its parent organization, the United Food and Commercial Workers. Leaves for Union business, however, shall be limited to two (2) at any time and shall not exceed the term of the contract.

From time to time, it may be necessary for the Union to have additional leaves of absences, the Company will make a sincere effort to grant such leaves, and the Union will provide as much advance notice as possible, not less than one (1) week.

- 11.04 **Maternity and Parental Leave:** The Company will provide unpaid maternity and parental leave to eligible employees according to the legislation in Ontario. In order to be eligible for both maternity and parental leave, an employee must have been continuously employed by the Company for at least 13 weeks prior to the expected date of birth. Only natural mothers are entitled to maternity leave.

**Maternity Leave:** An employee must give her immediate supervisor at least two weeks written notice of the day upon which she wishes to begin her leave, and a certificate from her doctor estimating the date of delivery. An eligible employee may begin the maternity leave 17 weeks before the expected birth date. The maternity leave will end after 17 weeks. In cases where an employee wishes to return to work earlier, at least four weeks written notice must be provided.

**Parental Leave:** An employee must provide at least two weeks written notice of the date the leave is to start. An employee who is taking a parental leave in addition to a maternity leave must give written notice of her intent to do so at the time she gives notice of the maternity leave. It is assumed that the parental leave will end 35 weeks after the start of the maternity leave. A parental leave of up to 18 weeks (maximum 36 weeks per family) may be taken by an eligible employee who has become the parent of either a natural or adoptive child. In most cases, a mother must begin the parental leave immediately following the maternity leave. Fathers and adoptive mothers must begin the parental leave no later than 35 weeks after the child is born or first comes into parental care. The parental leave will end after 18 weeks or on an earlier date provided the employee gives the Company at least four weeks advance written notice of their return date.

An employee who resumes their employment after the expiration of the maternity and parental leave will be reinstated to their previous position, if it still exists. If the job has been eliminated, reinstatement will be to a comparable position. An employee will be reinstated at the same wage as prior to the leave, or more, if the earnings would have increased had the employee worked during the leave period. Seniority will continue to accrue.

- 11.05 **Severance Clause:** In the event of a substantial reduction in the work force as a direct result of technological or economic change, which results in the elimination of a complete department or units, severance pay for eligible hourly employees will be granted as follows:
- 1) Employees having less than three (3) years of continuous service shall not be entitled to any severance pay.
  - 2) Employees having three (3) but not more than four (4) years of continuous service shall be paid on the basis of one-half ( $\frac{1}{2}$ ) weeks straight time basic

earnings (based on current earnings) for each and every year of service.

- 3) Employees having four (4) or more years of continuous service shall be paid on the basis of one (1) week straight time basis earnings (based on current earnings) for each year of service.

Severance pay will not be paid for:

- 1) Discharge for cause
- 2) Resignation
- 3) Retirement or death
- 4) Employees who have been on lay-off status for more than three (3) months at the time notice of shutdown of plant or major department is announced.
- 5) If an employee is offered and accepts employment elsewhere with Multifoods Inc. or affiliated companies.

Severance pay, where warranted, shall be in addition to vacation pay due. Payment shall be made in one lump sum or as requested by the employee, provided that the payment shall not be made beyond a twelve (12) month period.

## **ARTICLE 12**

### **SICKNESS & ACCIDENT INDEMNITY BENEFITS:**

- 12.01 The Company will continue to assume the total cost of O.H.I.P. premiums for seniority employees for the duration of this Agreement.
- 12.02 The existing major medical plan, including Semi-Private, will be continued. The applicable deductions will be twenty (20) dollars per family; Ten (10) dollars per single person. Total premium cost to be paid by the Company for seniority employees for the duration of this Agreement. The existing prescription drug plan will be amended to provide 100% coverage of prescription drug expenses as defined in the policy, after satisfaction of the deductible amount.
- 12.03 The existing life insurance plan for each seniority employee will be continued. Effective December 17, 1998, each seniority employee will be covered with a death benefit of \$29,000. The life insurance plan will include dismemberment benefits and will provide an additional \$29,000 in the event of non-occupational accidental death. The employee's life insurance and accidental death and dismemberment benefits will be increased as follows. The premiums for the benefit will be paid by the Company.

Effective December 17, 1999:	\$30,000
Effective December 17, 2000:	\$31,000



Effective December 17, 2001: \$32,000

- 12.04 A weekly indemnity insurance plan will be provided as specified under the contract of insurance between the Company and the Carrier. Benefits will be payable from the first day of a non-occupational accident or hospitalization including previously scheduled out-patient surgery, provided the treatment is medically necessary (hospitalization means the employee must be confined as an in-patient in a hospital because of the disability and room and board charges made) from the fourth day of illness, and up to a maximum duration of twenty (20) weeks, the contract of insurance will provide coverage for an amount of sixty-six and two-thirds percent (66-2/3%) of the employee's basic weekly earnings, up to the current Employment Insurance (E.I.) maximum per week of disability. Total cost of premium to be paid by the Company for seniority employees for the duration of this Agreement.
- 12.05 Dental Insurance Plan which was implemented July 1, 1979, as modified December 1989, to cover seniority employees and eligible dependents shall continue. Effective December 17, 1998 the ODA fee schedule applicable will be 1998. The 1999 ODA fee schedule and each successive schedule thereafter will become effective on December 17 of 1999 and each successive December 17 thereafter. Total premium cost will be paid by the Company.
- 12.06 A Long Term Disability Insurance plan will be provided to each seniority employee. The plan will commence after thirty-five (35) consecutive weeks of total disability. The coverage will be 55% of wages maximum \$1,800 monthly. Total premium cost to be paid by the Company for the duration of this Agreement.
- 12.07 The insured benefits described in this Agreement shall be subject in every respect to conditions and limitations contained in the Company's Group Insurance Policies with the Carrier where such policies are in effect, which alone constitute the agreement under which payments are to be made.
- 12.08 **Vision Care:** Family coverage (for seniority employees) up to a maximum of \$125 per member per 24-month period will be provided upon submission of medical verification. Effective December 17, 1999 the benefit will increase to \$150.00. Effective December 17, 2000 the benefit will increase to \$175.00.
- 12.09 The Company's **Pension Plan** will continue to be made available to seniority employees for the term of this collective agreement. Effective December 17, 1998, the Company will replace the benefit of \$10.00 per month as detailed in the Letter of Understanding dated April 17, 1997 with an additional annual pension equal to the amount determined under (i), (ii), (iii), (iv) or (v) below multiplied by twelve:

- (i) in the case of a regular full time employee who is employed on December 1, 1998 and who retires on or after December 1, 1998 and prior to December 1, 1999, ten dollars per month for each complete year of service prior to November 30, 1998 and after November 30, 1997; and
- (ii) in the case of a regular full time employee who is employed on December 1, 1999 and who retires on or after December 1, 1999 and prior to December 1, 2000, eleven dollars per month for each complete year of service prior to November 30, 1999 and after November 30, 1997; and
- (iii) in the case of a regular full time employee who is employed on December 1, 2000 and who retires on or after December 1, 2000 and prior to December 1, 2001, twelve dollars per month for each complete year of service prior to November 30, 2000 and after November 30, 1997; and
- (iv) in the case of a regular full time employee who is employed on December 1, 2001 and who retires on or after December 1, 2001 and prior to December 1, 2002, thirteen dollars per month for each complete year of service prior to November 30, 2001 and after November 30, 1997; and
- (v) in the case of a regular full time employee who is employed on December 1, 2002 and who retires on or after December 1, 2002 and prior to December 1, 2003, fourteen dollars per month for each complete year of service prior to November 30, 2002 and after November 30, 1997.

The above additional pension is subject to all terms of the Company's Pension Plan including vesting, early retirement and spouse's benefits.

The following are examples for the above:

- 1) If a regular full time employee was hired prior to November 30, 1997 and retired on December 1, 2001 he or she would receive an annual pension of \$624 (thirteen dollars multiplied by twelve by four years) starting at age 65 for his/her life in addition to any regular contributory pension benefit.
- 2) If a regular full time employee was hired prior to November 30, 1997 and retired on November 1, 2001 he or she would receive an annual pension of \$432 (twelve dollars multiplied by twelve by three years) starting at age 65 for their life in addition to any regular contributory pension benefit.

## **ARTICLE 13**

### **VACATIONS:**

13.01 Each employee shall be entitled to an annual vacation according to the following

schedule:

less than one (1) year of worked service:  
one (1) day for each two (2) months worked;  
after one (1) year of worked service:  
two (2) weeks;  
after five (5) years of worked service:  
three (3) weeks;  
after ten (10) years of worked service:  
four (4) weeks;  
after twenty (20) years of worked service:  
five (5) weeks;  
after thirty (30) years of worked service:  
six (6) weeks.

Effective December 17, 2000, "after twenty (20) years of worked service: five (5) weeks; becomes:"after eighteen (18) years of worked service: five (5) weeks;"  
"after thirty (30) years of worked service: six (6) weeks becomes "after twenty-six (26) years of worked service: six (6) weeks."

13.02 Employees will be paid for vacations at a rate of two (2) per cent of the employee's gross earnings for the previous calendar year, per week of entitlement, as follows:

1 or more years service	- 2 weeks -	4%
5 or more years service	- 3 weeks -	6%
10 or more years service	- 4 weeks -	8%
20 or more years service	- 5 weeks -	10%
30 or more years service	- 6 weeks -	12%

Effective December 17, 2000, "20 or more years of service - 5 weeks - 10%"  
becomes "18 or more years of service - 5 weeks - 10%" and "30 or more years of service - 6 weeks - 12% becomes "26 or more years of service - 6 weeks - 12%.

13.03 An employee who ceases to be employed by the Company shall be entitled to vacation pay as determined by the Employment Standards Act of the Province of Ontario or unless he is discharged for cause and discharge upheld, as determined by this Agreement, whichever is greater.

13.04 Vacation will, as far as possible, be granted for the period selected by the employee, but final allocation of vacation periods is left to the Company in order to ensure orderly operation of the plant. Vacations will not normally be taken between July 15, and September 30 but the Company will make a sincere effort to grant requests of individual employees to recognize special circumstances as required.

13.05 Every employee shall take his vacation in the vacation year in which he becomes

eligible for it. Vacation period shall not be accumulated from year to year.

13.06 Vacations are to be scheduled as provided in 13.04 above and employees will receive vacation pay at the time of vacation. In the event of a scheduled plant shutdown, an employee may advance his vacation to coincide with the shutdown. If work unbeknown to employees at time of advancing vacation becomes available at shutdown, employees may revert vacation period to original schedule.

## **ARTICLE 14**

### **SENIORITY:**

14.01 Seniority employee shall be an employee who has completed his probationary period.

14.02 Probationary employee shall mean an employee, other than seasonal, with less than sixty (60) consecutive working days of service. A probationary employee may be terminated by the Company at any time before he/she acquires seniority status; providing however, probationary employees shall have access to Article 6 and 7 if, prior to their probationary period, they accumulate 1000 hours or more of service as a seasonal employee.

14.03 a) Seasonal employee shall mean an employee who is hired between April 1<sup>st</sup> and November 15<sup>th</sup> and is hired as a temporary employee. Seasonal employees who are retained after November 15 shall be granted credit for their service and will become seniority employees in accordance with this Article. Seasonal employees will be laid off and recalled in accordance with the number of hours worked.

b) Seasonal employees will be given first consideration based on the number of hours worked, skill, ability and physical capabilities to do the work required when a full time position occurs.

c) Employees who are hired to work within the May 15<sup>th</sup> through the September 15<sup>th</sup> time frame will be known as Student Rate Employees and will be paid the student rate referred to in Appendix A.

14.04 An employee with seniority status who is excused from work by the Company for illness, accident, pregnancy or leave of absence to accept a temporary position with the Union, shall continue to accumulate seniority during such absence.

14.05 An employee's seniority shall be considered to be broken with seniority rights forfeited if he:

a) voluntarily leaves the service of the Company;

b) is dismissed or retired;

c) fails to return to work when recalled, within forty-eight (48) hours of notice

to return, delivered to the address he has filed with the Company, unless he has permission from the Company to delay his return up to a period of seven (7) days from the date of his original notice to do so;

- d) is absent for two (2) consecutive days without permission of the Company;
- e) is laid off for a continuous period exceeding twelve (12) months.
- f) accepts other employment while on a leave of absence without prior approval from the Plant Manager or his designate.

14.06 An employee shall not accumulate seniority during a period of layoff but upon return to work within the limits provided in this Article, shall be credited with seniority status he had at the time he was laid off.

- 14.07 a) If an employee who has acquired seniority status is promoted to a position outside the bargaining unit within 60 working days and is subsequently returned to the bargaining unit, then, for the purpose of calculating seniority, the employee shall be treated as though they had been in the bargaining unit during the period of promotion.
- b) After a 60 day period the employee shall no longer belong to the bargaining unit and their seniority will no longer prevail.

14.08 In the event of a layoff or reduction of staff in a particular classification, employees in the classification with most plant seniority will have preference for the work available in the classification.

A seniority employee displaced from his classification may displace an employee with less plant seniority provided that the employee who is to be retained has the skill, ability and physical capabilities to do the work required.

Classification number is that assigned to each pay classification outlined in Appendix "A".

14.09 If an employee having plant seniority is laid off, he may choose between exercising his rights under Article 14.08, with due consideration being given to skill, ability and physical capabilities to do the work required, or taking a layoff.

14.10 If an employee is laid off he shall indicate on a form provided by the Company his desire to return to work at any job available, as outlined in paragraph 14.08, or his desire to return to work at certain specific jobs.

14.11 A plant seniority list shall be posted by the Company in the plant and revised every six (6) months. The Company shall provide the Union with plant seniority lists by plant seniority and classification by plant seniority, and revise such lists every six (6) months.

14.12 A department will be increased as follows:

**FIRST**, by calling back to their previous classification, when there is a vacancy, those employees having seniority who are working in other classification, based on plant seniority within the classification.

**SECOND**, by calling back, in order of reverse layoff to their previous classifications, where there is a vacancy, those employees who have temporarily been assigned to other classifications or who are in a layoff status.

14.13 Job Posting:

- a) When a classification in the bargaining unit becomes permanently vacant, the job opening shall be posted for three (3) days. Senior plant employees shall be given preference provided however, that any employee who claims to have a right to fill a vacancy due to his seniority must have the skills, ability and physical capabilities to do the work required. The Company shall provide a copy of job postings as well as the name of the successful applicant to the Union.
- b) When exercising its right to make temporary assignments, the Company will endeavour, subject to the requirements of the operation, excluding fresh pack, to rotate such seasonal job assignments based on seniority among interested employees.
- c) Employees who accept posted temporary assignments shall remain in the assigned temporary position for the duration of the season. This shall cover regular hours only. It is understood that the training period still applies.

- 14.14 a) On seasonal shutdowns, vacation shutdowns, or maintenance shutdowns, any displacement of staff within the affected department will be based upon plant seniority within that department, unless the shutdown is of more than two (2) weeks duration. In such a case, displacement of staff shall be based on plant seniority provided employees so retained have the skills, ability and physical capabilities to do the work required.
- b) During seasonal shutdowns, requests for additional help for the operating departments will be posted, and selection will be made according to Plant seniority, provided employees have the skill, ability and physical capabilities to do the work required. A list of employees selected will be given to the chief steward.

## **ARTICLE 15**

### **GOVERNMENT REGULATIONS:**

- 15.01 It is mutually agreed that no demand shall be made by either party to this Agreement upon the other party which in any way contravenes laws, orders, or regulations issued by, or under authority of the Government of Canada, or that of the Province of Ontario, or such agency as may be deputized by either of such Governments from time to time in regard to wages, bonuses, hours, conditions of labour and other related matters.

## **ARTICLE 16**

### **UNION NOTICES:**

- 16.01 During the life of this Agreement, the Company agrees to permit Union officers, who are employees of the Company, to put notices of Union meetings or of other matters of interest to Union members, upon bulletin boards to be provided for such purposes, provided all such notices are to be first approved by the plant manager, or his designated representatives. The Union agrees to refrain from distributing any other notices or publications upon the Company's premises.

## **ARTICLE 17**

### **SAFETY AND HEALTH**

- 17.01 The Company shall make reasonable provision for the safety and health of employees during working hours and employees shall be required to use protective guards on machinery and other devices deemed necessary to properly protect employees from injury, as provided by the Company.

The Company will continue to provide for a joint Labour/Management Health and Safety Committee which shall normally meet once every month to discuss and make recommendations regarding matters pertaining to the Health and Safety of the Employees.

- 17.02 a) The Company will make available working clothes for each regular employee. Effective December 16, 1987, each regular employee will receive two (2) new sets of uniforms per year (not later than May 1).  
Regarding laundry - Classification Light Labour will continue as present while all other classifications will receive two (2) personalized changes per week.

- b) Gloves and outside clothing suitable for working conditions outside the plant will be issued by the Company as required and the employee will be responsible for returning apparel so issued to the Company before receiving a fresh issue.
- c) All seniority employees actively at work shall receive a safety shoe allowance of \$150.00 per year. This allowance shall be paid during the month of January of each year. Seniority employees who are absent during the month of January will receive the shoe allowance on their return to work for that calendar year. Employees who attain seniority shall receive the shoe allowance at that time.
- d) Supply of suitable aprons and gloves will be kept on hand for use of employees as required.
- e) October 1, 1989 the Company will issue new coats to "Heavy Labour A" seniority employees in the following job functions:
  - Preparation Line 1 Operator
  - Preparation Line 2 Operator
  - Preparation Line 3 Operator
  - Preparation Line 4 Operator
  - Sanitation (the garbage removal function)
  - Fork Lift Operator (Glass Feed)
  - Fork Lift Operator (Tank Farm)

It is understood that these coats will be returned by May 1<sup>st</sup> every year to management for washing, storage and replacement if necessary.

17.03 All employees will be required to wear hair nets during working hours, as issued by the Company.

17.04 An employee injured while working at the plant, who becomes a W.S.I.B. (Workplace Safety and Insurance Board) time lost case, shall not suffer any loss of earnings for any time he would have worked on the day of the injury.

## **ARTICLE 18**

### **SUPERVISOR WORKING:**

18.01 Supervisors and those above the rank of Supervisor shall not perform work normally done by members of the Bargaining Unit, except for purpose of instruction, experimentation, or emergency work.



## **ARTICLE 19**

### **DURATION OF AGREEMENT:**

- 19.01 This Agreement shall remain in full force and effect, from the date hereof until the 16th day of December 2002, and shall thereafter automatically renew itself from year to year, unless a notice of termination or amendment is given by either party to the other in writing at least sixty (60) days before the expiry date of the Agreement. If notice of amendment is acknowledged, this Agreement shall remain in force during the period of negotiation.
- 19.02 In signing the foregoing Agreement, the parties hereto recognize that no rigid rules can of themselves secure mutual cooperation, which both parties agree, is essential alike to the welfare of the business and that of the employees.
- 19.03 It is therefore of paramount importance to all concerned that the spirit of this Agreement be followed as faithfully as the written terms.
- 19.04 With this in mind, the parties hereto pledge their best endeavour to carry out the provisions of the Agreement in a spirit of goodwill, tolerance and understanding.

**APPENDIX "A"**  
**WAGE CLASSIFICATION**

"Employee with seniority" shall be classified and paid in accordance with the following schedule. **Straight Time Rate Effective:**

	<b>Dec. 17, 1998</b>	<b>Dec. 17, 1999</b>	<b>Dec. 17, 2000</b>	<b>Dec. 17, 2001</b>
Light Labour	15.35	15.70	16.10	16.55
Heavy Labour "A"	16.54	16.89	17.29	17.74
Heavy Labour "B"	16.69	17.04	17.44	17.89
Packer/Operators	17.36	17.71	18.11	18.56
Sanitation	17.36	17.71	18.11	18.56
Pouch Line Operator	17.76	18.11	18.51	18.96
Fork Lift Operator	17.78	18.13	18.53	18.98
Receiver/Shipper	18.42	18.77	19.17	19.62
Kettlemen	18.73	19.08	19.48	19.93
Assistant Kettlemen	17.67	18.02	18.42	18.87
Maintenance "B"	18.38	18.73	19.13	19.58
General Maintenance	19.37	19.72	20.12	20.57
Painter	19.37	19.72	20.12	20.57
Assistant Painter	18.38	18.73	19.13	19.58
Tradesman	20.26	20.61	21.01	21.46
Leadhand <sup>1</sup>	18.00*	18.35*	18.75*	19.20*
Seasonal	12.20	12.20	12.35	12.35
Student Rate	8.25	8.25	8.25	8.25

<sup>1</sup> **See Article 9.05**