

COLLECTIVE AGREEMENT

BETWEEN:



COUNTRY RIBBON INC.

_____ of the one part;

AND



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

_____ of the other part;

SIGNED: August 1, 2008

EXPIRES: June 16, 2011



12272/04

Article	Subject	Page
30	Maternity Leave/Adoption Leave/Parental Leave	38
31	Personal Files	39
32	Special Leave	40
33	Discrimination	42
34	State of Emergency	42
35	Labour Management Committee	43
36	Amendment by Mutual Consent	45
37	Duration of Agreement	45
38	Pay Period	46
39	Technological Change.....	46
40	Termination of Employment	47
41	Discipline	48
42	General Provisions	48
43	Criminal or Legal Liability	49
	Schedule "A" - Salary Scales	51
	Schedule "B" - Early and Safe Return to Work.....	57
	Letters of Understanding	
	No. 1 - Emergency Shutdown	60
	No 2 - Employee Assistance Program.....	61
	No. 3 - Red Circling Employees	62
	No. 4 - Cameras.....	63
	No. 5 - Classification Review	64
	No. 6 - Contracting Out - Building Maintenance	65
	No. 7 - Journeyman Tradepersons	66

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 that 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) “Company” means Country Ribbon Inc
- (d) “day” means a working day unless otherwise stated in this Agreement.
- (e) “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.
- (f) “employee” means a person who is employed in a classification falling within the bargaining unit.
- (g) “Employer” -means Country Ribbon Inc
- (h) “full-time employee” means a person who has completed his/her probationary period and is employed on a full time basis without reference to any specific date of termination of service. The Company will provide the Union with a list of full-time employees.
- (i) “holiday” means the twenty-four hour (**24**) period commencing at 12:01 a.m. of a day designated as a holiday in this Agreement.
- (j) “notice” means notice in writing which **is** hand delivered or by registered mail.
- (k) “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 workweek.
- (l) “permanent employee” means a person included in the

top 131 positions on the seniority list who has completed his/her probationary period and is employed on a full time basis without reference to any specific date of termination of service.

- (m) “Plant Manager” - means the Operations Manager of Country Ribbon Inc.
- (n) “seniority” means length of service with the Newfoundland Farm Products Corporation (NFPC), Integrated Poultry Ltd. (IPL) and Country Ribbon Inc. (the Company).
- (o) “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.
- (p) “spouse” means a person
 - (i) to whom an employee is legally married; or
 - (ii) with whom an employee has been living for at least twelve (12) months as a couple in a relationship of some permanence.
- (q) “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.
- (r) “student employee” means a person who is hired between the period of April 15th to September 15th for

the purpose of performing certain specific work and is going back to school upon the completion of such work. At no time shall this person acquire seniority or other benefits under this Collective Agreement.

- 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 Country Ribbon Inc.
- 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 assess-

ments 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.
 - (f) A Union representative shall have at least one half (½) hour consultation with all newly hired employees at time of hiring.
- 7.04 Each employee shall inform the Company of any change of address, telephone number, marital or family status.

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 Country Ribbon Inc 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:

Step I:

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 (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 by-passed.
- 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.
- 10.02 (a) New hires move between Step 1 and Step 2 upon completion of at least 2080 hours of employment from seniority date in the case of Plant employees or 1820 hours in the case of Office and Sales employees.
- (b) Step 2 - Plant employees who have worked at least 2080 hours since attaining Step 2 rate will move *to* Step 3 rate. Step 2 Office and Sales employees who have worked at least 1820 hours since attaining Step 2 rate will move to Step 3 rate.
- 10.03 Notwithstanding the provisions of Article 10.02 (a) and 10.02 (b), the Step Progression for Journeymen Tradespersons shall be in accordance with the Letter of Understanding - Step Progression for Journeymen Tradespersons.

ARTICLE 11 HOURS OF WORK AND OVERTIME

- 11.01 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.

- 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. The Company shall endeavour to pay meal allowance when it becomes due.
- 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. Employees who are required to work overtime shall have the right of first refusal. When the number of employees required to work overtime is insufficient, overtime will be compulsory in reverse order of seniority within the operational unit.

For the purpose of this Clause, operational unit shall be defined as follows:

Poultry Evis Unit
Poultry Live Receiving 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
Tray Overwrap Unit
Deli Unit
QA 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 or their own rate, whichever is higher, except that where the employee's own rate is higher than the maximum rate available in the operational unit where the overtime is incurred, the employee shall not be paid a rate which exceeds the rate of pay for the Lead Hand in that operational unit.

- 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 canceled or are no longer available, shall be paid three (3) hours at premium rates.
- 11.13 Effective date of signing, employees will be paid an additional forty cents (40¢) per hour for working on the 1600 hours to 2400 hours shift, and the 2400 hours to 0800 hours shift. The forty cents (40¢) 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) Thanksgiving Day
 - (h) Remembrance Day

- (i) One-half (½) day for Christmas Eve and New Year's Eve providing these days fall on an employee's scheduled working day.
 - (j) Christmas Day
 - (k) Boxing Day
- 12.02 (a) If any of the above-mentioned days falls on a Saturday or Sunday, the day proclaimed in its stead shall be observed.
- (b) In order to qualify for the above-mentioned holidays, the employee must have worked the scheduled day before and the scheduled day following the holiday. Under no circumstances will an employee be laid off *to* avoid payment for the holiday.
- 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 1/2) times his regular rate.
- 12.04 When a calendar day designated 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, grandmother, grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any relative living in the same household, three (3) continuous working days;
 - (b) In the case of the death of a brother-in-law, sister-in-law, aunt or uncle, 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) continuous working days for the purpose of attending the funeral.
- 13.03
- (a) 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.
 - (b) In cases of cremation where the burial is held on a day following the funeral service, an employee shall be enti-

ted to one (1) of the special leave days as provided for in Clause 13.03 (a).

- 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 workdays 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 prior to June 17, 1997:

- (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.
- (ii) For employees hired after June 17, 1997:
- (a) An employee with less than five (**5**) years of service shall accrue vacation entitlement at the rate of five-sixths ($5/6$) 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.
- (iii) Effective June 17, 2009, Clause 14.03 (i) and (ii) will become redundant and the following shall apply;
- (a) Employees with less than two (2) years of service shall accrue vacation entitlement at the rate of five-sixths ($\frac{5}{6}$) days per month (maximum 10 days);
 - (b) Employees with more than two (2) years of service but less than ten (10) shall accrue vacation entitlement at the rate of one and one-quarter days ($1 \frac{1}{4}$) per month (maximum 15 days);
 - (c) Employees with more than ten (10) years of service but less than twenty (20) shall accrue vacation entitlement at the rate of one and two thirds ($1 \frac{2}{3}$) days per month (maximum 20 days);
 - (d) Employees with more than twenty (20) years of service shall accrue vacation entitlement at the rate of two and one twelfth ($2 \frac{1}{12}$) days per month (maximum 25 days);

- (e) For (a), (b), (c) and (d) above the increment will occur in the year that the employee's service reaches the incremental threshold;
- (f) The Company may allow the employee to anticipate vacation to the end of the year concerned in (a), (b), (c) or (d) above;
- (g) Employees shall be allowed to take their full amount of accumulated vacation in one period without interruption unless otherwise mutually agreed;
- (h) 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 employees having preference.

14.05 (a) Employees will be required to advise the Company in writing prior to March 15th of each year of the period of vacation requested in that calendar year.

(b) Each Department shall post a vacation schedule prior to April 15th of each year indicating the vacation periods approved for those employees who submitted a request in accordance with Clause 14.05 (a). Those employees who did not request vacation in accordance with Clause 14:05 (a) will be granted vacation based on operational requirements.

(c) Subject to the operational requirements, vacation requests of a short duration shall be awarded if the employee provides the Company with one (1) week's notice.

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 1/2). 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. See Letter of Understanding No. 6 attached.
- 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) 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 1/2) his regular rate of pay. The minimum shall also be applicable in instances where the recall is contiguous to the employee's working schedule. Employees will not be required to do regular work to fill in for the recall.

17.02 Transportation Expenses - Payable

When an employee is recalled to work, he/she shall be paid the cost of transportation to and from his/her place of work to a maximum of fifteen dollars (\$15.00) 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/her 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.
- 18.03 The Company will allow employees to accrue benefits, excluding sick leave, for **up** to six (6) months for any one period of disability. Such accrued benefits would only be payable upon an employee's active return to work.
- 18.04 (a) The Company and the Union will make every reasonable effort to accommodate injured workers back into their workplace in accordance with Schedule B (Early and Safe Return to Work), the Workplace Health, Safety and Compensation Act, and the Human Right's Act, with the understanding that this will not result in any additional cost to the Company. Furthermore, any injured employee who has been deemed by the WHSCC as never being able to return to work in their pre-injury position or any other position including any possible accommodation available within the Company, will lose all rights under the Collective Agreement.

- (b) Subject to the availability for coverage under the Group Health Insurance Plan, those employees affected by the deeming decision referred to in 18.04 (a) shall have a right to maintain their health insurance coverage through direct payment of 100% of the premiums while in receipt of EEL benefits.

ARTICLE 19 PROBATION

- 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 If a probationary employee is promoted during their probation period, the following conditions apply:
 - (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.

(c) Should the Employer, due to a change in operations, require the elimination of a position(s), then associated layoffs will follow the following process:

- (i) If the affected position(s) are in the plant opera-

tions, then the junior employee(s) in the plant will be laid off and shall have the option of accepting the layoff or bump a less senior employee in the office, provided the employee is qualified and able to perform the duties of the position.

- (ii) If the affected position(s) are in the office, the junior employee(s) in the office will be laid off and shall have the option of accepting the layoff or bump a less senior employee in the plant, provided the employee is qualified and able to perform the duties of the position.

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. It is the employee's obligation to keep address and phone number current with the Company
- (d) Is on layoff for a period 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. Should the employee return to the bargaining unit and wish to take another appointment to a management

position or non-bargaining unit position, he/she must have been back in the bargaining unit for at least six (6) continuous months from the date of termination of his/her previous non-bargaining unit appointment, unless otherwise mutually agreed between the parties.

- (f) **Is** absent from work for a period of five (5) consecutive working days without permission from the Company.
- (g) “Does not accept work when called on more than two (2) separate occasions in any thirty (30) day period without just cause.”

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 Before February 1st of each year, the Company shall post on bulletin boards a list showing name, classification, date of entry into the Company, or adjusted seniority date, if applicable, and rate of pay for all employees. A copy of the list shall also be sent to the Office of the Union (NAPE). Employees shall have thirty (30) calendar days from date of posting to dispute the seniority list. If, after a thirty (30) day period a dispute arises, the correction will be made for future decisions but will not affect decisions previously made.

ARTICLE 21
TIME OFF FOR UNION BUSINESS

- 21.01 Upon 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 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 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.
 - (c) 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.
 - (d) Total number of days in (a), (b) and (c) above shall, in any year, not exceed twenty (20) days.
- 21.02
- (a) 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, leave without pay for up to ten (10) days per year.
 - (b) 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

- 22.01 The Company agrees to grant rest periods of fifteen (15) min-

utes each during the morning and afternoon shifts, providing the working time of the shift exceeds two and one-half (2 1/2) 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.
- 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 on the Occupational Health and Safety Committee, as per Clause 23.02, shall be granted leave of absence, depending on operational requirements, with pay not to exceed two (2) days per annum to attend Provincial and Union Occupational Health and Safety Conferences. The total maximum days for the Safety

Committee shall not exceed twelve (12) days in any one year.

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.
- (d) Should an employee be temporarily assigned outside the bargaining unit, it can only be for up to twelve (12) consecutive months. Once the twelve (12) months are

up, the employee must return to the bargaining unit for at least six (6) months before he/she can take another temporary assignment, unless otherwise mutually agreed between the parties. It shall be the Employer's responsibility to track the time and notify the employee of his/her status.

- 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:

\$ 10 for breakfast
\$ 13 for lunch
\$ 22 for dinner
\$ 45 per day

- 25.02 Employees who are authorized to use their own vehicles while traveling on business for the Company shall be reimbursed forty cents (40¢) 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 Country Ribbon Inc., 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 When an employee is on overnight travel status, he/she shall

be reimbursed for the cost of one (1) personal long distance call not longer than three (3) minutes at the person-to-person rate of each day on travel status. The charge for this 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.

- 25.05 Where an employee is required by the Employer to attend training or seminars outside the Plant, lunch will be supplied providing that the training or seminar overlaps the normal lunch hour period (1200 hours to 1300 hours).

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 (a) Launderable outer work clothing, aprons, required gloves, head coverings, hair nets, protective eyewear, all knives, steels and scabbards, rubber sleeves and sleeve guards, and other personal protective equipment as specified and required by the Company for work in each Department will be provided by the Company.
- (b) For part-time employees and permanent employees who have served their probationary period, the

Company will provide appropriate safety footwear where necessary. During the probationary period, costs for footwear will be deducted from the employee's pay cheque. The employee will be reimbursed for the cost of such footwear upon the successful completion of his/her probationary period.

- (c) For temporary and student employees, the Company will provide the appropriate safety footwear where necessary and the cost of such footwear will be deducted from the employee's pay cheque. If the employee is retained for the full period of employment, the cost of footwear will be rebated on the last cheque.

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 Defined

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 four (4) hours for each month of service.

- (b) The maximum number of hours of paid sick leave which may be awarded to an employee during any year shall not exceed forty-eight (48) hours. “There shall be no carryover, however, employees shall be paid in the form of a bonus for one hundred percent (100%) of their unused sick leave at the end of the year. The bonus shall be paid on the first pay day in December. This does not include student employees.
- (c) Should an employee require sick leave after the payout in (b) has occurred, the employee shall have the right to draw down on sick leave from the next year’s anticipated bank. It is understood that any leave taken under this provision will have to be paid back by the employee should the employee leave the service of the Employer for any reason.

28.03 Deductions From Paid Sick Leave

A deduction shall be made from accumulated paid sick leave for all scheduled working hours absent for sick leave.

- 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
GROUP 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 layoff and leave of absence through direct payments of 100% of the premiums of the insurance plan.

- 29.03 The Company and the Union agree to implement a Short Term Leave Program utilizing the Employment Insurance Sub Plan. This plan will replace the existing cost-shared Short Term Disability Plan on an experimental basis. If the Company and the Union mutually agree that the EI Sub Plan is not working, then the Company and the Union agree to reinstate the cost-shared plan.
- 29.04 The Company agrees to maintain with effect to the date of signing of this Agreement, a defined contribution Pension Plan requiring matching contributions from the Company and employees of five percent (5%) of base pay, subject to understanding that the current Plan comes into the maintained Plan.

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.
- (b) An employee is entitled to a maximum of fifty-two (52) weeks' leave 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.

- (b) 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 fifty-two (52) weeks shall count for seniority purposes, annual leave and step progression.
 - (b) Employees on leave will have the option of continuing to pay their portion of the group insurance plan premium to a maximum of fifty-two (52) 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
- Any such document shall be removed and discarded after the

expiration date of twelve (12) months excluding time off from WCC and Short and Long Term Disability and layoff from the date it was placed in the employee's file, provided there has not been a recurrence of similar incidents 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, an employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of (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 will 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 condi-

tions as the Company may prescribe.

- 32.03 (a) Subject to Clause 32:03 (b) and (c), where no one other than the employee can:
- (i) attend to the temporary care of a sick family member living in the same household;
 - (ii) attend to the temporary care of the employee's sick mother, father, or dependent child, not necessarily living in the same household;
 - (iii) attend to the needs relating to the birth of an employee's child;
 - (iv) accompany a dependent family member living in the same household on a medical specialist appointment;
 - (v) attend to the needs relating to the adoption of a child: and
 - (vi) attend to the needs related to home or family emergencies limited to catastrophic events related to the employee's primary residence.

Such employee may be awarded up to three (3) paid family leave days in any calendar year. The Employer agrees that such request will not be unreasonably denied.

- (b) In order to qualify for family leave, the employee shall:
- (i) Provide as much notice to the Employer as reasonably possible;
 - (ii) Provide to the Employer valid reasons, supported by documented evidence, why such leave is required; and

- (iii) Where appropriate, and in particular with respect to (ii) and (iv) of Clause 32.03 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave subject to 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 scheduled to work 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** 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** 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.
- 34.06** In the event of adverse weather conditions and there is no product available for slaughter, the Employer shall notify employees through public announcement. For that shift, employees shall have the option to either report for work, or proceed onto annual leave, or leave without pay.

ARTICLE 35

LABOUR MANAGEMENT COMMITTEE

35.01 Establishment of Committee

A Labour Management Committee shall be established at the plant consisting of three (3) 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 Function of Committee

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 that 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 date of signing and remain in full force and effect until June 16, 2011 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 cooperation 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 this 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 payday, and employees shall receive their pay 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 their pay before completion of the shift, provided the payroll is 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, sick 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 that may result from his/her complaint.

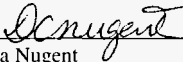
- 42.02 The Company agrees to discourage sexual harassment in the workplace. Both parties support the principles espoused in the Newfoundland Human Rights Code, particularly sections 10:1, 10:2, 13 and 14 and agrees to co-operate fully with any investigation with regard to a complaint by any employee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

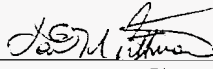
- 43.01 The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of his/her duties, provided that the Employer is satisfied that the employee performed duties required by the Employer, and/or the employee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

WITNESS WHEREOF the parties hereto have executed this Agreement the 1st day of August, 2008.

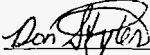
SIGNED on behalf of Country Ribbon Inc.:



Donna Nugent

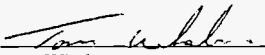


Witnessed by Ian Pittman

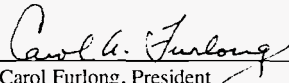


Don Styles

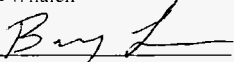
SIGNED on behalf of the Newfoundland and Labrador Association of Public and Private Employees by its duly authorized officers:



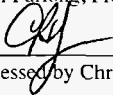
Tom Whalen



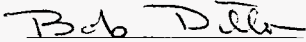
Carol Furlong, President



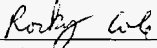
Barry Lawlor



Witnessed by Chris Henley



Bob Dillon



Rocky Cole

SCHEDULE A
Salary Scales – Effective June 17, 2008

	Step 1	Step 2	Step 3	Step 4
Accounting Clerk I	15.14	15.64	16.12	
Barn Worker	14.75	15.13	15.50	
Building Maintenance Man I	14.47	14.93	15.39	
Building Maintenance Man II	15.41	16.04	16.62	
Cleaner Lead Hand	14.97	15.48	15.99	
Computer Operator - Computer Support	22.90	24.09	25.27	
Computer Support Assirtant	17.68	18.50	19.32	
Credit/Collection Clerk	17.03	17.73	18.43	
Electrician I *		19.04	19.73	
Equipment Operator I	14.15	14.57	14.99	
Equipment Operator II	14.47	14.93	15.39	
Equipment Operator III	15.15	15.73	16.28	
HACCP Assistant	15.15	15.73	16.28	
Inside Sales Representative	18.03	18.80	19.57	
Machinery Maintenance Man I	15.41	16.04	16.62	
Machinist *		19.04	19.73	
Meat Processor I	13.55	13.92	14.28	
Meat Processor II	14.75	15.13	15.50	
Meat Processor/Lead Hand	15.41	16.04	16.62	
Millwright Apprentice **	15.41	16.04	16.62	17.25
Millwright *		19.04	19.73	
Millwright Lead Hand *		20.15	20.83	
Payroll Clerk II	17.03	17.73	18.43	
Poultry Grader	14.97	15.48	15.99	
Poultry Plant Cleaner I	13.55	13.92	14.28	
Poultry Plant Cleaner II	14.14	14.51	14.88	
Poultry Worker I	13.55	13.92	14.28	
Poultry Worker II	13.75	14.13	14.50	
Poultry Worker/Lead Hand	15.90	16.48	17.03	
Power Engineer *		19.04	19.73	
Power Engineer Lead Hand *		20.15	20.83	
Presenter Detector	15.15	15.73	16.28	
Production Clerk	15.14	15.64	16.12	

Quality Assurance/ Lab Technician	16.66	17.38	18.13
Receiver Stockhandler	15.41	16.04	16.62
Sales Clerk II	15.24	15.65	16.05
Sales Clerk III	16.34	16.92	17.49
Shipper I	13.99	14.40	14.80
Shipper/Lead Hand	14.70	15.18	15.69
Student	10.84		

SCHEDULE A

- (i) Positions designated by an * shall receive an additional \$2.00/Hour as a retention allowance.
- (ii) Positions designated by an ** shall receive an additional \$1.00/Hour as a retention allowance for Step 4 only.
- (iii) The positions of Electrician 1, Machinist, Millwright, Millwright/Lead Hand, Power Engineer and Power Engineer/Lead Hand will be placed at Step 2 upon hiring and will move to Step 3 upon completion of the probationary period.

SCHEDULE A
Salary Scales – Effective June 17, 2009

	Step 1	Step 2	Step 3	Step 4
Accounting Clerk I	15.74	16.24	16.72	
Barn Worker	15.35	15.73	16.10	
Building Maintenance Man I	15.07	15.53	15.99	
Building Maintenance Man II	16.01	16.64	17.22	
Cleaner Lead Hand	15.57	16.08	16.59	
Computer Operator - Computer Support	23.50	24.69	25.87	
Computer Support Assistant	18.28	19.10	19.92	
Credit/Collection Clerk	17.63	18.33	19.03	
Electrician I *		19.64	20.33	
Equipment Operator I	14.75	15.17	15.59	
Equipment Operator II	15.07	15.53	15.99	
Equipment Operator III	15.75	16.33	16.88	
HACCP Assistant	15.75	16.33	16.88	
Inside Sales Representative	18.63	19.40	20.17	
Machinery Maintenance Man I	16.01	16.64	17.22	
Machinist *		19.64	20.33	
Meat Processor I	14.15	14.52	14.88	
Meat Processor II	15.35	15.73	16.10	
Meat Processor/Lead Hand	16.01	16.64	17.22	
Millwright Apprentice **	16.01	16.64	17.22	17.85
Millwright *		19.64	20.33	
Millwright Lead Hand *		20.75	21.43	
Payroll Clerk II	17.63	18.33	19.03	
Poultry Grader	15.57	16.08	16.59	
Poultry Plant Cleaner I	14.15	14.52	14.88	
Poultry Plant Cleaner II	14.74	15.11	15.48	
Poultry Worker I	14.15	14.52	14.88	
Poultry Worker II	14.35	14.73	15.10	
Poultry Worker/Lead Hand	16.50	17.08	17.63	
Power Engineer *		19.64	20.33	
Power Engineer Lead Hand *		20.75	21.43	
Presenter Detector	15.75	16.33	16.88	
Production Clerk	15.74	16.24	16.72	

Quality Assurance/ Lab Technician	17.26	17.98	18.73
Receiver Stockhandler	16.01	16.64	17.22
Sales Clerk II	15.84	16.25	16.65
Sales Clerk III	16.94	17.52	18.09
Shipper I	14.59	15.00	15.40
Shipper/Lead Hand	15.30	15.78	16.29
Student	11.32		

SCHEDULE A

- (i) Positions designated by an * shall receive an additional **\$2.00/Hour** as a retention allowance.
- (ii) Positions designated by an ** shall receive an additional **\$1.00/Hour** as a retention allowance for Step 4 only.
- (iii) The positions of Electrician 1, Machinist, Millwright, Millwright/Lead Hand, Power Engineer and Power Engineer/Lead Hand will be placed at Step 2 upon hiring and will move to Step 3 upon completion of the probationary period.

SCHEDULE A
Salary Scales – Effective June 17, 2010

	Step 1	Step 2	Step3	Step4
Accounting Clerk I	16.34	16.84	17.32	
Barn Worker	15.95	16.33	16.70	
Building Maintenance Man I	15.67	16.13	16.59	
Building Maintenance Man II	16.61	17.24	17.82	
Cleaner Lead Hand	16.17	16.68	17.19	
Computer Operator - Computer Support	24.10	25.29	26.47	
Computer Support Assistant	18.88	19.70	20.52	
Credit/Collection Clerk	18.23	18.93	19.63	
Electrician I *		20.24	20.93	
Equipment Operator I	15.35	15.77	16.19	
Equipment Operator II	15.67	16.13	16.59	
Equipment Operator III	16.35	16.93	17.48	
HACCP Assistant	16.35	16.93	17.48	
Inside Sales Representative	19.23	20.00	20.77	
Machinery Maintenance Man I	16.61	17.24	17.82	
Machinist *		20.24	20.93	
Meat Processor I	14.75	15.12	15.48	
Meat Processor II	15.95	16.33	16.70	
Meat Processor/Lead Hand	16.61	17.24	17.82	
Millwright Apprentice **	16.61	17.24	17.82	18.45
Millwright *		20.24	20.93	
Millwright Lead Hand *		21.35	22.03	
Payroll Clerk II	18.23	18.93	19.67	
Poultry Grader	16.17	16.68	17.19	
Poultry Plant Cleaner I	14.75	15.12	15.48	
Poultry Plant Cleaner II	15.34	15.71	16.08	
Poultry Worker I	14.75	15.12	15.48	
Poultry Worker II	14.95	15.33	15.70	
Poultry Worker/Lead Hand	17.10	17.68	18.23	
Power Engineer *		20.24	20.93	
Power Engineer Lead Hand *		21.35	22.03	
Presenter Detector	16.35	16.93	17.48	
Production Clerk	16.34	16.84	17.32	

Quality Assurance/			
Lab Technician	17.86	18.58	19.33
Receiver Stockhandler	16.61	17.24	17.82
Sales Clerk II	16.44	16.85	17.25
Sales Clerk III	17.54	18.12	18.69
ShipperI	15.19	15.60	16.00
Shipper/Lead Hand	15.90	16.38	16.89
Student	11.80		

SCHEDULE A

- (i) Positions designated by an * shall receive an additional \$2.00/Hour as a retention allowance.
- (ii) Positions designated by an ** shall receive an additional \$1.00/Hour as a retention allowance for Step 4 only.
- (iii) The positions of Electrician 1, Machinist, Millwright, Millwright/Lead Hand, Power Engineer and Power Engineer/Lead Hand will be placed at Step 2 upon hiring and will move to Step 3 upon completion of the probationary period.

SCHEDULE B

EARLY AND SAFE RETURN TO WORK

The Employer and the Union agree to be bound by the Newfoundland Human Rights Code and the Newfoundland Workplace Health Safety and Compensation Act.

The Early and Safe Return to Work (ESRTW) Procedures shall be implemented in accordance with the terms of the Collective Agreement.

The Employer and the Union agree to a joint Early and Safe Return to Work Workplace Committee.

- (a) The Committee will consist of equal representation and shall meet as often as necessary to facilitate the return to work process.
- (b) The Committee shall be co-chaired by an Employer co-chairperson and a Union co-chairperson.
- (c) The Committee members will meet with the injured employee at a mutually agreed time for the purposes of arranging an intake meeting as soon as possible after the parties receive medical notification that the employee is medically capable of returning to some form of employment.
- (d) The Committee members will work with the injured employee in order to review the employee's functional abilities.
- (e) The Committee, along with the injured worker and the health care provider, will agree on a proposed accommodation Return-to-Work plan.
- (f) The injured employee will be given appropriate time to consult with their treating health care provider and to consider the accommodation proposal.

- (g) The Committee and the injured employee, with the assistance of the health care provider, will prepare a schedule for follow up and monitoring of the employee's progress/recovery.
- (h) Follow-up meetings will be scheduled as required.
- (i) Any disputes arising out of the implementation of any part of ESRTW will be referred to the ESRTW Steering Committee.
- (j) The Committee will determine the appropriate course of accommodation with the assistance of the ESRTW Steering Committee where necessary.

The Employer and the Union agree to a joint ESRTW Steering Committee.

- (a) The Committee shall be comprised of three (3) Union representatives and three (3) Employer representatives, which shall include the ESRTW Workplace Committee Co-chairs, and a full time Union representative and the Director of Human Resources.
- (b) The Committee shall, where possible, identify suitable permanent placement in accordance with the terms of the Collective Agreement.
- (c) The Committee shall meet on a regular basis.
- (d) The Committee shall deal with any disputes arising out of the implementation of any part of ESRTW referred by the ESRTW Steering Committee.

The primary focus and initiative will be to return the employee back to their pre-injury employment. Injured employees will co-operate fully in the ESRTW Plan.

Employees who participate in an ESRTW Plan or is accommodated in other suitable or modified work on a permanent basis shall continue to remain at the pre-injury hourly wage or the wage of the new position,

whichever is greater, in accordance with the provisions on red-circled employees.

The Union shall notify the Employer, in writing, the names of the ESRTW Workplace Committee members and the names of the ESRTW Steering Committee members.

- (a) A list of the names of all Committee members shall be posted.
- (b) The Employer agrees that the Union Committee representatives will not suffer any loss of wages or benefits when required to attend scheduled meetings of the ESRTW Workplace Committee or to assist in the development of an ESRTW Plan.
- (c) Requests for time off for injured employees and ESRTW Workplace Committee representatives will be co-ordinated with the supervisor through the Return to Work Co-ordinator and the Employer.
- (d) A copy of all ESRTW Plans shall be provided to the Early and Safe Return to Work Committee upon request.


LETTER OF UNDERSTANDING - No. 1

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 and Labrador
Association of Public and
Private Employees



Country Ribbon Inc.

August 1, 2008

Date

LETTER OF UNDERSTANDING - No. 2

EMPLOYEE ASSISTANCE PROGRAM

This is to confirm the understanding reached during negotiations that the Employer will maintain an Employee Assistance Program which all Bargaining Unit employees will have a right to access on an as-need basis.



Newfoundland and Labrador
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Country Ribbon Inc.

August 1, 2008

Date

LETTER OF UNDERSTANDING – No. 3


RED CIRCLING EMPLOYEES

It is the intent of the Company to maintain the “red-circling” of wage rates for those employees red-circled with the following conditions:


When such employee applies for and is successful in obtaining another bargaining unit position, the employee will be paid the rate of the new position.

Employees who obtain a position as referred to in one (1) above will have their name removed from the “red-circle” list.

Employees on the “red-circle” list **will** not receive negotiated increases until such time as the rate for the position in which they are now working reaches their “red-circle” rate.



Newfoundland and Labrador
Association of Public and
Private Employees



Country Ribbon Inc.

August 1, 2008
Date

LETTER OF UNDERSTANDING - No. 4

CAMERAS

On site, cameras will be used for the protection of equipment and product and will not invade the personal privacy of employees.

Should the Employer wish to place cameras in other areas of the Plant, the Union will be notified prior to the placement.



Newfoundland and Labrador
Association of Public and
Private Employees



Country Ribbon Inc.

August 1, 2008

Date

LETTER OF UNDERSTANDING – No. 5

CLASSIFICATION REVIEW

The classification review process will continue for the life of this contract.

A Committee comprised of the Union's bargaining committee (a maximum of four **(4)** members) and an equal number of Employer representatives will work towards resolving all of the issues related to implementation.

The Committee may have the assistance of one (1) additional Union representative and one (1) additional Employer representative as resources.

The Parties agree that this process does not constitute an agreement to implement the Occupational Review in any subsequent round of Collective Bargaining.



Newfoundland and Labrador
Association of Public and
Private Employees



Country Ribbon Inc.

August 1, 2008

Date

LETTER OF UNDERSTANDING – No. 6

CONTRACTING OUT – BUILDING MAINTENANCE

Notwithstanding the provisions of Clause 16.01, the Employer agrees to consult with the Union in the event that the nature of building maintenance work to be done is such that because of time restrictions, cost, complexity or lack of capacity, skills, or qualifications the **work** cannot be carried out by employees regularly assigned on a full-time or temporary basis to the Maintenance Unit.



Newfoundland and Labrador
Association of Public and
Private Employees



Country Ribbon Inc.

August 1, 2008

Date

LETTER OF UNDERSTANDING - No. 7

JOURNEYMAN TRADESPERSONS

This is to confirm the understanding reached between the Union and the Employer regarding the hiring of Journeymen Tradespersons. Such new hires will be placed at the Step 2 rate of the pay scale for the duration of their probationary period. Upon successful completion of their probationary period, such employees shall be placed at Step 3 of the pay scale.



Newfoundland and Labrador
Association of Public and
Private Employees



Country Ribbon Inc.

August 1, 2008

Date