

AGREEMENT

**BETWEEN: COLONIAL COOKIES, A DIVISION OF
PARMALAT DAIRY AND BAKERY INC.**

AND

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, CANADIAN COUNCIL,
AFFILIATED WITH THE A.F.L., C.I.O., AND THE
CANADIAN LABOUR CONGRESS, ON BEHALF OF ITS
LOCAL 175**

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EFFECTIVE DATE: MARCH 1, 2003
EXPIRY DATE: FEBRUARY 25, 2006

COLLECTIVE AGREEMENT

**BETWEEN COLONIAL COOKIES,
A Division of Parmalat Dairy & Bakery Inc.
(Hereinafter referred to as the “Employer”)**

**AND UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL
UNION, AFL-CIO-CLC, Local 175
(Hereinafter referred to as the “Union”)**

ARTICLE 1- PURPOSE

- 1.01 The purpose of this Agreement is to establish harmonious and mutually satisfactory relations between the Employer and its employees; to provide an orderly procedure for the prompt and equitable disposition of complaints and grievances which may arise from time to time; and to ensure to the utmost possible extent the safety and welfare of the employees, the economy of operations, the quality of work **and** the protection **of** property.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent for all employees of Colonial Cookies employed at Kitchener, Ontario, save and except foreladies/foremen and other persons at or above the rank of forelady/foreman, plant nurse, transport driver, office and sales **staff**, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during school vacation period.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 It is agreed that there shall be no discrimination, coercion or intimidation by the Employer, the Union or its officers or members against any employee because of his activity or lack **of** activity in the Union, or due to any race, sex, colour, or religion. It is further agreed that there shall be no solicitation for members, collection of dues or other Union activity during working hours except as permitted by this Agreement. It is understood that no meeting of the Union or its members shall be held on the premises of the Employer, nor shall any of its activities be so held at any time without the prior written approval of the Employer.

ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer 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; discipline or discharge employees for cause, provided that a claim by an employee who has acquired seniority that he has been unjustly disciplined or discharged may be the subject matter of a grievance and dealt with as hereinafter provided. The Employer shall notify the Union in advance before implementing any new rules or regulations.
- b) select, hire, transfer, assign to shifts, promote, demote, classify, relieve employees from duty because of lack of work or other legitimate reasons, lay off, recall or retire employees and select employees for positions excluded from the bargaining unit.
- c) operate and manage the business in all respects in accordance with the Employer's commitments, obligations and responsibilities including the right to determine the number and location of the Employer's establishments and their expansion or curtailment, direction of the work force, schedules of operations, products and services to be rendered, process and means of production, methods, tools, work procedures, quality and quantity standards, kinds and locations of equipment and machinery to used at any time, selection and use of materials required by the Employer; determine job content, establishment of work or job assignments, change, combine or abolish job classifications, qualifications of an employee to perform any particular job; study or introduce new or improved production methods or facilities; decide the number and type of employees needed by the Employer at any time, number of hours to be worked, number of shifts, starting and quitting times, when overtime shall be worked and require employees to work overtime; determine financial policies, including general accounting procedures and customer relations.
- d) Without limiting the general right of the Employer to discharge employees, it is expressly understood and agreed that any of the following causes shall be conclusively deemed to be sufficient cause for proper discharge of an employee; drunkenness, absence without leave, disclosure of confidential information pertaining to the Employer's business, consuming intoxicating liquors or illicit drugs while on duty or theft.
- e) Except to the extent expressly abridged or modified by a specific provision of this Agreement, the Employer reserves and retains all rights, powers and authority to manage its business in all respects.

4.02 An employee who has not completed his probationary period may be discharged without cause and at the sole discretion of the Employer.

4.03 The Employer agrees that it will not exercise its functions in Article 4- Reservation of Management Rights, in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 5 – RELATIONSHIP

- 5.01 The Union recognizes the responsibilities imposed upon it as the bargaining agent of the unit and realizes that in order to provide maximum opportunities for continuing employment, good working conditions, and good wages, the Employer must be in a strong market position which means it must produce at the lowest possible cost consistent with fair labour standards. The Union, through the Committee herein provided for by reason of its bargaining position, assumes a joint responsibility in the attainment of these goals. The Union therefore agrees that it will cooperate with the Employer and support its efforts to assure a full day's work on the part of its members; that it will actively combat absenteeism and any other practices which restrict production. It further agrees that it will support the Employer in its efforts to eliminate waste production; conserve materials and supplies; improve the quality of workmanship; prevent accidents and strengthen good will between the Employer, and the employees, the customer and the public.

ARTICLE 6 - GENDER

- 6.01 In this Agreement, wherever the masculine gender is used it shall be construed to be the masculine or feminine as the context requires.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer shall during the life of this Agreement deduct from each pay (including vacation pay) due to each bargaining unit employee who has signed a payroll deduction form, the prevailing regular weekly Union dues and remit the same to the United Food and Commercial Workers International Union, **Local 175** prior to the fifteenth (15th) day of the month following the month in which such deductions are made and shall at the same time submit a list of names of the employees from whose pay such deductions have been made.
- 7.02 The Union shall advise the Employer in writing of the amount of the regular Union dues authorized in accordance with the Constitution and By-Laws of the Union.
- 7.03 The Union shall indemnify and save the Employer harmless with respect to all dues and initiation fees so deducted and remitted under this Article.
- 7.04 The Employer agrees that upon receipt of written authorization in the form of a signed membership card it will deduct from the wages of seniority employees joining the Union after ratification of this Agreement the initiation fee due from him to the local Union on the first pay day of the following calendar month, and shall remit the same to the Financial Secretary of the Local Union on or before the fifteenth (15th) day of the calendar month.
- 7.05 The Employer agrees that it shall be a condition of employment that any employee who at the date of signing of this Agreement was a member in good standing shall maintain such membership.

Employees hired on or subsequent to the date of the signing of this Agreement shall, as a condition of employment, become members of the Union within sixty-five (65) worked days following the date of their employment, and shall thereafter maintain membership in the Union in good standing. The Employer shall procure from such new employees the necessary membership application, and membership in the Union shall be granted within the above mentioned sixty-five

(65) day period. For the purpose of this Agreement, employees who are or who become members shall be deemed to maintain their membership in the Union in good standing provided they pay in accordance with the provisions of this Agreement the regularly prescribed initiation fee and regular weekly dues uniformly required of all members of the Local Union.

ARTICLE 8 - STRIKES AND LOCKOUTS

- 8.01 a) In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that during the life of this Agreement there will be no strike, slowdown or stoppage of work.
- b) The Employer agrees that there will be no lockout of employees during the life of this Agreement.
- 8.02 The words “strike” and “lockout” shall be defined as in the Labour Relations Act, R.S.O. 1980, C 228 as amended.
- 8.03 The Union further agrees that it will not involve any employee of the Employer or the Employer itself in any dispute which may arise between any other employer and the employees of such other employer.

ARTICLE 9 - REPRESENTATIVES

- 9.01 The Employer acknowledges the right of the Union to elect up to nine(9) stewards (which includes the chief steward and assistant chief steward) each of whom shall have been on the Employer’s payroll as a regular full time employee continuously for a period of six (6) months immediately prior to selection. There will be a maximum of four (4) stewards on day shift, three (3) stewards on afternoon shift, and two (2) stewards on night shift.
- 9.02 It shall be the steward’s duty to assist eligible employees if requested, in presenting grievances under Article 10 – Grievance Procedure.

In the event an employee is to be suspended, discharged or is to receive a verbal or written reprimand which will be recorded in his personnel file, at the employee’s request he may have a steward present to witness the discipline. Such witness requested by the employee must be selected from stewards at **work** at the time discipline is imposed. In the event no steward is at work at the relevant time, then the employee may select another employee who is at work at the time, as his witness. The witness will sign documentation for the Employer attesting to his presence at the meeting. The employee and witness, if any, will be given a copy of the discipline report which is to be recorded in his file.

When an employee has been discharged without notice, he shall be given the opportunity to interview a steward, or in the absence of a steward another employee of his choice who is at work at the time, before leaving the plant premises. Such interview will be at a place designated by management for a reasonable period of time.

- 9.03 The Union shall notify the Employer in writing of the name of the stewards. The Employer shall not be required to recognize any steward until such notification from the Union has been received.
- 9.04 The Union acknowledges that a steward has regular duties to perform on behalf of the Employer, therefore whenever possible the steward shall conduct his activities outside regular working hours. In a situation which requires a steward's attention during working hours he shall not leave his regular duties without first obtaining the permission of the immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. The steward shall return to his regular duties as expeditiously as possible. The Employer reserves the right to limit such time, if the time requested is unreasonable.
- 9.05 The Employer shall recognize up to four (4) Union members to meet with the Employer to negotiate the renewal of this Agreement. Employees on the negotiating committee shall suffer no loss in pay for time spent during their regular scheduled hours of work in attendance at negotiation meetings with management. Such payment shall be for a maximum of five (5) days or up to the conciliation stage, whichever is sooner.
- 9.06 A union steward may discuss with the foreperson or supervisor direct matters which may affect the welfare of the department as a whole even though at the time this matter may not constitute a grievance.
- 9.07 The Employer acknowledges that the Union may appoint or select a grievance committee consisting of up to three (3) regular full time employees each of whom shall have twelve (12) months continuous service prior to their selection. A list of grievance committee members shall be supplied to the Employer. The Employer shall be advised immediately in writing of any change in this list.

Grievance committee members shall suffer no loss in pay for time spent during their regular schedule working hours attending grievance meetings with management officials under Article 10 - Grievance Procedure, Clause 10.03, Step 2.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible without stoppage of work, and it is understood that an employee may present an oral complaint at any time, without recourse to the grievance procedure herein.
- 10.02 A grievance shall be defined as a complaint regarding the meaning, interpretation, application or alleged violation of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that he has been discharged or disciplined without cause.
- 10.03 It is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint.

STEP 1 If an employee has a complaint, he shall discuss it with his immediate supervisor. In order to be considered a grievance, such discussion must take place within two (2) working days after the circumstances giving rise to the complaint first occurred or originated or the

employee reasonably ought to have known of the circumstances. The immediate supervisor shall communicate his reply to the complaint with two (2) working days.

If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a written grievance in the following manner and sequence.

STEP 2 The employee shall with the assistance of a steward submit a signed, dated written statement of such grievance (on a form supplied by the Union) to the Superintendent or his designate within two (2) working days after he has received the reply of the immediate supervisor. The nature of the grievance, the Article of the Agreement that has been violated, misapplied or misinterpreted, and the relief or remedy sought shall be clearly set out in the grievance. The wording of the grievance presented at this step may be changed or amended for the purpose of clarification at any time up to and including Step 2 but not thereafter. The Superintendent or his designate, as the case may be, will hold a meeting within three (3) working days, or such other time as may be agreed by the parties, with the grievor and the steward, to discuss the grievance and shall deliver his decision in writing within two (2) working days following the meeting. Failing settlement, then:

STEP 3 Within three (3) working days following the decision under Step No. 2 the written grievance will be forwarded to the Human Resources Manager or his designate who will hold a meeting within five (5) working days, or such other time as may be agreed by the parties, with the grievor and the grievance committee, to discuss the grievance. It is understood that a staff representative of the Union may also be present at the meeting, at the request of either party. The Human Resources Manager or his designate will give his decision in writing within three (3) working days from the date of the meeting.

10.04 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the investigation and determination of the validity of such claim shall continue to perform the duties assigned to him by management (unless he has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee. Disciplinary suspensions will be administered within six (6) weeks.

10.05 a) The Union may file a "Policy Grievance" at Step 3 of the grievance procedure. "Policy Grievance" may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step 1. Such policy grievance shall be filed in writing within seven (7) working days of the initial incident giving rise to the complaint. The grievance must be signed by the Union Business Representative or the Plant Chair.

b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 3 of the grievance procedure. The grievance shall be filed in writing with the Union by senior management within seven (7) working days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within seven (7) working days of filing of the grievance. The grievance shall be answered in writing by the Union within ten (10) working days of such meeting.

- 10.06 An employee, with seniority, claiming that he has been discharged from employment or suspended without cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 3 of the Grievance Procedure providing such grievance is lodged with the Human Resources Manager within three (3) working days of the discharge or suspension.
- 10.07 Saturday, Sunday and Paid Holidays shall not be considered in the calculation of time limits as outlined in this Article.
- 10.08 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance procedure within the time specified shall be deemed to have been dropped and if commenced considered to have been settled on the basis of the Employer's reply to the grievance. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to submit the grievance to the next stage including arbitration.
- 10.09 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.
- 10.10 Decisions arrived at between the Employer, the employee and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 10.11 If final settlement of the grievance is not reached at Step 3 then the grievance may be referred in writing by either party to arbitration as provided in Article 11 – Arbitration, at any time within fifteen (15) working days after the final decision is given in Step 3. If no such written request for arbitration is received within the time limits then the grievance shall be deemed to have been abandoned.
- 10.12 Notices required to be in writing shall be deemed to be properly given if given orally or by telephone and confirmed by letter postmarked no later than the final day for giving notice.
- 10.13 The Employer will notify the Chief Steward or his designated representative within one (1) working day if a seniority employee is discharged or suspended.
- The Employer will inform the Chief Steward or his designated representative weekly in writing of any discipline issued.
- 10.14 When a grievance which affects the rate of pay of an employee is settled, and as a result of such settlement the employee receives an increase in his rate, the increase shall be paid retroactively to the date on which the complaint was first submitted to the Company in writing or, if an error, the date on which the error occurred. This retroactivity, however, shall be limited to ninety (90) calendar days.

ARTICLE 11 - ARBITRATION

- 11.01 Both parties to this Agreement agree that a properly constituted grievance as defined in Article 10 – Grievance Procedure, paragraph 10.02, which has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 10 and which has not been settled or abandoned, may be referred to a Board of Arbitration, at the written request of either of the parties hereto.
- 11.02 The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and the third (3rd) person to act a Chairman chosen by the other two members of the Board.
- 11.03 Either party may notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to a Board of Arbitration. The recipient of the notice shall within ten (10) days inform the other party of the name of its appointee to the Board of Arbitration. The two appointees shall, within ten (10) days of the appointment of the second appointee, appoint a third person who shall be Chairman.
- 11.04 Should the appointees fail to agree on a Chairman, the Ministry of Labour of the Province of Ontario shall be asked to nominate a person to act as Chairman in accordance with the provision of the Ontario Labour Relations Act.
- 11.05 By mutual agreement the parties may elect to have a single arbitrator hear the matter in dispute instead of a three man board. In such case, the party wishing to submit the issue to arbitration, should indicate in its notice of intent to arbitrate, that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within ten (10) days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. If so, the parties shall endeavour to select the single arbitrator. Failing agreement clause 11.04 shall be followed. The single arbitrator shall be bound by all clauses of Article 11 in the same manner as a Board of Arbitration, with the necessary changes being made.
- 11.06 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 11.07 The decision of the Board of Arbitration including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected **by** it. In the absence of a unanimous decision the majority shall be accepted as the decision of the Board and in the absence of a majority decision the decision of the Chairman shall be accepted as the decision of the Board.
- 11.08 The Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provision of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provision of this Agreement.
- 11.09 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fees and expenses of the Chairman of the Board of Arbitration.
- 11.10 Time limits fixed in this Article may be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 12 - LABOUR-MANAGEMENT MEETINGS

12.01 During the term of this Agreement, meetings between a union committee of three (3) employees plus the Business Representative and management may be held once per quarter. The Union and the Employer will submit an agenda of items to be discussed at least one (1) week in advance of the meeting. Meetings may be held at other times by mutual agreement.

ARTICLE 13 - SENIORITY

13.01 Seniority is based upon the length of continuous full time employment with the Employer since the last date of hire but adjusted to recognize any periods of absence in which seniority was maintained but did not accumulate.

13.02 The Employer agrees to furnish to the Union office and to the chief steward a copy of the current seniority list in January and July of each year. Employees acquiring seniority on the same date shall be added to the seniority list in alphabetical order. Three (3) weeks after the seniority list has been delivered to the Chief Steward, or her designate, except for obvious typographical errors, it shall be conclusively deemed to be correct for all service prior to the date of such list.

13.03 **An** employee shall be considered a probationary employee until he has worked a total of sixty-five (65) days within any continuous twelve (12) month period and during this period he shall have no seniority rights. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

On successful completion of the probationary period, **an** employee shall be placed on regular **staff**, his name shall be placed on the seniority list and his seniority shall date back sixty-five (65) Employer working days prior to the completion of his probationary period after his last date of hire. Employees acquiring seniority on the same date shall be added to the seniority list in alphabetical order.

13.04 **An** employee's seniority shall be forfeited and his employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

a) He voluntarily resigns or quits. An employee shall be deemed to have resigned when:

- i) he gives written notice of his desire to leave the Employer's employment;
- ii) he is absent for more than two (2) days without having applied for and obtained a leave of absence for a definite period from the Management, or in case of provable sickness unless the Management is properly notified of such condition by the employee or his agent within the third day of such absence;
- iii) he fails to report for work at the expiration of a leave of absence without reasonable justification, satisfactory to the Employer, or in case of provable sickness unless the Management is properly notified of such condition by the employee or his agent within the third (3rd) day of such absence.

- b) He retires or is retired.
- c) He is discharged and not reinstated through the Grievance or Arbitration Procedure.
- d) He is laid off for a period in excess of fifteen (15) months.
- e) He fails to respond to recall from layoff within five (5) working days after the Employer has delivered or sent by registered mail a notice of recall to the last address on 'the Employer's records. The Chief Steward will be given a copy of such letter.
- f) He is absent from work for more than twenty-four (24) months due to accident or illness; or becomes totally and permanently disabled.

13.05 In selecting a candidate to fill a permanent vacancy which the Employer wishes to fill within the bargaining unit, the Employer shall consider:

- i) skill, ability, qualifications
- ii) seniority.

Where the factors in (i) are relatively equal then faction (ii) shall govern.

For the classifications of General Labour, Palletizing, Service, Sanitation and Janitor, in selecting a candidate to fill a permanent vacancy for these five (5) classifications, the Employer shall consider seniority only.

13.06 a) **Full Time Job Postings**

The Employer will post vacancies in the bargaining unit for three (3) days. The job posting will include the classification, shift, range of pay and major responsibilities. Employees may apply for such posted vacancies provided that an employee who successfully obtains a posted position shall not be eligible to apply for another posting for twelve (12) months from the date he starts his new job. In order to be considered for the posting the employee must be available to commence work in the new job within four (4) weeks of the job being posted. The Employer will fill the position in accordance with Clause 13.05 and will post the name of the successful applicant within five (5) working days.

The first vacancy created by filling the original opening under the job posting procedure shall also be posted within two (2) weeks. Any subsequent vacancies caused by the filling of the first two (2) positions shall not be subject to the job postings procedure and may be filled at the Employer's discretion.

Within ten (10) days of the successful applicant being placed in the new job, the employee will have the right to be returned to his former position. If an employee declines a job posting twice within a twelve (12) month period, the employee is not eligible to apply for another job posting for a twelve (12) month period following the date of the second (2nd) decline.

In the event a grievance involving job posting succeeds, all employees who were involved as a result of the original posting and back up moves will revert to their jobs held immediately prior to the job posting in question.

13.06 (b) **Spare Job Postings**

Spare job postings will be awarded in accordance with article 13.05.

Those who are awarded and accept a spare position cannot sign another spare posting for twelve (12) months.

The Employer will endeavour to train within three (3) months (note: some positions may require less) and while on training employees will not be used in the overtime rotation in that classification.

At the end of training, the Employer will assess the capability of the applicant in the position.

During the week spares shall be utilized on their shift before posting for overtime.

13.06 c) **If an employee requests to sign off a job or classification the request will be in writing and will be honoured within 30 working days whenever possible and then the employee will be put in the Packaging Department assigned to the Packer classification.**

13.07 In determining which employees are to be laid off and recalled from lay-off the Employer shall use the following order:

- (a) all students **and** probationary employees shall be terminated;
- (b) seniority employees, provided in all cases that the employees remaining on the jobs have the skill and the ability to perform the required work in an acceptable manner. The Chief Steward will be given a copy of lay-off notices prior to the lay-off coming into effect.

13.08 The Employer will give three (3) days' notice or three (3) days' pay in lieu thereof for a lay-off ~~from~~ one (1) day up to four (4) days. The Employer will give one (1) work week of notice or one (1) week's pay in lieu thereof for a lay-off of four (4) or more consecutive work days. An employee whose day of layoff is a Friday will be afforded the opportunity for overtime on the following day if available. No notice or pay in lieu of notice shall be required for lay-offs caused by circumstances beyond the control of the Employer.

13.09 Notwithstanding clause 13.07 where it is necessary to reduce staff requirements on a temporary basis for one (1) day or less in a week due to lack of work or for reasons beyond the control of the Employer such temporary lay-offs shall be made at the sole discretion of the Employer. During such temporary lay-off, employees will continue to accrue seniority.

During a temporary layoff of one (1) day or less where production work requirements necessitate the scheduling of one (1) or more shifts on a fifth (5th) day "down day" employees volunteering to work on such day shall be scheduled by plant-wide seniority.

Employees scheduled to work production according to this provision on such fifth (5th) day ‘down day’ will be paid at straight time regardless of which shift they work on that fifth (5th) day.

13.10 The Employer will continue with the practice in place at the time of signing this Agreement with regard to packer line seniority as set out in the attached guidelines. This may be changed from time to time by agreement by the parties,

A GUIDELINE FOR THE APPLICATION OF LINE SENIORITY

EFFECTIVE June 1, 2003

Reference Article 13.10

1. Applicable only to Oven Packers.
2. Line seniority is based on the date an employee became part of the regular crew on a particular line. Employees will be selected from the “Notice of Line Seniority Signing” by plant seniority.
3. Line seniority can only be exercised within the employee’s regular line and is not transferable.
4. The determining factor when less than the full complement of a crew is required on their own line is based on line seniority.
5. When upcrewing during a shift where more than 30 minutes work is involved, the employees will be called by line seniority.
6. A packer who leaves for an appointment and returns following it, or is late, will get her position back on her line if it is still required.
7. Packer movement from the packing Room/Repack Area will be by:
 - a) Line Seniority
 - b) Plant SeniorityPacker movement in the Packing Room will be by low plant seniority, from belt to belt, starting with the part line.
8. Errors in assignments are to be corrected as soon as possible, but no later than the next meal/break period.
9. When required, high line seniority will be kept on the line to clean up or assist in changeovers.
10. A signed packer who has a spare position receives her position back on her signed line, if still required.

11. A “Floater” who has a spare position returns to the packing room.
(A signed packer whose line is not scheduled for the shift, becomes a floater.)

13.11 If employees are promoted to positions outside the bargaining unit and are subsequently transferred back to the bargaining unit, **within a twelve (12) month period**, they shall be credited with seniority equal to their length of continuous full time employment with the Employer.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 **Personal Leave**

- a) Leave of absence without pay for legitimate personal reasons may be granted to seniority employees at the discretion of management provided that the absence of the employee will not unreasonably affect the efficient operation of the Employer. The granting of leave of absence will depend on the individual case, the urgency of the reason for the request, and the conditions existing in the Company at the time. The request shall be made in writing and the Employer’s answer will be in writing.
- b) An employee may request a leave of absence to be taken in conjunction with his regular scheduled vacation or for vacation purposes.
- c) The employee must maintain the cost of benefits if the leave exceeds four (4) weeks’ duration.

14.02 **Jury Duty Leave**

When an employee who has completed the probation period is required to serve on a jury, or is called upon as a Crown Witness, the Employer agrees to pay to the employee the difference between the fees received from the Crown and the employee’s normal earnings calculated at straight time hours at his regular hourly rate of pay.

The Employer may require the employee to furnish a certificate of service from an officer of the Court before making any payment under this section. The employee will come to work during those regular hours that he is not required to attend Court.

14.03 **Leave for Union Business**

Leave of absence **with** pay will be granted to attend to Union business **and the Company will bill the Union for the wages paid to the employee on leave** provided:

- i)
 - a) a maximum of two (2) employees may be on such leave at the same time,

At the sole discretion of the Employer, it may increase the maximum number of employees on such leave to four (4) employees for the Union’s Ontario Provincial Council Conference.

- b) the request for such leave shall be submitted in writing to the Employer at least two (2) weeks in advance of the requested time off;
 - c) the total leave granted in each contract year shall not exceed thirty-five **(35)** days.
- ii) In the case of UFCW Local 175 employing a member on a full time basis, the Union shall so indicate its intention to the Company in writing. The Company agrees to grant a leave of absence (applied for in writing) for the employee of up to twelve **(12)** months for the purpose of training and trial period. At the expiration of the leave of absence the employee will indicate in writing to the Company, thirty (30) days in advance, whether he/she will be terminating employment with the Company to continue employment with the Union full time or returning to employment with the Company effective the first (1st) working day following the expiration of the leave of absence. Upon return to work with the Company the employee will return to the job he/she left at the start of the leave of absence with full seniority inclusive of the time spent on leave.

14.04 Pregnancy Leave

- a) Requests for leave of absence because of pregnancy will be granted if accompanied by a written note from the attending physician indicating the expected date of birth and his recommendation that the employee is physically able to continue working. Application for pregnancy leave of absence must be in the hands of the Employer at least six **(6)** weeks before the expected delivery date. Such pregnancy leave shall be without pay. The Employer will maintain benefits for up to a maximum of seventeen (17) weeks.
- b) The employee will be allowed to work up to the commencement of her leave or until such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy, whichever is the earlier. Within three (3) months following delivery and being physically and mentally fit the employee will be reinstated and given credit for seniority.

In the event the employee is not physically and/or mentally fit to return to work within the time limits set out above, she may apply for an extension of up to a further three **(3)** month period. The request for an extension must be submitted to the Employer at least one (1) week prior to the expiry of her regular leave and shall include a certificate from a legally qualified medical practitioner setting out the reasons for the physical or mental incapacity. Such extended pregnancy leave shall be without pay or benefits. The employee will be given credit for seniority. The employee shall provide the Employer with satisfactory medical proof that she is physically and mentally fit to perform all of the required duties of her job prior to the expiration of this period of extended leave of absence.

Such reinstatement shall take place within two (2) weeks following notice of her desire to return to work subject to seniority, provided the employee can perform the required work satisfactorily. Upon return to work the employee will be placed on a job previously held, or one with an equal rate of pay. If the employee would not otherwise have retained her previous job and is not placed on a job carrying an equal rate of pay she shall, subject to seniority, be placed on a job she can satisfactorily perform.

14.05 Compassionate Leave

- a) In the event of a death in a full time employee's immediate family, the employee, provided he has completed his probationary period, shall be granted a leave of absence of up to a maximum of three (3) working days without loss of pay at the employee's regular rate upon proper notification of the Plant Manager or his designate. The employee shall only receive pay for his regularly scheduled work days and thus shall not receive paid compassionate leave while on any other leave of absence covered under this Article 14 – Leaves of Absence, his scheduled day off or vacation, a paid holiday, sickness or accident leave or worker's compensation leave.
- b) **An** employee's immediate family shall mean husband, wife, common-law spouse (a person with whom the employee has cohabited in a husband/wife relationship for twelve (12) consecutive months or more), parent, child, sister or brother, mother-in-law or father-in-law, sister-in-law or brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, **grandparents-in-law, step parents and step children.**
- c) In the event of the death of a full time employee's aunt, uncle, niece, nephew, or great grandparents, the employee, provided he has completed his probationary period, shall be granted a leave of absence of up to one (1) working day without loss of pay at the employee's regular rate upon proper notification of the Plant Manager or his designate. Such leave shall only be for the purpose of attending the funeral. The employee shall only receive pay for his regularly scheduled work day and thus shall not receive paid compassionate leave while on any other leave of absence covered under this Article 14 – Leave of Absence, his scheduled day off or vacation, a paid holiday, sickness or accident leave or Workers' Compensation leave.
- d) Additional Leave without pay may be granted at the discretion of the Employer.
- e) There shall be no loss of seniority during compassionate leave.

14.06 **Leave of Absence Procedure**

- a) All LOAs, with the exception of those that are within seventy-two (72) hours of the request, should be forwarded to Human Resources. (*LOAs that are within seventy-two (72) hours of the requested leave should be given directly to the Supervisor). Processing of LOAs will be handled daily, on a seniority basis, each twenty-four (24) hour period. If the leave is not approved, the reason for the denial of the leave will be indicated. Therefore the leave of absence form has been revised to indicate the reasons for denial, either, staffing (crew levels at maximum), or attendance (not acceptable).
- b) For the purpose of LOAs only, the following absences will be excluded for monitoring attendance standards:
 - % Weekly Indemnity
 - % Leave of Absence
 - + Bereavement
 - + Voluntary Leave
 - * W.S.I.B.

- c) Leaves of absences are not granted for personal illness or personal medical appointments. Leaves of absences are approved for legitimate personal reasons such as extended bereavement time and personal marriage. Effective August 1st, 1996 LOAs will go against an employee's Perfect Attendance Record.
- d) An employee will receive an answer within seventy-two (72) hours of applying for a leave.
- e) Requests for LOAs for partial shifts will be accepted. However, these requests will only be considered for a four (4) hour duration.
- f) For the purpose of Perfect Attendance Records, Union and Management have agreed that the following will be excluded when calculating perfect attendance:
 - *Bereavement
 - *Voluntary Leave
 - *Company Closures
 - *Layoffs
 - *W.S.I.B. – on shift accident (In the event of an accident where an employee cannot complete his/her shift, the balance of the shift will be excluded. The next work day missed, however will affect perfect attendance.)

ARTICLE 15 - VACATION WITH PAY

- 15.01 Each employee shall be entitled to **an** annual vacation with pay in accordance with the employee's length of continuous service **as** a full time employee as at June 30th, in such year.
- 15.02 All full time employees who have been continuously employed by the Employer for a period of one (1) year or more prior to June 30th in any year shall receive two (2) weeks' vacation with pay at **a** time or times convenient to the Employer.
- 15.03 The Employer will give employees three (3) months advance notice of any plant shutdown for vacation purposes.
- 15.04 Vacation pay for each week of vacation entitlement will be computed at the rate of two percent (2%) of the employee's earnings with the Employer for time actually worked during the twelve (12) months immediately preceding June 30th in such year less taxable benefits and allowances received for that period.
- 15.05 (a) Vacation entitlement of two (2) weeks must be taken within the vacation calendar year. The balance of vacation entitlement may or may not be scheduled, however, the unscheduled vacation may not be carried over into the following year. Vacation pay entitlement reference Article 15.04 remains unchanged. The vacation calendar year runs from July 1st to June 30th.
- (b) If an employee is absent for six (6) consecutive months, vacation pay accumulation will be based on six (6) months of earnings. Such an employee will be required to schedule one (1) week of vacation entitlement.

- (c) If an employee is absent for more than six (6) consecutive months, the employee is not required to take any vacation.
- 15.06 Employees covered by this Agreement will be granted annual vacation in accordance with their continuous service as a full time employee as at June 30th as follows:
- i) after six (6) months continuous service – one (1) week
 - ii) after one (1) year continuous service – two (2) weeks
 - iii) after five (5) years continuous service – three (3) weeks
 - iv) after ten (10) years continuous service – four (4) weeks
 - v) after nineteen (19) years continuous service – five (5) weeks.

15.07 a) **NO PLANT SHUTDOWN FOR VACATION PURPOSES**

i) Vacation Time Up to Three Weeks

Employees shall submit their vacation date preferences for their vacation entitlement up to three (3) weeks by March 31st. The Employer will review the requests and will post a confirmed schedule for these weeks by April 30th.

ii) Vacation Time in Excess of Three Weeks

Following the confirmation of the dates in (a)(i) above, then employees with remaining vacation weeks shall submit their vacation date preferences for such weeks of vacation in excess of three (3) weeks by May 7th. The Employer will review these requests and will post the confirmed vacation schedule by May 15th.

b) **WITH A PLANT SHUTDOWN FOR VACATION PURPOSES**

i) Vacation Time Up to Four Weeks

Employees shall submit their vacation date preferences for their vacation entitlement up to two (2) weeks (in addition to plant shutdown weeks) by March 31st. The Employer will review the requests and will post a confirmed schedule for these weeks by April 30th.

ii) Vacation time in Excess of Four Weeks

Following the confirmation of the dates in (b) (i) above, then employees with one (1) remaining vacation week shall submit their vacation date preferences for such week of vacation by May 7th. The Employer will review these requests and will post the confirmed vacation schedule by May 15th.

- (c) Vacation preferences submitted after the deadlines set out in (a) and (b) above, will be considered after all requests which are submitted prior to the deadlines are approved.

- 15.08 In scheduling vacation, the Employer will consider the proper and efficient operation of the business and seniority by shift. The Employer will endeavour to accommodate requests for three (3) consecutive weeks during the summer months.
- 15.09 An employee with less than one (1) year's continuous full time service as of June 30th or an employee discharged for cause will receive vacation pay in accordance with the Employment Standards Act, 1974.
- 15.10 Vacation pay will be paid on or about July 15th in each year. The employee may arrange to receive vacation pay at the time of taking his vacation provided this request is submitted to the Human Resources Department in writing at the time the employee submits vacation date preferences but in any case not later than April 30th.
- 15.11 If a Paid Holiday as set out in Article 16 occurs during the vacation of an employee, the statutory holiday will be scheduled on the Friday preceding the vacation period or the Monday following the vacation period, at the discretion of the Employer in consultation with the employee.
- 15.12 An employee who is eligible to receive benefits under Workers' Compensation or the Weekly Indemnity plan and who completes the qualifying period prior to the scheduled commencement of vacation and who remains under the care of a doctor into the scheduled vacation will be covered under the respective benefit plan for the duration of the disability. The portion of the scheduled vacation during which the employee was disabled will be rescheduled during the remainder of the vacation year at a time mutually agreeable to the Employer and the employee.

ARTICLE 16 - PAID HOLIDAYS

16.01 The following days shall be recognized as Paid 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, there shall be **one** (1) day designated as a paid holiday for Heritage day to be celebrated in February at a time determined by the Employer.

There shall be one (1) additional paid holiday to be scheduled by the Employer during the Christmas shutdown period.

- 16.02 To be eligible for the paid holiday as set out in 16.01 an employee must have completed the probationary period.
- 16.03 a) An employee shall not be paid for any of the above holidays unless he works his last full regularly scheduled work day preceding and his first full regularly scheduled work day following the holiday.

- b) An employee may be absent due to his illness on his last full regularly scheduled work day preceding the holiday or his first full regularly scheduled work day following the holiday, but not both days, and upon receipt of medical evidence satisfactory to the Employer, the employee shall be eligible for payment.
 - c) Notwithstanding (a) above, an employee who has not worked within five (5) work days immediately preceding or following the holiday is not eligible for payment. With respect to the Christmas production shutdown period, the five (5) day period referred to above shall be the last five (5) production days preceding and the first five (5) production days immediately following the Christmas production shutdown period,
 - d) With respect to the Christmas production shutdown period where an employee is eligible under this provision to be paid for Christmas Day, Boxing Day, the additional paid holiday and New Year's Day such payment will be made according to the normal payroll runs. However, for these paid holidays only, as they fall within the Christmas production shutdown period no additional days will be substituted such as outlined in article **15.11**
- 16.04 In the event an employee works on a paid holiday his holiday pay shall be based on eight (8) or eight and one-quarter (8-1/4) hours pay, as the case may be, as defined in 16.05. In addition, he will be paid at the rate of two (2) times his regular rate for all hours worked on such holiday.
- 16.05 Subject to 16.02 and 16.03 an employee is entitled to eight (8) or eight and one-quarter (8-1/4) hours pay at his basic straight time rate plus applicable shift premiums if scheduled on afternoon or night shift, for each of the paid holidays specified in 16.01.
- 16.06 a) If any of the holidays in Article 16.01 fall on a Saturday and/or Sunday, the parties will agree to observe the holiday(s) during the preceding and/or the following week.
- b) In scheduling the paid holidays for Canada Day and Remembrance Day, the Employer will schedule such holiday to meet the needs of the business, on the Monday or Friday in the week of the holiday.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per week nor of days of work per week.

17.01 The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per week nor of days of work per week.

17.02 The regular work week scheduled by the Employer is as follows: Crew Leader, Oven Captain and General Maintenance Labour - Five (5) shifts of eight and one-quarter (8 ¼) hours.

All Other - Five (5) shifts of eight (8) hours.

The Employer will post work schedules. When it is necessary to change the employee's

schedule on a permanent basis, the Employer will give five **(5)** working days notice. Employees are required to be at their work station at the commencement of their shift.

The Employer shall give five **(5)** working days notice when it is necessary to change the employee's schedule on a temporary basis.

17.03 There shall be three **(3)** paid periods for meals and breaks during each shift scheduled by the Employer as follows:

One **(1)** fifteen **(15)** minute break.

One **(1)** twenty-five **(25)** minute meal period.

One **(1)** fifteen **(15)** minute break.

An employee scheduled to work overtime of one and one-half **(1½)** hours or more immediately following the completion of his regular shift, shall be granted a fifteen **(15)** minute paid break prior to starting the overtime shift.

An employee scheduled to work an overtime shift of four **(4)** hours will be granted a paid break of fifteen **(15)** minutes duration during such shift scheduled by the Employer.

17.04 Employees are hired to work on a specific shift by the Employer as a condition of their employment. The Employer may temporarily assign employees to another shift, but it is understood the employee will return to his original shift when so directed by the Employer.

It is understood this clause does not prevent the Employer from hiring maintenance employees to work on a regular rotating shift schedule in order to meet the needs of the business. Employees promoted or transferred to the maintenance mechanic classification shall work the rotating shift schedule.

17.05 If there is continuing work shortage due to reduced product demand, the Employer will endeavour not to schedule employees more than two **(2)** consecutive short weeks.

17.06 If an employee reports for work at his regularly scheduled time and there is not work available for him on his regular job he will be given four **(4)** hours work at some other job, or four **(4)** hours pay at his regular hourly rate, unless he has received previous notification not to report for work, This clause will not apply if work is not available as a result of causes beyond the reasonable control of the Employer.

17.07 An employee, who after leaving the Employer's premises, is called to return to the plant for an emergency shall be paid for a minimum of four **(4)** hours at his regular rate.

Overtime

17.08 Overtime may be declared by the management from time to time as required. Employees required by the Employer to work in excess of the regular work week hours in any one **(1)** week or in excess of the regularly scheduled daily hours shall be paid at the rate of time and one-half (1½) the employee's regular rate for all such authorized overtime worked.

17.09 Work performed on Saturday shall be paid for at the rate of time and one-half (1-1/2) the employee's hourly rate. It is understood that this does apply to regular hours of work on the third (3rd) shift.

Work performed on Sundays shall be paid for at the rate of double (2) the employee's hourly rate. It is understood that this does not apply to regular hours of work on the third (3rd) shift.

17.10 In no event shall overtime or premium compensation be duplicated, compounded or pyramided.

17.11 Hours paid for a "paid holiday" shall be considered as hours worked when calculating overtime in such week.

17.12 Overtime Scheduling Procedure

Week Day Overtime

Overtime opportunities will be scheduled on the basis of a rotating plant seniority list Monday to Friday.

If the need for overtime is know in advance, overtime will be scheduled following availability of signed spares and skill and ability on the shift requiring overtime for each classification according to the following steps.

1. Classification on the current (outgoing) shift.
2. Classification on the next (incoming) shift.
3. Spare in classification on the current (outgoing) shift.
4. Spare in classification on the next (incoming) shift.

In all cases where the overtime is known to be of a full shift duration eight (8) hours, the Employer will attempt to split the overtime, four (4) hours to the current shift and four (4) hours to the incoming shift.

If the need for overtime is to cover off previously unknown absences, the employee requested to work overtime may ask the duration of such overtime. The Supervisor will either give an indication, in hours or minutes or the Supervisor will indicate the duration of the overtime is unknown. Should the Supervisor indicate a time frame in hours or minutes, then the Employer will consider that time frame as the minimum amount of overtime to be worked and will remunerate accordingly. The employee will make his decision to work the overtime or not to work the overtime on either scenario.

Weekend Overtime

Weekend overtime opportunities will be scheduled on the basis of a rotating plant seniority list according to the following steps:

1. Classification on shift.
2. Signed spare to the classification on shift.

3. Classification off shift.
4. Signed spare to the classification off shift,
5. Skill, ability, qualifications on shift.

According to the number of shifts being scheduled overtime opportunities will be applied as follows:

1. Three shifts scheduled – overtime opportunities on normal shifts.
2. Two shifts scheduled - overtime opportunities on normal shift. Shift not scheduled can elect preferred shift.
3. One shift scheduled - overtime opportunities to all shifts.

This will be done on the basis of a rotating plant seniority list.

17.13 (a) Employees Excluding Maintenance Department

Overtime will be voluntary except in case of an emergency. This is not intended to increase production. The Employer will discuss the emergency with the Chief Steward.

(b) Maintenance Employees

From time to time the Employer will require maintenance employees to work overtime. If the Employer cannot meet its requirements through requests for volunteers it shall assign such overtime work to qualified maintenance employees who are at work at the time in reverse order of seniority. Overtime will be mandatory in case of an emergency.

- 17.14** When an employee is training, as the result of a job posting in a new classification, their overtime eligibility shall be in their previous classification until having successfully completed the training in the new classification.

ARTICLE 18 - ABSENCE FROM WORK

- 18.01 **An** employee is required to meet the reasonable standards of physical fitness established by the Employer. **An** employee, absent due to sickness, accident or injury may be required to submit proper medical proof relating to such absence. If the proof is not satisfactory, the Employer, if desired, shall have the employee examined by a physician selected by the Employer at its expense.
- 18.02 **An** employee, absent from work because of accident or sickness certified by a doctor, will accumulate seniority while off work for the lessor of a period equal to his seniority at the commencement of his absence or twenty-four (24) months. During such period the employee will be reinstated to his job, providing no lay off is in effect, or such other job he may be entitled to under the Seniority article of this agreement, and further provided he can perform all of the required duties of the classification in a manner satisfactory to the Employer.
- 18.03 In the case of absence, it shall be the responsibility of each employee so absent to notify the Employer of the reasons for his absence, the expected duration and where he may be reached relative to such absence.

- 18.04 In order for the Employer to properly schedule, employees are required to give the Employer advance notice if they will be absent from a scheduled regular or overtime shift. Failure to give advance notice without reasons satisfactory to the Employer will result in progressive discipline.

ARTICLE 19 - WELFARE BENEFITS

- 19.01 The Employer shall provide the following benefits, in keeping with the plans in effect on the effective date of this Agreement for all permanent full time employees with three (3) months continuous active service:

- a) Group Life Insurance and Accidental Death & Dismemberment
- b) Weekly Indemnity
- c) Major Medical

- a) Life Insurance and Accidental Death & Dismemberment:

Effective July 1st, 2000, Life Insurance and AD&D will be twenty-six thousand dollars (\$26,000.00). Effective March 1, 2001, increase to twenty-seven thousand dollars (\$27,000.00) and effective March 1, 2002, increase to twenty-eight thousand dollars (\$28,000.00).

- b) Weekly Indemnity:

i) Effective July 1st, 2000, the Employer will arrange with the carrier to have the plan amended to provide first day coverage to an employee who has surgery performed on an out-patient basis at a recognized medical facility.

ii) The plan provides a three (3) scheduled work day waiting period.

iii) Effective February 29, 2004, the Employer will arrange with the carrier to have the plan amended to increase the coverage period from 15 weeks to 20 weeks.

- c) Major Medical

- i) Vision Care:

Effective July 1, 2000 the Employer will pay the full premium cost to provide vision care coverage of one hundred and sixty dollars (\$160.00) per twenty-four (24) month period under the Major Medical Benefit in accordance with plans in effect. Effective March 1, 2001, increase to one hundred and sixty-five dollars (\$165.00) and effective March 1, 2002, increase to one hundred and seventy dollars (\$170.00).

- ii) Prescription Drugs:

The prescription drug benefit has a deductible of thirty-five (35) cents.

19.02 Dental Plan

The UFCW Dental Plan will become effective March 1, 1999. The Employer will contribute the equivalent of twenty-one (\$0.21) cents per hour worked to the plan.

Effective March 1, 2000 increase the contribution to twenty-two cents (\$0.22) per hour worked.

Effective March 1, 2001 increase the contribution to twenty-three cents (\$0.23) per hour worked.

Effective March 1, 2002 increase the contribution to twenty-four cents (\$0.24) per hour worked.

Effective March 1, 2003 increase the contribution to twenty-five cents (\$0.25) per hour worked.

Effective February 29, 2004 increase the contribution to twenty-six cents (\$0.26) per hour worked.

19.03 Ontario Health

The employer will contribute one hundred percent (100%) of the cost for Ontario Health (Employer Health Tax).

19.04 The employer will arrange to have an updated benefit booklet produced and distributed to employees.

19.05 If government legislation is enacted during the term of this Agreement which establishes a plan of benefits which duplicates any of the benefits provided by the Employer's plan, resulting in a reduction in the cost of such benefits to the Employer, the Union agrees that any such cost reduction will be absorbed by the Employer.

19.06 The Employer will maintain Employer paid benefits during an employee's absence due to sickness or accident up to a maximum of two (2) years from the date of disability.

In the case of maternity leave these benefits will be maintained up to a maximum of seventeen (17) weeks. The specific benefits to maintain are Life Insurance, Accidental Death & Dismemberment and Major Medical.

19.07 Employees who retire between the ages of 55 and 65 will receive Major Medical benefits for the period of one (1) year following their date of retirement.

ARTICLE 20 - PENSION

20.01 Effective January 1, 1984, the Employer will implement a future service pay plan, non-contributory, which will provide to **an** employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of seven (\$7.00) dollars per month per years of future credited service from January 1, 1984. Effective March 1, 2000, change seven dollars (\$7.00) per month per years of future credited service from January 1, 1984 to fifteen dollars (\$15.00). Effective March 1, 2003 change fifteen dollars (\$15.00) per month per years of future credited service from January 1, 1984 to eighteen dollars (\$18.00).

20.02 Effective January 1, 1986, the Employer will amend the future service pay **plan**, non-contributory, to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of nine (\$9.00) dollars per month per years of future credited service from January 1, 1986. Effective March 1, 2000, change nine dollars (\$9.00) per month per years of future credited service from January 1, 1986 to fifteen dollars (\$15.00). Effective March 1, 2003 change

fifteen dollars (\$15.00) per month per years of future credited service from January 1, 1986 to eighteen dollars (\$18.00).

- 20.03 Effective January 1, 1988, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65) a service related pension benefit of thirteen (\$13.00) dollars per month per years of future credited service from January 1, 1988. Effective March 1, 2000, change thirteen dollars (\$13.00) per month per years of future credited service from January 1, 1988 to fifteen dollars (\$15.00). **Effective March 1, 2003 change fifteen dollars (\$15.00) per month per years of future credited service from January 1, 1988 to eighteen dollars (\$18.00).**
- 20.04 Effective January 1, 1989, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of fifteen (\$15.00) dollars per month per years of future credited service from January 1, 1989. **Effective March 1, 2003 change fifteen dollars (\$15.00) per month per years of future credited service from January 1, 1989 to eighteen dollars (\$18.00).**
- 20.05 Effective January 1, 1990, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of eighteen (\$18.00) dollars per month per years of future credited service from January 1, 1990.
- 20.06 Effective January 1, 1991, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of twenty-one (\$21.00) dollars per month per years of future credited service from January 1, 1991.
- 20.07 Effective January 1, 1992, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of twenty-four (\$24.00) dollars per month per years of future credited service from January 1, 1992.
- 20.08 Effective January 1, 1993, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of twenty-seven (\$27.00) dollars per month per years of future credited service from January 1, 1993.
- 20.09 Effective January 1, 1994, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of thirty (\$30.00) per month per years of future credited service from January 1, 1994.
- 20.10 Effective January 1, 1995, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of thirty-three (33.00) dollars per month per years of future credited service from January 1, 1995.
- 20.11 Effective February 28, 1997, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of thirty-four (**\$34.00**) dollars per month per years of future credited service from January 1, 1997.
- 20.12 Effective January 28, 1998, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of thirty-seven (\$37.00) dollars per month per years of future credited service from January 1, 1998.

- 20.13 Effective February 28, 1999, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of forty (\$40.00) dollars) per month per years of future credited service from January 1, 1999.
- 20.14 Effective March 1, 2000, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of forty-two (\$42.00) dollars per month per years of future credited service from March 1, 2000.
- 20.15 Effective March 1, 2001, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of forty-four (\$44.00) dollars per month per years of future credited service from March 1, 2001.
- 20.16 Effective March 1, 2002, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (65), a service related pension benefit of forty-six (\$46.00) dollars per month per years of future credited service from March 1, 2002.
- 20.17** Effective February **29, 2004**, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (**65**) a service related pension benefit of fifty (**\$50.00**) dollars per month per years of future credited service from February **29, 2004**.
- 20.18** Effective February **27, 2005**, the Employer will amend the future service pension plan to provide to an employee at the mandatory retirement age of sixty-five (**65**) a service related pension benefit of **\$52.00** dollars per month per years of future credited service from February **27, 2005**.

ARTICLE 21 - WAGES

21.01 Attached hereto and forming part of this Agreement is Appendix “A” – Wages and Classification – Employees hired before March 30, 1996, Appendix “B” – Wages and Classifications – Employees hired after March 30, 1996 and Appendix “C” – Wages and Classifications – Licenced Maintenance.

21.02 Premiums

a) Shift Premiums

The following premiums will be paid for all hours worked on the designated shift:

<u>Afternoon</u>	<u>Night</u>
\$0.30	\$0.37

b) Effective March **1, 2003** the shift premiums will increase to:

<u>Afternoon</u>	<u>Night</u>
\$0.43	\$0.57

21.03 An employee promoted to a higher classification job will not receive less than the rate in his previous position.

21.04 An employee may be hired at a rate higher than the “start” rate and/or may progress through the wage increments in less time than set out in the wage schedule.

Effective March **1, 2003**, all regular full time employees on Schedules A and **C** on the active payroll of the Employer, will receive an increase of thirty **(\$.30)** cents per hour.

Effective February **29, 2004**, all regular full time employees on Schedules A and C on the active payroll of the Employer will receive an increase of forty-five **(\$.45)** cents per hour.

Effective February **27, 2005**, all regular full time employees on Schedules A and C on the active payroll of the Employer will receive an increase of forty **(\$.40)** cents per hour.

Effective March **1, 2003**, all regular full time employees on Schedule B on the active payroll of the Employer will receive an increase of thirty **(\$.30)** cents per hours, plus an additional twenty-five **(\$.25)** cents per hour.

Effective February **29, 2004**, all regular full time employees on Schedule **B** on the active payroll of the Employer will receive an increase of forty-five **(\$.45)** cents per hours, plus an additional twenty-five **(\$.25)** cents per hour.

Effective February **27, 2005**, all regular full time employees on Schedule **B** on the active payroll of the Employer will receive an increase of forty **(\$.40)** cents per hours, plus an additional twenty-five **(\$.25)** cents per hour.

Following the increase set out above, employees who are receiving a rate in excess of the rate for their job classification as shown in Appendix “A” will retain such “off-rate” while they continue to work in that job classification.

Retroactivity: All regular full time employees on Schedules A and **C** on the active payroll of the Employer will receive retroactivity calculated at the rate of thirty **(\$.30)** cents per hour for all hours worked (no compounding) between March **1, 2003** and May **31, 2003**. All regular full time employees on Schedule B on the active payroll of the Employer will receive retroactivity calculated at the rate of thirty **(\$.30)** per hour plus an additional twenty-five **(\$.25)** per hour for all hours worked (no compounding) between March **1, 2003** and May **31, 2003**.

ARTICLE 22 - GENERAL

22.01 a) There shall be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices or any other kind of literature upon the Employer’s property, or upon the Employer’s time, except as herein provided.

b) Notices of importance to employees or notices of Union meetings shall be submitted to the Plant Manager or designate for approval prior to posting on bulletin boards customarily used for such purpose.

22.02 The Employer agrees to supply suitable work clothing to employees as required by Company policy or food and drug legislation. Such work clothing will be laundered by the Employer.

The Employer shall have the right to deduct the cost of such work clothing not turned in from the balance of the employee’s pay owing to him at the time he leaves the employ of the Employer.

Gloves, hairnets and head coverings specified by the Employer as required for work will be supplied to the employees.

22.03 Effective February 29, 2000, once per contract year the Employer will reimburse maintenance department employees up to one hundred dollars (\$100.00) for replacement of needed hand tools subject to prior approval of the maintenance superintendent and upon presentation of receipt for the purchase. Effective March 4th, 2001 one hundred and twenty-five dollars (125.00). Effective March 3rd, 2002, one hundred and fifty dollars (\$150.00).

22.04 **Crew Leader**

A crew leader shall be defined as a person who performs work and directs the work of others. She shall not have the authority to hire or fire bargaining unit employees.

22.05 **Safety Shoes**

Effective February 29, 2000, the Employer agrees to reimburse those employees required by the Employer or the Ministry of Labour or who request to wear safety shoes and who purchase approved safety footwear up to eighty dollars (\$80.00) for their personal use in the plant. Effective March 4th, 2001 eighty-five dollars (\$85.00). Effective March 3rd, 2002 ninety dollars (\$90.00).

Such reimbursement **is** conditional on:

- a) the employee providing a detailed receipt of purchase, and
- b) the employee wearing such safety footwear at all times while in the plant.

22.06 It is the responsibility of each employee to notify the Employer (Human Resources Office) of any change in his home address and mailing address, telephone number and marital status. Failure to keep the Employer informed of the above matters will relieve the Employer of any responsibility for failure to comply with any part of this Agreement where such information is necessary in order **to** comply.

22.07 A verbal or written warning which is recorded in an employee's personnel file will be withdrawn when the employee completes a period of two (2) consecutive years active employment following the date of the discipline without receiving any other discipline in that period.

22.08 The Company agrees to pay for 50% of the cost of the printing of the Collective Agreement.

ARTICLE 23 - NEW JOB CLASSIFICATIONS

23.01 In the event that a new job classification is introduced into the plant, the Employer will establish and put into effect a new classification and rate covering the job in question and notify the Chief Steward of the Local Union in writing.

The new classification and rate shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Chief Steward. During this period (but not after), the Chief Steward may request the rate be negotiated by setting out the request in writing, together with the change required and the reasons for the change.

23.02 If no agreement on the rate is reached within a further thirty (30) calendar days, then the rate shall be that established by the Employer until the expiry or renewal of the Agreement.

ARTICLE 24 - TRANSFERS

24.01 An employee who is temporarily transferred to a higher rated job shall be paid the rate of the job to which he is transferred for all hours worked in the higher rated job.

If the rate of the job to which an employee is temporarily transferred is less than the rate of his regular job he shall be paid the rate of his regular job during the period of such temporary transfer.

24.02 **An** employee who takes a lower rated job to avoid a lay-off will receive the rate for the lower job classification for all hours he is assigned to that classification.

24.03 If a plant seniority employee desires a permanent transfer to another shift he may submit a written application to the management. If later a vacancy occurs in that shift which the Employer wishes to fill, those who have such applications on file shall be given consideration subject to Clause 13.05.

ARTICLE 25 - SAFETY AND HEALTH

25.01 The Employer shall make reasonable provision for the safety and health of its employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary to properly protect employees from injury shall be provided by the Employer. All such protective devices shall remain the property of the Employer. It is the responsibility of all employees to wear safety equipment which is supplied and or required, to observe safe working practices and to report any unsafe conditions to management.

25.02 The Employer and the Union will each appoint up to nine (9) respective members to a safety committee. The employee members will be selected as follows:

a) **Day shift** – maximum of four (4) employees as follows:

Warehouse	-	1
Packers*	-	2
Other	-	1

*packers shall be selected from different ovens.

b) **Afternoon shift** – maximum of three (3) employees as follows:

Baking	-	1
Packers	-	1
Other	-	1

c) **Night shift** – maximum of two (2) employees as follows:

Sanitation	-	1
Other	-	1

- 25.03 If an employee is injured at work, the Employer will maintain such employee's earnings at eight (8) or eight and one-quarter (8-1/4) hours pay as the case may be, at his regular rate, for the day on which the injury occurs.
- 25.04 The members of the safety committee who represent workers, shall designate one of the employees representing workers to inspect the physical condition of the work place, not more often ~~than~~ once a month with ~~an~~ Employer Representative.
- 25.05 The safety committee will meet once per month at the workplace.
- 25.06 The safety committee representative will be entitled to conduct an inspection in accordance with s9(31) of the Occupational Health and Safety Act, RSO, 1990.
- 25.07 There shall be three (3) certified Health & Safety members.

ARTICLE 26 - SEVERANCE PAY

- 26.01 If an employee loses his employment with the Company due to plant closing the employee shall be compensated on the basis of one week's pay for each year of continuous service, up to a maximum of twenty-six (26) weeks.


ARTICLE 27 - DURATION OF AGREEMENT

- 27.01 This Agreement shall become effective on the **1st of March, 2003** and shall remain in effect until the **25th day of February, 2006**, and from year to year thereafter unless in any year not more than sixty (60) days **and** not less than thirty (30) days, before the end of any yearly period, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement. Notice of revision shall set forth the nature of the proposed amendments to this Agreement.

IN WITNESS WHEREOF the Employer has affixed its corporate seal evidenced by signature of its proper officers thereunto properly authorized and the proper officers of the Union have set their hand and seals.

Signed at Kitchener, Ontario of this 27 day of Aug, 2003.


FOR THE EMPLOYER



Jerry Osier

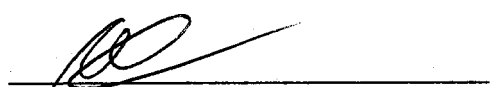


Paul West

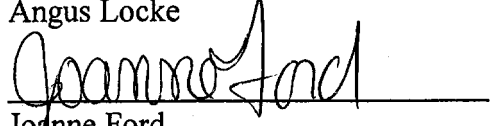


Mae Davis

FOR THE UNION



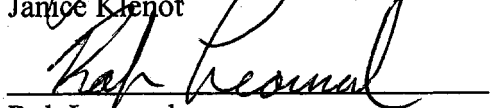
Angus Locke



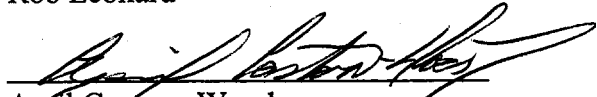
Joanne Ford



Janice Klenot



Rob Leonard



April Caston - Wood

WAGES AND CLASSIFICATIONS

Effective March 1, 2003 for employees hired before March 30, 1996:

	<u>Start</u>	<u>31st Day Worked</u>	<u>66th Day Worked</u>
GROUP I Laundry & Sample Janitor	\$14.37	\$14.93	\$15.54
GROUP II Packer Relief Packer General Labour Sanitation Palletizing Recycle	15.85	15.98	16.10
GROUP III Service Shipper/Receiver Dough Mixer Icing Mixer Packaging Line Operator Material Supply Machine Operator Machine Operator Relief Inventory Cycle Counter	15.98	16.10	16.44
GROUP IV Quality Control Crew Leader Oven Captain Creamer Operator/Mondo Capper Regrind Pre-Weigh	16.12	16.49	16.62
GROUP V Maintenance Mechanic Mechanical Operator (Hayssen Machine)	18.07		

Retroactivity: All regular full time employees on Schedules A and C on the active payroll of the Employer will receive retroactivity calculated at the rate of thirty (**\$.30**) cents per hour for all hours worked (no compounding) between March 1, 2003 and May 31, 2003. All regular full time employees on Schedule B on the active payroll of the Employer will receive retroactivity calculated at the rate of thirty (**\$.30**) per hour **plus** an additional twenty-five (**\$.25**) per hour for all hours worked (no compounding) between March 1, 2003 and May 31, 2003.

APPENDIX 'A' ii

WAGES AND CLASSIFICATIONS

Effective **February 29, 2004** for employees hired before March 30, 1996:

	<u>start</u>	<u>31st Day Worked</u>	<u>66th Day Worked</u>
GROUP I Laundry & Sample Janitor	\$14.82	\$15.38	\$15.99
GROUP II Packer Relief Packer General Labour Sanitation Palletizing Recycle	16.30	16.43	16.55
GROUP III Service Shipper/Receiver Dough Mixer Icing Mixer Packaging Line Operator Material Supply Machine Operator Machine Operator Relief Inventory Cycle Counter	16.43	16.55	16.89
GROUP IV Quality Control Crew Leader Oven Captain Creamer Operator/Mondo Capper Regrind Pre-Weigh	16.57	16.94	17.07
GROUP V Maintenance Mechanic Mechanical Operator (Hayssen Machine)	18.52		

APPENDIX 'A' iii

WAGES AND CLASSIFICATIONS

Effective February 27, 2005 for employees hired before March 30, 1996:

	<u>start</u>	<u>31st Day Worked</u>	<u>66th Day Worked</u>
GROUP I	\$15.22	\$15.78	\$16.39
Laundry & Sample Janitor			
GROUP II	16.70	16.83	16.95
Packer Relief Packer General Labour Sanitation Palletizing Recycle			
GROUP III	16.83	16.95	17.29
Service Shipper/Receiver Dough Mixer Icing Mixer Packaging Line Operator Material Supply Machine Operator Machine Operator Relief Inventory Cycle Counter			
GROUP IV	16.97	17.34	17.47
Quality Control Crew Leader Oven Captain Creamer Operator/Mondo Capper Regrind Pre-Weigh			
GROUP V	18.92		
Maintenance Mechanic Mechanical Operator (Hayssen Machine)			

APPENDIX 'B' i
WAGES AND CLASSIFICATIONS

Effective March 1, 2003 for employees hired after March 30, 1996:

	start	31 st Day Worked	66 th Day Worked
GROUP I Laundry & Sample Janitor	\$ 11.32	\$11.74	\$12.19
GROUP II Packer Relief Packer General Labour Sanitation Palletizing Recycle	12.43	12.52	12.61
GROUP III Service Shipper/Receiver Dough Mixer Icing Mixer Packaging Line Operator Material Supply Machine Operator Machine Operator Relief Inventory Cycle Counter	12.52	12.61	12.87
GROUP IV Quality Control Crew Leader Oven Captain Creamer Operator/Mondo Capper Regrind Pre-Weigh	12.63	12.91	13.00
GROUP V Maintenance Mechanic Mechanical Operator (Hayssen Machine)	14.09		

Retroactivity: All regular full time employees on Schedules A and C on the active payroll of the Employer will receive retroactivity calculated at the rate of thirty (**\$.30**) cents per hour for all hours worked (no compounding) between March 1, 2003 and May 31, 2003. All regular full time employees on Schedule B on the active payroll of the Employer will receive retroactivity calculated at the rate of thirty (**\$.30**) per hour plus an additional twenty-five (**\$.25**) per hour for all hours worked (no compounding) between March 1, 2003 and May 31, 2003.

APPENDIX 'B' ii

WAGES AND CLASSIFICATIONS

Effective **February 29, 2004** for employees hired after March 30, 1996:

	<u>Start</u>	<u>31st Day Worked</u>	<u>66th Day Worked</u>
GROUP I	\$ 12.02	\$12.44	\$12.89
Laundry & Sample Janitor			
GROUP II	13.13	13.22	13.31
Packer Relief Packer General Labour Sanitation Palletizing Recycle			
GROUP III	13.22	13.31	13.57
Service Shipper/Receiver Dough Mixer Icing Mixer Packaging Line Operator Material Supply Machine Operator Machine Operator Relief Inventory Cycle Counter			
GROUP IV	13.33	13.61	13.70
Quality Control Crew Leader Oven Captain Creamer Operator/Mondo Capper Regrind Pre-Weigh			
GROUP V	14.79		
Maintenance Mechanic Mechanical Operator (Hayssen Machine)			

APPENDIX 'B' iii

WAGES AND CLASSIFICATIONS

Effective **February 27, 2005** for employees hired after March 30, 1996:

	<u>start</u>	<u>31st Day Worked</u>	<u>66th Day Worked</u>
GROUP I	\$ 12.67	\$13.09	\$13.54
Laundry & Sample Janitor			
GROUP II	13.78	13.87	13.96
Packer Relief Packer General Labour Sanitation Palletizing Recycle			
GROUP III	13.87	13.96	14.22
Service Shipper/Receiver Dough Mixer Icing Mixer Packaging Line Operator Material Supply Machine Operator Machine Operator Relief Inventory Cycle Counter			
GROUP IV	13.98	14.26	14.35
Quality Control Crew Leader Oven Captain Creamer Operator/Mondo Cappe Regrind Pre-Weigh			
GROUP V	15.44		
Maintenance Mechanic Mechanical Operator (Hayssen)			

APPENDIX 'C'
 LICENCED MAINTENANCE
 WAGES AND CLASSIFICATIONS

	<u>Effective Mar. 01/03</u>	<u>Effective Feb. 29/04</u>	<u>Effective Feb. 27/05</u>
Industrial Mechanic/Millwright	\$ 23.85	\$ 24.30	\$ 24.70
Industrial Electrical	\$ 23.85	\$ 24.30	\$ 24.70
Industrial Electrical + PLC	\$ 24.35	\$ 24.80	\$ 25.20
Dual Licence (Electrician, Mechanic Millwright, Industrial Electrical & PLC)	\$ 24.85	\$ 25.30	\$ 25.70

Retroactivity: All regular full time employees on Schedules A and C on the active payroll of the Employer will receive retroactivity calculated at the rate of thirty **(\$.30)** cents per hour for all hours worked (no compounding) between March **1, 2003** and May **31, 2003**. All regular full time employees on Schedule B on the active payroll of the Employer will receive retroactivity calculated at the rate of thirty **(\$.30)** per hour plus an additional twenty-five **(\$.25)** per hour for all hours worked (no compounding) between March **1, 2003** and May **31, 2003**.

June 1, 2003

Mr. Angus Locke
United Food and Commercial Workers
International Union, AFL-CIO-CLC, **Local 175**
124 Sydney Street South
Kitchener, Ontario
N2G 3V2

Dear **Angus**,

RE: LETTER OF UNDERSTANDING - GUIDELINES FOR PAID HOLIDAYS

This letter will confirm the commitment made by the Company during the recent negotiations for the renewal of the Collective Agreement which expires **February 25, 2006**, to the effect that during the term of the Agreement the parties will use the following guidelines in administering clause 16.03 for paid holidays.

In interpreting "works his last full regularly scheduled work day" preceding and following the holiday, the Company will allow an employee to be late **or to leave early with authorization** up to one and one-half (1-1/2) hours on one of the days, but not both days. In such case, the employee's holiday pay will not be reduced.

An employee who is late **or left early with authorization** more than one and one-half (1-1/2) hours will not be eligible for holiday pay.

Yours truly,

Jerry B. Osier
Human Resources Manager

cc: April Caston-Wood

June 1, 2003

Mr. Angus Locke
United Food and Commercial Workers
International Union, AFL-CIO-CLC, **Local 175**
124 Sydney Street South
Kitchener, Ontario
N2G 3V2

Dear **Angus**

RE: LETTER OF UNDERSTANDING - PART TIME WEEKEND WORK FORCE

This letter will confirm the commitment made by the Company during the recent negotiations for the renewal of the Collective Agreement which expires **February 25, 2006**, to the effect that during the term of this Collective Agreement:

The Company will not hire a regular part-time weekend work force to meet additional production requirements.

Yours truly,

Jerry B. Osier
Human Resources Manager

cc: **April Caston-Wood**

June 1, 2003

Mr. Angus Locke

United Food and Commercial Workers
International Union, AFL-CIO-CLC, **Local 175**
124 Sydney Street South
Kitchener, Ontario
N2G 3V2

Dear **Angus**,

RE: LETTER OF UNDERSTANDING - GUIDELINES FOR LAY-OFFS

This letter will reconfirm the commitment made by the Company during the **2003** negotiations for the renewal of the Collective Agreement to the effect that during the term of the Agreement which expires **February 25, 2006**, the parties will use the following guidelines in administering clause 13.07 for lay-offs.

- i. In the event of a temporary or seasonal lay-off exceeding one (1) day a seniority employee affected will be allowed to bump the junior employee in his classification.
- ii. Such junior employee displaced from his classification or the original employee, if he is the junior employee in the classification, will be reassigned to perform the work in his Group or a lower rated Group at the sole discretion of the Employer, provided he has the skill, ability, qualifications, prior training and seniority to perform such work in a manner acceptable to the Employer. In such case where the employee is assigned to a lower rated Group at the discretion of the Employer, he shall receive his basic rate from his previous job for up to five (5) months while working in the lower rated Group. This maintenance of basic rate shall not apply:
 - a) if the employee successfully bids on a job posting;
 - b) when the lay-off or job displacement exceeds five (5) months. In such case the employee will be paid at the rate of the job he is performing;
 - c) when the Employer considers the lay-off or job displacement to be permanent;
 - d) where he refuses the work assigned by the Employer, he shall be laid off.
- iii. Junior employee and/or displaced employee, if he does not have the skill, ability, qualifications, prior training and seniority to perform such work in a manner acceptable to the Employer will be laid off.
- iv. Article 24 shall not apply during the period up to five (5) months, however, if the Employer assigns an employee to a higher rated job, the employee will be paid in that group.

Yours truly,

Jerry B. Osier
Human Resources Manager

c.c.: April Caston-Wood

June 1, 2003

Mr. Angus Locke
United Food and Commercial Workers
International Union, AFL-CIO-CLC, Local 175
124 Sydney Street South
Kitchener, Ontario
N2G 3V2

Dear Angus,

Re.: POLICY - VACATION SCHEDULING - SPLIT WEEKS

This letter will reconfirm the commitment made by the Company during the 2003 negotiations for the renewal of the Collective Agreement to the effect that during the term of the Agreement which expires February 25, 2006, the parties will use the following guidelines in administering article 15.00 - Vacation With Pay.

In the past, many employees have requested split-week vacations and the Company has not been able to accommodate such requests.

Commencing September 1, 1992 the Company will consider some scheduling of "split-week" vacation.

Approval will depend on the individual case, and on the needs and the conditions existing in the Company at the time.

Approval for split-week vacation will only be considered during the period from September 16th to April 30th.

Consecutive weeks only will be considered for split-week scheduling. e.g. During the first week, Thursday and Friday are scheduled vacation days. During the immediate following week Monday/Tuesday/Wednesday become the scheduled vacation days.

Thus, requests to split vacation among weeks that are not consecutive will not be considered. Also, requests to split vacation into individual days in different weeks will not be considered.

It should be understood that where many employees work in a classification(e.g. Packer) it may be easier to approve split week vacations than where only a few employees work in a classification(e.g. Mixer).

The scheduling of split-week vacations will only be considered after the vacation schedule has been finalized and posted May 15th each year.

Complaints arising from non-approval of split-week vacation will have no recourse through the grievance procedure.

Yours truly,

Jerry B. Osier
H.R. Manager

c.c.: April Caston-Wood

June 1, 2003

Mr. Angus Locke
United Food and Commercial Workers
International Union, AFL-CIO-CLC, **Local 175**
124 Sydney Street South
Kitchener, Ontario
N2G 3V2

Dear **Angus**,

RE: LETTER OF UNDERSTANDING – TRAINING PREMIUM

This letter will reconfirm the commitment made by the Company during the **2003** negotiations for the renewal of the Collective Agreement that within the next two months, the Company will implement a recognition program for employees who have completed the “Train the Trainer Course” and participate in providing training.

Yours truly,

Jerry B. Osier
Human Resources Manager

cc: **April Caston-Wood**

June 1, 2003

Mr. Angus Locke

United Food and Commercial Workers
International Union, AFL-CIO-CLC, **Local 175**
124 Sydney Street South
Kitchener, Ontario
N2G 3V2

Dear **Angus**,

RE: LETTER OF UNDERSTANDING – MARCH 4, 1998, OVERTIME SCHEDULING

This Letter of Understanding identifies and clarifies a number of practical issues concerning the scheduling of overtime supplemental to article **17.12** of the Collective Agreement. The following has been agreed to by the Company and the Union during the course of discussions between the parties in an effort to improve the process for overtime scheduling. These items were raised as a summary of issues experienced during the course of scheduling overtime throughout 1997.

This list includes a number of practical guidelines including some that the Company follows presently and some additional practices that will be followed in future.

Effective June 1, 2003 the parties agree as follows:

1. **POSTING OF OVERTIME LISTS:** Two lists are posted for each shift (1-Packers; 1-Classified). In addition Overtime lists are identified as either Weekday or Weekend Overtime. For easy identification these lists are colour coded by shift: D/S-Pink, E/S-Blue; N/S-Green. Employees are NOT allowed to sign other than their own shift's O/T Posting.
2. **EXPANDED CLASSIFIED LIST: a) FOR W/E O/T** – The Company will ~~try~~ to identify classified needs for the shift(s) to be scheduled (subject to change in requirements).
3. **EXPANDED LIST: b) FOR W/D O/T** – Where practicable the Company will post 2 lists: (1)-COME IN EARLY; (2)-STAY OVER. As a result the Company will take into account each of these indications (as applicable) in recording yes and no's for rotation of overtime. **THERE WILL BE TWO LISTS BUT ONLY ONE ROTATION.**
This provision is dependent on #5 below concerning switching.
4. **SCHEDULING & ROTATION:** When scheduling overtime the Company first reviews the signed overtime list for each regular shift in order to meet requirements for that shift. In the event that additional employees are required, (ie., absenteeism and/or last minute cancellations etc.), the Supervisor liaises with Supervisors on the other shifts to have them check their signed overtime lists in order to meet the additional need. The required off-shift employees, who signed and did not get **an** opportunity to work on their regular shift, are then scheduled by plant seniority. In this case the overtime opportunity worked by off-shift employees count in the rotation. However, where off-shift employees are scheduled to work in a classification other than their regular classification the O/T opportunity does not count in the rotation.

5. **NO SWITCHING BY EMPLOYEES:** Whether W/E or W/D overtime, employees MUST be able to work the O/T they sign for. Subsequent switching of times and shifts will NOT be allowed.
6. **SHORT NOTICE:** In the case of O/T that becomes known during a shift, the Company will communicate that an O/T posting has been put up – in two way: a) over the P.A.; and b) by written note placed on or beside the 2 doors leading from the plant floor or from the shipping area to the Cafeteria area.
7. **SPARES:**
 - a) A Spare cannot be used in their Spare classification if employees are scheduled for O/T work in the Spare’s regular classification unless no full-time classified is available for O/T in that classification.
 - b) The use of Spares in a classification does not impact on that classification’s W/D or W/E overtime rotation.
8. **MODIFIED WORKERS:** They will be considered for overtime work where the type of work required can be clearly identified in advance and is within the employee’s restrictions. In addition the employee must provide medical evidence that substantiates the working of overtime and specifies as to the type and time frame of such work.
9. **COMMUNICATION:** All Supervisors on all shifts will have access to the rotation lists. Union stewards may have access to the lists for review as required by request to the Supervisor.
10. **OFF SHIFT PHONE CALLS:** The Company will endeavour to communicate with both out-going and in-coming shifts as relates to changes of overtime or the cancellation of overtime. In so doing the Company will make the appropriate notations on its records as to times and dates of the calls made.

As a result:

- a) Any employee who has signed for overtime, who was notified according to company records and who then shows up for cancelled O/T will be sent home without pay.
 - b) any employee who has not signed for O/T and who simply shows up for work will be sent home without pay.
11. **CLEANING & SANITATION:** O/T will be scheduled using the following eligibility order:
 - a) Sanitation;
 - b) **Spare Sanitation**
 - c) G.L.s;
 - d) Spare G.L.s;
 - e) **All** others by plant seniority.

12. **TRAINING & PROBATION:** Employees who are training, as part of the Train-the-Trainer Programs, will be used ONLY after all other options have been tried and are unsuccessful in securing the required O/T numbers. Where no Train-the-Trainer Programs are established as yet, the Supervisors will continue to make the assessment of capability. Probationary employees will NOT be used for O/T.
13. **THREE (3) MONTH LAPSE TIME:** In the event W/E and W/D O/T has not been run for a period of 3 months, the rotation will begin again at the top of the list.
14. **MAXIMUM HOURS:** It is our intention that employees not work more than 16 hours in a 24-hour period, including regular &/or overtime hours, unless in extreme circumstances.
15. **LENGTH OF O/T SHIFT:** It is suggested that where ever possible the Company will schedule additional overtime shifts in four hour increments. In so doing double shifts could be avoided and the sixteen hour maximum limit more easily achieved. The length of shift has no affect on rotation.
16. **MISSED OPPORTUNITIES:** Will be dealt with on a to-be-worked basis (to be scheduled within a four-week period. On a trial basis – exceptions can only be made by agreement of the Company and the Union.) All missed opportunities are to be cleaned up by the calendar year end. Once per quarter the Company and the Union will review the missed opportunities outstanding with a view to having these worked in the following quarter.
17. **SUNDAY NIGHT PRACTICE:** This relates to the longstanding practice of scheduling overtime for eight (8) hours only (instead of attempting to split the overtime in four (4) hour shifts) as there is no outgoing/current shift available on Sunday nights. The practice in this case is to rotate the eight (8) hour overtime from week to week between day shift and afternoon shift employees.

The parties have agreed to continue to administer this practice on the alternating eight (8) hour shift basis only on Sunday nights.

The current practice for Sunday night generally involves the following sequence on the shift whose turn it is:

1. Classified employees, signed spares, skill & ability on the shift whose turn it is.
2. Classified employees, signed spares, skill & ability on the opposite shift of whose turn it is.

Yours truly,

Jerry B. Osier
Human Resources Manager

cc April Caston-Wood

June 1, 2003

Mr. Angus Locke
United Food and Commercial Workers
International Union, AFL-CIO-CLC, Local 175
124 Sydney Street South
Kitchener, Ontario
N2G 3V2

Dear Angus,

Re.: Union Dues and Initiation Fees Report Electronic Copy

This letter will reconfirm the commitment made by the company during the 2003 negotiations for the renewal of the collective agreement to the effect that during the term of this collective agreement the company will provide a dues and initiation report in the email form **(remit@ufcw175.com)** or on computer diskette as well as a hard copy of the dues report being attached to the remittance cheque, if and when such capabilities are made available.

Yours truly,

Jerry B. Osier
Human Resources Manager

c.c.: April Caston-Wood

June 1, 2003

Mr. Angus Locke
United Food and Commercial Workers
International Union, AFL-CIO-CLC, Local 175
124 Sydney Street South
Kitchener, Ontario
N2G 3V2

Dear Angus,

Re.: Reassignment to Packing Room

This letter will reconfirm the commitment made by the company during the **2003** negotiations for the renewal of the collective agreement to the effect that during the term of this collective agreement employees who are displaced from their classification and are reassigned to the **Packing Room**, will be "crewed" to ovens only after all permanent full time Packers have been utilized.

Yours truly,

Jerry B. Osier
Human Resources Manager

c.c.: April Caston-Wood

June 1, 2003

Mr. Angus Locke
United Food and Commercial Workers
International Union, AFL-CIO-CLC, Local 175
124 Sydney Street South
Kitchener, Ontario
N2G 3V2

Dear Angus

Re: Time Limits

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

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

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

Yours truly,

Jerry B. Osier
Human Resources Manager

c.c.: April Caston-Wood

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