

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**OMSTEAD FOODS LIMITED**

(hereinafter called the "Company")

**- and -**

**UNITED FOODS & COMMERCIAL  
WORKERS UNION**

**LOCAL 459**

(hereinafter called the "Union")

**TERM:**

**APRIL 1, 2008**

**to**

**March 31, 2011**

## ARTICLE 1

### PURPOSE

- 1.01** The purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees employed within the bargaining unit described in Article 3 of this Agreement and to provide a mechanism for the prompt and equitable disposition of grievances, as per Article 7 and 8 of this Collective Agreement.

## ARTICLE 2

### DEFINITIONS

- 2.01** The word “employee” shall mean a person employed within the bargaining unit described in Article 3 of this Agreement, who is not a “seasonal employee” as hereinafter defined.
- 2.02** The phrase “probationary employee” shall mean an employee who has not completed the probationary period prescribed in this Agreement and who has not acquired seniority.
- 2.03** The phrase “seniority employee” shall mean an employee who has completed the probationary period prescribed in this Agreement and who has been retained in the employ of the Company following completion of the probationary period and who has acquired seniority.
- 2.04** The phrase “seasonal employee” shall mean a person employed within the bargaining unit described in Article 3 of this Agreement whose employment is during the period from and including June 15th in any year up to and including December 15th.

Seasonal employees shall not acquire seniority or seniority rights, shall not interfere with the seniority rights of seniority employees and shall not displace probationary employees. The only provision of this Agreement which apply to seasonal employees are those provisions which are specifically applicable to seasonal employees and such provisions shall only apply to seasonal employees to the extent specifically provided in such provisions.

- 2.05** Whenever the singular or masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.
- 2.06** The Company and the Union do not and will not, as a matter of policy, discriminate against any employee because of race, creed, colour, sex, national origin or membership in the Union.
- 2.07** Hourly lead workers selected by the Company shall lead and direct the workforce and be responsible for:
1. Training employees when necessary
  2. Ensuring that directions of the supervisor are followed
  3. Coordinating work as required
  4. Checking work for quality and quantity

5. Reporting necessary information
6. Performing necessary manual duties

Lead workers shall not normally replace an employee in a classified job unless a replacement is not available. It is agreed and understood lead workers will not issue discipline to other employees.

### **ARTICLE 3**

#### **RECOGNITION**

- 3.01** The Company recognizes the Union as the sole bargaining agent of all employees of the Company in the Townships of Chatham-Kent, Leamington, save and except Foremen and persons above the rank of Foreman, Security Guards, persons employed in the growing and harvesting of agricultural products, Office and Sales Staff, Quality Assurance Personnel, Pollution Control Personnel, Retail Sales Personnel, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation periods.

### **ARTICLE 4**

#### **UNION SECURITY AND UNION DUES**

- 4.01** All seniority employees who are members of the Union shall remain members of the Union. A new employee shall become a member of the Union upon completion of the probationary period prescribed in this Agreement. A seasonal employee shall become a member of the Union after he has worked a total of thirty (30) actual days, consecutive or intermittent, within any period of three (3) consecutive months.
- 4.02** The union expressly agrees that no seniority employee and no seasonal employee will be denied membership in the Union except for the non-payment of Union dues.
- 4.03** (a) The Company will deduct union dues, as set from time to time by the Union, from the pay of each seniority employee who is a member of the Union and from the pay of each seasonal employee who is a member of the Union, as hereinbefore provided, when so authorized by such employee, in writing, on a form acceptable to the Company. Such deductions shall be made monthly on the employees' fourth pay period each calendar month and the amount so deducted shall be transmitted to the Union before the 10th day of the following calendar month.
- (b) Per the International Constitution, all employees who are in the Union and who have worked any hours within the calendar month, will pay Union dues.
- 4.04** (a) There shall be elected or selected one (1) Steward from each shift (day/afternoon), in each Department, for a total of two (2) from each Department. A Steward must have at least three (3) years of seniority with the Company.
- (b) The Union's Negotiating/Grievance Committee shall be comprised of four (4) members from the bargaining unit at large, plus the Chief Steward and the Assistant Chief Steward.
- 4.05** The Company will not recognize any employee as a Steward until it has received written notice from the Union to this effect. The Union will inform the Company in writing, of any changes in the names

of the Stewards.

**4.06** (a) It is acknowledged that Stewards have their regular duties to perform as employees and that such duties must be performed in the same manner and to the same extent as other employees. A Steward shall not leave his regular duties without receiving permission from his supervisor. The supervisor will not unreasonably refuse to grant a Steward permission to leave his regular duties for a reasonable length of time, without loss of pay, in order to perform any of the duties required to be performed by a Steward pursuant to the provisions contained in Article 7 of this Agreement.

(b) The Chief Steward or his designate shall have up to forty (40) hours per week to perform union business if necessary. It is understood that the Company may require the Chief Steward or his designate to perform duties in his classification or other duties in an emergency.

The Chief Steward or his designate shall have the privilege of working on the day shift. The rate of pay shall be determined by his classification held previous to the effective date of that Chief Steward position.

**4.07** Notwithstanding the other provisions of this Agreement, in the event of a layoff, Stewards (to include the Assistant Chief Steward) will be the last to be laid off within their Department and on the shift where they exercise their seniority, provided they have the ability, willingness and qualifications to satisfactorily perform the jobs to be done.

The Chief Steward will be the last to be laid off provided he has the ability, willingness and qualifications to satisfactorily perform the jobs to be done.

**4.08** The Company will provide an office to the Union for exclusive use of the Union. The Business Agent, Vice-President and/or President of the Union will not be denied access to the Company's premises for the purpose of conducting Union business regarding employees of the Company, provided prior notification is given to the Human Resources Manager, or his designate, and his approval is obtained.

**4.09** (a) It is the intent of this contract that a person acting in a supervisory capacity shall not be permitted to perform any work that is performed by employees covered by this contract, except as follows:

- i) in the instruction or training of employees.
- ii) in the performance of necessary work when scheduled work is interrupted as a result of any emergency situation, including breakdowns or for relief work, none of which deprives any employee of employment.
- iii) in supervisory training which does not deprive any employee of employment.
- iv) in experimental work which does not deprive any employee of employment.
- v) in the installation of equipment or new processes to the extent required to train or instruct employees which work does not deprive any employee of employment.

(b) The Company will analyze all project work to determine which projects may have the potential to be performed by bargaining unit employees in lieu of subcontracting said work. This analysis will include the cost and scope of the project, the equipment required, the availability of qualified employees (including back ups), time constraints, and whether the project is to be bid on a time and material basis.

The Company will notify the Chief Steward of any planned project work and meet with him in advance of tender to review scheduled work and the status of work in progress.

- 4.10** During the terms of this agreement, neither party shall enter into any agreement or contract with each other which conflicts with or has the effect of changing any of the terms of this agreement.

The parties may, however, agree between themselves to clarify existing contract provisions or to address and reach agreement concerning matters not covered by this agreement.

Any mutual agreement reached between the Company and the Union will be documented and signed by officials of both parties prior to its application.

- 4.11** The Company will supply to the Union, on an ongoing basis a list of employees who:

- (a) have attained fifty-five (55) or more working days
- (b) are terminated or have lost their seniority

## ARTICLE 5

### MANAGEMENT RIGHTS

- 5.01** The Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, direct, assign, classify, re-classify, transfer, promote, demote and layoff any employee who is subject to the provisions of this Agreement;
- (c) suspend, discharge or otherwise discipline any employee who is subject to the provisions of this Agreement, subject to the right of the employee concerned to lodge a grievance as provided herein and subject to the provisions herein contained with respect thereto;
- (d) determine the kinds and locations of machines and tools to be used, processes of manufacturing, engineering and designing of its products, processing and production methods, control of materials and practices to be incorporated in the products produced and the extension, limitations, curtailment or cessation of operations; and
- (e) make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the express provisions of this agreement; and will be discussed with the Union prior to implementation.

- 5.02** Without restricting or limiting the generality of the foregoing, the Company retains all rights not specifically relinquished or modified by this Agreement. The Company shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this agreement.

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## ARTICLE 6

### STRIKES AND LOCKOUTS

- 6.01 There shall be no strike or lock-out so long as this Agreement continues to operate.
- 6.02 The word “strike” and the word “lock-out” shall be as defined in the Labour Relations Act.

## ARTICLE 7

### GRIEVANCE PROCEDURE

- 7.01 A Grievance shall be defined as any difference or dispute between the Company and any seniority employee of the Company regarding the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitral and an allegation that this Agreement has been violated. Seniority employees shall process their grievances in the manner and within the time limits prescribed in this Article and in Article 8 of this Agreement. Once accepted as a grievance, this grievance shall be the property of the Union.
- 7.02 Notwithstanding anything contained in this Agreement, the provisions of this article and the provisions of Article 8 of this Agreement do not apply to probationary employees or to seasonal employees nor shall the provisions of this article or the provisions of Article 8 of this Agreement be available to the Union on behalf of any probationary employee or on behalf of any seasonal employee.
- 7.03 Any time limit referred to in this article and/or Article 8 of this Agreement within which any procedures is required to be taken or within which a decision is required to be delivered or within which a notice is required to be given are mandatory and may only be extended by mutual agreement between the Company and the Union.

#### 7.04 (a) Step 1

A seniority employee having a grievance shall first take the matter up with their supervisor either directly or through their steward and fully disclose all information related to the grievance that the Union and Company have knowledge of at the time within five (5) calendar days of the time when the cause of the grievance occurred. If the grievance is not satisfactorily resolved within five (5) calendar days, the grievance shall then be submitted in writing to the Department Manager within two (2) working days of the supervisor's response.

#### Step 2

The Department Manager shall deal with the grievance and deliver their answer in writing to the Chief Steward not later than three (3) working days after the receipt of the grievance.

#### Step 3

If the grievance is still not satisfactorily resolved, the union will request in writing, a meeting between the grievor(s), where deemed necessary, the Chief Steward, Grievance Committee, Department Manager and the Industrial Relations Manager. Such request to be made not later then (5) working days after the receipt of the written response of the Department Manager. Thereupon the grievance shall be placed upon an agenda for consideration at a conference between Management and the Grievance Committee which will be scheduled on the 2<sup>nd</sup> Wednesday of each month to attempt a resolve of all outstanding grievances. The Company shall deliver its final decision in writing to the Grievance Committee within five (5) working days after the meeting. If the meeting is

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delayed longer than 15 days from the scheduled date without the written consent of the union, the grievance shall be deemed ruled in favour of the grievor. Such deemed ruling shall be non-precedent setting. The union's written consent to extend the above noted meeting will not be unreasonably withheld.

(b) If there is a grievance award, it shall go to the most senior grievor(s).

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The Company and the Union shall fully disclose all facts upon which they rely at a Step 3 conference.

7.05 In the case of a grievance alleging the improper discharge of a seniority employee, the discharged employee may submit their grievance in writing to the Industrial Relations Manager, or their designate, as provided in Step 3 of sub-article 7.04 of this Agreement, within five (5) calendar days after the date of their discharge. Thereafter the provisions of Step 3 shall apply.

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7.06 If the written decision of the Industrial Relations Manager, or his designate, as provided for in Step 3 of sub-article 7.04 of this Agreement, is not satisfactory to the employee and/or the Grievance Committee and provided the grievance has been processed in the manner hereinbefore laid down, within the time limits prescribed, the grievance may be taken to arbitration in accordance with Article 8 of this Agreement.

7.07 By way of illustration, but not by way of limitation, the following shall conclusively be deemed to be just cause for discharge:

- (a) theft or destruction of the Company's property;
- (b) carelessness endangering the safety of others;
- (c) neglect of duties;
- (d) unauthorized absenteeism;
- (e) insubordination;
- (f) fighting, or disorderly conduct;
- (g) consumption of intoxicants or non-prescription drugs while on the job;
- (h) being under the influence of intoxicants or non-prescription drugs while on the job;
- (i) bringing intoxicants or non-prescription drugs onto the Company premises; and
- (j) being in possession of intoxicants or non-prescription drugs on Company premises.

7.08 No grievance may be submitted to arbitration as provided in Article 8 of this Agreement which is not filed or processed within the time limits prescribed in this article.

7.09 At any step of this grievance procedure, the Executive Board of the Local Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further, if, in the judgment of the Executive Board, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Executive Board. Once the aggrieved employee has been notified either by their Steward or the Union Representative that their grievance is being dropped because of lack of merit, the aggrieved employee has fifteen (15) calendar days to appeal that decision by sending a letter to the Union President requesting to appear before the Union Executive Board.

## ARTICLE 8

### ARBITRATION

- 8.01** (a) Either party may, subject to Article 7 of this Agreement, notify the other party in writing of its desire to submit a grievance to arbitration. The notice shall be delivered by the party desiring to submit the grievance to arbitration to the other party within ten (10) calendar days after the date on which the Human Resources Manager, or his designate, delivered the written decision as provided in sub-article 7.04. Such notice shall also contain the name of the party's appointee to the Board of Arbitration.
- (b) Where it is mutually agreed between the parties a single arbitrator may be used
- 8.02** Following the receipt of the notice as provided in sub-article 8.01, the party receiving the notice shall, within ten (10) calendar days following receipt of such notice, inform the other party of the name of its appointee to the Board of Arbitration.
- 8.03** The two appointees so appointed shall, within twenty (20) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson of the Board of Arbitration. If the party receiving the notice as provided in sub-article 8.01 fails to appoint an appointee within the time prescribed in sub-article 8.02, or, if the two (2) appointees fail to agree upon a Chairperson within the time prescribed, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- 8.04** The Board of Arbitration shall hear and determine the matter and shall issue a decision, in writing, and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority of the Board of Arbitration is the decision of the Board of Arbitration but, if there is no majority, the decision of the Chairperson shall govern.
- 8.05** The Board of Arbitration shall not have jurisdiction to alter, add to, subtract from, modify, amend or change any of the provisions of this Agreement or to substitute any new provision for any existing provision, or to make any decision which is inconsistent with any term or provision of this agreement, or to deal with any matter which is not covered by this Agreement.
- 8.06** The Company and the Union shall each bear the expenses and fees of their respective appointee to the Board of Arbitration and the Company and the Union shall each pay one half (1/2) of the expenses and fees of the Chairperson.
- 8.07** The provisions of this article do not apply to probationary employees or to seasonal employees nor shall the provision of this article be available to the Union on behalf of any probationary employee or on behalf of any seasonal employee

## ARTICLE 9

### SENIORITY

- 9.01** An employee shall be considered a probationary employee until he has worked a total of ninety (90) actual days, consecutive or intermittent, within any period of one (1) calendar year. For the purposes of clarity it is expressly understood and agreed that days worked as a seasonal employee will not be included in calculating the ninety (90) actual days of work as a probationary employee. A probationary employee shall have no seniority. A probationary employee who is retained in the employ of the Company following completion of the probationary period, aforesaid, shall acquire



seniority, shall then become a seniority employee and his name shall be added to the seniority list with a seniority date which is the first date worked in a full time area in that calendar year. Article 7 and 8 of this Agreement are not applicable to a probationary employee and these articles are not available to the Union on behalf of a probationary employee.

**9.02** The Company will prepare and post seniority lists, every six (6) calendar months, which lists will include the name of each seniority employee, that employee's classification, that employee's department, that employee's shift, when applicable, and that employee's seniority date. A copy of the seniority lists will be sent to the Union office.

**9.03** (a) Seniority shall be determinative only as expressly provided in this Agreement.

(b) Seniority means length of continuous service with the Company. It entitles the employee to preference in cases of decrease or increase of the working force in accordance with Article 10.02.

**9.04** An employee shall lose his seniority and his employment shall be terminated if the employee:

(a) quits, resigns or retires;

(b) fails to report for work or fails to notify the Company for two (2) consecutive working days without supplying a reason satisfactory to the Company for such failure;

(c) is laid off and not recalled for a period of ~~forty eight, (48)~~ months;

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(d) has been laid off and fails to return to work within five (5) working days after recall by the Company; provided that notice of recall which has been sent to the employee by registered mail at his address on the records of the Company shall conclusively be deemed to have been received by the employee on the fifth (5th) day after it was mailed;

(e) is discharged and not reinstated pursuant to the provisions of the grievance and arbitration procedures contained herein;

(f) overstays a leave of absence granted by the Company without notifying the Company and without supplying a reason satisfactory to the Company for such failure;

(g) engages in gainful employment while on leave of absence from the Company; or

(h) leaves work without obtaining a leave of absence, unless the employee supplies a reason satisfactory to the Company for not obtaining a leave of absence.

**9.05** (a) Seniority will be applied on a "departmental basis" and each seniority employee will be classified as a member of one of the following Departments:

(1) Cook Department

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(2) Vegetable Department

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(3) Packaging Department

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(4) Skilled Trades Department

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(5) Cold Storage Department

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- 9.05** (b) In the event that lay-off occurs in any department employees' seniority rights will be applied on a plant wide basis in accordance with sub-article 10.02, in that the seniority employee displaces the lowest seniority employee within the general classification regardless of department or shift.
- 9.06** An employee who becomes a seniority employee, as provided in this Agreement, has the privilege of choosing their home department and shift by completing the appropriate forms in the Human Resources Department.
- 9.07** (a) The appointment, selection or promotion of any employee to a position not subject to the provisions of this Agreement is not covered by this Agreement. If a seniority employee is appointed, selected or promoted to a position which is not subject to the provisions of this Agreement and is later transferred back to a position within the bargaining unit described in Article 3 of this Agreement, such employee shall return to the bargaining unit with all of the seniority which that employee had at the time of his appointment, selection or promotion and such employee shall be credited with additional seniority with respect to the time he was not employed within the said bargaining unit, provided he returns to the bargaining unit within one (1) year from the time of his appointment, selection or promotion.
- (b) Readmission after one (1) year of a non-union member will be determined by mutual agreement between the Union negotiating committee and the Company. Such readmission will not be subject to the provision of Article 7 and 8 of this Agreement and are not applicable to such employee

## ARTICLE 10

### LAYOFF AND RECALL PROVISIONS APPLICABLE TO ALL EMPLOYEES

**10.01** In the event of layoff, the following procedure shall apply:

- (a) The Department, the classification and the shift (where applicable) within which the layoff is to occur will be identified.
- (b) All seasonal employees employed within that classification, on any shift and in any department, where they are presently employed will be laid off first.
- (c) If, all seasonal employees as identified in sub-article 10.01 (b) are laid off, then probationary employees employed within that classification, on any shift and in any department will be laid off.
- (d) If, all probationary employees as identified in sub-article 10.01 (c) are laid off, then seniority employees within that classification, that department, and on that shift shall be laid off in inverse order of seniority, provided the employees retained have the ability, willingness and qualifications to satisfactorily perform the jobs to be done.
- (e) In the case of layoff, the employees of the Pack, Cook, and regular Vegetable Departments will exercise their seniority rights in these areas first. Those displaced employees will exercise their seniority rights lastly in the Vegetable Seasonal area.

If the resulting moves require the use of seniority employees in the Vegetable Seasonal Area, these vacancies will be filled by the senior employees from the Regular Vegetable area who are not required in their regular area.

Any openings in non-seasonal areas will first be filled with seniority people.

- 10.02** (a) A seniority employee who has been laid off, in accordance with sub-article 10.01 (d) shall have the right to displace the most junior seniority employee in the General classification, on a plant wide basis (as described in sub-article 9.05) normally within one (1) working day unless prevented from doing so because of operating circumstances. The foregoing is contingent upon such employee having the ability, willingness and qualifications to perform the work of the employee whom he seeks to displace.  
(b) The method of crewing, in order to fulfill the obligations of Article 10, are prescribed in Schedule "B" which is attached to and which forms part of this Agreement.
- 10.03** When operational circumstances make it necessary to move employees from their scheduled departments, the company may assign those employees to other departments for the remainder of that day, provided they have the ability and qualifications to perform the work.
- 10.04** In the event that there is insufficient skilled work available, the Company may retain at work persons who are classified to perform such skilled work for one (1) working day, and, during such period of retention, such persons will be permitted to perform work normally done by other employees notwithstanding that other employees who have higher seniority than these persons retained are laid off.
- 10.05** Recall shall be in the inverse order of layoff, provided the employees recalled have the ability, willingness and qualifications to satisfactorily perform the jobs to be done.
- 10.06** Probationary employees shall have no recall rights.

## ARTICLE 11

### SPECIAL PROVISIONS APPLICABLE TO MEMBERS OF THE COLD STORAGE

#### DEPARTMENT

**11.01** (a) Notwithstanding anything contained in this Agreement, the provisions in this article apply to employees employed in the Cold Storage Department. Where there is a conflict between any other provisions of this Agreement and the provisions of this article, the provisions of this article shall govern.

(b) Warehouse person classification ~~is~~ included in the Cold Storage Department and would displace employees in the general classification, on a plant wide basis upon lay off.

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**11.02** (a) A seniority employee in the Cold Storage Department will retain the right to transfer into the General classification in the Cook, Vegetable or Packaging Departments, with full seniority, provided that such application for transfer is made between September 1st and September **14th** of each year and filed with the Human Resources Department. An employee who transfers, in accordance with foregoing, will be granted his full seniority rights in the Department to which he transferred on commencement of the following calendar year. The provisions of Article 14 of the Collective Agreement do not apply to such transfer.

(b) The Cold Storage Driver classification shall be considered the general classification within the Cold Storage Department.

**11.03** (a) An employee who is transferred by the Company to the Cold Storage Department will be assigned duties in their classification, on a rotating basis, or on straight afternoons as required by the job. Should a straight daytime assignment become available, such assignment will be offered first to the other Cold Storage personnel, in order of departmental seniority, provided that such employee has the ability, willingness and qualifications to satisfactorily perform the job to be done. Those Cold Storage employees who voluntarily choose to work straight nights or to go on shift rotation will be excluded from the above provisions.

(b) When there is a vacated shift assignment in an area within the Cold Storage Department, it will be offered to the most senior available employee from the Department who has the qualifications to perform the job.

**11.04** (a) Prior to hiring new employees into the Cold Storage Department, the Company will give consideration to employees in other departments. The Company will select such candidates for consideration who warrants training for the job available to him. If any employee is transferred by the Company to the Cold Storage Department his first day of work in the Cold Storage Department shall be his department seniority date, for a period of **one (1)** year. Such employee shall receive credit for all of his previous seniority with the Company for vacation, plantwide lay off and recall purposes. Upon completion of said **one (1)** year period, his plantwide seniority date shall become his Cold Storage seniority date.

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(b) A seniority employee in the Cold Storage Department who wishes to transfer from one "area" of the Department to another "area" of the department must make application for such transfer, in writing, to the Human Resources Department between September 1st and September **14th** of each year. The approval of any such request is subject to the requirement that the Company have a junior employee within the "area" applied to who has the same classification. Such junior employee will be re-assigned duties in the vacated area upon commencement of the following

calendar year. The employee who requested the transfer in accordance with this sub-article will be assigned duties in the new area upon commencement of the following calendar year. For purposes of this sub-article “area” shall mean either “North End” or the “Distribution Centre”.

**11.05** (a) Should overtime or a premium pay assignment occur in the Cold Storage Department on a Saturday, Sunday or on a Paid Holiday, it shall first be assigned to Cold Storage employees.

(b) Overtime and premium pay assignments will be assigned firstly to seniority employees who are currently working in the department, in the area and on the shift where such overtime or premium pay assignments occur.

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Eligibility for this overtime will be established by an employee actually working in the area on the Friday prior, to be entitled to Saturday, Sunday overtime and Monday paid holiday overtime. An employee actually working on Thursday will be entitled to Friday paid holiday overtime as well as that above. This is dependant upon the employee having the ability, willingness and qualifications to satisfactorily perform the jobs to be done.

(c) If none of the employees desire such overtime then such overtime assignments will be worked by the most junior employees in the department who have the ability, willingness and qualifications to satisfactorily perform the jobs to be done.

**11.06** The Company will provide Cold Storage employees with the following:

- One (1) full protective suit each year
- Gloves as needed

## ARTICLE 12

### SPECIAL PROVISIONS APPLICABLE TO MEMBERS OF THE SANITATION DEPARTMENT

**12.01** Notwithstanding anything contained in this Agreement, the following conditions shall apply to members of the Sanitation Department:

(a) A member of the Sanitation Department will exercise his seniority rights in the General Worker classification within the Company when not required in his classification.

(b) A member of the Sanitation Department who has been a member of the Sanitation Department for a period of not less than one (1) year and who no longer wishes to be a member of the Sanitation Department must advise the Company of this fact, in writing, between the 1st day of September and the 14th day of September in any year. As of the 1st day of January of the following year, he will no longer be classified as a member of the Sanitation Department and he will not be allocated work in the Sanitation Department. Only two (2) employees per year will be allowed to transfer in accordance with the foregoing. If more than two seniority employees apply, the two with the greatest plant wide seniority will be allowed to transfer.

**12.02** Prior to hiring new employees into the Sanitation Department, the Company will give consideration to employees in other departments. The Company will select such candidate for consideration who warrants training for the job available to him.

**ARTICLE 13**

**SHIFT TRANSFER**

**13.01** A seniority employee will have the privilege of transferring from one shift to another on an annual basis, within his department, subject to the conditions hereinafter contained.

**13.02** Application for shift transfer, within a department, will be accepted between September 1<sup>st</sup> and September 14<sup>th</sup> of each year in writing. Application forms will be supplied by the Company. The employee will obtain and drop off the completed forms at the Human Resource Department.

The Company will view all applications and post a list of the employees transferring and where they are transferring to, for a period of two (2) weeks. Employees who are affected will have one (1) week to either declassify or transfer. Upon completion of the last process the Company will notify the affected employees no later than November 15<sup>th</sup> of each year in writing.

**13.03** The privilege of transferring from one shift to another will only apply to production personnel whose seniority rights apply to one of the following Departments:

| **(1)** Cook Department

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| **(2)** Vegetable Department

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| **(3)** Packaging Department

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**13.04** A seniority employee will be granted his full seniority rights on the shift to which he is transferred within the department wherein his rights apply upon commencement of the following calendar year.

**13.05** A seniority employee who transfers from one shift to another shift in accordance with this article, will be transferred on a one for one basis. The most junior employee in the same classification as the person who is transferring shifts will be reassigned to fill the vacancy created by the transfer.

**13.06** If the seniority of an employee whose shift is transferred in accordance with this article is identical to an employee who is presently on the shift to which such employee transferred, seniority will be determined by plant wide order number (i.e. the employee with the lower number is more senior on the shift).

Following a complete tabulation of these shift transfers, the Company and the Union will review the position of each transfer to ensure the most junior employee is displaced prior to a senior employee displaced out of his/her shift

**ARTICLE 14**

**DEPARTMENT TRANSFER**

**14.01** A seniority employee will have the privilege of transferring from one Department to another on an annual basis, subject to the conditions hereinafter contained.

**14.02** Applications for department transfer, within a department will be accepted between the 1<sup>st</sup> of September and September 14<sup>th</sup> of each year in writing. Application forms will be supplied by the Company. The employee will obtain and drop off the completed forms at the Human Resource Department.

The Company will view all applications and post a list of the people transferring and where they are transferring to, for a period of two (2) weeks. Employees who are affected will have one (1) week to either declassify or transfer. Upon completion of the last process the Company will notify affected employees no later than November 15<sup>th</sup> of each year in writing.

**14.03** The privilege of transferring from one Department to another will only apply to production personnel whose seniority rights apply to one of the following Departments:

|     **(1)** Cook Department

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|     **(2)** Vegetable Department

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|     **(3)** Packaging Department

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**14.04** A seniority employee will be granted his full seniority rights in the Department to which he transferred upon commencement of the following calendar year. He will be offered work in the Department in his classification and consistent with his ability, willingness and qualifications to satisfactorily perform the jobs to be done.

A seniority employee who transfers from one department to another in accordance with this Article, will be transferred on a one-for-one basis. The most junior employee in the same classification as the person who is transferring departments, will be reassigned to fill the vacancy created by the transfer.

**14.05** If the seniority of an employee who is transferred in accordance with this article is identical to an employee who is presently in the department to which such employee transferred, seniority will be determined by plant wide order number (i.e. the employee with the lower number is more senior in the department).

**14.06** Following a complete tabulation of these department transfers, the Company and the Union will review the position of each transfer to ensure the most junior employee is displaced prior to a senior employee displaced out of his/her department

## ARTICLE 15

### JOB POSTING

**15.01** When a permanent vacancy occurs within the bargaining unit described in Article 3 of this Agreement, within a classification above the General Classification, as the result of the death, retirement, resignation of a seniority employee or the creation of a new job, the Company will, if it decides to fill the vacancy, post notice of the vacancy for a period of five (5) calendar days in order to allow seniority employees to apply. All postings and the names of the successful applicants will be posted on the job posting bulletin boards and copies will be given to the Chief Steward.

**15.02** Prior to posting permanent vacancies, the job will be offered to:

The most senior "back-up" employee for that job classification from the department where the vacancy occurs;

If after the above step is followed, and the vacancy is not filled, the Company will offer the job to the most senior backup plant wide.

If the vacancy is not filled after following the above steps, the Company will post the vacancy as described in sub-article 15.01. The Company will select the candidate by considering:

(a) The requirements of the posted position and the qualifications, skill, experience and ability of the applicant(s) to satisfactorily perform the requirements of the posted position; and,

(b) Seniority.

When factor (a) is relatively equal as between two (2) or more applicants, factor (b) will govern.

**The applicant must be available to work at the time the position is posted and filled.**

**15.03** If no applications are received from seniority employees or if none of the applicants is awarded the posted vacancy, the Company may then fill the vacancy in such manner as it determines.

**15.04** The Company will post "Backup" positions for classified jobs. Successful candidates will be selected in the following manner:

(a) The most senior applicant not currently holding a backup position, in the general classification, in the department where the vacancy occurs.

(b) The most senior applicant not currently holding a backup position, in the general classification on the plant wide seniority list.

(c) The most senior applicant in the department where the vacancy occurs.

(d) The most senior applicant on the plant wide seniority list.

(f) An employee will be limited to holding one (1) back up position.

Notwithstanding the above steps, the successful candidate must possess the basic qualifications, skill and ability required to satisfactorily train to perform the duties of the job.



In the event there are two (2) or more applicants with relatively equal qualifications, skill and ability, the most senior applicant will be given preference.

- 15.05** An employee who is a member of a classification other than the General classification and who no longer wishes to remain a member of that classification must advise the Company of this fact, in writing, between the 1st day of September and the **14th** day of September in any year. As of the 1st day of January in the following year, such employee will no longer be so classified and will be classified as a member of the General Classification.
- 15.06** An employee who is awarded a posted position in accordance with the provisions of this article and who, at his option or at the option of the Company, is not retained in the posted position, following a trial period of twenty (20) working days, will be transferred back to the department and the shift and the classification where he was working immediately prior to being awarded the posted position and he will be allocated work in that department and on that shift and the classification in accordance with his seniority and his ability, willingness and qualifications to satisfactorily perform the jobs to be done.
- (a) On successful completion of the trial period, the Company and the Union will sign-off that the employee has been adequately trained and is able to perform the duties of the position.
- (b) While training with the person who regularly has done the job, the trainee cannot be bumped from that position by other more senior employees.
- (c) The trainee can perform the work independent of the trainer. If there is a layoff the trainer must perform duties that do not displace another employee.
- (d) The Company and the Union may agree to extend the trial training period.
- (e) The employee will be paid the applicable grade upon signed qualification.
- 15.07** The successful applicant for a classified position will not be eligible to apply for another classified posted vacancy for a period of nine (9) months after being awarded the posted vacancy. The successful applicant for a back-up position will not be eligible to apply for another back-up posted vacancy for a period of nine (9) months after being awarded the posted vacancy.
- 15.08** The Classification rate of pay for the posted position will be adjusted on the first day worked in that job following the trial period.
- 15.09** Notwithstanding anything contained in this Article or in this Agreement, the following provisions will apply:
- (a) All postings will be awarded as soon as possible and when jobs are filled, successful bidders will receive necessary training to competently perform the duties of the job under the direction of a qualified person until completion, without depriving other classified employees in that classification of their seniority rights.
- (b) The requirements of a newly created job will be determined by a committee consisting of equal numbers of Union and Company representatives. The "Neutralizer" or other agreed upon job evaluation system will be utilized to evaluate the job grade of that new position and will be reviewed by the committee prior to establishing a pay rate for that job.

(c) Employees in “backup” positions will be updated on these jobs periodically, these employees in updating assignments will be paid the general rate of pay regardless of their current classification or their rate of pay. Classified employees displaced by these updating assignments in those jobs will be assigned general work without affecting their classified rate of pay.

(d) The Company is willing to appoint one management person to work with the Chief Steward to write the Job Safety Analysis/Job Descriptions with assistance of employees in those departments. The Union will promote and support the successful completion of the above by assisting in the communication of this process.

**15.10** Backup positions will only replace permanent classified employees in their absence, except as provided in section 4.09 (b).

## **ARTICLE 16**

### **HOURS OF WORK, OVERTIME AND WORKING CONDITIONS**

**16.01** Hours of work shall be scheduled by the Company in accordance with its requirements.

**16.02** All overtime and premium pay assignments with the exception of the seasonal work as described in sub-article 27.01 (unless that seasonal work was performed by a seniority employee), which occur in a Department on a Saturday, Sunday, or Paid Holiday, will be assigned to seniority employees who have the ability, willingness and qualifications to satisfactorily perform the jobs to be done, prior to assigning such work to other employees. For the purposes of this article, employees who are regularly employed in production areas doing production work will be given first priority for overtime and premium pay assignments in production areas to do production work which occurs on a Saturday, Sunday or Paid Holidays.

**16.03** Any employee who does not desire overtime and premium pay assignments shall not be required to accept such assignments provided the employee has, prior to when the overtime and premium pay assignments occur, filed a request, in writing, with his supervisor to be excused from the overtime and premium pay assignments. However, recognizing that production schedules and other factors may make it impossible to approve every request, it is recognized that the Company may have to limit the number of requests which can be approved. In any week, only ten percent (10%) of the employees on the seniority list, within a classification, shall, on a progressive basis (i.e., first week - first ten percent (10%); second week - second ten percent (10%); etc.) be eligible to make such requests. If, in any week, all employees within the classification who are eligible for that week do not make such a request, additional employees on the seniority list, within the classification, up to a total of ten percent (10%) of the employees in the classification will, in accordance with seniority, then be eligible to make such a request.

**16.04** All overtime and premium pay assignments scheduled by the Company must be worked by the employee assigned unless the employee has permission from the appropriate Company official to be absent from work.

**16.05** All hours actually worked by an employee in excess of eight (8) hours per day, Monday to Friday, both inclusive, shall be paid for at one and one-half (1-1/2) times the employee’s regular straight time of pay.

**16.06** All hours actually worked by an employee on a Saturday or on a Sunday shall be paid for at one and one-half (1-1/2) times the employee’s regular straight time rate of pay.

**16.07** In the event that an employee reports for work at his regular time on his regular shift, Monday to Friday, both inclusive, without having been previously advised not to report for work, he will be

given three (3) hours of work at his regular straight time hourly rate of pay. If no work is available, he will be paid the equivalent of three (3) hours at his regular straight time hourly rate of pay. As a condition of payment, the employee shall perform any available work which he is capable of performing and which he is requested to perform.

This shall not apply in the event of an interruption of scheduled work, because of conditions out of the Company's control. The Company will, as soon as possible, determine if work cannot be made available and will proceed immediately to notify all the employees affected.

**16.08** The following provisions apply to overtime and premium pay assignments:

(a) Except as otherwise provided in this Agreement, overtime and premium pay assignments will be assigned firstly to seniority employees who are currently working in the Department and on the shift where such overtime or premium pay assignments occur, provided they have the ability, willingness and qualifications to satisfactorily perform the jobs to be done, prior to assigning such work to other employees.

Eligibility for this overtime will be established by an employee actually working on a Friday to be entitled to Saturday and Sunday overtime and Monday paid holiday overtime. An employee actually working on a Thursday will be entitled to Friday paid holiday overtime as well as that above.

Seasonal employees and/or seniority employees who work in the "seasonal area" will be eligible for weekend overtime per the provisions outlined above.

Following the above procedure, if it is found there are insufficient employees available within a department wherein overtime work and premium pay assignments are required, the additional work will be assigned to seniority employees who sign the voluntary overtime sheet for that department.

The overtime sheet will be made available every Monday and taken down at the end of the shift on Wednesday night during the week when overtime will occur.

Volunteers for such overtime will be selected by plant wide seniority provided they have the ability to perform the jobs to be done.

(b) In the event that overtime is scheduled in advance of a regular shift, such overtime will be assigned to those employees who are scheduled to work in that Department on the same following shift of work.

(c) Notwithstanding anything contained in this article or this Agreement, should overtime or a premium pay assignment occur following a shift, it will be assigned to those employees who performed those duties on the shift immediately preceding the overtime or premium pay assignment occurring, prior to assigning such work to other employees and provided that such other employees have the ability, willingness and qualifications to satisfactorily perform the jobs to be done. This overtime will not interfere with or displace those employees who are regularly scheduled to work on the shift on which the overtime or premium pay assignment occurred.

**16.09** An employee who wants permission to be absent from work, for a reason that is known to him prior to the commencement of his scheduled shift, must receive permission to be absent from his supervisor prior to the commencement of his scheduled shift. The permission of the supervisor will not be unreasonably refused.

Employees who leave and return during their shift must punch out when leaving and punch back in upon their return.

**16.10** If an employee is unable to report to work, for any reason, he shall call the attendance line as soon as possible, and, in any event, prior to the commencement of his scheduled shift. The employee shall advise the attendance line why he is unable to report for work and when he expects to report for work.

**16.11** (a) When an employee is absent due to work related injury/illness:

- the employee must be seen by a medical practitioner immediately following an injury/illness causing an absence from work.
- following this visit, the “Omstead Medical Report Form” confirming his visitation must be received by the Loss Control Manager, or his designate, and
- such “Omstead Medical Report Form” must include the type of injury/illness, the expected duration and the medical restrictions, if any.

(b) When an employee is absent due to a non-work related injury/illness for more than three (3) consecutive working days:

- the “Omstead Medical Report Form” must be received by the Loss Control Manager, or designate, no later than one (1) week from the beginning of the absence; and,
- such “Omstead Medical Report Form” must include the type of injury/illness and the expected duration.

(c) Prior to returning to work, following an absence due to injury/illness, the Company must receive, within a reasonable time period before the expected return, the Omstead Medical Report Form identifying the employee’s date of return and confirming that such an employee can return to regular duties; or,

- if regular duties cannot be performed, the Omstead Medical Report Form must include specific information identifying such employee’s medical restrictions in order for such employee to receive consideration for modified work. A form is available in the Loss Control or Human Resources department, for this purpose and the Company will, upon receipt of a completed Omstead Medical Report Form, reimburse the employee the cost of obtaining the completed form. The Company will issue payment upon submission of a receipt.

(d) The Company shall notify the employee, chief steward and/or union reps of such a return to work interview within a reasonable period of time prior to the interview.

Return-To-Work Interviews, and any follow up meetings established during the return-to-work interview will be held with all workers who cannot perform regular duties, in accordance with said “Return to Work Procedures”.

**16.12** Any medical examination requested by the company shall be promptly complied with by all employees. The Company shall pay for all such examinations. The Company reserves the right to select its own medical examiner or physician and the Union may, if in its opinion an injustice has been done to an employee, have such employee re-examined at the Union’s expense.

**16.13** It shall be the duty of every employee to advise the Company of his address and telephone number and any changes thereto in writing on the Company provided change of address form. If an employee

fails to do so, the Company will not be liable for the employee's failure to receive notice of recall or any other notice issued to the employee by the Company. The Company will send such changes to the Union hall on an ongoing basis.

- 16.14** There will be a twenty-three cent (.23) per hour premium effective April 1, 2005 on the afternoon or second shift for all hours of work performed on such shift. This will increase to twenty-six cents (.26) per hour effective April 1, 2006. There will be a thirty-six cent (.36) per hour premium on the evening or third shift for all hours of work performed on such shift. This will increase to forty-two cents (.42) per hour effective April 1, 2006 for all hours of work performed on the third shift.
- 16.15** There shall be no pyramiding of any premium pay, including but not limited to, overtime and paid holiday pay.
- 16.16** An employee who is called back to work after completing his normal shift will be paid for all hours worked at the rate of one and one-half (1-1/2) times his regular straight time rate of pay, subject to a minimum payment of three (3) hours of pay at his regular straight time rate of pay. In order to qualify for the minimum payment, the employee must perform such duties as are assigned to him.
- 16.17** An employee who is called in to work on a Saturday, on a Sunday or on a Paid Holiday will be paid for all hours worked at the rate of one and one-half (1-1/2) times his regular straight time rate of pay, subject to a minimum payment of three (3) hours of pay at his regular straight time rate of pay. In order to qualify for the minimum payment, the employee must perform such duties as are assigned to him.
- 16.18** The Company will make reasonable efforts to train and keep their employees up to date on new equipment before hiring new employees. The Company will cooperate with employees with respect to new ideas and techniques.
- 16.19** Where rotation systems are being used, all workers will follow said rotation unless they are prevented from doing so by their medical restrictions. The Company and the Union will meet to further review job rotation issues in an effort to improve upon the current practices.
- 16.20** An employee who replaces another employee on a temporary basis will return to their previous position upon the return of that employee.

## ARTICLE 17

### SPECIAL PROVISIONS APPLICABLE TO THE SKILLED TRADES DEPARTMENT

- 17.01** (a) Notwithstanding anything contained in this Agreement, the provisions in this article apply to employees employed in the Skilled Trades Department. Where there is a conflict between any other provision of this Agreement the provisions of this article shall govern.
- (b) The Stockroom Keeper position is included in the Skilled Trades Department. Such employee will displace employees on a plant wide basis upon lay off.
- 17.02** Skilled Trades employees, under the direction of the production supervisor in the area to which they are assigned, will perform the duties necessary to provide production with the support required.
- 17.03** The Company will pay Skilled Trades employees, including new hires, according to the job grade structure, as outlined herein. Upgrading of Skilled Trades employees will be according to the position held within this job grade structure. (see chart next page)

**17.03 SKILLED TRADES JOB GRADE STRUCTURE/PAY SCALE**

<b>Grade/Effective Date</b>	<b>Refrigeration</b>	<b>Electrical</b>	<b>Machinist</b>	<b>Maintenance Mechanics</b>
<b>A</b>	<b>3<sup>rd</sup> Class and B Refrigeration</b>	<b>Licensed Journeyman (Ind'l/Const)</b>	<b>Licensed Journeyman</b>	<b>Licensed Journeyman (Millwright)</b>
April 1, 2008	25.10	25.10	24.60	23.86
April 1, 2009	25.10	25.10	24.60	23.86
April 1, 2010	25.60	25.60	25.09	24.34
<b>B</b>		<b>Completed 2 years Apprentice with 1 year Omstead Electrical</b>	<b>Completed 2 years Apprentice with 1 year Omstead</b>	<b>Completed 2 years Apprentice with 1 year Omstead Maintenance</b>
April 1, 2008		22.85	22.35	22.11
April 1, 2009		22.85	22.35	22.11
April 1, 2010		23.31	22.80	22.55
<b>C</b>	<b>B Refrigeration or 4<sup>th</sup> Class Alone</b>	<b>1 year Electrical Apprentice Completed at Omstead</b>	<b>1 year Machinist Apprentice Completed at Omstead</b>	<b>1 Year Millwright Apprentice Completed at Omstead and Stockroom Keeper</b>
April 1, 2008	21.85	21.85	21.35	21.61
April 1, 2009	21.85	21.85	21.35	21.61
April 1, 2010	22.29	22.29	21.78	22.04
<b>D</b>	<b>New Apprentice (Refrigeration)</b>	<b>New Apprentice (Electrical)</b>	<b>New Apprentice</b>	<b>New Apprentice (Millwright)</b>
April 1, 2008	19.45	19.45	19.45	19.45
April 1, 2009	19.45	19.45	19.45	19.45
April 1, 2010	19.84	19.84	19.84	19.85

**17.04** All Skilled Trades Leaders will receive seventy-five cents (\$.75) per hour in addition to their regular straight time rate of pay.

**17.05** The supervisor of the Skilled Trades Department will schedule the shifts and the assignments to be carried out by each employee under their authority. Such schedule of shifts will be made one (1) month in advance. Any adjustments to the schedule for entitled vacation or emergency requirements must be directed through the Department Supervisor. Supervisors will prepare a listing for plant coverage as required by the Company during the Christmas and New Year's holiday break in advance of such period.

**17.06** Prior to hiring new employees into the Skilled Trades Department, the Company will give consideration to employees in other Departments. If any employee from another Department is transferred by the Company to the Skilled Trades Department, his first day of work in the Skilled Trades Department shall be his departmental seniority for two (2) years, and his plant wide seniority will be used for vacation purposes only. After two (2) year the employees plant-wide seniority will be his departmental seniority. The Company will select such candidate for consideration who warrants training for the job available to him. The following conditions will apply to such person:

(a) An employee will receive the rate of pay according to the Skilled Trades Job Grade Structure/Pay Scale outlined in sub-article 17.03.

(b) An employee who warrants continued training, as determined by the Company, will continue the Basic Apprenticeship Training Program. Upon completion of this period, an employee will receive the prevailing categorized rates applied to members of the Skilled Trades Department.

(c) It is agreed by both parties to this Agreement that an employee, who has been given consideration under this provision to transfer to the Skilled Trades Department, will retain the right to transfer back into the General Classification, with full seniority, provided that such application for transfer is made between September 1st and September 14th of each year and filed with the Human Resources Department.

(d) Also, should the employee who transferred to the Skilled Trades Department not qualify within a six (6) month period of time, the Company may transfer the employee back to the classification that employee previously held, with full seniority in the same Department and on the same shift from where he came.

**17.07** A new employee hired into the Skilled Trades Department who is unable to meet the standards of performance as determined by the Company during the first six (6) months of employment, will not be retained in the Skilled Trades Department. He will, provided however that he completed his probationary period, be given the opportunity for work in the General Classification in another Department on the shift as determined by the Company, provided that he is able, willing, and qualified to do the work offered to him. The employee's first day of work in the General Classification will be his seniority date in that group, provided however, that such employee shall receive credit for all previous seniority for vacation purposes only.

**17.08 (a) Educational Courses**

The Company will sponsor company approved courses by reimbursing the employee for tuition fees and required course books after the successful completion of the course and by reimbursing mileage costs. In order to qualify for reimbursement from the Company, the employee must submit receipts confirming payment. The Company will apply the above in a consistent and fair manner with all employees within the Skilled Trades Department.

(b) The Company recognizes the need to keep Skilled Trades department employees current on new equipment and will endeavour to do so.



## 17.09 Overtime

(a) When practical, overtime within the Skilled Trades Department on a Saturday, Sunday or Paid Holiday will be offered to personnel within the Department including the back-up maintenance employees who last performed these duties in the area and on the regular shift where the overtime occurs, provided such employees belong to that area and have the qualifications to do the work. If this overtime is not desired by those who qualify under the above conditions, the overtime will be offered to the personnel within that area, who last performed these duties in the area where the overtime occurs, provided such employees have the qualifications to do the work. Regular shift shall mean 1st, 2nd or 3rd shift. For the purposes of this sub-article and sub-article 17.10 "area" shall mean either Cook, Vegetable, Packaging, Mobile Shop, Machinist, Refrigeration or Electrical.

(b) If this overtime is not desired by those who qualify under the above conditions, then the whole Skilled Trades Department becomes eligible, based on seniority, qualifications and willingness to perform the jobs to be done.

(c) In order to qualify for such overtime, the seniority employee must sign the voluntary overtime sheet in the plant they are based, before Wednesday at noon, of the week when the overtime will occur. Eligibility for such overtime is based on the plant where the overtime occurs first, then the other plant, but not limited by shift unless otherwise specified. Those employees who signed the voluntary overtime sheet and are required to work overtime, will be notified by the supervisor or designate prior to Thursday noon, before the weekend where the overtime occurs. The weekly overtime sheet will be posted by the Company immediately after the removal of the previous weeks' sheet and will be posted **in the plant** maintenance shop.

(d) If, for any reason, the Company needs more workers to perform the jobs to be done on Saturday, Sunday or Paid Holidays they may schedule the most junior employee(s) and move up the seniority list until the required needs are met.

In order to qualify, the employee must have the necessary skills to perform the jobs to be done and the Company will follow the Employment Standards Act when scheduling employees for overtime. Overtime may be cancelled by the Company at any time prior to the beginning of the overtime shift.

(e) Overtime which occurs immediately following a regular shift and of a duration of less than four (4) hours, will be allocated to the personnel within the Department who were on duty for the full shift immediately prior to the overtime occurrence, based on seniority, qualifications and willingness to perform the jobs to be done. This overtime will be allocated, upon approval of the supervisor in charge, based on an estimation of the time required to complete the job.

Where overtime work is beyond the four (4) hours specified above, the supervisor or his designate will contact the appropriate employee who is scheduled for the following shift and offer that employee the opportunity to come in and continue that overtime work.

(f) Overtime within the skilled trades department will be offered/scheduled to those employees that normally perform the required duties within the classifications.

## 17.10 Entitled Vacation

Vacations will be granted to members of the Skilled Trades Department in accordance with the Vacations with Pay article in this Agreement. Provided, however, that during the period of June 15th to September 15th of each year, the Company will allow each seniority employee from each area to be on vacation for a minimum of one (1) week in this period of time.

- 17.11** (a) The Company will provide each Skilled Trades Employee with five (5) coveralls or shop coats. These will be replaced upon submission of damaged garments.
- (b) The Company will provide proper clothing for Skilled Trades employees who are required to work in the Cold Storage area. This clothing will be replaced upon submission of a damaged garment.
- 17.12** A Skilled Trades Department employee who is called back to work after completing his normal shift or who is called in to work on a Saturday, on a Sunday or on a Paid Holiday will be paid, for all hours worked, at the rate of one and one-half (1-1/2) his regular straight time rate of pay, subject to a minimum payment of three (3) hours of pay at the rate of one and one-half (1-1/2) times his regular straight time rate of pay. In order to qualify for the minimum payment, the employee must perform such duties as are assigned to him.
- 17.13** A seniority employee in the Skilled Trades Department who wishes to transfer from one area of the Department to another area of the Department must make application for such transfer, in writing, to the Human Resources Department between September 1st and September **14th** of each year. The approval of any such request is subject to the requirement that the Company have the requisite qualified personnel in each area and to the requirement that there be an employee in the area applied to who will transfer to the other area. An employee who transfers in accordance with this sub-article will be assigned duties in the new area upon commencement of the following calendar year. For the purposes of this sub-article "area" shall mean either Cook, Vegetable, Packaging, Mobile Shop, Machine Shop, Refrigeration or Electrical".
- 17.14** A seniority employee in the Skilled Trades Department shall have the privilege to transfer into the General Classification in another Department, with full seniority, provided that such application for transfer is made between September 1st and September **14th** of each year and filed with the Human Resources Department. An employee who transfers into the General Classification of another Department, in accordance with the foregoing, will be granted his full seniority rights in the Department to which he transferred on commencement of the following calendar year. The provisions of Article 14 of the Collective Agreement do not apply to such transfer. Only one employee per year will be allowed to transfer in accordance with the foregoing. If more than one seniority employee applies, the one with the greatest seniority will be allowed to transfer.
- 17.15** All Refrigeration personnel will work on all three shifts on an equal rotating basis except that the Leader will be assigned to work the day shift in the absence of the supervisor.
- 17.16** Employees who are classified and/or back-up maintenance employees who are required to bring tools to work to be used in the performance of their job function, shall, if such tools are lost or stolen or upon presentation of such broken or worn-out tools (used in performance in said job function), shall receive an equivalent replacement tool from the Company. This is provided that due care has been taken in the care and security of such tools.

In order to receive replacement tools each maintenance employee must first establish a written list of required tools in their toolbox and such list must be approved by a Maintenance Supervisor and a copy kept in the employee's personnel file.

## ARTICLE 18

### LEAVES OF ABSENCE

**18.01** A leave of absence for good and valid reasons may be granted by the Company to a seniority employee upon written application being made therefore. Prior to the Company considering a leave of absence request, all vacation entitlements for that employee must be taken first, unless the request for leave is due to a denial of requested vacation in accordance with section 24.07 (c). A leave of absence, if granted, shall be without pay and benefits. A request for a leave of absence will be considered by the Company only when such request is made in writing, specifying the reason therefore and the duration of the leave of absence requested. Such written request must be delivered to the Company not less than one (1) month in advance of the commencement of the requested leave of absence; provided, however, that the provision for advance notice may be waived by the Company in cases of emergency.

**18.02** (a) The Company shall, when presented with a request in writing from the Union at least four (4) weeks in advance of when the leave of absence is to commence, grant a leave of absence without pay to a Steward for a period not to exceed ten (10) working days for the purpose of Union business such as conventions, delegations and seminars. The request shall state the purpose of the leave of absence and the length thereof. The maximum number of working days which can be taken in a year under this sub-article shall not exceed twenty (20) working days in the aggregate in any period of twelve (12) calendar months, excluding Executive, Membership and Negotiating meetings.

(b) The Company shall, when presented with a request in writing from the employee at least four (4) weeks in advance of when the leave of absence is to commence, grant a leave of absence without pay for a period not to exceed **three (3) years** to a seniority employee who is elected to a full-time position with the Union. The employee's seniority shall continue to accumulate during the leave of absence.

Such employee will have the privilege to continue contributions to the company for benefit coverages during this period.

**18.03** An employee who has been granted a leave of absence shall not, during the period of the leave of absence, engage in gainful employment for any other person, firm or corporation. The failure to comply with this provision will result in the termination of that employee's employment with the Company.

**18.04** The decision to grant or not to grant a leave of absence rests solely with the Company. The refusal to grant a leave of absence and/or any conditions imposed by the Company with respect thereto shall not be subject to the grievance and arbitration provisions of this Agreement. In cases of emergency, a request for leave of absence will not be unreasonably refused.

**18.05** When a leave of absence is requested, the Company will give its answer within five (5) working days. In an emergency situation, the Company will give its answer as quickly as possible.

## **ARTICLE 19**

### **BULLETIN BOARDS**

- 19.01** The Company will permit posting of notices of employee meetings or functions on bulletin boards conspicuously placed and provided for that purpose.
- 19.02** All notices must be signed by the appropriate Company official prior to being posted on the bulletin boards.

## **ARTICLE 20**

### **JURY DUTY**

- 20.01** The Company shall grant a leave of absence to a seniority employee who is required to serve as a juror or who is subpoenaed to appear in any court as a witness. The Company shall pay to such seniority employee the difference between the employee's regular straight time rate of pay and the payment the employee received for attending as a juror or a subpoenaed witness. In order to qualify for payment from the Company, the employee must submit proof of service and the amount of pay received. The Company will not limit the employee's right to be paid holiday or other overtime assignments. It will be the employee's responsibility to advise his supervisor and the labour scheduler of his desire to work if required by Wednesday at noon. It is also his responsibility to call for his schedule time if needed before the paid holiday or weekend overtime.

## **ARTICLE 21**

### **WAGES**

- 21.01** The wage rates to be paid to seniority employees, save and except seniority employees who are employed in the Skilled Trades Department, as prescribed in Schedule "A" which is attached to and which forms part of this Agreement.

## **ARTICLE 22**

### **BEREAVEMENT LEAVE**

- 22.01** In the event of the death of a seniority employee's spouse or child, the Company will grant, upon application made by the employee, up to five (5) days leave of absence, with pay at the employee's regular straight time rate of pay, up to and including the day after the funeral, provided that such days are regular working days upon which the employee would have otherwise been scheduled to work. To be eligible for payment hereunder, the employee must, if requested by the Company, provide satisfactory evidence of death.

In the event of the death of a member of a seniority employees other immediate family, the Company will grant, upon application made by the employee, up to three (3) days leave of absence, with pay at the employee's regular straight time rate of pay, up to and including the day after the funeral, provided that such days are regular working days upon which the employee would have otherwise been scheduled to work. To be eligible for payment hereunder, the employee must, if requested by the Company, provide satisfactory evidence of death. The phrase "other immediate family" shall conclusively mean mother, father, brother, sister, step-mother, step-father, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandmother or grandfather of the seniority employee.

## ARTICLE 23

### PAID HOLIDAYS

**23.01** Seniority employees shall be entitled to the following paid holidays with pay at their regular straight time hourly rate of pay:

New Year's Day  
Heritage Day (2nd Monday in February)  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
The Day Before Christmas Day  
Christmas Day  
Boxing Day

**23.02** If any seniority employee is required to work on any of the above Holidays, he shall be paid time and one-half (1-1/2) for the time worked in addition to the Holiday Pay.

**23.03** Each paid holiday will be observed on the day on which the paid holiday occurs unless the Company designates another day as the day on which the paid holiday is to be observed, in which event, the paid holiday will be observed on the day designated by the Company and not on the day on which it occurs.

**23.04** It is agreed that all seniority employees shall be paid a full regular day's pay at the employee's appropriate hourly rate for the above-mentioned Holidays. A regular day for this purpose shall be eight (8) hours.

**23.05** Eligibility for the above named Holidays shall be subject to the following conditions:

- (a) The employee who is available for work on his scheduled shift preceding and following the Holiday, or when the employee has the consent of the Company to be absent, but, not in excess of fourteen (14) days.
- (b) An employee who is ill or injured up to twelve (12) working days prior and/or following the Holiday shall be paid for the Holiday, providing he supplies the Company with a Doctor's certificate if required.
- (c) In order to qualify for pay for the Holidays as above, the employee's scheduled working day hereinbefore referred to must fall within ten (10) working days before and within ten (10) working days after the said Holiday.
- (d) For the purpose of clauses a, b, and c, above, the days between Boxing Day and New Year's Day shall not be counted.

**23.06** Notwithstanding the provisions of this article, the Company will not pay paid holiday pay to any employee who has been paid Worker's Compensation for the paid holiday.

## ARTICLE 24

### VACATION WITH PAY

- 24.01** Seniority employees shall be entitled to vacation as provided in this article.
- 24.02** Vacations shall be granted in the vacation year following the vacation year in which it was earned. For the purposes of this article, the vacation year shall mean the twelve (12) month period commencing on the employee's date of hire or on the employee's anniversary date of hire, as the case may be, and ending on the day preceding the employee's anniversary date of hire in the following year. The phrase "date of hire" shall conclusively be interpreted to mean the employee's seniority date.
- 24.03** All seniority employees with more than one (1) year but less than five (5) years seniority as of their anniversary date of hire in each year, shall receive two (2) weeks vacation with pay. Vacation pay will be four percent (4%) of the employee's total earnings in the twelve (12) months preceding the employee's anniversary date of hire in each year.
- 24.04** All seniority employees with more than five (5) years seniority as of their anniversary date of hire in each year, shall receive three (3) weeks vacation with pay. Vacation pay will be six percent (6%) of the employee's total earnings in the twelve (12) months preceding the employee's anniversary date of hire in each year.
- 24.05** All seniority employees with more than thirteen (13) years seniority as of their anniversary date of hire in each year, shall receive four (4) weeks vacation with pay. Vacation pay will be eight percent (8%) of the employee's total earnings in the twelve (12) months preceding the employee's anniversary date of hire in each year.
- 24.06** All seniority employees with more than twenty-two (22) years seniority as of their anniversary date of hire in each year, shall receive five (5) weeks vacation with pay. Vacation pay will be ten percent (10%) of the employee's total earnings in the twelve (12) months preceding the employee's anniversary date of hire in each year.
- 24.07** (a) The Company will make every effort to grant vacations at times requested by the employees. However, recognizing that production schedules and other factors may make it impossible to approve vacation, as requested, it is recognized that it may be necessary to limit the number of employees who may be on vacation at any one time or to not approve vacation as requested.
- (b) The Company, will, to the extent possible, give priority to employees' vacation request between January 16th and July 14th of each year, on a "first-come - first serve" basis allowing for a ten (10) day waiting period. During the ten (10) days following the application for a vacation, should a more senior employee apply for the same period of vacation, priority will be given to the more senior employee. Once the ten (10) day waiting period is over, if the vacation request is granted, no senior employee will be entitled to claim priority over a more junior employee with respect to the vacation time granted.
- (c) **The Company will require employees to take up to two (2) weeks of their vacation entitlement during scheduled vacation shutdowns where possible. Such planned shutdowns will be posted by February 1<sup>st</sup> of each year. If after February 1<sup>st</sup> changes are required that necessitate departments working, volunteers will be sought by Department seniority first and then by plant seniority. Any employee whose departments are not scheduled for shutdowns will be required to take two (2) weeks of vacation during each calendar year.**

**In the event the Company cannot schedule planned vacation shutdowns employees will be required to schedule two weeks of vacation entitlement during the calendar year. Where practicable, vacations will be scheduled as requested by the employees in employee seniority order up to May 1, thereafter on a first come, first serve basis, except that efficient operation of the plant shall be the first consideration and the Company shall assign vacations on that basis.**

**In the event employees schedule vacation at times other than scheduled shutdown periods those employees will be entitled to utilize the scheduled time as vacation and would be considered on lay-off during scheduled shutdowns.**

**24.08** Vacation pay, upon written request by the employee, will be paid by the Company, in minimum amounts of five (5) days pay, in the pay period following such request. The appropriate forms are available in the Human Resources office and must be submitted prior to 05:00 pm on Fridays to be issued the following week. Vacation pay will be paid by the Company by the 15th of September in each year.

## **ARTICLE 25**

### **HEALTH AND WELFARE**

**25.01 SEMI PRIVATE** - 100% of the premiums will be paid by the Company for semi-private hospital coverage for all seniority employees while in active employment of the Company and their eligible dependents, where such an employee makes application therefor.

**25.02 LIFE INSURANCE** - The Company will pay 100% of the premiums payable for life insurance for all seniority employees while in the active employment of the Company where such employee makes application therefor, as follows:

\$21,000 effective April 17, 2005

\$23,000 effective April 1, 2006

\$25,000 effective April 1, 2007

**25.03 PRESCRIPTION DRUG PLAN** - The Company will pay 100% of the premiums payable for a "prescription only" drug plan (\$3.00 co-pay) for seniority employees while in the active employment of the Company, and their eligible dependents where such an employee makes application therefore. **Lowest cost generic drugs will be utilized first unless the physician indicates no substitution or no generic equivalent exists.**

"Prescription only" drugs do not include any item that can be purchased "over the counter".

**25.04 VISION CARE** - The Company shall provide, to all seniority employees, a vision care plan to include coverage for employees and their eligible dependents as described in the Plan. Effective April 17, 2005 this vision care plan will provide a maximum reimbursement of two hundred and fifty dollars (\$250.00) per eligible participant every twenty-four (24) months. This amount will be increased to \$300.00 April 1, 2007.

**25.05** It shall be the responsibility of the employees to ensure they comply with all eligibility requirements for coverage under this article. The details of the coverage are more specifically set out in the original contract for insurance coverage.

**25.06 DENTAL PLAN** - The Company will pay into the United Food and Commercial Workers Trusted Dental Plan - Ontario, effective April 1, 2005, thirty (\$.30) per non-overtime hour worked by each seniority employee while in the active employment of the Company and their eligible dependents as

defined in the Plan where such an employee makes application therefor. An additional one-cent (\$.01) will be contributed effective April 1, 2007. The Company's contributions will also include contributions paid on vacation and paid holiday hours and will be forwarded to this Plan within fifteen (15) days of the month following the month for which the contributions are being made.

**25.07 WEEKLY INDEMNITY** - The Company will pay 100% of the premiums payable for a Weekly Indemnity Plan for eligible seniority employees while in the active employment of the Company. Subject to the terms and provisions of the Plan, coverage will be for a period of twenty-nine (29) weeks commencing on the one hundred and twentieth (120) day of absence from work and the amount of coverage shall be sixty-six and two-thirds percent (66-2/3%) of eligible earnings subject to a maximum of three hundred and twenty dollars (\$320.00) per week.

**25.08** To become eligible for the Company's portion of premiums for the Health and Welfare coverages, seniority employees must have completed their probationary period and must have received forty (40) hours of pay from the Company in any payroll month. In any month where there is a total shutdown of any 1 (one) or more of the major departments (Vegetable or Coated), the hours required to qualify for the company portion of the benefits cost will be reduced by 20 hours per week of shutdown plantwide. The hours credited will be based on the payroll months and the days of the week in which the payroll week ends in a month will be credited to that same month. Entitled vacations with pay and specified holiday, if any, shall be considered as time worked.

**25.09** (a) Any seniority employee who is absent from work because of illness or injury or who has been laid off by the Company and who wishes to continue to participate in the Health and Welfare coverage as provided in this Article as a member of the Company's group with respect to such coverage may do so, subject to all requirements of the Plans and provided he continues to be an employee of the Company and continues to meet all the requirements of the plan and provided he pays to the Company the amount of the premium payment in advance of the premium due dates. This privilege does not apply to semi-private hospitalization coverage. This privilege shall terminate on the expiry of two (2) years from the commencement of the illness, injury or lay off.

(b) Any employee who is being paid E.I. Sick Benefits or Weekly Indemnity benefits will qualify for the Company paid portion of the benefits plan cost.

Any employee who is on WSIB will qualify for the Company paid portion of the benefits plan cost for a maximum of one year from the date of injury.

**25.10 PENSION PLAN** - The Company will pay into the Canadian Commercial Workers Industry Pension Plan, on behalf of each seniority employee, the sum of eighty one cents (\$.81) effective April 1, 2005, for each non-overtime hour worked by each seniority employee, subject to a maximum of forty (40) hours per week. Effective April 1, 2006, the Company will contribute eighty six cents (\$.86) for each non-overtime hour worked by each seniority employee, subject to a maximum of forty (40) hours per week, and ninety one cents (\$.91) effective April 1, 2007. Pension plan payments will be made for all hours worked at straight time contribution rates for all overtime hours worked up to an individual annual maximum contribution of 2000 hours. These Company contributions will be remitted by the Company by the fifteenth (15th) day of the month following the month for which the contributions are being made.

**25.11** The Plan documents for all Sick and Welfare Benefits provided under this agreement are an integral part of the collective agreement and are hereby incorporated by reference into it. Exact duplicates of these plans will be forwarded to the Union.



- 25.12** The Company will reimburse employees for chiropractic services to a maximum of \$ 200 per annum, providing that a doctor's referral is obtained, and proof of such submitted. This benefit will apply to employees only and not their dependents.
- 25.13** The Company shall provide a retirement seminar for eligible employees once per calendar year.
- 25.14** **The Company will pay 80% of the cost for Health & Welfare coverage including semi private hospitalization, life insurance, prescription drug plan, vision care and weekly indemnity for all employees who attain seniority after April 1, 2008 while in the active employment of the Company, and their eligible dependents where such an employee makes application therefore.**
- “Prescription only” drugs do not include any item that can be purchased “over the counter”.**
- 25.15** **The Company will administer a medical coverage plan for those employees and their dependants who choose to retire. Retiring employees will be required to make application for such coverage one month prior to their planned retirement date. Employees who choose to participate in this plan will be required to pay 100% of the cost of the plan prior to the first day of each month in order to remain active in the medical coverage plan.**

## ARTICLE 26

### COST-OF-LIVING-ALLOWANCE

- 26.01** Seniority employees who have completed their probationary period will be provided a Cost of Living Allowance in accordance with the following provisions:

(a) The Company agrees to provide Cost of Living Allowance determined in the manner and to the extent hereinafter set forth in accordance with changes in the official Consumer Price Index, published by Statistics Canada (1981=100), and hereinafter referred to as the C.P.I.

(b) Cost of Living Adjustment will be made upward or downward as hereinafter provided based on changes in the C.P.I. but in no event will a decline in the C.P.I. below 136.4 provide a basis of reduction in the wage rates herein set forth.

(c) Adjustments in the Cost of Living Allowance shall be made at the following times, based on the following C.P.I.:

<b>Commencing the first pay period following</b>	<b>Based on the CPI published for:</b>
April 1, 1989	February, 1989
October 1, 1989	August, 1989
April 1, 1990	February, 1990
October 1, 1990	August, 1990

- 26.02** The amount of Cost of Living Allowance which shall be effective commencing the first full pay period following April 1, 1989, shall be one cent (1 cent) per hour adjustments for each 0.5 increase in the C.P.I. published for February, 1989, over the base of 136.4 and for any period thereafter shall be one cent (1 cent) per hour adjustment for each 0.5 increase in the C.P.I. published for the appropriate month as indicated above over the base of 136.4.

**26.03** No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in any published C.P.I.

**26.04** The provisions of this article are inoperative for the term of this Agreement. The amount of forty-four cents (\$.44) per hour will be maintained throughout the terms of this Collective Agreement.

## **ARTICLE 27**

### **SPECIAL PROVISION APPLICABLE TO SEASONAL EMPLOYEES**

**27.01** Seasonal work shall include all General and Heavy classified jobs performed on raw or unfrozen fruit and vegetables prior to the Belt Freezers but shall exclude any coated and/or value added productions.

**27.02** Seasonal employees shall be called back in order of years of service in that those with the most years of service shall be called back before those with lesser years of service provided that they have the ability, willingness and qualifications to satisfactorily perform the duties to be done.

**27.03** (a) Seasonal employees shall be entitled to the following Paid Holidays, with pay at their regular straight time hourly rate of pay:

Civic Holiday  
Labour Day  
Thanksgiving Day

If a seasonal employee is required to work on any of the above Holidays, he shall be paid time and one half (1-1/2) for the time worked in addition to the Holiday Pay.

Eligibility for the above named holidays shall be subject to the following conditions:

(i) must be employed by the Company for three (3) months during that season, and earns wages on at least (12) days during the four (4) weeks prior to the Holiday.

(ii) must actually work on the full scheduled shift preceding and following the holiday.

(b) Seasonal employees shall receive, on a weekly basis four percent (4%) of their total earnings as vacation pay.

(c) All hours actually worked by a seasonal employee in excess of forty (40) hours per week, shall be paid for at one and one half (1-1/2) times the employee's regular straight time rate of pay.

(d) The wage rates to be paid to seasonal employees will be \$10.00 per hour.

The Scale House clerk will be paid a minimum of thirty cents (\$.30) per hour in addition to the seasonal hourly rate of pay.

There will be a twenty-cents (\$.20) per hour premium on the afternoon or second shift for all hours of work performed on such shift and thirty cents (\$.30) per hour premium on the evening or third shift for all hours of work performed on such shift.

(e) If a seasonal employee is unable to report to work, for any reason, they shall notify the attendance line as soon as possible, and in any event a minimum of one (1) hour prior to the commencement of their scheduled shift, advising why they are unable to work and when they expect to report for work.

## ARTICLE 28

### HEALTH AND SAFETY

**28.01** (a) The Company will make reasonable provisions for the safety and health of the employees in the plant during their working hours. The Company agrees to notify the Chief Steward of any lost time accidents in the bargaining unit.

(b) The Company will supply copies of "Form 7" Compensation forms immediately and copies of "Restrictions List" to the Chief Steward **and the Co Chair of the Health and Safety Committee.**

(c) The Company and the Union will work jointly to promote the safe operation of the plant. The company agrees to work with the Union to provide education related to the health and safety of its employees.

The Joint Health and Safety Committee members will assist in the development and communication of safety regulations and safe work practices, and, in conjunction with the supervisor provide the necessary notification to employees when they observe unsafe work practices, behaviour or conditions.

**28.02** The Company will provide all seniority employees with a one time annual reimbursement of up to \$ 95.00 for the purchase of approved safety footwear, upon submission of a receipt.

Seniority employees in the Sanitation Department will be entitled to an additional one time annual reimbursement of up to \$ 95.00 for the purchase of additional approved safety footwear, upon submission of receipt.

## ARTICLE 29

### DURATION

**29.01** This Agreement shall become effective the **1st day of April, 2008 and shall remain in effect until the 31st day of March 2011.**

**29.02** Either party to this Agreement may, within the period of ninety (90) calendar days prior to **the 31st day of March of 2011** give notice in writing to the other party of its desire to make a new agreement.

## ARTICLE 30

### LABOUR MANAGEMENT COMMITTEE

**30.01** The Company and the Union recognize the value of cooperation in the solution of problems common to the relations between them. For purpose of improving such relations and reaching mutual understandings as to the proper aims and objectives of each other, the joint labour-management committee shall be established within thirty (30) days after the execution of this Contract consisting of representatives of the Company and the Union. Only persons employed by the Company or the Union shall serve on this Committee. The Labour-Management Committee shall meet monthly and shall consider such matters as shall be mutually agreed upon except that such committee shall not consider any matter which properly should be considered in the Grievance Procedure.

**SCHEDULE "A"**

**( A ) CLASSIFICATIONS AND WAGE RATES FOR SENIORITY EMPLOYEES SAVE AND EXCEPT SENIORITY EMPLOYEES EMPLOYED IN THE SKILLED TRADES DEPARTMENTS**

<b>HOURLY RATE OF PAY</b>			
<b>AS AT:</b>	<b>APRIL 1/08</b>	<b>APRIL 1/09</b>	<b>APRIL 1/10</b>
<b>JOB GRADE</b>			
1. General 2. Heavy Labour Janitor Inside Janitor	<b>\$18.70</b>	<b>\$18.70</b>	<b>\$19.07</b>
3. Padlocker/Casemaker Bandsaw Operator Lift Truck Driver Sanitation 'B' Crewperson Caseprinting Makeup Bobcat Operator Yard Man Tote Controller	<b>\$19.05</b>	<b>\$19.05</b>	<b>\$19.43</b>
4. Utility Person - Plant 2 Production Inventory Clerk Warehouseperson Onion Peeler Operator Blancher Controller Automatic Palletizer Operator Scale House	<b>\$19.35</b>	<b>\$19.35</b>	<b>\$19.74</b>
5. Veg Line Operator Process Control Operator Mix Room Operator Packaging Line Operator Classified Relief	<b>\$19.45</b>	<b>\$19.45</b>	<b>\$19.85</b>
5A Cold Storage Driver Cold Storage Inventory Clerk Health & Safety Trainer	<b>\$19.55</b>	<b>\$19.55</b>	<b>\$19.94</b>
6. Leader	<b>\$19.80</b>	<b>\$19.80</b>	<b>\$20.20</b>

**Note #\_1 - Lift Truck Drivers**

Where required, employees will be scheduled in their department in the Lift Truck Driver classification and they may be utilized in other departments during the shift if necessary.

**( B ) PROBATIONARY EMPLOYEES**

The starting rate for probationary employees shall not be less than twenty cents (\$.20) per hour above the seasonal rate as outlined in Article 27.03 (d). After completion of the probationary period, seniority employees will be paid the applicable hourly rate.

**( C ) CLASSIFICATIONS AND WAGE RATES FOR SENIORITY EMPLOYEES WHO  
ATTAIN SENIORITY AFTER APRIL 1, 2008, SAVE AND EXCEPT SENIORITY  
EMPLOYEES EMPLOYED IN THE SKILLED TRADES DEPARTMENTS)**

<b>HOURLY RATE OF PAY</b>						
<b>AS AT:</b>	<b>Seniority</b>	<b>After One (1) Year</b>	<b>After Two (2) Years</b>	<b>After Three (3) Years</b>	<b>After Four (4) Years</b>	<b>After Five (5) Years</b>
<b>JOB GRADE</b>						
1. General 2. Heavy Labour Janitor Inside Janitor	<b>\$11.00</b>	<b>\$11.50</b>	<b>\$11.88</b>	<b>\$12.25</b>	<b>\$12.63</b>	<b>\$13.00</b>
3. Padlocker/Casemaker Bandsaw Operator Lift Truck Driver Sanitation 'B' Crewperson Caseprinting Makeup Bobcat Operator Yard Man Tote Controller	<b>\$13.00</b>	<b>\$13.50</b>	<b>\$13.88</b>	<b>\$14.25</b>	<b>\$14.63</b>	<b>\$15.00</b>
4. UtilityPerson Production Inventory Clerk Warehouseperson Onion Peeler Operator Blancher Controller Automatic Palletizer Op. Scale House	<b>\$13.00</b>	<b>\$13.50</b>	<b>\$13.88</b>	<b>\$14.25</b>	<b>\$14.63</b>	<b>\$15.00</b>
5. Vegline Operator Process Control Operator Mix Room Operator Packaging Line Operator Classified Relief	<b>\$13.00</b>	<b>\$13.50</b>	<b>\$13.88</b>	<b>\$14.25</b>	<b>\$14.63</b>	<b>\$15.00</b>
5A Cold Storage Driver Cold Storage Inventory Clerk	<b>\$13.00</b>	<b>\$13.50</b>	<b>\$13.88</b>	<b>\$14.25</b>	<b>\$14.63</b>	<b>\$15.00</b>
6. Leader	<b>\$13.00</b>	<b>\$13.50</b>	<b>\$13.88</b>	<b>\$14.25</b>	<b>\$14.63</b>	<b>\$15.00</b>

## **SCHEDULE "B"**

### **GUIDELINES FOR PLANT WIDE CREWING**

(REFERENCE TO SUB-ARTICLE 10.02 (B))

#### **A. SCHEDULING SET UP FOR THE WEEK**

Crewing requirements obtained from supervision.

##### **I. CLASSIFIED POSITIONS**

- Determine the total number of classified employees required on each shift in each department and crew as follows:
- Classified employees from that shift in that department
- Back up employees in those classifications, from that shift, in that department.
- Senior available employees in that classification, from the plantwide seniority list.
- Senior available back up employees in that classification, from the plantwide seniority list.
- Senior qualified employees from that shift in that department.
- Senior qualified employees from the plantwide seniority list.

##### **II. UNION STEWARDS**

- If union stewards have not been crewed in their classification per above, crew them as "heavy" (or light) if required.

##### **III. HEAVY AND LIGHT**

- Determine the total number of "Heavy and Light" employees required.
- Go to plant wide seniority list and count the total number of "Heavy and Light" required.
- Out of that total number required in the Company:
  - crew Heavy and Light labour in "home" department/home shift.
  - If still Heavy and Light to crew, and no more jobs in their home department/shift, crew:
    - by seniority: same shift
    - other shift

#### **B. LAYOFF**

- Determine where lay off is: shift, department, classification

##### **I. CLASSIFIED**

- Go to junior classified on that shift, in that department (where layoff is) – they become "heavy" or "light" general.
- That junior classified (now general) will displace the most junior heavy or general on that shift, in that

department (if any).

- The junior general employee displaces the junior heavy or general in the Company, wherever they are (regardless of shift).
- The junior employee in the Company gets laid off.

## **II. UNION STEWARD**

- Union Steward is retained in their classification by seniority, otherwise as a general in their department/shift.

## **III. HEAVY LABOUR**

- Same procedures as above.

## **IV. LIGHT GENERAL**

- Same procedure as above.

## **C. REPLACEMENTS DURING THE WEEK**

**I** When additional employees are required, the Company will return appropriate employees back to their home department and shift (where applicable) before laid off or junior employees. These employees cannot refuse this work; even if this work is on the opposite shift

**II** Following the above step, employees are recalled from lay off as per sub-article 10.01 of the Collective Agreement.

### **Note #1**

Employees who are scheduled to perform classified work may, if there is not enough work in their classification, perform general duties as required to provide them with eight (8) hours of work. This will not affect the number of general workers required under current operating circumstances who are scheduled to perform production duties.

### **Note #2**

Employees with the same seniority date will be scheduled by plantwide order number.



Signed this 16<sup>th</sup> day of June 2008.

**For the Company**

\_\_\_\_\_  
Sheila Kriz

\_\_\_\_\_  
Doug Robinson

\_\_\_\_\_  
Tracie Bradley

**For the Union**

\_\_\_\_\_  
Rob Milkins

\_\_\_\_\_  
Jose E Rebelo

\_\_\_\_\_  
Dennis Medeiros

\_\_\_\_\_  
Carlos Simas

\_\_\_\_\_  
Rolando Cabral

\_\_\_\_\_  
Jose Marteniano

**Letter of Intent between Omstead Foods Limited and  
United Food and Commercial Workers Union Local 459  
Re: Refrigeration Schedule**

**Renewed April 15, 2005**

It is mutually understood, that the Company and the Union will meet immediately following ratification of this contract to work out any additional details of the first (1<sup>st</sup>) option of the new Refrigeration Schedule.

**OPTION I:**

- i) must obtain permission from M.C.C.R. to run Plant One on weekends with no operator unless production is scheduled in for all shifts required.
- ii) the Company will follow the guidelines expressed by the M.C.C.R.
- iii) should work be scheduled at Plant One on the weekends, the person who is listed on the schedule for that weekend will perform the duties required.
- iv) present schedule remains.
- v) this proposal must be exhausted fully before the 2<sup>nd</sup> option would come into effect.
- vi) employees affected will be eligible for the maximum pension contribution of forty (40) hours per week even though they are scheduled off during regular hours.

**OPTION II:**

- i) five (5) mandatory days off per week in accordance with the refrigeration schedule attached.
- ii) it is understood that affected Refrigeration employees will be eligible for the maximum pension contribution of forty (40) hours per week even though they are scheduled off during regular hours.

**LETTER OF UNDERSTANDING  
BETWEEN  
OMSTEAD FOODS LIMITED  
AND  
UNITED FOOD & COMMERCIAL WORKERS UNION  
LOCAL 459**

It is mutually agreed that the Company and the Union shall review all Letters of Intent, Letters of Understanding and/or Mutual Agreements to determine those letters which are still active and pertinent. Once agreed, these letters will be copied to the appropriate Stewards, Supervisors and/or Managers.

**For the Company**

**For the Union**

\_\_\_\_\_  
Sheila Kriz

\_\_\_\_\_  
Rob Milkins

\_\_\_\_\_  
Doug Robinson

\_\_\_\_\_  
Jose E Rebelo

\_\_\_\_\_  
Tracie Bradley

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Dennis Medeiros

\_\_\_\_\_  
Carlos Simas

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Rolando Cabral

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Jose Marteniano

## **LETTER OF INTENT**

**Renewed April 15, 2005**

The Company will continue to deal with emergencies and necessary relief as required. We will not utilize non union people to perform union work on a scheduled basis or when employees are laid off, who would be available to do that work.

The Company will address this issue with the supervisors and the new operations leadership regarding violations of this section of the Collective Agreement. To the extent violations occur the Company recognizes the Unions right to grieve these violations.

**For the Company**

**For the Union**

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## SHIFT CHANGING OMSTEAD

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**DATE:** December 19, 1996

**Re:** Employees switching shifts

**CC:** J. Vanbeekveld/G. Whitcher/S. Dowbiggin/J. Omstead/G. Beleutz/M. Rivard

The following will confirm our agreement with regards to employees requesting to change shifts for personal reasons.

**Procedure:**

1. Change of shifts requests will only be considered for requests within the same department.
2. Two employees have mutually agreed to change shifts within the same department (~~Cook, Pack,~~  
Veg **or Cold Storage or Skilled Trades**)
3. Each employee must ask permission from their immediate supervisor in advance; both supervisors have to approve.
4. Requests can only be considered if both employees are on the schedule for the day being requested.
5. Employees' classification and/or back up status cannot affect people who change shifts (as they already on the schedule according to their own seniority rights).
6. If both are on the schedule, the supervisor will consider the jobs to be performed, the qualifications, willingness, and ability of the employees switching to the other shift.
7. Eligible shift premium would be paid to the person who actually worked on the shift where shift premium was applicable.
8. Time cards would be punched in and out of the actual shift worked by each employee.
9. Overtime following the shift would be assigned to the employee who actually worked on that shift were the overtime opportunity exists.
10. Saturday overtime would be assigned to the employee who actually worked the Friday shift where the overtime opportunity exists. (E.g. If overtime on the afternoon on Saturday, the employee who actually worked on the afternoon shift on Friday would be assigned).
11. Sunday overtime would be assigned to the employee who is scheduled for the Monday shift where the overtime opportunity exists.
12. Supervisor will notify Human Resources, in advance of any changes (for crew sheet purposes).

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The signatures below indicate an understanding and agreement to the above.

Signed at Wheatley Ontario Canada on this 20 date of December 1996.

\_\_\_\_\_  
John Vanbeekveld – Chief Stewart

\_\_\_\_\_  
Marg Rivard, Human Resources Manager

\_\_\_\_\_  
Gilbert Beleutz – President UFCW

\_\_\_\_\_  
Stephen Dowbiggin, Factory Manager

**Letter of Understanding  
Between  
The United Food & Commercial Workers Union  
And  
Omstead Foods Limited**

This letter will confirm the Company's and the Union's agreement on wages for the Raw Breaded Hand Pack position in the Cook Department.

Effective June 14<sup>th</sup>, the hourly pay rate for the above named position will be \$ 0.50 above the general hourly rate of pay according to Schedule "A" of the collective agreement until such time that the Company and the Union deem the position to be ready for the original pay agreement, which is piece work.

The Company and the Union acknowledge that this agreement is unique to these facts, shall be without precedent or prejudice to any other matter between the parties, and shall not be relied upon either party in anyway in any other case, except to the extent necessary to enforce the terms herein.

The signatures below confirm to the agreement to the above terms.

Dated this day, the 13<sup>th</sup> of June 2001, in Wheatley, Ontario.

**For the Company:**

\_\_\_\_\_  
Gord Whitcher, Coated Business Unit Manager

\_\_\_\_\_  
Mark Rogers, Factory Manager

\_\_\_\_\_  
Sheila Cromarty, Human Resources Manager

**For the Union:**

\_\_\_\_\_  
Dennis Pinch, Acting Chief Steward

**Letter of Understanding  
Between  
The United Food & Commercial Workers Union  
And  
Omstead Foods Limited**

**RE: 24 HOUR CREWING GUIDELINES**

The following guidelines will be used effective April 17, 2000:

For Tomorrow's Day and Afternoon Shift :

- Requirements to the Labor Scheduler by 10:00 am the day before
- Employees will be notified by 2pm to 4pm

If the company cannot reach the appropriate employee to come to work for tomorrow's shifts, the next available Senior Employee will be contacted and scheduled in.

Changes in Shift/Department or job will now be communicated by "schedule change" postings. These changes will be posted in each plant by 2:00pm for the day shift and 4:30pm for the night shift. Any other changes will be communicated to the employee by telephone.

**LAST MINUTE CREWING:**

Because 24 hour crewing allows the scheduler to complete both day and afternoon shifts the day before, any changes in the scheduling after 2pm the day or on the day of the shift, will be done on a last minute crewing basis.

If production scheduling calls for a decrease/increase in crewing for a shift, the scheduler will call in/call off employees based on plant wide seniority. The schedule will not be revised to move employees in to home departments when last minute crewing is required.

If an employee calls in sick at any point before or during a shift, the next most senior qualified and available employee will be notified to come in. Due to the nature of the urgency to replace, the company can only call an employee once, and if not available (This means: if there is no answer, if there is a machine, or if it is busy more than 2x) the next most senior employee will be contacted.

**PLANT SHUTDOWNS, PARTIAL SHUTDOWNS, DEPARTMENT SHUTDOWNS:**

In the case that a situation resulting in a plant/partial shutdown (i.e., Fire, breakdown, hydro outage, etc.), the Company will make every effort to notify the appropriate personnel.

In the case of bad weather (i.e. Snow Storm) the employees are advised to listen to the Local Radio Station CHYR **FM 96.7** for details of possible shift cancellations.

If employees cannot be notified before the start of the shift, the Company cannot be responsible for employees reporting to work in these types of situations.

Signed in Wheatley, Ontario Canada on the — date of ————, 2000.

For the Company:

\_\_\_\_\_  
Carolyn Lang, Human Resource Specialist    Rob Dorego, Chief Steward, Omstead Foods

**Notice to All Hourly Employees  
Of  
Omstead Foods Limited  
24 Hour Crewing Procedures  
Effective April 17, 2000**

**24 HOUR CREWING FOR PRODUCTION EMPLOYEES:**

The crewing for both day and afternoon shifts will be completed by 2pm the day before. Employees will be notified of their schedules while they are at work or contacted at home between 2pm and 4pm the day before.

**NEW PROCEDURES:**

- Schedule changes for the following day will be posted in the Display Case in Plant #2. This means that your supervisor will no longer advise you of shift changes.
- The Schedule Change will be posted by 2p.m. for the Day Shift and by 5p.m. for the Afternoon Shift.
- It is the employee's responsibility to check this posting every day before leaving at the end of their shift. Your name will only appear on this list if there is any change in your schedule for the next day.
- If there are revisions made after the Schedule Changes are posted, the affected employees will be contacted at home.
- If you are sent home early, or have approval to leave it is your responsibility to check for schedule changes.
- If the Schedule Changes are not yet posted, you must report to the Human Resource Office (Day Shift) or the Supervisor (Afternoon Shift).
- If the Schedule Change says there is "no work" the next day, this means that at the time the schedule was made, there was no work for you. If there are unforeseen Production Changes or Employee Attendance issues you may be contacted to report to work the following day.
- As per Collective Agreement, employees will only do a back shift if it returns to their home department/shift, or if an employee is required for a Classified Position. In the case of last minute crewing for the Day Shift, an employee who worked the night before (and is laid off for the following night) may be called in the following day as a replacement.
- If an employee is sick for 3 days or more, the employee must advise the Human Resource Office by 1p.m. the day before he/she is able to return to work, otherwise the employee will not be schedule in to work. Please review Collective Agreement Article 16, Section 11b and 11c for rules pertaining returning to work from a non-work related injury/illness.

**LAST MINUTE CREWING ( AFTER 2P.M. )**



Because 24 hour crewing allows the scheduler to complete both day and afternoon shifts the day before, any changes in the scheduling after 2 p.m., will be done on a last minute crewing basis.

If production scheduling calls for a decrease/increase in crewing for a shift, the scheduler will call off employees based on plant wide seniority.

**Please note:** The schedule will not be revised to move employees in to home departments when last minute crewing is required. Any changes to the schedule after 2 p.m. deadline will be done on a one for one basis.

**Example:** On Tuesday morning an employee working in Night Cook calls in sick the next most senior laid off employee will replace that sick employee. If by seniority the next Night Cook employee is in Night Veg, that employee will not be moved.

If an employee calls in sick at any point before or during a shift, the next most senior qualified and available employee will be notified to come in. Due to the nature of the urgency to replace, the Company can only call an employee once, and if not available (This means: if there is no answer, if there is a machine, or if it is busy more than 2x) the next most senior employee will be contacted.

#### PLANT SHUTDOWNS, PARTIAL SHUTDOWNS, DEPARTMENT SHUTDOWNS:

In the case that a situation resulting in a plant/partial shutdown (i.e. Fire, breakdown, hydro outage, etc.), the Company will make every effort to notify the appropriate personnel.

In the case In the case of bad weather (i.e. Snow Storm) the employees are advised to listen to the Local Radio Station CHYR **FM 96.7** for details of possible shift cancellations.

If employees cannot be notified before the start of the shift, the Company cannot be responsible for employees reporting to work in these types of situations.

**Letter of Agreement  
Between  
“The Company” (Omstead Foods Limited)  
And  
“The Union” (United Food & Commercial Workers Union)**

The Company and the Union have agreed to the following resolution pertaining to Sanitation B and Leader issues and scheduling of overtime for the Sanitation Department for a final agreement as follows:

1. Sanitation B Description:

- Entry level in the Sanitation department
- Majority of the Sanitation work would be done by these workers through the direction of the Sanitation Leader and/or Supervisor

Sanitation B responsibilities:

- Apply and rinse down the mixed chemicals for cleaning
- Dispense the chemical delivered and explained by the Leader (e.g. Spreading on the floor, adding to the fryer, spraying equipment)
- Operate a lift truck on an “as needed” basis
- Assist in line set-ups, adding designated ingredients
- Clean all equipment, facilities, fryers, etc. or as required
- Perform miscellaneous duties as required
- Perform duties in other “areas” as required

2. Sanitation Leader Description:

- Required to lead Sanitation B’s
- More skilled and more responsibility for the cleanliness of the plant
- Usual leader duties plus perform duties to achieve cleanliness
- One leader in each plant when required
- That plant’s leader would direct that plant’s sanitation personnel and assist them to get the job done

Sanitation Leader Responsibilities

- Handling chemicals and insuring they are used safely and effectively (either by individually looking after or by instruction to a Sanitation “B”)
- Measuring, dispensing and mixing concentrated chemicals for a chemical solution or mixture requiring two or more chemicals
- Deliver the chemical or mixture to the Sanitation B and explaining to that Sanitation B what is to be done with it; dispensing the chemicals (spreading on floor, adding to fryer, spraying on equipment, etc.)
- Operate lift truck as required
- Post clean-up lie configuration, material preparation and ingredient/allocations as directed by the supervisor
- Direct the workforce (Sanitation B’s) to perform the necessary duties
- Inspect the work of the Sanitation B’s and report information back to the Supervisor as required
- Responsible for boil-out of the fryers (Plt. 2); operating the pumps and valves; The Sanitation B may assist in the cleaning, prepared chemicals, rinsing.
- Assist with other duties such as applying chemicals, cleaning, hoeing, spraying, etc.
- Perform Sanitation B duties as required

#### Sanitation Leader Qualifications:

- Minimum of 2 years as a Sanitation worker & must be currently working the Sanitation dept.
- Exposure to Sanitation operations in all production depts.
- Grade 8 education or equivalent
- Satisfactory written and verbal communication skills in English
- Fluency in a second language an asset
- Previous supervisory or leader experience preferred
- Willing and able to attend training as required
- Demonstrable knowledge and understanding of WHMIS; must pass WHMIS test
- Valid first aid certificate
- Successful completion of lift truck operations course

#### Placement and Assignments

- A leader would be assigned as required
- Sanitation B personnel would be assigned in each “area” of **the** plant as required and would be based on need
- During busy season there would be a Sanitation Leader assigned to the Vegetable Dept; would seek a volunteer from the **two** Sanitation Leaders first. If **both** the Sanitations Leaders want to lead in the Vegetable Dept. would be assign the most senior. If none of the Sanitation Leaders want to volunteer, the most junior Sanitation Leader would be assigned.
- The back-up Sanitation Leader would replace classified Sanitation Leader for absences and sometimes longer periods (unlike the back up process for production)
- For safety reasons, there would always be two sanitation employees **in the** plant
- Sanitation Leaders would be assigned duties in either plant

### Scheduling of Overtime

#### Guidelines to follow: (Full Time Areas)

1. Sanitation Leader requirements to be determined by the overtime work to be done.
2. Sanitation Leader not required for overtime, they would displace Sanitation B by seniority.
3. Schedule the Sanitation employees, by seniority that is working in that area (employees currently working in their chosen area and employees from other areas currently working in that area where the overtime will occur).
4. The whole Sanitation Department, not already scheduled for overtime, becomes available for overtime (regardless of area), based on seniority and classification.
5. When there are insufficient employees available for overtime, employees will be scheduled starting from the bottom of the Sanitation Department seniority list until a sufficient number of personnel are reached.
6. If there is overtime in more than one area (Cook, Veg, or Pack), at the same time, the above rules still apply. When overtime is finished in one area first, those people cannot displace other area personnel working overtime; however, they may be asked to stay (by seniority) as additional help.
7. To be eligible for overtime in an area, the employee must have been scheduled in that area by the supervisor, and must have worked in that area for at least 50% of that time in that area.

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Numbering

8 The Supervisor would use the Friday Schedule for Saturday, Sunday and Monday holiday overtime; the Thursday schedule for Friday Holiday overtime.

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**Guidelines to follow: (Seasonal Area During Season)**

1. Schedule the Sanitation employees, by seniority who are working in the Vegetable Seasonal Department, (Sanitation employees currently working in their chosen area, and Sanitation employees from other areas currently working in that area where the overtime will occur).
2. Any other seniority employees currently working in the seasonal area (eg. Production employees Scheduled on the Sanitation shift) (Refer to Sub Article 16.02).
3. Any seasonal employee (if applicable) currently working in the seasonal area performing those duties.
4. The Whole Sanitation Department not already scheduled for overtime; (regardless of area); based on area and classification.
5. When there are insufficient employees available for overtime, employees will be schedules starting from the bottom of the Sanitation Department seniority list until a sufficient number of personnel are reached.

Signed in Wheatley, Ontario Canada on the — date of ————, 1999.

For the Company:

\_\_\_\_\_  
Jim Whittal, Human Resources Manager

\_\_\_\_\_  
Bob Martin, U.F.C.W. Local 459, President

\_\_\_\_\_  
Don Piche, Veg, Finance, D.C. Manager

\_\_\_\_\_  
Rob Dorego, Chief Steward, Omstead Foods

\_\_\_\_\_  
Gord Whitcher, Coated Div. Manager

**Letter of Understanding  
Between  
Omstead Foods Limited  
And  
Refrigeration Operators in Plant 2**

The purpose of this letter is to set out guidelines in association with a new scheduling procedure for Operating Engineers in the Refrigeration Department of Plant 2 of Omstead Foods Limited. This new schedule will operate on a trial period of six months, starting Sunday, April 23<sup>rd</sup>, 2000 and ending Saturday, October 21<sup>st</sup>, 2000, where at that time, this trial period of new scheduling will be reviewed by the Company.

The new schedule will operate as follows:

- Twelve (12) hour shifts while operating
- Continuous rotation: seven (7) days per week, twenty four (24) hours per day

The regular rate of pay is applicable as follows:

- Straight time for the first eight (8) hours of shift
- Time and one-half for the remaining four (4) hours of shift
- Premium pay shall apply to Saturdays, Sundays and Holidays

The schedule will be prepared for the six (6) months as prescribed. It will be the responsibility of the Operating Engineer to find a replacement should he not be able to work the assigned schedule.

The Operating Engineers, by virtue of this agreement, agree to the scheduling of one (1) Operating Engineer on the second shift. Any change in personnel in the rotation schedule shall be notified in advance of the terms of this agreement.

The company, Omstead Foods Limited, retains the right to end this agreement at any time and revert to the previous schedule.

This agreement is valid only if all affected employees sign this letter of understanding.

June 11, 2008

Mr. Rob Milkins  
President, Local 459  
United Food & Commercial Workers  
261 Erie Street South  
Leamington, On  
N8H 3 C4

Dear Mr. Milkins:

As discussed during the course of negotiations the Company and Union agree that collective bargaining for future collective agreements regarding wage increases will be applied on a consistent basis across all employees whether on a percentage or cents per hour basis unless agreed to by the Union.

Sheila Kriz  
Director, Human Resources