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# AGREEMENT

BETWEEN

WILLIAM NEILSON LTD./LTEE.  
277 GLADSTONE AVENUE  
TORONTO, ONTARIO

Hereinafter referred to as the "COMPANY"

OF THE FIRST PART

AND

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL P529A

Hereinafter referred to as the "UNION"

OF THE SECOND PART

DURATION: December 1, 1990 to November 30, 1992

AUG 1 1991

AUG 12 1991

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COLLECTIVE AGREEMENT  
BETWEEN  
WILLIAM NEILSON LTD./LTEE.  
TORONTO, ONTARIO  
(HEREINAFTER CALLED "THE COMPANY")

AND  
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION  
AFFILIATED WITH THE A.F.L. - C.I.O., C.L.C.  
ON BEHALF OF ITS  
LOCAL P529A  
(HEREINAFTER CALLED "THE UNION")

ARTICLE 1  
GENERAL PURPOSE

1.01 The general purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union and to provide a procedure for the prompt and equitable disposition of grievances, and to establish and maintain working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

1.02 The use of the masculine gender in this Agreement shall be considered to include the feminine as the sense of the clause dictates.

ARTICLE 2  
RELATIONSHIP

2.01 The Company and the Union agree that there will be no discrimination, interference or coercion exercised or practised by them or any of their representatives or agents with respect to any employee because of membership or lack of membership in, or activity on behalf of, the Union.

2.02 The Union agrees that there will be no Union activity on plant premises during working hours except that which is necessary as hereinafter provided.

ARTICLE 3  
UNION RECOGNITION

3.01 The Company recognizes the Union as the bargaining agent of all employees of William Neilson Ltd./Ltee., in Metropolitan Toronto and Georgetown, save and except assistant foremen and foreladies and supervisors, persons above the rank of assistant foremen and foreladies and supervisors, office and sales staff and persons covered by a subsisting Collective Agreement with the International Union of Operating Engineers Local 796.

3.02 The company agrees that supervisors and those above the rank of supervisor shall not perform work usually performed by members of the Bargaining Unit except when such performance:

- (a) Is for the purpose of overcoming production difficulties caused by the absence of an employee up to one (1) day. In such cases the Company will obtain suitable replacements as soon as reasonably possible.
- (b) Is in the maintenance operation or such other areas as may be agreed subject to Article (d) below. The Company agrees not to expand on the number of supervisors directly responsible for the supervision of hourly-rated employees beyond those on staff as of 4 December 1981. Further, in the event of a lay-off, supervisory staff will be reduced by the same ratios as applied to the Bargaining Unit personnel and minimal work will be done by supervisory staff.
- (c) Is limited to occasional work, negligible in amount.
- (d) It is understood that supervisors or those above the rank of supervisor will not replace an available 'qualified Bargaining Unit employee on an overtime shift.

3.03 The Company shall not contract out Bargaining Unit work beyond what is currently contracted out.

#### ARTICLE 4 MANAGEMENT RIGHTS

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

- (a) maintain order, discipline and efficiency:
- (b) hire, discharge, classify, transfer, promote, demote or discipline employees provided that a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged or disciplined without reasonable cause or contrary to the provisions of this Agreement, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) manage the industrial enterprises in which the Company may be from time to time engaged and, without restricting the generality of the foregoing, to determine the number and location of buildings, the products to be manufactured, the methods of manufacturing, and remuneration, the schedules of production, the kinds and locations of machines and tools to be used, the processes of manufacturing and assembling, the engineering and designing of its product, the control of materials and the parts and/or materials to be incorporated in the products produced.

ARTICLE 5  
STRIKES AND LOCK-OUTS

5.01 The Company agrees that it will not cause or direct any lock-out of its employees and the Union and the employees in the Bargaining Unit agree that there will be no strikes or other collective action which will stop or interfere with production during the term of this Agreement or any extension thereof.

5.02 "Strike" and "lock-out" shall have the meaning given those terms in the Labour Relations Act.

ARTICLE 6  
UNION SECURITY

6.01 The Company agrees that all employees, covered by this Agreement, shall, as a condition of employment, become and remain members of the Union.

6.02 It is further provided that all new employees hired by the Company shall pay dues providing they have worked at least thirty five (35) hours in the week or weeks prior to the check-off date.

6.03 An employee will be considered a ~~member~~ of the Union as long as he continues to pay his regular Union dues and assessments as prescribed by the Local and International Constitutions.

6.04 The Company agrees to provide the Local with private office accommodation on the Gladstone premises.

ARTICLE 7  
CHECK-OFF

7.01 The Company agrees to deduct from the pay due an employee, who authorizes such deduction in writing, the regular weekly Union dues. The Company further agrees to transmit the amounts so deducted to the financial secretary of the Local Union on or before the last day of each month together with a list of the employees from whom such deductions are made. The Union agrees to notify the Company of the amount of the regular Union dues.

7.02 Special assessments if levied in accordance with the Constitution and by-laws of the Union will be deducted from the members of the Union upon proper notification from the Union.

ARTICLE 8  
UNION REPRESENTATION

8.01 The Union agrees that employees shall not be eligible to serve as officers, stewards or members of any Union committee until after they have been placed on the seniority list.

8.02 The Union acknowledges that officers, stewards and members of committees have duties to perform on behalf of the Company and that such persons will not leave their assigned duties without obtaining the permission of their immediate foreman, who will not withhold such permission unreasonably and will report back to the foreman on completion of Union business.

8.03 It is clearly understood that Union officers, stewards, and members of committees will not absent themselves unreasonably in order to deal with grievances and/or negotiations and in accordance with this understanding the Company will compensate such employees for time spent in dealing with such grievances or negotiations with the Company Representatives at the employees applicable rate of pay.

ARTICLE 9  
NEGOTIATING COMMITTEE

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9.01 The Company acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than five (5) regular employees, plus one (1) regular employee from Georgetown, and will recognize and deal with this committee with respect to the negotiation of amendments to this Agreement when timely.

9.02 Meetings of the negotiating committee with management shall be held whenever the committee or management submits an agenda of the business to be transacted and gives forty-eight (48) hours notice of the meeting. A representative of the International Union may participate in such negotiations if requested to do so by either party. The said committee will co-operate with the Company in the administration of this Agreement.

9.03 It is clearly understood that the negotiating committee is a separate entity from the grievance committee and will deal with only such matters as are properly the subject of negotiations, including proposals for the renewal or modification of this Agreement at the proper time. The Union will provide the Company with the names of the members of the negotiating committee and will inform the Company of any changes in the said committee.

ARTICLE 10  
GRIEVANCE PROCEDURE

10.01 The Company acknowledges the right of the Union to appoint or otherwise select a reasonable number of stewards to assist employees in presenting their grievances to the representatives of the Company. The number of such stewards and the zone within which each one is to function shall be determined from time to time through joint negotiations. The Union shall keep the Company informed of the names of the Stewards and the Zones they represent.

10.02 The Company will recognize and deal with a grievance committee composed of the Local Plant Chairman, Chief Steward, Recording Secretary, Assistant Chief Steward and the Steward from the zone where the grievance arises. It is understood that members of the committee shall be employees of the Company who have attained seniority. The Company agrees to designate two (2) Company representatives with the authority to deal with grievances at the third stage. The Company agrees that one (1) union assistant chief steward shall be elected at Georgetown. A further steward may also be elected at that location,

10.03 Should differences arise between the Union and its members and the Company as to the interpretation, application, administration or alleged violation of this Agreement, including whether or not the difference is arbitrable, an earnest effort will be made to settle all matters promptly in the following manner.

Step #1

The aggrieved employee, with or without his Steward, shall present his grievance orally to his immediate Supervisor within five (5) working days of the incident from which the grievance arises. If the matter is not settled to the satisfaction of the employee concerned within two (2) working days, or within any longer period of time which may be mutually agreed upon at the time, then Step #2 may be involved.

Step #2

The Chief Steward and the Zone Steward after presenting the grievance in writing shall meet with the employee's immediate supervisor and manager in an attempt to resolve the difference. If the matter is not settled within two (2) working days of the answer at Step #2 or within any longer period of time which may be mutually agreed upon at the time, then Step #3 may be invoked.

### step #3

The grievance committee will meet with the representatives of the Company designated for this purpose, within five (5) working days of the answer in Step #2. At this meeting an International Representative of the Union and/or counsel for the Company may participate if requested to do so by either party. If the grievance is not settled within five (5) working days, or within any longer period of time which may be mutually agreed upon at the time, then at the request of either party the grievance may be referred to arbitration provided such request is made within ten (10) working days.

### Note

The grievor, if required by either party, may attend any of the foregoing steps in the grievance procedure and his regular rate of pay for such time, if during his regular working hours and provided he is not on lay-off, suspension or discharge, shall be paid by the Company.

### 10.04      STEWARD REPRESENTATION

The Company agrees that a Steward or Chief Steward be present at meetings where disciplinary action is a likely consequence. If such disciplinary action is decided upon, due to circumstances which develop during a meeting, the Steward or Chief Steward will be invited to join the meeting prior to the decision being rendered. (If the employee is a Steward, he shall have the right to have the attendance at the meeting of another Steward or Chief Steward.)

If an employee is dismissed for any reason whatsoever and feels that he has been unjustly dealt with he may promptly notify his Steward or the Chief Steward who shall, if any grievance is to be filed, notify the Plant Superintendent in writing within five (5) working days from the date of dismissal. All preliminary steps of the grievance procedure prior to Step #3 will be omitted in such cases. Such special grievance may be settled by maintaining management's position, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or in the opinion of an arbitration board if the matter is referred to such board.

10.05 A grievance of the employer or a policy or group grievance of the Union which is distinguished from an individual employee's grievance, must be sent by registered mail or be personally delivered to the Manager or the Union, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within the said ten (10) working days. Then, if the matter is not resolved, either party may notify the other party in writing within a further period of five (5) working days that it intends to proceed to arbitration and shall contain details of the grievance, a statement of the exact matter in dispute, and a statement of the relief sought from an arbitration board.



10.06 Time lapse as spelled out in Article 10 may be changed only by mutual agreement of both parties.

10.07 The Company agrees to forward copies of documented disciplinary action to the Union. Further, all entries which relate to disciplinary action shall be withdrawn two (2) years after the date of issue.

## ARTICLE 11 ARBITRATION

11.01 When either party requests that a grievance be submitted to arbitration it shall make such request in writing addressed to the other party to this Agreement within ten (10) days from the date the grievance was dealt with in Step #3 and at the same time shall nominate its representative to the arbitration board and shall state the issue in dispute and the article or articles of the Agreement which are alleged to have been violated.

11.02 The recipient of such notice shall within five (5) days thereafter nominate its representative to the arbitration board who, in turn, will contact the other party's nominee to the arbitration board in an attempt to choose a Chairman within five (5) days. Failing agreement, then either party may request the Minister of Labour for Ontario to appoint a Chairman. When agreement between the two (2) parties exists, a single arbitrator may be appointed to rule on an issue in dispute.

The single arbitrator shall be chosen jointly by the parties. Time limits applicable to a Board shall also apply to single arbitrators.

11.03 Each of the parties hereto will bear the expenses of its nominee to the arbitration board and the parties will jointly bear the expenses and fees of the Chairman of the arbitration board or of the single arbitrator.

11.04 The arbitration board or single arbitrator shall not be authorized to alter, modify or amend any part of this Agreement but shall base its or his decision on the contractual rights of the parties as stated in this Agreement.

## ARTICLE 12 SENIORITY

12.01 Seniority shall mean accumulated service in the Bargaining Unit. Where an employee within the Bargaining Unit accepts a position outside of the unit, his plant seniority shall cease effective the date on which the transfer takes place.

In an application of seniority that involves employees with equal seniority, the employee with the lowest clock number shall be considered the most senior.

The Company shall meet with the Union to discuss any change in departments which will affect seniority prior to the change taking place.

12.02 An employee hired into a permanent position will be considered probationary and shall have no seniority until he has been on the Company's Payroll for a period of sixty (60) days worked. Upon completion of his probationary period he shall be granted seniority which will be backdated to his original hire date.

12.03 Seniority lists shall be posted by the Company in the Cafeteria and at the Georgetown location. Plant seniority lists shall be brought up-to-date every month. The Union will be given a copy of the seniority list, and a list showing the paid rate of each employee once a month.

12.04 During their apprenticeship period, apprentices shall accumulate plant seniority only. In lay-off situations, apprentices shall be considered most junior within their department. Following completion of the apprenticeship programme, apprentices shall be deemed to have full seniority rights.

12.05 Employees shall lose seniority and seniority rights and employment terminated for any of the following reasons:

- (a) If the employee quits his employment with the Company.
- (b) If the employee is discharged and such discharge is not reversed through the grievance procedure.
- (c) If the employee is laid-off and fails to return to work within two (2) consecutive working days after being notified by the Company to do so by telephone, registered mail, or both, to the employee's last known address as recorded on the Company's records. Should an employee not be able to return for valid reasons, an extension to the two (2) days will be considered. Approval for such an extension must be authorized by the Company.
- (d) If the employee is laid-off for a period of two (2) years or more.
- (e) If the employee overstays a leave-of-absence granted by the Company without securing an extension of such leave.
- (f) If the employee retires under the terms of the Pension Plan.
- (g) Has an unreported absence for five (5) consecutive working days without a reason satisfactory to the Company.

12.06 Employees shall maintain and accumulate seniority if they are absent due to sickness or accident subject to the following conditions:

- (a) Those employees who have completed their probationary period but have less than two (2) years of service shall continue to accumulate seniority for up to one (1) year.
- (b) Those employees who have two (2) years of service or more shall continue to accumulate seniority for a period equivalent to half his service but not in excess of four (4) years.
- (c) It is agreed that an employee who is absent due to sickness, accident or leave-of-absence and providing he returns to work within the specified time as defined in (a) or (b) above shall be placed on the job previously held or one of an equal rate if that job is not available providing the employee is medically qualified to perform the assigned work.
- (d) An employee who cannot return to work within the specified time [as defined in (a) or (b)] by reasons of sickness or accident and who is subsequently declared fit to return to work shall be given credit for past service up to the time limits [as defined in (a) or (b)]. In such cases, the employee will be returned to the work available provided he can learn the job in a reasonable amount of time. A rate equal to the previous rate cannot be guaranteed.

12.07 LAY-OFF PROCEDURE

Except by agreement with the Chief Steward, whenever there is a reduction in staff in any job classification the following procedure shall apply:

- (a) Probationary employees shall be laid-off first providing those employees entitled to remain can perform the required work. 2/2
- (b) The most junior of the employees in the job classifications in the department affected shall then displace the most junior employee in all other departments on the same shift provided he can learn the job in a reasonable amount of time. 2/2
- (c) Those employees who eventually become surplus after (a) and (b) above shall displace the most junior employee regardless of the shift excepting that those employees placed on the surplus list shall be offered their choice of shift, providing it is available. Shift choice shall be offered to surplus employees in order of seniority. Notwithstanding this, employees shall have the right to accept lay-off rather than an inter-shift transfer and such employees will not be entitled to the lay-off notice or work week guarantee.
- (d) Employees shall be given notice of lay-off on the basis of two (2) working day's notice for each completed six (6) months service, but with a minimum of two (2) working days, subject to the requirements of the Employment Standards Act, to a maximum of fifty (50) working days. 2/2
- (e) Employees when laid-off shall be entitled to their weekly guarantee as set out in Schedule B.01 for the week in which such notice is given and for each full week of notice required.

- (f) The guarantee for less than full weeks shall be that fraction of thirty-eight (38) hours which the number of days of lay-off notice is of their normal work week.
- (g) The Chief Steward shall be furnished with the name, department, and clock # of each new employee and employees to be laid off at the time lay-off notice is issued.
- (h) A formal letter describing contractual rights shall be presented to each employee affected by the lay-off and this letter shall be signed by the employee.
- (i) Employees at the time of lay-off shall be given the opportunity to request recall according to seniority and qualifications for casual or temporary work if and when such work is available. Acceptance or refusal of such work shall not affect any right to recall according to Article 12.08. Employees who accept recall for such casual or temporary work shall not be entitled to the provisions of (d) above and Schedule B.01.

#### 12.08      RECALL PROCEDURE

- (a) Employees who are actually laid-off shall be placed on an overall recall list in order of seniority.

Opportunities for re-employment shall be offered to persons on this recall list, the first preference given to the most senior, providing he can learn the job in a reasonable amount of time.

It is understood that an employee with plant seniority may decline recall up to a maximum of six (6) months for shift reasons only when there are other employees eligible for recall. It is agreed that employees who refuse recall for shift reasons must provide one (1) week's notice to the Company of their intention to return to work.

- (b) An employee recalled under this Clause shall, subject to the requirements of Articles 12.07 and 12.08, be returned to regular status upon the expiration of four (4) consecutive weeks of work provided he has the seniority over those on lay-off. If not, then the most senior person on the recall list shall be recalled. An employee recalled under this Clause who meets all requirements of Schedule "F" shall be entitled to plant holiday pay and benefits after working two (2) consecutive weeks.

- (c) During recall to a regular job, employees on lay-off, those wishing a transfer to a different shift, those who have accepted a different shift as a result of the lay-off process, and those who are not in their normal department, shall comprise a recall list in order of seniority. The most senior person on the list shall be recalled to the regular job opening.

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12.09      JOB POSTING PROCEDURE

Vacancies of a permanent nature will be posted for three (3) working days throughout the plant, but will be filled from within the department first.

Vacancies of a temporary nature will be posted in accordance with the above procedure provided the vacancy will last in excess of three (3) consecutive weeks.

It is agreed that a temporary job will not last more than six (6) months. Only the employee's prior rate shall be subject to rate protection and the employee need not necessarily be returned to his prior job.

Applications received will be evaluated on the basis of qualifications and seniority. However, if qualifications are relatively equal, seniority shall prevail. It is agreed the Company may fill the vacancy temporarily pending the outcome of the posting. 27/8

When an employee has successfully applied for a job posting, a minimum of five (5) working days on the new job shall be established before the transfer becomes official. During this period, the employee will have the right to return to his previous job.

Truck drivers shall have the right to bid on job vacancies within their Department prior to general posting. Seniority and qualification requirements must be observed. The Company also agrees to provide upgrading training to drivers who successfully apply to job postings.

Once selected for promotion or transfer to a permanent position, employees will not be eligible for future job competition for a period of six (6) months except that an employee can apply on a job posting for a promotion within a six (6) month period. In such case, he will not be eligible for future job competition for promotion or transfer for a further period of nine (9) months.

Employees selected to a temporary position will not be eligible for other temporary position competitions until the temporary job they currently fill has expired.

12.10      TRANSFER  
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Employees may apply for a transfer in writing to the Human Resources Department. Applications on file will be considered on the same basis as in Article 12.08 (c) or, in the event no one applies for the vacancy, through the job posting process.

ARTICLE 13

LEAVE-OF-ABSENCE. BEREAVEMENT. JURY DUTY. PREGNANCY LEAVE

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13.01 LEAVE-OF-ABSENCE

(a) The company will not unreasonably deny a leave-of-absence without pay for Union business, or, in the event an employee is elected to Municipal, Provincial, or Federal Government, or is elected to a full-time position with the Union or C.L.C. Seniority will be maintained and accumulated during this leave-of-absence.

(b) An employee with two (2) or more years of seniority shall be entitled to a period of leave-of-absence without pay to total no more than one (1) month during a four (4) year period. Prior notice to the Company of three (3) months is required and such leaves-of-absences must be taken in conjunction with the employee's vacation.

Further, it is agreed that:

(i) No more than five percent (5%) of the staff within a department may be on a leave-of-absence at one time.

(ii) Unless leaves-of-absences are for emergency purposes, the departmental vacation schedule must take precedence.

(iii) Employees may request leaves-of-absences for emergency purposes.

(c) Requests for leaves-of-absences to augment summer vacations shall not be approved until March 1, at which time the vacation schedule for the individual department will be finalized and approved.

13.02 BEREAVEMENT

In the event of the death of an employee's spouse, child, sister or brother, parents, parents-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, bereavement leaves of up to a maximum of three (3) days with pay will be granted for the purpose of making arrangements for and attending the funeral and shall terminate no later than two (2) days following the funeral. One day's bereavement pay will be granted an employee who is unable to attend the funeral due to time and distance considerations.

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13.03 JURY OR WITNESS DUTY

The Company will pay an employee his regular day's pay for every day in attendance for jury duty, or appears as a witness when subpoenaed by the Crown. The employee will turn over to the Company all fees that may be received as a juror or a witness.

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13.04      PREGNANCY LEAVE

Employees who become pregnant Will be entitled to a leave-of-absence as per the Employment Standards Act of Ontario.

ARTICLE 14  
GENERAL CONDITIONS

14.01      BULLETIN BOARDS

The Company will provide bulletin boards in mutually satisfactory locations throughout the plant for the convenience of posting notices of Union activities. All such notices must be signed by the President of the Local Union and must have the approval of the Company. The Company agrees to maintain the bulletin boards in good condition provided they are not subject to abuse.

14.02      SAFETY SHOES

Effective February 25, 1991, the Company will contribute up to seventy-five dollars (\$75) once a year for safety shoes. Safety shoes may be purchased through payroll deduction at a minimum of two dollars (\$2.00) per week. Amounts less than three dollars (\$3.00) owing will be paid by the employee at the time of purchase.

All employees will be required to wear safety shoes excepting those employees with shoe-related afflictions and then only when this is supported by medical documentation. This latter Clause shall not apply to maintenance or warehouse personnel.

14.03      CLOTHING

The Company will be responsible for the supplying and laundering of uniforms. Uniform change schedules will be published separately and will allow for turn-in of soiled uniforms at the end of Friday workday and pick-up at the start of Monday workday. In addition, the Company will supply jackets and winter clothing where required. Employees experiencing problems with their uniforms may seek redress through the complaint procedure.

Each employee shall be provided with one (1) new uniform each year (to be available by June). This clause does not apply to Truck Drivers, whose clothing agreement is covered separately. Sanitation employees will receive clean uniforms daily.

14.04      SAFETY LENSES

The Company will supply safety glasses to maintenance engineering personnel. Replacement costs shall be paid on a frequency of one (1) pair per year. It is further agreed that maintenance engineering personnel are required to wear safety glasses provided during all operations likely to produce injury to the eye(s). In other areas, designated by the Company, safety glasses will be supplied on the same basis as above.

14.05      REST PERIODS

The Company will grant a rest period of fifteen (15) minutes in the first half and fifteen (15) minutes in the second half of each shift, the time of the period to be allotted by the Foreman. Rest periods, as a general rule, will be granted as close to the middle of the half shift as possible.

When an employee is instructed to report to work late, the entitlement to rest breaks shall apply.

In addition, a rest period of fifteen (15) minutes shall be granted two and a half (2 1/2) hours following the normal shift end.

14.06      PERSONAL CLEAN-UP

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The Company agrees to provide employees with five (5) minutes personal clean-up time prior to their scheduled quitting time. Scheduled quitting time is defined as that time when employees finish either a normal shift or normal shift plus overtime.

Employees will be allowed to leave their work areas five (5) minutes prior to scheduled quitting time, punch out, and then proceed to the change areas.

14.07      OVE —E

Employees, including Tractor/Trailer and Candy Express Drivers, working nine (9) hours or more on a shift, exclusive of the meal break, will be provided with a meal voucher worth four dollars and thirty-one cents (\$4.31) for use in the Cafeteria and allowed one-half (1/2) hour with pay (computed at straight time rates) in which to eat the meal. In areas where, or at times when, the Cafeteria service is not available, an allowance of four dollars and thirty-one cents (\$4.31) plus one-half (1/2) hour at straight time will be paid through the employee payroll system. An additional meal voucher and paid meal break of thirty (30) minutes at straight time shall be paid whenever an employee has worked twelve (12) hours or more. The Company agrees to re-negotiate meal allowances following any full scale Cafeteria price increase. The meal premium is payable by Thursday of the week following the week in which entitlement was earned.

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There will be a joint Committee for the purpose of reviewing the Cafeteria operation.

14.08                    CALL-IN-PAY

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An employee called in to do emergency work after having completed his regular schedule shift and left the plant premises, or on his regular day off, will be given a minimum of four (4) hours work or four (4) hours pay at his appropriate rate.

14.09                    INJURY SHIFT GUARANTEE

An employee injured while working in the plant shall suffer no loss of earnings for the regular hours he would have worked but were necessarily lost on the day on which the accident occurs.

On occasions where an employee is required to lose time for post treatment of the accident, he will be allowed up to three (3) visits at a maximum of two (2) hours per visit, at the employee's regular rate. Doctor's appointments of this nature must be reported to the Plant Nurse to ensure payment.

ARTICLE 15  
SCHEDULES

15.01      Attached hereto and forming part of this Agreement are the following schedules:

<u>SCHEDULE</u>	<u>PAGE</u>
Schedule "A" - Tool Allowance	17
Schedule "B" - Hours of Work, Overtime, Shift Premiums, Wages, and Job Rates.	17
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ARTICLE 16  
DURATION OF AGREEMENT

16.01 This Agreement shall take effect on the 1st day of December 1990, and shall continue in effect until the 30th day of November 1992. Unless either party gives notice in writing to the other party that amendments are required or that the party intends terminating the Agreement, then it shall continue in effect from year to year thereafter.

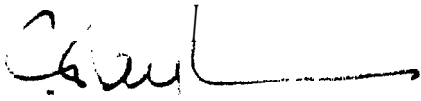
16.02 Notice that amendments are required, or that either party intends to terminate the Agreement, must be given not more than ninety (90) days and not less than thirty (30) days prior to the expiration of the Agreement.

16.03 The parties hereto agree to meet for the purpose of negotiations within fifteen (15) days after the giving of such notice or within a further period if mutually agreed to.

Dated at Toronto, Ontario this 23<sup>rd</sup> day of June, 1991.

WILLIAM NEILSON LTD./LTEE.

UNITED FOOD AND COMMERCIAL WORKERS  
LOCAL P529A

  
C.H. TAYLOR, V.P. ADMINISTRATION

  
T. AZZOPARDI, PRESIDENT

  
J. HERO, DIRECTOR  
CONTINUOUS IMPROVEMENT

P. JOKHU, VICE-PRESIDENT (1)


  
I. KHANNA  
DIRECTOR, MANUFACTURING

  
A. SALIHAGIC, VICE-PRESIDENT (2)

  
J. PADDOCK  
HUMAN RESOURCES OFFICER

  
J. COSTA, VICE-PRESIDENT (3)

  
R. NUGENT  
DIRECTOR, TRANSPORTATION

  
L. SMITH, RECORDER

  
D. STEVENS  
MANAGER, LABOUR RELATIONS

  
R. BEEK, GEORGETOWN STEWARD

  
C. BONELLO, BUSINESS AGENT

SCHEDULE "A"  
SKILLED TRADES  
TOOL ALLOWANCE

504  
1

TRADE	<u>EFFECTIVE</u>	<u>EFFECTIVE</u>
	Dec 1, 1990	Dec 1, 1991
Lubrication Mechanic	\$80.00	\$90.00
Electronic Technician	\$193.00	\$203.00
Tinsmith		
Packaging Mechanic		
Electrician		
Building Maintenance		
Machinist		
Maintenance Mechanic		
Pipefitter		
Lift Truck Repair		
Maintenance Utility		
Apprentices		

Such allowances will be payable in December in arrears and will be pro-rated for individuals with less than the full year's service.

Wrapping Systems Operators shall have their required tools supplied and/or replaced as necessary.

SCHEDULE "B"  
HOURS OF WORK, OVERTIME, SHIFT PREMIUMS

27  
1

B.01      HOURS OF WORK

The Company agrees to guarantee each employee thirty-eight (38) hours of work or pay in lieu thereof in each week, subject to the following conditions:

- (a) An employee reports for work at his scheduled starting time and does not decline the work to which he is assigned.
- (b) An employee reporting late for work unless instructed to by the Company shall lose that amount of time from the weekly guarantee.
- (c) Employees who are hired or recalled or who return to work from sickness, accident, leave-of-absence or pregnancy leave after the commencement of the work week shall only be entitled to one-fifth (1/5) of the weekly guarantee for each day remaining in their work week.

(d) It is understood that pay received for bereavement, jury duty or public holiday can be used towards the weekly guarantee, but not the hours actually worked in the event an employee works on the public holiday.

(e) An employee who is dismissed or suspended and such dismissal or suspension is not reversed through the grievance or arbitration procedure will not be entitled to that fraction of the guarantee that is remaining in the work week.

**B.02** The normal hours of work shall consist of five (5) eight (8) hour days, and shall constitute the normal working week of forty (40) hours. 34  
4000

**B.03** The schedules of hours, setting forth the daily shift schedules of hours for every department and individuals (that is, starting and quitting times) shall be given to the President of the Union. A copy of these schedules of hours shall be posted on the bulletin boards.

**B.04** Notice of change to the departmental schedules of hours referred to in Clause B.02 shall be given to the President of the Union one (1) week prior to such change and, if the change is to be permanent, the change will be made on the bulletin boards. Notice of changes to individual schedules must be given to the employee affected twenty-four (24) hours in advance of such change. If such notice, in writing, is not given, all hours worked outside the normal schedule must be paid for at the rate of time and one-half (1 1/2) and the employee must be guaranteed his normal shift hours, unless the change is mutually agreed to between the employee and the Company.

Except where shift rotation is practised, employees shall be transferred from one (1) shift to another according to seniority (so that the employee with the least seniority shall be the first to be transferred), provided that such employee is qualified for the job to which he is transferred.

**B.05** **OVERTIME**

All overtime will be voluntary, but under no circumstance will the Company have to shut down a line or delay a changeover due to unavailability of bargaining unit workers for overtime work. In the event overtime is required on Saturday or Sunday, Department Managers will advise the Department Steward of the requirement. 40  
2

All time worked in excess of eight (8) hours per shift but under twelve (12) hours per shift shall be considered as overtime and shall be paid for at time and one-half (1 1/2) the employee's regular rate. All time in excess of twelve (12) hours per shift shall be considered as overtime and shall be paid double (2x) the employee's regular rate. All time in excess of fifteen (15) hours per shift shall be considered as overtime and shall be paid for at triple (3x) the employee's regular rate. 37.5  
4

B.07

Overtime will be offered firstly to the employee who normally performs the job. In the event the incumbent declines the opportunity, it will be offered on the basis of seniority to those qualified to do the work. It is not the intent that senior employees be offered all the opportunities but that overtime will be shared on an equitable basis.

In compiling the overtime participation list, probationary employees shall not be entitled to work overtime until all regular employees at the pay level(s) required for the overtime work have been requested to work the overtime first.

Overtime scheduled on the weekends for probationary employees will be offered first to regular employees at the same pay level. Probationary staff will be allowed to work weekend overtime only if regular staff cannot satisfy the manpower requirement.

In the event it becomes necessary to run a shift in addition to an "A" shift, that overlaps in excess of two (2) hours, all time worked in excess of and including the two (2) hours shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular rate.

B.06 (a) All time worked on Saturday shall be paid for at time and one-half (1 1/2x) the employee's regular rate and in addition all time worked in excess of eight (8) hours shall be paid for at the rate of double (2x) the employee's regular rate. All time worked in excess of twelve (12) hours shall be paid for at the rate of triple (3x) the employee's regular rate. *3 1/2x*

(b) All time worked on Sunday shall be paid for at double (2x) the employee's regular rate and in addition all time worked in excess of eight (8) hours shall be paid for at the rate of triple (3x) the employee's regular rate. *3 1/2x*

(c) For the purpose of defining when a shift worker will receive overtime premium for Saturday and/or Sunday, it is understood that the day of the shift will be that in which the shift commences.

371.00  
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B.07 All time worked on a paid plant holiday, up to eight (8) hours, will be paid for at **double (2x)** the employee's regular rate and all time worked in excess of eight (8) hours shall be **paid** for at the rate of two and one-half (2 1/2x) times the employee's regular rate.

B.08 SHIFT PREMIUMS 44/100042 45/100003

(a) Employees working on other than the day **shift** will receive a premium of forty-two cents (\$0.42) per hour for the second shift and sixty-three cents (\$0.63) per hour on the third shift.

(b) Hours worked prior to 6:00 a.m. will be paid at a **premium** rate of three dollars and ninety-nine cents (\$3.99) per hour. This will apply to "A" shift personnel only.

JOE CLASSIFICATIONS

PRODUCTION:

	EFFECTIVE Dec 1, 1990	EFFECTIVE Dec 1, 1991
P1A	\$13.56	\$14.26
-----		
C600 Carle Plant Operator		
C1000 <b>Carle</b> Plant Operator		
C650 Carle Plant Operator		
Chocolate Distribution Operator		
Willo-Pak Operator		
Crunchie System Operator		
Natural Bar Operator		
crispy Process operator		
P1	\$13.21	\$13.91
-----		
Air Milling Operator		
Petzholtz Conching Operator		
Roaster Operator		
Buehler Operator		
Enrober Operator		
<b>National</b> Operator		
Alysynchro Operator		
Crunchie Syrup/Sawroom Operator		
Crumb Tote & Supply Operator		
Jersey System Operator		
Mini Egg Plant Operator		
crispy Builder		

	EFFECTIVE. Dec 1, 1990	EFFECTIVE Dec 1, 1991
P2	\$12.94	\$13.64
-----		
Recovery Process Operator Pep Centre Maker/Fondant Maker Caramel & Rice Crispy Coater Yorkshire Operator Presswhip & Nougat Operator		
P3	\$12.69	\$13.39
-----		
Centres Cooker Extruder Operator Holberger Operator Refiner Operator Wrapping Machine Attendent (Cherries) Stock operator Roaster Helper Slitter Operator Assistant Bauer Roaster Operator Caramel Extruder Operator Pep/Coconut Operator Biscuit Cutter Sweet Marie Extruder/Guillotine Operator		
P4	\$12.27	\$12.97
-----		
Bag Dump & Supply Operator Cocoa Butter Fat Melter Feeder Operator Wrapping Machine Attendent Hayssen Operator Cherry Feeder Line Service Operator Case Packer/Palletizer Dispensary Operator		
		EFFECTIVE JAN 1/91
P5	\$11.38	\$11.96 \$12.66
-----		
Wrapping Machine Operator		
		EFFECTIVE JAN 01/91
P6	\$10.97	\$11.17 \$11.87
-----		
Packer		
		EFFECTIVE FEB 25/91
crispy Scrambler Pre-Enrober Separator Nut Sorter		\$11.17

NOTE: Students employed for the summer period shall be registered at the P6 level and shall receive higher rates as per Schedule C.06.

CLEANING :

	EFFECTIVE Dec 1/90	EFFECTIVE Dec 1/91
C2	\$12.71	\$13.41

-----  
C.I.P. Cleaner & Sanitizer

C3	\$12.35	\$13.05
----	---------	---------

-----  
Mould-Plaque Washer Operator  
Seamstress  
Wrapping Machine Cleaner  
Belt & Line Cleaner  
Overhead Light Fixture Operator

C4	\$12.01	\$12.71
----	---------	---------

-----  
Equipment Washer  
Compactor Operator  
Vacuum and Floor Cleaner  
Mould-Plaque Washer Helper  
Office and General Cleaner

TRAFFIC :

T2	\$15.94	\$16.64
----	---------	---------

-----  
Tractor Driver

T3	\$14.88	\$15.58
----	---------	---------

-----  
Candy Express Driver

NOTE: Tractor Drivers shall not be authorized to load or unload their trailers. Candy Express Drivers are exempt from this provision as are Drivers delivering to Loblaw's, etc., where off-loading must be done by hand.



MAINTENANCE:

	EFFECTIVE Dec 1/90	EFFECTIVE Dec 1/91
M1A	\$20.24	\$20.94
-----		
Electronic Technician		
M1	\$19.73	\$20.43
-----		
Packaging Mechanic		
Maintenance Mechanic		
Pipefitter		
Building Maintenance		
Lift Truck Repair		
Tinsmith		
Electrician		
Machinist		

Apprentice Rate shall be: *1/2*

62.5% of established trade rate for 1st year

75%	"	"	"	"	"	2nd	"
85%	"	"	"	"	"	3rd	"
95%	"	"	"	"	"	4th	"

M2	\$16.38	\$17.08
-----		
Maintenance Utility		
Operator Mechanic		
M3	\$13.21	\$13.91
-----		
Lubrication Mechanic		
Building Maintenance Helper		

WAREHOUSING:

W1A	\$13.65	\$14.35
W1	\$13.60	\$14.30
-----		
Shipper		
Fork Lift Operator		
W2	\$13.15	\$13.85
-----		
Checker		
Bulk Materials Operator		
General Warehouse		
Picker Packer		
Case Sealer Operator		

SCHEDULE "C"  
APPLICATION OF RATE

C.01 The employee shall be registered at the new rate as soon as the qualification requirement has been satisfied.

C.02 Qualified shall be defined as having the ability to perform to standards without assistance or excessive supervision.

C.03 In the case of new employees it is agreed that the rate of the job performed will be paid upon completion of the probationary period, but in the event an employee is qualified prior to the completion of the probationary period, the job rate will be paid. The Company will implement an effective job training programme.

C.04 An employee transferred or recalled to a job carrying a different rate shall not suffer a loss in rate for a period of two (2) years from the time of transfer or recall adjusted to take into account applicable general wage increases, except if the transfer is to a lower position and at the request of the employee or the employee is unable by reason of sickness or inability to perform the job to required standards. In such cases, the employee will receive the rate for the job to which the employee is transferred to.

C.05 When, as a result of the introduction of new equipment or ~~methods~~, a job or jobs are eliminated or a reduction of ~~staff results or there is~~ an increase in the number of jobs, the Company undertakes to advise the Union thirty (30) days or as soon as reasonably possible, prior to the anticipated move of the facts and agrees to meet with the Union to discuss what effect it will have on the employee(s) affected, keeping in mind the provisions of this Agreement.

C.06 An employee who is temporarily transferred to a job carrying a higher rate shall receive the higher rate for the time worked on the job subject to C.01 and C.02 above.

C.07 An employee transferred to a job by reason of a promotion will be paid a rate equal to his pre-transfer rate or a rate one (1) level lower than the job to which he has been promoted, whichever is the higher. The rate for the job will be paid as soon as the employee establishes his ability to do the job as defined in C.02 above.

C.08 DAILY TRANSFERS

(a) In the event that a line cannot be started or must be shut down due to equipment failure, a shortage of materials, or manpower requirements, those employees working on the line affected shall be transferred to work available regardless of seniority, excepting that if jobs are available within the Department, these shall be assigned to the most senior of the employees affected by the line shutdown.

(b) However, if it is known that a line will not run the day prior to shift start-up, the required transfers will be based on seniority and ability (that is, the employee with the least seniority shall be transferred out of the department, if necessary).

C.09 JOB RE-APPRAISAL

The Company reserves the right to re-appraise any job where industrial engineering standards are not maintained.

C.10 The Company agrees that the Union can request a re-appraisal of any job, should there be a question as to the paid rate, or a significant change in the job content. The job evaluation process shall be completed and a written report submitted to the Union within thirty (30) days of the formal request. A copy shall also be forwarded to the employee(s) concerned.

SCHEDULE "D"  
~~BENEFIT PLANS~~

70.4  
100

82

D.01 WEEKLY INDEMNITY PLAN

The Company agrees to pay weekly indemnity equal to seventy percent (70%) of the employee's regular rate. The maximum weeks coverage under the weekly indemnity programme shall be six (6) weeks on an annual basis.

- (a) For illness, benefits to start on the third day of illness or on the first day of hospitalization.
- (b) For accidents, not covered by Workers' Compensation, benefits start with the first full day of lost time.
- (c) Benefits will not be paid unless supported by a doctor's statement on a form provided by the Company.
- (d) Benefits will not be paid until the employee becomes eligible through seniority and has completed the Sick Benefit Application Form.

Benefits will be covered for the 1st and 2nd week of sickness and benefits for the 3rd through to 17th week will be covered under the Unemployment Insurance commission.

If employees with one (1) year of service or more are denied U.I.C. sickness Benefits because of initial benefit problems, the Company pays the benefit for such period, i.e. a maximum of fifteen (15) weeks benefit at the rate normally produced in the plan.

Pregnant employees will be eligible to collect weekly indemnity for sickness related to pregnancy, as per the weekly indemnity provisions, but not during the period of time eleven (11) weeks prior and six (6) weeks after the date of birth.

The Company will provide to an employee upon request, a letter requesting the hospital to bill "Mutual Life" directly for semi-private or private hospital accommodations.

D.02      LONG TERM DISABILITY PLAN      75/0679997

The established L.T.D. Plan covering employees unable to return to work following absence of seventeen (17) consecutive weeks is structured so as to provide L.T.D. benefits of sixty-six and two thirds percent (66 2/3%) normal earnings for a period of total disability up to age sixty-five (65).      70.0  
100

The Company shall pay the premiums for employees receiving Long Term disability for Extended Health Care and Life Insurance.      D' 9/12  
5002  
857      230

D.03      LIFE INSURANCE PLAN      70.0  
100

Life Insurance coverage will be provided by the Company to a level of twenty seven thousand dollars (\$27,000) effective February 25, 1991, and effective December 1, 1991, thirty thousand dollars (\$30,000).

D.04      A.D. & D. PLAN      70.0

Accidental Death & Dismemberment insurance coverage will be provided by the Company to a level of twenty-seven thousand dollars (\$27,000) effective February 25, 1991, and effective December 1, 1991, thirty thousand dollars (\$30,000).

D.05      The Company agrees to provide a three thousand dollar (\$3,000) paid-up policy effective February 25, 1991, to those retiring within the limits of the Pension Plan.

D.06      EXTENDED HEALTH PLAN      70.0  
100      70

The Company agrees to continue to provide an Extended Health Benefit program at no cost to the employee. The Plan will provide for payment of one hundred percent (100%) of the qualifying expenses.

D.07      DENTAL PLAN

The Company will provide, on a 80 - 20% co-insurance basis, a basic Dental Plan incorporating the following features:

71  
2

- (a) Coverage will apply to employees and dependents.
- (b) The current Fee Schedule will apply effective February 25, 1991.
- (c) The maximum annual dental claim will be fixed at \$1500.00
- (d) Dentures will be insured at 100% by the Company to a lifetime maximum of \$2,000 per employee.
- (e) Orthodontics, crowns, and bridges will be insured subject to \$3,000 maximum lifetime and all claims shall be subject to a 75-25% co-insurance feature

D.08      VISION CARE PLAN

70.5

Effective February 25, 1991 the Company will provide a Vision Care Plan paying up to one hundred fifty dollars (\$150.00) towards prescription eye glasses or contact lenses for employees and dependents, once every twenty-four (24) months.

D.09      For the purposes of dependent coverage under any of the benefit plans, dependents shall be defined as:

Unmarried financially dependent children between the ages of 14 days and 21 years. Coverage continues beyond age 21 to age 25 for a dependent child who is a full-time student. Coverage also continues beyond age 21 for a dependent child who is mentally or physically handicapped, provided the child was insured before age 21.

SCHEDULE "E"  
VACATIONS

E.01      Vacation will be based on service computed to 30th June in the year in which the vacation is to be taken. Vacation pay is to be based on gross earnings, including vacation pay. Each employee shall become entitled to a vacation with pay on the following basis:

- (a) Employees with less than five (5) years of service as of 30th June in any year shall be paid in the following manner:
  - 1. Those employees with less than one (1) year's service as of 30th June in any year shall be paid four percent (4%) of their gross earnings.
  - 2. Those employees with more than one (1) year's service but less than five (5) years as of 30th June in any year will receive two (2) weeks vacation with pay computed at four percent (4%) of their gross earnings.
- (b) Employees with five (5) years of service as of 30th June in any year but less than ten (10) years of service will receive three (3) weeks vacation with pay computed at six percent (6%) of their gross earnings.

72

73

10-04 (c) Employees with ten (10) years of service as of 30th June in any year but less than nineteen (19) years of service, will receive four (4) weeks vacation with pay computed at eight percent (8%) of their gross earnings.

9-05 (d) Employees with nineteen (19) years of service or more as of 30th June in any year will receive five (5) weeks vacation with pay computed at ten percent (10%) of their gross earnings.

(e) Effective 1991, employees with twenty-seven (27) years of service or more as of 30th June in any year will receive six (6) weeks vacation with pay computed at twelve percent (12%) of their gross earnings.

E.02 Employees who, after 30th June and prior to 31st December in that year, reach the service required to qualify them for an additional week of vacation will be granted that week at two percent (2%) of their gross earnings during the vacation year. This additional week must be taken at the convenience of the Company but before 31st December in the year.

E.03 PLANT SHUTDOWN

(a) Plant shutdown will occur during the weeks commencing Monday, July 1, and Monday, July 8, 1991. Employees will return to work on Tuesday, July 16, 1991. In 1992, the plant shutdown will occur during the period of Monday, June 29, to Monday, July 13, 1992. Employees will return to work on Tuesday, July 14, 1992.

(b) Vacation pay will be paid on the Thursday prior to the shutdown each year.

(c) Employees eligible for three (3) weeks vacation or more shall be allowed to be on vacation for the week prior to the shutdown period subject to the requirements of the business.

E.04 Employees who leave the Company shall be paid any earned vacation pay at the time of leaving according to the aforementioned provisions.

E.05 Every employee shall take his vacation in the vacation year in which he becomes eligible for it and the vacation period shall not be accumulated from year to year.

E.06 It is understood and agreed that employees will be paid for their vacations during the week prior to the week vacations are to be taken. The vacation pay will be determined by the number of weeks of vacation to be taken at that time.

E.07 It is understood and agreed that the vacation entitlement or parts thereof will not be used to avoid lay-off.

E.08 In the event of problems arising through the scheduling of holidays, seniority shall be the deciding factor.

E.09 The Company agrees that refusal of the requested vacation time shall not be arbitrary and decisions shall be subject to review should the employee so desire, Should the time frame originally requested by the employee subsequently become available, employees will be reconsidered in order of seniority.

E.10 It is understood that scheduling of vacations will be done in accordance with the efficient operation of the business, In no event will the Company have to shut down a line because of the unavailability of qualified employees.

SCHEDULE "F"  
PAID PLANT HOLIDAYS

53  
130

F.01 The following paid plant holidays shall be observed:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	The Day Before Christmas Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

One (1) Floating Holiday to be used as "Heritage Day", if and when proclaimed. Otherwise it will be used during the Christmas Holiday Period.

One (1) Floating Holiday to be used in December.

Each employee shall, for each of the holidays listed above, be paid his regular rate for the number of hours he would have worked, if the time lost had not been declared a holiday, provided:

- (a) He has completed his probationary period.
- (b) He completes his assigned shift before and after the holiday.
- (c) An employee may further qualify for holiday pay if his absence from the assigned shift before and /or after the holiday was due to a death in the immediate family as described in Article 13.02. Or, the employee is absent on either day by reason of a certifiable sickness, i.e. - those who have qualified for sick pay, Workers' Compensation, or those on Union Business.
- (d) If a paid plant holiday falls within an employee's vacation period he shall receive an extra day off with pay. The day off shall be taken at the end of the vacation period in which the holiday occurs.

Employees receiving a higher rate on a temporary basis will receive the higher rate for the paid plant holiday.

F.02 On Remembrance Day, two (2) minutes silence will be observed at 11:00 a.m.

F.03 All time worked on a Saturday or Sunday which falls during a long weekend in which a paid plant holiday occurs shall be paid at the rate of triple (3x) times the employee's regular rate of pay.

*17/1 28/1*

SCHEDULE "G"  
PENSION PLAN

G.01 Employee required contributions shall be based on regular earnings only.

G.02 The Company agrees to provide a Pension Plan financial statement.

*30/1 31/1-K*

SCHEDULE "H"  
SEPARATION

H.01 If it becomes necessary to close the plant, or a major unit such as a department and it is not expected that those affected will be re-employed, a separation allowance will be paid to employees subject to the following:

- 20 23/26 24/31*
- (a) They have one (1) or more years seniority.
  - (b) They are actively employed with the Company and accumulating seniority or have been laid-off within a thirteen (13) week period preceding the day of notice of closing. Employees on leaves-of-absence and employees receiving Workers' Compensation or off sick will be eligible, provided they have not been off work in excess of of the time limits corresponding to seniority as set out in Article 12.06.
  - (c) They have not refused an offer of employment by the Company at the same location.
  - (d) They have not refused an offer of employment the requirements of which are not substantially different from the work previously performed and provided they cannot be reasonably expected to perform the offered work satisfactorily.
  - (e) They have not been granted retirement on pension.
  - (f) They have not been transferred to another plant.
  - (g) The Company shall not be deemed to be in default with respect to non-performance on any obligation hereunder, if so long as its non-performance is due, in whole or in part, to any cause beyond its reasonable control, such as fire, explosion, etc.



- (h) In order to qualify for separation allowance, employees will continue to work in a satisfactory manner as long as required.
- (i) The scale of separation allowance shall be as follows:

<u>YEARS OF COMPLETED SERVICE</u>	<u>AMOUNT/YEAR</u>
1 - 10	1 Week
11 - 19	1 1/2 Weeks
20 - Upwards	2 Weeks

Example: Employees with 25 years service

First 10 years service	- 10 Weeks Pay
Next 9 years service	- 13 1/2 Weeks Pay
Next 6 years service	- 12 Weeks Pay
25 years total service	<hr/> 35 1/2 Weeks Pay

Employees who accept separation pay under the provisions of this clause shall on so doing terminate their seniority and employment relationship with the Company and shall have no further rights under this Agreement or under any other Agreement between the signing parties.

Pay in lieu of notice as outlined in Article 12.07 shall not apply when payments are made under this clause. The Company will give notice of its intention to close a plant at least ninety (90) calendar days prior to such closing.

#### SCHEDULE "I" - SUMMER STUDENTS

The Company agrees to resume the preferential hiring of sons and daughters of employees during the summer period, subject to the following:

- (a) The summer period is considered to be May 1 through Labour Day.
- (b) Persons hired during this period will be advised on hiring that the period of employment will be for a fixed period and they will have no rights with respect to employment beyond the date so established.
- (c) Summer Students will have no entitlement to fringe benefits excepting statutory holidays and then only when they have completed their probationary period.
- (d) No more than one (1) person per family shall be hired until all those who have applied have been satisfied.
- (e) The Company reserves the right to exercise standard selection procedures in deciding on hiring and job assignment.

**SCHEDULE "J"**  
**TRUCK DRIVERS**

The following shall clarify the Traffic positions as outlined in Schedule "B".

1. **Tractor/Trailer**

Driving within a one hundred and fifty (150) mile (240 kilometre) radius of the Gladstone location.

2. **Long Haul Tractor**

Driving beyond a one hundred and fifty (150) mile (240 kilometre) radius of the Gladstone location. Drivers are to be paid on a mileage basis of forty-three cents (\$0.43) per mile (\$0,269 per kilometre), In addition, a drop rate of thirty-four dollars and fifty cents (\$34.50) is applied as appropriate.

Drivers who are on the highway over the normal lunch period will be allowed five dollars and fifty-seven cents (\$5.57) and if on the highway over the second meal period (supper) on the same day will be allowed five dollars and ninety-nine cents (\$5.99) for the meal. All claims for the five dollars and ninety-nine cents (\$5.99) allowance must be supported with receipts.

3. **Truck Drivers' Uniforms** will be paid for by the Company. However, should the truck driver leave the employ of the Company within six (6) months of the purchase of the uniform, he shall pay the full cost of uniforms purchased.

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