

AGREEMENT

between

KRETSCHMAR INC.

and

UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION,  
A.F.L.-C.I.O.-C.L.C., Local 1000A

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**THIS AGREEMENT made as of the 2<sup>nd</sup> day of December, 2001.**

**BETWEEN:**

**KRETSCHMAR INC.,**  
hereinafter called the "Company"

**AND:**

**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,  
LOCAL 1000A,**  
hereinafter called the "Union".

The Company and the Union hereby agree as follows:

## **ARTICLE I – RECOGNITION**

1.01 The Company recognizes the Union as the exclusive bargaining agent of all employees of Kretschmar Inc. in the Municipality of Metropolitan Toronto, save and except foreperson, persons above the rank of foreperson, office and sales staff.

1.02 While persons who are not members of the bargaining unit, from time to time perform work in the Company's Plant, the Company agrees that there will be no extension in this work performance beyond current practices and shall include work required for:

- (i) Show and Tell,
- (ii) Safety Instructions,
- (iii) Accident or Illness,
- (iv) Work performed with authorized permission from a Divisional Officer or the Union Office,
- (v) The Quality Control Department.

1.02 (b) The Company agrees that for any violation of Article 1, it will pay a penalty of One Hundred Dollars (\$100.00).

1.02 (c) In the event of the closing of a department, the Company will notify the Union of such closing sixty (60) days prior to such closing taking place.

1.03 (a) It is understood that part-time employees may be required to perform plant work. They shall come under all pay provisions in this Agreement. The hourly rates of pay are set out in Article 10 of this Agreement. The number of part time employees who may be employed is limited to 20% of the number of full time employees in the bargaining unit covered by this Agreement. Such employees shall come under the provisions of Article 12 of this Agreement. In addition to the foregoing, only articles 2.03, 2.04 (except g), 2.10, 3, 4.01, 4.03, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 21, 23, (23.04 and 23.06 upon the completion of one (1) year's service), and 24 shall apply to part-time employees.

- 1.03 (b) The Company shall indicate on a check-off form employees who are part-time employees and they shall not interfere with the seniority rights of full-time employees.
- 1.03 (c) Part-time and student employees will not be employed until all laid-off who have recall rights and who have the ability and qualifications to perform the available work have been extended a recall. The Union agrees that anyone refusing *two* (2) days' work or less, without reasonable cause, can be by-passed on recall for future available work of the same duration.
- 1.04 It is understood that student employees may be required to perform plant work. They shall come under all pay provisions of this agreement. The Company may employ a maximum of 35 student employees, for summer and other school vacation periods. Student employees will not acquire seniority rights or recall rights and may be terminated at the sole discretion of the Company at any time.

The hourly rates of pay are set out in Article 10 of this agreement. In addition to the foregoing only Articles 2.02 (b), 2.03 (b), 3 (except 3.01 (c)), 4.01, 4.03, 10, 12, 13, 14, 15, 16, 17, 21, 23 (except 23.04, 23.06 and 23.07).

## **ARTICLE 2 - SENIORITY**

- 2.01 Regular employees shall not acquire seniority rights during a probationary period of fifty (50) worked days of accumulated service, unless a longer period is mutually agreed upon by the Union and the Company and such agreement will not be unreasonably withheld. This shall be called the probationary period and shall apply to newly hired employees. However, if an employee **is** continued in employment after such period, seniority shall commence from the commencement of such continuous employment. The Company will endeavour to give probationary employees the necessary training to acquire the skill required and to review their performance after twenty-five (25) worked days in the presence of a Union Representative, and if necessary extend the probationary period long enough to allow the employee to acquire the necessary skills.
- 2.02 (a) In lay-offs, recall after lay-offs, transfers and demotions, seniority shall be the governing factor, provided the senior employee has sufficient ability and qualifications to perform the work. It is agreed that in these circumstances senior affected employees may displace junior employees regardless of class provided they possess the sufficient abilities and qualifications to perform the work. Seniority shall be exercised on an overall basis within the Company's plant for full time employees and on a departmental basis for part-time employees. For the purpose of a part time lay off all part timers shall revert to their department of hire. Part timers leaving work prior to the completion of their shift on a day to day basis shall not be considered to be a lay off.
- 2.02 (b) All students, probationary employees and part-time employees shall be laid-off prior to the lay-off of a full-time employee. A list of employees to be laid-off will be provided to the local union Executive, concurrent with the notice of lay-off being issued.

- 2.03 (a) Seniority records shall be posted and made available to the Secretary-Treasurer of the Union on a quarter annual basis.
2. 03 (b) The Company agrees to forward to the Union Office listings of all hires and terminations on a monthly basis for the preceding month.
- 2.04 The seniority rights of an employee shall be terminated and the employee shall be terminated from the Company, if the employee.
- (a) voluntarily leaves the employ of the Company;
  - b) **is** discharged for cause;
  - (c) is absent from work for more than three (3) working days without reasonable cause and without having obtained a prior leave of absence;
  - (d) is absent from work for more than three (3) working days because of sickness or disability without having notified the Company, unless his failure to notify the Company is for reasonable cause;
  - (e) is absent from work because of sickness or disability for more than three (3) working days and fails, without reasonable cause to produce **a** certificate from a duly qualified medical practitioner verifying such absence from work due to sickness or disability, when so requested by the Company. Such certificate showing satisfactory cause of absence from work shall be recognized as sufficient reason for the absence;
  - (f) fails to return to work after a lay-off within seven (7) days of the delivery by registered mail of Notice of Recall to his last address on file with the Company;
  - (g) fails to return to work upon the conclusion of a leave of absence without reasonable cause;
  - (h) fails to take a medical examination by **a** duly qualified Company appointed medical practitioner when asked to do so by the Company;
  - (i) is not recalled to work when laid-off due to lack of work, his name shall be retained on the seniority lists for a minimum of six (6) months up to a period equal to his seniority at date of lay-off up to a maximum of twelve (12) months.

2.05 If an employee is absent from work because of sickness or disability, he shall not lose seniority rights except as provided in paragraphs 2.04(d) and (e) of this Agreement, When such an employee returns to work, he shall be returned to the position that he held prior to his absence, provided that he possesses the ability and physical fitness to perform the requirements of the job.

It is understood that in these circumstances such an employee, who returns to his position, shall displace the most recently appointed employee to the classification in question.

The Company agrees that it will recognize the accumulation of the seniority of an employee who is absent from work due to sickness, accident or compensation upon his return to work.

2.06 Employees who are promoted to positions not covered by this Agreement shall retain their seniority after promotion for a period of six (6) months. If demoted or transferred to a position within the bargaining unit within this six (6) month period, the time served outside the bargaining unit shall be included in his seniority. If such employee requests to return to the bargaining unit, within the six (6) month period, he shall be permitted to do so.

2.07 Employees permanently transferred or demoted because of department closings or because of the return of persons outside the bargaining unit to the bargaining unit, as permitted in paragraph 2.06 of this Agreement, shall retain their former rate for a period of eight (8) weeks. Those affected by the return of persons to the bargaining unit shall return to the position previously held.

2.08 Persons outside the bargaining unit returning to the bargaining unit, as permitted by paragraph 2.06 of this Agreement, shall return to a position no higher than their former position in the bargaining unit.

2.09 An employee who notified the Company of his intention to terminate his employment shall be permitted to work for one (1) week subsequent to such notice, provided his work continues to be satisfactory or the Company may choose to pay the employee a week's pay subsequent to the notice and terminate his employment.

2.10 A part-time employee who becomes a full-time employee will not be required to serve the full-time probationary period and will be given seniority credit of fifty percent (50%) of his part-time seniority up to a maximum of one (1) year. He will receive the greater of his part-time rate or the rate which his full-time seniority credit gives him and shall proceed from that point in the full-time wage progression.

### **ARTICLE 3 - HOURS OF WORK**

- 3.01 (a) (i) The basic work week for full-time employees shall consist of a five (5) day, 40 hour week, made up of five (5) days of eight (8) hours each, Monday through Friday.
- (ii) A second shift made up from volunteers or new hires may be scheduled, Tuesday to Saturday, for the following departments. Shipping, Manufacturing Services and Maintenance.
- (iii) A third shift may be scheduled for the Maintenance department Wednesday to Sunday.

Shifts outlined in (ii) and (iii) apply only to volunteers and new hires.

A premium of eighty (80) cents per hour will be paid, in addition to the regular hourly rate for all hours worked on Saturday or Sunday for the Tuesday to Saturday and Wednesday to Sunday Shifts. All other applicable premiums and overtime rates apply for all employees.

In the event that the Company wishes to implement any change in the present working schedule, it is agreed that the Union will be consulted.

- 3.01 (b) With the exception of the unpaid meal period which shall be one-half (1/2) hour in duration, daily hours of work shall be consecutive. Employees are expected to be at work on time. Failure to do so could result in disciplinary action.
- 3.01 (c) Regular employees shall be given as much notice as reasonably possible but not less than two (2) days notice of temporary change in their regular working schedule, prior to such change being implemented, except in the case of sickness, accident, bereavement or major fire or flood and five (5) working days notice of permanent change in regular working schedule shall be given prior to such change being implemented. In the event it is necessary to implement shift changes, shift preferences will be granted by seniority.
- 3.01 (d) In order to provide that all maintenance staff are capable of servicing all plant equipment for the purposes of vacation relief and increased maintenance needs it is recognized that shift and or schedules of the maintenance department may need to be rotated. An evening shift may also be required. The company agrees to discuss its needs with the union prior to implementing any shift and/or schedule changes in order to attempt to arrive at a mutually satisfactory schedule.
- 3.02 (a) The Company agrees to pay employees for all hours worked in excess of or outside of the daily or weekly schedule at the rate of time and one-half (1/2) of the standard rate of pay. Overtime work shall be on a voluntary basis. However, since a reasonable amount of overtime is necessary for the efficient operation of the Company business, the Union agrees to encourage employees to co-operate with the Company by working a reasonable amount of overtime to meet the plant requirements. In the event the Company is unable to obtain a sufficient number of volunteers by seniority, in accordance with the sequence set out in 3.02(b) the Company shall have the right to require during the months of May, June, July, August, September by reverse plant seniority a sufficient number of employees to a maximum of 10% of the number of full-time employees in the bargaining unit covered by the Agreement who are capable of performing the overtime work required.

During the months of October, November, December, January, February, March and April the Company shall have the right to require by reverse plant seniority a sufficient number of employees to a maximum of 20% of the number of full-time employees in the bargaining unit covered by this Agreement who are capable of performing the overtime work required.

No employee will be required or scheduled under any circumstances to work overtime, while there are employees on lay-off unless the Company has gained the concurrence of the Union and such concurrence will not be unreasonably withheld.

- 3.02 (b) Overtime is to be offered to full-time employees before part-time employees, provided the full-time employees possess the immediate skills and qualifications required to do the work. Notwithstanding the provisions of Art. 3.02(a), the sequence for meting out overtime opportunities will be first, to full-time volunteers by line, then by department and then by plant, then to part-time volunteers by line, then by dept. and then by plant. Then overtime will be mandatory assigned to part-time employees, in reverse seniority by line, then by department and then by plant and finally mandatory in reverse seniority to full-time employees by line and then by plant.
- 3.03 (a) Subsequent to 3.02(b), a list of those employees, by name and clock number, who are scheduled to work Saturday, Sunday or statutory overtime, shall be posted by 1:00 p.m. on the last regularly scheduled shift prior to the overtime opportunity.
- 3.03 (b) Those employees who are required to work on a Saturday will be paid for all hours worked on Saturday, at time and one-half (1 1/2) their standard rate of pay.
- 3.03 (c) Those employees who are required to work on Sunday will be paid for all hours worked on Sunday at two (2x) times their standard rate of pay.
- 3.04 Regularly scheduled hours will be in one (1) minute segments and persons to be docked will be docked in one (1) minute segments. Overtime will continue to be paid in one (1) minute segments.
- 3.05 Employees shall not be given time off to avoid the application of overtime rates.
- 3.06 Employees shall receive two (2) paid fifteen (15) minute rest periods in a full shift, one in each half shift.
- 3.07 Where two (2) hours or more of overtime is contemplated, the Company will, where possible, give the employees at least two (2) hours' notice before the completion of their regular shift.

Where less than two (2) hours' overtime is involved, every effort will be made by the Company to give the employees as much notice as possible.

- 3.08 Any employee required to work one or more hours of overtime shall receive a paid, fifteen (15) minute break period.



## ARTICLE 4 - NOTICE OF ABSENCE AND LEAVE OF ABSENCE

- 4.01 (a) Employees are expected to attend work regularly. When unable to report, the Foreperson, or in the event the foreperson is unavailable, a member of management must be notified, as soon as possible, giving the reason why the employee is unable to report, when he expects to return to work and how the Foreperson can call him relative to his absence. An employee, who fails to give such notification, may be subject to disciplinary measures, unless his failure to notify the Company is for reasonable cause. If the employee's reason for absence is sickness or accident and the Company requires a second medical opinion, the Human Resources Department may require the employee to be examined by a Company appointed duly qualified medical practitioner upon his return to work. It shall be the duty of all employees to notify the Company without delay of any changes in their addresses and telephone numbers and any change in their marital status.
- 4.01 (b) If the employee's reason for absence is sickness or accident (other than compensation) and the absence is for longer than three (3) weeks, the Human Resources Department may require the employee, in writing, to be examined by a Company appointed duly qualified medical practitioner. If a second opinion is asked for, further contact with the employee shall be restricted to the appointed medical practitioner.
- 4.02 The Company may grant leave of absence without pay to any employee for legitimate reasons. Such permission and request are to be in writing on the standard leave of absence request form, two (2) months in advance, except in an emergency. The Company reply to the request for leave of absence will be given within two (2) weeks of the receipt of the employee's request. When leave of absence is granted, there shall be no loss of seniority. A claim that the Company withheld permission without justification may be the subject of a grievance and processed accordingly. Any leave of absence in excess of one (1) day granted in conjunction with the employee's vacation will be deemed to follow his vacation period. When an employee requests a leave of absence of one (1) day, the Company reply to this request will be given by the end of the next shift.
- 4.03 (a) A female employee may be granted leave of absence without pay for pregnancy. During such leave of absence, wage adjustments under the automatic progression schedule shall cease. She shall return to work not earlier than six (6) weeks, unless the provisions of paragraph 4.03(c) are applicable, nor later than seventeen (17) weeks after the birth of the child. An employee is entitled to parental/pregnancy leave in accordance with the Ontario Employment Standards Act or the Collective Agreement which ever is greater. The Company may require the employee to take a medical examination by a duly qualified medical practitioner designated by the Company.
- 4.03 (b) The Company reserves the right to determine the time upon which a pregnant employee shall be required to commence a leave of absence, if the

duties of her position cannot be reasonably performed or if the employee's work is materially affected by the pregnancy.

4.03 (c) An employee shall be permitted to return to work within a period of six (6) weeks after the birth of the child, if, in the written opinion of a duly qualified medical Practitioner, she is able to return to work.

4.04 The Company agrees that an employee appointed by the Union as a full-time representative shall be granted leave of absence without pay while serving in such capacity. Such persons shall continue to accumulate seniority while serving as Union Representatives and shall be entitled to return to the bargaining unit, should their services be terminated by the Union, with full accumulated seniority. No more than two (2) bargaining unit members may be absent under this article at any one time.

4.05 The Company shall grant leave of absence without pay to employees required to attend Union Conferences and Conventions.

4.06 An Arbitration Board dealing with a grievance involving discharge or loss of seniority of an employee resulting from an absence caused by a Court conviction (where the Company has refused to grant leave of absence for such conviction) shall have the power to reinstate the employee with full seniority rights or by any other arrangement which is just in its opinion. In determining this question, the Board shall consider the nature of the offence for which the employee was convicted, the duration of the conviction, the length of service of the employee and his work record.

4.07 Employees who are on a leave of absence for longer than four (4) weeks for personal business or pleasure will be required to reimburse the Company for the Welfare Benefit costs, through payroll deduction, for premiums paid by the Company for any period of time an employee is on leave of absence, in excess of the first four (4) weeks.

In the event an employee quits, while on leave of absence, the Company will have the right to withhold any premium payments made on their behalf from their last pay.

## **ARTICLE 5 - NOTICE OF LAY-OFF**

5.01 In the event of lay-off, employees shall receive notice of lay-off or pay in lieu of notice, as set out in the current Employment Standards Act.

5.02 Notwithstanding the foregoing, in the event the provisions of the current Employment Standards Act do not apply, the Company agrees that employees will be given one (1) working days' notice of lay-off, whenever possible more than one (1) working days' notice will be given.

## **ARTICLE 6 - CALL-TIME**

6.01 (a) Any employee called in to work more than three (3) hours prior to the commencement of his shift will receive one and one-half times (1 1/2) his

standard rate of pay for such hours and shall be guaranteed a minimum of three (3) hours' pay at the premium rate.

- 6.01 (b) Any employee who is notified in advance that he is required to work on a Saturday, shall receive time and one-half (1 1/2) his standard rate of pay for such time and shall be guaranteed a minimum of three (3) hours' pay at the premium rate.
- 6.01 (c) Any employee who is notified in advance that he is required to work on a Sunday or a Legal Holiday, shall receive two times (2x) his standard rate of pay for such time and shall be guaranteed a minimum of three (3) hours' pay at the premium rate.
- 6.02 (a) Any employee called back to work after the completion of his shift will receive one and one-half times (1 1/2x) his normal hourly rate from the time he leaves his home until he returns and shall be guaranteed a minimum of three (3) hours' pay at the premium rate.
- 6.02 (b) Any employee called in to work on a Saturday shall receive one and one-half times (1 1/2x) his standard rate of pay from the time he leaves his home until he returns home and shall be guaranteed a minimum of three (3) hours' pay at the premium rate.
- 6.02 (c) Any employee called in to work on a Sunday or a Legal Holiday shall receive two times (2x) his standard rate of pay from the time he leaves his home until he returns home and shall be guaranteed a minimum of three (3) hours' pay at the premium rate.
- 6.03 Any employee reporting for work, unless otherwise notified not to and for who no work is available, shall be entitled to a minimum guarantee of three (3) hours' pay at their straight time rate plus any applicable premiums except when the lack of notice is due to circumstances beyond the Company's control.

## ARTICLE 7 - LEGAL HOLIDAYS

- 7.01 (a) The following holidays shall be recognized as legal holidays:

**New Year's Day**  
Good Friday  
Victoria Day  
Dominion Day  
Civic Holiday

Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

- 7.01 (b) In the event the Government of Canada or the Province of Ontario declare any other day(s) a legal holiday, the Company agrees to recognize such day(s) as a paid holiday(s).
- 7.01 (c) A full-time employee covered by this Agreement and hired prior to January 23, 2000 shall be eligible for a personal holiday with pay once during each calendar year, to be taken at a date on or about his birthday or in the event of

a special occasion, situation or circumstance, at a time mutually agreed upon between the Company and the employee concerned.

In the event mutual agreement cannot be reached as to when an employee celebrates his personal holiday and the employee is required to work on his personal holiday, he shall receive two times (2x) his regular hourly rate of pay for all hours worked.

7.01 (d) In addition to the above holidays, a four (4) hour holiday with pay will be observed, for full-time employees hired prior to January 23, 2000, on the last four (4) hours of an employee's final regularly scheduled work day immediately preceding Christmas Day and immediately preceding New Year's Day. The Company may combine the two half-day holidays into one complete day off to be taken in conjunction with the Christmas/New Year's statutory entitlement. The Company will notify employees by December 1 and if unable to do so the change will not be made without the consent of the Union.

7.01 (e) In addition to the above holidays in subsections (a) to (d), above, a full-time employee hired prior to January 23, 2000 shall be entitled to one (1) floater holiday per calendar year with pay up to 70% of regular daily wages to a maximum of seventy dollars (\$70.00). The scheduling of this floater holiday shall be mutually agreed upon between the Company and the employee.

7.02 To qualify for pay for a legal holiday, the employee must have completed his probationary period and the employee must work his last scheduled working day preceding the holiday and his first scheduled working day after the holiday, unless he has secured permission from the Foreperson to be absent on one of the qualifying days. Employees who are off on lay-off; compensation, accident or illness shall receive holiday pay if they have worked within fifteen (15) days of the holiday. Such legal holiday pay will be calculated as the difference between what they would have normally received for the legal holiday, less, what they have received from the Workers' Safety Insurance Board or Weekly Indemnity benefits. Should a legal holiday occur within an employee's leave of absence, he shall not be paid for such legal holiday. Work on any of the aforementioned holidays shall be voluntary and no employee shall be coerced to work.

7.03 An employee who works on any of the aforementioned legal holidays shall receive two times (2x) his regular hourly rate for all hours worked and shall, in addition, receive the appropriate holiday pay calculated at his standard hourly rate. The Union agrees to encourage employees to co-operate with the Company by working on legal holidays to meet Plant requirements.

7.04 When a holiday as defined above occurs in any week, employees will work a four (4) day, thirty-two (32) hour week and shall be paid five (5) days' pay (forty (40) hours) at their standard rate of pay.

7.05 When two (2) holidays defined above occur in any week, employees will work a three (3) day, twenty-four (24) hour week and shall be paid five (5) days' pay (forty (40) hours) at their standard rate of pay.

7.06 Employees shall receive credit for the Legal Holiday hours in the calculation of weekly overtime.

7.07 Where a public holiday falls on a non-working day for an employee, the Company shall designate a working day that is not later than the employee's next regular scheduled work day and the day so designated shall be deemed the public holiday.

## **ARTICLE 8 - VACATIONS**

8.01 Employees who joined the Company after June 1st and have been employed for less than one (1) year shall receive a vacation in accordance with the current Employment Standards Act.

Vacation with pay will be calculated on each year of service commencing with June 1st and ending with May 31st.

8.02 Employees who have been employed by the Company for more than one (1) but less than five (5) years shall be entitled to two (2) weeks vacation with pay.

8.03 Employees who have been employed by the Company for more than five (5) years shall be entitled to three (3) weeks' vacation with pay.

8.04 Employees who have been employed by the Company for more than ten (10) years shall be entitled to four (4) weeks vacation with pay.

One of these four (4) weeks shall be taken during the months of January to March inclusive at a time mutually agreed upon between the Company and the employee.

8.05 Employees who have been employed by the Company for eighteen (18) years or more shall be entitled to five (5) weeks' vacation with pay.

Two of these five (5) weeks shall be taken during the months of January to March inclusive, at a time mutually agreed upon between the Company and the employee.

Employees hired after January 23, 2000 are not subject to the provisions of this article.

8.06 Employees, who have been employed by the Company for twenty (20) years or more, shall be entitled to six (6) weeks vacation with pay.

Two of these six (6) weeks shall be taken during the months of January to March inclusive, at a time mutual agreed upon between the Company and the employee, Employees may request their fourth (4th), fifth (5th) and sixth (6th) weeks of vacation outside of the period referred to above in the event that they have special vacation plans, provided the Company is so notified prior to February 15th each year. The Company agrees that permission to take this week(s) of vacation in these

circumstances will not be unreasonably withheld. Employees hired after January 23, 2000 are not subject to the provisions of this article.

8.07 The vacation entitlement will be calculated on each year of service (including service with R.J. Lucas and Arthurs Limited and Z & W Foods Limited) commencing with June 1st and ending May 31st. An employee who has been employed for less than one (1) year shall receive vacation pay, in accordance with the provisions of the current Employment Standards Act. An employee entitled to two (2), three (3), four (4), five (5) or six (6) weeks of vacation will receive two (2), three (3), four (4), five (5) or six (6) weeks pay respectively, calculated at his normal rate of pay per hour at the time he goes on vacation or 4%, 6%, 8%, 10% or 12% respectively of his total earnings in the previous calendar year as defined below, whichever is the greater.

For the purposes of clarity, the percentage payment referred to throughout this Article shall apply to the total earnings of the employee during the previous calendar year as shown on the employee's T-4 Form.

8.08 Vacations are not cumulative nor can they be carried over from year to year. Employees are requested to take no more than two (2) weeks of their vacation during July and August so that other employees with children have a greater opportunity to be on vacation when their children are out of school. Arrangements may be made mutually between the Company and employees to take care of special circumstances. All vacations start on Monday and the time is counted from there without a break. Sundays are included in the count of days off and are to be considered combined to make one pay.

8.09 An employee with less than one (1) year's service, whose employment with the Company is terminated for any reason, shall receive vacation pay in accordance with the current Employment Standards Act. An employee with more than one (1) year's service and less than five (5) year's service, whose employment with the Company is terminated for any reason shall receive two-twelfths (2/12) of a standard week's pay for each completed month of service since the end of his last vacation year or 4% of the total pay of the employee in the current vacation year up to and including his date of termination. Employees with over five (5) year's service shall receive three twelfths (3/12) or 6% on the above basis; employees with over ten (10) year's service shall receive four-twelfths (4/12) or 8% on the above basis; employees with over eighteen (18) year's service shall receive five-twelfths (5/12) or 10% and those with over twenty (20) year's service shall receive six-twelfths (6/12) or 12% on the same basis. In each case, the employee will be paid the greater of the appropriate amount of a standard week's pay or the percentage figure.

8.10 When a Legal Holiday, as defined in Article 7 occurs during the employee's vacation period, such employee shall be entitled to receive either one (1) day's extra vacation or one (1) day's pay as follows.

- (i) The extra day is to be taken in conjunction with the vacation, at either the beginning or the end of the vacation period i.e. Friday preceding or Monday following.

- (ii) If the day prior to or succeeding the vacation period cannot be given and the employee does not wish to take it at a later date, he would then receive an extra day's pay.

8.11 Where an employee is absent on lay-off or on leave of absence (which shall not include absence due to sickness, accident, compensation or pregnancy leave) and such absence is for a period longer than one (1) month, then his vacation benefits shall be paid on a pro rata basis.

When an employee is absent due to sickness, accident, compensation or pregnancy leave for less than one (1) year, he shall be paid his vacation pay in accordance with paragraphs 8.01, 8.02, 8.03 and 8.04 of this Agreement. Vacation credits shall continue to accrue for a period of one (1) year from last day worked, but not thereafter.

8.12 The vacation schedule shall be posted by March 15th of each year and the Company shall not change the vacation period of any employee, unless unforeseen circumstances arise which necessitate a change. The vacation period shall be from April to October inclusive. Employees may request their vacations outside of this period and permission to do so will not be unreasonably withheld. The Company agrees that preference shall be granted to employees as to the time of taking vacation on the basis of seniority and classification in their particular department and no employee will be allowed to work during any of his vacation period.

8.13 An employee who becomes disabled and who is eligible, for Weekly Indemnity benefits while on vacation shall revert to Weekly Indemnity benefits and the balance of his vacation will be held in abeyance and will be taken at a later time to be mutually agreed upon between the Company and the employee.

8.14 An employee's vacation pay will be issued on the regular payday immediately preceding the time of taking his vacation.

## **ARTICLE 9 -WELFARE, INSURANCE AND PENSION BENEFITS**

9.01 For the duration of this Agreement, the Welfare and Insurance Benefits Programme shall be that set out in Appendix "A" and is hereinafter referred to as the "Programme". This Programme shall be provided through the Commercial Workers Benefit Trust Fund. However, notwithstanding the foregoing the Programme may be altered during the life of this agreement where such alterations are necessary due to the premium payment being insufficient to provide the level of benefits set out in Appendix "A". Any such alteration in the benefits will be determined by the Trustees of the Programme and/or the Union.

9.02 Notwithstanding any other documents or agreements, including any Participation Agreement, or any other provision in this Collective Agreement, the Company's sole obligation under the Programme and this Collective Agreement shall be only to provide premium payments of \$290.38 per member per month. However, an employee contribution of \$21.15 per month (single) and \$28.83 per month (family) shall be deducted by the Company by weekly payroll deductions.

9.03 The Company shall have no responsibility for the administration of the Programme, except to co-operate in good faith by providing any required documentation to the Programme Administrators.

9.04 In the event that the Programme ceases to be financially viable during the term of this Collective Agreement and it becomes necessary for the Company and the Union to purchase alternate group insurance for employees, the Company will not be obligated to pay any amount more than the amount specified in Article 9.02.

Conversely, if there is a reduction in premium costs for the Programme as specified in Article 9.02, during the term of this Agreement, the parties agree such reduction will revert to the benefit pool for Kretschmar employees only. In the event approval is not provided by the Trustees than an explanation will be provided to the Company by the Union and/or the Trustees of the Programme.

9.05 Employees shall provide the Company's Health Center with copies of any Weekly Indemnity or Long Term Disability claim forms submitted under the Programme at the same time that such claim forms are provided to the Programme Administrators.

## ARTICLE 10 - WAGES AND CLASSIFICATIONS

10.01(a) The wages and classifications of persons who have full-time status at December 02, 2001 or persons who become full-time employees, who attain full-time status or who post into a higher rated job classification after the date of ratification of this Collective Agreement shall be entitled to the following:

CLASSIFICATION	START RATE	12 MONTHS	24 MONTHS
1. GENERAL LABOUR CLEAN UP	13.79	14.19	14.59
2. FLOOR PORTERS	14.06	14.46	14.86
3. PACKERS	15.01	15.41	15.81
4. ASSEMBLERS	14.56	14.97	15.37
LOADER/UNLOADER	14.56	14.97	15.37
SHIPPER/ORDER FILLER	14.56	14.97	15.37
PUMPER BRINE MAKER	14.56	14.97	15.37
HANGING/CURING	14.56	14.97	15.37
HANGING/KITCHEN	14.63	15.07	15.50
5. BATCHING AND PRE-CURING	14.83	15.23	15.63
6. RECEIVER-CHECKER	15.06	15.44	15.81
STUFFER OPERATOR	15.06	15.44	15.81
OPERATOR/ SLICING & PACKAGING MACHINES	15.06	15.44	15.81



	SMOKE HOUSE OPERATOR	15.06	15.44	15.81
7.	BONERS (ALL BUTCHERS INCLUDING SKINNERS)	15.44	15.81	16.18
8.	SAUSAGE MAKERS	16.28	16.76	17.24
9.	SHIPPER/DRIVER	15.12	15.49	15.86
10.	MECHANIC "A"	18.84	19.66	20.48
	MECHANIC "B"	17.54	18.36	19.18
	MECHANIC "C"	16.24	17.06	17.88
11.	SECTION LEADERS			
	BONERS			17.19
	BATCHING			16.64
	SMOKE HOUSE			16.91
	PACKAGING			16.86
	MAINTENANCE			21.48
	CURING			16.47
	SHIPPING			16.38
	KITCHEN-HANGING			16.47
12.	SPICE BATCHING	14.63	15.07	15.50
13.	QUALITY ASSURANCE	15.01	15.41	15.81

Wage adjustments under the above automatic progression schedule shall be implemented effective the first of the week following the date that the employee is eligible for an annual adjustment.

In addition to the above wage scale, and effective date of ratification (November 28, 2002), a lump sum payment of \$600.00 gross is payable to all full-time employees who worked in 2002.

10.01 (b) The wages and classifications of all part-time employees hired prior to or after December 02, 2001 shall be as follows:

CLASSIFICATION	PART-TIME	RATE
1.	GENERAL LABOUR CLEAN-UP	11.50
2.	FLOOR PORTERS	11.69
3.	PACKERS	12.64
4.	ASSEMBLERS	12.04
	LOADER/UNLOADER	12.04
	SHIPPER/ORDER FILLER	12.04
	PUMPER/BRINE MAKER	12.04

	HANGING/CURING	12.04
	HANGING/KITCHEN	12.14
5.	BATCHING AND PRE-CURING	12.23
6.	RECEIVER-CHECKER	12.39
	STUFFER-OPERATOR	12.39
	OPERATOR/SLICING & PACKAGING MACHINES	12.39
	SMOKE HOUSE OPERATORS	12.39
7.	BONERS (ALL BUTCHERS INCLUDING SKINNERS)	12.66
8.	SAUSAGE MAKERS	13.25
9.	SHIPPER/DRIVER	12.43
10.	SPICE BATCHING	12.14
11.	QUALITY ASSURANCE	12.34

In addition to the above wage scale, and effective date of ratification (November 28, 2002), a lump sum payment of \$600.00 gross is payable on a prorated basis based on the number of completed months of service from December 1, 2001 to December 1, 2002.

10.01 (c) **The** wages for all student employees hired after January 23, 2000 shall be \$10.00 per hour.

10.02(a) The wages and classification of persons who have full-time status at December 02, 2002 or persons who become full-time employees who attain full-time status or who post into a higher rated job classification after the date of ratification of this collective agreement shall be entitled to the following:

<b>CLASSIFICATION</b>	<b>START RATE</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
1. GENERAL LABOUR CLEAN UP	14.10	14.50	14.90
2. FLOOR PORTERS	14.42	14.82	15.22
3. PACKERS	15.32	15.72	16.12
4. ASSEMBLERS	14.87	15.28	15.68
LOADER/UNLOADER	14.87	15.28	15.68
SHIPPER/ORDER FILLER	14.87	15.28	15.68
PUMPER BRINE MAKER	14.87	15.28	15.68
HANGING/CURING	14.87	15.28	15.68
HANGING/KITCHEN	14.94	15.38	15.81
5. BATCHING AND PRE-CURING	15.14	15.54	15.94

6.	RECEIVER-CHECKER	15.37	15.75	16.12
	STUFFER OPERATOR	15.37	15.75	16.12
	OPERATOR/ SLICING &	15.42	15.80	16.17
	PACKAGINGMACHNES			
	SMOKE HOUSE OPERATOR	15.42	15.80	16.17
7.	BONERS (ALL BUTCHERS INCLUDING SKINNERS)	15.75	16.12	16.49
8.	SAUSAGE MAKERS	16.59	17.07	17.55
9.	SHIPPER/DRIVER	15.43	15.80	16.17
10.	MECHANIC "A"	19.15	19.97	20.79
	MECHANIC "B"	17.85	18.67	19.49
	MECHANIC "C"	16.55	17.37	18.19
11.	SECTION LEADERS			
	BONERS			17.50
	BATCHING			16.95
	SMOKE HOUSE			17.27
	PACKAGING			17.22
	MAINTENANCE			21.79
	CURING			16.78
	SHIPPING			16.69
	KITCHEN-HANGING			16.78
12.	SPICE BATCHING	14.94	15.38	15.81
13.	QUALITY ASSURANCE	15.32	15.72	16.12

Wage adjustments under the above automatic progression schedule shall be implemented effective the first week following, the date that the employee is eligible for an annual adjustment.

10.02(b) The wages and classifications of all part-time employees hired prior to or after December 2, 2002 shall be as follows:

CLASSIFICATION	PART-TIME	RATE
1.	GENERAL LABOUR CLEAN-UP	11.81
2.	FLOOR PORTERS	12.05
3.	PACKERS	12.95
4.	ASSEMBLERS	12.35
	LOADER/UNLOADER	12.35
	SHIPPER/ORDER FILLER	12.35
	PUMPER/BRINE MAKER	12.35
	HANGING/CURING	12.35

	HANGING/KITCHEN	12.45
5.	BATCHING AND PRE-CURING	12.54
6.	RECEIVER-CHECKER	12.70
	STUFFER-OPERATOR	12.70
	OPERATOR/SLICING & PACKAGING MACHINES	12.75
	SMOKE HOUSE OPERATORS	12.75
7.	BONERS (ALL BUTCHERS INCLUDING SKINNERS)	12.97
8.	SAUSAGE MAKERS	13.56
9.	SHIPPER/DRIVER	12.74
10.	SPICE BATCHING	12.45
11.	QUALITY ASSURANCE	12.65

10.03(a) The wages and classifications of persons who have full-time status at December 2, 2003 or persons who become full-time employees, who attain full-time status or who post into a higher rated job classification shall be those as listed in 10.02 (a) above except for the following which shall be as follows:

<b>CLASSIFICATION</b>	<b>START RATE</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
2. FLOOR PORTER	14.47	14.87	15.27
6. OPERATOR/SLICING & PACKAGING MACHINES	15.47	15.85	16.22
SMOKEHOUSE OPERATOR	15.47	15.85	16.22
11. SECTION LEADERS			
SMOKEHOUSE			17.32
PACKAGING			17.27

In addition to the above wage scale, and effective December 2, 2003, a lump sum payment of \$600.00 gross is payable to all full-time employees.

10.03(b) The wages and classification of all part-time employees hired prior to or after December 2, 2003 shall be those as listed in 10.02(b) above except for the following, which shall be as follows:

<b>CLASSIFICATION PART-TIME</b>	<b>RATE</b>
2. FLOOR PORTERS	12.10
6. OPERATOR/ SLICING & PACKAGING MACHINES	12.80
SMOKE HOUSE OPERATOR	12.80

In addition to the above wage scale and effective December 2, 2003, a lump sum payment of \$600.00 gross is payable on a prorated **basis** based on the number of completed months of service from December 1, 2002 to December 1, 2003.

10.04 (a) The wages and classifications of persons who have full-time status at December 2, 2004 or persons who become full-time employees, who attain full-time status or who post into a higher rated job classification after the date of ratification of this Collective Agreement shall be entitled to the following:

<b>CLASSIFICATION</b>	<b>START RATE</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
1. GENERAL LABOUR CLEAN UP	14.41	14.81	15.21
2. FLOOR PORTERS	14.83	15.23	15.63
3. PACKERS	15.63	16.03	16.43
4. ASSEMBLERS	15.18	15.59	15.99
LOADER/UNLOADER	15.18	15.59	15.99
SHIPPER/ORDER FILLER	15.18	15.59	15.99
PUMPER BRINE MAKER	15.18	15.59	15.99
HANGING/CURING	15.18	15.59	15.99
HANGING/KITCHEN	15.25	15.69	16.12
5. BATCHING AND PRE-CURING	15.45	15.85	16.25
6. RECEIVER-CHECKER	15.68	16.06	16.43
STUFFER OPERATOR	15.68	16.06	16.43
OPERATOR/ SLICING & PACKAGING MACHINES	15.83	16.21	16.58
SMOKE HOUSE OPERATOR	15.83	16.21	16.58
7. BONERS (ALL BUTCHERS INCLUDING SKINNERS)	16.06	16.43	16.80
8. SAUSAGE MAKERS	16.90	17.38	17.86
9. SHIPPER/DRIVER	15.74	16.11	16.48
10. MECHANIC "A"	19.46	20.28	21.10
MECHANIC "B"	18.16	18.98	19.80
MECHANIC "C"	16.86	17.68	18.50
11. SECTION LEADERS			
BONERS			17.81
BATCHING			17.26
SMOKE HOUSE			17.68
PACKAGING			17.63

	MAINTENANCE			22.10
	CURING			17.09
	SHIPPING			17.00
	KITCHEN-HANGING			17.09
12.	SPICE BATCHING	15.25	15.69	16.12
13.	QUALITY ASSURANCE	15.63	16.03	16.43

Wage adjustments under the above automatic progression schedule shall be implemented effective the first of the week following, the date that the employee is eligible for an annual adjustment.

10.04(b) The wages and classifications of part-time employees hired prior to or after December 2, 2004 shall be as follows:

<b>CLASSIFICATION PART-TIME</b>	<b>RATE</b>
1. GENERAL LABOUR CLEAN-UP	12.12
2. FLOOR PORTERS	12.46
3. PACKERS	13.26
4. ASSEMBLERS	12.66
LOADER/UNLOADER	12.66
SHIPPER/ORDER FILLER	12.66
PUMPER/BRINE MAKER	12.66
HANGING/CURING	12.66
HANGING/KITCHEN	12.76
5. BATCHING AND PRE-CURING	12.85
6. RECEIVER-CHECKER	13.01
STUFFER-OPERATOR	13.01
OPERATOR/SLICING & PACKAGING MACHINES	13.16
SMOKE HOUSE OPERATORS	13.16
7. BONERS (ALL BUTCHERS INCLUDING SKINNERS)	13.28
8. SAUSAGE MAKERS	13.87
9. SHIPPER/DRIVER	13.05
10. SPICE BATCHING	12.76
11. QUALITY ASSURANCE	12.96

#### 10.05 C.O.L.A.

Notwithstanding this provision, there will be no Cost of Living Adjustment during the lifetime of this Agreement.

Subject to the provisions of this paragraph, there shall be a Cost of Living Adjustment to the standard hourly rates of the employees covered by this Agreement,

All adjustments shall be incorporated into the standard hourly rates and shall be made quarter annually on the Monday closest to the first days of December, March, June and August, based on the Consumer Price Index for Canada (1971-100) published by Statistics Canada.

The basic Consumer Price Index upon which this has been based is 317.4 (being the Consumer Price Index for October 1986, published November 1986).

It is agreed that an increase of 0.5 in the Index reflects an increase of one (1) cent per hour. The maximum hourly adjustments resulting from increases in the Consumer Price Index shall be limited to fifteen (15) cents per hour during the period from December 1st, 1986 to November 30th, 1987 and to fifteen (15) cents per hour during the period from December 1st, 1987 to November 30th, 1988.

10.06 Any employee whose shift commences later than 12 noon shall receive a premium of forty-five (45) cents per hour for all hours worked on that shift and shall be included in his Legal Holiday Pay, Vacation Pay, Sick Pay and Weekly Indemnity benefits to which he may be entitled.

10.07 When the Company pays a new employee more than the starting rate in his classification, such employee shall (for the purposes of wage progression only) receive annual increases in accordance with the wage schedule and be deemed to have the appropriate service.

10.08 No wage currently enjoyed by an employee which in excess of the rates set out in the classification schedule herein shall be reduced during the lifetime of the Agreement, provided the employee can fulfil the normal requirements of the job efficiently. Any general wage increase granted by the Company shall be granted to such employees despite the fact that they are enjoying wages in excess of the rates set out in the classification schedule.

10.09 Any new or revised jobs, together with the appropriate wage rates shall be negotiated with the Union prior to implementation.

10.10 Effective as of the date ratification, an employee assigned to work on the Wiener-Peeler will receive a premium of twenty-five (25) cents per hour for all hours worked on the Wiener Peeler.

#### **ARTICLE 11 - TEMPORARY ASSIGNMENT**

11.01 No temporary assignment shall exceed thirty (30) consecutive days without mutual consent and such consent shall be in writing.

11.02 When an employee is temporarily assigned to perform the duties of a higher rated classification, he shall receive, for all hours worked in the higher rated classification, the hourly rate relevant to his position in the wage progression for the classification in which he is relieving.

11.03 When an employee is temporarily assigned to perform the duties of a Foreperson, he shall receive a rate of pay that is five percent (5%) higher than his regular rate of pay for all hours worked while performing the Foreperson's duties and such assignment shall be voluntary.

11.04 When an employee is temporarily assigned to a Foreperson's position, he shall continue to be a member of the bargaining unit and be covered by the terms of this Agreement.

11.05 The Union will be notified when an employee is temporarily assigned to perform the duties of a Foreperson.

11.06 Temporary assignments shall be made in accordance with seniority and are voluntary. Should there be no volunteers, then the most junior qualified employee shall be assigned to the duties.

## **ARTICLE 12 - UNION PRIVILEGES**

12.01 (a) The Company agrees that all employees within the bargaining unit will become and remain, as a condition of employment, members of the Union during the lifetime of this Agreement.

12.01 (b) The Company shall require new employees to make application for membership in the Union at the time of their hiring. The Company shall collect membership initiation fees as may be established by the Union and forward the application form and such fees to the Union with regular monthly dues remittance. The Company will include the employee's Social Insurance Number with the dues remittance.

12.01 (c) The Company agrees to deduct from the pay of each employee, as a condition of employment, such dues as may from time to time be set by the Union and to forward the amount so deducted to the Secretary-Treasurer of the Union.

12.01 (d) The Company agrees to supply to the Union, a report showing the annual Union Dues accumulation for each employee. The Company further agrees to record the annual Union Dues deductions for each employee on his T-4 Form.



12.01 (e) The Company agrees to forward to the Union Office, once every quarter, a complete alphabetical listing of all employees, including their home address, starting date, Social Insurance Number and work department. The Company further agrees to forward to the Union Office, once each month, any changes in the listing.

12.02 The Company agrees to recognize Officers, so designated by the Union and to grant them time off with pay as may be reasonably necessary to service any grievance or potential grievance. The Company also agrees to recognize a Committee comprised of three (3) employees, designated by the Union, for the purpose of collective bargaining or negotiations with the Company. The Committee will be afforded the necessary time off with pay to attend such meetings with representatives of the Company.

12.03 Authorized representatives of the Union shall be entitled to visit the plant covered by this Agreement for the purpose of observing working conditions, interviewing members and ensuring that the terms of this Agreement are being implemented. The interviewing of an employee shall be permitted after the appropriate management representative has given his consent, which shall not be unreasonably withheld.

12.04 The Company agrees to provide bulletin boards in its plant in a satisfactory place and agrees that the Union may post notices on such boards.

12.05 Union Meetings and Conventions, which require staff to be absent from Company duties shall not be held in the week before or the week in which a legal holiday falls.

### **ARTICLE 13 - JOB POSTING**

13.01 (a) When a vacancy occurs in any job which is likely to remain open for over thirty (30) days (or such longer period as the parties may mutually agree) notice of such vacancy shall be posted within eighteen (18) working days of the vacancy arising and shall remain posted for five (5) working days on the bulletin board or boards provided on the premises for that purpose. The Company shall provide the Union with a copy of each vacancy posted and the names of the applicants for such vacancy. All notices of vacancies shall designate the classification of the job vacant and its description which reasonably indicates its duties. The rate of pay shall be determined from the schedule of wages herein.

13.01 (b) Where the senior employee has relatively equal ability and qualifications for the vacancy, in relation to other applicants, he shall receive the promotion. For the purpose of this paragraph, the senior employee shall mean the employee with the *most* continuous length of service in the bargaining unit.

13.01 (c) The successful applicant shall be paid the end rate for the classification to which he has been named, provided he has proof of prior experience. Failing this, he goes to the next higher rate in the classification he posted for that

gives him an increase and progresses accordingly. For an employee who posts down to a lower classification, he will receive the end rate for that classification.

- 13.01 (d) The Company shall within five (5) working days after the notice has been posted for five (5) working days, post on the same bulletin board or boards, the name and length of service of the successful applicant. Such successful applicant shall be given seniority in the position as of the day following the date upon which he is selected by the Company as the successful applicant. If no applications are made, the Company shall be free to choose an employee who did not apply for such job and is willing to accept it.

## **ARTICLE 14 -ADJUSTMENT OF GRIEVANCES**

14.01 Either the Company, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement. The Union and the Company encourage an employee who may have a question, complaint or grievance to first speak to their Supervisor so the Supervisor may have the opportunity to resolve the concern immediately.

14.02 Any employee believing that he has been unjustly dealt with or that the provisions of this Agreement have not been complied with, shall have the right to place such grievance in the hands of the Union for review and adjustment by the Company, if necessary. It is understood that the Shop Stewards have their regular work to perform and that, if necessary to service a grievance during working hours, they will not leave their work without obtaining the permission of the Supervisor which permission will not be unreasonably withheld. Such grievances shall be processed as follows:

### **STEP ONE:**

Between the employee concerned, his Union Representative and the Supervisor. The grievance must be filed within ten (10) working days after the event giving rise to the grievance occurs and within this period of time, it shall be discussed at this Step. The Supervisor shall give an oral decision within five (5) working days from the date the discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing and notice of appeal filed within five (5) working days from the date of the decision of the Supervisor.

### **STEP TWO:**

Between the employee concerned, the Union Representative, the Supervisor and/or their delegates, The discussion at this Step shall be held within seven (7) working days of the date of the appeal. The decision of the Company at this Step shall be in writing and be made within four (4) working days of the date of the meeting, Should the Union wish to appeal, such notice of appeal must be filed in writing with the Divisional Superintendent/Processing Manager within one (1) week of the decision of the Company at STEP TWO.

### **STEP THREE:**

The grievance shall be forwarded to the Human Resources Manager or his delegate, who shall have one (1) week to dispose of the grievance. The disposition shall be in writing and returned to the Officers of the Union. If considered necessary by the parties, a meeting may be held by the parties and may include the interested persons. If a meeting is held, the decision shall be given to the other party within seven (7) days from the date of the meeting.

**14.03** In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such a grievance must be filed within five (5) working days from the date of dismissal and commence at STEP THREE.

**14.04** Grievances concerning rates shall be handled in accordance with the above procedure and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with retroactivity thereto.

**14.05** The Company or the Union may file grievances commencing at STEP THREE. If an Arbitration Board finds that the Company or the Union has violated the Collective Agreement, it shall have the power to award compensation to the Company or the Union or any employee affected by the violation.

**14.06** The time limits as prescribed above may be modified by mutual agreement of the parties in writing only.

**14.07** Any grievance involving a group of employees shall be filed at STEP THREE.

#### **14.08 ARBITRATION**

Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from STEP THREE within thirty-one (31) days from the date the decision was given at that Step. The party requesting Arbitration shall advise the other party in writing of its request, together with a statement as to the issue to be arbitrated and shall include in its notice, the name and address of its nominee to a board of Arbitration. The other party shall within one (1) week of its receipt of the notice, nominate its member to the Board of Arbitration and so advise the other party.

If the two (2) nominees are unable to agree upon the choice of a third member to act as Chairman, the Minister of Labour for the Province of Ontario shall be requested to appoint a Chairman. The Board shall hear their dispute and the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and shall be final and binding upon the parties.

The Board of Arbitration shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor substitute any new provision in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement. Each of the parties hereto will bear the expenses of the nominee appointed by it and will share equally the expenses of the Chairman of the Board of Arbitration. The

parties may mutually agree that a single Arbitrator shall be appointed in the place of a Board of Arbitration. In the event that the parties agree on a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under this Agreement.

14.09 The parties agree that an Arbitration Board shall have the power to award compensation or damages to any party who, or employee who, is dealt with contrary to the provisions of this Agreement.

14.10 (a) No employee shall be discharged or disciplined except for just and sufficient cause. The Union agrees to co-operate in an endeavour to correct inefficiencies of employees which might necessitate disciplinary action. Discharge or discipline grievances may be settled by confirming the Company's decision or by reinstating the discharged or suspended employee with full compensation for time lost, less interim earnings, if applicable, or by any other arrangement which is just and equitable in the opinion of the parties or of a Board of Arbitration if the matter is referred to it.

14.10 (b) The Company agrees that whenever an interview is held with an employee regarding his work or conduct, which becomes part of this record, the Steward or Union Area Representative shall be present at such interview. The party representing the Union will leave the meeting if requested to leave by the employee. **All** such interviews shall be conducted in private.

14.11 (a) All discipline warnings or reprimands which are placed in an employee's record and all notices of demotion for cause, discharge or suspension, shall be in writing and shall contain the reason for the warning, reprimand, suspension or discharge. One copy shall be given to the employee and one copy shall be given to the Union Office, within seven (7) days of the incident giving rise thereto.

14.11 (b) A disciplinary warning or reprimand which is not in writing shall not be adduced in evidence against an employee in any subsequent disciplinary proceeding in which the employee is involved.

14.12 Disciplinary warnings and/or reprimands which predate disciplinary action by more than one (1) year shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.

## **ARTICLE 15 - STRIKES AND LOCKOUTS**

15.01 There shall be no strike or lockout during the term of this Agreement.

## **ARTICLE 16 – INTERPRETATION**

16.01 Where a masculine term is used, it shall be deemed to mean feminine and vice versa.

## **ARTICLE 17 - FUNCTIONS OF MANAGEMENT**

17.01 The management of the Plant and the direction of the working forces, including the right to hire, promote or demote employees, to suspend or discharge for just and sufficient cause, to assign and reassign employees to jobs, to transfer employees from department to department, to increase or decrease the working force, to determine the products to be handled, produced or manufactured, the schedules or production and the methods, processes and means of production handling, are vested exclusively in the Company, provided that this will not be used for the purpose of discrimination against any employee or the Union and provided that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

17.02 The Union also agrees that the Company has the exclusive right and power to study or introduce new or improved methods or facilities and the Union agrees to cooperate with the Company in the installation of any such methods and in the education of its members for the necessity of such changes and improvements.

17.03 The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered in this Agreement. The Company, therefore, retains all rights and powers not otherwise specifically covered in this Agreement, provided, however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

17.04 The Company agrees that should it amend an existing policy or introduce a new policy, it shall be posted not less than five (5) working days prior to its implementation. Any such change shall be provided to the Union in advance of its posting in order that the Union may provide comment.

## **ARTICLE 18 - BEREAVEMENT LEAVE**

18.01 Should a bereavement occur in an employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, daughter-in-law), the employee shall be granted three (3) days off from work not to include Saturday, Sunday or holidays. In the event the Company has a legitimate concern regarding a bereavement occurring, the employee may be requested to provide proof of death. The Company agrees that such requests will not be made unreasonably.

## **ARTICLE 19 - JURY DUTY PAY**

19.01 An employee who is required to serve on a jury shall be compensated for days actually spent on jury duty when he would, otherwise, have been at work.

19.02 He shall receive the difference between his jury fees and his normal day's pay for that time he would have been regularly employed had he not been serving on the jury. The employee shall be required to report immediately upon being excused or released from jury duty when such reporting is reasonable under the circumstances.

19.03 The claim of an employee shall be verified by presentation of his jury duty cheque; however, no payment shall be made for any hour for which the employee receives compensation by the employer for any other reason. Payment shall not be withheld pending submission of the jury duty cheque.

19.04 Any employee subpoenaed to attend as witness on behalf of the Company or the Crown shall be entitled to the difference between his witness fee and his normal day's pay.

## **ARTICLE 20 - HEALTH AND SAFETY**

20.01 The Company agrees to continue the existing Joint Health and Safety Committee which is composed of an equal number of Union and Company representatives with a minimum of four (4) members. The Joint Health and Safety Committee will continue to be co-chaired by one Union representative and one Company representative. The Joint Health and Safety Committee shall hold meetings at least once every three months for the purpose of monitoring, inspecting, investigating, reviewing and improving Health and Safety conditions and practices in the workplace. Minutes shall be taken of all meetings and copies shall be posted.

20.02 The Company shall respond in writing within 21 working days to any formal recommendation of the Joint Health and Safety Committee.

20.03 A worker member of the Joint Health and Safety Committee shall, where practical, inspect the physical condition of the workplace at least once per month, provided that the physical condition of the entire workplace shall be inspected at least once per year.

## **ARTICLE 21 - WORKERS' COMPENSATION**

21.01 The Company shall provide the Union with a copy of the Workers' Compensation Board "Form 7" submitted to the Workers' Compensation Board by the Company on the same day that the "Form 7" is forwarded to the Workers' Compensation Board.

## **ARTICLE 22 - SEVERANCE PAY**

22.01 (a) In the event there is a plant closure, the Company shall provide employees with severance payments in accordance with either the severance pay

provisions of the Employment Standards Act (as amended from time to time), or the following, whichever is greater:

**22.01 (b)** Employees shall be entitled to two (2) weeks pay, per year of service, of their regular wages, exclusive of overtime, to a maximum of 52 weeks pay. The calculation of years of service shall be based on the number of completed years of seniority as of the employee's last date worked, prior to the maintenance of any recall rights.

**22.01 (c)** Notwithstanding subsections (a) and (b), above, an employee is not entitled to severance pay under this Article unless the employee continues to work in a satisfactory manner for as long as is required by the Company after the date that the Company first notifies the Union of the plant closure.

**22.01 (d)** Notwithstanding subsections (a) and (b), above, an employee is not entitled to severance pay under this Article if the employee ceases to be employed by the Company after the date that the Company first notifies the Union of the plant closure due to the following circumstances:

- (i) The employee is discharged or released for just cause; or
- (ii) The employee voluntarily resigns, quits, or retires.

**22.01 (e)** Except where an employee elects to maintain recall rights under this Collective Agreement, severance pay under this Article shall be payable in a lump sum, or in accordance with arrangements mutually agreed upon between the Company and the Union, within two (2) weeks of the employee's last day of active employment pursuant to the plant closure. Upon receipt of any severance monies under this Article, the employee shall be deemed to be terminated upon the date that severance monies are received and the employee shall be deemed to have abandoned any recall or seniority rights whatsoever under any provisions of this Collective Agreement. If rehired, the employee shall be considered a new hire for all purposes under this Collective Agreement and the Employment Standards Act.

**22.01 (f)** Only those employees whose employment is terminated as a result of the plant closure, after the exercise of bumping and seniority rights, if any, under this Collective Agreement, will be entitled to severance pay pursuant to this Article.

**22.02** For the purposes of Article 22, "plant closure" means only the following.. .

- (i) The permanent discontinuance and closure of all of the Company's operations" or
- (ii) The permanent discontinuance and closure of any department.

**22.03 (a)** The Company shall notify the Union of a plant closure in writing as soon as possible in advance of the closure, but not less than sixty (60) days prior to such closing taking place.

22.03 (b) Upon the Union's receipt of written notice of a plant closure, a Joint Labour-Management Adjustment Committee shall be established to discuss, review, and make recommendations regarding any matter associated with the plant closure, including alternatives to the closure, and such time shall be paid for all members.

## **ARTICLE 23 - GENERAL**

23.01 Employees shall report as soon as is reasonably possible to the Company any **loss** or damage to merchandise or equipment or shortage of merchandise and where possible, give a statement indicating the cause thereof. Failure to do so can result in disciplinary action.

23.02 The Union agrees that it will encourage its members to uphold the Rules and Regulations of the Company in regard to punctual and steady attendance, proper and sufficient notification in case of absence and conduct on the job.

23.03 Company personnel or personnel authorized by management only will be permitted to operate Company power equipment.

23.04 It is a condition of employment that all employees covered by this Agreement wear safety **shoes** at all times while on duty.

In each calendar year, the Company will reimburse to a maximum of seventy dollars (\$70.00), upon proof of purchase, toward the cost of safety footwear.

23.05 The Company will supply and pay the cost of all safety equipment and tools required to be used by all employees, except tools, which are now considered to be the employee's personal property.

23.06 The Company will pay a tool allowance to a maximum of one hundred dollars (\$100.00) per calendar year to mechanics upon proof of purchase.

23.07 The Company agrees to provide payroll deductions for Credit Union deposits and Canada Savings Bond purchases.

The Company will forward such deductions to the Credit Union and/or Bank, where the employee has made deposit or purchase arrangements. The Company, by forwarding the deductions, shall be relieved of any further administration with respect to the Credit Union and/or the Canada Savings Bonds.

23.08 In the event an employee's employment is terminated the Company shall have the authority to withhold from the employee's last pay, any money owing to the Company.

## **ARTICLE 24 - DURATION OF AGREEMENT**

24.01 This Agreement shall become effective as of the 2nd day of December 2001 and shall continue in effect until December 01, 2005. It shall be renewed



automatically from year to, year, unless either party gives to the other patty, within a period of not more than ninety (90) days before the expiry date, notice of termination or amendment.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested by the hands of their respective proper officers in that behalf

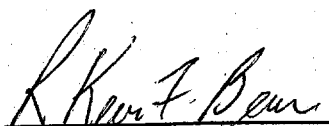
Dated at Toronto, Ontario this 28<sup>th</sup> day of November 2002.


**United Food And  
Commercial Workers  
International Union,  
Local 1000A**

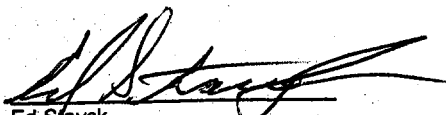
**Kretschmar Inc.**


For the Union:

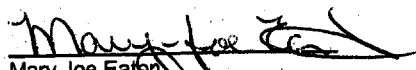
For the Company:

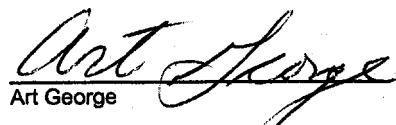
  
Kevin Behn


  
Michelle O'Brien

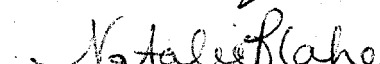
  
Ed Staysk

  
Mark Mican

  
Mary Joe Eaton

  
Art George

  
Danny Tamburro

  
Natalie Blake

**APPENDIX "A"**  
**WELFARE AND INSURANCE BENEFITS**  
**GROUP INSURANCE COVERAGES**

**ARTICLE I- ELIGIBILITY**

1.01 All full-time employees of the Company will become eligible to join the Group Insurance Plan after they have completed fifty (50) worked days of service with the Company. The employee and his dependants will be covered by the Insurance Plan automatically as soon as he becomes eligible. If the employee is away from work on the date when his insurance would normally start, it will not become effective until his return to work.

The following level of welfare and insurance benefits in this Appendix is only a guideline and where the premium payment of \$290.38 as specified in Article 9 of the Collective Agreement is insufficient to provide the level of welfare and insurance benefits set out in this Appendix, the level of welfare and insurance benefits may as a result be reduced accordingly.

1.02 Eligible dependent shall mean:

- (i) The spouse of an employee (legal or common-law). A common-law spouse of an individual is defined as a person of the opposite sex with whom the individual is currently co-habiting in a conjugal relationship. The two individuals must have been living together for at least twelve (12) months or must be the natural or adoptive parents of a child.
- (ii) Any unmarried child of the employee and/or the employee's spouse who is chiefly dependent upon the employee for support and maintenance and for whom the employee is entitled to an exemption for income tax purposes, provided they are:
  - (a) under 23 years of age, or
  - (b) 23 but under 25 years of age who is a registered student in full-time attendance at a university or similar institution of learning, or
  - (c) 23 years of age or over, who are mentally or physically handicapped, provided any such child was insured under this Plan on the day immediately preceding his 21st birthday.

1.03 An employee will become eligible for dependent insurance on the date of becoming eligible if on that date the employee has any eligible dependants; otherwise, the employee will become eligible for dependent insurance on the date he first acquires a dependent.

## **ARTICLE 2 - LIFE INSURANCE**

2.01 The amount of Group Life Insurance shall be \$25,000.00.

2.02 Should an employee become totally disabled while insured and before normal retirement age, and such disability continues without interruption for a least six (6) months, his life insurance will remain in force without further premium payment until the employee recovers or attains normal retirement age. The insurer shall reserve the right to require the employee to submit to physical examination by physicians designated by it. Total disability means continuous disability which, during the first ~~two~~ (2) years of total disablement, prevents an employee from performing any and every duty pertaining to the employee's own occupation and thereafter from engaging in any occupation for which the employee is fitted through education, training, or experience.

2.03 Where an insured employee terminates employment, other than because of total disability, the employee shall have the option of obtaining from the insurer within thirty-one (31) days of termination an individual Insurance Policy as provided for in the Insurance Contract. This policy shall be for an amount not greater than the amount of Group Life Insurance and shall be subject to the insurer's normal underwriting rules, except that this Insurance shall not be subject to the employee supplying evidence of insurability.

2.04 The amount of Group Life Insurance as stated above, shall automatically terminate on the date on which the employee attains his 70th birthday.

## **ARTICLE 3 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

3.01 Accidental Death and Dismemberment Insurance is payable if accidental bodily injury is sustained by an employee while the employee is insured for this Benefit Provision and such injury results directly and independently of all other causes in any one of the losses set forth in Article 3.02. Benefits will be paid for certain losses, provided that:

- (i) for losses set forth in Section A, the loss is incurred within 365 days of the date of accidental bodily injury, and
- (ii) for losses set forth in Section B, the loss is incurred within 365 days of the date of accidental bodily injury and is continuous for a period of one year.

3.02 The amount of Accidental Death and Dismemberment Insurance shall be:

### SECTION A

Loss of Life	
Loss of Both Hands	
Loss of Both Feet	
Loss of the Sight of Both Eyes	\$25,000.00
Loss of One Hand and One Foot	
Loss of One Hand and the Sight of One Eye	
Loss of One Foot and the Sight of One Eye	
Loss of Speech and Hearing in Both Ears	
Loss of One Leg	\$18,750.00
Loss of One Arm	
Loss of One Hand	
Loss of One Foot	
Loss of the Sight of One Eye	\$12,500.00
Loss of Speech	
Loss of Hearing in Both Ears	
Loss of Thumb and Index Finger	\$6,250.00
Loss of At Least Four Fingers of One Hand	
Loss of All Toes of One Foot	\$3,125.00

### SECTION B

Loss of Use of Both Legs	
Loss of <b>Use</b> of Both Arms	\$25,000.00
Loss of Use of Both Hands	
Loss of Use of One Leg	\$18,750.00
Loss of Use of One Arm	
Loss of Use of One Hand	\$12,500.00

3.03 Accidental Death and Dismemberment Benefits are not payable if the death or injury of the employee results from or was in any manner or degree associated with or occasioned by:

- (i) suicide or wilfully self-inflicted injuries, while sane or insane;

- (ii) viral infections; bacterial infections (except pyogenic bacterial infections which occur with and through an accidental bodily injury); any form of disease or illness or physical or mental infirmity; medical or surgical treatment;
- (iii) service, including part-time or temporary service in the armed forces of any country,
- (iv) war or hostilities of any kind, whether or not the insured person was actually participating therein, and whether or not war was declared;
- (v) committing or attempting to commit a criminal offence as defined in the Criminal Code of Canada;
- (vi) air travel, ascent or descent, where:
  - (a) an insured employee is acting in any capacity as a member of the crew,
  - (b) any **loss** occurs as a result of travel in an aircraft owned, leased or rented by the Employer.

3.04 The maximum amount payable in respect of any one accident shall not exceed \$25,000.00.

#### **ARTICLE 4 - SICK PAY ALLOWANCE**

4.01 The Company agrees to pay employees for three (3) sick days per year, for days not covered by insurance benefits. These days are not cumulative nor can they be carried over from year to year. The amount of pay will be seventy per cent (70%) of regular daily wages to a maximum of seventy dollars (\$70.00) per day.

In the event any of the sick days have not been used in any year, the employee will receive payment for the unused days in the aforementioned amount.

Employees hired, after January 23, 2000 will not receive entitlement under this article.

#### **ARTICLE 5 - WEEKLY INCOME INSURANCE**

5.01 An insured employee who is totally disabled and unable to work due to sickness or an accident not covered by Workers' Compensation, will be paid a weekly benefit commencing on the first day of absence due to an accident and the fourth day of absence due to a sickness, but in no event prior to the date of the first treatment by the attending physician.

5.02 The amount of weekly income benefit shall be equal to 70% of an employees weekly insurable earnings (as defined under the Unemployment Insurance Act of Canada), provided such weekly insurable earnings do not exceed the maximum weekly insurable earnings under the Unemployment Insurance Act of Canada in effect on the date of calculation. In no event shall the amount of Weekly Income exceed the amount permitted under said Unemployment Insurance Act.

5.03 Weekly Income benefits will be paid for a total of not more than 26 weeks for each period of disability.

5.04 It is not required that the insured employee be confined to home, but the employee must be unable to perform his regular duties and under the continuous care and attendance of a licensed physician during the period for which benefits are being claimed or the duties associated within a work accommodation which the union and the company agree are suitable.

5.05 Successive periods of disability shall be considered as one period of disability, unless the employee returns to work and completes at least two (2) complete consecutive weeks of active, full-time employment before the commencement of the later disability or unless the later disability is due to causes wholly different from those of the prior disability and commences after the employee has returned to work.

5.06 Weekly Income benefits are not payable for the following:

- (i) Disability due to injury sustained while working for pay or profit or illness for which the employee is covered under Workers Compensation or similar law; or
- (ii) Disability due to or associated with treatment rendered for aesthetic purposes; or
- (iii) Disability during a period the employee is serving a prison sentence; or
- (iv) Disability resulting from self-inflicted injury, war, or engaging in a riot or insurrection; or
- (v) Pregnancy where a female employee is not disabled; or
- (vi) During the period which commences with the 10th week prior to the expected week of confinement for pregnancy and which ends with the 6th week after the week of such confinement; or
- (vii) Any period during which a female employee is on a pregnancy leave of absence in accordance with Article 4.03 of this Agreement.

## **ARTICLE 6 - LONG-TERM DISABILITY INSURANCE**

6.01 Upon receipt and approval by the insurer of due proof that an insured has become totally and continuously disabled for a period of one hundred and eighty (180) days, a monthly benefit shall be paid to the employee until the earliest of the following dates:

- (i) the date on which the employee shall cease to be totally disabled;
- (ii) the date on which the employee attains normal retirement age;
- (iii) the date of the employee's death.

6.02 Total disability means continuous disability which, during the first two (2) years of total disablement, prevents an employee from performing any and every duty pertaining to the employee's own occupation and thereafter from engaging in any occupation for which the employee is fitted through education, training or experience.

**6.03** The amount of the monthly benefit payable with respect to a disability shall be, before the co-ordination with other income, 60% of an employee's monthly earnings, subject to a maximum monthly benefit of \$2,500.00.

**6.04** If the disability income benefit receivable by the disabled employee from all sources, including Workers Compensation benefits, exceeds 85% of the employee's net take-home pay when last at work, payment under this benefit will be reduced so that the income benefits from all sources shall not exceed 95% of such net take-home pay when last at work.

It is further provided that the employee's total income from all sources, including Long-term Disability benefits under this policy and the employee's rehabilitative employment income, shall not exceed the employee's pre-disability income.

**6.05** Once benefits commence under this policy, the employee's Long-term Disability benefits will not be further reduced by any increases in the Canada or Quebec Pension Plan benefits which result from an increase in the Pension Index.

**6.06** It is not required that the insured employee be confined to home, but the employee must be under the regular care and attendance of a licensed physician during the period for which benefits are being claimed.

**6.07** Long-term Disability benefits are not payable with respect to disabilities resulting from any of the following:

- (i) Wilfully self-inflicted injury or any attempt at self-destruction.
- (ii) Any condition for which the employee is not under the care of a physician or surgeon duly licensed to practice medicine;
- (iii) War or injury sustained while working for another Employer or while committing or attempting to commit an assault or crime;
- (iv) Pregnancy where a female employee is not disabled;
- (v) Any period during which a female employee is on pregnancy leave of absence in accordance with Article 4.03 of this Agreement.

**6.08** Successive absences from work are considered to be in the same period of disability unless separated by six (6) months of active full-time employment while insured or one full month of work while insured and due to wholly different causes. Work performed under a rehabilitation Program will not be considered in determining successive periods of disability.

## **ARTICLE 7 - PRESCRIPTION DRUG INSURANCE**

**7.01** Covered expenses are drugs and medicines which according to the Food and Drugs Act, Canada require the written prescription of a duly qualified medical practitioner and which are dispensed by a licensed pharmacist for the use of an employee or eligible dependent including:

- (i) oral contraceptives;
- (ii) needles, syringes and diagnostic aids for diabetics.

The policy also covers certain drugs which do not require a written prescription when prescribed by a duly qualified medical practitioner, provided they are listed in the current Compendium of Pharmaceuticals and Specialties and injectable drugs when administered by a physician for which no non-injectable alternative is available including the cost of administration.

7.02 The following expenses are excluded:

- (i) vitamins, dietary supplements or contraceptive devices;
- (ii) atomizers, appliances and prosthetic devices, first aid or diagnostic supplies;
- (iii) any single purchase of drugs or medicines which would not be used within a 34 day period except for certain maintenance drugs such as antihypertensive agents, digitalis, oral contraceptives;
- (iv) patent or proprietary medicines;
- (v) prescriptions paid for by any other agency or plan;
- (vi) medication or medicines other than those referred to in sub-item (iv) above, which are normally considered over-the-counter preparations and not requiring a prescription;
- (vii) drugs dispensed by a duly qualified medical practitioner or dentist or received while in hospital;
- (viii) delivery and transportation charges.

7.03 The Prescription Drug Plan does not cover a dependent child who is a student after his 26<sup>th</sup> birthday.

7.04 This plan provides for 80% reimbursement and a dispensing fee cap of five dollars (\$5.00).

## **ARTICLE 8 - AMBULANCE EXPENSE INSURANCE**

8.01 Upon receipt and approval by the insurer of due proof that an eligible employee or dependent has incurred expense in respect of the use of a hospital or professional motor car ambulance or licensed air ambulance, the insurer will, subject to Article 15, reimburse the employee for such expense, provided that payment will be made only in respect of a disability where hospital confinement is required and only if the insurer is satisfied that the physical condition of the individual precludes the use of other means of transportation.

## **ARTICLE 9 - HEALTHCARE INSURANCE**

9.01 Healthcare Insurance is designed to assist the employee with the payment of his larger medical bills. Healthcare Insurance covers only those medically necessary expenses which are considered reasonable and customary for the service provided, in the area where the expenses are incurred. The following services and supplies are



covered expenses, where permitted by law and to the extent they are not covered under the Provincial Hospital Insurance Plan:

- (i) Doctors services for treatment provided outside the province in which the employee resides;
- (ii) Physiotherapists' services provided the physiotherapist is not a member of the patient's family;
- (iii) Radio-active materials;
- (iv) Oxygen;
- (v) Blood transfusions;
- (vi) X-rays and lab tests if not covered by the Provincial Health Insurance Plan;
- (vii) Out-of-hospital treatment of accidental injury to natural teeth completed within 6 months after the accident;
- (viii) Rental or, at the Company's discretion, purchase of supplies, appliances and prosthetic devices prescribed by a physician or surgeon as listed in the Group Insurance Contract;
- (ix) Out-of-hospital services of a registered nurse, licensed practical nurse, or registered nursing assistant up to a maximum of \$10,000.00 in any calendar year.

However, covered expenses do not include:

- (a) services of any person who is a member of the employee's family, or
  - (b) services of a custodial nature or which do not require the specific **skills** of a registered nurse, licensed practical nurse or registered nursing assistant.
- (x) Services of the following legally licensed paramedical practitioners up to a maximum for each type of practitioner of \$150.00 in any calendar year and \$50.00 for all X-rays in any calendar year:
- (a) Chiropractor;
  - (b) Osteopath;
  - (c) Chiropodist/Podiatrist;
  - (d) Naturopath.
- (xi) Out-of-hospital services of a psychologist up to a maximum of \$250.00 in any calendar year;
  - (xii) Services of a legally licensed masseur up to a maximum of \$250.00 in any calendar year;
  - (xiii) Services of a speech therapist for correction of speech impairments up to a maximum of \$250.00 in any calendar year;
  - (xiv) Orthopaedic shoes up to a maximum of \$150.00 in any calendar year;
  - (xv) Hearing aids prescribed by an Ear, Nose and Throat Specialist up to a maximum of \$300.00 in any 5-year period.

9.02 Expenses incurred out-of-province are covered if benefits would have been payable had they been incurred in the employee's home province and if:

- (i) an eligible employee or dependent is temporarily out-of-province on business or vacation or for furthering education and the expenses arise as a result of an emergency or unexpected sudden illness, or
- (ii) the required medical treatment is not readily available in the employee's home province.

If medical treatment is readily available elsewhere in Canada but the employee seeks treatment outside Canada, benefits will be limited to the reasonable and customary charges of the nearest Canadian medical centre equipped to provide the necessary treatment.

9.03 The following expenses are excluded:

- (i) Services not listed as covered expenses;
- (ii) Delivery and transportation charges;
- (iii) Services and supplies which are required for recreation or sports but which are not medically necessary for regular activities;
- (iv) Services and supplies received during a period of hospital confinement which began before the employee became eligible for insurance coverages.

9.04 All benefits paid under this coverage will be insured and shall be subject to Article 15.

## **ARTICLE 10 - DENTAL CARE INSURANCE**

10.01 Upon receipt and approval by the insurer of due proof that an eligible employee or dependent has incurred expenses for covered dental services, the insurer will, subject to Article 15, reimburse the employee for eighty percent (80%) of the charges for covered dental services listed under Article 10.02, Routine Treatment, and fifty percent (50%) of the charges for covered dental services listed under Article 10.02, Major Treatment, subject to a total annual maximum reimbursement of \$1,000.00 for services under Routine Treatment and/or Major Treatment. This maximum is reduced to \$500.00 during the first year an eligible employee and his dependants are insured if his coverage commences on or after July 1st of any year. Benefits provided under Routine Treatment and/or Major Treatment exclude that portion of any charge, which is in excess of the prevailing Ontario Dental Association Fee Guide.

10.02 Covered dental services shall be the following:

### **ROUTINE TREATMENT:**

- (a) oral examination and diagnosis;
- (b) tests and laboratory examinations;
- (c) complete series of periapical x-rays but not more than once in any 24 month period;
- (d) bitewing x-rays but not more than once in any 6 month period;
- (e) radiographs;
- (f) dental prophylactics but not more than once in any 6 month period;

- (g) topical application of fluoride phosphate but not more than once in any 6 month period; -
- (h) space maintainers and appliances to control harmful habits;
- (i) plastic fillings (amalgam, silicate, acrylic or equivalent);
- (j) endodontic treatment (root canal therapy);
- (k) periodontics:
  - (i) non-surgical services;
  - (ii) occlusal equilibration (not exceeding 8 time units every year);
  - (iii) scaling and dentition.
- (l) relining and rebasing of dentures;
- (m) oral surgical procedures, including the removal of teeth;
- (n) anaesthesia in connection with oral surgery and drug injections;
- (o) emergency treatment;

**MAJOR TREATMENT:**

- (a) inlays, onlays and crowns;
- (b) fixed bridgework;
- (c) complete dentures;
- (d) partial dentures;
- (e) repair or recementing of crowns, inlays, bridgework and dentures;
- (f) periodontics:
  - (i) surgical services,
  - (ii) post-surgical treatment,
  - (iii) adjunctive procedures,
  - (iv) post treatment evaluation.
- (g) major surgery;
- (h) examinations:
  - (i) prosthodontic oral examination,
  - (ii) temporal mandibular joint x-rays,
  - (iii) diagnostic casts,
  - (iv) prosthodontic evaluation.

10.03 Covered Dental Expenses do not include and no payment will be made for:

- (i) treatment furnished without charge or paid for directly or indirectly by any government or for which a government prohibits payment of benefits,
- (ii) cosmetic treatment, experimental treatment, dietary planning, oral hygiene instructions, congenital or developmental malformation;
- (iii) treatment received from a dental or medical department maintained by the employer, a mutual benefit association, labour union, trustee or similar type of group;

- (iv) laboratory charges related to prosthodontic appliances which are in excess of  $66 \frac{2}{3}$ , of the total fixed fee for the procedure stated in the applicable fee guide;
- (v) installation of an initial appliance (fixed bridgework, removable partial or complete denture) replacing natural teeth which were extracted prior to the effective date of coverage for the participant or dependent, unless necessitated by the extraction of additional natural teeth after the effective date of coverage for the participant or dependent;
- (vi) replacement of existing dentures or bridgework, crowns, inlay, onlays or periodontal splinting unless:
  - (a) they are required because of the extraction of one or more natural teeth after the effective date of coverage for the participant or dependent,
  - (b) they are at least 5 years old and the replacement is ordered at least 12 months after the effective date of coverage for the participant or dependent,
  - (c) the existing appliance was temporarily installed after the effective date of coverage for the participant or dependent and is replaced by a permanent appliance,
  - (d) the replacement appliance is made necessary as the result of an accidental bodily injury while insured.
- (vii) expense of dentures, which have been lost, mislaid or stolen;
- (viii) expense of dental treatment required as a result of any self-inflicted injury, war or of engaging in a riot or insurrection;
- (ix) charges made by a dentist for broken appointments or for completion of claim forms required by the insurance company;
- (x) orthodontic treatment;
- (xi) charges for dental treatment involving the use of gold which are in excess of the charges that would have been made if a reasonable substitute could have been used;
- (xii) services or supplies for full mouth constructions, vertical dimension correction, myofunctional therapy or for correction of temporal mandibular joint dysfunction;
- (xiii) crowns placed on a tooth not functionally impaired by incisal or cuspal damage;
- (xiv) prosthetic devices which are ordered while the participant or dependent is insured under this benefit but are installed after termination of this benefit;
- (xv) expenses for accidental injury to natural teeth incurred more than 12 months after the accident;

10.04 In the event of the death of the insured employee, Dentalcare Insurance will be continued for the eligible dependants of the deceased employee for 31 days provided the Dentalcare benefit is still in force.

## **ARTICLE 11 - ONTARIO HEALTH INSURANCE PLAN**

11.01 Subject to Article 15, the Company agrees to pay one hundred percent (100%) of the Ontario Health Insurance Plan premiums for all full-time employees and their eligible dependants. The Union agrees that any cost savings, that result from any Government action relating to the Ontario Health Insurance Plan, shall accrue solely to the benefit of the Company.

11.02 An employee will be eligible for dependent premium payment on the date of becoming eligible for employee premium payment if on that date the employee has any eligible dependants, otherwise, the employee will become eligible for dependent premium payment on the date of first acquiring a dependent.

11.03 Eligible dependants are the spouse of an employee, unmarried dependent children from birth to twenty-one (21) years of age and dependent children who are mentally or physically infirm to any age of an employee but not including a person insured under this Programme as an employee or a person residing outside Canada and the United States of America.

## **ARTICLE 12 - WORKERS' COMPENSATION COMPENSABLE ACCIDENT**

12.01 The Company shall pay an employee for time lost resulting from a compensable accident, during the period on the first day which is not covered by Workers Compensation Board coverage.

## **ARTICLE 13 -VISION CARE INSURANCE**

13.01 Visioncare insurance covers 100% of the Covered Expenses listed below when prescribed by an Ophthalmologist or an Optometrist up to the maximums specified below, provided such expenses are considered reasonable and customary for the service provided in the area where the expense is incurred.

13.02 The following items are Covered Expenses under this benefit:

- (i) eyeglass frames and lenses (or contact lenses selected in place of lenses and frames) required for:
  - (a) an initial lens prescription,
  - (b) a change in a lens prescription, or
  - (c) replacement of eyeglass frames and lenses which have been lost, stolen or broken up to but not exceeding:
    - (a) \$100.00 in any 12 month period for dependent children under 18 years of age, and
    - (b) \$80.00 in any 24 month period for any other insured person. (Replacement of eyeglass frames and lenses which have been lost, stolen or broken, will be covered only if the eligible employee or dependent has been insured for this coverage for at least 3 years and at least 3 years have elapsed since the person requiring the replacement has incurred a claim for Visioncare benefits.)

- (ii) Contact lenses (up to \$240.00 during the entire time the eligible employee or dependent is insured) if they are prescribed because the regular surface of the lens of the eye (the cornea) is impaired in some way, and if visual acuity can be improved to at least the 20/40 level with contact lenses but not with ordinary eyeglasses.

13.03 Visioncare Insurance will not be payable for:

- (i) treatment furnished without charge or paid for directly or indirectly by any government or for which a government prohibits payments of benefits;
- (ii) eye tests or examinations required by an employer, school or government for screening purposes,
- (iii) artificial eyes, sunglasses or safety glasses.

#### **ARTICLE 14 - PENSION PLAN**

14.01 The Company agrees to implement the Canadian Commercial Workers' Industry Pension Plan, as of July 1st, 1985. Contributions for current service will be made in accordance with the Agreement signed and dated July 24th, 1986. Past service credit for all full-time employees will be calculated from December 1st, 1975. **All** employees shall retire no later than the first of the month following their 65th birthday.

14.01 (a) The Employer agrees to participate in and contribute to the **CANADIAN COMMERCIAL WORKERS' INDUSTRY PENSION PLAN**.

(b) The Employer agrees to contribute to the Trust Fund of the Canadian Commercial Workers' Industry Pension Plan as of Dec. 29/91 .47 cents per hour for all eligible employees in the bargaining unit. On December 2, 2002 the contribution will increase to .57 cents per hour for all eligible employees in the bargaining unit.

(c) For purposes of paragraph (b) above, hours paid means all regular hours paid to all employees.

The maximum number of hours paid per week is the number of hours of the normal week of a full-time employee in the bargaining unit.

The said hours paid shall include hours worked, hours paid by the Employer for the time not worked because of vacations, statutory holidays, bereavement leave, jury duty, paid time for negotiations or grievance meetings, etc.

(d) The Employer agrees to sign the "Participation Agreement" and to supply any other documents, forms, reports or information requested/required by the Trustees of the Pension Plan.

(e) The Employer shall forward all contributions, supported by a report in a format to be designated by the Trustees, together with a list of all employees

and the number of hours paid for each employee in each month. Contributions shall be made within 15 days following the end of each month.

The Employer agrees to comply with all requests of the Board of Trustees in regard to entry into the Plan, to abide by all the rules and decisions of the Board of Trustees as decided from time to time and specifically, to pay late remittance penalties and any costs incurred by the Board of Trustees because the Employer failed to remit contributions in the form or on the date required by the Trustees.

#### **ARTICLE 15 - CO-ORDINATION OF BENEFITS PROVISION**

15.01 This Article 15 applies where the spouse and/or family of a covered full-time employee are provided with insurance coverages by virtue of such spouse's employment. Where such other coverages are provided, the amount of benefit provided under Articles 8, 9, 10 and 11 of this Appendix "A", shall be equal to the amount otherwise payable by the Company, less the full amount which would be provided by virtue of the spouse's employment in the absence of any benefits provided by the Company.

#### **ARTICLE 16 - OUTSTANDING PREMIUMS**

16.01 Outstanding benefit plan employee portion premiums not collected due to an employee's absence, will be collected in an amount equal to two (2) times the usual deduction on each pay subsequent to that employee's return to work.

## LETTER OF UNDESTANDING

KRETSCHMAR INC.  
71 Curlew Drive  
Don Mills, Ontario  
M3A 2P8

September 27, 1992

Mr. Dan Gilbert  
President  
United Food and Commercial Workers  
**Local 1000A**  
Suite 204  
61 International Blvd.  
Rexdale, Ontario M9W 6K4

Dear Sir:

In accordance with the Agreement reached during our recent contract negotiations, we wish to set out the following understanding, which will be effective for the lifetime of the Collective Agreement, expiring December 1st, 2005.

The Company agrees that the Company Nurse will use the following guidelines when contacting employees, who are absent from work:

- (i) Employees who have advised the Company that they are not available for work on any day will not be called by the Nurse on that same day.
- (ii) Employees on compensation or on medically approved absence will not be called until two **(2)** days prior to their projected return to work date, unless reasonable cause exists.
- (iii) Employees will not be called regarding their absence from work, until such absence has exceeded three **(3)** days.

Sincerely,  
KRETSCHMAR INC.

Brian Marchant  
Director of Human Resources



## LETTER OF UNDERSTANDING

KRETSCHMAR INC.  
71 Curlew Drive  
Don Mills, Ontario  
M3A 2P8

September 27, 1992

Mr. Dan Gilbert  
President  
United Food and Commercial Workers  
Local 1000A  
Suite 204  
61 International Blvd.  
Rexdale, Ontario M9W 6K4

Dear Sir:

In accordance with the Agreement reached during our recent contract negotiations, we wish to set out the following understanding, which will be effective for the lifetime of the Collective Agreement, expiring December 1st, 2005.

The Company agrees that "if a third shift is started again, individuals will be assigned a constant starting time."

Sincerely,  
KRETSCHMAR INC.

Brian Marchant  
Director of Human Resources

## LETTER OF UNDERSTANDING

KRETSCHMAR INC.  
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Don Mills, Ontario  
M3A 2P8

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United Food and Commercial Workers  
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Suite 204  
61 International Blvd.  
Rexdale, Ontario M9W 6K4

Dear Sir:

In accordance with the Agreement reached during our recent contract negotiations, we wish to set out the following understanding, which will be effective for the lifetime of the Collective Agreement, expiring December 1st, 2005.

- (1) The Company has agreed that the current telephone will remain, however an additional pay telephone will be installed in the cafeteria area. It is agreed and understood that if the current telephone privilege is abused or malicious damage results to it, then the privilege of this telephone will be removed.

The Company has also undertaken to relay important messages to employees as soon as is possible.

- (2) The Company has agreed to provide a suitable glove for wear in the demoulding area., Glove distribution and control will be the responsibility of the Supervisors.
- (3) The Company has agreed that microwave oven(s) will be made available for the use of employees. If additional chairs and tables are required for the cafeteria, the Company agrees that they will be provided.

Sincerely,  
KRETSCHMAR INC.

Brian Marchant  
Director of Human Resources

## LETTER OF UNDERSTANDING

KRETSCHMAR INC.  
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Don Mills, Ontario  
M3A 2P8

September 27, 1992

Mr. Dan Gilbert  
President  
United Food and Commercial Workers  
Local 1000A  
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Dear Sir:

In accordance with the Agreement reached during our recent contract negotiations, we wish to set out the following understanding, which will be effective for the lifetime of the Collective Agreement, expiring December 1st, 2005.

The parties recognize that under special circumstances, the Company may desire to temporarily increase the number of active, part-time or student employees to levels beyond those outlined in the Collective Agreement.

Therefore, in such an event, the Company agrees to obtain concurrence from the Union before proceeding and the Union agrees to consider such a request with concurrence not being unreasonably withheld.

Sincerely,  
KRETSCHMAR INC.

Brian Marchant  
Director of Human Resources

## LETTER OF UNDERSTANDING

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Don Mills, Ontario  
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September 27, 1992

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President  
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Dear Sir:

In accordance with the Agreement reached during our recent contract negotiations, we wish to set out the following understanding, which will be effective for the lifetime of the Collective Agreement, expiring December 1st, 2005.

The Company agrees to inform the Union of permanent changes to equipment or processes including line speeds, concurrent with the change being implemented. Further, it is desirable to communicate the need for any changes, permanent or otherwise and the parties agree to keep each other apprised of any such need.

Specific or ongoing concerns shall go to the certified Health and Safety Representatives and/or the Joint Health and Safety Committee for review and/or recommendations to management.

Unresolvable issues will be further passed on through the applicable complaint procedure.

Sincerely,  
KRETSCHMAR INC.

Brian Marchant  
Director of Human Resources

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