

COLLECTIVE AGREEMENT

between

RICH PRODUCTS OF CANADA, LIMITED

AND

**NATIONAL AUTOMOTIVE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW)
AND ITS LOCAL 462**

EFFECTIVE DATE: NOVEMBER 10, 2008

EXPIRY DATE: NOVEMBER 9, 2010

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BETWEEN

**RICH PRODUCTS OF
CANADA, LIMITED**

(Hereinafter Referred To As The "Employer")

AND

**NATIONAL AUTOMOTIVE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW)
AND ITS LOCAL 462**

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INDEX

ARTICLE	CONTENT	PAGE
1	INTENT AND PURPOSE	3
2	RECOGNITION	3 - 4
3	MANAGEMENT RIGHTS	4 - 5
4	UNION SECURITY	5 - 6
5	STEWARD	7
6	GRIEVANCE PROCEDURE	8 - 11
7	ARBITRATION	11 - 13
8	NO STRIKES, NO LOCKOUT	13
9	HOURS OF WORK AND OVERTIME	13 - 16
10	RATES OF PAY	17 - 20
11	PAID HOLIDAYS	21 - 22
12	VACATIONS	23 - 25
13	BEREAVEMENTPAY	25
14	SENIORITY- JOB POSTINGS	26 - 32
15	ASSOCIATESADDRESS & PHONE NUMBERS	32
16	LEAVE OF ABSENCE	32 - 33
17	HEALTHAND SAFETY	33
18	BULLETIN BOARD	33 - 34
19	JURY OR WITNESS DUTY	34
20	TEMPORARYASSIGNMENTS	34
21	CALL BACKALLOWANCE	35
22	SAFETY FOOTWEAR & COMPANY SUPPLIED CLOTHING	35
23	GENERAL BENEFIT PROGRAM	36
24	WAGES AND CLASSIFICATIONS	36
25	DURATION OF AGREEMENT	36 - 37
	APPENDIX "A"	38 - 40
	APPENDIX "B"	40

ARTICLE 1.00 INTENT AND PURPOSE

1.01 The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote co-operations and harmony, to recognize mutual interests and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment.

Both parties, furthermore, recognize that only through a strong competitive position in the marketplace, can continued operation of the plant remain a continued reality.

1.02 In this Collective Agreement unless otherwise indicated by the content, the plural shall include the singular and the masculine, the feminine and vice versa.

ARTICLE 2.00 RECOGNITION

2.01 The Company recognizes the Union as the exclusive bargaining agent for all associates of Rich Products of Canada, Limited in the City of Fort Erie, save and except supervisors, persons above the rank of supervisor, lab technicians, office and clerical staff, sales persons and security staff.

2.02 Supervisors and other associates outside the bargaining unit shall not perform bargaining unit work to displace or prevent the hiring of full time bargaining unit associates except:

(a) In emergencies where regular associates of the bargaining unit are not available

- (b) For the purpose of instructing or training associates
- (c) To do experimental or setup work, or to make the first assembly on a new machine, or a new type of operation; and
- (d) In all other cases where associates of the bargaining unit are not displaced.

ARTICLE 3.00 MANAGEMENT RIGHTS

- 3.01** The Union recognizes that the Employer has the exclusive right to manage the business and to exercise all the customary prerogatives of management.
- 3.02** The Union recognizes and acknowledges that the management of the Company and direction of the working force are fixed exclusively in the Employer. The Employer shall continue to have the undisputed right to take any action it deems appropriate in the management of the company and direction of the work force. All inherent and common law management functions and prerogatives which are not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer and may not be infringed upon by any arbitration board. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, select, direct, promote, demote, classify, transfer, lay off, and recall associates and retire associates in accordance with the Company's retirement policy, and to

reprimand, suspend, demote, transfer, discharge or otherwise discipline any associate for just cause provided that a claim by an associate who has acquired seniority that he has been disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(c) make, enforce and alter, from time to time, reasonable rules, policies, practices and regulations to be observed by the associates;

(d) expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or services; control and regulate the use of machinery, equipment and other property of the Employer; determine the schedules of production, the assignment of work and the size and composition of the work force; study and introduce new or improved research development, production, maintenance, services, distribution methods, materials, machinery, facilities and equipment.

3.03 The Employer's failure to exercise any function hereby reserved to it or in exercising any function or right in a particular way shall not be deemed a waiver of its rights to exercise such functions or rights, nor preclude the Employer from exercising the same in some other manner not in conflict with the express provisions of this Agreement.

ARTICLE 4.00 UNION SECURITY

4.01 All associates hired on or after the date of certification will be provided with an application for membership card.

4.02 The employer agrees to deduct from the wages of each associate an amount equal to the regular union dues uniformly required of the members of the Union and the initiation fee as required by the Union by-laws.

New associates will have union dues deducted on the first of the month following their date of hire.

The Employer shall forward all such amounts to the Union by the end of the month in which the deduction was made and the Union shall indemnify and hold harmless the Employer against any and all liabilities arising therefrom.

4.03 The Employer will, at the time of making each remittance to the Union, specify the associates from whose pay such deductions were made and their addresses. The Union's treasurer shall notify the Employer by letter upon the signing of this Agreement of the amount of regular union dues and shall keep the Employer informed of any changes during the term of this Agreement.

4.04 The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an associate or associates for amounts deducted from pay as provided by this Article.

4.05 The Employer and Union each agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives of members against an associate because of his activity or lack of activity in the Union.

ARTICLE 5.00 STEWARD

5.01 The Union shall have the right to elect six (6) stewards.

The breakdown will be as follows:

- 2 stewards for Bakery and Quality Assurance
- 1 steward for ParBake
- 1 steward for Sanitation
- 1 steward for Maintenance/ Receiving/Shipping,
- 1 Unit Chair

The Union agrees that it will keep the Employer supplied with the names of all the stewards and the areas they represent and promptly advise the Employer in writing of any change that occurs before the Employer will be required to recognize an associate as a steward.

5.02 The Employer shall not be required to recognize the election of any steward unless he has twelve (12) months' seniority.

5.03 It is understood that a steward has regular job functions to perform for the Employer. Consistent with that obligation, the right of stewards to leave their work without **loss** of pay to investigate or adjust grievances is granted on the following conditions:

(a) The steward shall obtain the permission of his supervisor and the supervisor of the aggrieved associate before leaving his work area. The supervisor will arrange this permission within a reasonable amount of time.

(b) The time off shall be devoted to the prompt handling of grievances and shall be limited to the time required for attending grievance step meetings and any preliminary meetings with the Management.

- (c) The Employer reserves the right to limit such time if it deems the time **so** taken to be excessive.
- 5.04 The Union may select a Negotiating Committee comprised of the **six** (6) stewards. Time spent at negotiating shall be without pay.
- 5.05 Union stewards shall have the assistance of **a** Representative or Business Agent regarding any Union matters dealt with at a meeting between the Management and the union if either party **so** requests. It is understood that the Union Representative or Business Agent, whenever entering the premises of the Employer shall first secure permission of the Human Resources Manager or his representative. It is further agreed and understood that the Union representative shall not interfere with plant operation, for any reason, during their visit to the plant.
- 5.06 No associate or group of associates is authorized to represent the stewards or any other committee of stewards in any meeting with Management except with the written consent of the Union.
- 5.07 **A** Union steward shall be present when any member of the bargaining unit **is** given an official verbal or written reprimand or suspended or discharged. The disciplined associate will be further allowed fifteen **(15)** minutes after the meeting to discuss the disciplinary matter with the steward.

ARTICLE 6.00 GRIEVANCE PROCEDURE

- 6.01 The parties to this Agreement are agreed that it *is* of the utmost importance to adjust complaints and grievances

concerning the interpretation or alleged violation of this Agreement as quickly as possible.

6.02 No grievance shall be considered where the events giving rise to it occurred or originated more than seven (7) working days before the filing of the grievance.

6.03 The term "grievance" as used in this Agreement shall mean a complaint by any associate against the Employer alleging failure to comply with the provisions of this Agreement. Such grievance must be covered by specific provisions of this Agreement and complaints with reference to matters not included in this Agreement shall not be subject to the Grievance Procedure or Arbitration Procedure.

6.04 Both parties agree that they shall make an earnest effort to settle any difference, dispute or complaint arising over the interpretation, administration or application of this Agreement through the following steps:

Step No. 1: The Associate and his supervisor shall meet and discuss the said difference, dispute or complaint. The associate's supervisor shall give his decision within three (3) full working days. The associate shall have the assistance of his Union steward if he **so** requests. Failing settlement, then

Step No. 2: A grievance shall be submitted in writing in triplicate on forms supplied by the Union and signed by the associate within three (3) working days of completion of Step 1. The written record of the grievance shall state the exact nature of the grievance, the act or acts complained of, the identity of the associate **who claims**

to be aggrieved, the specific section or sections of the Agreement which it is alleged have been violated, the date or dates upon which the violations are alleged to have occurred and the remedy the associate seeks. The associate, his Steward, Supervisor and Department Manager shall meet within seven (7) working days following receipt of the grievance to discuss the grievance.

The associate's Department Manager shall give his decision in writing within seven (7) full working days of the meeting. One copy of the written decision is to be given to the Union and two (2) copies to the Employer. Within three (3) working days of the completion of Step 2, the associate may proceed to Step 3.

Step No. 3: Within ten (10) working days following the receipt of the aggrieved associate's decision in Step No. 2, the associate, Chief Steward, associate's steward, a third steward the Business Agent of the Union shall meet with the Employer's Plant General Manager, Departmental Manager, Human Resources Manager and the associate's supervisor. The Company will render a decision within ten (10) full working days following this meeting.

Failing settlement under Step No. 3 of any difference between the parties arising from the interpretation, administration, application or alleged violation of this Agreement, including any questions as to whether or not a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided and, if no written request for arbitration **is** received within fifteen (15) full working days after the decision in Step No. 3 is given, it shall be deemed to have been abandoned.

- 6.05 A complaint by an associate who has completed his probationary period that he has been discharged without cause shall be treated as a grievance if it is submitted in writing to the Employer's Departmental Manager within three (3) working days of the associate's discharge. Such grievance will enter the Grievance Procedure at Step No. 2.
- 6.06 If a grievance is not processed in accordance with the time-limits set forth in this Article, it shall be considered to be abandoned. Should the Employer fail to observe the time-limits specified for rendering a decision at any Step, the grievance shall be automatically advanced to the next Step. The time-limits set forth in this Article may be extended by mutual written agreement, provided that such extension for any one grievance shall not be a precedent or waiver of the time-limits for any subsequent grievances.
- 6.07 Any grievance concerning or affecting a group of more than three (3) associates may be submitted under Step No. 2.
- 6.08 Any complaint or grievance arising directly between the Employer and the Union may be submitted under Step No. 3.

ARTICLE 7.00 ARBITRATION

- 7.01 The parties agree that any grievance concerning interpretation or alleged violation of this Agreement which has been properly carried through all the Steps of the Grievance Procedure outlined above and which has not been settled may be referred to a Board of Arbitration at the request of either party hereto.

- 7.02 The party referring the grievance shall give notice to the other party indicating that it intends to refer the grievance to arbitration within fifteen (15) working days of the decision of the Distribution Centre Manager at Step No. 3 and shall include therein the name and address of its appointee to the Arbitration Board. Within five (5) working days of receipt of such notice the other party shall respond by indicating the name and address of its appointee to the Arbitration Board. The two **(2)** appointees so selected shall within five (5) working days after receipt of the notice of the appointment of the second of them appoint a third person who shall be the Chairman of the Arbitration Board. If the recipient of the notice fails to name an appointee or if the two **(2)** appointees fail to agree upon a Chairman within the time limits the appointment may be made by the Ontario Minister of Labour upon the request of either party.
- 7.03 The decision of the majority of the Arbitration Board shall be the decision of the Arbitration Board, but if there is not a majority decision the decision of the Chairman shall govern. Each party shall pay the remuneration of its appointee and the parties shall jointly pay the remuneration and expenses of the Chairman.
- 7.04 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 7.05 Notwithstanding the foregoing, the Employer and the Union may agree that a grievance be referred to a one **(1)** person board for arbitration. If the Employer and the Union are unable to agree upon a person to act as the Arbitration Board within thirty (30) days of the date of the

referral, the appointment shall be made by the Minister of Labour for Ontario upon the written request of either party.

- 7.06 No matter may be submitted to arbitration which has not been properly carried through the proper Steps of the Grievance Procedure.
- 7.07 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement.

ARTICLE 8.00 NO STRIKES, NO LOCKOUT

- 8.01 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 shall be no strikes, picketing, slowdown or stoppage of work either complete or partial and the Employer agrees that there shall be no lockout. The words "strike" and "lockout" in this Agreement shall mean "strike" and "lockout" as defined in the Labour Relations Act.

ARTICLE 9.00 HOURS OF WORK AND OVERTIME

- 9.01 This Article provides the basis for the calculation of time worked and shall not be construed as a guarantee of the hours of work in a day or a week or guarantee of days of work or otherwise.
- 9.02 The normal work week shall be forty **(40)** hours per week consisting of five (5) consecutive eight (8) hours days - inclusive. However under certain

conditions, **48** hours may be scheduled, where possible by seniority.

The shifts shall be as follows:

Shifts - Days/Afternoons/Nights

Days: Shifts beginning from **4:00** am to **12:00** noon

Afternoons: Shifts beginning from **12:00** noon to **8:00** pm

Nights: Shifts beginning **8:00** pm to **4:00** am

Normally, associates will be scheduled to rotate shifts every two weeks.

Associates may at their request, be granted if warranted a steady shift. Steady shift requests are to be among at least three (3) associates who have chosen to work complementary steady shifts within a job classification. Steady shifts must not disrupt the normal rotation. If more associates request a steady shift and it is not in increments of three (3) associates, any dispute will be solved by seniority. These schedules cannot be rescinded for a period of six (6) months.

9.03 Scheduled Overtime:

Overtime shall be voluntary, unless insufficient skills are available to meet production needs. In these cases overtime will be scheduled. In the event that insufficient associates volunteer within the department the overtime opportunity will then be offered by seniority outside the department to all associates. Where overtime must be scheduled due to insufficient volunteers associates will be scheduled by reverse seniority within classification within the department.

Unscheduled Overtime:

Any overtime available in the first four **(4)** hours of the preceding shift will be offered by seniority within classification within the department to the preceding shift.

Any overtime starting the last four **(4)** hours of a shift will be offered to the senior associate on the next shift within classification within the department.

For the purpose of establishing job classification in the Bakery Department, an associate's job classification is considered to be the job classification they are working in when the overtime occurs. For other departments, overtime will be based on the position they are working when the overtime occurs.

If there is an error in non-assignment of overtime for which the Associate is qualified, the Company will remedy improper assignment with future overtime assignments. Such overtime assignments will be at the Associate's convenience and will be work that does not deprive a senior Associate of overtime.

If the error is brought to management's attention and not rectified, then such Associate shall be compensated for **loss** of wages at the applicable overtime opportunity job classification rate.

In the event that two errors have been made in non-assignment of overtime for an Associate, any subsequent errors in non-assignment of overtime for which the Associate is qualified, will be compensated for at the applicable overtime opportunity job classification rate for all future errors.

- 9.04 Consistent with efficiency of operations, there shall be a one-half (1/2) hour unpaid meal period in each full shift. The meal periods shall be staggered at approximately midshift.
- 9.05 Associates shall be granted a paid fifteen (15) minute rest period during each half shift; breaks will be given one and a half (1 1/2) to three (3) hours from the commencement of the shift.
- 9.06 Overtime at the rate of time and one half (1 1/2) the associate's regular hourly rate shall be paid for all work performed in excess of 40 hours per week.
- 9.07 The company will pay an afternoon and night shift premium of \$.30 per hour for all hours worked.
- 9.08 There shall be no split shifts, and furthermore no associate shall take time off for overtime worked.
- 9.09 Associates who are scheduled to work beyond two (2) hours beyond the regular eight (8) hour shift will receive a paid ten (10) minute rest period prior to the start of the second shift.

ARTICLE 10.00 RATES OF PAY

The Employer agrees to pay and the Union agrees to accept during the term Of this Agreement the wage rates and classifications as set-out in Schedule "A" attached hereto.

10.01	Grade	Job Title	Effective Nov10/08		Effective Nov10/09	
			MIN	MAX	MIN	MAX
	1	Housekeeper Packer Utility Worker (Sanitation)		16.18		16.43
	2	Printer I ProductPalletizer Operalor "B"	16.18	16.66	16.43	16.91
	3	Bread/Table Operator Adamatic Operator Q.A. Tester Table Operator Utility Worker Pizza Packing Operator	16.66	17.10	16.91	17.35
	4	Mixer Scaler Q.A. Inspector Receiver Sanitation Worker Shipper AutomatedPalletizer Operator "A"	17.54	18.00	17.79	18.25
	5	FreezerWarehouse Controller	18.00	18.44	18.25	18.69
	6	Line Coordinator	18.44	18.91	18.69	19.16
		<u>Maintenance Base Wage</u>		27.86		28.11

Lump Sum Payments: Effective November 10, 2008 each associate on the seniority list will receive a **gross \$500** lump sum payment. Effective November 10, 2009 each associate on the seniority list will receive a **gross \$500** lump sum payment.

STARTING RATES

<u>0 - 1400 hours</u>	<u>1401 - 1 Year</u>	<u>1st Anniversary</u>	<u>2nd Anniversary</u>
70% of the rate	80% of the rate	90% of the rate	100% of the rate

• DOES NOT APPLY TO NEW ASSOCIATES HIRED IN THE MAINTENANCE DEPARTMENT

Part Time Students	Effective <u>Nov 13/05</u>	Effective <u>Nov. 14/06</u>	Effective <u>Nov. 13/07</u>
	\$ 8.00	\$ 8.00	\$ 8.00

Part Time Associates will become full time Associates upon completion of 1400 hours worked and will be eligible to receive full benefits at that time. Effective January 1, 2003.

All terms and conditions of the Contract shall apply after probation, except Dental, Extended Health Care Benefits, Life Insurance, and job bidding privileges except as provided below.

Part Time Associates become eligible for pension benefits as per the part time formula after working seven hundred (700) hours in each of two consecutive years of employment.

The Company will have the right to terminate any Part Time Associate(s) within ninety (90) worked days from

date of hire and there will be no right to use the grievance procedure or arbitration for such termination.

Part Time Associates are not entitled to, nor will they accumulate any seniority except as among themselves or until they become Full Time Associates as provided in the agreement.

Following successful completion of the full time probationary period, a Part Time Associate who is hired full time (as above) will be given credit for 100% of all hours worked during part time employment (the seniority date backdated 35 weeks from the date of completion of 1400 hours worked).

If no regular full time Associate bids on a permanent job vacancy, Part Time Associates may bid and shall have preference over probationary associates.

LEADHANDS

Associates performing the duties of a lead hand will be paid \$.50 per hour in addition to the hourly rate of their classification.

APPRENTICE

An Associate with minimum requirements to enter Apprenticeship as defined by The Ministry of Skills Assessment.

PERIOD I:	Grade XII with no experience	60% of MAINT.
PERIOD II:	Grade XII with 2000 hours	70% of MINT.
PERIOD III:	Grade XII with 4000 hours	80% of MINT.
PERIOD IV:	Grade XII with 6000 hours	90% of MAINT.

MAINTENANCE DEPARTMENT- PAY FOR SKILLS PROGRAM

MAINTENANCE RATES

	Effective
	Jan/1/05
MANDATORY LEVEL 1 - Provincial Certificate of Qualification	\$25.64
MANDATORY LEVEL 2 - B Ticket or other approved equivalent (e.g. PLC Certified)	\$.25
MANDATORY LEVEL 3 - Ammonia Training	\$.15
Current Max Rate as of Jan 1/05	\$26.04

SKILL BLOCKS

	Rates
Mandatory Skill Block (as approved by Management)	\$.15
Mandatory Skill Block (as approved by Management)	\$.15
Mandatory Skill Block (as approved by Management)	\$.15
Mandatory Skill Block (as approved by Management)	\$.15

The Refrigeration Chief will receive \$2.50 per hour above the level in which he falls within scale.

Terms and conditions of the Pay for Skills Program refer to letter of agreement.

10.02 In the event the Company creates a new classification during the term of this agreement, the Company and the Union shall meet and agree on the job grade for the new classification. When there is a significant change to the essential duties of an existing classification, the Company and the Union will discuss the need to adjust pay grade.

ARTICLE 11.00 PAID HOLIDAYS

11.01 The following listed paid holidays, regardless of the day on which they fall, will be granted with pay to all associates, provided:

1) Associates who have not completed their probationary period will receive holiday pay on a prorated basis.

2) they work their last full scheduled shift before and full scheduled shift after such holiday

If absent for either or both days in (2) above, the associate must provide the company with medical proof for the day of absence, prior to the first shift worked after the absence.

3) they are on active payroll of the Employer and not on a leave of absence, sick leave, workers compensation or lay-off

New Year's Day

Victoria Day

Labour Day

Christmas Day

Civic Holiday

Corporate Floater

Good Friday

Canada Day

Thanksgiving Day

Boxing Day

Personal Floater

11.02 If any of the above statutory holidays are worked, they shall be paid at *two* (2) times the associate's basic hourly rate for such hours worked in addition to the holiday pay.

If any of the above statutory holidays fall on other than a regular working day, the Employer may designate some other day **as** the day upon which the holiday will be celebrated.

Maintenance and Sanitation associates who are scheduled and work before the regular shift starting time of the statutory holiday will be paid two (2) times their basic hourly rate for hours worked provided they have worked their forty **(40)** hour work week.

The Employer retains the right to schedule the Corporate Floater and Personal Floater according to department and production needs. The associate must request the personal floater at least fourteen (14) days in advance of when they wish to use the personal floater. The company will respond within seven (7) days of the date requested by the Associate.

ARTICLE 12.00 VACATIONS

12.01 Vacations with pay shall be granted to all associates covered by this Agreement on the following basis:

CONTINUOUS SERVICE REQUIREMENT (ON ANNIVERSARY DATE)	VACATION ENTITLEMENT EARNINGS	VACATION PAY AS PERCENTAGE OF
Less than 5 years of service on anniversary date	2 weeks	4% of gross earnings
5 years or more but less than 12 years	3 weeks	6% of gross earnings
12 years or more but less than 20 years	4 weeks	8% of gross earnings
20 years or more but less than 30 years	5 weeks	10% of gross earnings
30 years or more	6 weeks	12% of gross earnings

"Earnings" for the purpose of this Article means the aggregate of the following, paid during the twelve month period of the previous calendar year (January 1st to December 31):

- a) wages for hours actually worked including overtime;
- b) bereavement pay;
- c) jury duty pay;
- d) plant holiday pay;
- e) call-in pay; and
- f) reporting pay

Associates who work less than 1600 hours in the preceding year will receive the pro-rated vacation entitlement according to actual hours worked in the preceding year, corresponding to vacation monies paid.

12.02 Vacation preference will be based on the seniority of the associates within the job classification.

All associates will be asked to schedule their vacation preference and will be restricted to initially schedule a maximum of two weeks vacation during the months of June, July & August. Once the initial requests for two weeks have been completed, associates entitled to three (3) or more weeks of vacation, can then choose their additional weeks of vacation, by seniority.

All vacation time must be taken within the calendar year. The vacation year will run from January 1st to December 31st.

The Company will endeavour to schedule vacations at a mutually convenient time but the Company retains the right to schedule an associate's vacation based on the workload and needs of the department.

In the event the Company shuts down the plant for one (1) week, vacations will be scheduled.

In the event the Company shuts down the plant for two weeks of more, Associates shall have the option to take one (1) of the shut down weeks without pay. Such week shall be designated by the Company.

12.03 Each Department will **post** a general announcement in December requesting associates to determine their vacation preference for the following year. The Department shall finalize and post vacation schedules by April 1st, and once posted, such schedule is not subject to change on the request of any associate, except with the consent of the Employer.

ARTICLE 13.00 BEREAVEMENT PAY

13.01 The Company recognizes the need for bereavement leave in the event of the death of a member of an associate's immediate family, to attend the funeral and to deal with personal matters. Accordingly, the Company shall grant up to three (3) consecutive working days off to an associate with pay at his regular straight time hourly rate in case of such death. For the purpose of this section, the expression "immediate family" means - father, stepfather, mother, stepmother, son, stepson, daughter, stepdaughter, spouse, brother, sister, mother-in-law, and father-in-law and grandchildren. The only common-law relationships recognized are those of common-law spouse, and the sons and daughters of such spouse.

The Company shall grant up to one (1) working day's leave with pay to attend the funeral for persons other than the immediate family. This includes grandfather, grandmother, the associate's spouse's brother, the associate's spouse's sister, son-in-law and daughter-in-law.

The Company will grant a one day compassionate leave with pay for any Associate who has a member of their immediate family die and, who is unable for any reason to attend the funeral.

ARTICLE 14.00 SENIORITY

- 14.01 Seniority as referred to in the Agreement shall mean length of continuous service with the Employer, from the associate's last date of hire. Subsequent to the signing of this Agreement, and every six (6) months thereafter, a seniority list shall be posted by the Employer. Associates will have two (2) weeks following such posting to clarify any disputes with respect to such seniority after which the list shall be accepted by the Union and all associates as correct. A copy of such lists shall be sent to the Union office.
- 14.02 It is understood that all members of the bargaining unit employed by the Employer as of the date of execution of this Agreement shall receive full recognition for any service which may have been earned for all purposes under this Collective Agreement.
- 14.03 An associate shall be considered on probation and shall have no seniority until he has worked ninety (90) working days in the bargaining unit. Upon completion of such period, the associate will be placed on the seniority list as of his last date of hire. An associate on probation shall hold no seniority and the employer shall have the right to discharge, demote, suspend, reprimand, lay-off, or otherwise discipline.

The Company shall train new hires for a two (2) week period throughout the operations in packing positions only. These associates shall be trained outside of seniority and at no time during this training period shall any of these associates be used by the company as part of the regular crewing standards for production.

An associate on probation shall hold no seniority and the employer shall have the right to discharge, demote, suspend, reprimand, lay-off, or otherwise discipline. A probationary associate shall have no recourse to the Grievance or Arbitration Procedures. Any such discipline shall be deemed to be for just cause and shall be deemed not to be a difference between the parties.

- 14.04 a) When filling permanent vacancies and on lay-offs, if there is any choice to be made between two (2) associates who are otherwise relatively equal the associate having the greater seniority shall receive the preference.
- b) Recalls from lay-off will be conducted by seniority if the associate is capable of doing the job.
- c) When an unanticipated event causes the work force to be reduced for 24 hours or less, lay-offs will be departmental, by seniority provided those associates are capable of performing the duties required.
- d) In the event of a permanent shutdown or downsizing, layoffs will be conducted by seniority in the following manner; junior associates will be laid off, the subsequent vacancies will be filled by associates who have the required skills. Any remaining vacancies will be filled, by seniority.
- e) When the **work** force is reduced for more than 24 hours, associates will be laid-off "plant-wide" by seniority with the same provisions as outlined above, making it possible to transfer an associate with seniority to the classification and job of an associate in another

department with lesser plant-wide seniority, provided the associate has the required skills.

f) In the event of a permanent downsizing or closure of all or part of the operation which would result in the layoff of more than 20 associates, the Company and Union will meet to address the issues of severance and other matters arising from the layoff.

g) For the purposes of this Article, jobs will be considered "SKILLED (requiring specific skills and training) and "UNSKILLED (requiring little training to perform the job). The term "SKILLED" *is* not to be construed as lending any additional value to the classification in which the job falls.

The following **jobs** will be considered "UNSKILLED":

HOUSEKEEPER
UTILITYWORKER - SANITATION
PACKER
PRODUCTPALLETIZER

14.05 JOB POSTINGS

Full-time associates may apply for permanent job openings as provided in this Article.

A. All permanent openings in jobs covered by this Agreement will be posted (on the bulletin boards) for a period of **at least five (5)** full working days. The notice shall include the job classification, department (for information purposes only), **shift** and rate.

B. There will be a maximum of three (3) **postings** for a vacancy -the original posting to fill the vacancy and the two (2) subsequent **postings** for the vacancies created. Any further vacancy that occurs after the second subsequent posting may be filled by the Employer without posting.

C. **Associates** may bid on these jobs, the associate with the greatest plant seniority and who is most qualifiable, as determined by the Company, shall take the posted position. If an associate is selected for more than one posting simultaneously, then they have their choice.

Associates wishing to withdraw their application for a job posting must do so in person in the Human Resources Department before the job posting period expires.

Associates holding a relief position will be allowed to withdraw their names from their relief position, **as** posted in November of each year. Open positions will then be posted for a two (2) week period in December each year.

The successful associates and those who retain relief positions will not be allowed to remove their names until the following November, unless substantiated medical proof or a reason approved by the Company.

However, for jobs involving maintenance technical skills, bids will only be considered if the associate possesses the minimum skills required based upon prior experience. Associates bidding on a job involving maintenance technical skills, who are not selected due to the fact that they lack the minimum skills required as provided for above, will not be eligible for future **job postings** involving

technical skills until they can demonstrate, to the Company's satisfaction, that they have upgraded their **skills** from the date of their last bid **on** such job opening. Associates interested in a job opening shall sign the job posting. The Associate selected will be assigned to the job as soon as practicable.

D. The associate's record shall be considered as part of the qualifications when an associate bids for **a** job. Associates who are currently on a **FINAL WARNING** will be ineligible to bid.

E. Associates selected to **fill** job openings will have a period of time to qualify. If an associate fails to qualify, he will return to his former job.

F. Associates who have accepted a job posting must remain on the job classification for a minimum of six (6) months, unless successfully posted to **a** higher grade.

G. A list indicating each Associate's job classification and qualifications shall be posted at the beginning of each January. Associates will have two (2) weeks from the date of posting to advise their supervisors if the information *on* the list is not correct.

H. The Company may post temporary vacancies to a maximum of six (6) month period. **If** warranted the Company and the Union will meet to discuss an extension of the temporary posting.

- 14.06 An **associate will lose his** seniority and his employment with the Employer shall be terminated, for any of the following reasons:
1. Voluntarily quits;
 2. **Is** discharged for just cause;
 3. If he is laid off and fails to return to work within five **(5)** working days after he has been notified to do **so** by registered mail to his last known address;
 4. **Is** laid off for a period equal to his length of service on date of lay-off or twelve (12) months, whichever is lesser;
 5. **If** he over stays a leave of absence or vacation, unless a reason acceptable to the Employer is given;
 6. **If** he uses a leave of absence for a purpose other than the one given **to** the Employer;
 7. Retires:
 8. **Is** absent from work for more than three (3) consecutive working days without authorization from his Employer;
 9. Fails to return from an approved medical disability when the medical authority indicates he can return to work;
 10. If he is off work for any reason for more than twelve (12) months, except in cases of Worker's Compensation in which case the period will be extended to twenty-four **(24)** months.

14.07 Associates who are on lay-off shall be deemed not to be active associates and shall not be eligible for any pay or benefits under this Agreement other than their right to recall. Associates who are off work because of sickness or accident shall not be eligible for statutory holiday pay or vacation pay or any other pay or benefits except those to which they are expressly entitled under this Agreement.

14.08 If an associate finds he is unable to report for work he shall notify his Supervisor or if that person is unavailable, another supervisor, one (1) hour before the commencement of his shift.

ARTICLE 15.00 ASSOCIATE PHONE NUMBERS & ADDRESSES

15.01 It shall be the duty of each associate to notify the Employer promptly of any change in address and/or phone number. If an associate shall fail to do this, the Employer will not be responsible for failure of a notice to reach such associate.

ARTICLE 16.00 LEAVE OF ABSENCE

16.01 The granting of leaves of absence is discretionary. The Employer may at his sole discretion grant a leave of absence without pay for a legitimate personal reason. A request for a leave of absence must be made in writing and must set forth clearly the reason for the request, the commencement and termination dates of such leave. The request for a leave of absence shall be made **at** least fourteen (**14**) days prior to the proposed commencement date.

The Company contribution to the Associate's benefit plans will terminate on the first of the month following the granting of such leave of absence.

The Associate may submit the appropriate contribution to the designated party and thereby continue his coverage in the respective benefit plan.

16.02 Pursuant to Article **16.01**, the Employer will grant leave of absence, without pay or **loss** of seniority to a delegated bargaining unit member or members to attend Union Conventions or Conferences, provided that the production of the Employer is not affected and that the leave **so** requested will be kept to a minimum.

16.03 When the Company grants leave of absence, it shall be in writing and shall set out the length of the leave of absence granted and the purpose of it.

16.04 The Company agrees to allow a Leave of Absence for up to 1 year **for** 1 Associate at a time for the purpose of Union Business.

ARTICLE **17.00** HEALTH AND SAFETY

17.01 The Union and the Company will co-operate in the enforcement of Company safety rules and regulations.

ARTICLE **18.00** BULLETIN BOARD

The Employer agrees to provide a bulletin board for the **sole** use of the Union to post notices to the associates. All material that the Union desires to post must have the prior approval **of** the Human Resources Manager or designate.

All material to be posted shall be initialled and posted by the Human Resources Manager or designate. Such approval will not be unreasonably withheld.

ARTICLE 19.00 JURY OR WITNESS DUTY

- 19.01 When an associate, who has completed his probationary period, is called upon to serve on a jury or is summoned as a witness, the Employer shall pay the difference between the fee received from the Crown and the associate's regular wage rate.
- 19.02 Associates required by the Employer to appear in court as a witness in any case directly affecting the Employer will be paid in the same manner **as** set out above.

ARTICLE 20.00 TEMPORARY ASSIGNMENTS

- 20.01 An associate temporarily assigned to a higher job classification will receive that rate of pay for the duration of the assignment. Such assignments must be offered daily on the basis of departmental seniority and proper qualifications.

A bargaining unit associate may be assigned to a Relief Team Leader position (outside the bargaining Unit) to relieve for illness and/or vacation for up to six **(6)** months per calendar year without **loss** of seniority or accrued benefits.

An associate temporarily assigned to a lower job classification will receive their regular rate of pay. For assignments exceeding two working days the associate will receive the rate of the job classification to which he has been transferred.

ARTICLE 21.00 CALL BACK ALLOWANCE

If an associate has completed his day's work and has left the Company premises and is subsequently called back to work by the Employer, he shall be paid a minimum of three (3) hours pay at one and a half (1 1/2) times his normal straight time hourly rate.

If the associate refuses to stay at work when the emergency work is completed, the provision does not apply and the associate will receive pay for his actual time worked.

In the event an associate reports to his regularly scheduled shift and is sent home due to a lack of work, the associate will receive three (3) hours reporting pay based on the straight time rate for his classification or pay for work performed whichever is the greater. Reporting pay will not be paid if the company has made a reasonable effort to contact the associate before the start of the shift that there is no work available or if the lack of work is due to an act of God, fire, lightning, power failure, weather or any other act beyond the control of the company.

ARTICLE 22.00 SAFETY FOOTWEAR & COMPANY SUPPLIED CLOTHING

22.01 (a) The employer agrees to reimburse each associate who has completed his probationary period an amount each year for the purchase of safety shoes, as outlined in Appendix "C".

(b) The Employer agrees to supply all uniforms as outlined in the recommendations of the Uniform Project Improvement Team.

ARTICLE 23.00 GENERAL BENEFIT PROGRAMME

(a) The Company agrees to pay for the premiums for the insurance policy which provides the Benefits as outlined in the Group Insurance Booklet.

(b) The Company retains the right to change insurance carriers within the term of this Agreement.

(c) The Company retains the right to request that associates attend the Company Medical Advisor, if required.

(d) Amendments outlined in Appendix "B".

ARTICLE 24.00 WAGES AND CLASSIFICATIONS

(a) The Wage Schedule and Classifications shall be as set out in Article 10.00 which forms part of this Collective Agreement.

ARTICLE 25.00 DURATION OF AGREEMENT

The term of this Agreement shall be for three (2) years from the date of ratification to the 9th day of November, 2010 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

Dated in Fort Erie, ON., on the 6th day of February 2008.

**RICH PRODUCTS OF
CANADA, LIMITED**

**CANADIAN AUTO WORKERS (CAW)
LOCAL 462**

Bob Poch

Doug Orr CAW National

Jim Stokes

Don Woodcock

Rory Barber

Ray Kennv

Joanne Sovar

Elijah Lever

Sal Meija

Nathan VanNatter

Chris Newman

APPENDIX 'A'

The Company agrees to maintain the Group Insurance coverage's that were in effect as of ratification. The specific application and administration of all insurance benefits and all matters with respect to the insurance programs shall be governed by the terms of the contract or contracts with the insurance carrier or carriers and are the sole responsibility of the Company.

Life Insurance:

Life insurance is equal to one and a half times annual salary.

Accidental Death & Dismemberment:

Accidental death and dismemberment insurance is equivalent to amount of life insurance.

Weekly Indemnity:

Weekly indemnity insurance available after exhaustion of sick days at 66 2/3% pay to a maximum of \$694.00 weekly for a maximum period of 15 weeks, effective January 1, 2006.

Vision Care:

The Company agrees to include in the \$200 vision care benefit, eye exams for each associate and qualified dependant to a maximum of \$80.00 every two years, effective January 1, 2006.

Hospitalization:

Semi – private

Major Medical:

Including a prescription drug plan, \$7.50 co-pay.

Basic Dental Coverage:

\$1,000 per calendar year.

Company Pension Plan:

Defined benefit pension plan with employer contributions only. Retirement benefit is the total amount of pension accrued in each year of service. To become eligible, the associate must have completed **1400** hours of employment.

<u>Credited Service</u>	<u>Amount</u>
Prior to 1990	\$15.00
January 1, 1990 to December 31, 1993	\$17.50
January 1, 1994 to December 31, 1997	\$18.00
January 1, 1998 to December 31, 2000	\$18.50
January 1, 2001 to December 31, 2001	\$19.00
January 1, 2002 to December 31, 2002	\$20.00
January 1, 2003 to December 31, 2004	\$21.00
January 1, 2005 to December 31, 2006	\$22.00
January 1, 2007 to December 31, 2007	\$23.00
January 1, 2008 to December 31, 2008	\$24.00

Once an associate is qualified to join the Company Pension Plan, he will become fully vested upon completion of two **(2)** full years in the Pension Plan.

1. DENTAL: Effective January 1, 1992, the 1991 ODA Fee Guide will be in effect.

In each successive year of the contract, the Fee Guide will be "current minus one year".

2. SICK LEAVE: Effective January 1, 1992, three (3) sick days per year, accumulative to a maximum of 75 days, any unused sick days at the end of the calendar year, will be at the associate's option, be paid out or banked. Banked sick days may only be used in the case of medically substantiated illness and are not subject to pay out.

Associates employed more than two (2) years will be eligible for the payment of sick leave without medical certification from the first day of absence provided the Associates attendance is less than 3% for the previous twelve (12) months.

New regular full time Associates will be eligible for sick days as follows:

<u>Month of Hire</u>	<u>Sick Days</u>
January, February, March	2 days
April, May, June	1 day
July - December	0 days

APPENDIX 'B'

A) SAFETY FOOTWEAR:

The following is the schedule of the maximum reimbursement for the purchase of safety shoes to all Associates who completed their probationary period.

Effective Jan. 1/06: \$90.00