

SOURCE	Union		
EFF.	95	01	12
TERM.	98	01	12
No. OF EMPLOYEES	15		
NOMBRE D'EMPLOYÉS	<i>[Signature]</i>		

**FIRST COLLECTIVE AGREEMENT**

BETWEEN.

**B.P. KENT FLOUR MILLS LIMITED**  
(hereinafter called "the Company")

- and -

**RETAIL WHOLESALE CANADA CANADIAN SERVICES**  
**SECTOR DIVISION OF THE UNITED STEELWORKERS OF AMERICA**  
**LOCAL 468, AFL-CIO, CLC**  
(hereinafter called "the Union")

*4/9/91*

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**ERRORS & OMISSIONS EXCEPTED**

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## COMPANY PROPOSAL

### INDEX

ARTICLE I	PURPOSE AND INTENT
ARTICLE II	UNION RECOGNITION
ARTICLE III	MANAGEMENT RIGHTS
ARTICLE IV	NO <b>STRIKES</b> OR LOCKOUTS
ARTICLE V	<b>UNION</b> SECURITY AND CHECK-OFF
ARTICLE VI	RELATIONSHIPS
ARTICLE VII	GRIEVANCE PROCEDURE
ARTICLE VIII	ARBITRATION
ARTICLE IX	SENIORITY
ARTICLE X	<b>LAY-OFF</b> AND <b>RECALL</b>
ARTICLE XI	HOURS OF <b>WORK</b> , OVERTIME
ARTICLE XII	TEMPORARY ASSIGNMENTS
ARTICLE XIII	PLANT HOLIDAYS
ARTICLE XIV	VACATIONS
ARTICLE XV	REST <b>PERIODS</b> AND MEAL ALLOWANCE
ARTICLE XVI	LEAVE OF ABSENCE
ARTICLE XVII	WAGES
ARTICLE XVIII	GENERAL
ARTICLE XIX	MISCELLANEOUS
ARTICLE XX	DURATION OF AGREEMENT
-APPENDIX "A"	

## FIRST COLLECTIVE AGREEMENT

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B.P. KENT FLOUR MILLS LIMITED  
(hereinafter called "the Company")

- and -

RETAIL WHOLESALE CANADA CANADIAN SERVICES

SECTOR DIVISION OF THE UNITED **STEELWORKERS** OF AMERICA  
LOCAL 468, AFL-CIO, CLC

(hereinafter called "the Union")

### ARTICLE I - PURPOSE AND INTENT

1.1 The Company and the Union each represent that it is the purpose and intent of this Agreement;

(a) to set out in writing those provisions respecting terms **and** conditions of employment of employees in the bargaining unit described in Section 2.1, which are to be covered and regulated by this agreement, and

(b) to provide a process for the prompt disposition of grievances relating to matters covered and regulated by **this agreement**.

1.2 It is intended by the parties that the provisions of this agreement will have the effect of ensuring labour peace, and contributing to the Company improving the strength **and** profitability of the business in which it is engaged in a highly competitive marketplace, **and** promoting **and** improving human **and** economic relationships between the employees and the Company.

### ARTICLE II - UNION RECOGNITION

2.1 The Company **recognizes** the Union **as** the exclusive bargaining agent for all employees of the Company who are included in the bargaining unit certified by the Canada Labour Relations Board on **May** 16th, 1994, No. F555-3737 as:

"all employees of B.P. Kent Flour Mills Ltd. in the Province of Manitoba, excluding **the** accounting clerk, elevator manager, head miller, mill superintendent, purchasing manager, and **sales** manager."

2.2 The Company will not enter into **any** agreement or contract **with** those employees for **whom** the Union has bargaining rights, either individually or collectively.

### 2.3 Seasonal Employees

Notwithstanding any other provision of this agreement, the Company may employ seasonal employees during the period April 15<sup>th</sup> to September 15<sup>th</sup> to perform any functions covered by this agreement for the wage rate prescribed for seasonal employees in Appendix "A", provided engagement of seasonal employees shall not cause loss of regular hours to or displace the active bargaining unit employees.

### 2.4 Casual Employees

Notwithstanding any other provision of this agreement, persons who are employed by the Company for occasional special jobs or as temporary replacements for absent employees for less than 80 hours duration shall be outside the scope of this agreement. Laid-off employees shall be given the first opportunity to do the casual work at the casual rates.

2.5 The term "employee" as used in this agreement shall mean only those employees who are included in the bargaining unit, as described in Article 2.01.

2.6 The Company agrees to acquaint new employees with the fact that a Union Agreement is in effect and to provide them with a copy of the Agreement provided by the Union.

## ARTICLE III - MANAGEMENT RIGHTS

3.1 The Union acknowledges that the right to manage the enterprise in which the Company is engaged remains solely, exclusively and without limitation with the Company and the Company retains all of its inherent rights, powers and authority to manage its business except to the extent expressly abridged by specific provisions of this agreement.

3.2 Without limiting the generality of Article 3, 1, the Union acknowledges that, subject to the express provisions of this Agreement, it is the exclusive right and function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) direct the working force, including the right to hire, lay-off, promote, demote, assign or transfer;
- (c) to suspend, discipline or discharge for just cause;
- (d) generally, to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing to: determine the products to be handled, produced, sold, processed or manufactured, schedule the production, methods, processes and the means of production or handling of its products; determine working hours and the allocation and number of employees required by the Company from time to time.

## ARTICLE IV - NO STRIKES OR LOCKOUTS

4.1 It is agreed that the Union will not, while this agreement is in operation, authorize, promote, direct, condone or encourage any slowdown or other curtailment or restriction of production or interference with work in or about the Company's Plants or premises nor will employees take part in any such actions.

4.2 It is agreed that the Union will not, while this agreement is in operation, authorize, promote, direct, condone or encourage a strike of employees affected by this agreement nor will employees take part in such action. It is agreed that the Company will not, during the operation of this agreement, lock out employees.

## ARTICLE V - UNION SECURITY AND CHECK-OFF

**5.1** The Company agrees to deduct the amount of the regular monthly union dues payable by a member of the Union from the wages of each and every employee covered by this Agreement, whether or not the employee is a union member, except that where the employee is not a member of the Union the amount deducted shall not include any portion of such dues that are payable in respect to pension, superannuation, sickness, insurance or other benefits that are available only to persons who are or have been members of the Union or in respect of special assessments payable by members of the Union, and to remit same to the Union on a monthly basis.

**5.2** The Union shall inform the Company in writing of the amount of the regular membership dues and any additional amounts to be deducted and any change which may be authorized from time to time by any employee. Such charges and changes are not binding on the Company until written notice to deduct same is first received by the Company.

**5.3** Payment of Dues - The Company agrees to deduct from the first pay day of each calendar month the dues and other authorized deductions referred to in Sections 5.1 and 5.2 above. The Company agrees to forward any amounts deducted with respect to dues to the Union's Office within fifteen (15) calendar days following the end of the month in which such dues are deducted.

**5.4** The Company shall provide the Union with an alphabetical list of the names of employees from whose wages deductions have been made under Section 5.1 or 5.2 above, and with the employee's written consent, his name and telephone number, and the amount so deducted from each employee's wages.

**5.5** Each year the Company will calculate the amount of Union dues deducted from the employee's pay and shall indicate the same on the employee's T4 slip.

**5.6** The Union shall indemnify and save the Company harmless from any and all claims, demands and proceedings that may arise from any deductions or related action or actions pursuant to this Article except for nondeduction of dues.

**5.7** The Union shall provide the Company with thirty (30) days written notice of any increase or decrease in the amount of dues to be deducted from the bargaining unit employees.

## ARTICLE VI - RELATIONSHIPS

**6.1** The Company agrees not to discriminate against any employee because of his membership or prospective membership in the Union. The Union agrees there will be no union activities on the plant premises or on other Company premises without the express permission of the Company, other than as provided by this Agreement.

**6.2** Except where stated to the contrary, or where the sense requires the contrary, the use of the masculine gender in this Agreement shall be considered to include the feminine and the singular shall include the plural and vice versa.

## ARTICLE VII - GRIEVANCE PROCEDURE

### 7.1 *stewards*

Stewards will be designated in writing by the Union to the Company. At any time, no more than one such Steward will be responsible for or involved in the processing of **any** one grievance. The parties agree that said Stewards shall be deemed to be officials of the Union. The parties agree that the Union officials occupy positions of leadership **and** responsibility on behalf of the Union.

**7.2** The Union representative (Steward) involved in the processing of a grievance may leave his regular duties for such time as is necessary to process the grievance, if first approved by his immediate supervisor. Such permission may be withheld if in the opinion of the Company it interferes or is likely to interfere with production. Where such consent is granted, the Steward when ready to resume his regular responsibilities **as** an employee will immediately report his readiness to return **to** work to his immediate supervisor. Shop Stewards will not lose pay for time spent during regularly scheduled working hours attending meetings with management's representatives.

**7.3** Whenever the term "grievance procedure" is used in this Agreement it shall be considered **as** including the arbitration procedure. "Grievance" shall mean a complaint or claim concerning the discipline or discharge of **a** seniority employee, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

**7.4** It is the intention of the Company and the Union that by execution of this Agreement industrial peace will be maintained and that the Union and the Company shall **cooperate to** that end and that work will be done without interruption.

**7.5** It is the mutual desire of the Company and the Union that complaints of employees shall be adjusted **as** quickly **as** possible and it is generally understood **that an** employee has no grievance until he has first given **his** foreman an opportunity to adjust his complaint and he may be accompanied by his Steward, if he requests such assistance. Such complaint shall be registered within seven **(7)** days from the date the alleged circumstances giving rise to the grievance actually came or should have come to the **knowledge** of the employees.

**7.6** The aggrieved employee may be present during any of the steps of the Grievance procedure if he wishes, or at the request of either the Union or the Company. When an employee is to be formally interviewed by his foreman on a matter that may lead to discipline he will have the Steward attend such interview, if one is available. If the Steward is not available or the employee declines **to** have the Steward attend, the absence of the Steward shall not invalidate the discipline.

**7.7** Grievance Steps - If an employee has an unsettled complaint, it may be taken up **as a** grievance within three **(3)** working days in the following manner and sequence:

STEP 1 - between the aggrieved employee who may, at his request, be accompanied by the Steward and the foreman at which time a written record of the grievance shall be submitted. Failing a settlement within three (3) working days, then

STEP 2 - within three (3) working days following the decision at Step 1 **the** grievance **may** proceed between the aggrieved employee, the Steward and Plant Management or other authorized representative of the Company. **A** representative of the Union will attend, if **required**, by either the Company or the Union. Failing a settlement within three (3) working days, then

**STEP 3** - within three (3) working days following the decision ~~at~~ Step 2 the grievance ~~may~~ proceed between the Steward and Plant Management at a meeting arranged for the purpose. A full-time representative of the Union will attend such meeting if requested by either the Company or the Union. Failing a settlement within five (5) working days, then following the decision at Step 3, of any difference between the parties arising from interpretation, application, administration or alleged violation of this Agreement, including any question ~~as to whether~~ a matter is arbitrable, ~~such~~ difference or question ~~may~~ be taken to arbitration ~~as~~ provided in Article VIII. If no written request for arbitration is received within fourteen (14) days after the decision at Step 3 is given, the grievance shall be deemed to have been **settled** or abandoned.

7.8 Time Limits - Saturdays, Sundays, and plant holidays will not be counted in determining the time limit within which any action is to be taken or completed in each of the steps of the Grievance Procedure or under Article VIII. **Any** and all time limits **fixed** by this Article and Article VIII. Any and all time **limits fixed** by this Article and Article **VIII** may at any time be extended by agreement between the Company and the Union.

7.9 Policy Grievance - 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 any one party **to** the other **at** the Step 3 of the Grievance Procedure. **Discussions** between the Company and the Union **apart** from the grievance procedure shall not preclude resort to the grievance procedure. Such grievance shall be registered with seven (7) days **from** the date the alleged circumstances giving rise to the grievance actually came or should have come to the knowledge of the griever.

7.10 A settlement at any Step of the grievance procedure shall be **final** and binding upon **both** parties **to** this agreement upon any employee affected by it.

7.11 **Procedure to Grieve Suspension or Dismissal**

**If** an employee is dismissed or suspended for any reason and wishes to grieve he must **inform** the Union Steward who shall, if a grievance is to be filed, file such written grievance with the Company within seven (7) days of the suspension or dismissal. The dismissal or suspension shall then be dealt with under the Grievance Procedure herein, beginning with Step 2.

7.12 Subject to Section 7.14 the Company shall not discipline or dismiss **any** employee except for just **cause**.

7.13 In the event of discharge or suspension for just cause, the Company shall furnish written reasons for discharge or suspension. Whether expressly stated or not, such **reasons** shall be deemed **to** include the employee's employment and discipline records.

7.14 The discharge of an employee who has not completed his probationary period, hereinafter referred to in this Agreement as a "probationary employee" shall be at the sole discretion of the Company. It is acknowledged by the Union that the Company is entitled to discharge a probationary employee if the Company, acting in good faith, **is** satisfied that with respect to that employee, suitability for the job is questionable for relevant **work** related reasons.

~7.15 A probationary employee discharged shall have no right to the grievance procedure in respect of such discharge.

**7.16** The Company shall use the following guidelines for discipline recognizing that some offenses may result in immediate suspension or dismissal:

- a) verbal warning
- b) written warning
- c) a suspension or suspensions in line with the severity of the case
- d) termination

**7.17** An employee, in the presence of an out-of-scope Supervisor or Manager, will have access to his personnel file on his own time, in the Plant office.

**7.18** An employee shall be entitled to copies of the contents in dispute of his personnel file, upon request.

## **ARTICLE VIII - ARBITRATION**

**8.1** If settlement is not reached pursuant to Article 7, the grievance may be referred by the Union or by the Company within fourteen (14) days following the decision at Step 3 of the Grievance Procedure to an arbitrator.

**8.2** It is hereby agreed that the sole arbitrator shall be chosen in order of the 3 listed below, if available, and failing availability, the next shall be chosen;

- a) Martin Freedman, Q.C.
- b) Paul Teskey
- c) David Bowman

"Arbitration Board" means the sole arbitrator or a tripartite Board appointed below, as the case may be.

Notwithstanding the above, the Company or the Union may, in the event of a policy grievance, opt to have a three (3) person Arbitration Board, in which event the notice of arbitration shall contain the name and address of the grieving party's nominee to the Board.

The recipient of the notice shall within five (5) days advise the other party, in writing, of the name of its appointee to the Arbitration Board.

The Chairman of the Arbitration Board shall be, in rotation, one of those from the list of three above. The parties shall use their best efforts to ensure that the Arbitration Board is duly constituted within fifteen (15) days from the Appointment of the second arbitrator.

**8.3** The person selected as Arbitrator shall in no way be involved directly in the controversy under consideration or be a person who has a personal or financial interest in either party to the dispute.

**8.4** The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman shall govern.



**8.5** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement or to add **to**, **alter**, modify or amend any part of this Agreement, or to adjudicate any matter not specifically assigned to it by the notice to arbitrate.

**8.6** In the event of termination, discharge, or suspension of an employee, the Arbitrator shall have the right to sustain the Company's action or reinstate the employee with full, part or no backpay, or to settle the matter in any way he **deems** equitable.

**8.7** It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, **so** that there shall be no suspension or interruption of normal operations, **as** a result of any grievances.

**8.8** Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the Chairman of the Board of Arbitration shall be borne equally by the two **(2)** parties hereto.

**8.9** The Board of Arbitration shall not designate a grievance **as** a continuing violation of this agreement **so as** to avoid the time limits of the grievance procedure. The Board of Arbitration shall herein determine only one (1) grievance at a time unless the parties expressly agree otherwise.

**8.10** The following offenses are viewed by the Company **as** particularly unacceptable **and** consequently it is agreed that a specific penalty of a minimum of a suspension is applicable. Consequently there is no jurisdiction given **to** the Arbitration Board **to** substitute a lesser penalty than a suspension, should the employee in question be found guilty of one or more of the following offenses:

- (a) fraudulent job related misconduct towards the Company or its management;
- (b)** theft of Company property or product; or
- (c) wilful destruction of Company property or product.
- (d) deliberate defiance of a reasonable exercise of managerial authority.

**8.11** Disagreement on Decision

Should the parties disagree **as** to the meaning of the decision, either party, within ten **(10)** days of the receipt of the arbitration award, may apply to the Chairman of the Board of Arbitration to **reconvene** the Board to clarify the decision. The Arbitration Board shall meet promptly with the parties and clarify its decision.

## **ARTICLE IX - SENIORITY**

**9.1** Definition of Seniority Date - **An** employee's seniority date shall be his last date of employment with the Company since which there has been no quit or discharge to break his continuous service.

**9.2** Seniority List - A seniority list showing each employee's seniority date will be prepared by the Company and posted on the Plant bulletin Boards once each year. An employee who believes his seniority is -incorrectly shown may take the matter up **as** a grievance.

**9.3** An employee shall be considered a probationary employee until he has completed three (3) months or **four** hundred and eighty hours **(480)** of employment (whichever is the greater). During such probationary period he will have no seniority rights, however on the successful completion of the foregoing probationary period he will become a seniority employee and will be credited with three (3) months seniority.

**9.4** In all cases of filling permanent job vacancies (except those in respect of positions outside of the bargaining unit) the following factors shall be considered;

- (a) seniority;
- (b)** ability to perform the requirements of the job;
- (c) skill;
- (d) qualifications to perform **the** requirements of the job.

Where the requirements demanded by factors (b), (c) and (d) are relatively equal between competing candidates, factor (a) shall govern.

**9.5** "Promotion" **as** used in this agreement shall be deemed to mean a permanent transfer within the bargaining unit to a job classification carrying a higher maximum rate of pay than the maximum rate of pay of the job classification which the employee has occupied.

**9.6** Transfer Out of Bargaining Unit

- (a) No employee shall be transferred to a position outside of the bargaining unit without his consent. An employee who accepts a position outside of the bargaining unit will continue **to** accumulate seniority for a twelve **(12)** month period. An employee who returns to the bargaining unit within the twelve **(12)** month period will be credited with seniority accumulated to date and will be classified **as** labour.
- (b)** The Company will deduct **and** remit to the Union the arrears of Union dues for this employee for this period of time within two **(2)** months of his return to the bargaining unit.
- (c) An employee will only be allowed to return to the bargaining unit once, and further, it must be within **this** twelve **(12)** month period.
- (d)** An employee terminated while in a position outside the bargaining unit will not be able to return to the bargaining unit nor will the employee have access to the grievance or arbitration procedure.

**9.7** Job Posting - Any permanent vacancy within the bargaining unit shall be posted on the bulletin board for five **(5)** working days. Any employee may bid for the job in accordance with Company policy. The Company will advise the Union, in writing, of the name of the successful applicant **as** soon **as** possible after the selection.

**9.8** Trial Period after Promotion - After promotion, **an** employee shall be entitled to a trial, training and familiarization period of up to three (3) months. In the event management determines, in good faith, at **any** time during the said three (3) months, that the promoted employee **is** not satisfactory or the employee does not wish to **complete** the period, he shall be returned to his previous position and wage rate and any **other** employee who **has** been promoted or transferred because of the rearrangement of positions may be returned to his former position and wage rate.

**9.10** Where two **(2)** or more employees are hired on the same day, seniority shall be determined alphabetically.

**9.11** Seniority shall be on a bargaining unit-wide basis **unless** expressly provided otherwise.

## ARTICLE X - LAY-OFF AND RECALL

**10.1** Lay-off - When it is necessary to reduce the working force of employees, seniority shall govern provided those retained are qualified, and have the skills and ability and are ready **and** willing to do the work that is available. In cases where **an** employee accepts a lower **rated** job rather than be laid off, his rate of pay shall be that of the lower **rate** job. The Union will be advised of the names of employees to be laid off.

**10.2** A seniority employee shall lose his seniority standing **and** employment and his **name** shall be removed **from** the seniority list for any of the following reasons:

- (a) if the employee voluntarily quits his employment with the Company;
- (b) if the employee is discharged for just cause **and** such employee is not reinstated pursuant to the provisions of the grievance procedure herein;
- (c) if an employee who is recalled to work after a lay-off fails **to** notify the Company within three (3) working days that he accepts the recall, or fails to return to work or furnish **a** satisfactory reason for not doing **so** within ten (10) working days **after** notice of recall **has been** sent by registered mail to the last address that the employment **office has** in its files for the employee;
- (d) if the employee overstays a permitted leave of absence without securing extension of such leave of absence from the Company **unless** the employee had a satisfactory reason;
- (e) if the employee is absent from his duties for two (2) or more consecutive days without a satisfactory reason;
- (f) in the event of the employee not performing work for the Company for period of one (1) year.
- (g) if the employee engages in other gainful employment while on sick leave or compensation.

**10.3** Recall from Lay-off - Employees will be recalled from lay-off on the basis of seniority provided those recalled are qualified, and have the skills and ability to perform the work that is available. Recalls will be made by telephone and if this means is unsuccessful the employee will **be** contacted by telegram, registered letter, or personal delivery of a letter, at the last **address** he **had** made known to the Company.

**10.4** The procedure for lay-offs shall be that the displaced employee will first exercise his seniority at his work location **as** provided in Paragraph 10.1. **An** employee laid off from his location will have the right **to** exercise his seniority and bump the junior employee at the other location, subject to his being qualified and having the skills and ability to perform the work. The laid-off employee shall within twenty-four (24) hours of receiving his lay-off notice indicate in writing to the Company that he is exercising his right and failing timely notice he **loses** that right.

**10.5** The Company to be kept informed - It shall be the responsibility of the employee to keep the Company **informed** at all times of his current address and telephone number.

**10.6** The parties hereto agree that the lay-off of a probationary employee shall be deemed to be a matter outside of the scope of this Agreement **and** shall therefore not be a matter which may **form** the subject of a difference between the parties and shall therefore be neither **grievable** nor arbitrable.

**10.8** No new employees will be hired while there are laid-off employees who are qualified and have the skills and ability and are ready and willing to perform the work that is available.

**10.9** Subject to the exceptions contained in Section **10.10** below, all employees, with the exception of probationary employees as defined in Section **9.3** who are to be laid off and who are subject to recall to work shall be entitled to two (2) days notice before lay-off or two (2) days pay in lieu of such notice.

**10.10** Section **10.9** above shall not apply to employees who are engaged for work on a short term basis for peak production periods unless and until an employee hired on a short term basis works a total of forty-five (45) shifts. The aforesaid employees who are to be laid off who are subject to recall to work shall be entitled to one (1) day's notice before lay-off or one (1) day's pay in lieu of such notice. When such an employee has worked a total of forty-five (45) shifts as aforesaid, the provisions of Section **10.9** shall apply thereafter.

## **ARTICLE XI - HOURS OF WORK AND OVERTIME**

**11.1** The employee's standard hours of work shall be forty (40) hours in any week and eight (8) hours in any day. Authorized work performed in excess of the standard hours of work shall be termed as overtime and paid at the rate of time and one-half (1 ½) of the employee's regular straight time rate of pay, subject to such averaging periods as have been or may in the future be approved by Labour Canada from time to time. The Company will endeavour to distribute overtime work, if any, as evenly as reasonably practicable amongst qualified employees within a department. Employees requested to work overtime are required to do so in emergencies, otherwise overtime is voluntary.

**11.2** **Reporting Allowance** - An employee reporting for work at his scheduled starting time without previous notification not to do so shall be given a minimum of three (3) hours work or three (3) hours pay at the prevailing hourly rate. In the event of a force majeure or in cases where an employee fails to notify his foreman of his intention to return to work following a period of absence, this provision shall not apply.

## **ARTI XII - TEMPORARY ASSIGNMENTS**

**12.1** An employee transferred temporarily for more than one (1) working day to a job paying a higher rate of pay will receive such higher rate beginning on the second (2nd) shift, but an employee transferred temporarily to a job paying a lower rate will continue to receive his regular rate of pay, except in cases where the employee requests a lower rated job due to health or other reasons, in which case the lower rate shall apply from the date of transfer.

## ARTICLE XIII - PLANT HOLIDAYS

13.1 The Company agrees to recognize the following Plant Holidays:

New Year's Day  
Good Friday  
Victoria Day  
Dominion Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

13.2 Full time employees will receive eight (8) hours ~~at~~ regular pay for all holidays listed in 13.1. Where a statutory holiday occurs during the period of an employee's vacation or on an employee's day off, the employee shall be entitled to an additional day on his vacation period or to be paid an extra day's pay in lieu of this day's vacation, or be granted an additional day off later, the arrangement to be agreed upon between the employee and management.

13.3 Part time employees will be granted statutory holidays with pay in accordance with the Canada Labour Code.

13.4 The observance or recognition of the holidays in 13.1 may be made on days other than calendar days when so proclaimed by the Federal Government, or by mutual agreement between the Company and the employees.

13.5 In the event of work being requested and worked on one of the holidays in 13.1, the employee will be paid at a rate of time and one-half (1%) for all hours worked in addition to the regular rate of pay, or shall be given compensatory time off, such time to be mutually agreed upon between the employee and the Company.

## ARTICLE XIV - VACATIONS

14.1 Vacation Scheduling - The Company will schedule vacations given to employees based on seniority, plant requirements and the need to maintain the efficient operation of the plant. Vacations of more than three (3) weeks duration will not normally be scheduled consecutively. Vacations shall be taken in the year in which they fall due and shall not be accumulated. Should it be advantageous to close the plant(s) for a vacation period, eligible employees will take vacation at that time, other than those whose services are required. In the event of a closedown for vacation, such period will be scheduled during June, July, August or one (1) week in December. Employees may elect to be laid off in lieu of taking vacation during the vacation period.

14.2 Posting Vacation Schedule - Notice will be posted February 1st of the current year requesting employees to state their choice of vacation dates. Such notice will be removed by the Company on February 28th and the Vacation Schedule prepared in accordance with the provisions of Section 14.1 and posted within seven (7) days. Requests to re-schedule vacations after that date will be considered.

14.3 All full time employees will be entitled to vacation with pay each year with the length of vacation dependent upon length of service.

**14.4** ✓ An employee who **has** completed one (1) year but less than five (5) years of continuous employment with the Company, shall receive two (2) weeks vacation time **off** and four percent (4%) of his **gross** earnings of the previous calendar year **as** vacation pay.

**14.5** An employee who **has** completed five (5) years but **less than** fifteen (15) years of continuous employment with the Company, shall receive three (3) **weeks** vacation time **off** and **six** percent (6%) of his **gross** earnings of the previous calendar **year as** vacation pay.

**14.6** An employee who has completed fifteen (15) years of continuous employment with the Company, shall receive four (4) weeks vacation time **off and** eight percent (8%) of his gross earnings of the previous calendar year **as** vacation pay.

## **ARTICLE XV - REST PERIODS AND MEAL ALLOWANCE**

**15.1** 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** on the half shift **as can** be arranged, subject to production requirements.

**15.2** **An** employee working three (3) hours or more overtime continuous with his regular shift will be allowed **a meal** break of twenty (20) minutes with pay. The timing of the **meal** break shall be determined by the Foreman.

**15.3** An employee on rotating shift work shall have a period of twenty (20) minutes for lunch break paid for by the Company at regular rates. Other employees shall be entitled to one (1) hour lunch period without **pay**.

## **ARTICLE XVI - LEAVE OF ABSENCE**

**16.1** **Bereavement Leave** - Full time employees are eligible for bereavement leave in accordance with the Canada Labour Code. As of the date of signing this agreement, this includes the following: parent, brother, sister, child or legal dependent, father-in-law, mother-in-law and **any** relative of **the** employee who resides permanently with the employee.

Any person who is called upon to be **a** pallbearer shall be given the day off with or without pay, in the discretion of **the** Company. Proof **will** be provided if requested.

**16.2** **Jury Duty** - When an employee is called by the Crown for jury duty or subpoenaed **as** a witness and must, **as** a result lose time from work, the Company agrees to pay such employee the difference between the fee received **and** the employee's straight time basic rate for the scheduled hours he otherwise would have worked.

**16.3** **Injury on the Job** - When **an** employee, while carrying out his assigned duties, is disabled **as** a result of **an** industrial accident, he shall be paid for **the** remainder of his scheduled shift (**less any** amount that the employee may receive from Worker's Compensation for the day of the injury), provided that the accident is classified **as** compensable by the Workers Compensation Board.

**16.4** **Leave for Personal Reasons** - Request for personal leave for **good** and sufficient **reasons** may be made to the Company by full time permanent employees written application stating **reasons**. Leave of absence without pay may be granted to an employee by the Company for good and sufficient reason upon written

application by the employee. Requested leave of absence for the purpose of allowing an employee to take another position temporarily, to try out new work or to venture into business for himself may be **refused** by the Company.

Leave of absence without pay for employees in Her Majesty's Forces shall be respected, in accordance with Government regulations.

**16.5** Leave for Union Business - Employees chosen to attend to union business outside the Plant which would involve an absence of not more than two (2) **weeks** shall be granted leave of absence without pay. Such leave shall be limited to two (2) employees at any one time and may be refused if it interferes with operations in the opinion of **the** Company. Permission shall not be unreasonably withheld.

**16.6** Employees will be allowed maternity/paternity leave in accordance with the Canada Labour Code Part III.

## **ARTICLE XVII - WAGES**

**17.1** Wage rates shall be in accordance with the Schedule of Wage Rates attached hereto as Appendix "A".

**17.2** Rate of New or Changed Jobs - The Company has the right to reclassify. However, if during the life of this agreement, the Company substantially changes the nature of any job or institutes an entirely new job the Company agrees to notify the **Union** in writing of the new classification and consult with the Union about the appropriate rate for it.

## **ARTICLE XVIII - GENERAL**

**18.1** Bulletin Boards - The Company will provide bulletin boards in mutually satisfactory locations in the plant for the convenience of the Union in posting notices of Union activities. All such notices will be submitted to the Plant Manager or his authorized representative for approval before being posted.

**18.2** Safety & Health - The Company shall make reasonable provision for safety and health of employees during the hours of their employment. Protective devices on machinery and other equipment deemed necessary to properly protect employees from injury shall be provided by the Company. First Aid facilities shall be available for employees at all times during working hours.

**18.3** Safety Shoes - Upon proof of purchase the Company will reimburse employees with seniority in **the** amount of fifty dollars (**\$50.00**) during **Year** 1 of the agreement toward the cost of safety shoes. In **Years** 2 and 3 of the agreement, the Company will reimburse the employees in the amount of fifty-five (**\$55.00**) dollars and sixty (**\$60.00**) respectively toward the cost of safety shoes. The Company agrees to continue **to** provide earplugs **to** the employees free of charge.

**18.4** Safety Committee - **A** Health and Safety Committee shall be established in accordance with the ~~Canada~~ Labour Code.

**18.5** The Health and Safety Committee shall meet at least once per month and shall be attended by at least one (1) representative **from** the Company and one (1) representative from the Union. Minutes shall be taken of all meetings and copies given to each representative on the committee.

18.6 Time spent by members of the Committee in the course of their duties or to attend educational courses and seminars for instruction on health and safety matters, as approved by the Company, shall be considered as time worked.

18.7 The Company shall provide the members of the health and safety committee with a summary of each accident, injury or health hazard which occurred at the workplace during the previous month. This summary will be provided at the monthly Safety and Health Committee meetings.

18.8 The Company agrees that the Union shall have the right to elect or appoint the Union committee members to the Health and Safety Committee. The Union agrees that no employees in the position of miller shall be appointed. The Union shall notify the Company in writing of the names of each representative.

18.9 Periodically, a plant inspection will be carried out by the Health and Safety Committee.

## ARTICLE XIX - MISCELLANEOUS

19.1 If any article or section of this agreement, or any portion of any amendment to this agreement could be held invalid by operation of law or by any Arbitration Board, Labour Board or Court of competent jurisdiction, or if compliance with or enforcement of any article or section or portion of such amendment should be restrained by any such tribunal pending a final determination as to its validity, the remainder of this agreement and amendments thereto or the application of such article or section or portion of amendment to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

### 19.2 Non Discrimination

It is agreed that there shall be no discrimination against employees by reason of age, creed, race, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, family status, parental status, place of residence, disability, nor by reason of his membership or non-membership or activity in the Union. The Company shall be entitled to rely on defences equivalent to those available to employers under the Canada Labour Code, if discrimination is alleged.

### 19.3 Severance Pay

Severance pay shall be paid in accordance with the Canada Labour Code.

## ARTICLE XX - DURATION OF AGREEMENT

20.1 This agreement shall be effective from date of signing and expire Jan 12, 1998 and shall continue in effect thereafter from year to year unless either party notifies the other party in writing within not more than sixty (60) days and not less than thirty (30) days prior to the expiration date that it desires to amend or terminate this agreement.



20.2 ) If, pursuant to such negotiations, agreement on terms of renewal or amendment of this Agreement is not reached prior to the expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the conciliation proceedings prescribed under the Canada Labour Code and subsequent mediation proceedings agreed to by the parties, whichever should first occur.

SIGNED AT *wpy*, this *12* day of *Jan*, 19 *.95*

FOR

FOR

THE UNION

THE COMPANY

*[Signature]*  
\_\_\_\_\_

*[Signature]*  
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## APPENDIX "A"

### WAGES

#### SWEEPER

Start	\$	5.00
3M		5.50
9M		5.75
12M		6.00

#### PACKER

Start	\$	5.50
3M		5.75
9M		6.00
12M		6.50

#### WAREHOUSE

Start	\$	5.50
3M		5.75
9M		6.00
12M		6.50

#### ELEVATOR AGENT

Start	\$	5.50
3M		6.00
9M		6.50
12M		7.00

#### LAB TECHNICIAN I

start	\$	5.50
3M		5.75
9M		6.00
12M		6.50

#### LAB TECHNICIAN II

Start	\$	7.00
3M		7.15
9M		7.65
12M		8.00

**SHOP MANAGER**

\* Salary - \$1106.75 bi-weekly

**LAB MANAGER**

\* Salary - \$800.00 bi-weekly

**LAB ASSISTANT**

Wage - \$440.00 bi-weekly

**MAINTENANCE**

<b>Start</b>	<b>\$ 5.50</b>
3M	6.00
<b>9M</b>	<b>6.50</b>
12M	7.25

**MILLER**

<b>Start</b>	<b>\$ 6.00</b>
<b>3M</b>	<b>6.50</b>
9M	7.00
12M	7.75

**TRUCKER**

Start	<b>\$ 0.22/mile</b>	<b>\$7.00/drop</b> or pick up
3M	<b>\$ 0.23/mile</b>	<b>\$7.00/drop</b> or pick up
9M	<b>\$ 0.24/mile</b>	<b>\$7.00/drop</b> or pick up
12M	<b>\$ 0.25/mile</b>	<b>\$7.00/drop</b> or pick up

**SEASONAL:** No less than **allowed** by Federal Law.

**INCREASES:** The Company agrees to increase each of the increments in each hourly classification listed above by twenty-five cents (\$0.25) per hour at the start of the **second (2<sup>nd</sup>)** year of the agreement. The Company further agrees to increase each hourly classification increment by another thirty-five cents (**\$0.35**) at the start of the **third (3<sup>rd</sup>)** year of this agreement. The Shop Manager and Lab Manager salaries and Lab Assistant bi-weekly wage shall be increased as follows:

<b>SHOP MANAGER</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	
	*1126.75	*1154.40	bi-weekly

<b>LAB MANAGER</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	
	*820.00	*848.00	bi-weekly

*Handwritten signature*

LAB ASSISTANT	YEAR 2	YEAR 3	
	*460.00	*488.00	bi-weekly

The wage rates stated are minimum only and may be increased by the Company provided that notice in writing of such increased rate, for any employee, with **reasons**, is first given to the union.

The Company agrees that no employee, at the date of signing this agreement, shall suffer a wage decrease **as a** result of this agreement.

\* Note:

Notwithstanding any other provision of this agreement, **salary** includes regular earnings and overtime in accordance with past practice respecting salaried personnel. The amount of hours over eight (8) in a day or forty (40) in a ~~week~~ **at** time **and** one-half (1½) the statutory minimum wage together with regular pay for **any** pay period will never be permitted **to** exceed the amount of the salary. If it does exceed such salary then such excess hours shall be paid at overtime pay at one **and** one-half (1½) times the actual hourly rate to **the** salaried employee.