

COLLECTIVE AGREEMENT



Between

STRATHROY FOODS LTD. - FULL TIME

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 141

Affiliated with the International Brotherhood of Teamsters

May 1, 2003 to April 30, 2006





TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 141

426 Third Street, London, Ontario N5W 4W6

Phone: (519) 455-5180

EXECUTIVE BOARD

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QUICK REFERENCE far the GRIEVANCE PROCEDURE

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Discussions with the grievor, steward and foreman.

If not settled...

2. HAND IN WRITTEN GRIEVANCE

Discussions with the grievor, steward and foreman.

If not settled...

3. The foreman is to give a WRITTEN DECISION and the opportunity for discussion.

If not settled...

4. MEETING to be set up between Human Resources, the business representative from the local union, the grievor, and the steward.

If not settled...

5. ARBITRATION

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ARTICLE 1 - RECOGNITION

1.01

The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Company at its frozen food plant in Ingersoll, Oxford County, save and except foremen, foreladies, persons above the rank of foremen and forelady, office, technical and sales staff, seasonal employees employed between June 1 and December 20, and employees who work regularly for not more than 16 hours a week.

1.02

Employees outside of the bargaining unit will not perform work normally performed by employees in the bargaining unit except in the case of:

- a) Instruction
- b) Introduction to new methods, products or equipment
- c) Emergencies arising during the regular processing seasons
- d) Emergency repairs

1.03

If in the event of a complete or partial closure of the plant, the Company will give the Union 60 working days notice of such a closure and meet to discuss the possible movement of affected persons by seniority.

If the Company fails to give 60 (sixtv) working days notice, the Company shalt pay the difference in wages to the affected employees.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01

The Union acknowledges that nothing in the Agreement shall limit the Company in the exercise of its functions of management under which it shall have the right to:

- a) Maintain order, discipline and efficiency;
- b) Hire, promote, demote, layoff, recall, transfer, classify, discipline and discharge any employee, subject to the terms of this Agreement;
- c) Generally to manage the plant in all respects, including the choice of products to be produced, the method of processing to be used, and to determine standards of quality and quantity for all products produced.

2.02

The Company has the right to set reasonable rules and regulations for the conduct of the employees during working hours, provided such rules are not in conflict with the terms of this Agreement. Copies of such rules and regulations will be forwarded to the Union *two* (2) weeks prior to implementation. Copies will be posted on the Bulletin Board.

AKTICLE 3 - UNION SECURITY

3.01

The Company agrees that all present employees covered by this Agreement except new employees during their probationary period shall, as a condition of employment, become and remain members of the Union in good standing.

3.02

New employees covered by this Agreement shall make application for membership in the Union and shall become and remain members of the Union in good standing as a condition of employment as soon as their thirty (30) working day probationary period has been served within two months of hire. Only one probationary period per employee. The application for membership cards will be forwarded to the Union by the Company within three (3) working days.

3.03

The Company agrees to deduct Union dues and initiation fees as specified in the Union Constitution, from each eligible employee on a weekly basis, this is based on the first four (4) weeks of any month. Employees subjected to layoff will have their remaining monthly dues deducted from their last pay cheque. The Company will remit the monies so deducted, together with a list showing from whom and in what amount deductions were made to the Secretary-Treasurer of the Union by the tenth (10) day of the following month in which the monies were deducted. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues and such notification shall be the Company's conclusive authority to make the deductions specified.

3.04

The Company and the Union will meet quarterly to discuss all work being considered for outsourcing in an effort to retain the work within the plant.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.01

During the term of this Agreement the Union agrees that there will be no strikes, and the Company agrees that there will be no lockouts.

AktiICLE 5 - SHOP STEWARDS

5.01

The Union will elect and then appoint and the Company will recognize five (5) shop stewards. The duty of the stewards shall be to assist employees with interpretation and implementation of the Collective Agreement. (There will be one alternate steward in the warehouse and distribution.)

Skilled Trades Maintenance Engineering	- One Steward				
Packa a in a	- Three Stewards				
Warehouse and Distribution (Fork-Lift)	- One Steward and - One Alternate Steward				

The Company will recognize one (1) alternate shop steward from the warehouse and distribution department under the following circumstances and will act as steward when:

- a) The existing steward is on short term or long term disability.
- b) The existing steward is on vacation.
- c) If the steward is on a leave of absence.

5.02

The Union recognizes and agrees that stewards have regular duties to perform in connection with their employment and, therefore, the business of administering this Agreement will be attended to with the least possible interference with production. Before leaving his regular Company duties, a steward must obtain permission from his foreman or immediate supervisor to do so, and when resuming his regular duties he will report to his foreman or supervisor. Such permission shall not be unreasonably withheld.

5.03

The Union agrees to supply the Company with the names of the stewards and of any subsequent changes in the names of stewards.

5.04

All stewards shall have completed their probationary period.

5.05

The Company agrees to pay stewards for any time lost while handling grievances and during negotiations which occur during regular working hours.

5.06

The Union will have the right to post notices on <u>two</u> designated enclosed bulletin boards for the exclusive use of the Union provided the notices are confined to notices of Union meetings, or other official Union notices duly signed by an officer of the Union.

An authorized representative of the Union shall be permitted to visit the office of the Company at any reasonable hour and will be permitted to visit the Company's plant during working hours

to investigate any matter covered by this agreement, provided he has approval of a member of the plant management staff and reports to reception upon arrival.

5.07

In accordance with the above, the Union representative shall have the right to meet with one (1) only steward, providing they have informed their immediate supervisor, for a reasonable period of time during working hours in an area designated by a member of the plant management staff, for the purpose of transacting any business pertaining to this agreement.

5.08

Notwithstanding their Company seniority status, stewards will be continued at work as long as work is available which they are willing and able to do. Where there is more than one (1) steward, the steward's seniority will determine his preferential position for layoff.

5.09

The Company agrees to grant the necessary time off, without discrimination, to one employee designated by the Union to attend a labour convention or serve in any capacity on other official business, without pay. The employee's seniority shall continue to accumulate during such leave of absence. Such leaves of absence shall be revocable upon seventy-two (72) hours notice by the employee. The Union and the Company agree to meet prior to reinstatement, to discuss appropriate skill sets and job placement.

The employee must make suitable arrangements in writing for continuation of Health and Welfare and Pension payment before the leave may be approved by either the Local Union or the Company. It *is* understood that this clause would apply to an Executive Board member and/or a full-time Business Representative.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01

- a) A grievance shall be defined as any subject which falls within the terms and conditions of this Agreement.
- b) It is understood and agreed that the employee does not have a grievance until the employee and a steward have discussed the complaint with the foreman. Failing settlement, the grievance will commence at Article 6.03.

6.02

It is agreed that no grievance will be considered, the alleged circumstances of which originated or occurred thirty (30) calendar days prior to its original presentation.

6.03

If any employee has a grievance, it shall be reduced to writing on forms supplied by the Union stating the specific Article being grieved and taken up in the following manner:

Step **■**:

By *a* conference between the employee, the steward and foreman. The foreman shall give his written decision to the steward within four (4) working days. Failing settlement, then:

step 2:

By a conference between the employee, the filing steward only and grievors, an official of the Union and an official of the Company. Where more than one grievance is submitted for the same alleged breach of the Collective Agreement, one steward will be selected by the Union to attend to represent these grievances. The Company shall give its written decision to the Union Official within seven (7) working days, or any longer period mutually agreed. Failing a settlement then the matter may be referred to a Board of Arbitration within ten (10) days after the decision in Step 2.

6.04

The Board of Arbitration shall consist of three Arbitrators, one to be appointed by each party to this Agreement and the third to be selected by the two so appointed. The party desiring arbitration shall appoint his arbitrator, and shall give notice in writing to the other party of such appointment, together with a written statement of the question to be arbitrated within ten (10) days after the decision in Step 3. After receiving such notice in writing, the other party shall appoint an arbitrator and give notice in writing to the other party within five (5) days. In the event of the two arbitrators so appointed being unable within ten (10) days to select a third arbitrator able and willing to act, either party may apply to the Minister of Labour for the Province of Ontario to appoint a Chairman of the Arbitration Board. The Board of Arbitration so constituted shall forthwith consider and determine the matters which have been submitted to it for disposal, and the decision of the majority of the members of the Board of Arbitration shall be final and binding on all parties concerned.

6.05

Any grievance not processed from one step to the next or to arbitration within ten (10) working days after the time specified in Steps 1, and 2, shall be deemed to have been dropped by the party instituting the grievance.

6.06

Each of the parties hereto shall bear the expense of its own representative to the Board of Arbitration, and the parties shall jointly and equally bear the expense of the third party of such Board of Arbitration.

6.07

The Arbitration Board shall not make any decision inconsistent with this Agreement, nor alter, modify or amend any part of this Agreement, but shall only consider the question in dispute.

6.08

Except in cases of conduct which would **support** discharge, such as serious accidents, consumption or possession or being under the influence of alcohol or drugs, dishonesty, falsification of records, insubordination, harassment, tampering with equipment, devices, product, or culminating incidents supporting discharge, employees shall be initially suspended pending investigation. During this period of suspension, the employee will be paid his wage rate and any other benefits that he is eligible to receive under this Agreement. Once the Company has made its final decision this arrangement shall terminate. If the employee wishes to contest the Company's final decision, he may file a grievance at Step 2 of the Grievance Procedure.

Such special grievance may be settled under the Grievance Procedure by:

- a) Confirming the Company's action in suspending or desiring to dismiss the employee;
- b) Reinstating the employee; or

cp Any other arrangement which may be deemed just and equitable.

If a seniority employee is suspended or whose discharge is pending, the Company shall give him a written statement of the reason for such suspension or discharge at the time of suspension.

No grievance regarding discharge or suspension will be considered by the Company if it is filed later than the 10th (tenth) working day after notice of suspension or discharge.

In order to receive benefits and wage rate under this Section during the period of investigation, an employee must, if suspended pending investigation, sign a document indemnifying the Company for monies received in the event the parties agree to such indemnification as part of a settlement or in the event that the Arbitrator confirms the Company's decision by dismissing any grievance contesting the decision.

6.09

If the Company or the Union wished to file a grievance, it shall do so by mailing a copy of the grievance by registered mail to the Union or Company, as the case may be, within thirty (30) calendar days of the occurrence of the event upon which the grievance is based and the Company or the Union, as the case may be, shall answer the grievance in writing within five (5) working days after receiving it.

6.10

No matter shall be submitted to arbitration that has not been carried through all steps of the grievance procedure.

6.11

Any written reprimands place on an employee's file shall be removed in accordance with the following time lines:

Verbal- Removed in six (6) months Written-Removed in twelve (12) months One Day Suspensions-Removed in twelve (12) months Three Day Suspensions-Removed in fifteen (15) months

6.12

A copy of written reprimands to an employee will only be forwarded to the steward representing that employee. (Stewards will have access to a photocopier.)

ARTICLE 7 - PAID HOLIDAYS

7.01

The following statutory holidays regardless of when they fall, will be granted to all employees after they have completed their probationary period:

New Year's Day
Good Friday
Victoria Day
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day
December 24th
Civic Holiday
Easter Monday
Boxing Day

7.\∠

If any of the four (4) holidays at Christmas and New Years' Day falls on a Saturday or Sunday, the Company can declare alternative day(s) as the holiday(s) and close the plant. Employees who work would be paid for the days that are declared holiday(s). The basis of payment shall be eight hours pay at the employees regular rate of pay on each occasion as per Article 11.03.

7.03

To be eligible for paid holiday pay, the employee must have worked in its entirety the last regular scheduled shift before and the first regularly scheduled shift after the paid holiday unless sent home and/or otherwise approved by the immediate supervisor and except when layoff occurs the first shift after the paid holiday or when an employee is on an authorized leave of absence or proven illness for either the regular scheduled shift before or the regular scheduled shift after the paid holiday. Laid off employees must be available for work the day after to qualify for the paid holiday. In all cases, however, the employee must have worked five (5) consecutive shifts of the scheduled shifts in the thirty (30) calendar days before the paid holidays.

Any proven illness which results in an employee working fewer than the scheduled hours on either the last regularly scheduled shift before the paid holiday or first regularly scheduled shift after the paid holiday will be required to provide medical documentation.

7.04

It is understood by the Company that if people have available vacations, they can be used between Christmas and New Year's, subject to Company approval.

a) When a statutory holiday falls on a Saturday or Sunday, the Company will post when the statutory holiday will be taken thirty (30) calendar days prior to it happening and will confirm this date before seven (7) calendar days of it happening.

7.05

If in the event of layoff and there is required work to be performed between Christmas and New Year's only, the Company will consider:

- Skill and ability
- Qualifications and classifications
- If in the event that there is work to be performed requiring these qualifications when there is an **overall lavoff** or partial lavoff during the week between Christmas and New Year's, the most senior employee **will** have the first right to lay off.

ARTICLE 8 - SENIORITY

8.01

Seniority shall be on a Bargaining Unit wide basis and an employee will be considered on probation until the employee has worked for the Company for a total of thirty (30) working days as per Article 3.02. **His** seniority shall commence at the date of hire into the permanent bargaining unit

8:02

- a) No bumping will occur if the expected duration of the layoff is twenty-four (24) hours, but not to exceed forty-eight (48) hours. For a layoff in excess of twenty-four (24) hours, but not to exceed forty-eight (48) hours, it is the responsibility of the employee to call the Company after the forty-eight (48) hours for the available jobs remaining.
 - When it is necessary to lay off employees, probationary employees will be laid off first. Thereafter, employees will be laid off in accordance with their bargaining unit wide seniority, providing the employees who remain are qualified to perform the remaining jobs. When recalling employees, ability being equal, employees will be recalled in order of their bargaining unit wide seniority.
- b) When it is necessary to add a third shift (midnights) in packaging, employees will be offered positions on the third shift in order of their seniority.

8.03

An employee shall lose his seniority standing, and his name shall be removed from the seniority lists for any of the following reasons:

- a) If the employee voluntarily quits;
- b) If the employee is discharged and is not reinstated in accordance with the provisions of the grievance procedure;
- c) If an employee is laid off and fails to return to work as soon as possible after he has been notified to do so by the Company through registered mail addressed to the last address on record with the Company, except in the case of an employee who is laid off and is working elsewhere. In such case the employee must return to work within seven (7) calendar days;
- d) If the employee overstays a leave of absence granted by the Company without securing an extension of such leave:
- e) If the employee is absent from work without good reasons for more than three (3) consecutive working days without securing a leave of absence from the Company;
- f) If the employee is laid off for a period of more than eighteen (18) months.

Note: It shall be the duty of the employees to notify the Company promptly of any change in their address. If an employee fails to do this, the Company shall not be responsible for failure of notice to reach such employee.

8.04

- a) When a vacancy occurs in a lower or higher classification, or a new job is created, such vacancy or new job will be posted on the bulletin boards for a period of three (3) working days and will be filled within fifteen (15) working days after the initial three (3) day posting, and eligible employees will have the right to bid for the position. Selection to such positions shall be made on the basis of seniority providing the employee has the ability to do the job. The successful applicant to a job posting other than Machine Set up and Maintenance will be allowed a two week familiarization period at the job rate of pay. The familiarization period for Machine Set up and Maintenance will be thirty (30) working days. Unsatisfactory progress during this period may result in the employee being returned to his former classification. If there is no successful applicant from within the bargaining unit and it is necessary to hire from outside, the Company will use its best efforts to fill the vacancy within thirty (30) calendar days.
 - i) All temporary jobs will be posted for all positions.

- `i) All permanentjobs will be posted for all positions.
 - iii) All job postings will include classification, job duties, and any other skills and abilities that might be required.
- b) In the Forklift classification only, the Company agrees to maintain certification for previously trained lift-truck drivers.

Employees applying for lift-truck driving vacancies must have been previously trained by the Company. In the event that said vacancies are not filled, these positions will be offered plant-wide. In the event that training is required, the Company will assume the required training costs and the successful bidder will remain on this posting for a minimum of twelve (12) months.

All employees who operate forklifts will be required to renew their forklift driver's certificate every two (2) years with an examiner designated by the Company; the cost of which will be paid by the Company.

8.05

If an employee is or has been transferred to a position which is not subject to the provisions of this Agreement, he shall retain his previous seniority after promotion and if demoted for any reason or if he voluntarily requests reinstatement to his former position in the Bargaining Unit within a six months (180 days) period, the time served in the non-bargaining unit position, shall be included in his seniority rating. After six months (180 days) he shall lose all seniority.

8.06

A seniority list shall be placed on the Bulletin Board and will be revised by the Company at least every four (4) months. Such lists will include the employee's classification and starting date with the Company. Copies of these lists will be forwarded to the Union.

8.07

On each occasion that an employee is absent from work due to bona fide sickness or accident, he will be granted leave of absence on the following basis: His seniority shall continue to accumulate up to the equivalent of his length of service for a period of not exceeding one year. Thereafter, his seniority will be non-accumulative but his acquired seniority shall be maintained.

8.08

An employee temporarily transferred to another job, for two weeks or less, shall receive the higher of his own rate or that of the new job. After two weeks the employee will receive the job rate.

8.09

Employees displaced due to workplace restructuring will have the right to bump to a position that seniority and ability permits.

8.10 - Lead Hands

A "lead hand" shall be defined as a person who will perform work and direct the work of other employees within the department only and he shall be a Union member. He shall not have the authority to hire, fire, or penalize. He may relay operational instructions from management to employees in the department only when he is working.

And ad hand shall not enjoy preferential treatment if he is subject to layoff. He will be laid off in accordance with his Company's seniority regardless of his lead hand qualifications.

When lead hands are to be appointed by management, a bid will be posted and the lead hand will be selected according to qualifications and seniority. However, it will be the sole responsibility of management to make the final selection provided that when qualifications are equal, the senior person will be given preference.

ARTICLE 9 - LEAVE OF ABSENCE

9.01

The Company may grant written leave of absence without pay to any employee for legitimate reasons up to a period of three (3) months. Should this request fall under the guidelines of the Emergency Leave Provisions of the Employment Standards Act (2000), then leave under these provisions would be exhausted before granting additional leave.

9.02

The Company will grant leave of absence without pay and without loss of seniority once a year to not more than two (2) employees to serve as delegates of the Local Union for the transaction of Union business, provided such absence does not interfere with the efficient operation of the plant. Such leave of absence is not to exceed two (2) weeks in duration.

The Company agrees to allow one steward time off without pay at any given time to do Union work, without **loss** of seniority, provided such absence does not interfere with the efficient operation of the plant. The Union will provide three (3) days notice for such leaves of absence.

9.03

The Company will grant written leave of absence without pay to any female employee up to a period of seven (7) months due to pregnancy. Employees will be allowed to continue to work beyond the fifth month of pregnancy only with a doctor's permission and shall not return after pregnancy for at least six (6) weeks after birth of child, and then only with a doctor's permission. If the doctor does not release the employee as being physically fit to return to work, the leave of absence shall continue without loss of seniority.

9.04

Employees requesting appointment leaves will advise the Company three (3) working days before the leave.

It is expected that the employee will make every effort to schedule appointments outside of their normally scheduled working hours, and such leaves shall not be unreasonably withheld.

Should this request fall under the quidelines of the emergency leave provisions of the Employment Standards Act 2000, then leave under these provisions would **be** exhausted before granting additional leave.

In the case where an employee does not receive written confirmation from their immediate supervisor two working days before the requested leave is to be taken, such leave will be considered granted.

ANTICLE 10 - VACATIONS WITH PAY

10.01

- a) Employees having one (1)ear's service on the anniversary date of employment shall be paid 4%.
- b) Employees having completed more than one (1) year's service, but less than five (5) years' service on the anniversary date of employment shall be entitled to two (2) weeks vacation and 4% pay.
- c) Employees having completed more than five (5) years' service, but less than eleven (11) years' service on the anniversary date of employment shall be entitled to three (3) weeks vacation and 6% pay.
- d) Employees having completed more than eleven (11) years' service on the anniversary date of employment shall be entitled to four (4) weeks vacation and 8% vacation pay.
- e) Employees having completed more than eighteen (18) years' service by the employee's anniversary date of employment shall be entitled to five (5) weeks vacation and 10% vacation pay.

10.02

Vacation shall be taken by employees overed by this Agreement at times agreed upon by the employees and the Company. In working out vacation schedules the Company shall have regard to giving preferential treatment to employees having the greatest seniority. It is understood that the Company shall, at all times have the right to work out vacation schedules in a manner which will assure that there are an adequate number of employees at work to fulfill production requirements. The Company agrees that when an employee has more than two weeks, subject to operational requirements, he can take two weeks' vacation in July and August. The Company will allow as manv people off as possible. Vacation schedule to be nosted by the Company by November 1st and to be completed by the employees by November 30th in each year. Changes to the schedule after November 30th will be mutually agreed upon and finalized by December 20th.

10.03

Should a paid holiday fall within the period of an employee's vacation, he shall receive the paid holiday at a later date by mutual agreement in lieu thereof.

10.04

- a) If at the written request of an employee, he/she may have their vacation pay one before, during, or one before return from vacation. Employees must have used five (5) days in total before receiving vacation pay.
- b) In the event an employee does not book their entire vacation allotment by May 1st, then the Company will assign the remainder of the employee's vacation to them. The process will begin with the highest seniority employee in the department and will work down. Switching of vacation time by employees will only be allowed to be submitted greater than two (2) weeks before the vacation date and on approval by the Company. Switching will only be allowed within classifications.
- c) The vacation week shall be from the end of the last scheduled shift to the beginning of the next regular shift.

10:05

Employees who have been off work for a period of eight (8) weeks or more may not be required to take vacation time off but shall only receive any vacation pay owing to them once per year in addition to the end of calendar year vacation payment.

10.06

For the Labourer 2, Labourer 3, Sanitation (Pack Room), the Company will allow the following number of employees off for vacations, for the months of June, July, and August, of each year, based on the following guidelines:

1 - 10	employees	 minimum 2 per week
11 - 20	employees	 minimum 3 per week
		minimum 4 per week
Over 25	employees	 minimum 15% per week

Calculations that result in .5 to .9 shall be rounded up to the next whole number.

The exception is for these classifications, for the months of June, July, and August, of each year:

Maintenance	1 employee off per week, 2 weeks back-to-back
Warehouse/Distribution	2 employees off per week, 2 weeks back-to-back
"B" Drivers	1 employee off per week, 2 weeks back-to-back
	1 employee off per week, 2 weeks back-to-back
Set-Up/Operators	2 employees off per week, 2 weeks back-to-back

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01

The following clauses are intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or week or days of work per week.

11.02

- a) The normal hours of work for all employees shall be eight (8) hours per day Monday through Friday, forty **(40)** hours per week.
- b) It is understood that the normal daily scheduled hours or normal work week may be varied on agreement of the Company and a majority of the affected employees, the applicable steward(s) and the Union shall be consulted and be present at any meeting of the employees in this regard.
- c) Employees reporting to regular scheduled shift will be offered four (4) hours of work except where plant operations are affected by power outage or Act of God.

11.03

Overtime at the rate of time and one-half the base rate will be paid to all employees for any work performed outside of the normal daily scheduled hours.

Time and one-half will be paid for any work performed on a Saturday or Sunday and double time will be paid for any work performed on a statutory holiday all year round.

15.04

When overtime is necessary employees who normally perform the work of the classification will be given first opportunity to work the required overtime. If there are not sufficient persons in the classification to perform the required work, employees in the plant who have the required experience will be offered the opportunity on the basis of seniority. Emergency overtime will continue to be offered to the senior person in the classification who $\dot{\mathbf{s}}$ on site or scheduled to work the following shift. Overtime to be offered equally by classification.

11.05

Recognizing the production requirements of the operation a lunch period of one-half hour will be scheduled no sooner than four (4) hours into the shift and not later than five (5) hours. Employees who do not leave the plant during their lunch period will not be required to punch out.

11.06

Employees will be allowed two (2) fifteen (15) minute rest periods, one in the first half and one in the second half of each shift, without loss of pay. When emergency overtime is required, employees will be allowed a fifteen (1) minute rest period for every two hours worked in excess of the normal shift.

11.07

If an employee who has checked out and left the Company's premises is recalled to work or if an employee reports to work on a Saturday, Sunday or a Statutory Holiday, he will be guaranteed a minimum of four (4) hours pay at the appropriate rate. Call-in pay will be paid only once during each four (4) hour period.

11.08

Except on authorized Company business, an employee shall not leave the premises during working hours without permission from the immediate supervisor and without punching out. Employees who leave the premises during their lunch or rest periods must punch out and punch in on their return. No pay loss for punching out during rest periods will occur as per 11.06.

11.09

Where possible the Company agrees to give employees three (3) day's notice, this excludes Saturdays, Sundays and statutory holidays, of shift change.

ARTICLE 12 - WAGE RATE AND CLASSIFICATION

12.01

Attached hereto and forming part of this Agreement is Schedule"A" which outlines Job Classifications and Rates of Pay.

Employees will be paid weekly on Friday by direct deposit for the hours worked the previous week. (Pay period runs from Sunday to Saturday.)

With a shortage of pay in excess of twenty-five dollars (\$25.00) net the Company, when it has erred, agrees to pay employees on the day it is brought to the Company's attention. Earnings to date, deductions to date and vacation pay to date are to be included on the pay stub.

12.J2

Employees commencing shift work after 3:00pm will be paid a premium of fifty cents (\$.50) per hour for hours worked. Employees who start a shift between 2:00pm and 3:00 p.m. shall be paid a shift premium for those hours worked after 3:00pm. Employees commencing shift work after 11:00pm will be paid a premium of seventy cents (\$.70) per hour for hours worked. Employees who start a shift between 10:00 p.m. and 11:00 p.m. shall be paid a seventy cent (\$.70) per hour shift premium for those hours worked after 11:00 p.m.

12.03

An employee required to serve on jury duty or subpoenaed as a crown witness shall be excused from work as of the appropriate date upon presentation to the Company of the court order requiring the employee's service.

Such employee shall be paid the difference, if any, between the jury or witness fees and the employee's regular straight time hourly rate multiplied by eight (8) hours for each day of such service provided the employee furnished evidence from the court as to the number of days served and the amount of pay received.

12.04

The following criteria and qualifications will be used to determine an employee's classification in either Millwright or Maintenance.

Millwright - Employee will have Millwright certification.

Maintenance - Employee will be capable of welding black iron and stainless steel. He will be capable of assembling packaging and production lines and be able to repair all plant production equipment. He will be capable of analysing electrical problems and replace electrical motors, fuses and overloads in the event of a breakdown. He will be capable of cutting and threading pipe and proper use of a cutting torch. He will be knowledgeable in air, water and hydraulic systems.

ARTICLE 13 - HEALTH AND WELFARE

13.01

The Company agrees to pay the full cost of the insured plans as contained in the Crown Life and Cobi Foods Inc. booklet dated August 30, 1995 for all employees who have completed their probationary period, except the basic dental plan.

The coverage contained will be the minimum during the life of this agreement except the coverage for Nursing Care under A4 found on Page 19 where the maximum coverage will be limited to \$5000 per year and \$24,000 per lifetime.

The Company will pay 50% of the cost of the current basic dental plan, based on the previous calendar year's dental fee schedule, and 50% of the cost will be paid by the employee. Employees absent due to layoff shall continue to have the cost of welfare benefits paid for them by the Company to the end of the month of layoff, and for three months thereafter.

13.02

The Company will pay the full cost of the EHT for all employees, as required by Ontario law.

15:03

In the event of a death in an employee's family. That is father, mother, sister, brother, husband, wife, children, mother-in-law, father-in-law, grandchildren, and grandparents, the employee shall be entitled to be absent from work for a period of up to three (3) consecutive working days, without loss of pay. The employee shall be entitled to be absent from work for one (1) day to attend the funeral of a sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece or nephew, aunt or uncle, and grandparents-in-law without loss of pay.

13.04

The Company will set up and administer a group RRSP. Employee contributions will be voluntary and there will be no Company contributions.

13.05 - Safety Shoes

The Company will pay one hundred dollars (\$100.00) toward the cost of the employee's safety shoes. Payment will be made once per eight **(8)** months, except for Maintenance, Packaging Machine and Set up, Forklift Drivers and Engineers, who will receive a maximum of two pairs per year. Payment must be supported by a receipt confirming the purchase of CSA approved safety shoes..

13.06 - Safety Lenses

The Company will continue to replace prescription safety lenses which are damaged during the course of the employee's work. The company will pay up to \$90.00 per occasion for replacement of frames that contain safety lenses, which are damaged during the course of the employee's work.

13.07

a) Tool allowance will be recognized for skilled trades in the amount of two hundred (\$200.00) per calendar year. All others covered under current language.

b) Tool Allowance for Set-up People

One hundred dollars (\$100.00) per year to each set-up operator with complete tool inventory as per Company list.

1 st Payment.											July 1, 2003
2 nd Payment											May 1, 2004
3 rd Payment.											May 1, 2005

Note:

- ** The Company will supply a separate change room for male and female employees. This will include an adequate number of washrooms.
- The Company will supply a covered smoke area reasonably located in designated areas.

13.08

Uniforms will be provided for employees as outlined below:

Employees who have received their full allotment, will replace worn uniforms on an exchange basis with the approval of their supervisor.

∟ப்தineers

- 6 pants
- 6 shirts
- 2 coveralls
- 1 parka

Maintenance, Millwright & Electrician

- 6 pants
- 6 shirts
- 2 coveralls
- 1 parka or lined coverall per year

Packaging - Machine & Set Up

- 5 pants
- 5 shirts
- 2 coveralls

Lift Truck A - (Storage & Shipping)

- 5 pants
- 5 shirts
- 1 freezer suit and boot liners

Lift Truck B - (Packaging & Processing)

- 5 shirts
- 5 pants
- 1 snowmobile suit with vest

Machine Operator

- 5 pants
- 5 shirts

Labourer III, II, I

- 5 pants
- 5 shirts
- (plus snowmobile suit for inspectors)
- (plus freezer suit for freezer cleaner)

Employees are required to wear clean uniforms provided by the Company.

13.09 - Medical Examinations

Any medical examination requested by the Company or required by law shall be promptly complied with by all employees, provided, however, that the Company shall pay for all such examinations. The Company reserves the right to select its own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Company, the following conditions apply:

a) If an employee with seniority takes a medical examination during the normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination. One working day's notice of the medical examination shall be given.



b)—IT me medical examination is taken after working hours, the employee shall not be paid for the time involved, but shall in such cases receive at least one week's notice of the medical examination with the doctor.

13.10

Company agrees to pay for employee training required by Company.

13.11

The Company will pay employees compelled to attend Company meetings at their straight time classification rate.

ARTICLE 14 - NO DISCRIMINATION

14.01

The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour, age, sex, national origin, union membership or union activity.

14.02

There shall be no discrimination, intimidation, interference, restraint, coercion, or attempted coercion, by or on behalf of the Company or any of its representatives or by, or on behalf of the Union, its members or its agents with respect to any employee, because of membership in the Union.

14.03

The masculine pronoun, whenever used in this Agreement, shall include the feminine.

ARTICLE 15 - TERMS OF AGREEMENT

15.01

Inless changed by mutual consent, this Agreement shall continue in full force and effect from May 1, 2003 to April 30, 2006 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other party in writing within a period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.

15.02

Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

15.03

If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this agreement or the making of a new Agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new Agreement has been signed by the parties or until conciliation proceedings prescribed by the Ontario Labour Relations Act have been completed, whichever shall first occur.

IN/ITNESS WHEREOF, each of the parties has duly authorized officials and/or representatives as	caused this Agreement to be signed by their of this
FOR THE COMPANY:	FOR THE UNION: MANUEL STATEMENT OF THE STATEMENT OF THE UNION:
All lun	

A. FICLE 16 - SKILLED TRADES

16.01

This letter will confirm the understanding reached between the parties during negotiations whereby under Article 12.04, the Company will recognize the maintenance classifications of Millwright, Maintenance, Maintenance Labourer.

Maintenance

Employees enrolled in a Company sponsored apprenticeship program. Employees will be required to proficiently perform the skills associated with each year of completed study.

Maintenance Labourer

Employees will assist the Millwrights and Maintenance employees in performing their job functions. Maintenance Labourers will be capable of demonstrating their mechanical aptitude through written and practical assessments.

The current Maintenance "A" employees will be recognized by the Company as Millwrights and will receive that classification's rate. Employees who have or will in the future attain certification as an Industrial Mechanic under Reg. 43 **d** the Ontario Ministry of Skills and Development will receive a one time lump sum payment of \$400 net after taxes to recognize that achievement.

The Maintenance classification will allow employees proficient in mechanical skills the opportunity to job progression should future openings occur.

The Company may at various times post for "temporary" Machine Set-up, Maintenance and Maintenance Labourer in order to maintain trained backups in this classification. Machine Set-up, Maintenance, and Maintenance Labourer employees will be used to assist with maintenance work load and provide the employee opportunity for skills upgrading.

16.02

If in the event an apprentice in any part of the skilled trades department is required, an apprenticeship will be offered to all seniority employees covered under the Collective Agreement by a job posting.

16.03

The successful person will follow the rules as set out in Ontario Training and Adjustment Board and the Ministry of Education and Training Apprenticeship Programs.

16.04

If in the event the province cancels these programs, the Company will continue to pay for any monetary entitlements that the apprentice is receiving, in the following manner:

- a) Where possible the apprentice will be allowed to work to offset his costs of income if his/her wages have been affected.
- b) After successful completion of each stage of his/her apprentice schooling they will receive payment for acquired costs for tuition, and books, manuals, etc.
- c) All apprentices will receive all entitlements that the journeymen receive.

10.05 - Maintenance/Millwrights Departments

The Company and the Union agree to the following conditions regarding weekend work, when the Company has Mechanical contractors in the plant.

- a) When there is a mechanical contractor performing work which is not part of the bargaining unit there will be one person from the maintenance or millwright department.
- b) All hours of work will be paid at the appropriate rate of pay as stated in Article 11
- c) There will be a rotation of all bargaining unit employees in this classification.
- d) Any failure to have a bargaining unit person or persons in the plant when the mechanical contractor is there, once a grievance is filed the Company will pay for all hours owed to the next person on the rotation that should have worked and will be also credited for a rotation.

ARTICLE 17 - FORKLIFT CLASSIFICATIONS (Warehouse and Distribution)

17.01

There will be a minimum of one steward from this classification as set out in Article 5.01 of the Collective Agreement.

17.02

If in the event **that there** is work to be performed requiring these qualifications when there is an overall layoff or partial layoff during the week between Christmas and New Year's, the most senior employee will have the first right to lay off.

17.03

A lunch room in the forklift/shipping/receiving area will be designated for employees only.

17.04

The Company agrees that no outside carrier will perform any duties covered by the bargaining unit.

Note: The Company will supply a separate change room for both male and female forklift drivers in the shipping and receiving departments.

The Company will supply separate washroom facilities for both male and female employees in the forklift and receiving departments for employees only.

RECIULE 18 - FULL-TIME DEPARTMENT CLASSIFICATION

LABOUR 2

- Hand Packer (Vegetable Line)
- Carton Stamper (Vegetable Line)
- Labelling
- Custodian (Janitor)
- Inspection

LABOUR 3

- Dumper Attendance (Vegetable Line)
- Hand Palletizer
- Blending Attendant Freight Container Loading
- Mixer
- Dumper
- Floater/Relief Person
- Custodian (Sanitation Janitor)
- Freezer Custodian (Sweeper)

Mix Operator

- One "B" Driver (On each shift)
- Two Blenders (On each shift)

Sanitation

- One certifiedemployee per shift
- One floater per shift

Machine Set-Up - Operator

- Perform set-up and changeovers
 Perform preventative and corrective maintenance
- Optimize equipment efficiency
- Minimize giveaway and downtime

MAINTENANCE

- Greasing
- Maintenance Helper

FORK-LIFT DEPARTMENT (Warehouse and Distribution)

Fork-Lift "A"

- Shipping
- Receiving
- Cycle Counter
- Yard Person

Fork-Lift"B"

Packing Room

Fork-Lift "C"

- From June 1st to December 20th
- Working the processing season
 Three Eight-Hour shifts: Days, Afternoons and Nights
 Will rotate on a five-days-on two-days-off basis
- Overtime is after eight hours in a day, 40 hours in a week, and automatic overtime is on the 6th and 7th shifts.

If a "B" Driver posts to a "C" Driver position, and is awarded the posting, once the processing season is done they will return to a L-2 or L-3 position, where their skills, ability and seniority will place them.

Case Picking

- Pick Orders
- Bulk and Case
- Receives "A" Rate

Freezer Custodian

- Receives "L-3" Rate

Poly Coordinator

- Ship and Receive Poly & Cartons
- Take Poly & Cartons to Line
- Inventory
- Receives "A" Rate
- Yard Person

SKILLED TRADES

- Electricians
- Millwrights
- Engineer2
- Engineer3
- Electrician Apprentice
- Millwright Apprentice
- Apprentice
- Any new certified skilled trade that could be added

ARTICLE 19 - TEAMSTERS UNION LOCAL 141 INDUSTRY ADVANCEMENT FUND

The Company agrees to deduct five cents (5ϕ) per hour for all hours for which wages are payable for each employee to a maximum of forty hours per week for all full-time employees in the bargaining unit. Such monies deducted will be payable to the Local Union Industry Advancement Fund by the 15th day of the month following to which they refer.

ARTICLE 20 - RED CIRCLED CURRENT MACHINE SETUP OPERATORS

The Company and the Union agree that the current machine setup operators are "red circled", excluding the two new trainees, and are exempt with regards to skills and competencies and layoff.

The "red circled" employees are:

Doug Stanton
Diane Williams
Steve Brown
Allison Blake Versaevel
Tammy Overton
Sheila Pye
Kelvin Fleuelling
Trish Stark

SCHEDULE "A"

		May 1,	2003	May 1,	2004	May 1, 2005		
	Present Rate	Percent Increase	Dollars	Percent Increase	Dollars	Percent Increase	Dollars	
Electrician	19.03	1.1%	19.24	1.6%	19.55	2.1%	19.96	
Engineer 2	18.26	1.1%	18.46	1.6%	18.76	2.1%	19.15	
Engineer 3	21.40	1.1%	21.64	1.6%	21.99	2.1%	22.45	
Millwright	22.36	1.1%	22.61	1.6%	22.97	2.1%	23.45	
Welder/Fabricator	20.12	1.1%	20.34	1.6%	20.67	2.1%	21.10	
Maintenance								
Maintenance Helper	14.15	2.1%	14.45	2.1%	14.75	3.1%	15.21	
Machine Set-up Operator	16.04	2.1%	16.38	2.1%	16.72	3.1%	17.24	
Machine Operator								
Lift-Truck A	16.04	2.1%	16.38	2.1%	16.72	3.1%	17.24	
Lift-Truck B	15.39	2.1%	15.71	2.1%	16.04	3.1%	16.54	
Lift-TruckC	14.70	2.1%	15.01	2.1%	15.33	3.1%	15.81	
Sanitation	13.98	2.1%	14.27	2.1%	14.57	3.1%	15.02	
Mix Operator: Blender	14.20	2.1%	14.50	2.1%	14.80	3.1%	15.26	
Mix Operator: Mix Driver	15.39	2.1%	15.71	2.1%	16.04	3.1%	16.54	
Labourer3	13.98	2.1%	14.27	2.1%	14.57	3.1%	15.02	
Labourer2	13.40	2.1%	13.68	2.1%	13.97	3.1%	14.40	

Lead Hands will be paid \$.50 above their job rate.

 $\label{thm:maintenance} \mbox{Maintenance\,will\,be\,paid\,a\,percentage\,of\,the\,millwright\,classification\,if\,enrolled\,in\,a\,company\,sponsored\,apprenticeship\,program.}$

Employees presently in this category will remain at their current rate.

	Percentage
Year 1	85%
Year 2	90%
Year 3	95%
Year 4	100%

LETTER OF UNDERSTANDING #1 (To form part of the Collective Agreement)

between

Strathroy Foods Ltd. - Full Time

and

Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 141

OVERTIME

Lists of employees by seniority in each classification will be posted. Overtime will be offered on the first occasion by seniority and thereafter by rotation starting with the employee next on the list. Overtime offered **is** considered worked.

Employees moving between classifications will be placed last on the offering list of the classification into which they move.

Employees returning to work due to layoff, leave of absence, sickness etc. will be credited with the highest overtime hours within the classification and positioned on the overtime offering list accordingly.

Overtime offered or worked outside of classification will not be included in hours offered or worked within employee's classification.

Overtime distribution lists will be posted in employees' department.

LETTER OF UNDERSTANDING #4 (To form part of the Collective Agreement)

between

Strathroy Foods Ltd. - Full Time

and

Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 141

NIGHT SHIFT POSTINGS - PACKAGING DEPARTMENT ONLY

The Company and the Union agree to the following, regarding postings for the midnight shift.

- 1) The posting for the midnight shift will run for a month at a time. (i.e. four **(4)** week continuous from Sunday night to Thursday night.
- 2) When the employee signs up for this shift they are signing up for a four (4) week run of night shift.
- 3) If according to seniority, and a lesser seniority person is compelled to work the night shift this does not denote that they are on the shift for the full length of the posting.

LETTER OF UNDERSTANDING #5 (To form part of the Collective Agreement)

between

Strathroy Foods Ltd. - Full Time

and

Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 141

SATURDAY AND SUNDAY - FORKLIFT OPERATORS DURING PROCESSING SEASON

During the Processing season (June 1 to Dec. 20), the Company will post for weekend forklift operators to work Saturday and Sunday.

There will be two "A Drivers and two "B" Drivers working twelve hour shifts on Saturday and Sunday. Shifts will be 11:00 p.m. to 11:00 a.m. and 11:00 a.m. to 11:00 p.m. (starting on Friday night at 11:00 p.m.)

Employees working the Saturday and Sunday shifts will have the option to work during the week as replacements, based on their seniority and skill & ability.

This will be a temporary posting. Employees accepting the posting will return to their original positions after Dec. 20.

All statutory holidays will be paid as per the Collective Agreement.

Signed on May 21, 1999.

(To form part of the Collective Agreement)

between

Strathroy Foods Ltd. - Full Time (The Company)

and

Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 141

(The Union)

SAFETY SHOES

The Company will pay eighty-five dollars (\$100.00) toward the cost of the employee's safety shoes. Payment will be made once per eight (8) months, except for Maintenance, Packaging Machine and Set up, Forklift Drivers, Engineers and Freezer Custodian (Sweeper), who will receive a maximum of *two* pairs per year, or these people may combine the two pairs into a single payment of \$200.00 each once a year. Payment must be supported by a receipt confirming the purchase of CSA approved safety shoes.

Signed on February 1, 2001.

(To form part of the Collective Agreement)

between

STRATHROY FOODS LTD. - FULL TIME

(The Company)

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 141

(The Union)

PAY RATE FOR MILLWRIGHTS

Both the Company and the Union agree with the hardship of the Company to hire a skilled tradesman, and that for the balance of the Collective Agreement, the wages will be as follows with the following conditions:

1) All current certified millwrights will also receive the new rate:

Brian Millson Dan Keenan Stu North Charlie Riley

2) All apprentices will receive their percentages as stated based on the new rate:

Todd Mitchell Ed Dunn

- 3) If the Company deems it necessary to upgrade the current millwright employees, the Company will supply all training at <u>no</u> cost to the current millwright employees.
- 4) The rates of pay will be as follows:

	AS OF SIGNING OF LETTER	MAY 1, 2002
Millwright	\$21. 50 per hour	+ 4%

SIGNED at INGERSOLL, Ontario, this 29" day of AUGUST, 2001.

FOR THE COMPANY: FOR THE UNION:

Richard Hulse Martin L. Taylor
Brian Millson

(To form part of the Collective Agreement)

between

STRATHROY FOODS LTD. - FULL TIME

(The Company)

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN ANDHELPERS LOCAL UNION NO. 141

(The Union)

NEW CLASSIFICATION: MAINTENANCE/FABRICATOR

Both the Company and the Union agree that the Maintenance/Fabricator be added to the Skilled Trades, Article 16.

The Rate of Pay for this new classification will be \$20.12/Hour.

SIGNED at INGERSOLL, Ontario, this 3rd day of JULY, 2002.

FOR THE COMPANY: FOR THE UNION:

Rob Anderson Martin L. Taylor Wayne Jewell Brian Millson

(To form part of the Collective Agreement)

between

STRATHROY FOODS - FULL TIME

(The Company)

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 141

(The Union)

Re: ENGINEERS SHIFT SCHEDULE AND WORK WEEK

Both the Company and the Union agree that on a without prejudice and without precedent setting basis that the following will apply to the Engineers covered under the current collective agreement.

- 1) The Engineers will be allowed to work five (5) twelve (12) hours shifts per work week, from June 1 to December 20 of each year.
- 2) This letter of Understanding will only pertain to the Engineers.
- 3) A Work Schedule will be posted a month at a time for the Engineers.
- 4) All other provisions of the current collective agreement will apply.

George Arnold Miller	Wayne Jewell
FOR THE UNION	FOR THE COMPANY
Martin L. Taylor	
FOR THE UNION	

IT IS THE RESPONSIBILITY OF EACH MEMBER OF THE TEAMSTERS UNION TO TAKE OUT A WITHDRAWAL IF YOU ARE ABSENT FROM WORK FOR ANY REASON.

A withdrawal exempts you from paying dues and retains you as a member in good standing.

If you are not working due to sickness, layoff, etc., notify the Union Office and obtain your withdrawal card.

Withdrawals must be applied for within thirty (30) days of your continuous absence from work. Failure to apply may obligate your paying back dues and/or a reinstatement fee.