

THIS AGREEMENT made this <sup>6<sup>th</sup></sup> day of <sup>October</sup> Anno Domini, One Thousand Nine Hundred and Ninety-Seven.

BETWEEN:

IPL PROCESSING LIMITED

of the one part;

AND

THE NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES,  
a body corporate organized and existing under the laws of the Province of  
Newfoundland and having its registered office in the City of St. John's  
aforesaid (hereinafter called the "Union");

of the other part;

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and  
covenants, conditions, stipulations, and provisions herein contained, the parties hereto  
agree as follows:

**TABLE OF CONTENTS**

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	Purpose of Agreement	5
2	Definitions	5
3	Recognition	7
4	Employee Rights	8
5	Management Rights	8
6	Checkoff	8
7	Maintenance of Membership	8
8	Grievance Procedure	9
9	Strikes and Lockouts	12
10	Wages	13
11	Hours of Work and Overtime	13
12	Holidays	15
13	Compassionate Leave	16
14	Vacation	17
15	Reporting for Duty	20
16	Arrangement of Work Force	20
17	Callback	21
18	Workers' Compensation	21
19	Probation	22
20	Seniority	22
21	Time Off for Union Business	25
22	Rest Periods	26
23	Safety and Health	27
24	Temporary Assignment	27
25	Travel on Company's Business	28
26	Union Notices	29
27	Tools and Clothing	29
28	Sick Leave	30
29	Group Insurance and Pension Plans	32
30	Maternity Leave/Adoption Leave/Parental Leave	32
31	Personal Files	33
32	Special Leave	34
33	Discrimination	35
34	State of Emergency	35
35	Labour Management Committee	36
36	Amendment by Mutual Consent	37
37	Duration of Agreement	37
38	Pay Period	38
39	Technological Change	38
40	Termination of Employment	39
41	Discipline	40
42	General Provisions	40

<u>Article</u>	<u>Subject</u>	<u>Page</u>
43	Criminal or Legal Liability	41
	Schedule "A" - Implementation Formula & Pay Scales	43
	Memorandum of Agreement	45

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Company, the employees and the Union, to **set forth certain** terms and conditions of employment relating to remuneration, hours of work: employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 In the event that there is conflict between the contents of this Agreement, including all memorandums of understanding, letters of intent, attached appendix and schedules, and any regulation made by the Company, the contents of this Agreement, including the above referred to attachment, shall take precedence over the said regulations.
- 1.03 No employee covered **by** this Agreement shall be required or permitted to make a written or oral agreement with the Company or its representatives which **may** conflict with the terms of **this** Agreement.
- 1.04 In the event that any law passed by the Government of Newfoundland or Canada renders null and void or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

ARTICLE 2

DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "bargaining unit" means the bargaining unit as recognized in accordance with Article 3,
  - (b) "classification" means the identification of a position by reference to a class title and pay range number.
  - (c) "day" means a working day unless otherwise stated in this Agreement.

- (d) "day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his position other than:
  - (i) a designated holiday;
  - (ii) a calendar day on which the employee is on **leave** of absence.
- (e) "employee" means a person who is employed in a classification falling within the bargaining unit.
- (f) "holiday" means the twenty-four period commencing at 12:01 a.m. of a day designated as a holiday in this Agreement.
- (g) "notice" means notice in *writing* which is hand delivered or by registered mail.
- (h) "part-time employee" means a person who works less than the full-time number of working hours in each working day or less than the full-time number of working days in each work **week**.
- (i) "**permanent** employee" means a person who has completed his probationary period and is employed on a full-time basis without reference to any specific date of termination of service.
- (j) "Plant Manager" - means the Operations Manager of the IPL Processing Limited.
- (k) "seniority" means length of service with the Newfoundland Farm Products Corporation (NFPC) and IPL Processing Limited (the **Company**).
- (l) "**service**" means any period of employment either before or after the date of signing of this Agreement in respect of which **an** employee is in receipt of salary or wages from NFPC or **the** Company and includes periods of special leave without pay not exceeding twenty **(20)** working days in the aggregate in any year unless otherwise specified in this Agreement.
- (m) "temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on completion of such work but does not include seasonal or probationary employees.
- (n) "Employer" -means IPL Processing Limited.
- (o) "Company" means IPL Processing Limited.

2.02 For the purpose of this Agreement, the male shall be deemed to include the female and vice versa.

### ARTICLE 3

#### RECOGNITION

3.01 The Company recognizes the Union as the sole and exclusive bargaining agent for the classes of employees listed in Schedule "A" of IPL Processing Limited.

3.02 When new classifications are developed, the Company agrees to consult with the Union as to whether such classifications should be included in the bargaining unit. Should the Union and the Company be unable to agree, the matter shall be referred to the Labour Relations Board.

3.03 (a) Subject to Clause 3.03 (b), the classifications and rates of pay included in this Agreement shall not be changed during the life of the Agreement, except by the mutual consent of the parties to this Agreement.

(b) If any new classifications coming within the bargaining unit are created during the term of this Agreement, the following procedures shall apply:

(i) The Company will immediately notify the Union in writing as to the nature of the new classifications together with the rate of pay;

(ii) The Union, after consultation on the Company's position, will respond in writing outlining its acceptance or reasons for rejection of the Company's position within ten (10) working days of receipt of the above notification;

(iii) If there is failure to agree upon the rate of pay for the wage classifications, the matter shall be submitted to arbitration. In this connection, it is understood that while an arbitration decision is pending the Company retains the right to hire at the new job rate initially set by the Company.

(c) Employees will retain their existing pay rate in the event of demotion, except in cases of a voluntary demotion.

**ARTICLE 4**

**EMPLOYEE RIGHTS**

- 4.01 Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to the Operations Manager.

**ARTICLE 5**

**MANAGEMENT RIGHTS**

- 5.01 All functions, rights, powers and authority which the Company has not specifically abridged, delegated or modified by this Agreement, are recognized by the Union as being retained by the Company.

Should a question arise as to the exercise of management's right in conflict with the specific provisions of this Agreement, failing agreement by the parties, the matter shall be determined by the Grievance and Arbitration Procedure.

**ARTICLE 6**

**CHECKOFF**

- 6.01 The Company agrees to deduct from the wages of each employee the amount of membership dues or other assessments as stipulated and forward same monthly to the Union accompanied by a list of employees showing the contribution of each.

**ARTICLE 7**

**MAINTENANCE OF MEMBERSHIP**

- 7.01 The Company agrees that all employees, who at the date of the signing of this Agreement, were members of the Union and those employees who became members after the signing of this Agreement, shall, as a condition

of employment, maintain their membership in the Union.

- 7.02 Employees hired subsequent to the date of the signing of this Agreement shall, as a condition of employment, become members of the Union.
- 7.03 The Company agrees to provide new employees with the following information:
- (a) duties and responsibilities;
  - (b) starting salary and classification;
  - (c) terms and conditions of employment;
  - (d) a copy of the collective agreement;
  - (e) a Shop Steward shall be informed of all new employees hired by the Company.

#### ARTICLE 8

#### GRIEVANCE PROCEDURE

- 8.01 It is agreed that it is of mutual interest to both the Company and the Union that any grievance arising over the application, interpretation or alleged violation of any of the terms of this Agreement, including a question as to whether a matter is arbitrable, be settled as expeditiously as possible in accordance with the procedure set forth hereunder.
- 8.02 The Union will appoint and the Company will recognize a committee of three (3) members, all regular employees of the IPL Processing Limited to deal with complaints and grievances. This committee shall be known as the Grievance Committee. The Union shall inform the Company in writing of the names of the committee members.
- 8.03 All grievances shall be processed without stoppage of work according to the following procedures:
- An employee who has a grievance shall first present his grievance verbally to the Foreman concerned, within three (3) working days of the occurrence or discovery of the alleged grievance and the Foreman shall render his



decision within three (3) days of the receipt of the grievance. Such an employee may be accompanied by a Shop Steward or the Shop Steward may initiate the grievance on behalf of the employee.

In **the** case of Clerical and Sales Staff, the grievance shall be verbally presented to the Supervisor.

Step II:

Should the verbal decision given under Step I not be acceptable, the employee, accompanied by a member of the Grievance Committee, may, within five (5) days, discuss the matter with the Operations Manager or his designated representative. The Company may require that a grievance presented at this stage be in writing and that full details of the alleged grievance be provided. The Operations Manager or his designated representative shall, within five (5) days, render his decision to the aggrieved employee.

In **the case** of Clerical Staff, the matter shall be discussed with **the** Finance and Administration Officer and in the case of Sales, **the** Sales and Marketing Manager.

Step III:

If **the** employee fails to receive a satisfactory answer to his/her grievance within five (5) days **after** the filing of the grievance at Step 2, he/she may, within a further five (5) days submit his/her grievance in writing to **the** General Manager of Processing who, for the purpose of investigating the grievance, shall form a Committee consisting of four (4) persons, comprising **an** equal number of Employer **and** Union representatives. The Union shall appoint its two (2) representatives **to** the committee. One of **the** Employer's representatives shall chair the meeting(s). **The** Committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within ten (10) days of receipt of the grievance. **The** Committee's report shall consist of the joint decision of the Committee where the Committee members agree **to** a solution. IF the matter is not mutually resolved by **the** Committee, then the Employer's representatives **will** send their position, along with a brief summary of the Committee's deliberations, to the grievor, with a copy being sent to the Union.

Step IV:

If, after exhausting the foregoing procedures, the grievance has not been settled, either party may, within five (5) days, notify the other party, in writing, of its desire to submit the matter to arbitration.

8.04 Sole Arbitrator

Subject to Clause 8.05 where either party refers a dispute to arbitration, it shall be dealt with by a mutually agreed upon sole arbitrator. In the event of their failure to agree, the arbitrator shall be appointed by the Chair of the Labour Relations Board.

8.05 Arbitration Board

Where a grievance involving a question of general application or interpretation is referred to arbitration, either party may, in its notice of such action or in response to such notification (whichever is appropriate), notify the other party that it wishes to have the dispute dealt with by an arbitration board composed of three (3) members.

8.06 The party giving notice under Clause 8.05 shall concurrently name an arbitrator and shall notify the other party of the name and address of its appointee. If the party giving such notice is not the party referring the dispute to arbitration, the notification will be given within five (5) days of receipt of notice that the matter is being referred to arbitration.

8.07 The party to whom notice is given under Clause 8.05 shall, within five (5) days, name an arbitrator and shall notify the other party of the name and address of their nominee.

8.08 The appointees of the parties nominated in accordance with Clauses 8.06 and 8.07 shall, within seven (7) days of the appointment of the last named appointee by either party, select a chairman upon whom they both agree. In the event of their failure to agree, the chairman shall be appointed by the Chairman of the Labour Relations Board, who shall make such an appointment from the Panel of Arbitration Chairmen developed by the Newfoundland Labour-Management Co-operation Committee.

8.09 No person who has any pecuniary interest in the matters referred to an arbitration board, or who is acting or who has, within a period of six (6)

months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties. shall be appointed to or act as a member of an arbitration board.

- 8.10 Arbitration awards shall be final and binding on both parties.
- 8.11 A sole arbitrator or board shall have the power to amend disciplinary measures imposed by the Company but the arbitrator or arbitration board may not alter, modify or amend any provision of this Agreement.
- 8.12 Each party shall pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the arbitrator/board chairman.
- 8.13 Where a dispute involving a question of general application or interpretation occurs, Steps I and II of the grievance procedure may be bypassed.
- 8.14 The above-mentioned time limits may be extended in individual cases by the consent in writing of both parties to this Agreement.

#### ARTICLE 9

#### STRIKES AND LOCKOUTS

- 9.01 The Union agrees that during the life of this Agreement there shall be no strikes, suspension or slowdown of work, picketing or any other interference with the Company's business, and to this end, the Union will take affirmative action to prevent any employee covered by this Agreement from going on strike or suspending or slowing down his work or picketing, or otherwise interfering with the Company's business. The Company agrees that there shall be no lockout of employees during the term of this Agreement.
- 9.02 It is agreed that there shall be no strikes by or lockout of employees during the course of negotiation for renewal or extension to this Agreement until an attempt has been made in good faith to settle any differences.


ARTICLE 10

WAGES

10.01 Wage rates for all employees covered by this Agreement shall be as set forth in Schedule " A and will become effective from the dates set forth therein.

Wage rates including pay equity adjustments for all employees covered by this Agreement shall be as set forth in Schedule "A" and shall be effective from the date of signing.

10.02 There shall be a wage re-opener for all employees subject to profitable operations a year from ~~the signing date of this Agreement.~~

June 17, 1997 

ARTICLE 11

HOURS OF WORK AND OVERTIME

1 01 (a) The full-time work week for Plant workers shall be **forty** (40) hours and the full-time work day shall **be** eight (8) hours. The full-time work week for office workers and salesmen shall be thirty-five (35) hours and the full-time work day shall be seven (7) hours. Subject to 20.03 (a), the hours of work for permanent employees will not be reduced without mutual consent.

(b) The Employer shall, within twelve (12) months effective from the date June 17, 1997, review the feasibility of increasing Office and Sales Staff from thirty-five (35) hours a week to **forty** (40) hours a week.

11.02 An employee in the Plant who is required to work in excess of eight (8) hours in any one day shall be paid time and one-half (1 1/2) his regular rate for all excess hours. In the case of employees working thirty-five (35) hours per week, hours in excess of seven (7) hours in any one day shall be paid time and one-half (1 1/2) his regular rate for all excess hours,

11.03 An employee who is required to work on his scheduled day or days off shall be paid time and one-half (1 1/2) his regular rate.

- 11.04 There shall be **no** accumulating of overtime premiums for the same hours worked but the highest single premium shall apply.
- 11.05 Subject to Clause 11.06, an employee who is required to work two (2) or more hours beyond his regular working hours shall be entitled to a meal allowance of ten dollars (\$10.00) effective signing date of this Agreement.
- 11.06 If the employee is notified, prior to leaving work, of scheduled overtime for the following day, the provisions of Clause 11.05 shall not apply.
- 11.07 Overtime will be distributed as equally **as** possible on a seniority list rotation among employees in the **same** classification and employees within the **operational** unit affected who can perform the duties required.
- For the purpose of this Clause, operational unit **shall** be defined as follows:
- Poultry Kill Unit
  - Poultry Pack Unit
  - Shipping Unit
  - Maintenance Unit
  - Engineering Unit
  - Plant Cleaning Unit
  - Janitor/Laundry Unit
  - Supplies and Receiving
  - Office Unit
  - Sales Unit
  - Deboning Unit
  - Further Processing Unit
- Where employees **are** required to perform overtime outside their **own** unit such work shall be distributed **as** equally as possible on a seniority list rotation. Where overtime is required, employees will receive the rate for the position or their **own rate**, whichever is greater. Where overtime **is** voluntary, employees will receive the rate for the position.
- 11.08 Payment for overtime worked in accordance with Clause 11.02 will be payable at the nearest highest fifteen (15) minute unit.
- 11.09 Employees required to work during the meal break will be paid the applicable overtime rate for the period worked and, in addition, shall be provided **an** additional meal period in which to consume the meal.

- 11.10 The work schedule may be altered to facilitate the efficient operation of the Plant, but there shall be no split shifts. The Employer agrees that, except by mutual consent, the work schedule shall *not* be changed without twelve (12) hours' notice to the employee.
- 11.11 An employee shall not be required to lay-off during scheduled hours to equalize any overtime worked.
- 11.12 Employees requested and/or scheduled to work overtime hours and who report to or remain at the plant following the regular work day or work week, and who are advised that the overtime hours have been cancelled or are no longer available, shall be paid three (3) hours at premium rates.
- 11.13 Effective March 31, 1991, employees will be paid an additional thirty-three cents (33¢) per hour for working on the 1600 hours to 2400 hours shift, and the 2400 hours to 0800 hours shift. The thirty-three cents (33¢) premium will also be paid for shifts of which one-half (1/2) overlaps the above-noted shifts.

## ARTICLE 12

### HOLIDAYS

- 12.01 All employees, not on lay-off, leave of absence without pay or Workers' Compensation, shall be entitled to the following paid holidays:
- (a) New Year's Day
  - (b) Good Friday
  - (c) Commonwealth Day
  - (d) Canada Day
  - (e) Regatta Day
  - (f) Labour Day
  - (g) Remembrance Day
  - (h) Christmas Day
  - (i) Boxing Day
  - (j) Current practice for Christmas Eve and New Year's Eve will continue.
- 12.02 If any of the above-mentioned days falls on a Saturday or Sunday, the day

proclaimed in its stead shall be observed.

12.03 An employee who is required to ~~work~~ on any of the above-mentioned holidays shall receive, in addition to his regular rate, pay at one and one-half (1 <sup>1</sup>/<sub>2</sub>) times his regular rate.

12.04 When a calendar day designed as a holiday under this Article coincides with an employee's day of rest, ~~the~~ employee shall receive one (1) day off in lieu of the holiday at a later date to be mutually agreed with the Operations Manager, or pay for one (1) day in lieu thereof.

Where the aforementioned one (1) day ~~off~~ in lieu is not granted within **two (2)** months after the holiday in question the employee will be paid accordingly, **unless** mutually agreed otherwise between the employee and the Operations Manager.

In the case of Clerical Staff, such shall be mutually agreed with the Finance and Administration Officer. and in the case of Sales Staff, the Sales and Marketing Manager.

12.05 When a calendar day designated as a holiday under this Article coincides with an employee's day of rest, and the employee is required to ~~work~~ on that day, ~~the~~ employee shall receive two (2) hours pay for each hour worked on that day. In addition, the employee shall receive one (1) hour off for each hour worked at a later date to be mutually agreed with the Plant Manager, or shall receive pay accordingly.

Where such ~~time off~~ is not granted **within two (2)** months after ~~the~~ holiday in question, the employee will be paid accordingly, unless mutually agreed **otherwise** between the employee and the Operations Manager.

### ARTICLE 13

#### COMPASSIONATE LEAVE

13.01 Subject to Clause 13.02, an employee shall be entitled to compassionate leave with pay as follows:

- (a) In the case of the death of an employee's mother, father, brother, sister, child, **spouse**, common-law spouse, grandmother, grandfather,

grandchild, mother-in-law, father-in-law, or any relative living in the same household, three (3) consecutive days;

- (b) In the case of the death of a son-in-law, daughter-in-law, brother-in-law, or sister-in-law. one (1) day.

**13.02** If the death of a relative referred to in Clause 13.01 (a) occurs outside the Province, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.

**13.03** In cases where extraordinary circumstances prevail, the Company may, at its discretion, grant special leave for bereavement up to a maximum of two (2) days in addition to that provided in Clauses 13.01 and 13.02.

**13.04** Payments for leave under Clauses 13.01 and 13.02 and 13.03 will be made only in respect of absence from work on the regular work days of an employee.

**13.05** If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

#### ARTICLE 14

#### VACATION

**14.01** Vacation entitlement will be based upon service computed in the year in which the vacation is taken.

**14.02** Temporary employees shall, upon employment, be given an option with respect to annual leave as follows:

- (a) Subject to Clause 14.07, to carry over any unused annual leave which he may have to his credit at the end of his employment period;
- (b) To receive payment for annual leave on a regular basis throughout his employment; or



- (c) To receive payment for annual leave at the end of the employee's employment term.

It shall be the responsibility of the employee to advise the Company in writing within two (2) weeks of employment as to which option is to be exercised. If no option is exercised, the Company will apply option (b) above.

- 14.03 (i) For employees on staff at the date of signing this collective agreement:
- (a) An employee with **less** than ten (10) years of service shall accrue vacation entitlement at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month.
  - (b) An employee with more than ten (10) years of service shall accrue vacation entitlement at the rate of one and two-thirds days ( $1\frac{2}{3}$ ) per month.
  - (c) **An** employee with more than twenty-five (25) years of service shall accrue vacation entitlement at the rate of two and one twelfth ( $2\frac{1}{12}$ ) days per month.
  - (d) **The** Company may allow the employee to anticipate vacation to the **end** of the year concerned in (a), or (b), or (c) above.
  - (e) Employees shall be allowed to **take** their full amount of accumulated vacation in one period without any interruption unless otherwise mutually agreed.
  - (f) The current practice in relation to the accumulation of a year of service with respect to permanent, temporary and part-time employees will continue.
- 14.03 (ii) For employees hired after the date of signing of this collective agreement:
- (a) An employee with less than five (5) years of service shall accrue vacation entitlement at the rate of five-sixths ( $\frac{5}{6}$ ) days per month.
  - (b) An employee with more than **five (5)** years of service shall accrue vacation entitlement at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month.
  - (c) An employee with more than ten (10) year of service shall accrue vacation entitlement at the rate of one and two-thirds ( $1\frac{2}{3}$ ) days per

month.

- (d) The Company may allow the employee to anticipate vacation to the end of the year concerned in (a), or (b), or (c) above.
- (e) Employees shall be allowed to take their full amount of accumulated vacation in one period without any interruption **unless** otherwise mutually agreed.
- (f) The current practice in relation to the accumulation of a year of service with respect to permanent, temporary and part-time employees will continue.

14.04 Subject to the demands of business, vacation may be granted at any time but the Company agrees to endeavor to grant vacations at times requested by employees with ~~senior~~ senior employees having preference.

14.05 Employees eligible for vacation shall be notified of their vacation periods **as** far in advance **as** possible.

14.06 If any of the holidays mentioned in Clause 12.01 falls within an employee's vacation period, ~~the~~ employee shall have his vacation extended accordingly or be granted a compensatory day off at a later date or be remunerated in accordance with Article 10.

14.07 (a) Any employee may carry forward to another year any portion of **annual** vacation not taken by him in previous years up to a maximum of four **(4)** weeks excluding current annual vacation entitlement.

(b) Employees prevented from taking annual leave as a result of being **on** extended **sick** leave or Workers' Compensation Commission benefits shall be permitted to carry forward additional days.

14.08 When an employee is required to work during his vacation, he shall receive pay of time and one-half (1 <sup>1</sup>/<sub>2</sub>). Hours worked while on vacation shall not be deducted from the employee's vacation credits.

14.09 Substitution for Vacation

(a) **An** employee who qualifies for sick leave under Article 28 while on

vacation may change the **status** of his leave to **sick** leave effective the date of notification to the Company. The employee shall submit on his return to duty a certificate stating the total period during which he qualified for sick leave.

- (b) In the case of an employee who is admitted to hospital while on annual leave, he may change the status of his **leave** to sick leave with effect from the date he was admitted to hospital.
- (c) The period of vacation **so** displaced in Clauses 14.09 **(a)** and (b) shall be reinstated for use at a later date to be mutually agreed.

#### ARTICLE 15

##### REPORTING FOR DUTY

- 15.01 Any employee covered by **this** Agreement who has been called from layoff and upon reporting for duty is informed that his services **are** not required shall receive four (4) **hours** pay at the rate applicable to **the** position for which he was recalled.

#### ARTICLE 16

##### ARRANGEMENT OF WORK FORCE

- 16.01 Persons whose jobs are not in the bargaining unit shall not perform work normally done by **an** employee in **the** bargaining unit except for the purpose **of** instruction, experimenting, emergencies or when regular employees are not ready, willing and able to perform the required work.
- 16.02
- (a) The Company agrees to provide continued employment for **permanent** (131) employees who would otherwise become redundant because work is contracted out.
  - (b) Where employees will be affected as in Clause 16.02 **(a)** above, the Union shall be given six (6) weeks notice of the Company's intention to contract out,
  - (c) **A** list of the one hundred and thirty-one (131) permanent employees

will be established in consultation with the Union and posted within thirty (30) days of signing of the agreement. Revisions will be posted as required.

#### ARTICLE 17

##### CALLBACK

17.01 Any employee who, after leaving the premises of the Company is called back to work, shall receive a minimum of three (3) hours pay at time and one-half (1 <sup>1</sup>/<sub>2</sub>) his regular rate of pay. The minimum shall also be applicable in instances where the recall is contiguous to the employee's working schedule.

17.02 Transportation Expenses - Payable

When an employee is recalled to work, he shall be paid the cost of transportation to and from his place of work to a maximum of five dollars (\$5.00) for each callback or the appropriate mileage rate.

#### ARTICLE 18

##### WORKERS' COMPENSATION

18.01 An employee who is unable to perform his duties because of a personal injury received in the performance of his duties shall be covered by the provisions of the Workers' Compensation Act.

18.02 It shall be the responsibility of both the Company and the employee to ensure that all documentation required by the Workers' Compensation Commission for the processing of the claim for injury on duty is provided to the Commission within a reasonable period of time after the date of injury.

ARTICLE 19

PRORATION

- 19.01 **New** employees shall be required to serve a sixty (60) day probationary period commencing on the date of employment. Such employees may be dismissed during this period for reasons of unsuitability or incompetence, as assessed by the Company, without recourse to the Grievance or Arbitration Procedure(s).
- 19.02 Upon successful completion of the probationary period, employees shall receive credit for seniority from the date of employment.
- 19.03
- (a) All promotions shall be on a conditional basis for a period of sixty (60) days commencing on the date on which the new position is assumed.
  - (b) If, during the conditional promotion period, referred to in Clause 19.03 (a), it is determined that an employee is not able to continue in the position due to incompetence or unsuitability, as assessed by the Company, or as the result of the decision of an arbitration board relating to the promotion, then the employee shall be reinstated in his former position as if no promotion had been made.
  - (c) Any other employee who had changed his position as a result of the promotion referred to in Clause 19.03 (a) and who must be returned to his former position in order to provide for the re-instatement referred to in Clause 19.03 (b) shall be reinstated in his former position as if no changes had occurred.

ARTICLE 20

SENIORITY

- 20.01
- (a) The Employer agrees in cases of promotion inside the bargaining unit where employees possess the requisite qualifications and ability, seniority shall be the governing factor.
  - (b) When a vacancy occurs or a new position is created within the bargaining unit, and the Company determines that the position is to

be filled, then the Company shall post notices of the position in accessible places on the Company's premises for a period not less than five (5) days. Copies of such notices will be supplied concurrently to the Local Secretary.

- (c) Upon request, an unsuccessful applicant for a job vacancy will be informed of the reason why he was unsuccessful and the name and classification of the successful applicant.
- (d) The successful applicant shall be placed on trial for a period of sixty (60) days. Conditional on satisfactory service, the Company shall confirm the employee's appointment after the period of sixty (60) days. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to the position held with the same wage or salary and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

The trial period may be extended by mutual consent of the parties if it has been determined that additional time is needed to train and assess the performance of the employee.

- (e) Promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for such qualifications prior to filling of a vacancy, and indicates so in his application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding two (2) months, with such period subject to extension by mutual consent, and to revert to his former position if the required qualifications are not met within such time.

20.02 Vacancies within the bargaining unit shall, as far as possible, be filled from within the ranks of the employees currently on the payroll provided these are employees with the necessary qualifications and ability.

20.03 (a) In the event of lay-off, those employees affected by the lay-off shall be laid off in reverse order of seniority provided those employees being retained have the required qualifications to perform the work available.

(b) Shop stewards shall have super-seniority, provided that the Shop Steward(s) retained is capable of performing the work available.

Where one or more Shop Stewards must also be laid off, the order of lay-off shall be on the basis of actual seniority with the Company.

- 20.04 When the work force is to be increased, the order of recall shall be in the reverse order to that of lay-off, provided that employees subject to recall on the basis of seniority are capable of performing the required tasks.
- 20.05 The seniority of employees shall be considered broken, all rights forfeited and there shall be no obligation to rehire when the employee:
- (a) voluntarily leaves the service of the Company;
  - (b) is dismissed for cause;
  - (c) fails to return to work when recalled within the period specified in the notice after having been given notice of recall;
  - (d) has been out of the Company's employ in excess of eighteen (18) months provided that those employees who are rehired after a lay-off of eighteen (18) months or more shall have their seniority reinstated not counting the period of lay-off in excess of eighteen (18) months.
  - (e) applies for and is accepted for a management or non-bargaining unit position and occupies that position for a period in excess of twelve (12) continuous months.
- 20.06 Any employee with seniority who is transferred from his regular job due to reduction in staff shall have the right to request a transfer to his regular job when the staff is increased. Such a request shall be granted as soon as a satisfactory replacement can be found to take his place.
- 20.07 If an employee with seniority desires to transfer to another department he may submit a written application to the Operations Manager. If a vacancy occurs, consideration will be given in order of seniority provided that the employees possess the requisite qualifications.
- 20.08 Within 30 days after the signing of this Agreement, the Company shall post on the bulletin board a seniority list showing the name, classification, date of appointment and rate of pay, of all employees. The Company further agrees that a copy of such list will be sent to the office of the Union.

ARTICLE 21

TIME OFF FOR UNION BUSINESS

- 21.01           , on **written** request by ~~the~~ Union, leave with pay shall be awarded to an employee as follows:
- (a) In the case of an ~~employee who~~ is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized Local of the Union and who is required to attend the Biennial Convention of ~~the~~ Union, the Newfoundland and Labrador Federation of Labour and Component Convention within the Province; leave ~~with~~ pay not exceeding three (3) days in any year for each of the above Conventions except that where a Component Convention and the Biennial Convention **are** held in ~~the~~ same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.
  - (b) In the **case** of an employee who ~~is~~ a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union ~~within~~ the Province, leave with pay not exceeding three (3) days in any year.
  - (c) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canadian Labour Congress or National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one year. The Company may grant additional leave without pay for this purpose.
  - (d) Special leave with pay shall be awarded to Shop Stewards of the Union not to exceed one (1) day per year for ~~the~~ purpose of attending educational seminars.
- 21.02           Additional days without pay for Union business may be given **at** the discretion of the Company.
- 21.03           Employees who are members of the Grievance Committee shall not lose pay for attendance at meetings with the Company for the purpose of discussing grievances, provided that such employees first obtain permission from their Foreman to be absent from their regular duties and such permission will not be unreasonably withheld.



- 21.04 The Company agrees to recognize the Union appointed Shop Stewards whose names shall be communicated to the Company **as soon as** possible after their appointment.
- 21.05 The Company shall grant, on request, leave without pay for a period not exceeding one (1) year to an employee selected or elected for a full-time position with the Union without loss of accrued benefits. Employees may not accrue any benefits, other than seniority, during such period of leave without pay. The Company shall, on written request, extend the period of leave without pay.
- 21.06 With the approval **of** the Operations Manager, leave with pay shall be awarded to employees who are members of negotiating committees while they are attending negotiating **sessions** on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit and shall not, in any event, exceed four (4) employees **unless** mutually agreed otherwise. The union shall notify **the** Operations Manager **of** the employees affected prior to the commencement of negotiations **and** employees shall **in** all instances give notice of absences **from** work to the Plant Manager, and such notice shall be given as far in advance as possible.

## ARTICLE 22

### REST PERIODS

22. 1 The Company agrees to grant rest periods of fifteen ( 5) minutes each during the morning and afternoon **shifts**, providing the working time of the shift exceeds **two** and one-half (2 <sup>1</sup>/<sub>2</sub>) hours. **An** additional five (5) minute clean-up period shall be allowed **with** each rest period.
- 22.02 **A** rest period of 15 minutes plus five (5) minutes clean-up shall be granted in overtime, provided the overtime shift exceeds two (2) hours.
- 22.03 The Company retains the right to stagger rest periods **so as** to maintain production.

**ARTICLE 23**

**SAFETY AND HEALTH**

- 23.01 The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment. Protective devices on machinery or ~~the~~ devices deemed necessary to properly protect employees from ~~injury~~ shall be provided by ~~the~~ Company. However, this shall not be construed to include such personal necessities as safety boots, gloves, coveralls, or any article which becomes the personal property of the employee.
- 23.02 The Occupational Health and Safety Committee shall consist of at least two (2) members of the Union and two (2) representatives of the Company, and the Minutes of all safety meetings will be sent to the Occupational Health and Safety Division of the Department of Labour.
- 23.03 All employees, on their anniversary date, must undergo a yearly medical examination as required by the Company and consisting of a chest x-ray and blood test to be provided at no cost to the employee.
- 23.04 An employee who is a regular member of the Occupational Health and Safety Committee, as per Clause 23.02, shall be granted leave of absence with pay not to exceed two (2) days per annum to attend provincial and union Occupational Health and Safety Conferences.

**ARTICLE 24**

**TEMPORARY ASSIGNMENT**

- 24.01 When an employee is temporarily assigned to fill a classification for which he is paid a higher rate than his own, he shall be paid for the higher rated classification.
- 24.02 When an employee is temporarily assigned to fill a classification for which he is paid a lower rate than his own, he shall retain his own rate.

- 24.03** The provisions of this Clause shall not apply in respect of a promotion or demotion.
- 24.04** Temporary assignments inside the bargaining unit shall be on the basis of seniority, provided that the senior employee meets the required standards for the position and is capable of performing the work. Temporary assignments to lower positions will not be done in an unreasonable manner.
- 24.05**
- (a) No employee shall be temporarily assigned outside the bargaining unit without his consent. An employee who is temporarily assigned outside the bargaining unit may return to the bargaining unit subject to giving the Company two (2) weeks' notice.
  - (b) Employees who are temporarily assigned outside the bargaining unit shall continue to accumulate seniority and have access to the Grievance Procedure as if they were still covered by this Agreement.
  - (c) Employees who are temporarily assigned outside the bargaining unit shall continue to pay Union dues.
- 24.06** Temporary assignments to vacant positions shall not exceed sixty (60) days.

## ARTICLE 25

### TRAVEL ON COMPANY'S BUSINESS

- 25.01** For each full day on travel status, the maximum rate allowable for meals, inclusive of taxes and gratuities shall be as follows:
- \$ 9 for breakfast
  - \$ 11 for lunch
  - \$ 20 for dinner
  - \$ 40 per day
- 25.02** Employees who are authorized to use their own cars while travelling on business for the Company shall be reimbursed 30¢ per kilometer.
- 25.03** For travel on the Company's business for less than one (1) day which is in excess of fifteen (15) miles from the IPL Processing Limited, Pleasantville, and place of residence, he shall be compensated in

accordance with Clause 25.01 as follows:

- (a) Breakfast • provided the employee is required to leave on such business before 7:00 a.m.;
- (b) Lunch;
- (c) Dinner • provided the employee returns to his headquarters after 7:00 p.m.

- 25.04
- (a) When an employee has been on overnight travel status for a period of three (3) consecutive days, he shall be reimbursed for the cost of one personal long-distance call, not longer than three (3) minutes at the person-to-person rate for each such period on travel status. The charge for this telephone call may be included on the hotel bill, or if the employee calls collect the subsequent telephone bill showing the appropriate charge shall be submitted with the travel claim.
  - (b) An employee who is on overnight travel status who has a change in schedule, destination or plans or who is delayed or has altered his scheduled destination or plans because of emergency conditions may be permitted to make one personal long-distance call, not longer than three (3) minutes in duration, at the person-to-person rate.

#### ARTICLE 26

##### UNION NOTICES

- 26.01 During the life of this Agreement, the Company agrees to permit Union Officers, who are employees of the Company to post notices of Union meetings or of other matters of interest to Union members upon a bulletin board to be set up by the Company in a suitable place in the Plant, provided all such notices are to be first approved by the Operations Manager. The Union agrees to refrain from distributing any other notices or publications upon the Company's premises, or any approaches to the Plant except in agreement with the Operations Manager.

#### ARTICLE 27

##### TOOLS AND CLOTHING

- 27.01 The company shall furnish all knives, steels, whetstones, triers, meat

trimmer hooks, scabbards and overhauling hooks which are necessary for the work of the employees using them. The Company shall also furnish oilskin aprons, rubber boots and coveralls where necessary.

27.02 Launderable outer work clothing, specified by the Company as required for work in the Plant, will be provided by the Company.

27.03 Clothing and Equipment supplied by the Company shall remain the property of the Company and must be returned for new issue or upon separation of the employee. Clothing and/or equipment not returned when worn **out** or upon separation will be paid for by the employee.

## **ARTICLE 28**

### **SICK LEAVE**

28.01

\_\_\_\_\_

Sick leave means a period of time that an employee has been permitted to be absent from work by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act.

28.02

#### **Paid Sick Leave**

- (a) **An** employee is eligible to accumulate sick leave ~~with~~ full pay at the rate of one-half ( $\frac{1}{2}$ ) a day for each month of service.
- (b) The maximum number of days of paid sick leave which may be awarded to **an** employee during any **year** shall *not* exceed six (6) days.

28.03

#### **Deductions From Paid Sick Leave**

A deduction shall be made from accumulated paid sick leave for all scheduled working days absent for sick leave. Absence on account of **illness** for **less than** one-half ( $\frac{1}{2}$ ) a day shall not be deducted. Absence for one-half ( $\frac{1}{2}$ ) a day or more and less than a full day shall be deducted **as** one-half ( $\frac{1}{2}$ ) a day.

- 28.04 (a) Sick leave in excess of three (3) consecutive days or six (6) days in the aggregate in any year shall not be awarded unless the employee has submitted in respect thereof a medical certificate acceptable to the Company.
- (b) An employee shall have the option of being attended by a doctor of his choice and under no circumstances will an employee be penalized in any way by the Company for exercising his option of being attended by his personal physician.

28.05 Sick Leave During Leave of Absence and Lay-off

An employee on special paid leave of absence shall receive paid sick leave credit for the period of such absence on his return to work. When an employee is laid off he shall not receive paid sick leave credits for the period of such absence but shall retain his accumulative credit, if any, existing at the time of such lay-off.

- 28.06 When an employee has used the maximum of paid sick leave which may be awarded to him in accordance with this Agreement, he may elect, if he is still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if he is eligible to receive such leave and if not, on special leave without pay. Medical certificates shall be submitted as required by the Company.

28.07 Paid Sick Leave During Special Leave Without Pay

An employee on special leave without pay in excess of twenty (20) days in total in the calendar year, shall not accumulate paid sick leave during such period of special leave without pay.

28.08 Paid Sick Leave Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the working days in the first or last calendar month of his service computed in full or half (1/2) days shall, in each case, be deemed to have had a month of service.

ARTICLE 29

CROUP INSURANCE AND PENSION PLANS

- 29.01 The Company agrees to continue the group insurance plan presently in effect or a plan of similar cost.
- 29.02 Employees enrolled in the insurance plan shall have the right to continue coverage during periods of temporary lay-off through direct payments of 100% of the premiums of the insurance plan.
- 29.03 The Company agrees to appoint a union-company committee to investigate the feasibility of introducing a cost-shared short term leave program to replace and/or supplement the paid sick leave program described in Article 28.
- 29.04 The Company agrees to establish with effect from the date of signing of this Agreement, in consultation with the Union, a defined contribution pension plan requiring matching contributions by the Company and employees of five per cent (5%) of base pay. Models to be considered will include a money purchase plan or group RRSP.

ARTICLE 30

MATERNITY LEAVE / ADOPTION LEAVE / PARENTAL LEAVE

- 30.01 (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- An employee is entitled to a maximum of thirty-three (33) weeks ave under this Clause. However, the Company may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- 30.02 (a) An employee may return to duty after giving the Operations Manager two (2) weeks notice of his/her intention to do so.

The employee shall resume his/her former position and salary upon return from leave. with no loss of accrued benefits.

- 30.03 (a) Periods of leave up to thirty-three (33) weeks shall count for seniority purposes, annual leave, and step progression.

Employees on leave will have the option of continuing to pay their portion of the group insurance plan premium to a maximum of thirty-three (33) weeks. Where the employee opts to continue to pay premiums, the Company will also pay its share of the premiums.

- 30.04 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.

- 30.05 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through the Human Resources Division.

### **ARTICLE 31**

#### **PERSONAL FILES**

- 31.01 An employee shall, at any reasonable time, be allowed to inspect his personal file and may be accompanied by a representative of the union, if he so desires. Copies of any document on his personal file will be granted upon request.

- 31.02 A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.

- 31.03 An such document shall be removed and disregarded after the expiration of eighteen (18) months from the date it was placed in the employee's file provided there has not been a recurrence of a similar incident during that period. The Company shall be responsible to see that any such document



is removed.

- 31.04 In exceptional circumstances where an employee is incarcerated, confined to a bed or hospital or removed by a distance where return would **be** impractical, the employee may give written permission for a representative of *the* Union to inspect **his file** for **the** purpose of investigating a grievance.

#### ARTICLE 32

#### SPECIAL LEAVE

32.01 Unpaid Leave

Upon **written** request, a permanent employee who has completed **two (2) years** of service shall be granted unpaid leave to a maximum of twelve **(12) months**, subject to the operational requirements of **the** Employer's operations and the availability of qualified replacement **staff**. **An** employee shall be **entitled** to up to a maximum of twelve **(12) months** unpaid leave for each two (2) years of service with the understanding that no employee can have more **than** twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) **weeks**. **An** employee will **not** be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.

- 32.02 Where the Company requires an employee to take advanced or supplementary courses, the employee shall be awarded leave with pay, where required, under such **terms** and conditions as the Company may prescribe.

- 32.03 Subject to the approval of the Company, special leave with pay not exceeding three (3) days may be granted in special circumstances for reasons other than those referred to in Article 13.

ARTICLE 33

DISCRIMINATION

- 33.01 The Company agrees that there shall be no discrimination with respect to any employee in any matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, assignment of work or otherwise by reason of age, race, colour, creed, national origin, political or religious affiliation, **sex**, marital status nor by reason of his or her membership or activity in the Union.

ARTICLE 34

STATE OF EMERGENCY

- 34.01 The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Company or by the appropriate provincial or municipal authority:

All employees shall be deemed to be on duty during the period of closure, with the exception of those employees designated by the Company as employees performing an essential service.

Those employees designated by the Company as employees who perform an essential service shall, where possible, be supplied transportation to their place of work and return by the Company.

- 34.02 Where the Company provides transportation and the employee refuses to report to duty, he shall be subject to disciplinary action.

- 34.03 Those employees referred to in Clause 34.01 (b) above who are on special leave with or without pay immediately preceding the declaration of the state of emergency, will be deemed to be on special leave with or without pay, as the case may be, during the period so declared an emergency.

- 34.04 The Operations Manger shall endeavor to designate those employees referred to in 34.01 (b) previous to the declared state of emergency, however, the Plant Manager may require any employee to report for duty during any period declared an emergency.

34.05 In the event that employees ~~are~~ sent home by the Company during adverse weather conditions where a state of emergency is imminent, such employees shall not suffer any ~~loss~~ of wages during such period.

### ARTICLE 35

#### LABOUR MANAGEMENT COMMITTEE

35.01 Establishment of Committee

A Labour Management Committee shall be established at the plant consisting of two (2) representatives of the Union and an equal number of representatives of the Company. The numbers may be reduced by mutual agreement between the parties. The Company shall be duly notified in writing as to ~~the~~ names of the Union representatives selected.

35.02 \_\_\_\_\_

The Committee shall concern itself ~~with the~~ following general matters:

Promoting safety and sanitary practices;  
Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned ~~with~~ service);  
~~Other~~ problems and matters of mutual interest which affect the relationship which ~~are~~ not properly the subject matter of a grievance or negotiations.

35.03 Meetings of Committee

The Committee shall meet at least once each month, at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. The Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent ~~with~~ this Committee.

35.04 Chairman of the Meeting

Meetings of the Committee shall be chaired alternately by local representatives of the Union and the Company.



35.05 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and signed by the Chairman and Vice-chairman as promptly as possible after the close of the meeting. The Chairman and the Vice-chairman shall each receive four (4) copies of the minutes within three (3) days following the meeting.

35.06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other committee of the Union or of the Company and does not have the power to bind either the Union or its members or the Company to any decisions or conclusions reached in its discussion. The Committee shall have the power to make recommendations to the Union and the Company with respect to its discussions and conclusions.

**ARTICLE 36**

**AMENDMENT BY MUTUAL CONSENT**

36.01 It is agreed by the parties to this Agreement that any provisions in this Agreement other than the Duration of Agreement may be amended or altered by mutual consent of the Company and the Union.

**ARTICLE 37**

**DURATION OF AGREEMENT**

37.01 This Agreement shall be effective from June 17, 1997, and remain in full force and effect until June 16, 1999, and thereafter from year to year, unless either party gives notice in writing of termination of or amendment of not more than sixty (60) days and not less than thirty (30) days prior to the date of expiration.

37.02 During the period of negotiation resulting from any of the provisions above, this Agreement shall remain in full force and effect.

37.03 In signing this Agreement, the parties hereto recognize that no rigid rules can of themselves secure mutual co-operation which both parties agree is essential alike to welfare of the business and to that of the employees. It is, therefore, of paramount importance to all concerned that the spirit of this Agreement be followed as faithfully as the written terms.

With is in mind, the parties hereto pledge their best endeavor to carry out the provisions of this Agreement in a spirit of good will, tolerance and understanding.

#### ARTICLE 38

##### PAY PERIOD

38.01 The Company agrees to pay employees on a weekly basis. Thursday of each week will be recognized as pay day, and employees shall receive their pay cheques not later than 12:00 noon.

Employees who work the 1600 to 2400 shift or 2400 to 0800 shift on Wednesday evening and Wednesday night shall be provided with the pay cheque before completion of the shift, provided the cheques are available.

#### ARTICLE 39

##### TECHNOLOGICAL CHANGE

39.01 Before the introduction of any technological change or new method of operation which reduces the number of permanent employees below one hundred and thirty-one (131), the Company shall notify the Union and discussions with respect to the impact of the change will be conducted within twenty-one (21) days of such notification.

39.02 In the event that the Company should introduce new methods or machines which require new or greater skills than are possessed by the affected employees under the present method of operation, such employees shall, at the expense of the Company, be given a reasonable period of time, in the opinion of the Company, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any employees.

- 39.03 An employee who is displaced from his job by virtue of technological change or new method of operation **will** be given the opportunity to fill available vacancies provided he has the required ability and qualifications.
- 39.04 An employee who is displaced from his job as a result of technological change or new method of operation and **is** employed in another position pursuant to Clause 39,03 or Clause 20,04 will have his salary established at a point on the new pay Scale in accordance with **the** involuntary demotion procedure,
- 39.05 Employees who are not retrained or assigned other positions in accordance with this Article will be laid off.

#### **ARTICLE 40**

##### **TERMINATION OF EMPLOYMENT**

- 40.01 In case **of** lay-off or termination other than for cause, then (10) days notice shall **be** given to all employees **whose** services **are** to be terminated or pay for the number of days that **the** period of notice is **less** than ten (10).
- 40.02 Employees shall give the Company ten (10) days **written** notice of intention to **terminate** their employment.
- 40.03 **Annual** leave shall not **be** used **as any** part of the period of notice referred to in this Article.
- 40.04 Periods of notice may be reduced or eliminated by mutual consent of the employees and Company.
- 40.05 Upon termination of service, an employee may receive pay for **all** his current annual leave not taken by him prior to **the** date of termination of his service plus pay for his accrued **annual** leave days not taken by him prior to the date of termination plus any salary due him. provided that any indebtedness to the Company may be deducted from such pay.

**ARTICLE 41**

**DISCIPLINE**

- 41.01      **An** employee who is suspended or dismissed shall be provided with written notification within five (5) days of an oral notification which shall state the reason or reasons for such a suspension or dismissal.
- 41.02      Where the Company deems it necessary to censure an employee in writing such a reprimand shall be given to ~~the~~ employee within five (5) days of the incident which gave rise to ~~the~~ reprimand. The reprimand shall contain the reason or reasons for the written warning. If this procedure is not followed, such reprimand shall **not** become a part of his record for use against him **at** any time.
- 41.03      An employee who has completed his probationary period may only be dismissed for **just** cause.
- 41.04      Grievances alleging unjust discipline as it relates to demotion, suspension or discharge will be dealt with by a sole arbitrator, if referred to arbitration.
- 41.05      Employees shall have ~~the~~ right **to** have a Shop Steward present on all matters relating to Employer/employee relations.

**ARTICLE 42**

**GENERAL PROVISIONS**

- 42.01      **Sexual Harassment**
- (a) Both the Company and the Union consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment **does** not exist.
- (b) **The** Company and the Union recognize the right of employees to work in an environment free from sexual harassment and the parties

shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member has taken place, the Company shall take appropriate action to ensure that the sexual harassment ceases.

The victim shall be protected from repercussions which may result from his/her complaint.

**42.02** The Company agrees to discourage sexual harassment in the workplace. Both parties support the principles espoused in the Newfoundland Human Rights Code, particularly sections 10:1, 10:2, 13 and 14 and agrees to cooperate fully with any investigation with regard to a complaint by any employee in this respect.

**42.03** The Company agrees to exercise due diligence to discourage sexual harassment in the work place and to mitigate the effects.

**42.04** Complaints under this Article will be dealt with by the Company, the Union **and the** employees involved and affected with all possible confidentiality.

### ARTICLE 43


#### CRIMINAL OR LEGAL LIABILITY

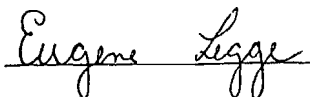
43:01 The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of his/her duties, provided that the Employer is satisfied that the employee performed duties required by the Employer, and/or the employee acted within the scope of his/her employment.



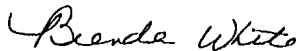
WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first before written.

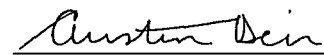
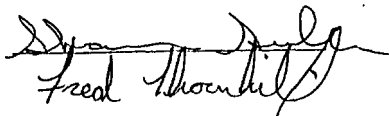
THE CORPORATE SEAL of the IPL Processing Limited was hereunto affixed in the presence of its duly authorized officer and in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Eugene Legge

SIGNED on behalf of the Newfoundland Association of Public Employees by its duly authorized officers in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
  
Fred Thornhill

**SCHEDULE A**

Salary Scales • Effective date of signing

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
FP 12	Assistant Poultry Grader	10.05	10.39	10.72
FP 18	Building Maintenceman I	<b>10.80</b>	11.22	11.63
FP 22	Building Maintenceman II	11.65	12.21	12.74
FP 24	Electrician I	12.31	12.95	13.57
FP 16	Equipment Operator I	<b>10.51</b>	10.89	11.27
FP 18	Equipment Operator II	<b>10.80</b>	11.22	11.63
FP 21	Equipment Operator III	11.42	11.94	12.43
FP 22	Machinery Maintenceman I	11.65	12.21	12.74
FP 24	Machinery Maintenceman II	12.31	12.95	13.57
FP 11	Meat Processor I	9.97	10.30	10.63
FP 22	Meat Processor II	11.65	12.21	12.74
FP 20	Poultry Grader	11.25	11.71	12.18
FP 11	Poultry Plant Worker I	9.97	10.30	10.63
FP 13	Poultry Plant Worker II	10.15	10.49	10.83
FP 21	Poultry Plant Worker III	11.42	11.94	12.43
FP 11	Poultry Plant Cleaner I	9.97	10.30	10.63
FP 12	Poultry Plant Cleaner II	<b>10.05</b>	10.39	10.72
FP 25	Purchasing Agent	12.76	13.43	14.10
FP 22	Refrigeration Operator I	11.65	12.21	12.74
FP 23	Refrigeration Operator II	<b>11.89</b>	12.45	13.03
FP 15	Shipper I	10.37	10.74	11.10
FP 19	Shipper II	<b>11.01</b>	11.44	11.90
FP 15	Stockhandler	10.37	10.74	11.10
FP 12	Truck Driver's Helper	<b>10.05</b>	10.39	10.72
FP 20	Cleaner III	11.25	11.71	12.18

SCHEDULE A (continued)

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
GS 24 Payroll Clerk II <sup>1</sup>	12.31	12.94	13.57
GS 36 Computer Operator - Computer Support	18.41	19.48	20.54
GS 25 Sales Clerk IV <sup>1</sup>	12.77	13.43	14.10
GS 33 Sales Officer II <sup>2</sup>	16.54	17.47	18.41
GS 25 Quality Assurance / Lab Tech	12.77	13.43	14.10
GS 15 Sales Clerk II <sup>1</sup>	10.38	10.75	11.11
GS 16 Clerk Typist II	10.51	10.89	11.26
GS 31 Sales Officer I <sup>2</sup>	15.54	16.40	17.27
GS 30 Administrative Officer I	14.98	15.80	16.63
GS 19 Accounting Clerk I <sup>1</sup>	11.01	11.45	11.89

1. Plus Pay Equity Adjustments
2. Plus Existing Car Allowance

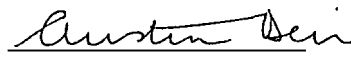
LETTER OF UNDERSTANDING BETWEEN IPL PROCESSING LIMITED AND  
NAPE

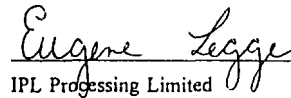
RE: Emergency Shutdown

In the event that a temporary shutdown of the Plant is necessitated by an unplanned occurrence that does not allow for the required notice period to be given to employees, then employees will suffer no loss of regular wages for the first three days of the shutdown, provided that employees co-operate in rescheduling work to minimize the cost to the Company.

For example, if the shutdown occurs on Monday, Tuesday and Wednesday, employees would agree to work Saturday and Sunday or extend the work day to make up lost production at no additional cost to the Company.

Should the emergency shutdown become a frequent occurrence, the parties shall agree to reassess this provision.

  
Newfoundland Association of  
Public Employees

  
IPL Processing Limited

Oct 6/97  
Date

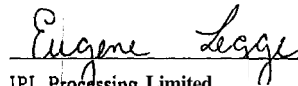
Oct. 6/97  
Date

LETTER OF UNDERSTANDING  
CAR ALLOWANCE

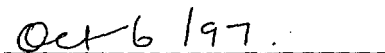
This letter will confirm the understanding reached during negotiations that employees with IPL Processing Limited in the classifications of Sales Officer I and Sales Officer II who are receiving a monthly car allowance in the amount of \$460.00 shall continue to receive this car allowance for the duration of this Agreement.



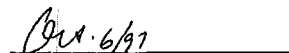
Newfoundland Association of  
Public Employees



IPL Processing Limited



Date

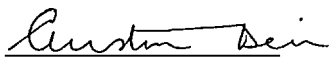


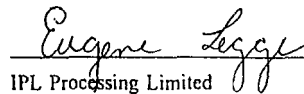
Date

**LETTER OF UNDERSTANDING  
PAY EQUITY**

Both parties agree that the classifications listed below shall continue to receive the pay equity adjustment and any further adjustments negotiated by the Newfoundland Association of Public Employees and the Provincial Government under the General Government Sector Pay Equity Agreement. This shall include the General Government Sector Pay Equity Agreement's first adjustment effective October 1, 1996, and the future adjustment effective April 1, 1998.

POSITIONS	GS	PRESENT HRLY RATE	EFF. OCT 1/96 NEW RATE	DIFF. PER HOUR
Clerk Typist II	GS-16	\$11.26 April 1/98	\$12.05	.79 .20
Payroll Clerk II	OS-24	\$13.57 April 1/98	\$14.21	.64 .16
Accounting Clerk I (Accounts Payable)	GS-19	\$11.89 April 1/98	\$12.21	.32 .08
Accounting Clerk I (Accounts Receivable)	GS-19	\$11.89 April 1/98	\$12.21	.32 .08
Clerk IV (Sales Office)	SO-25	\$14.10 April 1/98	\$14.67	.57 .15
Clerk II (Sales Office)	GS-15	\$11.11 April 1/98	\$11.99	.88 .23

  
Newfoundland Association of  
Public Employees

  
IPL Processing Limited

Oct 6 1997  
Date

Oct. 6/97  
Date

IPL PROCESSING LIMITED  
51 Clyde Avenue  
Mount Pearl, NF  
A1N 4R7

October 6, 1997

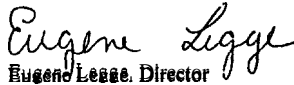
Newfoundland Association of Public Employees  
330 Portugal Cove Place  
St. John's, Newfoundland

ATTENTION: Ms. Brenda White

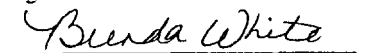
Dear Ms. White:

This is to confirm our understanding that should any permanent employee of IPL Processing Limited have his/her position declared redundant resulting in their being laid off within thirty days from the date of this letter, the employee will be paid an amount equal to the amount they otherwise would have received under Government's redundancy policy less any severance pay already received or due. We trust this is satisfactory.

Sincerely,

  
Eugene Legge, Director

Agreed on behalf of NAPE:

  
Brenda White, Employee Relations Officer