



## COLLECTIVE AGREEMENT

BETWEEN:

**"SMALL FRY SNACK FOODS INC."**

hereinafter referred to as: **"THE COMPANY"**

AND

**BAKERY, CONFECTIONERY AND TOBACCO WORKERS  
INTERNATIONAL UNION  
Local 550  
F.T.Q., C.T.C., F.A.T., C.I.O.**

hereinafter referred to as: **"THE UNION"**

**LACHINE PLANT**

Effective: July 1, 1995  
Expires: June 30, 1998

11420(01)

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**ARTICLE 1 - PREAMBLE**

**1.01** The purpose of the present Collective Agreement is to promote **harmonious** relations between the Company and **employees**, to ensure on one part improved output and protection of the work place and, on the other part, to establish working **conditions** to be observed **by** both parties and which will render justice to all.

**ARTICLE 2 - RECOGNITION AND JURISDICTION**

**2.01** The **parties recognize** that the present Collective Agreement applies to all the employees described in the bargaining certificate issued by the Ministry of Labour's Certification Department, on the **15th** of January **1976** and **revised on November 28, 1989** which **reads as** follows:

"All shipping, production and laboratory employees **as well as** maintenance employees, excluding **office** employees, **deliverymen** and driver salesmen. **tractor-trailer** operators, garage employees. security guards, Quality Control Manager. Quality Control Supervisor and all those who are excluded by the Labour Code".

Working for the employer, at **2100, rue Norman, Lachine**, Province of Quebec.

**2.02** The Company **recognizes** the Union **as** the sole bargaining agent for the employees included in the said bargaining unit.

**2.03** The Company agrees that employees excluded from the bargaining unit. with the exception of the Maintenance Supervisor and the Technical Service Manager shall **not** normally accomplish work usually performed by employees

covered by the present Collective Agreement, except for training or experimentation purposes or in **cases** of emergency or danger or for any other situation beyond the Company's control, such as the unpredictable absence of one **or more** employees until a qualified replacement can be obtained. The present applies to any new classification created during the life of the present agreement and which is or which can be covered by the said bargaining **certificate**. **Furthermore**, the **substitution** of the packaging personnel shall normally be ensured by employees included in the bargaining unit.

**2.04** The Company agrees not to hire outside **contractors** for the **purpose** of accomplishing **work** in the plant which is normally **performed** by employees covered by the present Collective Agreement **or** for the **purpose** of packaging its **products** if this **results in** the lay Off of active employees except in the case of **an** Act of God **or fortuitous** event. However, the present provision does not apply to the Company's subsidiaries or divisions and **does** not have the effect of altering the Company's existing **policies**.

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**3.01** There shall be **no** discrimination, intimidation, interference, constraint **or** coercion exercised or practised by the company **or its representatives** against any employee **as a result of his or** her joining the Union or his or her affiliation with the Union.

**3.02** There shall not be any discrimination, intimidation, interference, constraint or coercion exercised by the Union **or** one of **its members**, whoever he may be, against any employee of the company for any **reason** whatever.

**ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The Union **recognizes** that the Company **has** the exclusive right **to** manage and operate its establishment, its machines and its equipment and to run its business as it **sees** fit, **subject** only to restrictions imposed upon by law or by the present Collective Agreement, the company retaining all rights and privileges which are not **specifically** abandoned or **restricted** by the **present** Collective Agreement, including without restricting the generality of **the** foregoing, the rights and **powers** outlined below:

- A) Maintain order, discipline and productivity;
- B) **Hire**, discharge, classify, direct, **transfer**, **promote**, demote lay off and suspend employees, or impose any disciplinary measure for just cause;
- C) **Establish**, revise and amend the **rules** and regulations governing the employees; upon the Union's request, a meeting shall be called between the parties for **purposes** of discussing the matter;
- D) Direct the employees' work, establish work schedules, determine operational needs, the number of shops and their locations, **the** distribution of work, the number of **employees** required. the work **methods** and **distribution** methods, the **establishment** of shifts. the extension. limitation, increase, reduction or cessation of one or all operations **or** any other matter pertaining to the Company's operations.

**4.02** In the exercise of **its** rights, the Company **must** abide by the provisions of the present Collective Agreement, 'unless **the** contrary is specifically provided for and **subject to** the concerned employee's right **to** submit a grievance in the manner and for the motives provided for in the present Collective Agreement.

**ARTICLE 5 - UNION SECURITY**

**5.01** **As** a condition of maintaining one's employment, the **employees covered by the** present Collective Agreement and **those** who are hired following the **signing** of the present agreement, **must become** members of the Union in **good** standing and sign the Union's request for membership form as of their hiring date.

**5.02** **As a** condition of maintaining their employment, employees hired after the **signing** of the **present** Collective Agreement must pay the initiation fees **authorized by** the union. Students working during the summer or during the Christmas season **shall** only be required to pay the **said** initiation fees in the **course of their first period** of employment with the Company; however they will be required to pay union dues **as** of their first pay.

**5.03** As of the signing of **the** present Collective Agreement, the employer agrees to deduct on a weekly basis the Union dues and initiation fees **authorized** by the Union, from the pay check of all the employees included in the bargaining unit. The Union shall inform the company in writing of the **amount** of the Union dues as well **as** the initiation fees. Furthermore, when an employee returns to work following an absence, the Company will deduct the union dues which the employee would normally have paid

during this period. **Deductions** may be **spread** over a maximum period of four **(4)** weeks.

**5.04** The Company shall remit to the **Union's secretary-treasurer** the deducted Union dues with in the twenty **(20)** days following the said **deduction**.

**5.05** The Union agrees to indemnify the Company **against** any **responsibility resulting** from claims **against** the Company for having applied the present provision.

**ARTICLE 6 - UNION REPRESENTATION**

**6.01** For the **purpose** of applying and negotiating the present Collective Agreement, the **stewards**, elected or otherwise chosen, shall exercise the duties outlined in the present Collective Agreement.. The number of stewards **shall** be limited to **six (6)** and they shall form the Union Committee.

**6.02** It is understood that each steward and officer **must** perform **his** regular work for the company If it is necessary for the **steward** to handle a grievance or any **problems** pertaining to the application of the present Collective Agreement during working **hours**, he can do **so** without loss of pay at the rate of one hour per week maximum. **This period may**, in the event of special **circumstances**, be extended following agreement between the parties. This **time** limit does not include the meeting with the **Company** nor the meetings by virtue of Article **24.03**. The **steward** does not have the right to leave **his** work station without first having received **permission** from **his** foreman, which permission shall **not** be denied arbitrarily. If urgent work requirements



oblige the **foreman to delay** his granting permission, such **permission** shall be granted **as soon** as **possible** thereafter.

**When** the steward returns to his work, he **must** inform the foreman of his return.

The present article also applies to the President; however, the time limit stipulated above may be extended upon permission granted by the Production Manager, responsible for the section where the employee works when it becomes necessary to take more time in performing specific duties.

- 6.03** With the exception of negotiation and/or conciliation **sessions**, the time spent by stewards during meetings with the Company **is** paid at the concerned employee's regular wage rate when such meetings take place during the said employee's regularly scheduled **hours**.
- 6.04** Except for training **purposes**, the President shall work on the day shift at all **times**. **Upon** the request of the President of the Union for the purpose of the administration of the Collective Agreement, he may change shift for the required time with the approval of the manager.
- 6.05** It **is** incumbent on the Union Committee **to** get in contact with the Company for the **purpose** of **discussing** any questions relating to the negotiation or to the **administration of** the present Collective Agreement and to inform the Company of any grievance which can be settled at the level of the Plant **Manager**.

**6.06** It **is** understood that all **stewards must** have at least two **(2)** years of seniority with the Company.

**These** individuals are **subject to** the same rules of discipline and **have the same obligations** towards the company **as** the other employees. Without prejudice to management rights, the Company's **complaints** with respect to the manner in which these **individuals** perform their union duties shall be addressed to the International Representative who shall take all the **necessary** means to correct the situation **as quickly** as possible.

**6.07** When a Union steward **has a** complaint or a grievance to file, he **shall**, if he **so** wishes, be accompanied by the President or his **assistant** for the purpose of discussing the **said** grievance with the **Company's** representative or **representatives**.

**6.08** The Union shall provide the Company and the Company **shall** provide the Union with a **list** of the individuals **authorized** to accomplish any duties pertaining to the present Collective Agreement.

**ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

**7.01** A grievance is interpreted **as** being any conflict or misunderstanding pertaining to the application or interpretation of the present **Collective Agreement**. It **is** agreed that the **Union** may make a group grievance.

**7.02** All grievance **shall be** settled in accordance with the following procedure:

**FIRST STEP: TO THE FOREMAN OR FORELADY**

At the latest within the ten (10) working days following the incident giving rise to the grievance or from the date on which the employee concerned has or should have obtained knowledge thereof, this employee, accompanied by his steward if he so wishes, may submit his grievance in writing and duly signed by himself, to the concerned foreman who in turn shall submit his answer in writing to the concerned employee within three (3) working days following the filing of the grievance, with a copy for the Union.

**SECOND STEP: TO THE PRODUCTION MANAGER OR SHIPPING MANAGER, AS THE CASE MAY BE**

At the latest, within the three (3) working days following the foreman's decision or the expiry of the delay within which he must reply, the grievance signed by the concerned employee and countersigned by the steward shall then be submitted in writing to the concerned manager. The concerned manager shall then submit his answer in writing to the concerned employee within the three (3) working days following submission, with a copy for the Union.

**THIRD STEP: TO THE PLANT MANAGER**

At the latest within the five (5) working days following the concerned manager's decision or expiry of the delay within which he must reply, the grievance signed by the concerned employee and countersigned by the steward shall then be submitted in writing to the Plant Manager. If requested by the Union or by the Company, there shall be a meeting between the Company's representatives, the concerned employee, the concerned steward and the President, if he wishes to attend, for the purpose of

discussing the grievance. The branch Plant Manager shall the" submit his **answer** in writing to the concerned steward within the ten **(10)** working days following the filing of the grievance.

**FOURTH STEP: ARBITRATION**

Within ten **(10)** working days following the Plant Manager's answer or the **expiry** of the delay within which he **must** reply, the Union shall then **submit** the grievance to arbitration in accordance with the procedure outlined below.

**7.03** If the **case** of any grievance resulting termination. the grievance shall be directly **submitted** to the Third Step of the grievance procedure within the ten **(10)** working days following the imposition of the **disciplinary** measure.

**7.04** Each and **every time limit** stipulated above **is** mandatory under pain of forfeiture of the right claimed. The representative designated by management and the **Union's** representative are the only individuals who may consent in writing to a" extension in delays. The words "Working Days" **signify from Monday to** Friday inclusively, with the exception of the plaintiff's holidays and annual **vacations**.

**7.05** The **Union shall** proceed to arbitration by giving a notice in writing to that effect, addressed to the Employer within the delay **stipulated** in the Fourth Step. The parties shall attempt to agree on the choice of **an** arbitrator. Failing agreement, the Union or the Company

shall request that the Ministry of Labour **appoint** a" arbitrator.

- 7.06** The procedure followed by the **arbitrator** shall be that provided by **the Quebec Labour Code**. **He must i n all cases**, before rendering his decision, hear both parties in opposition, except where one party is **in** default to appear **upon** having been duly summoned.
- 7.07** The arbitrator **must** render **his decision**, if possible, within the thirty **(30)** days following the **last** day of hearing.
- 7.08** The arbitrator's decision will be final and binding on the parties. However, his decision shall not in any way modify **the** provisions **contained in the** present Collective **Agreement** or be inconsistent with the latter.
- 7.09** The **arbitrator's fees** and **expenses** shall be shared equally **by both** parties.
- 7.10** The Company shall inform the union in writing of the Company's representatives at each step provided for in the present grievance procedure as well **as** any changes in this matter.
- 7.11** Any grievance arising directly between the **Company** and the Union shall be submitted in writing by **one** or the other party directly at the Third Step of the grievance procedure in accordance with the provisions contained in this article. **The Plant Manager 'or the Union's** representative shall render his decision within the following ten **(10)** working days.

- 7.12** The Union may exercise all the recourses which the **present Collective Agreement** provides for each employee it represents without having to justify a transfer of claim from the interested party.
- 7.13** If the Company wishes to lodge a complaint **concerning** the conduct of the Union, its officers, committee **members**, or one of its members, it may do **so** in writing directly to the Union Business Agent. The Business Agent will give his **response** in writing within ten **(10)** working days following the meeting. If the response is not **satisfactory** within a delay of the **(10)** days of the reception of the reply, the Company may request arbitration.

**ARTICLE 8 - DISCIPLINARY MEASURES**

- 8.01** The employer may reprimand, **suspend or discharge any** employee for just and sufficient cause and for which he bears the burden of proof.
- 8.02** Disciplinary measures **shall** be applied in accordance with the **seriousness** or frequency of the infraction, without **discrimination**, and **shall** either be in the form of a written reprimand, a **suspension** or a discharge.
- 8.03** All **disciplinary measures** must be brought to the concerned **employee's** attention in writing with a copy to the Union **President** before they are inscribed in his file. Any employee who is disciplined **is** entitled to the presence of his steward, the same applies when a foreman meets with an employee for the purpose of **discussing** his behaviour or conduct.

- 8.04** Any employee may, after having made an appointment, **consult his file**. He may also allow his President **or** steward to **consult it as** well.
- 8.05** If an employee signs a disciplinary notice, he only does **so** for the purpose of acknowledging receipt. In the event that he **refuses to sign**, the **notice shall** be sent to him by courier.
- 8.06** Grievance pertaining to a discharge shall be settled by **confirming** the **Company's** decision to discharge the employee or by **reinstating** the employee with full **compensation or** by taking any other **decision** that is considered just and equitable by both parties.
- 8.07** Disciplinary **actions** dating **more** than **six (6) months** cannot **be** used against an employee, except in the **case** of a suspension where the period shall be of twelve **(12) months as** of the date of the suspension.

**ARTICLE 9 - STRIKES AND LOCK-OUTS**

- 9.01** During the life of the present agreement, there **shall** not be any **strike**, total **or** partial work stoppage, work slowdown of any **sort** on the part of the employees and the Union and there shall not be any form of picketing against the Company.
- 9.02** During the life of **the** present agreement, there shall not be any lock-out by the Company.

**ARTICLE 10 - SENIORITY**

- 10.01** General seniority **is** defined as the length of continuous service an employee has with the Company. seniority **is** acquired **as** of an employee's hiring date, **once the** probation period hereinafter defined **has** been completed.
- 10.02** Any employee covered by the present Collective Agreement acquires seniority rights after two **(2)** calendar **months** of service as of his date of hire. In the **case** of the "**corps de métiers**" "Tradesmen" and quality control technician, the period **shall** be of three **(3)** calendar **months**. The employee then become" a regular employee.
- 10.03** **Promotions outside** the bargaining unit are not subject to the dispositions in the present Collective **Agreement** and individuals **promoted** as such accumulate seniority during the **first six (6)** months outside the bargaining unit; if they return to the bargaining unit, within **this** delay, their accumulated seniority is credited and they must pay the union dues for the period during which they were **outside** the bargaining unit **upon** returning in the bargaining "it. After **six (6)** months outside the bargaining unit, the employee loses all seniority rights within the unit. A" employee **can** partake of thin clause only once during **his** employment with the company.
- 10.04** The seniority **rights** do not give an employee the right to **choose** the work **to be** performed.
- 10.05** An employee's seniority continues to accumulate **as** long **as** it is not lost in conformance with the **dispositions** contained in the present Collective Agreement.



**10.06** In all cases of lay off, bumping, and recall, seniority shall prevail, provided the affected employee is immediately qualified to perform the assigned work without a training period.

**10.07** Lay offs and **displacements (bumpings)**, will take place in the following manner:

step 1. A) In the event that it becomes necessary to reduce the personnel non-classified employees affected will have the right to displace, employees with less seniority on their shift if they are qualified whereas classified employees, will have the same right but also the right to displace the employee with the least seniority in his classification in his department and on the other shifts.

B) The employees who are not qualified for the vacant position on their shift, will offered vacant position on other shifts.

Example of displacement of personnel-

Shipping - The employee or employees will have the choice to remain within their department or on their shift after having advised their superior of their choices. The choices will be posted on a permanent list. The employee with the least seniority displaced from his classification will displace the employee with the least seniority in the bargaining unit.

Step 2. **A) Non-classified employees** hourly displaced in **step 1-A** on the **shift** where the reduction in **personnel** took place. will **have** the right to **displace** the employees having the least seniority on the other shift in the same **manner** as non-qualified **employees** in **1-B**.

**B)** The displaced employeea, in the same manner **as** non-qualified employees et **Step 2**, will have the right to **displace** employees on the third shift.

Step 3. **A)** In addition the employees displaced at **Step 2-B**, will have the right to displace employees having the least seniority in the bargaining unit.

During the procedure, an employee may decline **his** bumping **rights** and accept the lay off.

In the event of a recall, the employee will be returned to **his** classification end shift once the work becomes available.

**10.08** Notwithstanding the **dispositions** contained in articles **10.06** and **10.07**, for the **purpose** of lay **offs** and **recalls**, the shop stewards provided they are immediatelyqualified to perform the work are considered as having the most amount of **seniority within** their classification. In the event that, following a lay off, the shop stewards are temporarily bumped, it is agreed that they shall maintain the wage rate which they were entitled before the temporary transfer.

10.09 In all **cases** of lay offs, the **employees** who are to be laid off shall be informed of this fact at the latest during their shift on the **Thursday** preceding the lay off. **However**, the list of jobs being **affected** by a lay off is **remitted** to the **Union as soon as** possible.

10.10 Given the need of a **new** classification either **as** a result of the creation of new tasks or the result of a major change in the **content** of a job, during the life of this **agreement**, such **classifications** shall be renegotiated **between** the Company and the Union and the result of the negotiation shall be covered in a supplementary agreement.

r" the **event** of a disagreement during such **negotiation**, the Union shall have recourse **to** the grievance procedure after a sixty **(60)** working day trial period.

10.11

- A) when there **shall** be a new or vacant job, the Company shall post the job within **one** week, the regular wage rate applicable **to** the job **and the** wage rate applicable during the training period, for a period of three **(3)** working days; **any** employee wishing **to** apply for the job shall **do so** by submitting his application in writing to the concerned manager during the said three **(3)** working days period **by using** the form provided for that **purpose**. Upon request, the Company shall remit to the Union copies of the **applications** received.
- B) when **an employee is on** holidays he may, before leaving on holidays, submit in writing **to** the Personnel Department his **request** to be **considered** for a designated job during

his absence and, in such a case, **his** application **shall** be considered.

- C) The **jobs** within the **classifications** of the packaging **staff** and **support staff** shall not be posted; however, a" employee who wishes to be **transferred** from one of these **classifications** to the other may do **so** by filling in the **form** provided for **that purpose** and, **given** a permanent vacancy, he will be granted the job **as long as** he **possesses** the required seniority and **as long as** he **is** able to **perform** the work.

**10.12** The job posted as **such shall** be granted to the employee having the **most** seniority **among those who** submitted an application, as long as he **is** able to meet the normal requirements of the **job**. The employee to whom the job is **assigned** is subject to a training **period** of two **(2)** calendar months; if during **this** period the employee is incapable of qualifying for the job, or if he does not demonstrate the necessary aptitudes allowing him to qualify for the job, he shall be reinstated in **his** former job and the next candidate on the list will be considered.

**10.13** The temporary jobs shall not be posted but **shall** be **assigned** by taking into account seniority aptitudes and **qualifications**. However, after three **(3)** months, the job must be posted.

**10.14** Any employee wishing to be transferred from **one** department to another or from **one** shift to another, may **submit** a written **request** to that effect to the production **manager or** shipping manager and if a job becomes vacant, he will be offered the transfer by taking his seniority into **account**. All written request will be in effect for

a period of twelve (12) months. If the written request is not withdrawn in writing, the employee must accept the transfer.

10.15 There shall be loss of seniority and the employees shall be terminated with the Company in the following cases:

- A) If the employee voluntarily quits his job;
- B) If he is discharged for just cause;
- C) If he is laid-off or is absent due to an illness or an accident, with the exception of a work accident, for a continuous period equivalent to his accumulated seniority at the time of the lay-off, the illness or the accident, up to a maximum of eighteen (18) months; in the case of an illness or an accident, the delay may be extended upon consent of both parties; the employee absent due to an illness or an accident must get in contact with the Personnel Office every three (3) months and, if required, must produce a medical certificate, the cost of such a certificate if applicable shall be paid by the Company;
- D) If he is retired;
- E) If he is recalled to work after a lay off, at his last know address; but fails to report to work within the three (3) working days following the recall.
- F) If he extends a leave of absence without authorization except in the case of a fortuitous event;

G) If he **refuses his** recall. **This** applies to employees with less than five (5) yearn service and who have the right to refuse a recall of **less** than five (5) days (17.09).

10.16 Every three (3) months, the Company shall post on a permanent basis seniority **lists** per department and per shift by indicating the name, classification and hiring date of all **employees**. *Copy of* the latter shall be remitted to the Union. Each employee's seniority date shall **be** presumed correct unless it **has** been contested directly at the Third Step of the grievance procedure.

10.17 It is the employee's responsibility to inform the Company of **any** changes in **his** address **as quickly as** possible. If an employee fails to do **so**, a notice sent by the Company, **by certified mail or messenger service**, to **his** last known **address, shall** be considered received by the employee within the two (2) working **days** which follow the date of the receiving of the notice and the union will be advised.

10.18 On the first **week** day of each week, the company will provide the **President** with a list of new **hires** and terminations occurring during the prior week.

**ARTICLE 11 - TEMPORARY TRANSFERS**

11.01 When an employee **is** temporarily transferred to a **classification** which pays a higher wage rate than his **previous classification**, for a period exceeding half a **complete** workday, he shall receive the higher of the two (2) **wage rates** for the complete **hours** worked in the said **classification**; if the transfer extends **beyond** half a

complete day of work, he shall receive the higher of the **two (2)** wage rates **for** the entire complete day of work.

**11.02** The Company when it **considers** it appropriate, grant any employee covered by the present Collective Agreement, a leave of absence in **writing** and without pay. **This** written **permission** from the Company **shall specify** the length of the leave of absence, but upon the employee's **request applicable** to his own classification for a period of three **(3)** months from the date of the **transfer**.

**11.03** When an employee is transferred to a classification which pays a lower wage rate, either upon his own request or either resulting from a demotion, he **shall** receive the lower wage rate **as** of the date and time of **his** transfer. **However**, any employee within a given classification who, **as** a result of a lay **off** is transferred to another **classification shall** continue to receive the wage rate applicable to his own **classification** for a period of one **(1)** month from the date of the transfer.

**ARTICLE 12 - POSTING**

**12.01** The Company **shall** supply a bulletin board, **glass** covered end locked, for the sole **use** of the Union for the **purpose** of **posting** the following **notices**:

- A) Election notices, election results. nomination of **officers**;
- B) Meeting or **assembly** notices;
- C) **Social** or recreational activity notices.

A copy of **these** notices shall **be** remitted to the Company at the **same** time. In **the case** of that which is not

enumerated in the present article, **this** notice in subject to the **Company's approval**.

**ARTICLE 13 - LEAVES OF ABSENCE**

**13.01** The Company may, when it considers it appropriate, grant any employee covered by the present Collective Agreement a leave of absence in writing and without pay. **This** written **permission** from the Company shall specify the length of the leave **of** absence, but upon the employee's **request**, the Company may extend the leave of **absence** if it **considers** it appropriate. Any employee absent with **such** a written permission shall not have the right to any of the benefits provided for in the present Collective Agreement, with the exception of seniority which shall be maintained in force during the absence, the employee **is** however obliged to pay his part of the **premiums** upon his departure.

**ARTICLE 14 - HOLIDAYS**

**14.01** All the regular employees covered by the **present** Collective Agreement have a right to the following holidays:

New **Year's** Day  
Good Friday  
**Victoria** Day  
St-Jean Baptiste Holiday  
Canada Day  
**Labour Day**  
Thanksgiving  
The **24** of **December**  
**Christmas** Day  
The **26th** of December  
The **31st** of December



All regular **employees** covered by the **present** Collective Agreement shall be entitled to **a paid** holiday on the **occasion of** their birthday if they have at least two **(2)** years **seniority** with the Company. They **must advise** their immediate **Supervisor** at least five **(5)** working **days** prior to the date. If this day falls on a Saturday or Sunday it will be deferred to the first following working **day**. The employee will have the choice **of** taking the holiday or being paid for the day.

**14.02** When the celebration of one or more of the holidays enumerated above is proclaimed by the Federal or **Provincial** Government, the holiday shall then be **observed** on the day proclaimed **as** such.

**14.03** Upon the **parties'** consent, the above-mentioned holidays shall be moved to another **date**.

**14.04** If one of the paid statutory holidays **arises** on a Saturday or **sunday**, it shall be moved to the following Monday; if the Monday is already a day off, the holiday is then celebrated the preceding Friday, unless there **has** been agreement between the parties. The **holidays** included in the period from the **24th** of December to the **2nd** of **January** are to be taken on the dates indicated in Schedule **"B"**.

**14.05** The holiday **pay** remitted to each employee for each one of paid statutory holidays mentioned above, must be equivalent to the wages the employee would normally have the right to for one **(1)** normal workday, **at** the regular rate. In order to benefit from the said statutory **holidays**, the employee **must** work the day preceding and the day immediately following the statutory holiday,

unless he has received prior **permission** from **his** employer. However, an employee absent due to illness, a work accident or a lay off shall only have a right to the paid holiday if he **works** at least one (1) complete workday during the ten (10) working days immediately preceding the **statutory** holiday.

**14.06** Any employee who **works** on a holiday shall be paid at double his regular **rate** for all the hours worked **on** that day. in addition to the holiday pay provided for above.

**ARTICLE 15 - SPECIAL LEAVES OF ABSENCE**

**15.01** All the regular employees are entitled to paid holidays **as** outlined below:

- A) In the case of the death of their **spouse**, their child, their mother or father up to a maximum of **five (5)** working days as of the day of **the** death;
- B) In the **case** of the death of a brother, a **sister**, their father-in-law **or** their mother-in-law, up to a maximum of three **(3)** working **days as** of the day of the death;
- C) In the case of the death of their grandfather, their grandmother, their wan-in-law, their daughter-in-law, their brother-in-law or their sister-in-law, the benefit shall be of one **(1)** regular work day;
- D) Given that the funeral takes place in an area which **is** more than **two** hundred **(200)** miles away from Montreal, the employee shall also be entitled **to an**

additional day with pay **as** long **as** he attends the funeral.

**15.02**

In the event of maternity, an employee who **has** more than nine (9) months of service **and**, upon submitting a medical certificate stating the probable delivery date, benefit from a **special** leave without pay and without **loss** of seniority, thus allowing her to be absent from her job on a temporary **basis**. In any event, any pregnant employee **must** leave her job **at** the beginning of the **seventh (7th)** month of her maternity, but **may** leave before **this** date upon her doctor's recommendation.

The employee must return to her job within a three (3) **months** delay following delivery, **unless** she had **serious** reasons not to, **as** confirmed by a medical certificate, this certificate **must** establish the probable date of **return to** work.

The employee who **is** absent **as such, is** not entitled to any of the **benefits** provided for in the present Collective Agreement, with the exception of her **seniority** which **continues** to accumulate **and** the group **insurance** benefits which **are** maintained in force during **her** absence, **on** the other hand, the employee **must** pay her part of the premiums upon her return; **she shall** also be entitled to the payment of the days provided for in article **14.01** which arises during such an absence thirty (30) days before her return to work and **may** also take these holidays in a **consecutive** manner at a date agreed upon with the Company, with the exception of the months of **June, July and August as well as** the period between the **15th** end the **31st** of December.

- 15.03 Upon the birth or *the* adoption of **a** child, the regular employee **is** entitled to two **(2)** working **days** with pay to **be taken any** time during the five **(5)** working days following the birth of adoption of the child, **as long as** he informs his superior **as soon as** possible.
- 15.04 On the occasion of **his** wedding, the regular employee **is** entitled to a paid leave of absence on the eve or on the wedding day **itself**, upon the employee's choice.
- 15.05 In **cases** when, during **normal** working **hours**, an employee **is** assigned to perform jury duty, the time **absent** from work is considered **as** time worked for all normal **hours** that he would have normally worked and shall be paid at his regular **wage** rate for **such**, less deductions made for any jury pay received, upon presentation of **proof** of his presence in Court.

**ARTICLE 16 - ANNUAL VACATIONS**

- 16.01 For the purpose of calculating **the** annual holidays and the vacation pay to which the **employees are** entitled, the year shall begin on the **1st** of **May** and **shall** end on the **30th** of April of each year. However if an employee, in conformance **with his** years of **continuous** service **with** the company, acquires between the 1st of **May** of one year and **30th** of April of the following year, the right to a third **(3rd)**, fourth **(4th)**, or fifth **(5th)**, week of vacation. depending on the **case**, he will **have** the right to these additional vacation **weeks** which shall be taken at a time mutually agreed upon between the concerned employee and the production or **shipping** manager, whichever applies.

16.02 **ANNUAL VACATION TABLE**

<u>Length of continuous service on the 30th of April of each year</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
Less than one (1) year	1 day per month of service (max. of 10 working days)	4% of total earnings
one (1) year or more	Two (2) weeks	4% of total earnings
Five (5) years or more	Three (3)	6% of total earnings
Ten (10) years or more	Four (4) weeks	8% of total earnings
Eighteen (18) years or more	Five (5) weeks	10% of total earnings

**NOTE:** Employees eligible for a sixth (6th) week of vacation during the term of this Agreement will continue to receive the 6th week in the future.

16.03 Vacation pay shall be remitted to the employee before his leaving on holidays.

16.04 one (1) week of vacation consists of seven consecutive days. Should a statutory paid holiday occur during the employee's vacation, this holiday shall be paid but shall not be added to the employee's vacation period or it may be transferred to a date chosen by the employee after agreement with the concerned manager, with the exception of the months of June, July and August; as well as the period from the 15th to the 31st of December. The concerned manager's permission shall not be refused without valid reason. Accumulated statutory holidays not

taken **must** be taken by the **15th** of December or they will be **compensated** at this date by the Company.

- 16.05** Seniority by **classification** and by shift shall prevail **for** the **purpose** of establishing a vacation schedule. The choice **shall** be made during the month of March of each **year**. It **is also** understood that no employee, on the occasion of his first choice may take more than three **(3)** consecutive **weeks** of vacation and not **more** than two **(2)** consecutive **weeks** of vacation during the month of December. Employees who are entitled to more than three **(3)** weeks of vacation will **choose** their additional week(e) once the initial selection has been completed by all **those** eligible. In the event an employee is transferred, at his request, to another department or shift after having **completed his** vacation selection, such employee may be required to reselect his vacation period in order to conform with the criteria established in Article **16.07**.
- 16.06** The employer agrees to post the vacation schedule at the latest **between** the **1st** and the **15th** of April of each year.
- 16.07** It **is agreed** that thirty **percent (30%)** of **the packaging** personnel on the day shift, thirty percent **(30%)** of the packaging on the evening shift, **as well as two (2)** employees per classification and per shift may be on **holidays** at the **same** time, with the exception of the **mechanics**, the **cooks**, potato receiving and general receiving. For **purposes** of applying the present clause, all the employees in the Shipping Department are considered as **being** in the **same** classification. It is

also agreed that 15% of the Sanitation employees on the night shift may be on holidays at the same time.

B) It is agreed that in the Shipping Department among the day shift personnel four (4) employees can take their vacation at the same time, two (2) on the evening shift and two (2) on the night shift. Furthermore in the Sanitation Department one (1) Cooker can also take his vacation at the same time. In the Maintenance Department, there will be 2 Mechanics on the day shift on vacation one (1) on the evening shift and one (1) on the night shift.

**ARTICLE 17 - WORKING HOURS**

- 17.01** The hours of work for the packaging personnel shall be forty (40) hours per week, from Monday to Sunday inclusively; the hours of work for the other employees shall be forty (40) hours for the third shift; in the Sanitation Department, and forty-one (41) hours for the third shift in the Shipping Department from Monday to Sunday.
- 17.02** The normal work schedule in the Receiving Department shall be from 6:30 to 15:30 with a thirty (30) minute unpaid break for the meal period.
- 17.03** The normal work schedule in the Frying Department shall be the following:
- A1 For the cooks. from 6:00 to 15:00, with a thirty (30) minute unpaid break for the meal period; from 15:00 to midnight with a thirty (30) minutes unpaid break for the meal period;

- B) For the Packaging Personnel, from 7:00 to 15:30 with a unpaid thirty (30) minute break for the meal period; from 15:30 to midnight with a thirty (30) minute unpaid break for the meal period;
- C) For the Sanitation shift, from 22:30 to 6:45 from Monday to Thursday inclusively. and from 22:30 to 8:00 on Friday, with a thirty (30) minute unpaid break for the meal period.

**17.04** The normal work schedule in the Packaging Department for the Packaging Personnel shall be from 7:00 to 15:30, with a thirty (30) minute unpaid break for the meal period, and from 15:30 to midnight with a thirty (30) minute unpaid break for the meal period. For the operators, from 6:30 to 15:30 with a thirty (30) minute unpaid break for the meal period; from 15:30 to 00:30, with a thirty (30) minute unpaid break for the meal period, and from 23:00 to 8:00, with a thirty (30) minute unpaid break for the meal period.

However, for the support staff and the check weighers, the schedule shall be from 7:00 to 16:00, with an unpaid thirty (30) minute break for the meal period, and from 16:00 to 1:00 with a thirty (30) minute unpaid break for the meal period.

**17.05** The normal work schedule in the Corn Department shall be as follows:

- A) For the rotating operators, from 6:30 to 15:30 with a thirty (30) minute unpaid break for the meal period; from 15:00 to midnight unpaid break for the meal period;



B) For the other operators, from 6:00 to 15:00, with an unpaid thirty (30) minutes break for the meal period; from 15:00 to 00:30 with a thirty (30) minute unpaid break for the meal period.

C) For the other employees, from 6:30 to 15:30, with an unpaid thirty (30) minute break for the meal period; from 15:30 to 00:30, with a thirty (30) minute unpaid break for the meal period;

17.06 The normal work schedule in the Sanitation Department shall be from 6:30 to 15:30, with an unpaid thirty (30) minute break for the meal period; from 15:30 to 00:30, with a thirty (30) minute unpaid break for the meal period; from 22:30 to 6:45, Monday to Thursday inclusively, and from 22:30 to 8:00, on Friday, with a thirty (30) minute unpaid break for the meal period.

17.07 The normal work schedule in the Shipping Department shall be from 6:30 to 15:30, with an unpaid thirty (30) minute break for the meal period; from 15:00 to midnight, with a thirty (30) minute unpaid break for the meal period; from 22:30 to 7:30 and Friday 23:00 hrs to 8:30 with a thirty (30) minute unpaid break for the meal period. However, in the case of the checkera, the work schedule shall be from 6:30 to 15:30, with an unpaid thirty (30) minute break for the meal period, and from 15:30 to 00:30, with a thirty (30) minute unpaid break for the meal period.

17.08 The normal work schedule for the Mechanics shall be from 6:30 to 15:30, with an unpaid thirty (30) minute break for the meal period; from 15:00 to 00:30, with a thirty (30) minute unpaid break for the meal period; from 22:30



- 17.12** Any employee who **shows** up for work when he **has** not been advised not to do **so** shall receive remuneration equivalent to four **(4)** hours **of** work **at** this regular rate, as long as he performs all the **work** which **may** be assigned to him by the employer.
- 17.13** Any regular employee recalled to work outside his regular working hours **shall** be entitled to a remuneration equivalent to three **(3)** hours paid at a time and a half **as** long as he **performs** all the work **which may** be **assigned** to him by the employer. However, this disposition **does** not apply when the hours worked **as** such **are** immediately preceding or following the employee's regular shift.
- 17.14** All employees subject to the present Collective Agreement shall be entitled to a fifteen **(15)** minute break per half day, without any reduction in pay.

**ARTICLE 18 - OVERTIME**

- 18.01** All work **performed** beyond the employee's regular workday shall be **renumerated** at time and a half the employee's regular rate for the first four **(4)** hours; if such work **exceeds** four **(4)** hours in the **course** of the **same** day, **such** hours **shall** be **renumerated** at double time.
- 18.02** All work performed on Saturday, beyond the regular scheduled hours as they are outlined in Article XVII, shall be **renumerated** at time and a half the employee's regular wage rate for the first eight **(8)** hours or eight and a half **(8 1/2)** hours depending on the cases. such hours shall be **renumerated** at double time.

- 10.03** All work **performed** on Sunday shall be **renumerated** at double time.
- 10.04** A) Overtime work shall be **distributed** as equitably **as** possible among the regular employees **classified** and qualified to do the work **within** each department and each shift. **For this** purpose, the parties agree that overtime hours start **zero (0)** at the **beginning** of each **calendar** year and are **offered** on a rotational **basis** by seniority; furthermore, the hours offered and refused shall be considered as **hours** worked. **However**, if a shop steward refuses to work overtime due **to** the exercise of his duties **as** a shop **steward**, these shall not be considered as **hours** worked and the **same** number of overtime **hours** will be offered to him at the next **occasion**.
- B) In the event that there **is** an insufficient number Of employees mentioned above to perform the required **overtime** work, such overtime shall be offered to the regular qualified employeaa who **have** inscribed **their** name on the **list** prepared every two **(2)** months for that purpose.
- Two (2)** overtime refusals by a listed employee will result in the immediate disqualification of the employee from the current list and the next subsequent list.
- 10.05** A) The **assignment** of overtime will be handled in the **usual** manner till October **31, 1995**. starting **November 1, 1995** overtime will be handled in the following manner:

1. Overtime work shall be distributed **as** equitably **as** possible among the regular employees **classified** to do the work within each **department** and each shift. For **this** purpose, the **parties** agree that overtime hours start at **zero (0)** at the beginning of each calendar year and are offered on a rotational **basis** by seniority; furthermore the hours offered and refused **shall** be considered as hours worked. However, if a Shop Steward **refuses** to work overtime due to the **exercise** of his **duties** as a Shop Steward, these shall not **be considered as hours** worked and the **same** number of overtime hours will be offered to him at the next **occasion**.
2. In the event that there is an insufficient **number** of **employees** mentioned **above** to perform the required overtime work, **such overtime shall** be offered to the regular qualified **employees** who have inscribed their name on the **list** prepared for that purpose.
3. A) overtime will be accomplished on a **voluntary** basis, except for employees on probation and **students**; in the event that there is not a sufficient number of packaging personnel to perform the required work in overtime, it **shall** be offered to support staff and vice-versa.  
  
B) An employee will not be required to work more than three **(3)** Saturdays per contract **year**.

- 18.06** All hours worked above and beyond fifty-one (51) hours in a given week are remunerated at double time.
- 18.07** Any employee who works overtime of more than one (1) hour is entitled to a fifteen (15) minute rest period immediately following the end of his regular shift; if he is required to work more than two (2) hours in overtime, he is then entitled to a thirty (30) minute meal period as of the beginning of the third (3rd) hour; if he is required to work more than three (3) hours after the end of his meal period, he is entitled to a fifteen (15) minute rest period. The Company maintains in force its present practice with respect to meal allowances in such cases.

**ARTICLE 19 - GROUP INSURANCE**

- 19.01** The Company employee Benefit programs, as set forth below, and as summarized in the Employees Booklet shall continue throughout the term of the Agreement, unless otherwise noted below. The administration of the Plans, including the selection of the methods by which benefits are to be provided are vested solely in the Company or such other individual or entity as appointed by the Company, and such changes therein may be made at the Company's discretion. All terms and conditions shall be governed by the Master Plan document.

The Benefit Plans are:

- A) The Employees Group Weekly Accident and Sickness Accidental Death and Dismemberment Plan. The weekly benefit shall be 66-2/3% of earnings to a maximum of \$385.00 per week effective September 1,

1995 and \$390.00 effective September 1, 1996, for twenty-six (26) weeks less the number of weeks for which the employees is eligible for disability benefits under the Unemployment Insurance Act. The Accidental Death and Dismemberment benefit will be fifty (50) times the weekly benefit. Where an application for disability benefits is submitted to the Unemployment Insurance Commission within two (2) weeks of the commencement of disability, and a delay in unemployment disability payments is subsequently encountered, the Company shall continue, weekly indemnity payments for a maximum period of four (4) weeks, subject to proof of continuing disability, and conditional upon the employees agreement to reimburse the Company for such additional weekly indemnity payments upon receipt of Unemployment Insurance benefits.

- B) The Employees Group Life Insurance Plan. The Retiree Life Insurance Benefit for retirees shall be the lessor of \$4,000.00 or 10% of final average earnings, as defined in the Plan, commencing the first year of retirement and thereafter. Effective September 1, 1992 coverage to include dependants as follows: spouse \$2,000.00, each eligible child \$1,000.00. To be eligible the employee must have basic life insurance and dependant medical/dental coverage.
- C) The Employees Group Long Term Disability Insurance Plan. Beginning January 1, 1996 the employee contribution rate will be 1% of salary.

D) The Employees Group Major Medical/Dental Plan. **Effective** September 1, 1995, the dental fee schedule shall be based on the 1992 Quebec Dental Association Fee Guide. **As of September 1, 1996** the applicable rate will be based on the 1993 fee guide of the Quebec Dental Association. Regarding the **Medical Plan**, effective September 1, 1995, the semi-private room allowance **is \$40.00** per day and effective September 1, 1996 the **said** allowance will be increased to **45.00\$** per day.

E) The Employees Retirement Income Plan. Subject to the approval of the Retirement Committee provided for in the Plan and all Provincial and Federal **laws** and regulations, the **non-contributory** future **service** benefit level shall be ten dollars (**\$10.00**) per month per year of service for service rendered on and after January 1, 1990

**19.02** Employees who are eligible for and are covered by these Plans will make contribution **as** provided in the **Plans**. In the event an employee does not wish to participate in any of these Plans, he shall **sign** a waiver form as provided by the Company.

**ARTICLE 20 - SICKNESS DAYS**

**20.01** All employees **covered by the present** Collective Agreement on December 31<sup>st</sup> of each year who have one (1) or more years of seniority with the Company, are entitled to three (3) paid sick days at their regular rate for the following calendar year. Upon being absent due to **sickness** the employee will be paid automatically.



- 20.02** All employees covered **by the present** Collective Agreement **on December 31<sup>st</sup> of** each-year who have two (2) or more years of Seniority **are** entitled **to** five (5) paid sick days at their regular rate for the following calendar year. Upon being absent due to sickness the employee will be paid automatically.
- 20.03** The employee who is ill may request that payment for the sick **days** to which he is entitled be paid to him **as** long **as** he **was absent** due to illness. If the employer **realizes** that a " abuse **has bee**" made with **respect** to request in payments, he may **request** that a medical certificate b e supplied after **two** days of absence **or** more.
- 20.04** The employee **shall** receive, on the **15th** of December of each year, payment of the sick days he is entitled to, paid at his regular wage rate.

**ARTICLE 21 - HEALTH AND SAFETY**

- 21.01** The employer has the responsibility of taking **measures** and abiding by Provincial laws and regulations proclaimed in force by the said Government in order to **assure** the employee's health, safety and well being. Once a work **accident occurs** the Company agrees to relieve a responsible **person** of which there will **be one** an each shift who will **look** after the injured party regarding all the **procedures** to **follow** and the Company will be involved in their training.
- 21.02** The Union **agrees to** cooperate with the employer **by** encouraging and providing it **support** with respect **to** the application of the safety **norms** at work and the Company

**agrees** to furnish the Union with a copy of the accident Report (**E.D.R.**) no later than two days following the accident.

- 21.03** All safety clothing or safety equipment required by the Company or by the Workmen's **Compensation** Board **shall** be provided for and cleaned at the Company's expense. The Company will provide approved safety footwear for all seniority employees covered by **this** Collective Agreement. Replacement safety **footwear** will be provided when **necessary**. Probationary employees will be **reimbursed** for the **cost** of safety footwear on attaining seniority.
- 21.04** In the event **that** an employee is obliged to leave work to get to **a** doctor or to a hospital following a work accident, he shall be paid for the balance of the normal working hours in his shift at **his** regular wage rate on the day of the accident.
- 21.05** The employee shall be paid **his** regular wage rate for any time **lost** on his shift following **subsequent** treatments resulting from this **same** accident, **as long as** he **is** not receiving **compensation** for **that** purpose by virtue of the Workmen's **Compensation Act**, **as long as** it **is impossible** for this employee to undergo **such** treatments after his regular working **hours** end **as long as** the required form **is** duly completed at the time of his visit for treatments. Once **a work** accident **occurs** the Company agrees to relieve a responsible **person** of which there will be one on each **shift** who will look after the injured party regarding all the procedures to follow and the Company will be involved in their training.

21.06 At the request of one or other of the parties during the periods of intense heat in the plant - the temperature "tests" will be taken in the presence of a Steward or in his absence by a member of the bargaining unit. The standards in effect will be applied.

21.07 "Appropriate" winter clothing including winter boots will be furnished to employees requiring same in the maintenance, sanitation, general receiving, potato reception and shipping departments. It will be the employee's responsibility to return the clothing to the Company otherwise he will have to reimburse the Company. The said clothing shall not leave the Company's premises.

**ARTICLE 22 - WAGES**

22.01 As of the date of the present agreement, the minimum wage rates for the duration of the present Collective Agreement are the one outlined in Schedule "A",

22.02 Effective September 1, 1992, all employees will be paid by the Direct Deposit Payroll System. The pay for all employees is normally deposited on Thursday of each week. The pay stub furnished to all employees will include the following information:

- A) The employee's name and surname;
- B) The pay period;
- C) The wage rate;
- D) overtime;
- E) The deductions made;
- F) The amount paid.

When a statutory holiday falls during a work week the pays will be distributed by cheque on Wednesday.

**22.03** All employees working on the afternoon shift. are entitled to a shift premium equivalent to thirty-five cents (35¢) per regular working hour. and all employees working on the night shift are entitled to a shift premium equivalent to forty-five cents (45¢) per regular working hour, It is understood that shift premiums will be excluded from the calculation of overtime.

**ARTICLE 23 - GENERAL PROVISIONS**

**23.01** Medical examinations - Given that the Company operates in the food industry, it reserves the right at its discretion, to request that any employee undergo a medical examination by a duly qualified doctor chosen by the company. The said doctor may be assisted by a specialist when he judges it appropriate and the medical report shall be remitted to the Company and it is understood that the cost incurred by such a medical examination shall be paid by the company.

The employer shall pay the employee requested to undergo a medical examination, at his hourly wage rate for all time required to get to the examination and to undergo the examination, if there is to be loss in pay.

Any employee suffering from an illness incompatible with the Company's business shall be laid off until he is cured.

**23.02** Subject to the applicable dispositions contained in the law. nothing in the present agreement must be interpreted as constituting an obligation on the part of the Company to keep an employee who has reached aged sixty-five (65), in its employ.

- 23.03 The **employees** benefit from a **free** parking area situated close to the **employer's establishment**.
- 23.04 The **Company must** supply, pay and clean any uniform which it **may request** be **worn** by the employeea. The Company will furnish uniforms for the duration of the Collective Agreement.
- 23.05 The **Company shall pay** beginning the first week of January 1996 an allowance equivalent to one hundred seventy-five dollars **(\$175.00)** and each **subsequent** year to the regular mechanics for purposes of **replacing tools which** have been **lost, stolen or** broken. It is understood that the mechanics **must** have all the **necessary tools** required to **accomplish** their duties.
- 23.06 The Company agrees **to** have the **present** Collective Agreement printed **in pocketbook** form, at its own expense.

**ARTICLE 24 - MONTHLY MEETINGS**

- 24.01 The parties agrees that there shall be at least one meeting per **month** between the Union committee, the International **Representative and** the **Company's** authorized representatives and **this** without loss of pay.
- 24.02 The purpose of **these** meetings is to study and **discuss** any **Management/Union** relations **or** any problems related to **working** conditions which cannot and which have not been **submitted to the** grievance procedure in conformance with the pertinent dispositions contained in the present Collective Agreement and generally any problems or **questions** of **common** interest.

**24.03** A full time representative from the union may, after consultation and agreement with the Plant Manager, be authorized to meet at a time and place determined by the Production manager, one or more shop stewards and/or one or more employees.

**ARTICLE 25 - NOTICES**

**25.01** Unless otherwise provided for, any correspondence between the company and the Union shall be addressed and sent as follows:

**TO THE COMPANY:**

The Original: To the Plant Manager  
SMALL FRY SNACK FOODS INC.  
2100 Norman Street  
Lachine, Qc.  
H8S 1B1

**TO THE UNION:**

To the President  
BAKERY CONFECTIONERY AND TOBACCO  
WORKERS INTERNATIONAL UNION  
Local 550, F.T.Q., C.T.C., F.A.T., C.I.O  
3329 St-Antoine Street East  
Montreal, Qc.  
H1W 1P8

**ARTICLE 26 - LENGTH OF THE COLLECTIVE AGREEMENT**

**26.01** The present Collective Agreement takes effect July 1st 1995 and shall expire on the 30th of June 1998.

**26.02** If one or the other of the parties wishes to modify the present, it shall notify its intention to do so in conformance with the Labour Code.

**26.03** If such a notice is given, the parties shall meet within the fifteen (15) days for the purpose of negotiating a new Collective Agreement.

SIGNED IN MONTREAL, this 30th day of October 1995

FOR THE COMPANY

Pierre Decarie  
Michel Boudreau  
Raymond Huot  
Germain Lavallée  
Fernando Eposito

FOR THE UNION

Henri Godin  
Ghislaine Chabot  
Michel Cummings  
Roberto Pezzulo  
Thérèse Franchini  
Samir Hamzo  
Michel Ruel



SCHEDULE "A"

	<u>JULY</u> <u>1925</u>	<u>1st WEEK</u> <u>JULY 1926</u>	<u>1st WEEK</u> <u>JULY 1927</u>
<b>A. PRODUCTION &amp; SHIPPING</b>			
1. Packer	12.43	12.73	13.03
2. General Helper	12.43	12.73	13.03
4. Tally Person	12.50	12.80	13.10
5. Order Picker (shipping)	12.50	12.80	13.10
6. Lift truck drivers and General helper	12.84	13.14	13.44
7. Driver lift truck, & Gen. Helper	12.89	13.19	13.49
8. A) Packaging Operator "A"	13.13	13.43	13.73
B) Packaging Operator "B"	12.84	13.14	13.44
C) Sanitation Operator "B"	12.84	13.14	13.44
9. A) Corn Operator "AA"	13.35	13.65	13.95
B) Corn Operator "A"	13.13	13.43	13.73
C) Corn Operator "B"	13.01	13.31	13.61
10. A) Cook "A"	13.35	13.65	13.95
B) Cook "B"	13.01	13.31	13.61
C) Cook Sanitation "B"	13.01	13.31	13.61
<b>B. MAINTENANCE DEPARTMENT</b>			
1. Lead Hand Mechanic	16.41	16.71	17.01
2. Mechanic "A"	16.16	16.46	16.76
3. Mechanic "A", Storekeeper	16.16	16.46	16.76
4. Mechanic "B"	14.84	15.14	15.44
5. General Maintenance	14.55	14.85	15.15
6. Apprentice	13.41	13.71	14.01
<b>C. LABORATORY</b>			
Quality Control Tech. Class "A"	13.35	13.65	13.95
2. Quality Control Tech. Class "B"	13.01	13.31	13.61

NOTE: The Cooks "B" should be knowledgeable of the different types of Cookers and Lift Trucks and should rotate for training purposes.

Three hundred dollars (300 \$) will be deposited January 1, 1996 in a Collective R.R.S.P. for all employees who have completed their probation period July 1, 1995 and who are still in the employ of the Company December 31, 1995. The deposit will be made the first week of January 1996.

Employees who have not completed their first year of seniority are paid the rate for their Classification less ten (10) per cent. students receive a fixed amount of eight dollars (\$8.00) an hour and eight dollars and twenty five cents (\$8.25) in 1997 and eight dollars and fifty cents (\$8.50) in 1996.

The applicable salary rate during the training period provided for in clause 10.13 is the rate of the job either promoted or transferred to less twenty-five cents (25¢); however, this rate should not be less than what was paid prior to the promotion or transfer, but in no case above the rate of the new job.

Relative to the classification of the Maintenance Department, it is agreed as follows:

The apprentice will become Mechanic "B" after one (1) year as long as he can satisfy the requirements of the job; after two (2) years as a Mechanic "B", the employee will become a Mechanic "A" in so far as he can satisfy the requirements of the job, which, if required by the company, should be subject to a special examination. The Lead Hands are chosen by the Company from amongst the Mechanic "A".

The company agrees to maintain its actual practice of a rotation of the packaging operators every month so as to allow them to qualify on all the machines. The parties recognizes that one of the purposes of this rotation is to assure that all employees, who beginning from the signing of this agreement, will be promoted as operators shall, within a maximum period of twenty four (24) months of such a promotion, qualify on all machines to be classified operator "A", otherwise they will be returned to the support staff group provided they have the required seniority. However, employees hereby promoted who will classify as operators "A" will be classified and paid as Operator "A" as soon as they will be classified thus.

SCHEDULE "B"

HOLIDAY SCHEDULE FOR THE PRESENT COLLECTIVE AGREEMENT COLLECTIVE

DECEMBER 1995								JANUARY 1996							
S	M	T	W	T	F	S		S	M	T	W	T	F	S	
					1	2				1	2	3	4	5	6
3	4	5	6	7	8	9		7	8	9	10	11	12	13	
10	11	12	13	14	15	16		14	15	16	17	18	19	20	
17	18	19	20	21	22	23		21	22	23	24	25	26	27	
24	25	26	27	28	29	30		28	29	30	31				
31															

  

DECEMBER 1996								JANUARY 1997							
S	M	T	W	T	F	S		S	M	T	W	T	F	S	
1	2	3	4	5	6	7					1	2	3	4	
8	9	10	11	12	13	14		5	6	7	8	9	10	11	
15	16	17	18	19	20	21		12	13	14	15	16	17	18	
22	23	24	25	26	27	28		19	20	21	22	23	24	25	
29	30	31						26	27	28	29	30	31		

  

DECEMBER 1997								JANUARY 1998							
S	M	T	W	T	F	S		S	M	T	W	T	F	S	
												1	2	3	
7	8	9	10	11	12	13		4	5	6	7	8	9	10	
14	15	16	17	18	19	20		11	12	13	14	15	16	17	
21	22	23	24	25	26	27		18	19	20	21	22	23	24	
28	29	30	31					25	26	27	28	29	30	31	

Legend:   = full day holiday

**LETTER OF AGREEMENT**

**BETWEEN:** **SMALL FRY SNACK FOODS INC.**  
hereinafter referred to as: **"THE COMPANY"**

**AND:** **BAKERY, CONFECTIONERY AND TOBACCO  
WORKERS INTERNATIONAL UNION  
Local 550,  
F.T.Q., C.T.C., F.A.T., C.I.O.,**

hereinafter referred to as: **"THE UNION"**

Give" that the parties to the present have signed a Collective Agreement **on this day:**

**Given that the said Collective Agreement must be completed with the present letter of Agreement;**

For **this purpose**, it has been agreed by the Parties that:

1. The company **will** provide relief for natural needs for packaging **personnel**.
2. If the event that the president or **Vice-President** of the Union do not work on the **same** shift, the Company **agrees to grant** them for every day where it be **necessary**, a maximum period of thirty **(30)** minutes (i.e. from **15:45 to 16:15**) for the **purpose of discussing Union** matters.
3. With **respect to the rest** periods provided for in **Articles 17.14 and 18.07**, there shall be three **(3) warnings** for each of these **periods**; the first **warning** indicates the beginning of the rest period; the second after twelve **(12)** minutes, indicates **that** it is time to return to **one's** station; the third after fifteen **(15)** minutes, indicates **that** work must **begin**. **As** a result all employees **must** then be **present** at their work stations.
4. Except in **cases** where the employee's **absenteeism** file justifies it, the company shall not request a medical certificate for absence due to **illness** which is of a duration of three **(3) days or less**.
5. Any employee who **must** be **absent** for the purpose of undergoing a medical examination shall **not** lose any hours which **have not been effectively** worked **on his shift** under the condition **that** he informs his superior at the latest on the eve of **such a** event and that he provides proof of a " appointment if required by the company.



**LETTER OF INTENT**

With respect to Article 22.02, as amended, of the Collective Agreement which expires on June 30, 1995, the Company hereby undertakes to correct payroll underpayment of \$50.00 or more by issuing an adjustment cheque during the week in which the error occurred.

SIGNED THIS 30 th day of October, 1995

FOR THE COMPANY

P.W. Decarie  
Michel Boudreau  
Germain Lavallée  
Raymond Huot  
Fernando Esposito

**LETTER OF AGREEMENT**

**BETWEEN:** **SMALL FRY SNACK FOODS INC.**  
hereinafter referred to as: **"THE COMPANY"**

**AND:** **BAKERY, CONFECTIONERY AND TOBACCO  
WORKERS INTERNATIONAL UNION  
Local 550,  
F.T.Q., C.T.C., P.A.T., C.I.O.,**  
hereinafter referred to as: **"THE UNION"**

It has been agreed by the parties that:

1. Regarding Lead **Hands**, there will be an equal number which will match the number of **supervisors** and they will be used **to** replace the supervisor when absent.
2. Within the next six **(6)** months, the **Company** agrees to reduce the number of **Lead** Hands to a minimum in conjunction **With** the development program of our supervisors.
3. Permanent Lead Hands will be maintained in the maintenance department on the day and evening shifts.
4. Job description for Lead Hands  
They are employees who are:
  - a) capable of **assuming** a certain degree of **responsibility**.
  - b) capable of assuring that the work to be done **is** accomplished **as** per the supervisor instructions.
  - c) not involved in **matter** of discipline or in the selection Of **personnel**.
  - d) **advises management concerning** production and quality problems.
5. Lead Hands will be **selected** jointly by the Union and the **Company**.



IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THE:

SIGNED THIS d 30th a \_\_\_\_\_ y \_\_\_\_\_ of Octol 1995

FOR THE COMPANY

FOR THE UNION

<u><i>[Signature]</i></u>	<u><i>Philippe Chabot</i></u>
<u><i>[Signature]</i></u>	<u><i>Michel Ruel</i></u>
<u><i>[Signature]</i></u>	<u><i>[Signature] - Thérèse FANCH</i></u>
<u><i>[Signature]</i></u>	<u><i>Michel Cummings</i></u>
<u><i>Fernando Espino</i></u>	<u><i>Dzule Roberto</i></u>
	<u><i>MS.</i></u>

**SCHEDULE FOR 2000**

**SCHEDULE FOR 2000**

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
	7½	7½	7½	7½	10	---	---
(2)	7½	7½	7½	OFF	OFF	7½	10



REPAIRS - SANITATION

	NO. OF	NO. OF	NO. OF	NO. OF	NO. OF	NO. OF	NO. OF
	REPAIRS	REPAIRS	REPAIRS	REPAIRS	REPAIRS	REPAIRS	REPAIRS
	7 1/2	7 1/2	7 1/2	7 1/2	10	-	-
(2)	7 1/2	7 1/2	7 1/2	OFF	OFF	7 1/2	10

/dr

dr

En foi de quoi les parties ont signé

Ce 30<sup>e</sup> jour de OCTOBRE 1995.

LES ALIMENTS SMALL FRY INC.

SYNDICAT INTERNATIONAL  
DES TRAVAILLEURS ET  
TRAVAILLEUSES, DE LA  
BOULANGERIE, CONFISERIE ET  
DU TABAC, LOCAL 550  
F.T.Q., F.A.T., C.I.O.

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[Signature] - Thérèse FRANCH  
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