

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**CAVENDISH FARMS**

**For its NEW ANNAN PLANT**

**and**

**THE UNITED FOOD AND COMMERCIAL WORKERS,**

**LOCAL 864**

*1 JANUARY 2011 TO 31 DECEMBER 2015*

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## **ARTICLE I Purpose**

**1.01** The Company, or anyone authorized to act for it, recognizes the Union as the sole bargaining agent for its employees at New Annan described as in the Bargaining Unit in Article II of this agreement, and hereby consents and agrees to negotiate with the Union or any committee thereof in any or all of the matters affecting the relationship between the said Company, and such employees of the Company included in the Bargaining Unit, looking towards a peaceful and amicable settlement of any difference that may arise between the Company and its employees.

## **ARTICLE II Recognition**

**2.01** The Company recognizes the Union as the exclusive bargaining agent for all its employees at its plants in New Annan who have gained seniority, save and except foremen, those above the rank of foreman, management trainee, security person, office, sales, technical or specialized position, electronic programmer, nurse, clerical staff and persons hired for the agricultural farm work.

## **ARTICLE III Definition**

**3.01** It is agreed by the parties that, except where a contrary intention appears in this agreement:

- a) "Bargaining Unit" means the unionized employees at Cavendish Farms referred to in Article 2.01.;
- b) "Company" means Cavendish Farms, New Annan, P.E.I.;
- c) "Employee" means the employees within the Bargaining Unit defined in Article 2.01 save and except those persons/positions excluded;
- d) "Shall" is imperative and "May" is permissive;
- e) "Union" means Local 864 United Food and Commercial Workers International Union;
- f) Words importing male persons include female persons;
- g) Words in the singular include the plural and words in the plural include the singular;
- h) Plant seniority is defined as the length of service in the Bargaining Unit;
- i) Departmental seniority is defined as the length of service in a department;

- j) The word "shift" means "the period of time" an employee works since employees may report to work on one day and leave on another it is more descriptive to refer to "the period of time of work" as a shift rather than a day;
- k) Every schedule attached hereto and initialed by the parties is a part of this agreement.

**3.02** The term "probationary employee", when used in this agreement, refers to persons employed by the Company within the Bargaining Unit described in this Article, who have not acquired seniority as defined in this agreement.

**3.03** The term "regular employee", when used in this agreement, refers to persons who have acquired seniority as defined in this agreement.

**3.04** The term "agricultural worker", when used in this agreement, refers to persons employed in the Company's farm operation, custom work or other agriculture jobs, either for the Company or the Company's contract growers, related to supply and delivery of raw materials.

#### **ARTICLE IV Management Rights**

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

- A. Maintain order, discipline, efficiency.
- B. Hire, classify, direct, and layoff.
- C. Discharge, transfer, promote, demote, upgrade, downgrade, suspend, or otherwise discipline employees, subject to the right of the employees concerned to lodge a grievance as herein provided.
- D. Make and alter from time to time rules and regulations to be observed by the employees, provided they are not inconsistent with the provisions of this agreement and are first discussed with the Union.
- E. Generally to manage the industrial enterprises in which the Company is engaged and without restricting the generality of the foregoing, to determine the products to be manufactured, methods of manufacture, schedules of production, kind and locations of machines and tools to be used, processes of manufacturing, engineering and designing of its products, the control of material and practices to be incorporated in the products produced and the extensions, limitations and cessation of operations.

**4.02** Management functions shall not be limited in any way except as provided for specifically by the terms of this agreement.

**4.03** It is mutually agreed that the Company has the right to hire and employ outside the classifications and outside of the Bargaining Unit established by this agreement such people as may be required, without regard to seniority, provided such persons shall be employed in a technical or specialized position.

**4.04** Notices desired to be given to the Company shall be in writing and deposited in a post office and addressed to Cavendish Farms, P.O. Box 3500, Summerside, Prince Edward Island C1N 5J5 or received and acknowledged at the Human Resource office.

#### **ARTICLE V Union Security**

**5.01** The Company agrees that it shall be a condition of employment that any employees who are now members of the Union shall maintain such membership and any employee hired after the signing of this agreement shall become, after the stated probationary period, members of the Union. Probationary employees will pay Union Dues.

**5.02** The Company agrees to deduct each week the regular weekly Union dues from the employee's pay. The Company will transmit the total amount so deducted to the Financial Secretary of the Union on or before the 10th day of the following month. The Company will provide the Union with a list each week naming employees who have paid Union Dues in that week so that the Union may comply with Article 5.04.

**5.03** The employer shall, when remitting such dues, provide the names of employees from whose pay such deductions have been made. The Company will provide to the Union; name, address and telephone number of employees twice per year (the first week of March and the first week of October) if the Union requests it. This information will be forwarded to the UFCW, Local 864 office in Halifax.

**5.04** It will be the responsibility of the Union immediately to advise the Company of any deduction errors or omissions and authorize adjustment in Union membership dues.

**5.05** The Company agrees to pay the Union a penalty charge of 1% (one percent) per month, or part thereof, for dues not mailed to the Union's financial secretary within the agreed time limit.

#### **ARTICLE VI Union Rights and Union Activities**

**6.01** The Union shall notify the employer in writing of the names of its representatives as follows: officers, bargaining committee members, grievance committee members, stewards or any other committee formed by the Union.

**6.02** The Company shall notify the Union of the deletions, or additions, to the supervisory and management staff, and no employee shall be recognized to have supervisory or foreman's authority or direction of employees unless a notification has been given to the Union.

**6.03** The employer shall provide the Union, in writing, with all necessary information relating to the following matters for the employees within the Bargaining Unit on a current basis.

- A. Job postings, job awards, promotions, demotions, and transfers.
- B. Hirings, discharges, suspensions, written warnings, resignations, retirements and deaths.

**6.04** An employee in the Bargaining Unit shall have access to his or her personal records at reasonable times and shall upon request be provided with copies of material contained in such records which shall be corrected if proven inaccurate.

**6.05** The Company agrees to place a bulletin board in a conspicuous place for the Union to place all normal Union notices. Any notice other than regular Union business may be only posted after mutual agreement between Union and management.

**6.06** The employer agrees to inform new employees with the fact that a Collective Agreement is in effect. Further the Company will provide each new employee with a copy of the agreement and information on the Union which has been prior approved by management for distribution. The Union will be responsible to ensure the availability of the above information.

**6.07** A Union Representative shall be entitled to leave his or her work during his or her working schedule hours in order to carry out his or her specific functions under the agreement including the investigation and the processing of grievances, attendance of meetings with management, participation in negotiations, conciliation, mediation. Permission to leave work shall be first obtained from the respective Supervisor and the Union Representative shall identify who the meeting is with, location of meeting and approximate length of meeting. Such permission shall not be unreasonably withheld. All time spent in performing Union duties during scheduled working hours will be considered to be time worked.

**6.08** An Outside Union Representative or International Representative of Union may discuss any matter with an employee on the Company premises during working hours, provided he first receives permission from the Management Representative to do so. No group meeting for the purpose of conducting Union affairs will be held on Company premises without the permission of Management. For the purpose of Article 6.08 the Management Representative shall be either the Human Resource Manager or the Plant Manager. Permission for weekend visits must be obtained prior to Friday at 5:00 p.m. of the week in which the visit is required or if this is not possible in cases of urgent need contact the designated representative above.

**6.08 B** The meeting between the outside representatives of the Union and the employee involved will not stop or reduce production activity.

**6.09** Any notices to be given to the Union shall be in writing, deposited in the post office and addressed to the U.F.C.W., Local 864, Suntower, Suite 300, 1550 Bedford Highway, Bedford Nova Scotia, B4A 1E6. Union dues and dues check off shall be mailed to the same location.

**6.10** The Company agrees to supply the Union with suitable space to keep a filing cabinet which is accessible to recognized plant Union officials at all times.

## **ARTICLE VII Grievance Procedure**

**7.01** The Company and the Union agree to the need of a satisfactory and equitable grievance procedure. Nothing in this Article shall be interpreted as prohibiting employees from discussing their problems with their foreman.

The purpose of this procedure will be to settle grievances promptly in the following manner:

**STEP 1** Within three (3) scheduled shifts of when the alleged grievance occurs for that employee and to ensure that corrective steps are taken as soon as possible, the employee with the alleged grievance and the Departmental Steward or in his absence his designate will see the foreman involved presenting the alleged grievance in writing. If the foreman fails to resolve the matter to the satisfaction of the Union the grievance will be referred to Step 2. If a grievance is not filed within this time period it shall be determined not to be a grievance.

**STEP 2** Within three (3) scheduled shifts of response for Step 1 a meeting will be held between the Departmental Steward, or in his absence his designate, and the Day Supervisor of the Department concerned or his designate. If the decision of the Day Supervisor or his designate is unsatisfactory the grievance may be referred to Step 3.

**STEP 3** Within the three (3) scheduled shifts of response after the Step 2 meeting, the Chief Steward shall present the written grievance to the Human Resource Manager of the Company or his representative who shall reply to the grievance within three (3) working days after the meeting. If the reply is not satisfactory to settle the grievance, it shall be referred to Step 4.

**STEP 4** Within three (3) scheduled shifts of response after Step 3, the grievance will be discussed at a meeting of the Union Grievance Committee and the Company Representatives. The Union Grievance Committee shall comprise of the Chief Steward, the steward involved if possible, and any other officer of the Union and any Union Representative. The Company representatives shall comprise of the Human Resource Manager, the foreman involved if possible, and any other officer of the Company. The grieved employee may be present at any of the steps. There will be no loss of regular pay for employees involved in the grievance procedures as outlined in this Agreement. If the grievance is not settled to the satisfaction of the Union, it may refer the matter to Arbitration.

Such action must be within thirty (30) days of the completion of Step 4. Any time limits in this step may be extended by mutual agreement of both the Company and the Union representatives. If the Union Grievance Committee agrees that management officials of the Company have not acted within the terms of this agreement and such actions have had a direct effect on the members of the Bargaining Unit they may file a grievance in Step 3 of the Grievance Procedure.

The Company has the same rights as the Union Grievance Committee. When a grievance has been processed and it is found that any employee has lost hours of work because of an error on the Company's part, the time loss will be limited to the day immediately preceding the day the grievance is submitted.

### **ARTICLE VIII Arbitration**

**8.01** A grievance must proceed through the grievance procedure as set out in Article VII of this agreement, before it can be presented for arbitration.

**8.02** The arbitration shall be the single arbitrator method.

**8.03** The party referring the grievance to arbitration shall advise the other party, in writing, and submit a list of suggested arbitrators from which to select a single arbitrator. Selection is not restricted to this list but mutual agreement of the naming of an arbitrator must be completed within ten (10) working days.

**8.04** If agreement cannot be reached on the selection of an arbitrator by the parties, then either party may apply to the Minister of Labour for the province of Prince Edward Island to have him appoint an arbitrator, and this appointment shall be binding on both parties.

**8.05** The arbitrator shall not have the authority to alter or change any of the provisions of this agreement, to substitute any new provisions or to give any decision contrary to the terms and provisions of this agreement.

**8.06** The arbitrator shall meet the parties within seven (7) working days of his appointment. The parties further request that a decision be rendered within twenty-one (21) days after the conclusion of the hearing.

**8.07** The decision of the arbitrator shall be deemed to be the decision that will settle the dispute and such decision shall be final and binding on all parties concerned, including the employees.

**8.08** The expenses for the arbitrator shall be shared equally by both parties, each party pays its own expenses for their own representative and witnesses.

**8.09** The time limits referred to in this Article may be extended by mutual agreement of the Company and Union.



**8.10** Any grievance not presented within the terms of this article shall be deemed abandoned and not entitled to any consideration thereafter.

**8.11** For the purpose of this, the Chief Steward shall be the actual Chief Steward or his designated representative.

**8.12** When a grievance affects the employee's pay, etc., correction will be retroactive to the date of the original incident.

**8.13** Where it would be advisable or beneficial to have an arbitration board deal with the case in lieu of a single arbitrator, the party submitting the grievance to arbitration may request agreement from the other party to a three (3) person arbitration board and shall, at the same time, submit the name of its representative on the Arbitration Board. If the other party agrees to the three person board it will appoint its representative within ten (10) days. The representatives, in this case, will select the chairperson of the Arbitration Board.

## **ARTICLE IX Discharge and Discipline**

**9.01** No employee shall be disciplined or discharged without cause.

**9.02** It is recognized by the Company and the Union that from time to time it may be necessary to impose disciplinary action on an employee or discharge an employee. In order to establish the facts surrounding such disciplinary action or discharge and to allow for a cooling off period for the parties involved, the Company will follow a "24 hour rule" policy. That is to say the employer may send the employee home for a period not to exceed a twenty-four (24) hour period subject to the above mentioned disciplinary action or discharge. If it is determined that such action is just, the action taken will begin on the day the employee is sent home. If it is determined that such action is unjust, the employee will be paid for all time lost. The employee will be advised of the reason they have been summoned to the meeting prior to the reprimand being issued.

**9.03** Employees and the Union shall be notified in writing of the grounds for discipline or discharge.

**9.04** The record of any disciplinary action shall be removed from an employee's file after twelve (12) months provided the employee has a clear disciplinary record during that period **with the exception of any disciplinary action resulting from an unsafe act that resulted in personal injury to the employee, visitor, contractor, fellow employee, and/or property damage. In those cases, the disciplinary action shall be removed after eighteen (18) months provided the employee has a clear disciplinary record during that period. .**

**9.05** An employee may have a Union representative, if requested and if available, during any written warning or discharge procedure.

## **ARTICLE X Seniority**

**10.01** The Company shall maintain a plant wide seniority list showing each employees seniority rating.

**10.02** The Company shall maintain a departmental seniority list showing each employee's seniority rating in their department.

**10.03** The Company shall post the plant seniority list on the bulletin board every three (3) months.

**10.04** The Company shall post the departmental seniority list by department and classification in each department every three (3) months.

**10.05** Employees shall be allowed fourteen (14) days to dispute any seniority listing posted on the quarterly reports but only on the first seniority listing on which their name appears unless the employee's seniority date has changed from the previous listing.

Employees who are absent from work on the date the seniority listing is posted, shall have fourteen (14) days after returning to work to dispute any seniority listing on the quarterly reports but only on the first seniority listing on which their name appears unless the employee's seniority date has changed from the previous listing.

**10.06** New employees shall be probationary for the first 324 regular hours worked in at least twenty-seven (27) working days and their layoff or discharge shall not be the subject of a grievance. After 324 regular hours worked they shall become regular employees and receive credit for seniority twenty-seven (27) working days prior to attaining regular employee status.

Where a prospective new hire does not meet all the requirements demanded of the position, and a longer probationary period than 324 hours is necessary, the Company will notify the prospective employee and the Union of the extended probation in writing, giving an explanation for its decision. An extension to the probationary period may not exceed 1040 hours. A probationary employee whose probationary period extends beyond 324 hours in accordance with this article will, notwithstanding his probationary status, be treated after 324 hours as a regular employee for the purpose of entitlement to benefits only."

**10.07** Probationary employees, if laid off and later rehired, will be given credit for past service as probationary employees, if they complete their probationary period within one (1) year from the date they become probationary employees. The Union will be advised when such employees are rehired.

**10.08** Foremen and those above the rank of foremen shall not perform Bargaining Unit work to the extent that such work would replace a Bargaining Unit employee.

**10.09** An employee loses seniority and employment when:

- A. An employee resigns.
- B. The employee is discharged and not reinstated through the grievance procedure.
- C. The employee reports to work after a medical absence of more than three working days without producing a medical certificate. The employee shall advise personnel the day before returning to work.
- D. After a layoff which will exceed three weeks the employee refuses recall to work which is reasonably anticipated to last in excess of two (2) weeks. From the time of recall the employee will have a maximum of forty-eight (48) hours to report back to work. If the layoff has exceeded six (6) months and the employee is gainfully employed elsewhere they will have one week to report.
- E. Fails to report to work within five (5) days from the date of mailing of a notice of reemployment by registered mail and of notice to the Union of the failure of the recalled employee to report to work.
- F. Is not recalled to work within 24 months of being laid off.

**10.10 A.** If, during pea processing, filling of Island Holdings and other special processing, overtime is required, employees normally working in those areas shall be given first preference to any overtime. A second list will be drawn up of other employees in the plant who are interested in working any overtime and who will be available whenever their services are needed if there are not suitable numbers available from employees normally working in those areas. Employees in these temporary jobs do not have bumping rights.

**10.10B.** With respect to Island Holdings, the following special rules will apply:

1. People working on regular jobs in the plant will not be used for the filling of Island Holdings unless specifically required by the Company. This will not apply to those individuals who transferred from the plant in 1988 to work at the graders rate at Island Holdings.
2. For the positions of bin piler operator and collector operator the Company can fill these jobs in whatever manner it deems necessary. Other positions will be first filled by available employees on layoff.

3. Overtime, when available, will be awarded:
  - A. To employees of the Potato Receiving Department, by departmental seniority;
  - B. To employees normally working on the filling of Island Holdings by Plant Seniority;
  - C. To any other plant employees by plant seniority and
  - D. In any other manner the Company can find.

## **ARTICLE XI Vacancies, Job Postings and Promotions**

**11.01** Vacancies within the Bargaining Unit shall be filled on the basis of the employee's Plant Seniority, Physical ability to do the job, successfully passing appropriate Eligibility Tests and the ability to do the job with normal training. This will be accomplished by posting vacancies on a relief basis within each department. Employees shall not be permitted to hold more than (1) one posted position. Should a permanent vacancy become available it will be awarded to the senior relief person trained. Postings will be posted for seven (7) working days and to cover at least one (1) working day in each of two (2) consecutive weeks. If Provincial or Federal Government regulations require that the holder of a job to be filled hold a license or certificate, the job will be filled by the regular employee having the greatest seniority amongst the holders of such licenses or certificates.

Tests to be implemented: Depth Perception, Eye Exam, Manual Dexterity, Mechanical Aptitude, Reading, Writing and/or Math. The Company will discuss with the Union which tests shall be required for which jobs. The Company agrees that additional new tests will only be implemented after mutual agreement with the Union.

**11.02** Vacancies in the bottom job in a Department will be filled first by employees with the greatest Plant Seniority in the bottom job in any other Department who has applied for the job posting assuming the senior employee has the ability to perform the job with normal training.

**11.03** Promotions within a Department shall be as follows:

1. For permanent vacancies, the position will be awarded to the senior relief person trained.
2. For temporary vacancies (those which are anticipated to be vacant less than 120 days) the trained relief person on the same shift will fill the job.
3. Trained employees who fill higher jobs, on either a temporary or permanent basis shall be deemed to have greater departmental seniority than those employees they bypass for promotional purposes only.
4. Non Promotional transfers will be limited to one (1) per year per employee unless agreed upon between the Company and the Union.

The original vacancy posted for may be filled on a temporary basis by a non-Bargaining Unit employee until such time as the job posting sequence has been completed. At this time the employee from outside the Bargaining Unit will go to whichever department has the unfilled vacancy in the bottom job. The non-Bargaining Unit employee will not accumulate departmental seniority until such time as he is established in a home department.

11.03 A. Processing and packaging lines of progression

Processing Line of Progression

<u>Classification</u>	<u>Skills required</u>
Utility	<p>An employee who bids from another bargaining unit position to the line of progression will be paid at the rate of his former position until qualified on all the following skill areas:</p> <ul style="list-style-type: none"> <li>• Safe use of chemicals</li> <li>• GMPs / food safety</li> <li>• Safe cleanup procedures</li> </ul> <p>As soon as the employee is qualified in these three areas, he will be paid at the Utility rate.</p> <p>A new employee hired directly to the line of progression is paid at the General Employee rate until qualified in these three areas.</p>
Processing Operator	<p>To become recognized as a Processing Operator and to gain the wage rate of a Processing Operator, an employee must have completed all the requirements of Utility and must complete all the requirements of any one of the following skill areas:</p> <ul style="list-style-type: none"> <li>• Flume and peeler</li> <li>• Cutter</li> <li>• Batter room</li> <li>• Fryer [French fries]</li> <li>• Fryer [formed products]</li> <li>• Other technologies that may be introduced in the future.</li> </ul> <p>Notwithstanding that they are paid as Processing Operators after qualifying on only one of these skills, all Processing Operators must train and qualify as assigned</p>

by the Company on the remaining skills to become a Processing Technician.

Processing Technician

To become recognized as a Processing Technician(no fryer) and to gain the wage rate of a Processing Technician (no fryer) , an employee must have completed all the requirements for the following skill areas:

- Flume and peeler
- Cutter
- Batter room
- Other technologies that may be introduced in the future.

Processing Technician

To become recognized as a Processing Technician(fryer) and to gain the wage rate of a Processing Technician (fryer) , an employee must have completed all the requirements for the following skill areas, including at least one of the two Fryer skill areas:

- Flume and peeler
- Cutter
- Batter room
- Fryer [French fries]
- Fryer [formed products]
- Other technologies that may be introduced in the future.

Notwithstanding that they are paid as Processing Technicians after qualifying on only three skills, all Processing Technicians must train and qualify as assigned by the Company on all of the remaining skills required by the position.

#### Packaging Line of Progression

Classification

Skills required

Utility

An employee who bids from another bargaining unit position to the line of progression will be paid at the rate of his former position until qualified on all the following skill areas:

- Safe use of chemicals
- GMPs / food safety
- Safe cleanup procedures

As soon as the employee is qualified in these three areas, he will be paid at the Utility rate.

A new employee hired directly to the line of progression is paid at the General Employee rate until qualified in these three areas.

Packaging  
Operator

To become recognized as a Packaging Operator (grader room) and to gain the wage rate of a Packaging Operator (grader room), an employee must have completed all the requirements of Utility and must complete all the requirements for grader room.

To become recognized as a Packaging Operator (no grader room) and to gain the wage rate of a Packaging Operator (no grader room), an employee must have completed all the requirements of Utility and must complete all the requirements of any one of the following skill areas:

- Auto-palletizer
- Packaging line [form fill]
- Packaging line [overwrap]
- Other technologies that may be introduced in the future.

Notwithstanding that they are paid as Packaging Operators after qualifying on only one of these skills, all Packaging Operators must train and qualify as assigned by the Company on the remaining skills to become a Packaging Technician.

Packaging  
Technician

To become recognized as a Packaging Technician (grader room) and to gain the wage rate of a Packaging Technician (grader room), an employee must have completed all the requirements of a grader room operator and any two of the following skill areas, including at least one of the two packaging line skill areas:

- Auto-palletizer
- Packaging line [form fill]
- Packaging line [overwrap]
- Other technologies that may be introduced in the

future.

To become recognized as a Packaging Technician (no grader room) and to gain the wage rate of a Packaging Technician (no grader room), an employee must have completed all the requirements of any three of the following skill areas, including at least one of the two packaging line skill areas:

- Auto-palletizer
- Packaging line [form fill]
- Packaging line [overwrap]
- Other technologies that may be introduced in the future.

Notwithstanding that they are paid as Packaging Technicians after qualifying on only three skill areas including a packaging line area, all Packaging Technicians must train and qualify as assigned by the Company on all the remaining skills required by the position.

#### Requirement to progress

The lines of progression are similar to apprenticeship programs in that employees in a line of progression are expected to advance to the Processing or Packaging Technician level, acquiring all the skills demanded of the progression.



The following provisions will clarify the requirement to progress as it applies to each of the following categories of employee:

"New Employee" -- A person hired as a new employee directly into the line of progression;

"Assignee" -- An employee assigned from another position to a line of progression as a result of a posting; and

"Existing Utility" -- An employee classified as of the date of ratification of this collective agreement as a Relief Operator Utility.

"Existing Processing Operator" -- An employee classified as of the date of ratification of this collective agreement as a Process Operator

"Existing Packaging Operator" -- An employee classified as of the date of ratification of this collective agreement as a Packaging Operator.

### New Employees

Should it be necessary to hire people directly into the line of progression, such New Employees will acknowledge in writing at time of hire that progressing to the Technician level and successful acquisition of all skill areas in the line of progression is a condition of employment.

Should a New Employee be unable to progress after reasonable remedial training efforts, he will be removed from all jobs in the line of progression. At the Company's sole discretion, this may result in termination of employment. The Company may, at its discretion, assign such New Employee to a vacant position to which it would normally hire a new employee. Removal from a line of progression for inability to progress will not trigger bumping under Article 13.01, as the New Employee's job in the line of progression still exists.

Refusal by a New Employee to train or progress as required by the line of progression will result in termination of employment.

### Assignees

An employee assigned from another position to a line of progression as a result of a posting will acknowledge in writing at time of hire that progressing to the Technician level and successful acquisition of all skill areas in the line of progression is a condition of remaining in the line of progression.

Should an Assignee be unable to progress after reasonable remedial training efforts, he will be returned to the previous job without loss of seniority in that previous job. Removal from a line of progression for inability to progress will not trigger bumping under Article 13.01, as the Assignee's job in the line of progression still exists.

Refusal by an Assignee to train or progress as required by the line of progression will result in removal from the line of progression. Removal from a line of progression for inability to progress will not trigger bumping under Article 13.01, as the New Employee's job in the line of progression still exists. The Company may, at its discretion, assign such Assignee to a vacant position to which it would normally hire a new employee, but the Assignee is not guaranteed employment and may be terminated as a result of his refusal to progress.

#### Existing Utility, Existing Processing Operator, Existing Packaging Operator

An Existing Utility employee will be recognized and paid as Utility under the lines of progression.

Existing Processing Operators and Existing Packaging Operators are expected to confirm their skills to the minimum standard [e.g. one skill] of their current position by 1 January 2004.

An Existing Processing Operator or Existing Packaging Operator will be expected to progress to the Technician level and to acquire all skill areas in the line of progression as a condition of remaining in the line of progression.

Should an Existing Processing Operator or Existing Packaging Operator be unable to progress after reasonable remedial training efforts, he will be entitled to remain as a Processing or Packaging Operator subject to normal standards of satisfactory and safe performance, but will not be considered for future training opportunities except as required by safety or change to processes.

Should an Existing Processing Operator or Existing Packaging Operator who became a processing operator or packaging operator before 1 January 1999 refuse to train or progress as required by the line of progression, he will be entitled to remain as a Processing or Packaging Operator subject to normal standards of satisfactory and safe performance, but will not be considered for future training opportunities except as required by safety or change to processes.

Should an Existing Processing Operator or Existing Packaging Operator who became a processing operator or packaging operator on or after 1 January 1999 refuse to train or progress as required by the line of progression, he will be removed from all jobs in the line of progression. Removal from a line of progression for inability to progress will not trigger bumping under Article 13.01, as the New Employee's job in the line of progression still exists. There can be no guarantee of employment in such a case, although the Company may at its discretion consider the person for employment in another position, subject to the posting provisions of the collective agreement.

### Posting to line of progression positions

When a vacancy arises in a line of progression, the position of Processing or Packaging Technician will be posted. It is understood that a New Employee or Assignee appointed to such position will be initially assigned to learn the skills associated with Utility, but that the selection criteria for the appointment will include an assessment of the candidate's ability to progress to a fully-qualified and competent Processing / Packaging Technician.

### Training within lines of progression

Employees in a line of progression will be trained within that line of progression as follows:

The Company will develop a training plan for the training year in each line of progression based upon the skills areas in which training is needed by crew and plant, the inventory of skills already held by employees in the line of progression, and the number of people who can be trained at a given time.

The Company will set the sequence of training: i.e. when training will be provided for each skill area. For example, the Company may decide that in a given year on Crew A in Plant One, it will train two people on flume / peeler, one on the fryer [French fries], and two on the fryer [formed products], and will schedule when each training opportunity is expected to begin.

The Company will then assign the employee senior in departmental seniority on each crew in a line of progression to a training opportunity which he requires on that crew's shift. Where there is more than one training opportunity on the crew's shift available to such employee, the Company's first priority will be to assign the employee to the training opportunity that will result in advancement to the next higher classification in the line of progression subject to the availability of the required training opportunity. Once the employee senior in departmental seniority on the crew in the line of progression has been assigned to a training opportunity, the next senior employee will be assigned, and so forth. All employees on the crew in the line of progression who require training will be assigned one training opportunity before the most senior such employee will be assigned a second training opportunity.

### Training for Utility

The following will describe the training required by persons appointed to Utility in a line of progression.

Training regarding the use of chemicals will be provided in a classroom environment with follow-up practical familiarization.

There will be a review and assessment of food safety principles and Good Manufacturing Practices [GMP].

Utility employees will be shown the proper use of the Material Safety Data Sheet [MSDS] information and trained in the proper use and maintenance of personal protective equipment [PPE].

To get the rate of Utility , the person must

- pass a chemical knowledge test
- pass a quiz on GMP / food safety
- demonstrate knowledge of MSDS and PPE use
- satisfactorily complete one operational cleanup.

Successful completion of the requirements will require the consensus of the supervisor, the Area Training Coordinator, and the Plant Services Manager.

Training for Processing and Packaging Operators and Technicians

### Processing and Packaging Skills

Briefing. Trainee is briefed by the Area Training Coordinator [ATC} and supervisor on training process, knowledge to be acquired, expected time frames, etc.

Theory section. Trainee receives manual on training topic and is given the assignment of developing a schematic diagram of all inputs / outputs for the subject processing or packaging area. Trainee completes a written assessment. Schematics are reviewed for accuracy.

Practical skill development. Trainee is assigned to perform the work alongside an experienced operator[s] to develop competency in predefined areas. Length of this phase is to be determined: it will range from several weeks to several months.

Final assessment. There will be an oral assessment of the candidate's response to various operating situations. This assessment will be conducted by the Shift Manager, Supervisor, Area Training Coordinator, and Production Manager or designate.

**11.04** An employee will be allowed a training period of a minimum of (1) one to a maximum of six (6) consecutive months on a new job. During this period, he may, of his own initiative, return to his previous job or be returned by the Company if he fails to satisfactorily perform the new job duties. His return to his previous job will be made without loss of seniority in that former job.

The one (1) to (6) six weeks shall exclude time absent for sickness, accidents or leave of absence.

**11.05** An employee who is permanently transferred as a result of successfully applying for a posted job vacancy shall not be eligible for another posted vacancy for a period of twelve (12) months.

**11.06** Employees shall receive the rate for their classification when qualified and doing the job. Except by agreement with the Union the qualifying period shall not exceed two (2) weeks. Qualified means being able to perform the job without instruction or assistance. No person shall qualify until the completion of the training.

**11.07** If no employee with seniority and ability to do the job is available, the Company may hire from outside the Bargaining Unit.

**11.08** When making appointments to jobs outside the Bargaining Unit, the Company shall give full consideration to the qualifications of members of the Bargaining Unit and when possible notification will be put on the bulletin board.

An employee promoted or appointed by the Company to a position or job within the Company but not within the Bargaining Unit shall have a one time opportunity of up to twelve (12) calendar months to qualify for said job or to return to the Bargaining Unit without loss of seniority. However, during the qualifying period the said employee will have no rights under the Collective Agreement. Upon completion of the probationary period the employee will lose all seniority rights.

Should the employee return to the Bargaining Unit and at a later date wish to take an appointment outside the Bargaining Unit he shall lose his seniority rights immediately upon taking that appointment.

## **ARTICLE XII Transfers**

**12.01** The Company has the right to transfer and assign work outside the employee's home department on a temporary basis of not more than one (1) days duration at a time without the employees having recourse to the grievance procedure.

The Company has the right to transfer and assign work outside the employee's home department on a temporary basis without the employees having recourse to the grievance procedure if that employee is junior in his department. Consideration shall be given to the employee's departmental and/or classification seniority and ability to do the job required. The junior employee will continue to accumulate departmental seniority in his home department while so transferred.

**12.02** When an employee is transferred for the purpose of gaining job experience or to qualify for a higher rate, he is not entitled to receive the higher rate until he is qualified. Qualified means being able to perform the job without instruction or assistance. No person will qualify until the completion of the training. Except by agreement with the Union the qualifying period shall not exceed two (2) weeks.

**12.03** When an employee, at his own request and subject to Company approval in writing, is transferred or assigned to work in a classification paying a lower rate than his own he shall be paid the lower rate for such work immediately.

**12.04** Employees transferred by the Company will be paid the rate for the job they are filling if the job pays more than their present rate. If the transfer would mean a lower rate, then the employee would maintain their regular rate while on the job. Employees bumping or transferred to a lesser paying position to avert a layoff will be paid the rate of the job he goes to.

**12.05** No employee will be transferred to a position outside the Bargaining Unit without his consent.

**12.06** An employee within the Bargaining Unit transferred on a temporary basis to any other of the Company's plants or operations will not lose any of his rights or benefits under this agreement. The Union will be notified at least twenty-four (24) hours in advance, whenever possible, of such transfer taking place.

**12.07** The Company will pay all reasonable additional expenses incurred on any temporary transfer to any of the Company's plant or operations.

### **ARTICLE XIII Lay Off**

**13.01** When there is a reduction of production that results in the demotion of employees, it shall be done with the understanding that posted positions and trainees will have more seniority than those they have by-passed for the purposes of rehire only.

Layoffs shall be made in the reverse order of seniority within each department. Employees with the lowest Departmental Seniority will be able to bump into the General Labour Pool if their Plant Seniority allows it.

In the event of unscheduled shutdowns ( ie. Electrical outages, Storms, Equipment Breakdowns) the Company shall have three full shifts following the shift in which the shutdown occurred before employee bumping by plant seniority is permitted. In that shift where the unscheduled shutdown occurs the Company shall use plant seniority for any non-classified work on the remainder of that shift. In the event of scheduled shutdowns (full weeks or partial weeks) bumping by plant seniority will be permitted.

Start up will be manned by employees normally scheduled on that shift. Employees who are on recall will be given preference according to plant seniority for any job which may arise and subject to all terms and conditions of Article 11.01.

**13.02** All terms and conditions of the Plant "1" Collective Agreement will apply to Plant "2".

There shall be one (1) master seniority list for both plants. There shall be departmental seniority lists for each plant applicable to that plant only.

In the event of a layoff of more than seven (7) calendar days employees shall be given the opportunity to bump from Plant 1 to Plant 2 or from Plant 2 to Plant 1 provided that the posted job they hold is similar in the other Plant and can be performed with minimal training (1 day or less).

#### **ARTICLE XIV Health and Safety**

**14.01** The employer agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the work place.

**14.02** Any medical examination requested by the employer shall be promptly complied with by all employees provided, however, that the employer bear the expense of such examination. The employer reserves the right to select their own medical examiner or physician for group examinations. If an employee elects not to use the medical examiner or physician for group exams he shall be responsible for the above examination at his own expense and he shall provide the Company with the results of that examination. In the case of individual examinations a family physician may be used; however, the Company reserves the right to request the opinion of a Specialist in that area.

Hearing tests do not require a Medical Specialist for testing purposes.

**14.03** A joint Health and Safety Committee shall be constituted consisting of an equal number of representatives of Management and of the Union which shall identify potential dangers, institute means of improving the health and safety of employees, including health and safety programs and obtain information from the employer or other persons respecting the identification of hazards and health and safety experience and work practices and standards elsewhere. The committee shall meet at least once a month. Time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings. The unanimous recommendations of the committee will be carried out within 30 days or on an agreed upon schedule.

**14.04** The members of the Joint Health and Safety Committee shall have access to accident reports and other health and safety records in the possession of the employer including reports, records, and data provided to and by the Worker's Compensation Board.

**14.05** The Company will ensure that there are adequate first aid supplies available.

**14.06** It is mutually agreed that safety is of prime importance and is in the best interests of all employees. Attendance at scheduled safety meetings is required. Advance notice of five (5) working days will be given and overtime if applicable will be paid for time spent at scheduled safety meetings. Employees will be required to notify their respective supervisors, a minimum of twenty four (24) hours in advance, if they cannot attend the scheduled safety meetings.

**14.07** It is recognized that the Employer and its Employees are obligated to observe the Occupational Health and Safety Act of the Province of PEI and the regulations under the Act.

**14.08** Protective devices provided by the employer, or where partial monetary compensation is made to employees, shall be worn or used by employees.

**14.09** The Company shall not use unqualified workers on any posted job where a qualified employee is available. If no qualified employee is available the Company shall use whatever means it deems necessary.

**14.10** The Company and the Union will cooperate to the fullest extent toward the safe and early return to work of employees absent from work due to work related accidents, illnesses, and non-occupational accidents and illnesses. It is the duty of employees to willingly participate in the Company's Return to Work Program and initiatives. The Company will meet with the Union Representative to review individual return to work plans

**ARTICLE XV Hours of Work and Overtime**  
**APPLICABLE TO 8 HOUR AND CONTINUOUS OPERATION SCHEDULE**

**15.00A** Employees, who have expressed in writing, will be scheduled for extra work hours in accordance with department seniority, qualification, and who normally perform the work.

Those employees scheduled to work extra hours shall be paid 1.5 times their regular rate of pay for the first day of overtime and 2 times their regular rate of pay for the second overtime day. (Third and fourth overtime days shall be paid at 1.5 times).

Those employees who have not worked their scheduled hours for the previous shift rotation shall be paid regular hours until the number of regular scheduled number of hours are attained on that shift, and at 1.5 times the regular rate of pay for the balance of extra hours on the first day. Extra hours shall be paid at 2 times their regular rate of pay for the second overtime day. (Third and fourth overtime days shall be paid at 1.5 times).

All paid hours will qualify toward the attainment of working scheduled hours in that work week.

**15.00B** All trades work on a holiday will be scheduled by combined seniority to both 12 or 8 hour employees.

**FIVE SHIFT WEEK EIGHT HOUR SHIFT**

**15.01 A** The eight hour shift schedule, for other than Straight Day Maintenance and Electrical employees, shall be (5) five shifts of (8) eight hours worked from Monday to Friday.

**15.01 B** The normal daily schedule for production will be:

First Shift      12:00 p.m. to 8:00 a.m.



Second Shift      8:00 a.m. to 4:00 p.m.  
Third Shift        4:00 p.m. to 12:00 p.m.

**15.01 C**        Because of the flow of products this schedule may vary up to a maximum of sixty (60) minutes. Overtime will not be paid under any rearranged schedule prior to eight (8) hours worked.

**15.01D**        Overtime in excess of eight (8) hours worked in a day will be paid at time and one half.

**15.01E**        Saturday work will be at time and one half, Sunday work will be at double time for employees not scheduled for a continuous operating schedule.

When a sixth shift is scheduled in a week, employees will be paid at time and one half for those hours worked. An employee will also be paid time and one half if an employee is required to work on his scheduled days off, except for his second day off which will be paid at double the rate for the job.

Casual and or part time employees will not be eligible for overtime until having completed eight (8) hours in a day and/or forty (40) hours in a week. Overtime rates will be paid for all hours outside those scheduled.

**15.01F**        Employees will be allowed a twenty (20) minute lunch period with pay. Lunch periods shall be taken between the third and sixth hours of the employee's shift.

**15.01G**        Rest periods from the time of leaving the workstation to returning to the work station shall be fifteen (15) minutes. There will be one break in the first half and one break in the second half of a shift. The Company has the right to schedule break rotation.

**15.01H**        Employees who are required to work more than two (2) hours overtime after eight (8) scheduled hours worked shall be granted a fifteen (15) minute rest period and a Meal Voucher for \$8.00.

**15.01I**        An employee sent home due to any accident incurred as a result of his employment shall receive a maximum of eight (8) hours pay for that day on which the accident occurred.

If on an overtime rate, the employee will receive a maximum of (8) eight hours pay at the applicable rate if the accident qualifies for loss of Wage Benefits through Worker's Compensation.

**15.01J**        Straight Day Shift Maintenance and Electrical employees may be scheduled for Saturday and/or Sunday work, in which event such employee shall be scheduled for (2) two consecutive days off.

**15.01K** On jobs not normally requiring shift rotation, overtime will first be offered to the senior qualified people within the department who have expressed in writing in accordance with the established procedure.

**15.01L** Any overtime associated with startup will be first offered to the senior posted or relief employees on that scheduled shift. If no senior posted or relief employee is available such overtime shall be first offered to the senior posted or relief employee on days off.

**15.01M** Weekend overtime will be distributed among willing employees who have expressed in writing in accordance with the established procedure, within the department who normally perform the work on the basis of Departmental Seniority.

**15.01N** If the Company cannot fill the overtime vacancy in accordance with Article 15.01L to 15.01N, then the Company will utilize whatever resources are available to it.

**15.01O** Holidays shall be (8) eight paid hours if on scheduled days off. For the purpose of working on a holiday the employee shall be entitled to (8) eight hours holiday pay and double rate for any hours worked on that calendar holiday.

## **CONTINUOUS OPERATING TWELVE HOUR SCHEDULE**

**7:00 a.m. to 7:00 p.m.**

**15.02A** For a continuous operation some departments may operate on a schedule that varies from the rest of the operating schedules in the plant. Employees shall be scheduled to work (4) four shifts on and (4) four shifts off and this schedule shall average 336 hours over a period of (8) eight weeks. This schedule shall be known as a (12) twelve hour schedule and shall not be interpreted or construed as a guarantee of work. This schedule shall not affect those employees on (8) eight hour shift except when they are transferred onto the (12) twelve hour schedule for crewing purposes.

**15.02A(2)** Recognizing the operational needs of the Company it is the intent to continue to operate a majority of the plant operations on a (12) twelve hour (2) two day shift and (2) two night shift operation.

Where employees normally on this shift schedule are required to work any other shift schedule it shall be done in accordance with articles 15.07 A and 15.09.

**15.02B** A (12) twelve hour shift means the normal consecutive working hours scheduled for each employee which occurs in any (24) twenty-four hour period. In each (24) twenty-four hour period there will normally be (2) two (12) twelve hour shifts paid at regular rates.

Employees shall be scheduled in such a way as to provide for coverage (24) twenty-four hours per day, (7) seven days per week. The work week shall commence with the first shift on Sunday and end with the completion of the last shift on Saturday.

**15.02C** Because of the flow of products this schedule may vary up to a maximum of (60) sixty minutes. Overtime will not be paid under any rearranged schedule prior to twelve (12) hours worked.

**15.02D** Employees will be allowed a twenty (20) minute lunch period with pay. Lunch periods shall be taken between the (4th) fourth and (8th) eighth hours of the employee's shift.

**15.02E** Rest periods from the time of leaving the work station to returning to the work station shall be fifteen (15) minutes. There will be one break in the first quarter, second quarter, third quarter and one break in the last quarter of a shift. The Company has the right to rotate employees for breaks and lunch periods.

**15.02F** Employees who are required to work more than two (2) hours overtime after twelve (12) scheduled hours worked shall be granted a fifteen (15) minute rest period and a Meal Voucher for \$8.00.

**15.02G** Under normal conditions no employee shall be entitled to overtime unless there has been a (12) twelve hour break between the completion of the last scheduled shift and the overtime requirement or between the overtime requirement and the next first scheduled shift.

Casual and or part time employees will not be eligible for overtime until having completed (12) twelve hours in a day and/or those (36) thirty-six or (48) hours as scheduled in a week. Overtime rates will be paid for all hours outside those scheduled.

**15.02H** Employees shall notify their supervisor immediately of any accident or injury sustained during working hours. Any employee who is injured during working hours and is required to leave for treatment but is able to return to work during said shift shall be paid for the lost time. Any employee who is injured and unable to return to work and complete said shift shall receive a maximum of (12) twelve hours pay for that day on which the accident occurred at the applicable rate.

**15.02I** Should any employee on this schedule suffer the loss of a family member as covered in Article 16.01 the time off with pay shall be that (12) twelve hour scheduled shift or shifts that would entitle the employee to one or three days off as covered in Article 16.

**15.02J** The holiday shall commence at 7:00 a.m. the morning of the holiday and end at 7:00 a.m. the morning following the holiday. Twelve (12) hours holiday pay shall be paid to those employees whose scheduled days of work include that day on which the holiday falls. Eight (8) hours holiday pay shall be paid for those employees on scheduled days off.

**15.02K** To better understand hourly rates for this schedule the following method of calculation shall be used:

(a) hourly rate per wage appendix plus (b) total shift premium per Schedule A divided by (3) three shifts plus (c) those monies lost as the result of losing the sixth scheduled shift, at overtime rates, once every four week schedule (4 hours x rate of pay/(12 hour shift x 14 shifts).

**ARTICLE 15.03 TO 15.13 APPLICABLE TO 8 HOUR AND CONTINUOUS OPERATION SCHEDULE**

**15.03** All employees will have a departmental work schedule which will be posted.

**15.04** The Company reserves the right to remove an employee's name from the extra work list for failure to report after having agreed when duly called for extra work for a period of three (3) months. In the event that there are insufficient employees to call for extra work, the Company will hire outside the Bargaining Unit.

**15.05** An employee called into work outside their regularly scheduled hours shall be paid the applicable overtime rate for hours worked outside their regularly scheduled hours or a maximum of four (4) hours at straight time whichever is greater unless the call in is within one (1) hour of the start of the regular shift.

**15.06** If after work has commenced there is an electrical or mechanical breakdown, or shortage of material, all waiting time for employees who are required to be retained will be at the normal rate of pay.

**15.07A** If an employee is requested to change shifts the employee shall not lose any scheduled hours due to the changeover.

**15.07B** Employees may make friendly agreements to exchange shifts one with the other subject to the approval from supervisors in charge of the shifts. The request must be presented in writing. In no instance will an employee be permitted to work more than (16) sixteen consecutive hours under this agreement nor will such arrangement result in the payment of overtime. Those employees trading shifts shall not be entitled to overtime on either of these days. Exchanged shifts become scheduled shifts upon supervisor approval of such change. **Employees are not permitted to trade shifts more than thirty (30) days in advance.**

**15.08** An hours of work schedule, be it departmental or individual, shall be maintained and posted on a bulletin board.

**15.09** There will be given a minimum of forty eight (48) hours notice for any layoff or adjustment in a shift schedule, whenever possible.

**15.10** An employee is deemed to be at work when the employee is dressed, as required, and at his work station.

**15.11** An employee is required to remain at the employee's work station until he is either properly relieved or released by a supervisor.

**15.12** The Pay week shall be deemed to start with the commencement of the first shift on Sunday and shall end with the conclusion of the Saturday night shift.

**15.13** Except as provided overtime will be distributed among willing employees who have expressed in writing in accordance with the established procedure, within the department who normally perform the work on the basis of Departmental seniority.

**15.14** Operational clean up is clean up that is planned in advance for the expressed purpose of cleaning and will involve shutting down one or more lines for a minimum one shift duration. Incidental clean up is clean up that occurs as the result of an unplanned interruption of production, where employees are utilized to perform clean up during the time required to get the line back into production.

Those qualified employees assigned to do operational clean up shall be paid a rate of \$1.25 per hour above their regular classified rate. This additional pay shall not be included for the purpose of arriving at an overtime rate when brought in outside of a regular scheduled shift or on a holiday. Employees will receive the above \$1.25 per hour or \$145.56 per clean up, whichever is greater to the employee.

Operational clean up occurs when one or more lines are shut down for the express purpose of scheduled post-production cleaning of all the equipment on that line. Operational clean up includes post-production clean up of production operations from the peeler up to and including the freeze tunnels, and in the grader room when scheduled for wet clean up. Incidental clean up or housekeeping is not operational clean up, nor is an unplanned opportunity for incidental clean up associated with a defrost, cutter change, refresh, power outage, or similar circumstance. Operational clean ups are normally scheduled for two consecutive 12 hour operational cleanup shifts. In exceptional circumstances, such as when a power failure or storm interrupts the clean up, the two shifts may not be consecutive.

It is understood that when the dumper room would normally undergo post-production clean up, but due to the need for repack, it is not scheduled to be cleaned until after the normal scheduled operational clean up shifts, the later shift during which the dumper room is scheduled to be cleaned up will be considered an operational clean up shift for qualified employees assigned to clean up that area. All other cleaning of this area, such as cleaning due to product change, is not operational clean up.

Operational clean up rates are paid only for operational clean up shifts. To be eligible for operational clean up rates on an operational clean up shift, an employee must be qualified to perform clean up [in accordance with current established standards], must be assigned by supervision to perform the operational clean up work on that shift, and must actually perform the operational clean up on that shift. All employees scheduled for that shift shall be utilized and not be sent home. This would include all shifts while doing clean up.

Because the intent of the operational clean up rates is to provide an incentive for rapid resumption of production, or rapid completion of scheduled post-production clean up prior to maintenance or other work during a major shutdown, such rates are paid for the initial scheduled post-production clean up period only. If the company assigns additional cleaning tasks later in a major shutdown, such tasks are considered incidental clean up and not operational clean up.

**15.15 An employee may deposit the premium portion of overtime into an overtime bank in any twelve (12) month period commencing December 1 of any year. The banked money will be paid out on two weeks' notice. All unclaimed banked money will be paid out in the first pay period following November 30 of each year. There will be a form which the employee must sign to authorize the banking of any overtime. It is the employee's responsibility to request and authorize the banking before or on the day on which the overtime is earned.**

**15.16** Where due to inclement weather, an employee in the Boiler and Refrigeration Department must remain on duty for more than 24 hours consecutively; all hours worked beyond 24 consecutive hours will be at double time unless the employee has been able to leave the plant for a minimum of 8 hours.

**15.17** Pursuant to Article 15.02 the Union and the Company recognize the need for essential services in the Boiler and Refrigeration Department to ensure the continuous operation of this equipment. In the event the operator scheduled to report for shift is not able to do so the Company shall require the junior employee, not scheduled to work that next scheduled shift after the shift of absence, to report for work.

## **ARTICLE XVI Leave of Absence**

**16.01** The Company shall grant leave of absence with pay for the purpose of arranging and attending funerals in the case of bereavement as follows: three days of absence with pay in the case of the death of a father, mother, brother, sister, wife, husband, children, step children, mother in law/father in law (includes common law spouse as defined by the laws of the province of P.E.I.), grandparents, step-parents and grandchildren of an employee. The day of the funeral for sister-in-law and brother-in-law (includes common law).

Leave of absence granted above shall not exceed three working days and in any case shall end on the day of the funeral of the relative concerned. Additional leave of absence without pay may be granted as required upon request. In the event of the plant closing because of a death, no employee shall suffer any loss of earnings on that day.

Bereavement pay will not be granted if claimant is on a leave of absence, compensation, scheduled days off or a layoff at the time of loss.

Proof of loss in writing will be required for deaths occurring off P.E.I.

Bereavement of a compassionate nature associated with immediate family not covered in this article shall be reviewed on an individual basis by the Company.

Should a circumstance resulting in paid bereavement leave under this article arise during an employee's vacation, the employee may take the prescribed bereavement leave and re-book the affected portion of the vacation at a time mutually agreeable to the employer and the employee.

**16.02A** An employee shall be entitled to leave of absence without pay and without loss of seniority when he requests it for good and sufficient reason.

**16.02B** The Company reserves the right to limit the number of employees on leave of absences at any one time.

**16.02C** The Company reserves the right to limit the time period of leave of absences which may extend beyond (2) two weeks.

**16.02D** Leave of absence will be granted whenever possible by the Department Manager or designate to up to (5) five employees for the purpose of attending Union functions. No more than one employee will come from any one job, occupation or department at one time unless the Company deems it possible. Two weeks notice for leave of absence will be given the Company whenever possible.

**16.02E** The Company will grant unpaid leave, for Union Members when they receive written notice from the Union requesting same. The company agrees to advance lost wages associated with such leave and to bill the Union for these costs.

**16.02F** The Company will grant leave for the Union Negotiations Committee Members to the earlier of conciliation or fifteen (15) days, whichever occurs first. The meetings attended by the negotiating committee shall be considered as time worked for those employees assigned to the committee for the purposes of attendance. The company agrees to advance wages associated with such leave and to bill the Union for these costs. This will include to a maximum of five (5) employees.

**16.03 A** A pregnant employee shall apply for and take a leave of absence, (10) ten weeks prior to the expected date of delivery. She shall report her intention to return to work in the (5th) fifth week after delivery and must return by the end of the (7th) seventh week after delivery. If she intends to take advantage of the Parental Provisions of the Employment Insurance Act and Regulations and any Provincial government regulations in effect she must make application for an additional leave of absence the (5th) fifth week after delivery. If she has a medical certificate exempting her from work any leave of absence can be extended, subject to Article 16.05 of this agreement.



**16.03B** Employees maternity leave in accordance with article 16.03 [A] or who take maternity and/or parental leave in accordance with applicable legislation for a period in excess of one hundred and twenty (120) days shall return to work in their former job which shall remain classified as a temporary opening until their return. Notwithstanding article 11.03, such an absence may be filled by a single temporary appointment regardless of the duration of the leave(s).

**16.04** When a regular employee (one who has completed his probationary period) is summoned to jury service, he will be paid his normal daily hours work multiplied by his regular hourly rate provided he turns over to the Company the amount received for each jury service.

The employee will be required to notify the Company immediately upon receiving notice of jury duty and to report for work on any day he is not required to serve as a juror.

**16.05A** A non probationary or regular employee who presents a medical certificate from a doctor showing that he has been ill or disabled by accident and is not self or otherwise employed shall maintain his seniority rights during a period of illness or disability for a period of up to two (2) years. This period can be extended by mutual agreement.

**16.05B** The Company has the right to request another medical opinion. Such medical opinion will be from a Medical doctor specializing in the illness or disability concerned and will be at the Company's expense.

**16.05C** In the case of disability caused by an accident in the course of fulfilling his duty an employee's seniority will continue until he returns to work. In no circumstance will seniority continue if Worker's Compensation payments are terminated and/or a permanent or partial disability payment is made and the employee does not return to work.

If a claim is under appeal with the Worker's Compensation Board, and no appeal is made to the courts, seniority shall continue. All of the above is agreed to provided it conforms with applicable legislation or decision of the courts.

In no event shall seniority continue if that employee is engaged in any type of employment other than with the employer.

**16.06** Leave of absence without pay shall be granted for a period not to exceed the term of this agreement to one employee who is engaged full time in Union activity. During such period of absence seniority shall continue to accumulate.

**16.07** The employer and the Union agree that absentee abuse is a mutual concern and that attempts must be made to correct problems as they arise.

**16.08** In the interest of Departmental scheduling the employee, who has prior knowledge of needed time off (i.e. medical or dental appointments), shall give notice to the Company that a shift or part of a shift will be missed. Whenever possible at least forty-eight (48) hours notice will be given.

**16.09 [a]** Effective 1 January 2004, any employee who has had not missed a scheduled shift in the previous calendar year will have earned the right to be paid for one shift [8 or 12 hours as the case may be] which is lost from work due to an authorized absence in the current calendar year.

**[b]** Vacation, jury duty leave, bereavement leave, absences for union business as provided for under the collective agreement, or a shift lost from work for which an employee is paid under this provision will not be considered a scheduled shift lost from work for the purpose of calculating entitlement to an earned day.

**16.10** Effective January 1, 2012, employees with five (5) years of consecutive service will be eligible for one (1) paid sick day each calendar year. The first time in each calendar year an employee calls in sick, he will be paid his regular rate for his normal hours that would have been worked for the shift missed. Paid sick days cannot be banked or carried forward to another calendar year. Employees who exercise the benefit under this article will not be eligible for the perfect attendance benefit.

#### **ARTICLE XVII Vacation Pay**

**17.01** Employees shall be entitled to vacation with pay, based on continuous service from January 1, 1968.

**17.02** Departmental seniority will be applied in determining preferences for vacations.

#### **UPON COMPLETION OF:**

Over 1 Years

Plant Seniority    2 Weeks Vacation    4% Gross Earnings

Over 5 Years

Plant Seniority    3 Weeks Vacation    6% Gross Earnings

Over 10 Years

Plant Seniority    4 Weeks Vacation    8% Gross Earnings

Over 20 Years

Plant Seniority    5 Weeks Vacation    10% Gross Earnings

Over 30 Years

Plant Seniority    5 Weeks Vacation    12% Gross Earnings

**17.03** In the event of short term plant shutdown resulting in layoff (ie less than three (3) weeks in any one instance or less than fifteen (15) weeks in any calendar year) employees shall receive vacation pay credits accumulated based on the formula:

8 REGULAR HOURS TIMES THE REGULAR HOURLY RATE OF PAY TIMES THE NUMBER OF DAYS LAYOFF TIMES THE APPLICABLE PERCENT PER ARTICLE 17.02.

**17.04** When an employee's Plant Seniority date advances them to a greater vacation pay entitlement that increase in percentage shall commence to accumulate the next full pay week after that anniversary date.

Any employee who terminates during a year shall receive only those credits they have accumulated. There will be no pyramiding of vacation pay credits.

**17.05** In those circumstances where employees do not take vacation with pay the money that has accumulated shall be paid in the last pay period for that year.

**17.06** Employees shall be required to take vacation time when they request the vacation and it is granted by the employer. Permission to cancel will only be granted with the consent of the Company.

**17.07** Vacation time in excess of two (2) weeks will be scheduled at a time mutually agreeable to the employer and the employee.

**17.08** Employees will be allowed to request and receive not less than one (1) weeks vacation pay without loss of allowable weeks off.

**17.09** The vacation period shall be defined as the period beginning on the end of the last scheduled shift worked prior to vacation and ending on the day of the first scheduled shift. Employees must take a minimum annual vacation period of no less than 5 working days for dayshift employees and 4 working days for shift employees.

Employees with the available vacation time may request up to 8 scheduled shifts for 12 hour shifts, or up to 10 scheduled shifts for 8 hour dayshift, as single day vacation, provided that the employee's supervisor receives the vacation request 14 calendar days before the intended vacation day.

In the event that the employee requests a vacation day for the purpose of a medical appointment, the employee will be expected to provide as much notice as possible, but not less than 7 calendar days. As with all requests for vacation time, such requests will be granted subject to the needs of the operation.

**17.10** An employee may request that up to 2% of gross earnings to which he gains entitlement or to which he will gain entitlement within the calendar year under Article 17.02 may be applied, at the employee's request, to compensate for time lost from work due to non-occupational illness or personal need, provided such absence from work is authorized. In the event an employee terminates employment after being paid under this provision, but before gaining entitlement to

the money so paid, the employee's final pay will be adjusted to account for the advance. **Employees are not eligible for the entitlement in Article 17.10 if the request will result in a negative vacation pay balance.**

## **ARTICLE XVIII Holidays**

**18.01** The following shall be observed as holidays:

New Years Day	Dominion Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day

December 24 is considered a holiday **for employees in lieu of Islander Day.**

**18.02** To be eligible for a holiday an employee with seniority must have worked their last scheduled shift before that holiday and shall have worked their first scheduled shift after that holiday which scheduled shift shall be within thirty (30) working days of that holiday. An authorized absence on such a qualifying shift shall be deemed a shift worked for the purpose of determining entitlement to the holiday. **In the case of an employee with seniority is on an easeback schedule, holiday pay will be paid out in proportion to the hours worked on the shifts immediately before and after the holiday.**

**18.03** For all hours worked on a holiday, regularly scheduled employees shall be paid double time.

**18.04** If a holiday as specified in Article XVIII occurs during an employee's vacation the employee shall be paid for the actual day of the holiday.

**18.05** There shall be no doubling or adding together of premiums such as the premiums for working the sixth shift and working on a holiday. For any shift worked, an employee shall receive only the highest premium applicable to that shift on that particular day.

## **ARTICLE XIX Clothing and Supply Provisions**

**19.01** The Company will make available for use, as required, the following clothing: welding mitts, protective sleeves, cutting goggles, welding helmets, rain jackets, hip rubber boots, wetsuits, rubber gloves, gloves, non-prescription safety glasses, rubber suits, freezer suits for non permanent cold storage employees.

New issue will be provided when the old issue is worn out and returned. Where the old issue is not returned that employee will be charged for the cost of replacement.

**19.02 Freezer suits shall be issued to employees designated by the Company as follows:**

**Permanently assigned suits-**

**Forklift highstacker and relief  
Grader room operator and relief**

**All freezer suits are the property of the Company and shall be cleaned and repaired by the Company as required on the advice of the employee.**

**Those persons assigned suits on a permanent basis shall have the old replaced for the new no more than once per year upon advice to their respective Department Manager. Abuse of suits shall result in the employee paying for the replacement suit.**

**19.03** Employees on the seniority list effective January 1 of each year shall be entitled to clothing as follows:

Maintenance employees and Painters shall receive (1) one pair of coveralls at no cost and (1) one pair of coveralls at 50% of cost, Optisort operators (2) two shirts and (2) two pants or (2) two pair of coveralls at no cost, Potato Receiving employees (1) one pair of coveralls at no cost and Quality Assurance (1) smock at no cost, once per year.

The Company will provide at 50% of cost and administration smocks, uniforms and work clothing up to two (2) sets each year. Such clothing will be from a Company approved source.

After ninety (90) days from the signing of the contract the Company may require the wearing of an approved uniform (pant and shirt) and/or smock and head covering.

**19.04** Clothing accessories or equipment damaged beyond normal wear and tear or lost must be replaced at cost by the employee.

**19.05** Clothing accessories or equipment will be charged to the employee's account. His or her account will be credited when the clothing accessories or equipment is returned in good condition, normal wear and tear excepted.

**19.06** The Company agrees to pay all Maintenance and Electrical personnel \$200.00 per calendar year prorated monthly and payable December 31 each year, based upon submitted receipts for tools used in the plant. **This allowance will be increased to \$215 in 2012 and \$230 in 2014. This allowance shall be allowed to accumulate for a maximum of two consecutive calendar years. That allowance not used within the time frame specified shall be forfeited**

**19.07 Employees on the seniority list effective January 1 of each year shall be entitled to an allowance of \$120.00 towards the cost of approved safety footwear or prescription safety glasses upon presentation of a proof of purchase. This allowance will be increased to \$135 in 2012 and \$150 in 2014. This allowance shall be allowed to accumulate for a maximum of two consecutive calendar years. That allowance not used within the time frame specified shall be forfeited.**

**ARTICLE XX Classifications and Wages**

**20.01** Wages and classifications forming part of this agreement shall be as set out in Schedule A attached to and forming part of this agreement.

**20.02** A complete and itemized computation of each employee's pay including the employee hourly rate shall be shown on his pay cheque.

**20.03** The Company agrees that when it is necessary to vary the day upon which cheques are normally distributed the employee shall be given as much advance notice as possible by posting the change on the bulletin board.

**20.04** When a new job is created during the term of this agreement which requires different skills than existing classifications, the wage rate for the new job will be set by the Company after discussion with the Union. If the rate set by the Company is not acceptable with the Union, the Union may submit the matter to arbitration.

**20.05** Employees shall receive their record of pay weekly in a sealed envelope which shall be handed out at the end of their last scheduled shift for that week. Employees shall have their pay deposited in their bank account.

**20.06** There will be a \$6.00 / hour premium for double-ticketed journeymen. This rate would apply to any combination of two of the following trades positions:

- Industrial Mechanic Journeyman
- Industrial Machinist Journeyman
- Industrial Electrician Journeyman
- Industrial Instrumentation Journeyman.

Employees may decide on their own whether to obtain a second trade. Subject to the needs of the operation, the Company will make reasonable efforts to assign an employee who is working towards a second ticket to work that will assist the employee in obtaining the hours necessary for the ticket.

**The rate schedule for the rate premium will be as follows:**

- **First Block of Second Ticket: 30% of the premium**
- **Second Block: 45% of the premium**

- **Third Block: 60% of the premium**
- **Fourth Block: 85% of the premium**
- **Achievement of Second Ticket: 100% of the premium**

**Employees will have a maximum of three (3) years to complete each block. Failure to complete any block within this time frame will result in the permanent loss of the premium. “Achievement of Second Ticket” is considered a “Block” for the purposes of this article.**

**Employees who were in the process of obtaining their second ticket effective December 31, 2010 are grandfathered to the previous rate schedule governed by the Collective Agreement dated January 1, 2007-December 31, 2010. However, these employees are subject to the three (3) year time frame.**

**20.07** A class 2 or class 3 Stationary Engineer appointed as a Shift Engineer will receive a premium of \$2.00 / hour while performing the duties of the job.

There will be a Shift Engineer on each shift in each plant. The Shift Engineer, reporting to the Chief Engineer, is in immediate charge of a shift. This includes responsibility for:

- Safe operation of all equipment associated with the Boiler & Refrigeration Department.
- Direction of other Boiler and Refrigeration employees in the day to day operation of the Department.
- Cleanliness and housekeeping in the Department.
- Resolving maintenance issues on the shift.
- Co-Ordination of work being done on that shift.
- Completion of shift reports and/or checklists as required.
- Close co-ordination with the operations group to ensure their needs are being met.
- Any other assigned duties or responsibilities.

**The premium stated in this Article will be included in the Class 1 Power Engineer rate of pay because it is understood that he is the Site Engineer. There is no additional premium paid to the Class 1 Power Engineer position.**

#### **ARTICLE XXI Duration of Agreement**

**21.01** This agreement shall be in full force and effect as of **the 1st day of January, 2011 and shall continue until the 31st day of December, 2015.**

**21.02** If either party wishes to terminate this agreement, they shall give the other party, not more than 90 days or less than 60 days notice in writing, prior to the date of expiration.

**21.03** When notice has been served to either party by the other, negotiations shall begin no later than 21 days after the receipt of notice has been received or such longer period of time as may be agreed upon by both parties. During negotiations if an agreement is not reached by expiry date,

the agreement shall continue in full force until a new agreement is signed between the parties or until the Labour Relations Act procedures required by law are completed whichever dates should occur first.

**21.04** All prior agreements, both written and verbal are considered null and void effective the date of signing of this agreement.

#### **ARTICLE XXII No Strike Provision**

**22.01** The Union agrees to accept and abide to all terms and conditions of this agreement and during its term will not permit its members to engage in any walk out, sit down, slow down, or any other interference or interruption of work, and it will not call or countenance or otherwise encourage any walk outs or strikes. Any employee violating this provision shall be subject to disciplinary action as determined by the Company. The Company agrees to accept and abide by all the terms and conditions of this agreement and during its terms will not lock the employees out.

**22.02** It is agreed that employees, save and except those designated as Union Officers, required to maintain essential services for the protection of machinery and equipment shall report for work as usual in the event of a strike or lockout. Essential services shall be deemed to be: Boiler and Refrigeration twenty four (24) hour daily manning and operation as well as Electrical and Maintenance in emergency situations.

#### **ARTICLE XXIII Pension, Life Insurance and Health & Dental**

**23.01** The company will contribute 4.0% of hourly earnings for each hour worked for either an eight hour or twelve hour shift employee to an individual employee RRSP. The employee shall also contribute 4.0% of hourly earnings for each hour worked. **Effective January 1, 2013, employees contributing to the RRSP will be provided the option of contributing an additional 1.0% of hourly earnings for each regular hour worked to their RRSP. The Company will match this additional contribution.**

**23.02** The Company agrees to provide a compulsory employee Life Insurance Plan. The value of the Life Insurance shall be forty thousand dollars (\$40,000) per employee. Additional voluntary life insurance shall be made available at the employee's option. The cost for all life insurance amounts shall be 100% employee paid. The company agrees to pay any costs associated with the administration of such plans.

**23.03** The Company agrees to provide to all employees with a compulsory health, drug and dental plan; this plan is better known as the "Irving Flex Plan". The company shall provide an annual "Flex Credit" amount to every employee based on their family/single status. Every employee shall also be eligible for a "Wellness Credit" provided they are a non-smoker.

Premium cost containment shall be equally maintained 50% by the company and 50% by the employees in the event of future plan increases. This cost share formula shall be calculated



based on Module A “Health, Drug, Dental” selection as referenced in Letter of Intent dated November 29, 2006. In the event of a premium increase, the Company will absorb the first 4% of any increase and cost share 50% of any future increases to modules “AAA” of this plan for employees governed **during the life of this collective agreement**.

During each annual review and in conjunction with a review of premium costs it is a jointly shared view of the Company and Union not to erode the value of such credits due to premium increases.

#### **ARTICLE XXIV Labour Management**

**24.01** The Company believes that the Labour Management Committee has a valid purpose. The Company will schedule Labour Management meetings regularly. Attendance will be voluntary.

**24.02** The Company and Union will provide a confidential third party Employee Assistance Program for all employees. The Company will pay 50% and the Union 50%. This program shall be coordinated through the Labour Management Committee.

**24.03** The Union agrees that the Continuous Improvement Program is voluntary. The Union further agrees not to interfere with the implementation or administration of such program subject to the terms and conditions of the Collective Bargaining Agreement.

#### **ARTICLE XXV Harassment**

**25.01** The Company and Union are committed to a workplace free of sexual or personal harassment.

**25.02** The Company shall appoint one member of management and an alternate to investigate instances of harassment as they are reported. The Union shall also appoint one of its staff members as well as an alternate to either investigate independently or in conjunction with the designated representative. Under no circumstance shall either the Company or the Union commence an investigation concerning an employee governed by this agreement without advising the other party. Failure by either the Company or the Union to advise the other shall result in that party being held legally accountable for the result of the investigation.

#### **ARTICLE XXVI SHIFT PREMIUM**

**26.01** For an eight-hour shift, a premium of 30 cents per hour will be paid for all scheduled first shifts and 20 cents per hour shall be paid for all scheduled third shifts.

## **ARTICLE XXVII BLOCK RELEASE TRAINING**

**27.01** For Company approved educational leave for Boiler, Refrigeration, and Maintenance Block Release the Company will pay the difference between Employment Insurance Benefits and the employee's regular straight time rate for his regular weekly hours upon successful completion of that education received during that period. This compensation shall be applicable for the first trade certification only. Employees failing any one block shall forfeit the Employer top up and employees failing any two Blocks shall be removed from the program.

The Company agrees to pay those employees taking Industrial Mechanic Block Release out of province mileage expenses (individual or group) not covered by H.R.D.C.

Rates for Industrial Mechanic Block Release shall be as follows:

Block I	62% of Journeyman Rate
Block II	70% of Journeyman Rate
Block III	80% of Journeyman Rate
Block IV	90% of Journeyman Rate
Completion of program	Journeyman Rate

Any employee who commences apprenticeship training shall accumulate departmental seniority for the duration of their training period. For the duration of the block release training period that apprentice shall not be considered for any overtime until all journeymen have been asked in that department. The order would be in the order of their respective department seniority. When the apprentice employee acquires journeyman status their department seniority date shall be the date they originally posted into the department.

**Completion of the program (i.e. the final exam before obtaining Journeyperson Red Seal Certification) as stated in the rate schedule above is considered a "Block" for the purposes of this article. Employees in Block Release Training will have a maximum of three (3) years to complete each block. Failure to complete any block within this timeframe will result in removal from the program.**

## **ARTICLE XXVIII NEW HIRES**

**28.01** Newly hired employees shall be paid at the established rates in the Wage Appendix, except that persons hired on a casual basis may be paid one dollar (\$1.00) per hour less than the established rates in the Wage Appendix.

## **ARTICLE XXIX LEAD HAND**

**29.01** Lead Hands in the position as of January 1, 2011 will receive 25 cents per hour over the group rate with the exception of Maintenance and Electrical Department whose rates include pay for Lead Hand. Any future Lead Hands hired for new Lead Hand positions or

**to replace the current Lead Hands will receive 25 cents per hour over the group rate (excluding the T1 Operator rate) with the exception of Maintenance and Electrical Department.**

## Schedule A

<b>8 HOUR SHIFTS</b>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Forklift, Dry Storage, Utility	\$14.29	\$14.65	\$15.01	\$15.39	\$15.77
Plant Services, Storesman	\$14.29	\$14.90	\$15.27	\$15.65	\$16.04
QA	\$15.41	\$16.04	\$16.44	\$16.85	\$17.27
Shipping Inventory Clerk, Dry Storage Day Driver II	\$15.41	\$15.79	\$16.19	\$16.59	\$17.01
Warehouse Clerk	\$17.46	\$17.89	\$18.34	\$18.80	\$19.27
Dry Storage Day Driver I	\$16.34	\$16.75	\$17.17	\$17.59	\$18.03
Day Ind. Mechanical Journeyman	\$23.00	\$23.58	\$24.17	\$24.77	\$25.39
Day Ind. Electrical/Instrm Journeyman	\$25.18	\$25.81	\$26.46	\$27.12	\$27.80
Day Licensed Trade	\$21.04	\$21.57	\$22.11	\$22.66	\$23.23
Receiver	\$15.02	\$15.64	\$16.03	\$16.43	\$16.84
Cleaner/Painter	\$13.86	\$14.45	\$14.82	\$15.19	\$15.57
Class I	\$18.97	\$19.45	\$19.93	\$20.43	\$20.94
Class IV	\$17.63	\$18.07	\$18.52	\$18.99	\$19.46
Construction Electrician	\$24.17	\$24.77	\$25.39	\$26.03	\$26.68
Packaging/Process Operator	\$15.24	\$15.62	\$16.01	\$16.41	\$16.82
Pkg/Process Operator w/ Grader/Fryer	\$15.80	\$16.19	\$16.59	\$17.01	\$17.44
Packaging/Process Technician	\$16.30	\$16.70	\$17.12	\$17.55	\$17.99
Pkg/Process Tech w/ Grader/Fryer	\$17.38	\$17.82	\$18.26	\$18.72	\$19.19
Boiler Class 1	\$38.26	\$39.22	\$40.20	\$41.21	\$42.24

12 HOUR SHIFTS	2011	2012	2013	2014	2015
General Laborer	\$13.48	\$14.07	\$14.42	\$14.78	\$15.15
Forklift, Dry Storage, Utility	\$14.78	\$15.15	\$15.53	\$15.92	\$16.31
Storesman, Plant Services Utility Cleaner	\$14.78	\$15.40	\$15.79	\$16.18	\$16.58
QA, Highstacker, Potato Rec'v	\$15.93	\$16.58	\$16.99	\$17.42	\$17.85
Pkg/Process Operator w/o Grader/Fryer	\$15.88	\$16.27	\$16.68	\$17.10	\$17.53
Pkg/Process Operator with Grader/Fryer	\$16.40	\$16.81	\$17.23	\$17.66	\$18.10
Pkg/Process Tech.w/o Grader/Fryer	\$16.81	\$17.23	\$17.66	\$18.10	\$18.56
Pkg/Process Tech.with Grader/Fryer	\$17.90	\$18.34	\$18.80	\$19.27	\$19.75
Z Storage Attendant Drivers	\$16.93	\$17.58	\$17.99	\$18.42	\$18.85
Shipping Coordinator	\$17.98	\$18.68	\$19.14	\$19.62	\$20.11
T1	\$18.92	\$19.39	\$19.88	\$20.38	\$20.89
Packaging Coordinator (Plant 2)	\$19.95	\$20.45	\$20.96	\$21.48	\$22.02
Shift Ind.Mechanical Journeyman	\$23.70	\$24.29	\$24.90	\$25.52	\$26.16
Shift Ind. Electrical/Instrm Journeyman	\$25.88	\$26.53	\$27.19	\$27.87	\$28.57
Shift Construction Electrician	\$24.79	\$25.41	\$26.05	\$26.70	\$27.37
Receiver	\$15.54	\$16.18	\$16.58	\$17.00	\$17.42
Plant Services, Plant Services Cleaner	\$14.78	\$15.40	\$ 15.79	\$16.18	\$16.58
Class I	\$19.66	\$20.15	\$20.65	\$21.17	\$21.70
Class IV	\$18.15	\$18.61	\$19.07	\$19.55	\$20.04
Boiler Class 4, Refrigeration B	\$20.76	\$21.53	\$22.06	\$22.61	\$23.18
Boiler Class 3, Refrigeration A	\$21.79	\$22.59	\$23.15	\$23.73	\$24.32
Boiler Class 2	\$29.74	\$30.48	\$31.24	\$32.02	\$32.82
Boiler Class 1	\$38.26	\$39.22	\$40.20	\$41.21	\$42.24

This Agreement is signed June 9, 2011.

Signed on behalf of  
Cavendish Farms

Signed on behalf of  
UFCW Local 864

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Paul Mansbridge

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Mark Dobson

---

Trent MacDonald

---

Cody Arsenault

---

Jamie MacKenzie

---

Nicole Baglole

---

Steve Perkic

---

Paul Gingrich

---

Colin Roop

---

Myron Larkin

---

Cathy Sprague

---

Janice MacKenzie

---

Craig Walsh