

COLLECTIVE AGREEMENT

Between

**National Automobile, Aerospace and Agricultural
Implement Workers Union of Canada (CAW-Canada)
and its Local 2216**

And

**Scotia Farm Services Limited
Kentville, Nova Scotia**

November 1, 2002 – October 31, 2005

13212 01

INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
1	PURPOSE	1
2	RECOGNITION	1
3	UNION SECURITY	1
4	MANAGEMENT RIGHTS AND RULES	2
5	GRIEVANCE PROCEDURE	3
6	DISCIPLINE	5
7	ARBITRATION	6
8	NON INTERRUPTION OF WORK	7
9	PROBATIONARY PERIOD	7
10	SENIORITY	8
11	LOSS OF SENIORITY	8
12	TEMPORARY TRANSFERS	8
13	PERMANENT TRANSFERS. PROMOTIONS. LAYOFFS . ETC.	9
14	LEAVE OF ABSENCE	11
15	WAGES	12
16	UNION RIGHTS AND UNION ACTIVITY	12
17	HOURS OF WORK AND OVERTIME	14
18	STATUTORY HOLIDAYS	17
19	PAID VACATIONS	18
20	COMPASSIONATE LEAVE	19
21	EMPLOYEE BENEFITS	20
22	SAFETY AND HEALTH	21
23	DISCRIMINATION	22
24	CORRESPONDENCE	22
25	PAY PERIOD	22
26	TECHNOLOGICAL CHANGE	23
27	TERM OF AGREEMENT	24
28	AMENDMENTS	24
	APPENDIX I	
	SCHEDULE A	

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Union and Scotia **Farm** Services **and** to provide collective bargaining relations to insure prompt and equitable disposition of grievances and to insure fair wages, hours and other working conditions.
- 1.02 It is recognized by this Agreement to be the duty of both parties to cooperate fully, both collectively and individually, for the promotion of the aforesaid conditions.

ARTICLE 2 - RECOGNITION

- 2.01 Scotia **Farm** Services recognizes the Union **as** the exclusive and sole bargaining agent for all its employees at the Kentville mill except those excluded by **the** certification order dated **August** 19, 1991.
- 2.02 The Union recognizes the responsibility of its members to **perform** their respective duties for the Company faithfully and diligently, and to **carry** out at all times their individual responsibilities according to the regulations, methods and procedures established by Management, subject to the provisions of this Agreement.

ARTICLE 3 - UNION SECURITY

3.01 Maintenance of the Membership

- a) The Company agrees that it shall be a condition of employment that any employee who at the date of signing of this Agreement is a member of the Union in good standing, or who becomes a member **after** that date shall maintain membership in the Union.
- b) Except for students enrolled in a post-secondary institution for not less than six (6) months in each year, the Company agrees that it shall be a condition of employment that all employees upon their date of hiring shall commence and continue to pay regular monthly dues, whether they join **the** Union or not.

3.02 No Discrimination or Penalty

No employee shall be subjected to any penalties against his application for membership or for reinstatement as a member in the Union except **as** may be provided in the Constitution and Bylaws **of** the Union; **and** no coercion or intimidation of any kind shall be practical to compel or influence an employee to join

the Union nor shall **any** discrimination of any kind whatsoever be practiced or permitted with respect to employees who are or who become members of the Union.

3.03 **Check-Off**

- a) **With** regard to employees in the bargaining unit, the Company agrees **that** it will, upon receipt of written authorization, deduct the initiation fee (if applicable) and regular monthly Union dues.
- b) The Company agrees to forward the total amount of deductions made **under** (a) and (b) above to the designated official of the **Local** Union on or before the tenth day of the month following that in which deductions were made.
- c) Special assessments if levied in accordance with the Constitution and Bylaws of the Union will be deducted from the members of the Union upon proper notification from the Union.

3.04 **A** copy of the current Agreement will be made available by the Company to all members of **the** bargaining unit.

3.05 The Company agrees to show the amount deducted for Union dues, during the calendar year, on each employee's T4 slip.

ARTICLE 4 - MANAGEMENT RIGHTS AND RULES

4.01 The Union agrees that, subject only to the provisions of this **Agreement**, it is the exclusive right of the Company to:

- a) maintain order, discipline and efficiency;
- b) hire, suspend, discharge, classify, **transfer**, promote, demote;
- c) judge the skill, knowledge and efficiency of individual employees;
- d) manage the enterprise in which the Company is engaged.

4.02 The Union agrees that any of the rights, powers or authority the Company had prior to the signing of this Agreement are retained by the Company, except **those** specifically abridged, delegated, granted or modified by this Agreement. In any **case**, the Company shall exercise such rights in a fair and just manner.

4.03 **The** Company has the right to make rules that are reasonable, provided **they** satisfy the following requirements:

- a) The rule must not be inconsistent with this **Agreement**.

- b) It must not be unreasonable.
- c) It must be clear **and** unequivocal.
- d) It must be brought to the attention of the employees affected before the Company can act on it.
- e) The employee concerned must have been notified that a breach of such rule would result in his discharge. If the rule is **used** as the foundation for discharge, that rule should have been constantly enforced by Management from the time it was first introduced.

ARTI

- 5.01 A grievance is defined as an alleged violation of any specific article or section of **this** Agreement.
- 5.02 In order to facilitate the orderly processing of a grievance, the Union shall appoint and the Company shall recognize a Grievance Committee, one of who shall be the Chairperson. The Union shall keep the Manager advised of the names of such committee members.
- 5.03 It is understood that Stewards and members of the Grievance Committee have their regular work to perform as employees. It is **acknowledged** that grievances should be serviced as soon as possible and that if it is necessary to **service** a grievance during working hours, employees will not leave their jobs without **giving** an explanation for leaving and obtaining their supervisor's permission. Permission will not be unreasonably withheld.
- 5.04 In order that a loss in production will be kept to a minimum, it is understood that grievances will be serviced outside of working hours whenever possible and on this understanding, the Company agrees that the Grievance Committee members shall not lose any pay for time lost by servicing grievances.
- 5.05 Should a grievance arise between the Company and Union or employees **as** to the meaning or application of the provisions of this Agreement, or **as** to the compliance by either party with any of its obligations under the Agreement, there shall be **no** strike, slowdown, work stoppage or suspension thereof by the Union or its members or lockouts by the Company on account of such grievance.
- 5.06 In the case of any general allegation by the Union that the Company has violated this Agreement in a manner that affects broad principles rather than specific individuals, the Union Grievance Committee shall present such grievance in writing to the Manager at Step 2 of the Grievance Procedure.

- 5.07 It is agreed that at the request of the Company, the Union Grievance Committee will meet with Management representatives to discuss any complaints or grievances that Management may have.
- 5.08 The time periods as stated in this article are exclusive of weekends and holidays. They may be reasonably extended by mutual agreement between the parties hereto.
- 5.09 **A grievance affecting an individual employee to be accepted must be initiated by the employee aggrieved within five (5) working days of the occurrence giving rise to the grievance, and it shall be handled in the following manner:**

STEP 1 • The employee shall be accompanied by the Chairperson or, in his absence, another member of the Grievance Committee, and shall submit in writing and discuss his grievance with his supervisor. The supervisor shall give his decision in writing to the employee or to the Grievance Committee member involved within thirty-six (36) hours after presentation of the grievance. Any grievance which cannot be resolved at Step 1 shall be referred to the Chairperson or, in his absence, a member of the Grievance Committee and committed to writing for resolution at the next step.

STEP 2 • If the grievance is not resolved in Step 1, the Chairperson or, in his absence, another member of the Grievance Committee, shall within forty-eight (48) hours of receipt of the decision in Step 1, submit to the Manager a signed written "Statement of Grievance" on proper forms. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, and shall indicate the remedy sought. Upon receipt of the written grievance, the Manager, or his designated representative, shall within forty-eight (48) hours, meet with the Chairperson or Grievance Committee member involved in an attempt to resolve the grievance. The representative of the Company shall give the Chairperson or his alternate an answer in writing no later than forty-eight (48) hours after such meeting.

STEP 3 • If the grievance is not resolved at Step 2, the grievance shall be submitted in writing to the Manager within five (5) days of receipt of the decision at Step 2.

The Manager or his appointee within five (5) days of having received the grievance shall either:

- a) submit his decision in writing to the **Union**; or
- b) arrange a meeting with the Union to attempt to resolve the grievance. Such a meeting would consist of the Manager or his appointee and **other** representatives of Management named by the Manager, on the hand; and the

aggrieved employee, the Union Steward, and the National Representative of the Union, on the **other** hand. The Company shall, within five (5) days after such meeting, submit its decision in writing to the Union.

STEP 4 - If the grievance is not satisfactorily resolved at Step 3, either party may submit the grievance to arbitration as outlined in Article 7 of this Agreement.

If **either** party has not initiated the arbitration procedure within **thirty** (30) calendar days following receipt of the decision at Step 3, the grievance will be deemed to have been resolved or withdrawn. Any grievance unresolved at **the** time of signing **this** Agreement shall be subject to the above time limits.

ARTICLE 6 - DISCIPLINE

6.01 An employee committing **any** of the following offenses will be liable to:

(In applying this system of progressive discipline, no disciplinary reprimands more than twelve (12) months old will be taken into account).

First offense • warning in writing
Second offense • maximum **three** (3) days suspension
Third offense • dismissal for cause

1. Loitering
2. Absence without good reason
3. Failing to advise his foreman when not able to report for **his** shift
4. Habitual lateness
5. Habitual absenteeism
6. Improper use of the Company's property
7. Violation of safety rules of a minor nature
8. Leaving the job before quitting time
9. Gambling on the Company's premises
10. Horseplay

6.02 An employee committing any of the following offenses will be liable to immediate dismissal:

1. Wilful disobedience to authority except where obedience would endanger his life or limb
2. Theft
3. Fighting

4. Being on the Company's premises or in Company vehicle while under the influence of alcoholic beverages and/or drugs
5. Bringing, having or consuming alcoholic beverages and/or drugs on the Company's premises or in Company vehicles
6. Smoking in prohibited areas
7. Wilful damage to the Company's property or the property of others
8. Punching another employee's time card
9. Absent without notification or permission for a period in excess of three (3) consecutive work days.

6.03 The above mentioned grounds for discipline are not meant to be exhaustive but merely illustrative. Any other acts of substance related to the fitness of the person may be considered cause.

6.04 When an employee is called into the office for any reason that may result in disciplinary action, he shall be accompanied by the Steward or another member of the Grievance Committee, however, the employee shall have the right to ~~ask~~ the Steward or his replacement to leave the meeting.

6.05 A claim by a permanent employee who has attained seniority that he ~~has~~ been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Manager within three (3) working days of the discharge.

ARTICLE 7 - ARBITRATION

7.01 When either party requests that any grievance be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party in this Agreement, within thirty (30) calendar days. Such request shall include up to three (3) nominees to act as arbitrator. The party receiving such notice shall within three (3) working days also submit up to three (3) nominees.

Both parties shall within five (5) full working days get together to agree on one of the nominees to act as arbitrator.

If they are unable to agree on ~~an~~ arbitrator, they shall ask the Federal Minister of Labour to appoint one. The arbitrator shall be chosen having regard to his qualifications and his familiarity with industrial relations.

7.02 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

- 7.03 The arbitrator shall not be authorized to make any decision which will alter, modify or **amend any part of this Agreement.**
- 7.04 The decision of the arbitrator shall be binding on the parties of this Agreement.
- 7.05 The fees and expenses of the arbitrator, not borne by any third party, shall be shared equally by the Company and the Union. All other expenses shall be borne by the party incurring **them.**

ARTICLE 8 - NON INTERRUPTION OF WORK

- 8.01 a) The Union agrees that it will not cause, authorize or sanction its members to cause or take part in (and it is agreed that the Company may discharge any employee ,who causes or takes part in) any sit-downs or slowdown or any strike or stoppage of operations or any curtailment of work or restriction of or interference with production or any picketing of the Company premises during the life of the Agreement or during the **course** of negotiations for a renewal or extension of this Agreement.
- b) The Company agrees that it will not cause or direct any lockout of employees during the life of the Agreement or during the course of negotiations for renewal or extension of this Agreement.
- 8.02 The Union agrees that no strike vote of the members of the Union will be **taken** during the term of this Agreement or during the course of negotiations for renewal or extension of **the** Agreement.

ARTICLE 9 - PROBATIONARY PERIOD

- 9.01 a) New employees will be considered as probationary employees for the first six (6) months of their employment and the discharge of any such employees shall not be the subject of a grievance. At the completion of this probationary period, seniority shall be backdated six (6) months.
- b) Continuous full time employment in a temporary position will be recognized for vacation and seniority purposes, once the six (6) months probationary period has been completed. For all other purposes, the employee's date of hire shall be the date he went on probation.

ARTICLE 10 - SENIORITY

- 10.01 Seniority shall mean accumulated service with the Company. All time worked prior to the signing of this Agreement shall be included when computing **an** employee's seniority, provided that his seniority begins **from** the time of starting **his** last uninterrupted employment. **An** interruption in employment shall not be interpreted to mean **an** absence **from** work because of layoff, sickness, accident or with permission of the Company.
- 10.02 **A** seniority list showing each employee's status shall be **posted** by the Company on a bulletin board within thirty **(30)** days after the signing of **this** Agreement. **Seniority** shall be deemed to be correct unless it has been disputed under the Grievance Procedure within one (1) week following the date of posting.
- 10.03 **An** updated seniority list will be made available to the Union Steward at reasonable intervals during the contract.
- 10.04 In the event that an employee who was released from a regular management or supervisory position becomes employed under this Collective Agreement, **his** seniority date shall become the date on which he commences work under **this** Agreement following his release.

ARTICLE 11 - LOSS OF SENIORITY

- 11.01 **An** employee's seniority standing shall be cancelled and his name removed from the seniority list if:
- a) he voluntarily quits or resigns;
 - b) he is discharged for just cause and is not reinstated according to provisions of the Grievance and Arbitration Procedure;
 - c) he is laid off for a period in excess of twelve (12) consecutive months if he has one year or more seniority at time of layoff;
 - d) if he has less than one year's seniority the allowable break shall be the time equivalent to one-half his length of service up to six **(6)** months.

ARTICLE 12 - TEMPORARY TRANSFERS

- 12.01 Employees on temporary assignments shall receive the higher rate of pay **and** shall on completion of such temporary assignment, return **to their** former jobs at **their** former rate.

- 12.02
- a) A temporary assignment shall not exceed the maximum term of leave of absence, sick leave or holiday pay.
 - b) Once it becomes obvious that a temporary vacancy will extend beyond two months, the vacancy will be posted and filled under Article 13.
 - c) **An** employee returning from sick leave of two (2) years or less will return to his previous job at the same step in the range as he had on going out and the employee filling the job in his absence will return to his **former** job and **so** forth with regard to any **other** employees promoted as a result of the original vacancy.
 - d) An employee returning **from** sick leave of more than two (2) years may exercise his seniority to bump the employee with least seniority and subsequently exercise his rights under Article 13 to bid for **any** vacancy that may arise.

ARTICLE 13 - PERMANENT TRANSFERS, PROMOTIONS, LAYOFFS, ETC.

- 13.01
- a) In the event of promotions, transfers, within the bargaining unit, preference shall be given on the basis of seniority where ability, skill and competence to perform the work are substantially equal.
 - b) Where promotions, permanent **transfers** or layoffs (subject to section 13.08) are made on other than the basis of seniority, the Company will advise the Union of the decision and reasons for it prior to advising the **employee(s)** affected.
- 13.02
- a) Where a permanent job becomes vacant or a new permanent job is created, it will be posted. The first posting of such job shall be for forty-eight (48) hours, excluding weekends and holidays, before the vacancy is permanently filled. All vacancies occurring due to the transfer of workers to fill the first vacancy shall be posted for twenty-four (24) hours excluding weekends and holidays before they are permanently filled.
 - b) When a permanent job becomes vacant and is not to be refilled immediately, management will advise the Union Steward in writing of the reason(s) within forty-eight (48) hours.
 - c) Where a permanent job is phased out, the employee who held **the** job may bump **any** other employee with less seniority provided he **has** the qualifications to become competent in the job within thirty (30) working

days. If he fails to prove such competence, he will be assigned to such **other** job as management deems him capable of and for which he has seniority, provided such a job is available. Where the employee moves to a lower rated job, his pay rate will be reduced to the top of the range for such job. If he moves to another job within the same grade, his pay will remain unchanged and he will progress through the range based on the normal time progressions.

- 13.03 Applications for posted vacancies will be made in writing and in duplicate to the Manager. The Manager will forward a copy to the Chairperson.
- 13.04 Any permanent employee who wishes to be considered for vacancies posted during his absence must notify the Manager, in writing, with a copy to the Union. If the individual is awarded the **job** he must take it.
- 13.05 If the successful applicant for a job proves to be unsatisfactory as **determined by** management within the first thirty (30) working days on the job, he shall **return to his former** job. Reposting of the job is not necessary and a replacement will be selected **from** the balance of the applicants with preference given on the basis of **seniority** where ability, skill and competence to perform the work are substantially equal. If none of the balance of the applicants **so** meet the job requirements, then management will select whomsoever it may consider satisfactory for the **job** and who is ready to accept it.
- 13.06 Upon promotion to a higher grade, employees will go to the next step in the new grade which will provide an increase. Subsequent salary increases will follow the normal time progressions outlined in the Salary Schedule, providing work performance is satisfactory. Permanent status in the new position will be granted after sixty (60) days satisfactory performance.
- 13.07 Upon promotion to a supervisory or management job, a bargaining unit employee may, within the six (6) months probationary period, return to his **former** position with no loss of **seniority**.
- 13.08
- a) In the event of a layoff, retention shall be on the basis of seniority, provided the senior employee is able to perform the work available in a satisfactory manner following a reasonable familiarization period. Past experience on the job will be recognized.
 - b) The Company shall give an employee two **(2)** week's notice of a planned layoff of one (1) week or more or pay in lieu thereof and **two (2)** days notice of a layoff of less than one (1) week, except where such layoff clearly results

from causes that are unforeseeable; e.g., Acts of God. This will not apply to probationary employees.

- c) Employees shall be recalled in the order of their seniority when jobs become available, provided they have the proven ability to perform such jobs. The Company shall give notice of recall by registered mail to the last address given to the Company in writing by the employee. The employee shall advise the Company of his intentions by telephone or telegram within twenty-four (24) hours of having received the registered letter or forfeit his rights to recall. If he indicates that he will return, then he must do so within five (5) work days of having received the registered letter or forfeit his right to recall. An employee may refuse to exercise his right to recall to other than his regular job without prejudicing his right to future recall if:
- i) he so advises management by telephone or telegram within twenty-four (24) hours of having received a recall notice by registered mail;
 - ii) there is a junior employee on layoff in the same grade or lower and with proven ability to do the job.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01** The Company may grant leave of absence without pay to any employee for reasons which, in the opinion of management, are legitimate. Any person who is absent with written permission shall not be considered to have been laid off. Seniority will be accumulated during such authorized absence.
- 14.02** Any leave of absence granted under Section 14.01 shall be in writing and not exceeding three (3) weeks in any one year, and no such leave will affect any employee's seniority rights. In the case of military or other special courses, these will be given consideration as they rise.
- 14.03**
- a) An employee wishing to engage in full time Union work shall be granted leave of absence provided that:
 - 1. He give thirty (30) days' notice of application for such leave.
 - 2. The leave of absence does not exceed one (1) year.
 - 3. Not more than one employee from the bargaining unit is on such leave of absence.

b) The effect of such leave of absence on employee benefits shall be the same as for layoff (see Article **22**).

14.04 If **an** employee works elsewhere while on leave of absence, he may be dismissed unless he has written permission from management to do such work.

14.05 The Company will pay up to one (1) employee for up to **three** (3) days for the purpose of bargaining.

14.06 In the event that the employee cannot arrange an evening or Saturday appointment with a doctor or dentist, the Company will allow up to two (**2**) hours leave per year.

14.07 Child Care Leave - The provisions of the Canada Labour Code will apply.

14.08 Jury Duty - When **an** employeemust serve on jury **duty** or is subpoenaed **as a witness** in a court proceeding other **than** on his or her own behalf, they will be allowed the necessary time **off** at no reduction in regular salary. The employee will be required to submit pay received for such service to the Company.

A ~~_____~~ W

15.01 A schedule of wage rates shall be attached to this Agreement in **the form of** Appendix A and shall be part of this Agreement.

ARTICLE 16 - UNION RIGHTS AND UNION ACTIVITY

16.01 The Union shall notify the Company in writing the names of its representatives **as** follows: Officers, Bargaining Committee Members, Grievance Committee **Members** and Stewards.

16.02 The Company shall provide the Chairperson with all necessary information relating to the following matters for the employees within the Bargaining Unit, on a current basis:

- a) **A** list of employees showing their names, addresses **and** classifications;
- b) Job postings, job awards, promotions and demotions and permanent **transfers**;
- c) Hirings, discharges, suspensions, written warnings, resignations, retirements and deaths unless the employee requests, in writing, that this infomation be withheld **from** the Union.

- 16.03** Employees in the bargaining unit shall have access to their own personnel records at reasonable times and shall, upon request, be provided with copies of any official material contained in such records.
- 16.04** The Company shall provide a bulletin board at an appropriate location upon **which** the Union shall have the right to post notices relating to matters of interest to the Union and to the employees.
- 16.05** The Company agrees to acquaint new employees with the fact that a collective agreement is in effect and to introduce a new employee to a member of the Union.
- 16.06** Union representatives shall be permitted to leave their work during working hours in order to carry out their function under this agreement, including the investigation and processing of grievances and attendance at meetings with management. Permission to leave their work during working hours for such purposes shall first be obtained from his supervisor and such permission shall not be unreasonably withheld. All such time spent shall be without loss of regular pay.
- 16.07** Leave of absence without loss of seniority or other benefits shall be granted **to one** (1) employee for the purpose of attending Union functions such **as** conventions, schools, seminars, etc. Such leave of absence shall be restricted to one (1) employee at one time for a maximum of ten (10) working days per **year**. **The** Manager may **permit** a second employee said leave at the same time provided it does not affect the work place to such a degree that production would be jeopardized. **The** employee(s) must advise management **at** least one (1) week in advance, wherever possible.
- 16.08** Special meetings between management and Union committee shall be held within three (3) working days after receipt by either party **from** the **other** of notice requesting such special meeting, together with an agenda of the subject or subjects to be discussed.
- 16.09** Meetings between the management and the Union committee will be held on the premises of the Company, and those members of the Union committee who must attend such meetings during their working hours will be paid by the Company for such time lost from work at their regular rate, provided that when meetings are called at the request of the Union, such meetings will not be unreasonably frequent.
- 16.10** It is agreed that when the National Representative wishes to enter the plant to discuss Union business with members of the Bargaining Unit, he will obtain prior permission from management; such permission will not be unreasonably withheld.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.01
- a) The regular work week for production workers shall be Monday **through** Friday, consisting of five **(5)** days of eight (8) hours per day and forty **(40)** hours per week.
 - b) The regular work week for maintenance employees shall be forty **(40)** hours per week to be worked in five **(5)** consecutive days of eight (8) hours per day Monday through Friday.
 - c) When an irregular work week is required, it shall consist of four **(4)** ten (10) hour shifts. Days off shall be either Friday and Saturday or Saturday and Sunday plus either a Tuesday or Wednesday **off**. The days **off** (Tuesday/Wednesday) will be mutually agreed upon at the local level.
- 17.02
- The Company shall provide the Union with a schedule setting forth the normal daily hours of work for every employee indicating normal starting and quitting times for each.
- 17.03
- The daily hours scheduled may be altered from time to time **as** required for the operation and improvement of the Company's business. The Company agrees, however, that 'except by mutual consent, no individual employee's schedule shall be changed without twenty-four **(24)** hours (one day's) notice nor any group's schedule, without three days' notice. The Union will be advised beforehand of changes to be made in the group's schedule, or when feasible, in **an** individual's schedule. Alternative schedules, considered to be more in keeping with the wishes of the employees, may be submitted by the Union. Such schedules may be implemented by the Company provided management agrees they meet satisfactorily the requirements of the business. In the event that an **employee's** scheduled **shift** is cancelled without at least twenty-four **(24)** hours notice, he shall be paid his regular pay for that shift regardless of whether or not he is required to work. This will not apply to a cancellation due to circumstances beyond the control of management.
- 17.04
- a) Time and one-half shall be paid after the number of prescribed hours in any day.
 - b) When an employee is instructed by management to **report** later **than his** regular scheduled starting time, one and one-half times his regular rate will apply after his scheduled quitting time. Similarly, when **an** employee is required to work before his scheduled starting time, he will be paid one and one-half times his regular rate for such hours worked. In all other cases, part (a) of this section will apply.

- 17.05**
- a) All permanent employees who are required to work on a sixth day in any one week shall be paid one **and** one-half times their regular rate of pay for all hours worked on their sixth day of work.
 - b) All permanent employees who are required to work on a seventh day in any one week shall be paid two (2) times their regular rate of pay for all hours worked on their seventh day of work.
 - c) Management working will continue as they are now presently doing and this will not cause present employees to lose hours or replace **jobs**.

17.06 The Company agrees to grant rest periods of fifteen (15) minutes each, provided the working time of any one shift exceeds two (2) hours. The Union agrees that except in cases of personal necessity, employees shall not ask for additional time **off** during the working day. The Union agrees that rest periods are a privilege **and** should not be abused.

- 17.07**
- a) Employees shall not be required to work more than **five (5)** hours or **one (1)** hour beyond normal quitting time without a thirty (30) minute meal period.
 - b) Meal periods on the day shift shall be taken between 10:00 a.m. and 1:00 p.m., and on the afternoon shift between 8:00 p.m. and 10:00 p.m. In the event an employee is requested by Management to waive a **meal** period due to a requirement of the service, or where authority of Management cannot be obtained to work a meal period, the employee shall advise the Company and have their meal period rescheduled during the balance of the shift.
 - c) It is agreed that a meal supplement of \$5.00 shall be paid if an employee works two (**2**) to five (**5**) hours overtime beyond normal quitting time; that a second meal supplement will be paid if the employee works five (**5**) to nine (9) hours overtime beyond normal quitting time; and that a third meal supplement will be paid if the employee works more than nine (**9**) hours overtime beyond normal quitting time.
 - d) Where an employee works overtime on Saturday he will be paid the meal supplement only if the overtime was scheduled for five (**5**) hours or less and it exceeds five (**5**) hours, If such overtime was scheduled to last five (**5**) hours or longer, then the employee will be responsible for his own lunch.
- 17.08**
- a) If overtime in excess of one (1) hour is to be worked, notice of four (**4**) hours working time shall be given unless mutually agreed by the parties concerned.

- b) If overtime is to be worked on the employee's "sixth" or "seventh" day, then notice shall be given to the employee prior to the end of his last scheduled shift unless otherwise mutually agreed by the parties concerned, and as below:
1. Emergencies beyond the reasonable control of management.
 2. Failure of **an** employee to appear for his shift unless he advises management not later than **five (5)** hours before the **end** of the **current** shift.

17.09 a) When overtime is required at the end of a shift, the employee normally responsible for doing the work is expected to work such overtime.

- b) All overtime work will be on a seniority basis. Weekend overtime will be offered first to the employee(s) who normally does (do) that **work** and, if there is more **than** one such person, in order of seniority. If such employee(s) decline(s) the overtime then it will be offered in order of seniority to the **other** qualified employees in the bargaining unit. In any case, the most junior qualified person available shall not have the right to refuse the overtime.

17.10 An employee who is specifically called in to **work**, while off duty and outside the employee's normal working hours for emergency purposes, shall be paid four (**4**) hours pay at the employee's straight time rate, or for the actual overtime hours worked in accordance with the provisions of 17.04 and 17.05, whichever is more advantageous to the employee.

17.11 Should future classification of the application of the Canada Labour (Standards) Code require changes in the provisions of this Agreement with respect to hours of work and overtime, it is agreed that this clause will be reopened during the term of the Agreement for the purpose of making such changes.

17.12 a) The maintenance persons will be on call on a continual basis **to** deal with emergencies and in such cases clause 17.10 shall apply.

- b) Notwithstanding the above, a maintenance person shall not be required **to** be on call every second weekend.

17.13 The maintenance persons will work such overtime as authorized and/or directed **to** keep the Company property and equipment in good condition (subject to the Canada Labour Code, if applicable). **Hours** worked in excess of eight (**8**) per day or forty (40) per week shall be at one and one-half (1 1/2) times the regular rate.

17.14 Overtime hours may be banked to a maximum of 160 hours. If a person covered by this Agreement reaches the maximum of 160 hours in their time bank, then all overtime worked beyond the 160 hours shall be paid in accordance with the Collective Agreement. All hours in the time bank shall be taken in time ~~off~~ in lieu of pay unless otherwise mutually agreed between the employer and the employee.

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 a) The Company agrees to pay all permanent employees at their regular rates for the following eight (8) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Armistice Day
Dominion Day	Christmas Day

If any of these falls on a Sunday, the day proclaimed in its stead shall be observed.

- b) In addition, there will be two floating holidays - one in lieu of Boxing Day **and** one in anticipation of a new provincial or federal holiday. To qualify for such holidays, **an** employee must have completed thirty (30) days service prior to Boxing Day in the first case, and thirty (30) days service prior to August 1st in the second case.
- c) In determining when an employee is to take the floating holidays, his wishes will be followed wherever possible, subject, however, to management's needs to keep the work scheduled in **an** efficient manner.
- d) If an employee's request for any of their floating holidays in accordance with Article 18.01 (b) and (c) have been denied, the employee may choose to accumulate unused floating holidays from year to year or, alternatively, receive pay on the first pay period following the year end by notifying the Company in writing no later than December 15th as to the number of days to be paid or carried forward. Not later than February 1st of each year, the Company will post a list advising each employee of any outstanding floating holidays.
- e) In addition to the present **eight** (8) identified holidays and the **two (2)** floating holidays *referred* to above, each employee who has completed his probationary period shall be entitled to one (1) additional paid holiday to **be** identified as a "Personal Day". This holiday **must** be taken within the

contract year with the understanding that not more than one employee is on such holiday at any one time unless approved by management in advance. The employee must give management reasonable notice of **his** choice of the day to be taken **as** his Personal Day.

- f) Employees shall receive one day's pay for each holiday and if **an** employee works on said holiday, he shall receive time and one-half (1/2 **X**) for time **worked**.
- g) Should an employee be scheduled to work on a Saturday of a long weekend, he shall be paid time and one-half (1 1/2 **X**) for all hours worked on that day.

18.02 An employee on sick leave or leave of absence who has not worked during the fourteen (**14**) days immediately preceding a holiday shall not qualify for holiday pay (subject to 18.01 above).

ARTICLE 19 - PAID VACATIONS

19.01 a) Annual vacations are provided to employees for the purpose of rest and relaxation from their duties, and for attending to personal business. Vacation time will be allocated to suit the wishes of the employee where possible, but will be subject finally to approval by the appropriate superintendent, based on his needs to keep work scheduled in the most efficient way. Employees are expected to take their vacation leave at least one week at a time.

b) Notwithstanding 19.01(a), it is agreed that requests by senior employees for vacation time during the period June 15 through September 15 will be limited to two (2) consecutive weeks in order that less senior employees will have **an** opportunity to have some of their vacation time during that period. However, if additional time during that period is available, then seniority will prevail in the choice for such available time off. Application for vacation will be submitted by the 15th day of April in each year. Management will award vacations by the 1st day of May in each year.

19.02 An employee who by September 30 in any year has been continuously employed for a period of at least one (1) year, and less than three (3) years shall be entitled to **an** annual vacation of two (2) paid work weeks.

19.03 a) An employee who by September 30 in any year has been continuously employed for three (3) or more years shall be entitled to **an annual** vacation of three (3) paid work weeks.

b) An employee ~~who~~ by September 30 has been continuously employed for two (2) years but less than three (3) years shall be entitled to an annual vacation of two (2) paid work weeks plus one-half (1/2) day ~~per~~ month of completed service beyond two (2) years, not exceeding two and one-half (2 1/2) days for any six (6) month period.

19.04 a) An employee who by September 30 in any year has been continuously employed for fifteen (15) or more years shall be entitled to an annual vacation of four (4) paid work weeks.

b) An employee who by September 30 has been continuously employed for fourteen (14) years but less than fifteen (15) years shall be entitled to an annual vacation of three (3) paid work weeks plus one-half (1/2) day per month of completed service beyond fourteen (14) years, not exceeding two and one-half (2 1/2) days for any six (6) month period.

19.05 An employee who by September 30 in any year has been continuously employed for twenty (20) or more years shall be entitled to an annual vacation of five (5) paid work weeks.

19.06 An employee who by September 30 in any year has been continuously employed for a period of less than a year but at least thirty (30) days shall be entitled to annual vacation of an amount equal to one (1) day for each full month of service up to a maximum of five (5) working days for any six (6) month period.

19.07 Vacation pay for each week of vacation shall be the normal weekly rate, provided that this amount may be reduced by one-fifty-second (1/52) for each week of absence excepting absences which are:

1. With permission up to 30 days annually;
2. Due to sickness up to thirty days annually, or such longer periods not exceeding six (6) months as an employee may be entitled to receive sick leave pay or sick benefits under plans provided by the Company;
3. Up to one year due to a compensable accident.

19.08 In no event shall the employee's annual vacation pay be less than four percent (4%) of his gross earnings during the twelve (12) months to September 30.

ARTICLE 20 - COMPASSIONATE LEAVE

20.01 A permanent employee is entitled to compassionate leave with no loss of pay at the time of death of a family member of their immediate family, as follows: five (5)

calendar days for spouse, child, mother, father, sister and brother; three (3) calendar days for grandparent, grandchild, mother-in-law, father-in-law. A permanent employee is entitled to compassionate leave of one (1) working day with pay for, sister-in-law, brother-in-law.

- 20.02 Additional compassionate leave may be extended without pay up to a maximum of fifteen (15) calendar days on the approval of Management should circumstances warrant.
- 20.03 **Where** an employee becomes entitled to compassionate leave during his scheduled vacation the day's vacation so replaced shall be credited to him. Where one compassionate leave period expires one week or more prior to his scheduled return from vacation he may be required to return on that date and use remaining vacation credits at a later date.
- 20.04 In the event that the employee attends a funeral of a relative specified above which requires considerable travel time, the employee shall be guaranteed additional one-half (%) day compassionate leave for every four (4) hours of travel to a maximum of two (2) days.

ARTICLE 21 - EMPLOYEE BENEFITS

- 21.01 All permanent employees of the bargaining unit (as defined in clause 2.01 of this Agreement) shall be entitled to a maximum of five (5) days sick leave with full regular pay in any one year. Any employee hired after September 1st will have his sick leave credits for that year reduced proportionately.
- A** maximum of five (5) days or fifty (50) hours (whichever is the greater) of unused sick leave credits may be carried forward to the next year thus entitling such employee to a maximum of ten (10) days or one hundred (100) hours (whichever is the greater) sick leave with full pay in that year, but in any case, employees shall be entitled to 50% pay for all unused sick days at the expiry of this contract.
- 21.02 The Company may at any time require a satisfactory medical certificate in support of a claim for sick leave. Any claim covering more than three (3) consecutive days must be supported by such a medical certificate. Similarly, any claim covering one (1) or more days immediately preceding or following a holiday must be supported by a medical certificate.

To be satisfactory, a medical certificate must specify the date and nature of the illness and the duration of time such illness prevented the employee from working. It must

be signed by a qualified medical practitioner. The cost of such medical certificate will be borne by the employee.

- 21.03** Sick leave will not be paid to probationary employees nor to any employee eligible for benefits under the Worker's Compensation Act or by virtue of any other federal or provincial legislation.
- 21.04** The Company has a Group Benefit Plan with *Imperial Life* and all employees will be given a copy of said plan. The benefits contained in the Plan shall not be changed except by agreement between the Company and the Union.
- 21.05** An employee may take any vacation pay he has earned to time of layoff, if such layoff is for ten (10) working days or more for an indefinite period.

ARTICLE 22 - SAFETY AND HEALTH

- 22.01** The Company agrees to make reasonable provisions for the safety **and** health of employees during the hours of their employment. It is understood that safety and health of the employees is **governed** by ~~Part~~ **Part** IV of the Canada Labour Code. If reasonable provisions are not made for the safety and health **of** employees, the ~~matter~~ may be subject to the grievance procedure.
- 22.02** **A** Joint Health and **Safety** Committee of **two (2)** representatives of each party shall be formed for meeting and conducting business and shall meet approximately once per month, but no less than nine (9) times per year. The minutes shall be **signed** by both parties and posted in the workplace. It is understood by the parties there may be times that only one Company representative will attend such meeting due to work requirements.
- 22.03** The Health and Safety Committee:
- a) shall receive, consider and expeditiously dispose of complaints relating to the health and safety of the employees represented by the Committee;
 - b) shall maintain records pertaining to the disposition of complaints relating to the health and safety of the employees represented by the Committee;
 - c) shall cooperate with any occupational health service established to serve the workplace;
 - d) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the health and safety of employees;

- e) shall monitor on a regular basis **programs**, measures and procedures related to the health and safety of employees;
- f) A member of the Health and Safety Committee shall be entitled to time from their work as necessary to attend meetings or **to carry out any other function** as a member of the Committee, and any time spent by the member while carrying out **any** of their functions as a **member** of the Committee shall, for the purpose of calculating wages owing to them, be deemed to have been spent at their work.

22.04 Injury on the Job - An employee who sustains a work related injury and is unable **to** continue at his job shall be paid his regular wage for the remainder of the scheduled shift on which the injury occurs.

ARTICLE 23 - HUMAN RIGHTS

23.01 No employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company or the Union, their officers or agents on the grounds of race, national or ethnic origin, colour, religion, age, sex, marital status, **sexual** orientation or political affiliation. The Company **further** commits that no employee will be unlawfully interfered with, restrained, coerced or discriminated against **by** the Company, their officers or agents because of membership in, or lawful activity on behalf of the Union.

ARTICLE 24 - CORRESPONDENCE

24.01 Except where otherwise provided, official communications in the form of correspondence between the Company and the Union will be forwarded to the National Representative at Suite 1306 Cogswell **Tower**, 2000 Barrington Street, Halifax, Nova Scotia B3J 3K1.

ARTICLE 25 - PAY PERIOD

25.01 The present pay period that is the present practice will continue for the remainder of this Agreement. When the mill is operating on ten (10) hour shifts, regular employees shall be paid forty **(40)** hours per week. Any overtime worked will accumulate and be paid on the regular pay of the last pay period of each month. Employees may by request be paid such overtime by separate cheque.

ARTICLE 26 – TECHNOLOGICAL CHANGE

- 26.01** The intent and purpose of the following articles is to ensure that ample consideration is given to the effect technological change will have upon the job security and conditions of employment of employees as well as the continuing effectiveness of the Company.
- 26.02** Technological change means the introduction by the Company of equipment, work methods, organization, processes or operations different in nature or type from that previously utilized by the Company or of any modification to present equipment, work methods, organization, processes or operations.
- 26.03** To ensure the intent, purpose and benefits of technological change are achieved, **the** Company will meet with the designated representatives of the Union no less than ninety (90) days prior to the implementation of any technological change.
- 26.04** The Company shall provide the above representatives **with** materials pertaining **to** technological change which may be required to ensure that the fullest discussions take place on such matters **as**:
- a) the nature of the change;
 - b) hold constructive and meaningful consultations in **an** effort to reach agreement on solutions to the problems arising from this change;
 - c) the approximate date of which the Company proposes **to** implement the change;
 - d) the effects the change may be expected to have on the employees' working conditions and **terms** of employment;
 - e) all other pertinent data relating to the anticipated effects on employees including **the** change in skills.
- The Company will also update the information provided, on a continuous basis, **as** soon as new developments arise or modifications are made.
- 26.05** Where new or greater skills are required, such employees shall, **at** the expense of the Employer, be approved with a reasonable period of training. The parties agree to discuss appropriate training for the specific changes identified.
- 26.06** An employee who is laid **off** as a result of technological change shall be entitled **to** severance of one (1) week's pay at their current rate for each **full** year of service at any time prior to the expiry of the employee's seniority, and in so doing, **forfeits** seniority rights.

ARTICLE 27 - TERM OF AGREEMENT

27.01 This Agreement shall remain in effect until October 31, 2005, and shall continue automatically thereafter during the periods of one year each, unless either party notifies the other between the ~~60th~~ and the 30th day prior to the expiration date by written notice that it wishes to terminate or to amend this Agreement or to negotiate a new one.

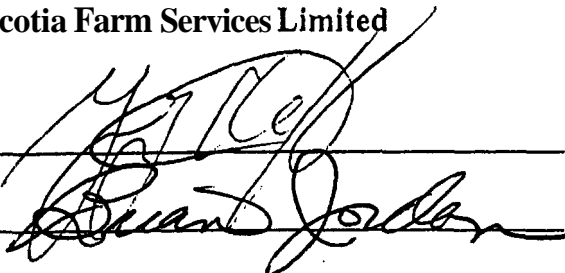
27.02 If at the date of expiration a new Agreement has not ~~been~~ signed, the present Agreement will stay in force until such time as all the steps relating to conciliation in the Labour Code of Canada have been complied with.

ARTICLE 28 - AMENDMENTS

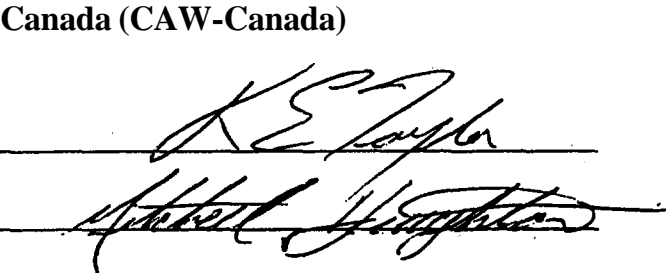
28.01 All provisions of this Agreement with the exception of those defining the term of the Agreement may be amended by mutual consent at any time.

This Agreement signed this 31st day of OCTOBER, 2002, between the parties hereinbefore mentioned.

Scotia Farm Services Limited



National Automobile, Aerospace and
Agricultural Implement Workers Union of
Canada (CAW-Canada)



APPENDIX I

LOST TIME DUE TO STORMY WEATHER

In cases of severe bad weather (eg. snow **storms**) which prevent employees generally **from getting** to work on time or at all, a grace period of one hour will be allowed **so** that employees who arrive at work within one hour of their normal starting time will **suffer** no loss of pay. The grace **period** will **only** apply where **the** Manager **rules** that the storm did in fact constitute "severe bad weather".

CLOTHING

The Company will provide once a year **to** each employee the following:

- Two (2) shirts
- Two (2) pairs of pants
- One** (1) pair of coveralls
- One (1) pair C.S.A. approved safety boots

Such items shall be provided by the end of November in each year.

SCHEDULE A

<u>JOB GRADES AND WAGES</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Mill Technician	15.85	16.20	16.55
Maintenance	16.75	17.10	17.45
Trainee/Start Rate	9.50	9.50	9.50

Note: Employees who require training will be paid no less than the **trainee/start rate** and shall advance to the **full** rate within two (2) years. The Company and the Union will review the progress at least every **six** (6) months and agree on a wage progression commensurate with ability **and** progress to the full rate of pay.