

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SOUTHAMPTON FLOUR MILLING INC.**

**- AND -**

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

**Term - August 1, 2014 - July 31, 2016**

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## **Article 1 - Recognition**

1.01 The Company recognizes the Union as the exclusive bargaining agency for all employees of Southampton Flour Milling Inc., in the town of Southampton, save and except forepersons, persons above the rank of forepersons, office and clerical staff, sales staff and students employed during the school vacation period. Students will be used from June 1 to September 10 and December 20 to January 7 of each year.

1.02 The Company agrees not to use persons outside of the bargaining unit to cause a bargaining unit employee to be laid off or lose hours of work.

Bargaining unit employees will not lose hours of work or be laid off as a result of supervisors doing bargaining unit work unless a loss of business and profit margin necessitates a lay-off within the Company by seniority.

The Company will not use any employees outside of the bargaining unit who were brought in or hired after June 1, 1993 to cause a bargaining unit employee to be laid off or lose hours of work.

## **Article 2 - Management Rights**

2.01 The Union acknowledges that it is the exclusive function of the Company to operate and manage the business, to control, production, to maintain order and efficiency and to hire, classify, promote, transfer, demote, layoff and discipline or discharge employees for just cause.

## **Article 3 - Union Security**

3.01 All employees who, on November 25, 1999, are Union members in good standing or may become Union members in good standing, shall, as a condition of employment maintain Union membership.

All new employees hired as of November 25, 1999, shall, as a condition of employment become Union members within thirty (30) days from the date of employment and shall, as a condition of employment, remain Union members in good standing.

## **Article 4 - Check-Off**

4.01 The Company agrees to deduct from wages due and payable to each employee coming within the scope of the bargaining unit in each calendar month, the regular monthly Union dues. Twice the regular monthly Union dues shall be deducted in any one check-off where the employee was absent or had insufficient pay in the check-off immediately preceding.

The required Union initiation fee will be deducted by the Company from the new employees' pay, from which the first dues deduction is made.

The Company will transmit the total amounts so deducted to the Secretary Treasurer of Local 175, United Food & Commercial Workers Canada, 2200 Argientia Road, Mississauga, Ontario L5N 2K7 on or before the fifteenth (15th) day of each month, with a list showing from whom Union dues were deducted and reasons why no deduction was made. The Union and the Employer agree that in the event that the Employer implements the use of computers within the workplace, then the Employer agrees to remit the dues and initiation report as follows:

The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information: as known to the Company.

- a) S.I.N
- b) Employee number if applicable
- c) Full name (Last/First/Initials)
- d) Full address, including City and Postal Code
- e) Telephone number (including area code)
- f) Date of hire
- g) Rate of pay
- h) Classification
- i) Full-time or part-time designation
- j) Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting
- k) Total dues deducted
- l) Back dues owing
- m) Vacation pay breakdown of dues owing
- n) Initiation fees deducted
- o) Total Initiation Fees deducted

The Company will show the amount collected for Union dues on the employees' T-4 slip each year.

The Union agrees to save the Company harmless from any action growing out of the agreed deductions and commenced by employees against the Company and assumes full responsibility for the disposition of the funds so deducted once they have been remitted to the Secretary Treasurer of the Union.

Upon receipt of proper notification from the Union, the Company will deduct from Union members such special assessments as are levied by the Union in accordance with its constitution and by-laws, and will forward such assessment, together with a record of those from who deductions were made, to the Financial Secretary of the Local Union.

## **Article 5 - Stewards and Union Committees**

5.01 The Company acknowledges the right of the Union to elect or appoint one Steward, and one alternate Steward who shall be employees of the Company to deal with matters affecting employees in the bargaining unit. A list of these Stewards shall be supplied to the Company and any changes that may occur from time to time.

### **5.02 Labour Relations Committee**

During the term of this Agreement, meetings between the Union Steward and the Company may be held once a month or at any reasonable time when either the Union or the Company submits an agenda of the business to be transacted and gives the other party twenty-four (24) hours notice of the meeting.

### **5.03 Negotiating Committee**

The Union Negotiating Committee consisting of one (1) employee of the Company, elected or appointed by the Union, shall meet with the Company, for the purpose of negotiating a renewal of the Collective Agreement.

5.04 Time spent by employees in carrying out the functions of the above committees shall be considered to be time worked.

5.05 The Employer will pay fifty percent (50%) of the cost of the meeting rooms for all Negotiations, including Conciliation and Mediation.

5.06 The Employer and the Union will pay the cost of the printing of the Collective Agreement.

5.07 (a) The Employer agrees that whenever a meeting is held with an employee where the subject matter is intended to become part of such employee's record regarding the employee's work or conduct, a Steward will be present as a witness. The employee may request that the Steward leave the meeting.

(b) If a meeting is held without a Union Steward, any conclusions, verbal or written, will be null and void, except in the case where the employee requested the Steward to leave. If only one (1) Steward is present in the workplace and the Steward is the employee where the subject matter is intended to become part of the employee's record regarding the employee's work or conduct, then this Steward would be allowed another Union member to attend the meeting as a witness.

## Article 6 - Grievance Procedure

6.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.

### **FIRST STEP**

It is understood that the supervisor shall first be given the opportunity of adjusting complaints verbally with the employee who will be accompanied by his Steward. A verbal answer to the complaint will be given within three days.

### **SECOND STEP**

If the verbal answer to the complaint is not satisfactory, the employee shall submit the complaint to his Steward who shall present it in writing to the Company within five (5) days of the verbal answer.

A meeting will be arranged between the Company and the Union Steward. Such meeting will take place within fifteen (15) days following receipt of the written grievance. Management will give its written decision on the appeal within fifteen (15) days following the meeting.

A Representative of the Union will be allowed to attend the second step meetings.

Failing satisfactory settlement at the second step the grievance can be referred to arbitration.

When an employee has been dismissed without notice, he shall have the right to meet with his Steward for a reasonable period of time before leaving the Company's premises.

Any difference between the Union and the Company arising out of the interpretation or the implementation of the provisions of this Agreement may be submitted in writing by one party to the other at the second step.

Any time limit may be extended by mutual agreement.

The aggrieved employee may be present at any steps of the grievance procedure.

### 6.02 **DISMISSAL, SUSPENSION OR LAY-OFF**

If an employee is dismissed or suspended or laid-off for any reason whatsoever and feels that he has been unjustly dealt with, he shall notify a Steward or an Officer of the Union who shall, if a grievance is to be filed, notify the Manager in writing within five (5) working days of receipt of notice or suspension, dismissal or lay-off by the Chief Steward or the Chairperson of the unit. The dismissal, suspension or lay-off shall then constitute a grievance and shall be dealt with according to the grievance procedure set out above, beginning with the second step of Section 1.

If subsequently it is decided that the employee was unjustly dismissed, suspended or laid-off, he shall be reinstated in his former position with full seniority rights and he shall be compensated for all time lost or granted such lesser penalty as may be deemed fair in the circumstances.

The Company will notify in writing the Chairperson or the Chief Steward or his designated representative on the same date that an employee is discharged or suspended. Such notice shall state the reasons for the dismissal or suspension.

If after twelve (12) months from the date of a written disciplinary action there has been no further written discipline for the same reason, the record of such disciplinary action will be removed from the employee's file.

It is understood that a Steward or a Union Officer has duties and responsibilities towards, for, and on behalf of the Union and is required at times to investigate and process grievances as provided for in this Agreement and attend to Union activities falling under the scope of this Agreement. The Steward or Union Officer may request their supervisor make the necessary arrangements so that he can leave his job as soon as possible. Such requests for leave shall not be unreasonably withheld. It is understood that Officers and Stewards shall not take more time than necessary for the performance of their duties. Time spent in handling grievances shall be considered time worked.

## **Article 7 - Arbitration**

- 7.01 If settlement is not reached through the procedure outlined in Article 6 the grievance shall be referred by the Union or by the Company within thirty (30) days following receipt of the Employer's written response at Step 2 to an arbitration committee of three (3) members, one to be appointed by the Union, one by the Company, and a third who shall act as Chairman, to be mutually agreed upon by the members representing the two (2) parties. This time limit may be extended by agreement between the Union and the Company.
- 7.02 Upon receipt of the name of the member appointed by the party submitting the grievance to arbitration, the other party shall name its nominee, if it fails to do so within twenty-one (21) days, the party submitting the grievance to arbitration shall request the Minister of Labour to do so. If agreement cannot be reached within fourteen (14) days as to the appointment of the third member, the party submitting the grievance to arbitration shall request the Federal Minister of Labour to appoint him.
- 7.03 The parties or the representatives of the parties shall not intervene in any manner to prevent the arbitration committee from meeting and hearing the grievance.
- 7.04 The arbitration committee is authorized to confirm the penalty in cases concerning the discharge of an employee, or the committee may substitute such other penalty as it deems just and reasonable in the circumstances.

7.05 A decision of a majority of the arbitration committee shall be deemed to be a decision of the committee. In reaching its decision the committee shall be governed by the provisions of this Agreement. Decisions rendered by an arbitration committee shall be final and binding upon all parties concerned. The Company and the Union agree each to bear an equal share of expenses incurred, if any, by reason of the employment of a third member of an arbitration committee.

7.06 The parties can use a single arbitrator appointed by the Minister of Labour.

## **Article 8 - No Strike, No Lockout**

8.01 During the life of this Agreement, no strikes, work stoppages, slowdowns or other interference with operations shall be caused or sanctioned by the Union. Likewise the Company shall not resort to a lockout.

## **Article 9 - Seniority**

9.01 (a) Seniority shall be defined as the length of continuous employment with the Company in the bargaining unit.

(b) A seniority list consisting of the name, date of hire and department of each employee shall be maintained and revised every six months by the Company and posted on bulletin boards. A copy shall be provided to the Union.

(c) Employees shall be granted seniority upon completion of seventy five (75) days worked within a twelve (12) month period. Upon attaining seniority an employee's seniority would start from his first day worked. An employee is on probation until he or she has completed seventy five (75) days of work. A probationary employee can not file a grievance with regard to their termination of employment.

(d) For the purpose of this Agreement, a full-time employee shall be one (1) who works regularly over twenty-eight (28) hours per week and a person who works twenty-eight (28) hours per week or less on a regular basis shall be classified as ~~A~~part-time~~@~~. This definition of a full-time employee will not deprive any current employee hired prior to ratification of any previous right or benefit. Full-time employees will not lose any hours as a result of part-timers being employed.

9.02 (a) Leaves of absence authorized by the Company in writing shall not constitute a break in service.

(b) A break in service and loss of seniority shall occur when:

(1) an employee resigns;

(2) an employee has been laid off for a period exceeding eighteen (18) months.



- (3) an employee is discharged for just cause.
- (4) If, following layoff, the employee fails to return to work upon being recalled to work within seven (7) calendar days after receiving notice to do so unless on reasonable grounds, the employee is unable to do so. The employee shall keep the Employer informed of the employee's current address. The employee shall be deemed to have received notice to return to work if the Employer sends the employee such notice by registered mail to the employee's last known address.

9.03

#### **LAY-OFF PROCEDURE**

In dealing with layoffs, seniority within the bargaining unit shall be the governing factor provided that the employee has the necessary skill and ability to do the work or can learn the work in a reasonable time. Layoffs will occur in reverse order of seniority. Employees will be recalled from layoff in order of seniority. Employees with up to five (5) years seniority will be given two (2) week's notice of a lay-off or pay in lieu of. Employees with over five (5) years seniority will be given three (3) week's notice of lay-off or pay in lieu of.

In the event of layoff, the following procedure will be followed:

- (a) Probationary employees will be laid off first;
- (b) Part-time employees will be laid off in employee=s order of reverse seniority; then,
- (c) Full-time employees will be laid off in reverse order of seniority.

9.04

#### **JOB POSTING**

All vacancies including newly created positions, contained in the bargaining unit and shown in the wage schedule, will be posted without delay. This does not apply to temporary jobs such as vacation relief, employees on workers' compensation, sick leave or leave of absence.

The Company shall give a copy of the job posting to the Union before posting such notice. Bids shall be closed to sooner than ten (10) working days after posting and all letters of application shall be acknowledged.

The Company will post a notice of the name of the successful applicant, within two (2) weeks.

Filling of vacancies shall be based on plant seniority and ability.

Employees on vacation, workers' compensation, sick leave, or approved leave of absence (of three (3) months or less), shall be notified of the job vacancy by mail. Employees must apply within seven (7) days from date of mailing.

A successful applicant will be allowed thirty (30) working days to decide whether he wishes to remain in his new job and if not, may revert to his previous position.

The Company may return an employee to his previous held job if he does not prove capable of learning the job after being given a reasonable training period.

## **Article 10 - Leave of Absence**

10.01 Leave of absence without pay shall be granted to an employee by the Company for good and sufficient reason upon written application by the employee. Any leave granted shall be in writing, within fourteen (14) days of the request, covering a specified period of time. The granting or withholding of a leave of absence shall be at the discretion of the Company and such approval shall not be unreasonably withheld. Such leave shall be without pay, and the employee shall not work in any position during such leave of absence, unless agreed to by the Company.

### **10.02 BEREAVEMENT LEAVE**

- (a) In the case of the death of an employee's spouse, child or parent, an employee shall be granted four (4) consecutive working days leave of absence with pay.
- (b) In the case of the death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, brother, sister, grandchild or grandparents, an employee shall be granted three (3) consecutive working days leave of absence with pay.

### **10.03 JURY AND WITNESS LEAVE**

If an employee is called for jury duty or subpoenaed as a witness and must as a result be absent from work, the Company agrees to pay such employee all hours so lost to a maximum of forty (40) hours in any one week minus the fee (exclusive of special allowances for transportation, food, etc.) received for such duty.

The Company may request proof of payment to the employee for performing such jury or witness duty.

### **10.04 UNION BUSINESS LEAVE**

Upon being granted permission by the Company employees chosen to attend Union business outside the plant will be granted leave of absence without pay.

The Company agrees to provide payroll service for employees who are absent on Union business but not on a full time basis. The Union will advise the Company of

the hours to be paid and on receipt on an account agrees to reimburse the Company.

**10.05 PREGNANCY LEAVE**

An employee will be granted pregnancy leave of absence without pay and without loss of seniority. A written application should be made to the Company at least two weeks before leave is to commence. Such application should be accompanied by a medical certificate estimating the date of birth. The Company will also comply with the Canada Labour Code with regard to Pregnancy Leave.

The employee will be placed on her former job without loss of seniority.

**10.06 PARENTAL LEAVE**

The Company will provide parental leave according to the legislation.

**Article 11 - Job Classifications**

11.01 Where a new job is established, or where existing job duties are changed or the volume of work is increased, or where an employee is otherwise unfairly or incorrectly classified, the appropriate classifications, job descriptions, rates of pay and other related matters shall be negotiated between the Company and the Union. Failing agreement, the dispute may be the subject of a grievance and may be referred to arbitration. The arbitrator shall have the power to determine appropriate classification, job description, wage rates and other related matters in issue, effective as of the date the job was changed or a new job was established.

11.02 An employee who is assigned, in accordance with the terms of this Agreement, to a higher paying classification, shall be paid the rate and benefits for that classification for the time he performs such job. An employee who is assigned to a lower paying classification, shall continue to be paid the rate and benefits of his regular job.

If a temporary transfer becomes permanent the employee will be paid the scheduled rate for the job after twenty (20) working days.

**This article does not affect any employee(s) hired prior to August 1, 2011.**

**Article 12 - Health & Safety**

12.01 The Company agrees to make reasonable and proper provisions for the maintenance of high standards of health & safety in the workplace. The Company shall comply with applicable legislation and regulations.

- 12.02 Where the nature of the work or working conditions so require, the employees shall be supplied at the Company's expense, with all necessary tools, protective clothing, safety equipment and other protective devices which shall be maintained and replaced, where necessary, at the Company's expense.12.03.

The Company will provide copies of Workers' Compensation Form 7 to the Union.

12.04 **Roles and Responsibilities**

The Employer shall make all reasonable provisions for the occupational safety and health of its employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary to properly protect employees from injury shall be provided by the employer. It is the responsibility of all employees to wear safety equipment which is supplied, to observe safe working practices and to report unsafe conditions to the Employer. All rights and privileges established under the laws of the Canada Labour Code in respect to health & safety shall form part of this Agreement.

**Injured Worker**

An employee who is injured at work and requires medical attention, and who on the advice of a doctor, is unable to return to work shall be paid for the balance of his/her scheduled hours, at regular or premium rate, for the day upon which the injury occurred.

**Article 13 - Relationship**

- 13.01 Neither the Company nor any person acting for the Company shall in any manner seek to dominate, influence, hinder or discriminate against the lawful activities of the Union or against any present or prospective member of the Union.
- 13.02 The Company and the Union agree there will be no discrimination against employees and Union members because of race, colour, sex, creed, national or ethnic origin and agree to endorse the human rights code.
- 13.03 The use of the masculine gender in this Agreement shall also be considered to include the feminine.
- 13.04 The Company shall supply bulletin boards for the exclusive use of the Union at mutually satisfactory locations. The Union will have the right to post notices relating to matters of interest to the Union and the employees.
- 13.05 The Business Representative of the Union may enter the Company premises from time to time in the administration of this Agreement. The Union Representative will also be allowed to attend labour relations meetings. The Company will be notified of the Business Representative attendance at the plant.

## Article 14 - Holidays and Holiday Pay

14.01 The Company agrees to grant the following paid holidays:

New Year's Day	Good Friday	Victoria Day
Canada Day	Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	Floater Day (Full-time only)	

and any other day declared a holiday by the Federal Government.

Employees shall receive one (1) day's pay for each holiday. An employee who works on a holiday shall be paid for the day at the rate of time and one half ( $\frac{1}{2}$ ) his regular rate of pay plus an extra day's pay or, at the option of the employee, another day off with pay. It shall be taken at a time to be agreed upon between the Company and the employee.

If any of the above holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay. It shall be taken at a time to be agreed upon between the Company and the employee.

When any of the holidays referred to above occurs in any week, the regular work week will be reduced by eight (8) hours for each such holiday in that week.

Part-time employees will receive a twenty-five dollar (\$25.00) bonus provided they are employed for the full calendar year. The bonus will be paid the last pay period of the month of January.

### **PLANT HOLIDAY ON WEEKEND**

When a plant holiday falls on a Saturday or Sunday, such holiday will be observed on the Monday following. In the event two plant holidays falls on the same weekend (Saturday and Sunday) such holidays will be observed on the Monday and Tuesday following the weekend. This arrangement, as it applies to any particular plant holiday may be modified on a local basis by agreement between the Company and the Union.

### **PLANT HOLIDAY DURING VACATION**

When a plant holiday falls within an employee's vacation period, he may elect to receive holiday pay or to receive an alternate day with pay as the plant holiday. If the employee elects to receive an alternate day with pay as the holiday, it shall be taken at a time to be agreed upon between the Company and the employee. If subsequently the employee does work on the day agreed upon as the alternate day, it shall be considered as work performed on a plant holiday and the employee shall be paid time and one half for all hours worked.

## **Article 15 - Reporting Allowance**

- 15.01 Unless he has been notified beforehand not to report for work, an employee reporting for work at his scheduled starting time shall be provided with a minimum of four (4) hours work or pay in lieu thereof.

### **CALL IN**

An employee who is called in to work outside his regularly scheduled hours to load and unload trucks will be paid a minimum of two (2) hours pay. An employee who is called into work other than loading and unloading trucks will be paid a minimum of four (4) hours pay. The employee will be free to leave the Company's premises when the supervisor deems he no longer needs the services of the employee called in.

## **Article 16 - Wages**

- 16.01 The Company shall pay wages as set out in Appendix "A" attached hereto and forming part of this Agreement.

Pay cheques will be issued bi-weekly on Wednesday.

All wage increases will be retroactive back to August 1<sup>st</sup>, 2002, if applicable.

## **Article 17 - Hours of Work & Overtime**

- 17.01 The normal work week shall be the employees regular work week which consists of 40 hours. Work performed in excess of the employees regular work day (eight (8) hours) and the employees regular work week (forty (40) hours) shall be termed overtime and paid at the premium rate of time and one half ( $\frac{1}{2}$ ) the employees regular straight time rate of pay.

The night shift will be from 11:00 p.m. to 7:00 a.m. Sunday night to Friday morning. The one (1) hour work on Sunday will not be paid at premium rate. The night shift premium will be \$1.00 per hour.

Employees shall be advised of possible overtime work as soon as the Company is aware of the need for such work.

### **SATURDAY**

If there are not enough volunteers for overtime work on a Saturday the junior qualified employee will be assigned for up to four hours.

### **SUNDAY**

Work performed on Sunday shall be paid for at time and one half the straight time rate.

## **SCHEDULE OF WORKING HOURS**

Should the requirements of the business change an employee's scheduling of hours, the matter will be discussed with the Union, the Company agrees to give the Union notice as soon as possible of changes in the schedule of working hours.

The Company will provide notice of change in shift hours by 3:00 p.m. on the Friday preceding the week in which the full-time employee's shift hours will be changed. This clause does not apply to part-time employees. If such notice is not provided the affected employees will be paid a twenty-five dollar (\$25.00) bonus.

## **Article 18 - Vacations and Vacation Pay**

18.01 An employee shall receive an annual vacation with pay in accordance with his years' of employment, attained during the current calendar:

After one (1) year of service	two (2) weeks
After five (5) years' of service	three (3) weeks
After twelve (12) years' of service	four (4) weeks
After twenty-three (23) years' of service	five (5) weeks

### **VACATION SCHEDULING**

The Company will schedule vacations at the time or times wanted by each employee giving longer service employees preference, subject to maintaining the efficiency of the operation. Vacations of more than two (2) weeks duration will not normally be scheduled consecutively. Notice will be posted February 1<sup>st</sup> of the current year requesting employees to state their choice of vacation dates. Such notice will be removed by the Company on February 28<sup>th</sup> and the vacation schedule prepared in accordance with this provision and posted within seven (7) days. Requests to re-schedule vacations after that date will be considered providing the re-scheduling does not interfere with the vacations of other employees or with the efficiency of the operation. All employees must take two (2) weeks' vacation in blocks of one (1) week each or all at once. The rest of the members' vacation can be taken as per past practice.

**VACATION PAY** Vacation pay will be four percent (4%) of the employee's wages for the preceding calendar year or forty (40) hours pay at his basic straight time rate for each week of vacation entitlement. Vacation pay shall not be reduced due to time lost from work for Workers' Compensation.

### **FIRST VACATION**

An employee with less than twelve (12) months' service during the preceding calendar year shall be entitled to a vacation of one (1) day per month of service to a maximum of ten (10) days. Such vacation shall be four percent (4%) of the employee's wages for the preceding calendar year.

## **VACATIONS ON TERMINATION**

An employee quitting or leaving his employment for other reasons will receive accumulated vacation pay.

Prior to the start of his vacation, an employee shall receive any pay cheques which may fall due during the period of his vacation.

- 18.02 Any vacation carried over from the previous calendar year must be taken by January 31.

## **Article 19 - Rest Periods**

- 19.01 There shall be a rest period of fifteen (15) minutes during the first half of the normal shift and fifteen (15) minutes in the second half of a normal shift. Rest periods will be scheduled by the Company as close to the mid-point of the half shift as can be arranged.

### **MEAL PERIODS**

Employees shall not be required to work more than five (5) hours without a meal period. Employees will be given their choice of taking a thirty (30) minute unpaid meal period or employees working their lunch period will receive thirty (30) minutes paid. Employee should give the Company one week's notice of any change.

### **MEAL ALLOWANCE**

When an employee is required to continue work two (2) hours or more beyond his regular shift, he will be paid a meal allowance equivalent to one (1) hour of his regular straight time hourly rate. At the completion of the regular shift a twenty (20) minute paid meal break may be taken.

### **WASH-UP TIME**

A five (5) minute paid wash-up period will be provided prior to completion of shift.

## **Article 20 - Health & Welfare**

- 20.01 (a) The Company will pay one hundred percent (100%) of the premium cost of the following benefits for all employees who have completed their probationary period and administer these benefits. The Company accepts no responsibility for exclusions under life insurance or LTD which is administered by the insurer.
- (b) Part-timers hired after the date of ratification will not be eligible for Long Term Disability coverage, Life Insurance and Accidental Death and Dismemberment coverage until they have been employed for eighteen (18)



months.

20.02 Life Insurance & Accidental  
Death & Dismemberment. Thirty thousand dollars (\$30,000.00).

20.03 Long Term Disability sixty-six percent (66% of monthly earnings benefits start after  
seventeen (17) weeks, and continue for five (5) years).

20.04 **Dental Plan**

The Company agrees to contribute the following amount to the Dental Plan.

- Effective August 1, 2011 - increase to fifty-one cents (\$.51) per hour
- Effective August 1, 2012 - increase to fifty-six cents (\$.56) per hour
- Effective August 1, 2013 - increase to fifty-nine cents (\$.59) per hour

For all hours paid and worked to the United Food and Commercial Workers  
Trusteed Dental Plan - Ontario ("Dental Plan"). Hours paid and worked is defined  
as regular hours, overtime hours, vacation, paid holidays, sick days, bereavement  
and jury duty to a maximum of forty four (44) hours per week per employee.

The Company agrees to sign a "Participation Agreement" and supply any other  
documents, forms, reports or information required by the Trustees of the Dental  
Plan.

The Company shall forward all contributions, together with a list of all full time  
employees and the number of hours paid and worked for each employee in each  
reporting period, within fifteen (15) days following the end of each of the  
Company's four (4) week accounting periods.

In the event that the Trustees of the Dental Plan determine that on the basis of an  
actuarial evaluation that additional contributions are required from the participation  
members of the Dental Plan, it is understood and agreed that any additional  
contributions of the Company shall be limited to a maximum of an additional two  
(2) cents per hour for all hours paid and worked.

20.05 **Major Medical**

**Vision Care:**

The Employer agrees to provide all employees with a vision care plan which  
provides two hundred twenty five dollars (\$225.00) every two (2) years for glasses  
or contact lenses for employees and one (1) dependent, effective August 1, 2008;  
two hundred fifty dollars (\$250.00) effective August 1, 2010. The Employer will pay  
for eye exams once every two (2) years to a maximum of one hundred dollars  
(\$100.00) for employees only.

### **Drug Plan**

The Employer agrees to improve the self-funded drug plan to all employees to have the following drug coverage:

Effective August 1<sup>st</sup>, 2011, increase to seven hundred and fifty dollars (\$750.00) per year upon receipt.

Any drug receipts that predate August 1, 2014 must be submitted for payment by September 30, 2014.

Any drug receipts dated August 1, 2014 – July 31, 2015 must be submitted by September 30, 2015 for payment.

The Union shall be provided with copies of all insurance policies as described in this Agreement and in the future whenever there is a change in the insurance benefits or a change of carriers.

In the event that the Company elects to change insurance companies during the life of this Agreement, equivalent, or better coverage than the currently in force shall be maintained.

### **Article 21 - Pension Plan**

21.01 The Employer agrees to contribute to the trust fund of the Canadian Commercial Workers Industry Pension Plan as of August 27<sup>th</sup>, 1993.

Effective August 1<sup>st</sup>, 2011, the Company agrees to pay one dollar and seventeen cents (\$1.17) per hour for all full time employees who have completed their probationary period.

21.02 For purposes of paragraph (1) above, hours paid means all hours worked or paid to regular employees.

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

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

21.03 The Employer agrees to sign a "Participation Agreement" and supply any other documents, forms, reports or information required by the Trustees of the Pension Plan.

21.04 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 full-time employees and the number of hours paid and worked for each employee in each month.

Contributions shall be made within fifteen (15) days following the end of each month.

- 21.05 The Employer also agrees to pay a special aggregate contribution to the CCWIPP Trust. The amount of this special aggregate contribution shall be determined by multiplying the total number of hours worked by employees who are not participants of the CCWIPP by the contribution rate of one dollar and seventeen cents (\$1.17) per hour. It is further agreed no benefits will accrue as a result of these payments.

## **Article 22 - General Conditions**

### **22.01 SAFETY SHOES & CLOTHING ALLOWANCE**

The Company will provide a safety shoe and clothing allowance of two hundred and fifty dollars (\$250.00) per year.

The employee can carry any unused portion over to the next year and receipts must be supplied for boots and clothing.

It is understood that the work clothing allowance does not apply to part-time employees hired after the date of ratification until they have been employed for one (1) year.

### **22.02 SUPERVISOR RELIEF PREMIUM**

With forepersons responsibility shall be paid a premium of ninety five (.95) cents per hour for time worked in this capacity after two (2) hours and paid from the start of responsibility.

### **22.03 SICK DAYS**

The Employer will provide each employee with up to four (4) paid sick days per calendar year. Employees shall be paid a cash payout at the end of the year for any unused sick days.

### **22.04 BULLETIN BOARDS**

The Company will provide a bulletin board for the purpose of posting Union notices and bulletins.

## **Article 23 - Severance Package**

- 23.01 The Employer agrees to pay a full-time employee with more than one (1) years seniority two (2) days pay for every year of service in the event of a permanent layoff or closure of the business. The Employer will pay a minimum severance package of five (5) days wages at the regular rate of pay, provided the employee

has one (1) year of service. Example - If employed for one (1) year and one (1) day, five (5) days severance, two (2) years and one (1) day - five (5) days, three (3) years - six (6) days and every year thereafter, you add two (2) more days.

#### **Article 24 - UFCW Charity Fund**

24.01 Upon written authorization from each employee on a form provided by the Union, the Employer shall deduct the sum of \_\_\_\_\_ per year and shall together with a detailed list of the names, Social Insurance Numbers and amount deducted, remit same by cheque payable to the UFCW Charity Fund on or before December 31<sup>st</sup> of each year.

Receipt for the total amount deducted per employee in the calendar year will be noted on the employee's T4 slip.

#### **Article 25 - UFCW Training & Education Fund**

25.01 The Employer agrees to contribute a one (1) time payment of one hundred and fifty dollars (\$150.00) to the UFCW, Local 175 Training & Education Fund on August 1, 2011.

#### **Article 26 - Duration**

26.01 This agreement shall be in full force and effect from August 1<sup>st</sup>, 2014, until July 31, 2016 and from year to year thereafter, unless either party gives notice in writing to the other of termination or of amendment any time within ninety (90) days to the expiration.

26.02 Pending and during the conduct of negotiations either for a new contract or to amend the existing contract, this Agreement shall remain in full force and effect.

Signed at Southampton this 6<sup>th</sup> day of August, 2014.

SOUTHAMPTON FLOUR MILLING INC.

UNITED FOOD & COMMERCIAL  
WORKERS CANADA, LOCAL 175

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## Appendix "A"

Classifications	August 1, 2014 (+.15)	August 1, 2015 (+.15)
Packers	\$13.55	\$13.75
Shipper Receiver (without Miller)	\$15.30	\$15.50
Relief Miller	\$16.15	\$16.35
Shipper/Receiver (Miller)	\$16.30	\$16.50
Relief Pea Rm Miller	\$14.70	\$14.80

### **Shift Premium**

3:00 p.m. start. If a shift starts after the regular start time for day shift and continues after the regular finish time for day shift, a shift premium of fifty cents (.50) per hour will be paid for all hours after 3:00 p.m.

The Company and the Union will discuss the Company continuing to pay employees until W.S.I.B. payments start.

## Letter of Understanding

**BETWEEN:**

**SOUTHAMPTON FLOUR MILLING INC.**

**-and-**

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

**RE: TIME LIMITS**

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Neither party shall raise or proceed with a timeliness issue argument regarding filing for arbitration without having notified the other party of its final position on any given grievance in writing.

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

The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this Agreement and shall not be restricted by the Canada Labour Code in so doing.

Signed at Southampton this 6<sup>th</sup> day of August, 2014.

SOUTHAMPTON FLOUR MILLING INC.

UNITED FOOD & COMMERCIAL  
WORKERS CANADA, LOCAL 175

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**Letter of Understanding**

**BETWEEN:**

**SOUTHAMPTON FLOUR MILLING INC.**

**-and-**

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

**RE: ARBITRATION**

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Notwithstanding Section 49 of the *Ontario Labour Relation Act* or any language contained in the Collective Agreement between the parties to the contrary, either party may elect to proceed to Arbitration using one of the following Arbitrators:

Joe Carrier, Randy Levinson, John Stout, Paul Haeffling, Norm Jesin, W. Marcotte, David McKee, G. Charney and George Surdykowski.

The grievances shall be referred to a mutually agreed Arbitrator on the above list.

In the event the parties fail to agree to an Arbitrator listed above or the Hearing date, such grievance shall be referred to the Arbitrator with the earliest available Hearing date from the list above.

The parties can at any time by mutual agreement, add or remove an Arbitrator from the agreed list.

Signed at Southampton this 6<sup>th</sup> day of August, 2014.

SOUTHAMPTON FLOUR MILLING INC.

UNITED FOOD & COMMERCIAL  
WORKERS CANADA, LOCAL 175

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## Letter of Understanding

**BETWEEN:**

**SOUTHAMPTON FLOUR MILLING INC.**

**-and-**

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

**RE: LAW PROTECTION INC.**

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The Company agrees to participate *on the L.P.I. LawNet Program*. All members of the bargaining unit shall be covered.

The Company shall remit the sum of \$6.00 per employee to Law Protection Inc. within sixty (60) days from ratification.

The above mentioned amount shall be paid annually as follows:

- Within sixty (60) days of ratification - \$6.00 per employee
- January 4, 2012 - \$6.00 per employee
- January 4, 2013 - \$6.00 per employee

The Company agrees the above are annual amounts to enroll members of the bargaining unit in this program.

The Company may, at their discretion, add non-bargaining unit employees to this Program, provided they remit names and payment to Law Protection Inc.

This letter will be effective until July 31, 2016.

Signed at Southampton this 6<sup>th</sup> day of August, 2014

SOUTHAMPTON FLOUR MILLING INC.

UNITED FOOD & COMMERCIAL  
WORKERS CANADA, LOCAL 175

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**Letter of Understanding**

**BETWEEN:**

**SOUTHAMPTON FLOUR MILLING INC.**

**-and-**

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

**RE: CCWIPP**

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The parties further agree to have further discussions in regards to the Canadian Commercial Workers Pension Plan (CCWIPP) upon request from the Local Union.

Signed at Southampton this 6<sup>th</sup> day of August, 2014

SOUTHAMPTON FLOUR MILLING INC.

UNITED FOOD & COMMERCIAL  
WORKERS CANADA, LOCAL 175

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