

COLLECTIVE AGREEMENT

BETWEEN

Northeast Nutrition Inc.

AND

Unifor, Local 4606

December 1, 2013 – November 30, 2016

TABLE OF CONTENTS

Article 1 Purpose.....	1
Article 2 Recognition.....	1
Article 3 Part Time Employees.....	2
Article 4 Union Security.....	2
Article 5 No Strikes or Lockouts.....	3
Article 6 Management Rights.....	3
Article 7 Grievance Procedure.....	4
Article 8 Arbitrations.....	7
Article 9 Seniority.....	8
Article 10 Hours of Work and Overtime.....	10
Article 11 Bereavement Pay.....	15
Article 12 Appearance in Court.....	16
Article 13 Pay on Day of Injury.....	16
Article 14 Reporting Allowance.....	16
Article 15 Leave of Absence.....	17
Article 16 Maternity and Parental Leave.....	17
Article 17 Transfers and Vacancies.....	18
Article 18 Holidays.....	19
Article 19 Vacations.....	20
Article 20 Safety and Health.....	21
Article 21 Safety Footwear and Clothing.....	24
Article 22 Employee Benefits.....	25
Article 23 Wages.....	28
Article 24 Duration.....	28
Signage Page.....	29
Appendix “A” Wage Rates.....	30
Appendix “B” Dental Insurance Plan.....	32
Appendix “C” Long-Term Disability Plan.....	34
Appendix “D” - Letter of Understanding Re Training Committee.....	36
Appendix “E” – Letter Re Application of Amended Classification Groupings.....	37
Appendix “F” - Letter of Understanding Re Temporary Employees.....	38
Appendix “G” - Letter of Understanding Re Labour Management Committee.....	39
Appendix “H” - Letter of Understanding Re Vacation Pay & Vacation Time Off.....	40
Appendix “I” - Letter of Understanding Re Compensation for Working Scheduled Days Off.....	41
Appendix “J” Letter Re Substance Abuse.....	43
Appendix “K” Letter Re Plant Manager.....	44
Appendix “L” Letter of Understanding Re Medicated Vac Room Assignments.....	45
Appendix “M” Letter of Understanding Re Paid Education Leave.....	46

COLLECTIVE AGREEMENT

BETWEEN

Northeast Nutrition Inc.

hereinafter called “the Company”

AND

Unifor, Local 4606

hereinafter called “the Union”

ARTICLE 1 - PURPOSE

- 1.1 The general purpose of the Agreement is to provide orderly collective bargaining between the Company and its Employees covered by this Agreement through the Union, to secure the prompt and fair disposition of grievances, to eliminate interruptions in the Company’s operation and to provide fair wages, hours of work and working conditions.

ARTICLE 2 - RECOGNITION

- 2.1 The Company recognizes the Union as the exclusive bargaining agent for all employees of Northeast Nutrition Inc. employed at its feed mill at Truro, Nova Scotia excluding summer students, lead hands and those above the rank of lead hand, office and sales staff.
- 2.2 Except for the one maintenance supervisor, persons excluded under this article shall not as a regular part of their jobs perform the regular work of an Employee covered by this collective agreement.

ARTICLE 3 - PART-TIME EMPLOYEES

- 3.1 Part-time Employees, that is, persons employed for twenty-four (24) hours weekly or less are eligible for membership in the Union but are not entitled to the provisions of Articles 9 to 16 inclusive and Articles 18, 19, 21 and 22 of this Agreement, except that:
- (a) Part-time Employees will be paid one and one-half (1½) times their regular rate for all hours worked in excess of the Employee's normal shift.
 - (b) Part-time Employees will be eligible for pay for vacations and public holidays as provided in the Canada Labour Code.
- 3.2 Part-time Employees will not be used where it is practical to employ full-time Employees. Where the work performed by part-time Employees can be satisfactorily combined to permit the employment of a full-time Employee, this will be done provided the full-time Employee can satisfactorily perform the required work, after having received adequate training.

ARTICLE 4 - UNION SECURITY

- 4.1 The Company agrees to deduct from the wages of Employees hired after ratification of this Agreement the initiation fee due from them to the Local Union. Such deduction shall be made on the first pay day of the calendar month following the date on which the Employees complete their probationary period and shall be forwarded to the designated officer of the Local Union by the end of the month in which the deduction was made.
- 4.2 The Company agrees to deduct from the wages of Employees an amount equal to the regular monthly Union dues, which will be calculated on the basis of two and one third (2.33) times the Employee's regular hourly rate. Such deductions shall be made on a bi-weekly basis and in the case of new Employees beginning with their second pay-week and shall be forwarded to the designated officer of the Local Union on or before the fifteenth day of the following calendar month.
- 4.3 The Union agrees to save the Company from all and any claims which may arise as a result of such deduction and payment.
- 4.4 The Company and the Union agree not to discriminate against any Employee because of race, colour, creed and sex.

4.5 The Company agrees to provide a bulletin board for the use of the Union. The Company agrees to permit Union officers, who are Employees of the Company, to put notices of Union meeting or of other matters of interest to Union members upon this bulletin board provided all such notices are first approved by the Plant Manager or his/her designated representative. The Union agrees to refrain from any other form of distribution of notices or publication upon the Company's premises.

4.6 Plant Closure

The Company agrees that in the event of permanent plant closure resulting in the layoff of Employees the Company will meet with the Union to discuss and negotiate a severance plan.

4.7 The company agrees to advise the union, by way of the Labour Management or Joint Occupational Health and Safety committee, whichever is applicable, of changes to HR policies affecting bargaining unit members prior to the implementation of said changes.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.1 It is understood and agreed that there will be no strike, concerted work stoppage, slowdowns or other such activity by any Employees covered by this Agreement which will interfere in any way with the operation of the Company during the term of this Agreement. It is further understood and agreed that should there be any strike, concerted work stoppage, slowdowns or other such activity which will interfere in any way with the operation of the Company by any of the said Employees that the Union will make and continue to make every effort to prevent or stop such action. Any Employee who violates this Article will be subject to discipline, which may include discharge.

5.2 It is understood and agreed that there will be no lockout by the Company during the term of this Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 The Union recognizes that the management of the business and the direction of the working force are vested exclusively with the Company and shall remain solely with the Company and without limiting the generality of the forgoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce, from time to time, rules and regulations, policies and practices to be observed by its Employees, and to discipline or discharge Employees for just cause;

- (b) select, hire, transfer, assign, retire, direct, promote, demote for just cause, classify, lay-off or recall Employees;
 - (c) determine, in the interest of the efficient operation and highest standard of service, the number of personnel required at any time, the hours of work, starting and quitting times, work assignments, working schedules, methods of doing work, the location of work, the subcontracting of work, the number of shifts, the functions to be performed and the methods, procedures and equipment to be used, job content, quality and quantity standards, the qualifications of our Employees to perform any particular job, use of improved methods and equipment;
 - (d) have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.
- 6.2 The Company agrees that it will not exercise its rights in a manner inconsistent with the provisions of this Agreement. It is understood that the express provisions of this Agreement constitute the only limitations upon the Company's rights.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 It is the mutual desire of the parties hereto that complaints of Employees shall be dealt with as quickly as possible and it is understood and agreed that an Employee has no grievance until the Shift Supervisor or his/her designated representative has been given an opportunity to adjust the complaint.
- 7.2 "Grievance" shall mean a dispute or complaint concerning the interpretation, application, administration or alleged violation of this Agreement.
- 7.3 The Company agrees to recognize a Union Chairperson and one (1) steward, both of whom will be Employees with seniority working for the Company. The duties of the steward shall be to assist Employees in the presentation of any grievance that properly arises under the provisions of this Agreement.
- 7.4 The procedure for filing grievance shall be as follows:
- (a) First Step
- Failing satisfactory resolution of the complaint pursuant to 7.1 above, the shop steward/unit chair shall meet with the Plant Manager within five (5) working days following the discussion in 7.1 in an attempt to resolve the matter.**

(b) Second Step

- (i) **Failing satisfactory resolution at the first step**, an Employee having a grievance will submit it in writing to the **General Manager** within five (5) working days after the first step meeting
- (ii) This written grievance, signed by the Employee and the steward, shall state the nature of the grievance, the article or articles of the agreement alleged to have been violated and the redress sought. In the absence of the steward another representative of the Union may sign the grievance.
- (iii) Within five (5) working days of the grievance being submitted and at the request of either party the Business Agent of the local will meet with the parties.
- (iv) Within five (5) working days of this meeting the General Manager or his/her designated representative will give his/her decision.

(c) Third Step

Failing satisfactory resolution at step 2, if the Union desires the matter be referred to arbitration, such referral shall be submitted to the Company within ten (10) working days of the Step 2 response **or the date the company should have responded.**

The grievor will be present through the grievance procedure at the request of the grievor or either party.

7.5 Discharge or Suspension

A claim by an Employee, who has completed his/her probationary period, that he/she has been suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is submitted to the **General Manager** at Step 2 of the grievance procedure within four (4) working days of the Employee being advised of his/her discharge or suspension. The procedure outline and Article 7 above shall apply

7.6 Policy Grievances

A policy grievance affecting either party and dealing with broad principles rather than specific individuals which alleges a violation of the Agreement may be submitted provided it is presented in writing to the **General Manager** or his/her designated representative within five (5) working days after the incident giving rise to the grievance became known or should have become known to the grieving party. Such grievance shall commence at the second step of the

grievance procedure. A policy grievance shall not apply in cases of individual grievances and, for greater clarity; no individual remedy shall be available.

7.7 Company Grievances

The Company may file either individual or policy grievances. Any grievance by the Company shall be given to the Steward in writing and shall commence at the second step of the grievance procedure. Such grievance must be submitted in the same manner as an Employee grievance. Such grievance must be submitted within five (5) working days after the incident became known or should have become known to the Company. If not settled, the matter may be processed to the third step and to arbitration in the same manner as an Employee grievance.

7.8 Time Limits Imposed on Grievances

- (a) Any grievance which is not made known within the time specified in this Agreement or which is not processed through to the next step of the grievance procedure or carried through to arbitration within the time specified in the Agreement shall be deemed to have been abandoned by the party initiating the grievance and, therefore, can no longer be processed through the grievance procedure or carried through to arbitration.
- (b) Time limits referred to in the grievance and arbitration procedures may be extended by mutual consent.
- (c) The settlement of a grievance in any step of the grievance procedure shall prevent the grievance from being processed further.
- (d) The right of the steward to leave his/her work without loss of pay at regular rates to assist Employees in the presentation of any grievance is granted on the following conditions:
 - (i) such business must be between the Union and management.
 - (ii) the time shall be devoted to the prompt handling of grievances.
 - (iii) the steward shall obtain the permission of the Plant Manager or his/her designated representative before leaving his/her work. Such permission shall not be unreasonably withheld.
 - (iv) the Company reserves the right to limit such time if it deems the time taken to be excessive.

- (e) All reference made to number of days or time limits in the different steps of the grievance procedure shall exclude Saturdays, Sundays, and holidays recognized in the Agreement and any other days when the Company is required to close the plant.

7.9 Continue Work During Grievance Investigation

If an Employee feels he/she is suffering a grievance, he/she should report the grievance at once in the manner described in Section 7.4 above. Pending its investigation and settlement, he/she should meanwhile try faithfully to perform the duties assigned to him/her.

- 7.10 The aggrieved Employee will, after having completed eighteen (18) months of work discipline free, have a clear record.

ARTICLE 8 - ARBITRATIONS

- 8.1 The Board of Arbitration will be composed of one (1) person appointed by the Company, one (1) person appointed by the Union and a third person to act as Chairperson, chosen by the other two members of the Board.
- 8.2 Within ten (10) working days of the notice to submit the grievance to arbitration, each party shall notify the other in writing of the name of its appointee.
- 8.3 Should the person appointed to the Board by the Company, and the person appointed by the Union fail to agree on a third person within fifteen (15) working days of the receipt of the notification mentioned in Article 8.2 above, the Minister of Labour of Canada may be asked to appoint a person to act as Chairperson.
- 8.4 Notwithstanding the foregoing, the parties may agree to the appointment of a single Arbitrator with the same powers as an Arbitration Board. The single Arbitrator will be chosen by mutual agreement of the parties. If agreement cannot be reached on the appointment of a single Arbitrator within five (5) working days of the receipt of the notification mentioned in Article 8.2 above, a Board of Arbitration will be appointed in accordance with the provisions of Article 8.3.
- 8.5 A decision of a majority of an Arbitration Board will be deemed to be a decision of the Board. The decision of a Board of Arbitration or a single Arbitrator will be binding on both parties.
- 8.6 The Board of Arbitration or the Arbitrator shall not have any power to alter or change any provision of this Agreement nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 8.7 For the purpose of Section 60(2) of the Canada Labour Code, the Company and the Union agree that dismissal is the appropriate penalty for theft. Where a Board of Arbitration or a single Arbitrator is satisfied that theft has been proven, the Union relinquishes its right to request that the penalty imposed by the Company be changed and the Board of Arbitration or a single Arbitrator will not have the authority to change the penalty.
- 8.8 Each of the parties to the Agreement will bear the expenses of the member of the Board appointed by it, and the parties will jointly bear the expense of the Chairperson of the Board of Arbitration or single Arbitrator.

ARTICLE 9 - SENIORITY

- 9.1 (a) For the purpose of layoff and recall as outlined in this Article, and for the purpose of transfers and vacancies outlined in Article 17, seniority shall mean service with the Company from date of hire and shall include the period of layoff for Employees who had seniority at time of layoff and are recalled within the time of the allowable break. Where two (2) or more newly hired Employees commence employment on the same date and the same shift, upon successful completion of the probationary period, Employee placement on the seniority list will be determined by the drawing of names and the order of seniority will be in accordance with the order the names are drawn.
- (b) Seniority for all other purposes shall mean paid service with the Company. Employees with seniority who are laid off and subsequently recalled within the time of the allowable break, will be given credit for the seniority they had at the time of layoff, but will not accumulate seniority during the period of layoff.
- (c) Persons from the bargaining unit appointed to positions outside the bargaining unit shall continue to accumulate seniority while in such positions. The maximum accumulation for any Employee shall be eighteen (18) months accumulation.
- 9.2 (a) An Employee will be considered to be on probation and will not have seniority standing until he/she has worked on a total of seventy-five (75) days, excluding overtime days. Upon satisfactory completion of the probationary period, an Employee will be given seniority credit to date of hire for the purpose of seniority pursuant to Article 9.1 (a).
- (b) The Company may at its sole discretion terminate the employment of an Employee at any time during the probationary period, and such termination shall not be subject to the grievance or arbitration procedure of this Agreement.

9.3 An Employee shall lose all seniority and service rights and his/her employment will be terminated for any of the following reasons:

- (a) If the Employee quits his/her employment;
- (b) If the Employee is discharged for just cause and is not re-instated in accordance with the provisions of this Agreement;
- (c) If the Employee is laid off and fails to return to work within forty- eight (48) hours after being notified of recall by the Company [or ninety-six (96) hours if notified by registered mail] or fails to advise the Company that he/she will report within seven (7) calendar days after receiving such notice. An Employee who is hired by another employer while on lay-off shall advise the Company of such employment. The laid-off Employee shall, where operationally feasible, be permitted to report for work with the Company within fourteen (14) calendar days of being notified for recall, providing the Employee is employed by another employer at the time of recall.

It shall be the duty of the Employees to notify the Company promptly in writing of any change in address or telephone number. If any Employee fails to do this, the Company will not be responsible for failure of a notice to reach such Employee and any notice sent by the Company by registered mail to the address which appears on the Company's personnel records shall be deemed to have been received by the Employee on the second calendar day following the date of registration.

- (d) If the Employee is laid off for a period of twelve (12) consecutive months;
- (e) If the Employee is absent from work without permission for two (2) consecutive working shifts without furnishing an explanation acceptable to the Company.
- (f) If the Employee fails to return to work at the conclusion of any leave granted to him/her without furnishing an explanation acceptable to the Company.
- (g) If the Employee is retired.

9.4 (a) If an Employee is absent from work due to disability, (including compensable accidents), he/she shall accumulate seniority while off work for a period of time equal to his/her seniority at the time that the absence commenced, up to a maximum of fourteen (14) months. If the Employee does not return to work within the allowable period, he/she shall lose all seniority and service rights and his/her employment will be terminated.

- (b) Where an Employee returns to work before the expiry of the allowable period, and within three (3) months goes off work again due to the same or related disability, such periods of absence due to the same or related disability will be deemed to be consecutive and will be added together when calculating the length of absence for purposes of the allowable period.

Where an Employee returns to work within the allowable period and after five (5) working days goes off work again with an unrelated disability, the allowable period will start over again.

- (c) Application for reinstatement after the expiry of the allowable period shall be considered on its merits.

- 9.5 (a) Layoff shall be by seniority, providing the senior Employees being retained have the skill and ability to perform the required work. Recall shall be by reverse order of seniority, providing the senior Employees being recalled have the skill and ability to perform the required work.

(b) An Employee with more seniority may elect to take voluntary lay off.

- 9.6 In the event of any layoff, the Company agrees to provide Employees with a minimum of two (2) weeks' notice of layoff.

- 9.7 Notwithstanding the use of the term "Employee (s)" in various provisions of this Agreement, the parties agree that the employment relationship ceases at the time of layoff and resumes only upon recall. Those persons with seniority at the time of lay-off will have recall rights as provided in Article 9.5, and rights and benefits only as specifically provided in Article 22. For the avoidance of doubt, disputes arising from recall shall be subject to the grievance and arbitration provisions outlined in Articles 7 and 8.

- 9.8 A seniority list showing the seniority date of each Employee will be maintained by the Company. This list shall be revised every three (3) months and a copy will be made available to the Union.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

- 10.1 (a) (i) Eight (8) Hour Shifts.

The hours of work will normally not exceed eight (8) hours per shift, depending on operational requirements, and will not normally exceed forty (40) hours per week.

(ii) Twelve (12) Hour Shifts.

The hours of work will normally not exceed twelve (12) hours per shift, depending on operational requirements, and will not normally exceed eighty (80) hours averaged over a two (2) week period.

- (b) Where shift schedules operated on a seven (7) day rotational basis, scheduled days off will be distributed as equitably as possible.
- (c) It is understood and agreed that it may at times be necessary to exceed these basic hours of work.
- (d) The scheduled hours of work may be altered from time to time as required for the operation and improvement of the business. The Union will be advised before such a change is made. Alternate schedules, considered to be more in keeping with the wishes of the Employees, may be submitted by the Union. Such schedules will be implemented by the Company provided management agrees that they satisfactorily meet the requirements of the business and, in that respect, management's decision shall not be made arbitrarily or unreasonably.
- (e) Subject to 10.1 (d), the shift schedule shall be posted not later than the Tuesday prior to the commencement of the schedule.

10.2 The scheduled starting and quitting times may be altered from time to time on a temporary basis as required for the efficient operation or improvement of the business. Except by agreement with the Employee concerned, Employees will be entitled to thirty-six (36) hours' notice of a change of schedule. If a schedule is changed without sufficient notice, Employees involved will be paid one and one-half (1½) times their regular rate for all hours worked outside the previous schedule until the expiry of the required notice.

10.3 When overtime is required by the Company, it will be paid at the rate of one and one half (1½) times the regular rate for:

- (a) All hours worked in excess of the Employee's normal shift.
- (b) (i) all hours worked in excess of forty (40) hours per week

or

(ii) for twelve (12) hour shift Employees, all hours worked in excess of eighty (80) averaged over a two (2) week period, subject to 10.7 (b).

- (c) Employees shall be permitted to bank up to eighty (80) hours resulting from overtime work and shall receive payment for their banked hours upon request. However, by December 1 of each year, the Employees must elect to:
 - (i) set aside up to eighty (80) of these hours to be used as time off with pay between January 1 and May 1 of the following year and at a time mutually agreeable to the Employee and the Company;

and, if applicable,

take the balance of accumulated time in the form of payment by separate cheque;

or

take the balance of accumulated time in the form of a direct deposit by the Employee to an RSP with completion of a TD2 form.
 - (ii) An Employee may elect to use the overtime bank for sick leave purposes and the Employee may be required by the Company to provide reasonable proof of illness.
 - (iii) Take the eighty (80) hours in the form of a direct deposit by the Employee to an RSP with completion of a TD2 form
 - (iv) All banked overtime hours will be recorded weekly and such records will be provided to the Union for purposes of tracking and verification.
 - (v) An Employee who provides the Company with at least three (3) business days notice of request for time off pursuant to 10.3(c) (i) or a leave of absence pursuant to Article 15 will be responded to by the Company the first business day following receipt of the notice.
- (d) The overtime rate will not be paid for shifts resulting from a change in schedule to accommodate an Employee's request.

- 10.4
- (a) An Employee shall be paid at double his/her regular rate for all hours worked in excess of thirteen (13) continuous hours.
 - (b) Should an Employee be required to work on his/her two (2) consecutive scheduled days off, double time shall apply to all hours worked on the second and subsequent days off.

10.5 There will be no accumulating of overtime premiums for the same hours worked, but the highest premium shall apply. Hours paid at time and one-half under Article 10.2 and Article 10.3(a) and hours paid at double time under Article 10.4 and Article 18.3 will not be used to calculate what overtime, if any, is to be paid under Article 10.3(b).

10.6 If an Employee is required to work beyond two (2) hours after his/her scheduled quitting time and stops work for a meal, the Company will reimburse the Employee upon presentation of a receipt for the cost of a reasonable meal.

10.7 (a) Eight Hour Shifts - Rest Period

Employees shall be allowed a rest period of ten (10) minutes during each half shift, provided their working time in the half shift exceeds two and one-half (2½) hours. The scheduling of the rest period will be determined by management, but rest periods will normally be approximately in the middle of each half shift.

(b) (i) Twelve Hour Shifts - Rest Period

Employees shall be allowed three (3) fifteen (15) minute rest periods including travel time.

(ii) Twelve Hour Shifts - Lunch Break

Employees shall receive a paid lunch break of thirty (30) minutes including travel time at the Employees regular rate. This time shall not be considered for the purpose of computing regular biweekly hours of work.

(iii) Pursuant to (i) and (ii) above, full-time Employees will be paid for four (4) hours bi-weekly at the Employee's regular rate of pay.

Notwithstanding Article 10.3 (b), the total paid hours bi-weekly shall be eighty-four (84) at the straight time rate. For greater certainty, the full-time regular bi-weekly hours of work shall be eighty (80).

However, total paid hours bi-weekly shall be eighty-four (84).

10.8 Except as set out in Article 14.1, the Company does not guarantee to provide employment or work for normal hours or any other hours.

10.9 (a) Overtime Shifts on Non-Scheduled Work Days

(i) The Company will endeavour to offer overtime to the Employees qualified to perform the required work as equitably as possible. A list shall be posted on Monday of each week to enable Employees to apply for overtime work if scheduled on non-scheduled work days.

It is the Employee's responsibility to provide the Company with the telephone number where the Employee can be reached.

- (ii) Equitable distribution shall be quarterly, with quarters commencing on the first Monday of January, April, July and October of each year. All Employees will commence each quarter with zero hours of overtime. Where hours of overtime are equal among all eligible, qualified Employees, seniority shall govern.
- (iii) In determining equitable distribution, a refused shift shall be deemed to have been one worked. As well, an Employee who has signed up for overtime but cannot be reached at the telephone number provided shall be deemed to have worked for the purpose of determining equitable distribution.
- (iv) Should there not be a sufficient number of qualified Employees signed up for the available overtime pursuant to (i) above, the Company will contact Employees who haven't signed up by offering the available overtime to low-hour Employees first within the posted job classification then to low-hour qualified Employees by seniority facility-wide.
- (v) All overtime hours offered and worked pursuant to the foregoing will be recorded weekly and such records will be provided to the Union for purposes of tracking and verification.

(b) End of Shift Overtime

Overtime assigned during the shift for overtime work at the end of the shift shall first be offered by seniority to the Employees currently doing the work where the overtime is required; secondly, to other qualified Employees working that shift, by seniority.

- (c) Probationary Employees and **Temporary Employees** will only be offered overtime after all qualified and available senior Employees have been offered first.

10.10 Off Shift Premium

- (a) The Company agrees to pay a premium of seventy-five cents (0.75¢) per hour to all Employees working on shifts that commence between 1500 hrs and 1859 hrs and one dollar (\$1.00) per hour to all Employees working on shifts that commence between 1900 hrs and 2400 hrs.
- (b) This premium shall not be considered as part of such Employees' basic rates.

- 10.11 Prior to any Employee being required to work three (3) consecutive weeks of backshift, a discussion will be held with the Union representative regarding the assignment.

ARTICLE 11 - BEREAVEMENT PAY

- 11.1 (a) An Employee with seniority who attends a funeral of an immediate relative will receive eight (8) hours' pay at his/her regular rate for the day of the funeral and for up to four (4) other days to be taken not later than two (2) days following the day of the funeral. An Employee's immediate relatives shall be considered to mean the Employee's Spouse, Children, Mother, Father, Mother-in-law, Father - in-law, Brother, Sister, Legal Guardian and Grandchild. Common-law status of a spouse will be recognized only if the Employee has advised the company accordingly. Bereavement pay will be at the Employee's regular rate of pay exclusive of premiums and payment will only be made in respect to absence from work on his/her regular work days.
- (b) Subject to 11.1 (a) above, an Employee with seniority who attends a funeral of the Employee's Grandmother, Grandfather, Brother-in-law or Sister-In- Law, will receive eight (8) hours pay at the regular rate for the day of the funeral, and for up to two (2) other days to be taken not later than two (2) days following the day of the funeral.
- (c) Subject to 11.1(a) above, an Employee with seniority who attends the funeral of the Employee's aunt, uncle, niece and nephew will receive his/her regular rate of pay for that day and payment will only be made in respect to absence from work on his/her regular work day.
- (d) If it becomes necessary for the Employee to take additional time off, over and above what is provided for in this article, the Employee shall request a leave of absence and, if granted, shall use his/her banked time to compensate for the hours lost from the Employee's regular shift.
- (e) **Pursuant to Articles 11.1 (a) and (b), in the event the funeral/ memorial service or interment is not held during the normal bereavement period but deferred to a later date, the employee shall be granted one (1) day bereavement leave to attend same without loss of pay, provided the total number of paid bereavement days does not exceed the number of days provided in Articles 11.1 (a) and (b), whichever is applicable.**
- (f) **For twelve (12) hour shift Employees, a day shall be twelve (12) hours for the purpose of Article 11.**

- 11.2 If an Employee is on vacation, bereavement pay will start on the day of the death and remaining vacation will be rescheduled without loss of pay to the Employee.

ARTICLE 12 - APPEARANCE IN COURT

- 12.1 An Employee summoned to appear or required to serve jury duty, or one who has been served with a subpoena to appear as a witness for the Crown will be paid the difference between what he/she would have earned for his/her scheduled hours at his/her regular rate and the court fee received. Employees should notify the Plant Manager or his/her designated representative as soon as possible after receipt of notice of selection for jury duty or after receipt of the subpoena to appear as a witness. The Company will require the Employee to furnish a certificate of service from an officer of the court before making any payment under this Article. The Employee will come to work during his/her scheduled hours of work that he/she is not required to attend the court.

ARTICLE 13 - PAY ON DAY OF INJURY

- 13.1 In the event that an Employee is injured while working in the plant and is sent home by the Company or by a physician because of the injury, he/she will be paid for the balance of his/her shift on the day of the injury at his/her regular straight time hourly rate unless he/she receives Worker's Compensation payments for such lost hours.

ARTICLE 14 - REPORTING ALLOWANCE

- 14.1 The Company agrees that, unless notified in advance not to do so, an Employee reporting for work at the commencement of his/her regular shift shall be assigned four (4) hours work or receive four (4) hours' pay at his/her regular rate unless failure to supply work is due to conditions beyond the control of the Company.

14.2 Call In

- (a) Call In occurs when an Employee, after having completed his scheduled shift and left the workplace and prior to working his next scheduled shift, is called in to work because of a breakdown or an emergency, and works a period of non-contiguous overtime.
- (b) When an Employee is called in to work because of a breakdown or an emergency he/she will be paid a minimum of four (4) hours' pay at his/her regular rate or for the actual time worked at the applicable overtime rate, whichever is greater, as per Article 10.4 (b). This article does not apply to recalls from layoff.

- (c) **Time paid under Article 14 may be banked in accordance with Article 10.3(c).**

ARTICLE 15 - LEAVE OF ABSENCE

- 15.1 The Company may, at its discretion, grant personal leaves of absence without pay for up to thirty (30) calendar days. Requests for leaves of absence shall be in writing to the Company. No leaves of absence will be granted between May 1 and October 1 unless, in the opinion of the Company, there are extenuating circumstances. Seniority will accumulate during such leaves of absence.
- 15.2 Leaves of absence without pay will be granted by the Company upon written request to two (2) Employees elected or appointed to represent the Union at a convention or conference provided:
 - (a) a minimum of one (1) week's notice is given;
 - (b) such leave does not interfere with the efficient operation of the business.Seniority will accumulate during such leaves of absence.
- 15.3 Leaves of absence with pay will be granted by the Company upon written request to four (4) Employees as required for the negotiation of this Agreement. Seniority will accumulate during such leaves of absence.

The Union will reimburse the Company for leaves granted under this Article. Such reimbursement will include wages, benefits and administrative costs paid by the Company.
- 15.4 The Company's payments toward all Employee benefits will be suspended at the end of the month in which the leave of absence commences. They will be reinstated upon the return of the Employee to full-time employment. If the Employee wishes continuation of these benefits during such a leave of absence, it will be his/her responsibility to pay the total cost of these benefits prior to starting the leave of absence.
- 15.5 In the event that a leave of absence is not used for the purpose for which it was granted, the Employee will be subject to dismissal.

ARTICLE 16 - MATERNITY AND PARENTAL LEAVE

- 16.1 Every Employee with seniority who provides her employer with a certificate of a qualified practitioner certifying that she is pregnant, is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks

without pay, which may begin not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual date of her confinement.

16.2 Parental Leave

Subject to subsections (2) and (3), every Employee **with seniority** is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks without pay to care for a new-born child of the Employee or a child who is in the care of the Employee for the purpose of adoption under the laws governing adoption in the Province of Nova Scotia.

16.3 The aggregate amount of leave that may be taken by one or two Employees under the sections 16.1 and 16.2 in respect of the same birth shall not exceed fifty-two (52) weeks.

ARTICLE 17 – TRANSFERS AND VACANCIES

17.1 Transfers

Subject to the requirements of the business and the qualifications of Employees to do the required work, Employees may be temporarily transferred to other jobs within the bargaining unit. Temporary transfers will be offered to senior qualified Employees on the shift. If the Company is unable to fill the transfer after having asked senior qualified Employees on the shift, the Company will assign the junior qualified Employee on the shift. For clarity, qualified means the Employee has previously demonstrated his capability to perform the work.

17.2 Vacancies

- (i) When permanent vacancies, or temporary vacancies that are expected to last for a period of at least three consecutive months, occur within the bargaining unit on jobs rated Group 2 or Group 1, and the Company wishes to fill such job vacancies, notice of such vacancy will be posted on the bulletin board for five (5) working days and Employees interested in being transferred to these positions will notify the Company of their interest. **The name of the successful candidate shall be posted on the bulletin board within five (5) days of the selection.**
- (ii) With the exception of maintenance, when filling vacancies the Employee with the greatest seniority that applied for the job will be given up to fourteen (14) shifts to work at the job to determine their ability to perform the required work and will be provided with a written evaluation prior to completion of the trial period. **Upon successful completion of the trial period the employee shall receive the job rate for shifts worked in the position retroactive to start date of the trial period.** In the event the

Employee does not prove to be satisfactory during this period, the Employee shall be returned to his former position and any other Employees affected shall be likewise returned to their former positions. The vacant position(s) that results shall be filled by the next senior Employee who originally applied for the posted position.

- 17.3 Employees who post or are transferred to another job will be given adequate training to perform the job in a safe and prescribed manner.

ARTICLE 18 - HOLIDAYS

- 18.1 (a) Employees will be entitled to the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

In addition to the holidays set forth above, Employees on the payroll as of January 1st each year shall be granted an Individual Holiday to be taken at a time to be agreed upon between the Company and the Employee, but not later than December 31st of the same year. Except by permission of the Plant Manager, an Individual Holiday will not be granted during the period May 1st to October 1st inclusive. Employees will not be allowed to carry over entitlement to an Individual holiday into the following year. If, for any reason, an eligible Employee has not taken his/her Individual holiday by December 31st of the same year, the Company will pay the Employee eight (8) hours' pay at his/her regular rate. Should the plant be required by law to observe any holiday other than those set forth above, such holiday shall replace this Individual Holiday.

- (b) (i) **Notwithstanding that the Company is subject to federal jurisdiction, the Company agrees in the event the Province of Nova Scotia declares Family Day as a provincial holiday that Article 18.1 (a) will be amended accordingly to include the Family Day as a listed holiday. Furthermore, notwithstanding 18.1 (a) the Individual Holiday will be unaffected by the amendment to 18.1 (a).**
- (ii) **In the event the Canada Labour Code is amended to add a general holiday within a sixty (60) day period of the Family Day Holiday in (b) (i) above, the federal code shall supersede Article 18.1 (b) (i) and for greater clarity the Family Day Holiday in 18.1 shall be replaced by the Canada Labour Code general holiday.**

- 18.2 Except as set out below, each Employee shall receive his/her regular straight time hourly rate of pay for the standard number of hours which would have otherwise been worked by the Employee for the above mentioned holidays.
- (a) In order to qualify for pay for any holiday, the Employee must work his/her last full scheduled shift immediately preceding and his/her first full scheduled shift immediately following the holiday, unless the Employee received permission from the Company to be absent. Absence with permission from the Company as referred to above will not include absence because of lay-off or leave of absence.
 - (b) The Company agrees to pay an Employee who would otherwise qualify for holiday pay under Article 18, but who is receiving Company Short-Term Disability or Workers' Compensation, the difference between eight (8) hours' pay at his/her regular rate and Company Short-Term Disability or Workers' Compensation as the case may be, as long as he/she continues to receive Company Short-Term Disability or if on compensation, for such period as the Employee would have been entitled to receive Company Short-Term Disability had he/she been sick. After the expiry of Company Short-Term Disability benefits, or an equivalent period of time if receiving Workers' Compensation, Employees off work because of disability will not be entitled to holiday pay.
- 18.3 Where an Employee is required to work on an agreed holiday, he/she shall be paid double his/her regular rate for all hours worked on the calendar day of observance of such holiday, in addition to his/her holiday pay.
- 18.4 In the event that one or more of the agreed holidays falls within an Employee's vacation, the holiday(s) shall not count as a vacation day.
- 18.5 When the Company intends to operate the plant to full capacity on a holiday listed in Article 18.1 the Company will post notice of same on the Tuesday of the week prior to the holiday.

ARTICLE 19 - VACATIONS

- 19.1 Effective the first pay period following the signing of the Collective Agreement, Employees shall **earn** vacation pay in accordance with the following:

Less than three (3) years service	4% of gross bi-weekly wages (2 weeks per year)
After three (3) years service	6% of gross bi-weekly wages (3 weeks per year)
After ten (10) years service	8% of gross bi-weekly wages (4 weeks per year)

After twenty (20) years service

10% of gross bi-weekly wages
(5 weeks per year)

- 19.2 Employees shall receive their vacation pay, in addition to their regular pay, on a bi-weekly basis subject to 19.3
- 19.3 (a) Employees with seniority, who in the previous calendar year were laid off after December 31st, or were not laid off at all, shall have the option of banking their vacation pay to be taken as vacation time off or they may continue to receive their vacation pay on a bi-weekly basis.
- (b) The Company will make a sincere effort to grant vacation at times requested by the Employees, but the final right to allotment of vacation periods is reserved to the Company so as to ensure the orderly operation of the business.
- (c) **Subject to 19.3 (b), Employees may be allowed to carry over a maximum of ten (10) days vacation to the following year to be used during the winter maintenance shutdown period. An Employee requesting vacation time off shall give the Company as much advance notice as possible, with a minimum of two (2) weeks notice.**
- 19.4 Notwithstanding Article 19.1, an Employee will **earn** vacation pay based on a forty (40) hour week at the Employee’s regular hourly rate for absences which are:
- (i) With permission up to thirty (30) days annually;
 - (ii) Due to sickness up to thirty (30) days annually, or such longer periods as an Employee may be entitled to receive Short-Term Disability under the Company’s Short-Term Disability Plan;
 - (iii) Due to compensable accident up to thirty (30) days annually, or such longer period as the Employee would have been entitled to Short-Term Disability under the Company’s Short-Term Disability Plan had they been sick.

ARTICLE 20 – SAFETY AND HEALTH

- 20.1 (a) The Company recognizes its obligations to provide a safe, healthful working environment for Employees.
- (b) The union recognizes its obligation to cooperate in maintaining and improving a safe and healthful work environment.
- (c) The parties agree to use their best efforts jointly to achieve these objectives and to comply fully with existing health and safety legislation.

- (d) The Company shall comply with all applicable health and safety legislation and regulations.
- 20.2 The Company agrees to provide clean and sanitary facilities with respect to lunchroom and washrooms, in accordance with the Canada Labour Code. The Company further agrees to provide a suitable washer and dryer for Employees to launder their work clothes.
- 20.3 All new Employees hired into the workforce or an Employee assuming a new position will receive the health and safety training required to safely carry out the duties of their positions, as determined by the Joint Health and Safety Committee.
- 20.4 Joint Health and Safety Committee
- (a) The committee consisting of three (3) bargaining unit representatives designated by the Union and three (3) management representatives designated by the Company will meet monthly, or as otherwise mutually agreed.
 - (b) Two (2) co-chairpersons shall be elected by and from the members of the committee. One (1) co-chair shall be a union member; the other shall be a company member.
 - (c) Without limiting the generality of the foregoing, the committee shall:
 - (i) Determine that workplace inspections have been carried out at least once a month by the co-chairs or designates.
 - (ii) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
 - (iii) Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
 - (iv) Review of reports of accidents, medical aids, near misses and property damages, their causes and means of prevention; remedial action taken or required by the reports of investigations or inspections.
 - (v) Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members and posted on the bulletin boards.
 - (vi) Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.

20.5 Right to Refuse

- (a) An Employee has the right to refuse to perform work if the Employee has reasonable cause to believe that the work presents a danger to himself or another Employee.
- (b) An Employee who is exercising his right to refuse work shall notify the supervisor, who in turn shall immediately notify the General Manager and the Co-Chairs of the Joint Health and Safety Committee.
- (c) The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in presence of the co-chair and refusing worker.
- (d) The Company will investigate the matter in the presence of the Employee who reported it and a Union member of the Joint Health and Safety Committee.
- (e) If the Union Co-Chairs and the General Manager cannot agree on a remedy to the work refusal, the appropriate Government Health and Safety Officer shall be called in. The Health and Safety Officer shall investigate and on completion give written notification of the decision to the Company and the Joint Health and Safety Committee members and the Employee.
- (f) No Employee shall be disciplined or penalized for exercising his right to refuse dangerous work in good faith.
- (g) The Company will post Occupational Health and Safety Information Pamphlet #4 – Right to Refuse Dangerous Work.

20.6 Accident and Incident Investigations

Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. The co-chairs or designate shall investigate the accident or incident. Incident report forms shall be completed and a copy will be given to the local Union.

20.7 Training – Joint Health and Safety Committee

The Company agrees that members of the Joint Health and Safety Committee require health and safety training to effectively carry out their responsibilities, including participation in training programs provided by Unifor. The co-chairs of the Committee shall identify training programs required and Committee members shall attend the training sessions without loss of pay. The Company agrees to pay for reasonable course material fees associated with their training.

20.8 Disclosure of Information

The company will continue to disclose the identity of all known physical agents, toxic materials or other hazardous substances to which workers are exposed and maintain current MSDS documents accessible to Employees.

20.9 Right to Accompany Inspectors

The union JHSC co-chairperson, or designate shall be allowed to accompany a government inspector on an inspection tour.

20.10 Protective Clothing and Equipment

The Company shall provide all Employees with the necessary personal protective clothing and equipment required in the performance of their duties.

ARTICLE 21 - SAFETY FOOTWEAR AND CLOTHING

- 21.1 (a) Employees shall accumulate two (2) points per month worked in the calendar year to be used for a clothing allowance the following calendar year. There shall be no carry over of points from one calendar year to the next. Clothing will be distributed once per year.
- (b) The Company will advance newly hired Employees the necessary clothing for the Employee's first calendar year of employment.
- 21.2 Employees with six (6) months seniority shall be reimbursed each calendar year up to **two hundred (\$225.00)** dollars, upon providing proof of purchase receipts, for CSA approved safety footwear, including boot protector and in-soles. For Employees with less than six (6) months seniority, the reimbursement shall be eighty-five (\$85.00) dollars in a calendar year.

ARTICLE 22 - EMPLOYEE BENEFITS

22.1 Short-Term Disability

- (a) Effective the first of the month coincident with or next following the completion of the Employee's probationary period, the Employee will be enrolled in the Short-Term Disability Plan as a condition of employment.
- (b) Short-term disability will be paid subject to a three (3) day waiting period, in the amount of three hundred thirty dollars (\$330.00) per week.
- (c) The service scale for duration of payment is as follows:
 - 6 months to 18 months service 4 weeks
 - 18 months to 5 years' service 16 weeks
 - 5 years to 7 years' service 26 weeks
 - 7 years' to 10 years' service 34 weeks
 - 10 years' service and over 52 weeks
- (d) The three (3) day waiting period will be waived in respect to an Employee who is hospitalized during the waiting period, due to illness or accident.
- (e) The required premiums will be paid on a 50-50 cost sharing basis between the Company and the Employee.
- (f) Employees will not be eligible for benefits under the Company short-term disability plan for any period for which they are entitled to receive Employment Insurance Sickness Benefits.
- (g) Except as provided below, coverage will cease on the day on which an Employee is laid off and will resume on the day the Employee returns to work following recall to full-time employment. For Employees who have received one (1) full week of short-term disability prior to lay-off, coverage will continue during the period of lay-off for a maximum of thirteen (13) weeks from the date of lay-off. After the expiry of thirteen (13) weeks from the date of lay-off, no further benefits will be paid.

22.2 Life Insurance

- (a) Eligible Employees will be covered for **fifty** thousand dollars (**\$50,000**) Life Insurance.
- (b) All full-time Employees will become eligible for coverage effective the first of the month coincident with or next following the completion of the Employee's probationary period.

- (c) Eligible Employees may continue life insurance coverage during the period of layoff while in receipt of Employment Insurance Benefits and providing the Employee does not become employed with another employer. The life insurance premium shall be cost shared with the Company on a 50/50 basis. Coverage during the layoff period will continue during the period of layoff for a maximum of six (6) months.

22.3 Extended Health Care

- (a) The Company will provide an Extended Health Care Plan. Subject to the terms of the policy, there is no deductible, and the co-insurance factor is 80%/20%.
- (b) The Plan will include Visioncare with a maximum of two hundred and fifty dollars (**\$250**) every two (2) years for each insured adult and every year for each insured child. The co-insurance provisions do not apply to this benefit.
- (c) The Plan will include the cost of hearing aids, up to seven hundred (\$700.00) every five (5) years for each person insured, provided the appliance is prescribed by a certified ear specialist (Otolaryngologist).
- (d) All full-time Employees will become eligible for coverage effective the first day of the month coincident with or next following the completion of the Employee's probationary period.
- (e) The required premiums will be paid by the Company.
- (f) Coverage under the Plan will continue until the end of the month in which an Employee is laid-off and will resume on the day the Employee returns to work following recall to full-time employment.
- (g) If an individual wishes continuation of the health benefit during lay-off, he/she may extend the coverage for up to six (6) months with the premium paid fully by the Company for the first three (3) months and cost shared 50/50 between the Company and the Employee for the remaining three (3) months.
- (h) As soon as is administratively feasible following the signing of the Collective Agreement, the Company will implement a Pay-Direct Drug Card system which will include a generic substitution drug plan.
- (i) **An employee who retires may continue participation in the extended health and dental plans provided the employee has twenty-five (25) years service and is sixty (60) years of age. Premiums shall be paid fully by the retiree with post-dated cheques provided to the Company. In the event of default by the retiree, plan coverage ceases immediately. Extended health and dental plan coverage terminates at**

age sixty-five (65). Travel insurance shall not be included in the extended health plan and it will be the retiree's responsibility to purchase travel insurance in the event of travelling outside of the country.

22.4 Dental Plan

- (a) The Company will provide a Dental Insurance Plan, as set out in Appendix "B". Reimbursement for eligible dental care services is to be based on the Dental Association Fee Guide in effect in the province of Nova Scotia one (1) year prior to the date the expense was incurred.
- (b) All full-time Employees will become eligible for coverage effective the first day of the month coincident with or next following the completion of the Employee's probationary period.
- (c) The required premiums will be paid by the Company.
- (d) Coverage under the Plan will continue until the end of the month in which an Employee is laid-off and will resume on the day the Employee returns to work following recall to full-time employment.
- (e) If an individual wishes continuation of these benefits during lay-off, he/she may extend the coverage, for up to six (6) months, provided he/she pays the full monthly premium in advance.

22.5 (a) Pursuant to Articles 22.2 (c), 22.3 (g) and 22.4 (e), an Employee who chooses to continue coverage during the layoff period must notify the Company accordingly on receipt of layoff notice and within seven (7) days of layoff provide the Company with post-dated cheques/payment for the Employee's share of the benefit premiums.

- (b) An Employee who does not comply fully with the conditions set out in (a) above shall be deemed to have chosen not to continue benefit coverage during the layoff period and benefit coverage will be suspended until such time as the Employee's return to active duty following layoff.

22.6 Group Registered Retirement Savings Plan (RRSP)

- (a) Every Employee is required to participate in the group RRSP commencing two (2) calendar years following the Employee's date of hire.
- (b) The Employee shall contribute 2.5% of gross biweekly wages and the Company shall contribute 5% of the Employee's gross biweekly wages. Contributions based on gross wages will be effective the first pay period following signing of the Collective Agreement.

- (c) Investment decisions are exclusively those of the Employee, and the group RRSP representative may be contacted at any time by the Employee for information and/or consultation.
 - (d) The Company will arrange for the group RRSP representative to hold an information session for Employees annually.
 - (e) In addition to (d) above an Employee may access his personal and secure interactive account provided by the RRSP plan administrator.
 - (f) An Employee who is eligible for participation in the plan but has not completed the required documentation will have all contributions deposited in the plan's daily interest income fund.
- 22.7 The benefits setout in this Agreement and the eligibility for such benefits shall not be changed or modified during the life of the Agreement except by mutual agreement between the Union and the Company.

ARTICLE 23 - WAGES

- 23.1 The Company shall pay the wage rates as outlined in Appendix "A".
- 23.2 Employee pay stubs shall be distributed at the worksite not later than Friday of pay week.
- 23.3 Should an Employee's pay be in error of four (4) hours or more and the Employee requests in writing an adjustment during the same pay period, the Company will advance the Employee the shortfall outside the payroll system and the advance will be deducted from the Employee's pay the following pay period.

ARTICLE 24 - DURATION

- 24.1 This agreement shall be in effect from December 1, **2013** to November 30, **2016** and from year to year thereafter, unless either party notifies the other party in writing within ninety (90) days prior to the expiration date of its desire to terminate or amend the Agreement.

SIGNED at Truro, Nova Scotia this day of , 2014.

For the Union:

For the Company:

APPENDIX “A”

1. Wages

	Effective Dec. 1, 2013	Effective Dec. 1, 2014	Effective Dec 1, 2015
Group 1 Maintenance Extruder Operator	\$ 19.75	\$ 20.10	\$ 20.50
Group 2 Control Room Operator/ Mixer/Ultra-Mixer Vac Room Operator Shipper/Receiver Bagger Operator	\$ 19.50	\$ 19.85	\$ 20.25
Group 3 Mixer Assistant Bagging/Sewing/Piling Sweeper General Labourer	\$ 16.60	\$ 16.95	\$ 17.35

Signing bonus - **\$750**

2. Job Rate Application

- (a) Employees shall receive the applicable wage rate provided for in the wage classification for the jobs they perform when they become qualified.
- (b) Qualified as used above shall be interpreted to mean ability to regularly perform the job without instruction or assistance.
- (c) When an Employee is regularly assigned to more than one job and the jobs are not classified in the same group, he/she will be paid an hourly rate determined by taking into account the actual percentage of time worked on each job.

When an Employee regularly works 75% or more of his/her time on the highest rated job, he/she will be paid that rate.

APPENDIX "A" (Cont'd)

- (d) The starting rate for probationary Employees will be eighty-five percent (85%) of the Group 3 rate. Upon completion of the probationary period, these new Employees will be paid eighty-five percent (85%) of the rate of the job or jobs they regularly perform when they become qualified. Notwithstanding the above terms and conditions concerning the probationary period pay rate, it is understood and agreed that in all cases the provisions of Article 9 will prevail in relation to an Employee's seniority.

Automatic increases of 5% of the job rate will be granted on the completion of each six (6) months' service. After eighteen (18) months service, the full rate of the job or jobs will be paid.

- (e) When an Employee is required temporarily to fill a higher rated job for a period of four (4) hours or more, he/she shall receive the higher rate, but if required temporarily to fill a lower rated job he/she shall receive his/her regular rate.
- (f) Those Employees with the stationary engineer qualifications shall be paid the Group 1 rate or fifty cents (0.50¢) per hour in addition to the Employee's regular rate, whichever is greater, for each hour worked when there is no management person designated as having responsibility for the boiler operation and where a qualified Employee with stationary engineer qualification has been designated by management to be responsible for the boiler operation.

SIGNED at Truro, Nova Scotia this day of , 2014.

On behalf of
the Company

On behalf of
The Union

APPENDIX “B”

Dental Insurance Plan

The Company agrees to provide a Dental Plan in accordance with the following:

1. The following services will be covered:
 - Examination
 - Consultations
 - Specific diagnosis procedures
 - X-rays
 - Preventative services such as scaling and polishing and fluoride and treatments
 - Routine fillings
 - Extractions
 - Anaesthesia
 - Periodontal treatments
 - Endodontic treatments
 - Surgical services
 - Dentures, denture relining and/or rebasing, repairs and adjustments
 - Crowns, inlays and onlays
 - Fixed bridgework
2. Effective January 1, 2008 the Plan will reimburse the Employee for eighty (80%) percent of allowable expenses (except for changes related to dentures, crowns, inlays, onlays and fixed bridgework in which case fifty (50%) percent will be reimbursed), with a maximum payment of one thousand five hundred dollars (\$1,500.00) to each Employee or dependent.
3. Where claim charges are estimated to exceed two hundred dollars (\$200.00) for any Employee or dependent, a treatment plan will be submitted to the insurance Company before treatment commences.
4. Covered Dental Expenses do not include and no payment will be made for:
 - services not included in the above;
 - services provided under any government plans or Worker’s Compensation;
 - services covered under any other insurance;
 - cosmetic treatment;
 - charges for broken appointments;
 - dentures replacing an existing appliance which is less than three (3) years old or which can be made serviceable;
 - theft or loss of dentures.

APPENDIX "B" (Cont'd)

SIGNED at Truro, Nova Scotia this day of , 2014.

On behalf of
the Company

On behalf of
The Union

APPENDIX “C”

Long Term Disability

1. Full-time Employees are eligible for the Plan on attainment of one year’s seniority.

Employees absent from work on the date they would otherwise have been eligible must return to work and satisfactorily complete two (2) months’ full-time work to be eligible.

2. Long Term Disability benefits will be payable where an Employee is unable to perform any employment for remuneration or profit solely by reason of total disability through sickness or accident, whether permanent or temporary. The sole determination of cases qualifying for benefits will be made by the insurance Company based upon continuing medical evidence of such disability as is considered satisfactory. To qualify, any case involving alcohol or drug-related conditions will require active supervision by and continuing treatment from a rehabilitation centre or a provincially designated institution. Any case involving mental illness will require continued treatment under an approved specialist, and will only be paid in cases of severe conditions involving personality disorganization (psychotic conditions). An Employee in receipt of Long Term Disability benefits will be subject to the provisions of Article 9.4(a) of the Collective Agreement.
3. The amount of benefit will be nine hundred and fifty (\$950.00) per month less any benefit for which the Employee is eligible under the Canada or Quebec Pension Plan Primary Disability Benefit, Workers’ Compensation or other government or government sponsored plan, excluding any pre-existing disability benefit. The Employee will be presumed eligible for such government benefits until satisfactory evidence is presented that his/her application for them has been denied.
4. An Employee in receipt of a benefit under the Company’s Pension Plan cannot be in receipt of a benefit under the Long Term Disability Plan.
5. The benefit will commence after the Employee’s entitlement to Company Short-Term Disability and Unemployment Insurance Sickness Benefit has expired, and will be payable until recovery, actual retirement date, normal retirement date, or death, whichever comes first. An Employee whose Company Short-Term Disability or Unemployment Insurance Sickness Benefit expires prior to the end of the month in which he/she was laid off will be entitled to the benefit.

APPENDIX “C” (cont’d)

6. Should an Employee return to work after collecting Long Term Disability benefits and subsequently again cease work as a result of the same or related disability, the benefit will recommence without a waiting period provided the disability recurred within a year of the Employee’s return to work; otherwise, the Employee will be subject to the normal waiting period before the benefit commences.
7. Where an Employee returns to work under an approved rehabilitation program of up to twenty-four (24) months, the benefit will be reduced by fifty (50%) percent of any earnings, provided the total gross income from all sources does not exceed ninety (90%) percent of the pre-disability normal gross wages.
8. No benefit will be paid for intentionally self-inflicted injuries, or for disabilities arising from a declared or undeclared act of war, participation in a riot or insurrection, employment with another Company, or commission of a felony.
9. **An employee in receipt of Long Term Disability benefits pursuant to Appendix C shall have the option of maintaining extended health and dental benefits to age 65. The Company shall pay the premiums for up to the first six (6) months while the employee is in receipt of LTD benefits. After six (6) months the premiums will be paid fully by the employee by post-dated cheques to the Company. Extended health and dental coverage shall cease immediately if the employee fails to make a monthly payment to the Company.**

SIGNED at Truro, Nova Scotia this day of , 2014.

On behalf of
the Company

On behalf of
The Union

APPENDIX “D”

Letter of Understanding Re Training Committee

The parties to this collective agreement in their recent negotiations discussed their mutual desire to have a functioning and effective Joint Training Committee to ensure that employees receive the training necessary to do their jobs in an effective way.

In these discussions, both parties acknowledged that the understanding reached in this regard in the last round of negotiations did not meet its intended goals and objectives. To ensure the mutual goals of an effective, functioning committee, the following enhancements are agreed to:

- **the committee will be comprised of the General Manager and the Unit Chairperson and one additional representative from both the company and union (each side will determine how to select their additional representative)**
- **the committee agrees to meet at least once every quarter to discuss new issues and/or follow-up on previous action items**
- **it is recognized that the process to review the training requirements and the process to best provide the training for each position in the workplace will be a fundamental objective**
- **it is also recognized that this is a considerable initiative that will take time to effectively address the variety of training requirements for the various positions**
- **the goal of the first few meetings will be to agree on terms of reference, specific goals and desired outcomes, as well as a work plan**

Finally, to further support this effort and review the committees’ progress, it is agreed that the Chief Operating Officer and a representative from the local or national union will attend one of the Training Committee meetings annually - the first such meeting to be attended for the purpose of this review will be the final meeting of 2014.

SIGNED at Truro, Nova Scotia this day _____ of _____, 2014.

On behalf of
the Company

On behalf of
The Union

APPENDIX "E"

Rick Garant
National Representative
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - CANADA)
Local 4606
63 Otter Lake Court
Halifax, NS
B3S 1M1

Dear Mr. Garant:

This will confirm our understanding with respect to the application of Appendix "A" 2(e).

Employees temporarily transferred to a lower rated job as required by the Company will be paid in accordance with Appendix "A" 2(e).

However, it is understood that when the transfer occurs as a result of a request made by the Employee, he/she shall receive the lower rate immediately.

Yours truly,

Mr. Kris Nicholls
VP Feed Supply Management
/jg

APPENDIX "F"

Re: Temporary Employees

- a) A Temporary Employee is one who is hired **to perform bargaining unit work on a temporary basis only and** without the intention of becoming permanent and who works within a specified time period.
Temporary employees shall be subject to the provisions of this Agreement, except **as follows:**

Article 9 - Seniority

Article 11 - Bereavement Leave

Article 15 - Leave of Absence

Article 16 - Maternity and Parental Leave

Article 17 - Transfers and Vacancies

Article 21 - Safety Footwear and Clothing

Article 22 - Employee Benefits

Article 23 - Wages – The temporary employee will be paid 85% of the Group 3 rate for the duration of the temporary position.

Appendix B - Dental Insurance Plan

Appendix C - Long Term Disability

- b) The temporary employee may be terminated without notice at the employer's discretion.
- c) **A temporary position shall not exceed four (4) consecutive months but may be extended beyond the four months by mutual agreement of the Company and the Union.**

SIGNED at Truro, Nova Scotia this day _____ of _____, **2014.**

On behalf of
the Company

On behalf of
The Union

APPENDIX "G"

LETTER OF UNDERSTANDING

RE: Labour Management Committee

The Union and Employer agree to establish a Labour-Management Committee composed of the Plant Manager, Production Manager, Union Chairperson and Shop Steward. The committee shall meet at least twice a year and discuss matters of mutual concern, such as Capital Projects, maintenance items, general production and to be used as a communication vehicle between the Parties. The first meeting will be held within thirty (30) days of the signing of this Collective Agreement.

SIGNED at Truro, Nova Scotia this day of , **2014.**

On behalf of
the Company

On behalf of
The Union

APPENDIX “H”

Letter of Understanding Re: Vacation Pay And Vacation Time Off

1. Employees With Banked Vacation Pay

- a) **An employee who receives vacation pay for time off shall have that time deducted from the employee’s annual entitlement as set out in Article 19.1. To clarify, if an employee takes time off for any reason and requests vacation pay for that time, the time off taken shall be deducted from the employee’s annual entitlement, proportional to the pay received.**

- b) **An employee who receives vacation pay but does not take time off shall not have any vacation time deducted from the employee’s annual entitlement as set out in Article 19.1.**

For example, if an employee requires money in the case of a personal emergency and \$500 is paid to him from his vacation bank, no time will be deducted from the employee’s annual entitlement as set out in Article 19.1.

2. Employees Who Receive Vacation Pay On Bi-Weekly Pay

An employee with seniority who receives vacation pay on his bi-weekly pay, is entitled to unpaid vacation time off as set out in Article 19.1.

Signed at Truro, Nova Scotia this day of , 2014.

**On behalf of
The Company**

**On behalf of
The Union**

APPENDIX "I"

Rick Garant
National Representative
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - CANADA)
Local 4606
63 Otter Lake Court
Halifax, NS
B3S 1M1

Dear Mr. Garant:

Re: Compensation for Working Scheduled Days Off

This is to confirm the understanding between the parties respecting overtime compensation to Employees who, in addition to working the normal work week as defined in Article 10.1, also work on their scheduled days off. As suggested at our negotiation session on March 13, 1996, included are some examples to assist in the interpretation, using both eight (8) and ten (10) hour shifts. Scheduled days off are indicated (x) and highlighted.

Example #1

S S M T W T F S S M T W
8 8 8 8 8 X X 8 8 8 8 X

- If the Employee is called in to work the Thursday which was scheduled off, time and one half applies.
- If the Employee is called to work both Thursday and Friday, time and one half applies for Thursday, double time for Friday.
- If the Employee is off on Thursday as scheduled but is required to work on Friday, time and one half applies.

The return to work on Saturday for the eight (8) hour shift would be at regular rate of pay.

The phrase "consecutive days off" means they must be back to back days off. Therefore, "consecutive" is broken upon return to a regular shift. For example, if the Employee scheduled off on Thursday and Friday works both days, and also works his next scheduled day off the following Wednesday, time and one half would apply for that Wednesday shift.

APPENDIX "I" (cont'd)

Example #2

This also confirms the commitment made to the Union that double time will accrue on the third day when the Employee works all three scheduled days off:

S S M T W T F S S M T W
10 10 10 10 X X X 10 10 10 10 X

In this example, assuming if the Employee was required to work all the scheduled days off, overtime on Wednesday would be at time and one half, Thursday - double time and Friday - double time. The following Wednesday scheduled off would be at time and one half if the Employee is required to work.

Yours truly,

Mr. Kris Nicholls
VP Feed Supply Management
/jg

APPENDIX "J"

Rick Garant
National Representative
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - CANADA)
Local 4606
63 Otter Lake Court
Halifax, NS
B3S 1M1

Dear Mr. Garant:

Re: Northeast Nutrition Inc., Truro, Nova Scotia

This will confirm our discussion regarding the Company's position on the problem of substance abuse.

The Company recognizes that the excessive or inappropriate use of alcohol or other drug can result in physical and /or mental illness.

The Company also recognizes that such misuse of alcohol or other drug is frequently accompanied by a variety of other problems adversely affecting the individual's well-being with regard to his/her family, financial affairs, employment and social life.

Since these problems, in many cases, can be successfully treated, the Company accepts the concept that substance abuse can be treated as an illness. The Company with the co-operation of the Local Union intends to utilize the treatment facilities within the community to aid in early recognition and supportive treatment for any Employee of the Company who may be suffering from this problem.

Yours truly,

Mr. Kris Nicholls
VP Feed Supply Management
/jg

APPENDIX "K"

Rick Garant
National Representative
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - CANADA)
Local 4606
63 Otter Lake Court
Halifax, NS
B3S 1M1

Dear Mr. Garant:

This is to confirm that when the Plant Manager is away from the plant and where, in his absence, another person has been delegated to be in charge, the name of the person in charge shall be posted on plant bulletin boards.

Yours truly,

Mr. Kris Nicholls
VP Feed Supply Management

APPENDIX “L”

LETTER OF UNDERSTANDING

Re: Medicated Vac Room Assignments

Notwithstanding Articles 17.1 and 17.2, and prior to any Employee being temporarily transferred to the medicated vac room positions, the Company will determine those employees qualified to perform the work and a discussion will be held with the Union representative regarding the assignments.

SIGNED at Truro, Nova Scotia this day of , 2014.

On behalf of
the Company

On behalf of
The Union

APPENDIX "M"

LETTER OF UNDERSTANDING

Re: Paid Education Leave

The Company agrees to pay into a special Unifor trust fund \$200.00 annually for the purpose of providing paid education leave. Such monies to be paid on an annual basis into a trust fund established by the National Union, Unifor and sent by the Company to the following address:

Unifor Paid Education Leave Program
Unifor-Canada
205 Placer Court
Toronto, ON M2H 3H9

SIGNED at Truro, Nova Scotia this day of , **2014**.

On behalf of
the Company

On behalf of
The Union
