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|-------------------|-------|----|----|
| SOURCE            | union |    |    |
| EFF.              | 99    | 02 | 01 |
| TERM.             | 2002  | 01 | 31 |
| NO. OF EMPLOYEES  | 60    |    |    |
| NOMBRE D'EMPLOYES | LP    |    |    |

## COLLECTIVE AGREEMENT

BETWEEN

**DOVER FLOUR MILLS**  
a Division of Dover Industries Limited,  
Cambridge, Ontario

(Hereinafter called the "Employer")

- and -

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 175**

(Hereinafter called the "Union")

### TERM OF AGREEMENT:

February 1, 1999 - January 31, 2002

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**BETWEEN**                    **DOVER FLOUR MILLS**  
a Division of Dover Industries Limited,  
Cambridge, Ontario

(Hereinafter called the "Employer")

- and -

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 175**

(Hereinafter called the "Union")

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**PREAMBLE:**

**WHEREAS** it is the desire of both parties to this Agreement:

- (a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions in all matters pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency in operation;
- (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

**NOW THEREFORE WITNESSETH** that the parties hereto agree as follows:

**ARTICLE 1 - RECOGNITION**

I.01 The Employer recognizes the United Food and Commercial Workers International Union, Local 175, as the bargaining agent of all employees of Dover Flour Mills, a Division of Dover Industries Limited, in Cambridge and Chatham, Ontario, excluding sales staff, office supervisor, forepersons and those above the rank of office supervisor and forepersons.

- 1.02 The term "employee" as used in this Agreement shall mean only those employees who are included in the bargaining unit, as described in Article 1.01 above. For the purposes of interpretation, whenever the feminine gender is used in this Agreement, it shall be deemed to include the masculine, and the singular shall include the plural and vice-versa, wherever the context so requires.
- 1.03 The Employer shall not enter into any agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively.
- 1.04 The employees of the Employer not covered by this Agreement shall not perform work normally performed by bargaining unit employees, except for:
- a) instruction and training of employees;
  - b) in the absence of regular employees until a regular employee is available;
  - c) testing and development of equipment.
- The Supervisors will not perform bargaining unit work beyond their present practice. In no case shall the above result in a loss of employment, layoff, or loss of any hours for bargaining unit employees.
- 1.05 The Employer agrees that if the existing operations, in whole or in part, are transferred to a different location, the present employees will be offered comparable employment at the new location.

## **ARTICLE 2 - UNION SECURITY**

- 2.01 (a) Employees on the payroll of the Employer as of the date of ratification who are members of the Union in good standing must thereafter remain members of the Union.
- (b) Employees on the payroll of the Employer as of date of ratification shall become and thereafter remain members of the Union in good standing.
- (c) All employees of the Employer hired on or after date of ratification shall, upon completion of their probation, become and thereafter remain members of the Union in good standing.
- (d) The Employer shall remit to the Union, within fifteen (15) calendar days following completion of the probationary period, the United Food and Commercial Workers International Union Membership Application Form signed by the new employee.

- 2.02 (a) (i) The Employer shall, **during** the term of **this** Agreement, **as a** condition of employment, deduct **from** members of the **bargaining** unit, the regular weekly Union Dues and such Dues **shall** be **remitted** to the Union prior to the fifteenth (15th) of the month following the month in which **such** deduction is made.
- (ii) The Employer shall **collect** membership initiation fees **as may** be established by the Union and forward application forms and such fees to the Union with the regular monthly dues remittance.
- (b) A remittance statement shall be documented by location containing the **full** name, current address, phone number and date of **hire** of each employee including new hires, and the amount deducted (or the reason a deduction was not made). **The** Employer shall provide **the** Union with a copy of the computer tape containing the aforementioned information, if and when such tape is available.
- (c) The Employer agrees to record the **annual** Union dues for each employee **on his T4 form**.
- 2.03 The Union shall provide the Employer with thirty (30) **days written** notice of any increase or decrease in the amount of **dues to** be deducted from **the** bargaining unit employees.
- 2.04 The Union shall **indemnify and** save harmless the Employer, its agents **and/or** employees acting on behalf of the Employer, **from** any and all claims, demands, actions or causes of action arising out of, or in **any** way connected with the collection and remittance of such dues.
- 2.05 The Employer agrees to acquaint new employees **with** the fact that **a** Union Agreement is in effect and with conditions of employment **set** out in Article 2.01 and 2.02.

2.06 **Union Shop Cards**

It will be **the duty** of the Employer to prominently display Union shop **cards** in all of their establishments where **any** Union Members **are** employed. **Those** cards shall remain the **property** of the Union and the Employer shall have their usage **only** until such time **as the** Union shall request their return. The Employer agrees **to** surrender the same immediately upon demand **by** the Union.

**ARTICLE 3 - UNION STEWARDS AND COMMITTEES**

- 3.01 No individual employee or group of employees shall undertake **to** represent the Union at meetings **with the** Employer **without** proper authorization of the **Union**.

In order that this may be carried out, the Union will supply the Employer with the names

of its Business Representatives. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- 3.02 The bargaining unit employees have the right, at any time, to have the assistance of a Business Representative of the United Food and Commercial Workers International Union when dealing with the Employer, Such Business Representative shall have access to the Employer's premises, provided he first reports to the Plant Manager or his designate.
- 3.03 Any employee who so desires it, shall have the right to review his personnel record in the presence of the Union Steward and a member of Management, upon making a request for same in advance. Such review is to take place at such time and place within the unit as may be designated by Management. If any employee so affected objects to the material contained in such record, such objection may be made the subject matter of a grievance and be processed in accordance with the provisions of Article 7 herein. Times designated by Management will be reasonable.
- 3.04 (a) The Union shall have the right to appoint or otherwise select Union Stewards from amongst employees within the bargaining unit who have completed their probationary period. The number of Stewards not to exceed six (6), including the Chief Steward.
- (b) The Union shall notify the Employer in writing of the name of each steward and the Chief Steward, and, where applicable, each Committee Member, before Management shall be required to recognize any person so selected.
- (c) The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer and may not leave their regular duties without notifying their immediate supervisor. Each steward shall, with the consent of their supervisor, be permitted to leave their regular duties for a reasonable length of time without loss of pay, to function as a steward as provided in this Collective Agreement. Such consent from the supervisor shall not be unreasonably withheld.
- 3.05 On commencing employment, the employee's immediate supervisor shall introduce the new employee to the Union steward who will provide the new employee with a copy of the Collective Agreement.
- 3.06 **Business Representative**

Subject to the following conditions, a Business Representative of the Union will be entitled to visit a unit covered by this Agreement during working hours at reasonable times to inspect working conditions, provided the Business Representative first reports to the Plant Manager or his designate.

- 3.07 (a) The Employer agrees that whenever a meeting is held with an employee where the subject ~~matter~~ is intended to become part of such employee's record regarding the employees ~~work~~ or conduct, a steward will be present as a witness. The employee may request that the steward leave the meeting.
- (b) In the event a steward is not available, ~~this~~ condition will be brought to the attention of the employee. The meeting that becomes ~~part~~ of the employee's record will then be postponed until the steward is available.
- (c) If the meeting ~~is~~ held ~~without~~ the ~~steward~~, any conclusions, ~~verbal~~ or written, will be null and void except in ~~the~~ case where the employee requested the steward to leave, or ~~as~~ specified in Sub-section 3.07 (d).
- (d) Where the Employer feels that the maintenance of good order in the work place requires a meeting ~~with~~ the employee for the purposes of administering discipline in the ~~form~~ of a suspension or discharge, and no steward is available in the Plant, the Employer ~~may~~ administer ~~such~~ discipline, ~~and~~ issue to ~~such~~ employee a note or memorandum confirming the fact of such suspension or discharge, ~~and~~ provide a copy of the notice to the Union Steward within two (2) working days of the administration of the penalty.

A meeting to discuss the Employer's reasons for ~~such~~ discipline will be held when the steward is available. For the sole purpose of filing a grievance, the ~~date~~ of occurrence will be the date of such meeting.

- 3.08 The Negotiating ~~Committee~~ shall consist of Business Representatives of the Union and not more ~~than~~ three (3) bargaining unit employees appointed or elected by the Union. Employees appointed by the Union to the Negotiating Committee, who are required to be in attendance at negotiating sessions, shall be paid their hourly rate or its equivalent to a maximum of their basic work ~~day~~ for all time spent at negotiations, up to ~~and~~ including conciliation.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Management of ~~the~~ Employer's operation ~~and~~ the selection and direction of all employees shall continue to be vested with ~~the~~ Employer, except ~~where~~ specifically abridged by the terms of ~~this~~ Agreement,

#### **ARTICLE 5 - NO DISCRIMINATION**

- 5.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to ~~any~~ employee in ~~the~~ matter of ~~hiring~~, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge,

membership or activity in the Union, political or religious affiliation, **race**, creed, colour, handicapped, sex, sexual orientation, age or marital **status**. The Employer **also agrees to** abide by applicable legislation governing any employee in the Province of **Ontario** and/or under **the Canada Labour Code**.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

- 6.01 The Employer will not cause or direct any lockout of its employees, and the Union will not cause or direct any strikes.
- 6.02 The definitions of the terms "strike" **and** "lockout" shall be in accordance with the **Canada Labour Code**.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 **Any** complaint, disagreement, or difference of opinion between **the** Employer and the Union, or between the Employer **and an** employee covered by **this** Agreement which concerns the interpretation, application, operation or alleged violation of the terms **and** provisions of **this** Agreement and/or applicable legislation may be considered **as** a grievance.
- 7.02 Grievances may be presented within five **(5) work** days following the event giving **rise** to such grievance, or from the time **an** employee reasonably should **have** been aware of the **alleged** grievance.
- 7.03 **Step No. 1**  
It is the mutual desire of the parties hereto, that complaints of employees shall be adjusted **as quickly as** possible. If **an** employee **has an** unsettled complaint; **then,**
- The employee and **the** employee's steward **may** take the matter up verbally **with** their immediate supervisor. The supervisor shall render **his** decision in writing within three **(3) working** days of **the** receipt of the complaint.

### **Step No. 2**

Failing settlement at **Step No. 1**, the Chief Steward **and/or** the employee shall submit the written grievance **within seven (7) calendar days to** their supervisor or designate. The supervisor or designate shall render the Company's decision in **writing** to the Chief Steward **and the** employee **within seven (7) calendar days after** presentation at **this** Step.

### **Step No. 3**

Failing settlement at **Step 2**, a Business Representative of the **Union may within** ten **(10) calendar days**, schedule a meeting with the Employer or designate. The Chief Steward and/or the employee may be present at **such** meeting. Upon completion of **this** meeting,



the Employer or his designate shall render the Company's decision within ten (10) calendar days.

Failing settlement at Step No. 3, the grievance may be submitted to arbitration within twenty-one (21) calendar days after the decision has been received at Step No. 3.

7.04 **Group Grievance**

The Employer will recognize a group grievance as one which affects more than one employee with respect to whom the issues and facts are substantially the same.

7.05 **Policy Grievance**

Any differences arising directly between the Union and the Employer, relating to the interpretation, application or alleged Violation of the Agreement and/or applicable legislation may be presented by either party as a Policy Grievance within twenty (20) calendar days after the date when the subject matter of the grievance first arose commencing at Step No. 2. It is understood, however, that the provisions of this paragraph shall not be used with respect to a grievance directly affecting an employee(s) and that the regular grievance procedure shall not be by-passed unless the employee has refused to file a grievance within the prescribed time limits after being so requested by the Union and the alleged grievance directly affects the interest of other employees,

7.06 **Discharge or Discipline Grievances**

A claim by an employee that he has been disciplined or discharged without just cause will be treated as a special grievance commencing at Step No. 3 of the Grievance Procedure, provided the grievance is submitted within five (5) calendar days after the discipline/discharge occurs.

Such special grievances may be settled by confirming the discipline or discharge, or by reinstating the employee with full compensation, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

It is agreed that the stewards will be notified immediately of the dismissal of any employee in the bargaining unit.

Where an employee receives a written disciplinary warning and receives no further written discipline for a period of eighteen (18) clear months from the date of the warning, or the warning is withdrawn by grievance or arbitration procedure, such warning shall be removed from the employee's record and shall not be used in any subsequent disciplinary action or arbitration proceedings.

**ARTICLE 8 - ARBITRATION**

8.01 When either party requests that a grievance be submitted to arbitration as provided under Article 7, it shall make such a request in writing addressed to the other party to this Agreement and, at the same time, nominate a nominee.

Within seven (7) calendar days thereafter, the other party shall nominate their nominee provided, however, that if such other party fails to nominate their nominee **as** herein required, and unless the **time has** been extended by **mutual** agreement between the **two** parties, the Federal Minister of Labour shall have power to effect **such** appointment upon application thereto by the party invoking arbitration procedure.

The two (2) nominees so **nominated** shall confer immediately and shall attempt to select, by agreement, a Chairperson of the Arbitration Board. If they are unable to agree **upon** such Chairperson within a period of seven (7) calendar days **after the** nomination of the second nominee, they or either of them may request the Federal Minister of Labour to appoint a Chairperson.

- 8.02** No person may **be** appointed a nominee who has been involved in **an** attempt to negotiate or settle the grievance.
- 8.03** No matter may be submitted to arbitration which has not been carried through all previous steps **of** the Grievance Procedure.
- 8.04** Each of the parties hereto shall bear the expenses of the representative appointed on its behalf, and the parties hereto shall jointly bear the expense of **the** Chairperson of **the** Board of Arbitration.
- 8.05** Any and all time **limits** referred to under the Grievance and Arbitration Procedures herein **may, at** any time, be extended by written agreement between the Employer **and** the Union.
- 8.06** The decision of the majority of the Arbitration Board shall be the decision of the Board, and shall be **final** and binding on the Employer, the **Union and the employee(s)** affected, provided, however, **that** in no event shall the Board of Arbitration have **the** power to change this Agreement or to alter, modify, or amend any of its provisions, nor to make **any** decision **in** conflict with the provisions of this Agreement.
- 8.07** In determining any discharge, the Board of Arbitration shall have **the** authority to:
- (a) affirm **the** Employer's **action and dismiss the** grievance, or;
  - (b) set aside the penalty imposed by the Employer and restore the **grievor** to the **grievor's** former position with or without compensation, or;
  - (c) vary or alter **the** penalty imposed by the Employer, or make such other determination **as** the **Board** in its discretion may deem just **and** reasonable.
- 8.08** At **any stage** of the Grievance Procedure, including Arbitration, the parties may have **the** assistance of the **employee(s)** concerned **as** witness(es) and any other necessary witnesses. All reasonable arrangements will be made to permit the **conferring** parties or the arbitrators to have access to **any part of** the Employer's premises **to** view **any** working

conditions **which** may be relevant to the settlement of the grievances. Time spent during **the** grievance or arbitration process shall be deemed to be time worked up to the basic worked day or work week.

- 8.09 The parties may agree to appoint a Single Arbitrator rather than **an** Arbitration **Board**, in which case all references to 'Arbitration Board' **shall** be read **as** 'Single Arbitrator' throughout this Article.

## **ARTICLE 9 - HEALTH AND SAFETY**

- 9.01 The Union and the Employer shall cooperate **in** maintaining regulations which will afford adequate protection for the employees.
- (a) The Employer shall **maintain** sanitary arrangements throughout the unit, provide proper safety devices and give proper attention to the elimination of any condition **of** employment which is **a** hazard to the safety or health of **the** employees.
  - (b) Where the nature of the **task** assigned to **an** employee requires the use of special equipment or protective clothing, such equipment or clothing **shall** be provided **by** the Company, within a reasonable period **after** notification **by** the Unit Safety Committee.
- 9.02 A Safety and Health Committee shall be established, comprised of at least two **(2)** representatives appointed by the Union **and** the equivalent number of representatives appointed **by** the Employer.
- 9.03 The Safety and **Health** Committee shall hold at least **one** (1) meeting per month, and all **unsafe** or hazardous or dangerous conditions shall be taken up **and** dealt **with** at such meetings. The Minutes of all Safety **and** Health Committee meetings shall **be** kept and posted, and copies of such Minutes shall be sent to **the Union and** the Employer, **and** one **(1)** copy to be posted.
- 9.04 The Safety **and** Health **Committee** shall be notified in writing of each lost time accident or injury. The **Safety** and Health Committee shall investigate and report in writing, **to** the **Union** and the Employer **as** soon **as** possible on the nature and cause **of** the lost time accident or **injury**.
- 9.05 **An** employee who is injured during working **hours and** is required to leave for treatment of such injury, shall receive payment for the remainder of the **shift at** their hourly rate of pay, **unless the** doctor states that the employee is fit for further work on that shift.

**9.06 Reinstatement under Bill 99 - Workplace Safety and Insurance Board (WSIB)**

The Company agrees to notify the Union through the Stewards, about any **and** all cases in which workers are being accommodated under Bill 99 of the Workplace **Safety and Insurance Board (WSIB)**.

**9.07 Bill 208**

The parties agree to abide by Bill 208 of the Health and **Safety** Act.

**9.08** The Employer shall provide **transportation to and** from the place of treatment or hospital, on **the** day of injury.

**9.09** The Employer reserves the right to formulate **and** publish from **time** to time, reasonable rules and regulations regarding **the use** and operation of machine equipment, special equipment or clothing, **and** facilities, **and** the terms **and** conditions **upon** which **special** or regular **work** assignments, equipment or clothing is to be used **and** issued to the employees.

**ARTICLE 10 - LEAVE OF ABSENCE**

**10.01** During leave of absence or layoff, the Employer shall continue to **make** payments on behalf of **the** employee to all Health **and** Welfare plans, for **the first** thirty **(30) days**. Seniority shall continue **to** accrue during any leave of absence or layoff. The employee shall be responsible for the rest of their absence and shall place **the Company** in funds for such purpose not later **than** the end **of** the month prior to the month for which the payment is **to** be made. The Company shall not be responsible for the lapsing or discontinuance of any insurance with respect to any employee who fails to place **the** Company in funds to make such payment on behalf of the employee,

**10.02 Personal Leave**

A leave of absence shall mean **an** absence **from** work requested by **an** employee in writing **and** consented to by the **Company** in writing. All requests for personal leave of absence shall be made to **the Human** Resources Manager or designate in writing by **the** employee concerned and **the** letter shall indicate in full the reason for requesting the leave of absence, **Any** leave granted shall be in writing, **within** fourteen **(14) days** of **the** request, covering a specified **period** of time. The granting or withholding of **a** leave of absence shall be in the discretion of the Company **and**, such approval shall not **be** unreasonably withheld, such leave shall be without pay, **and** the employee shall not work in any other position during such **leave** of absence unless agreed **to** by the Company in writing.

**10.03 Education/Union Convention Leave**

(a) The Employer may **grant** leave of absence without pay to **Union Stewards** to attend **Union** conventions or educational sessions. **This** may be restricted to two

(2) people at **one** (1) time. Such leave **must** be applied for **at** least two (2) weeks in advance.

- (b) **An** employee elected or appointed **to** a paid full-time position **within** the **Union**, **shall** be granted up to one (1) year leave of absence **without** pay.
- (c) The Employer will pay **the** lost wages of employees **who** are on leave of absence **at** the written request of the Union and **the Union will** reimburse the Employer **the** full amount of lost wages paid to the employees,

#### 10.04 **Jury Duty/Witness Leave**

- (a) When **an** employee **is** called upon to serve on a **jury**, or **as** a **Crown** Witness, the Company shall pay the difference between the fee from the Crown **and** **the** employee's basic wage rate exclusive of premiums provided
  - i) the employee furnishes proof of service **by** a statement of earnings supplied by the Court,
  - ii) the employee provides **the** Company with **at** least forty-eight (48) hours' notice of when the employee is to report or immediately upon notification;
  - iii) the employee returns **to** work if called and not kept. However, **the** employee shall **not** be required to report to work if less than two (2) hours of the employee's normal shift remains to be worked;
  - iv) **such** duty falls on a regularly-scheduled work day the employee would have worked.
- (b) When a night-shift employee or **an off-shift** employee is required **to** serve on a **jury** or appear **as** a Crown Witness **and** provides the Company with notice in accordance with **the** provisions of **a)** above, **the** employee will be considered **as** working a day **shift** and other employees will be substituted to fill in for the employee **on** the employee's regularly-scheduled **shift**.

#### 10.05 **Bereavement Leave**

- (a) An employee **who** has completed **their** probationary period, shall be granted five (5) regularly scheduled consecutive **work** days' leave without **loss** of **salary** or wages in **the** case of the death of **a** spouse, child, parent.
- (b) Three (3) **days'** leave **as** above will be granted for brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law.

- (c) One (1) day's leave ~~as~~ above will be granted for **any** relative who **has** been residing in the same household.
- (d) One (1) additional day's leave will be granted to attend funerals outside a radius of **four** hundred kilometres (**400 km**) ~~from~~ Cambridge with proof of attendance ~~from~~ the Church or funeral home.

10.06 **Maternity/Parental/Adoption Leave**

- (a) Maternity/Parental/Adoption Leave shall be granted as a right ~~as~~ per the **Canada** Labour Code. Without limiting the scope of the foregoing, maternity leave shall cover **the** period before and/or ~~after~~ the birth of a child. **Child** care (parental/adoption) leave shall cover a period of twenty-four (**24**) weeks.
- (b) The Employer shall not deny **an** employee the right to continue employment during the period of leave provided the concerned employee can carry out the duties ~~as~~ the job normally requires.
- (c) Where a **longer** period of leave is requested, **an** additional period ~~may~~ be **granted** to **the** point where the **total** period of Maternity/Parental/Adoption Leave is not greater ~~than~~ **fifty-two(52)** weeks.
- (d) When **an** employee decides to **return** to work after such Maternity/Parental/Adoption leave, she shall provide **the** Employer ~~with~~ at least two (2) weeks notice. **On** return ~~from~~ Maternity/Parental/Adoption leave, the employee shall be placed on the **same** job as at **the** same time **the** Maternity/Parental/Adoption leave commenced, While on Maternity/Parental/Adoption leave, **an** employee ~~shall~~ maintain full seniority status and continue to accumulate all seniority under ~~this~~ Collective Agreement.

10.07 **Election Leave**

Employees ~~shall be~~ allowed four (**4**) consecutive hours off before the closing ~~of~~ polls in any federal, provincial election.

10.08 **Education Leave**

Any employee required to take **an** educational course shall **have**:

- (a) The fee for the Course paid by the Employer if completed ~~with~~ at least 90% attendance, unless absent due to legitimate reasons.
- (b) If attendance is **during** the working hours, the time spent **at** the **Course** shall be paid for at the rates **and** conditions provided under ~~this~~ Agreement ~~as~~ though such employee were **at** work;

- (c) If the **Course** requires travel, the Employer will provide appropriate money or transportation fees to the employee.

10.09 **Disability Leave:**

An employee who because of illness or injury, whether work-related or not, requiring **an** absence from work of more **than** three (3) working days shall furnish evidence of such illness or injury. The employee shall furnish **supplementary medical** evidence of disability, from time to time, **as** reasonably required by the Company. Wilful failure or refusal to **furnish** evidence of disability or to attend for a **medical** examination **may** result in disciplinary action being taken by the Company. **The** Union will be notified two **(2)** days in advance of such action being taken. Before any employee **on** disability leave may return to **work**, they must satisfy **the** Company that they have recovered from the disability **and** they **are** able to perform their own job or **same** form of modified work.

**ARTICLE 11 - SENIORITY**

11.01 The parties agree **with** reference to probationary employees, that;

- (a) All employees, until they have been employed by the Employer for ninety (90) calendar days, shall be probationary employees.
- (b) During the probationary period, **the** probationary employee shall have no seniority standing, **and** will not **be** entitled to file a grievance concerning **dismissal**. Employees who have completed said probationary period and have been retained by the Employer **at** the expiration thereof, **shall** be credited with seniority **back** to **the** date of last hire.
- (c) Under no circumstances will **an** employee be required **to** serve **a** second probationary period.

11.02 (a) Seniority shall be defined **as** length of continuous employment with the Employer in **the** bargaining unit.

(b) Service shall be defined **as** length of continuous employment with the Employer, including part-time service.

(c) Service shall **be** used for **the** purpose of determining vacations **and** wage rates.

11.03 Within forty-five **(45)** calendar days of ratification **and** in **January, April, July & September** of each year thereafter, the seniority list, including **the** employees' seniority, **service date and** employment **status** shall be posted in **the** various departments **and** a copy mailed to the Union.

**11.04** An employee shall, subject to any bridging provisions, lose their seniority in the following circumstances:

- (a) if the employee is discharged for **just** cause and is not reinstated;
- (b) if the employee resigns voluntarily;
- (c) if the employee is laid **off** for a period in excess of twenty-four **(24)** consecutive months;
- (d) if, following layoff, the employee fails **to** return to **work** within seven (7) calendar days after receiving notice to do so **unless** on reasonable **grounds**, **the** employee is **unable to do so**. The employee shall keep the Employer informed of the employee's current address. The employee shall be deemed to have received notice to return to **work** if the Employer sends **the** employee **such notice** by registered **mail** to the employee's last **known address**.

**ARTICLE 12 - ~~CANCELLED~~ JOB POSTING, PROMOTIONS AND TRANSFERS**

**12.01** Where a job vacancy occurs or a new **job** is created the Employer shall post a notice of such vacancy on all bulletin boards within seven (7) calendar **days**. **Such** posting shall be for a **minimum** period of seven (7) calendar days, and a copy of the notice shall be sent to the **Union**. The notice shall set out a description of the job, **the** qualifications required of applicants for **the** job, the hours of work (**shift**) and the **wage** rate for the job. Any employee who is **absent** at **the** time a posting occurs, and who **has** made a request in writing prior to such absence, shall be considered for **job postings** occurring during the period of such absence. It is **understood and** agreed that there **shall** be no "standing" notice and that a **fresh** notice **must** be given in advance of **each** leave granted.

**12.02** In filling job vacancies, including promotions, the job shall be awarded **within** fourteen **(14)** calendar days of the posting. The Employer shall be governed by the following factors, **as** between **two** or more applicants:

- (i) The seniority of **the** employee involved; and,
- (ii) The qualifications and ability to do the job **in** a competent manner; and,

where the factors in **(ii)** have **been** met by two **(2)** or **more** employees, **the** factor in (i) shall govern the Employer.

If **none** of the applicants for **the** vacancy are qualified, **then the Company may fill the job from any** other source following discussion with **the Union**.

**12.03** Ability **to** do the job means ability **to** perform the requirements of **the** job following a **four** **(4)** week training and trial period for a technical position and a one (1) week period for



a non-technical period. The Employer may not curtail the training or ~~trial~~ period without just cause before it ~~has~~ run its normal course. In the event the employee is not able ~~or~~ does not wish to complete the training or trial period, or cannot satisfactorily perform the job following the training or trial period, he shall be returned to ~~his~~ former position, wage or salary rate, without loss of seniority; and any other employee who has been promoted or transferred because of the re-arrangement of positions shall also be returned to ~~his~~ former position, wage or salary rate, without loss of seniority.

12.04 No employee shall be transferred to ~~a~~ position outside the bargaining unit without the employee's consent. If ~~an~~ employee is transferred to a position outside the bargaining unit, the employee shall retain seniority accumulated up to the ~~date~~ of leaving the ~~unit~~, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with the seniority accumulated up to the date of transfer outside the unit.

12.05 No employee shall be temporarily transferred or assigned in excess of ten **(10)** working **days** to ~~another~~ position **within the bargaining unit** without the employee's consent. The senior employee with the skills and qualifications will have the option of ~~the~~ temporary transfer or assignment in the Department first, then in the **Bargaining Unit**. Should ~~this~~ not satisfy the temporary vacancy, then the Junior employee with the skills ~~and~~ qualifications shall be assigned.

If a consenting employee is transferred to another position, ~~such~~ employee shall have ~~the~~ right to return to the employee's former position within **sixty (60)** calendar days and any other employee affected by the transfer shall be returned to ~~the~~ employee's former position, without ~~loss~~ of wages ~~and~~ seniority.

12.06 New employees shall not be hired where there are employees on layoff who have the ability to do the job.

12.07 Only the original ~~job~~ and the job from which ~~the~~ transfer ~~was~~ made to the original job will be posted. Any further vacancies will be filled from any source available but, ~~will~~ not be posted. The Company agrees to recognize the principle of seniority.

12.08 A successful applicant for ~~a~~ posted job shall not be permitted to ~~apply~~ again for **six (6)** months ~~unless~~ mutually agreed to by the Company and the Union.

12.09 Temporary Transfers

An employee who is temporarily transferred to a different ~~job~~ classification within the bargaining unit shall be paid while ~~so~~ employed ~~as~~ follows:

- a) If the transfer ~~is~~ for the convenience of the Company and if the pay rate in the classification to which ~~the~~ employee is transferred is ~~less~~ than the rate in the employee's regular ~~classification~~, the employee shall receive ~~his~~ regular rate of **pay**.

- b) If the transfer is for the convenience of the employee or in lieu of layoff, and if **the** pay rate in **the** classification to which the employee is transferred is less **than** the employee's rate, the employee shall receive **the** lesser rate of pay.
- c) If the transfer **is** to a higher classification, the employee will receive the higher rate.
- d) **An** employee who bids or is permanently transferred for the employee's **own** convenience to a lower job classification will receive the lesser rate of pay.

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If **an** employee is transferred **to** a position outside the bargaining unit, the employee shall retain their seniority accumulated up to that date of leaving the unit, but will not accumulate further **seniority**. Such employee **shall** have **the** right to **return** to a position in the bargaining unit consistent with the employee's seniority accumulated up to the date of transfer outside the unit.

### **ARTICLE 13 - LAYOFF AND RECALL**

13.01 In the event of layoff, the following procedure will be followed:

- Probationary employees will **be** laid **off** first; **then**,
- Employees in the reverse order of their bargaining unit-wide seniority.

It is understood that the remaining employees **as** outlined above must have **the** ability to perform the normal requirements of the remaining jobs.

13.02 The Employer shall notify employees **who** are to be laid **off** seven **(7)** calendar days prior to the effective **date** of layoff, or award pay in lieu thereof, unless a **greater** period of notice is required by legislation, in which case such greater period **of** notice or **pay** in lieu thereof shall be given. If not possible to give seven **(7)** days notice, **as** much advance notice will **be** given **as** is possible. The above will not apply to the junior four **(4)** employees.

13.03 Employees shall have bumping rights in accordance **with** their seniority, e.g., Senior employees **whose** job **is** not functioning would have the right **to** displace junior employees in the **same** Department **first**, then bargaining unit, provided they **have** the skills **and** qualification.

13.04 Employees shall be recalled in the order of **their** Bargaining Unit seniority, then **in** their Department where **jobs** become available, provided they have the ability to perform such jobs following a reasonable trial or training **period**. **The** Employer **shall** give notice of recall **by** registered mail to **the** last recorded address of **the** employee. **The** employee shall keep the Employer advised at all times of a current address.

13.05 No new employee shall be hired until those laid off have been given the opportunity of recall. Laid off employees **who wish** to be notified of job vacancies **other than** those to which they have recall rights may **signify** their desire in writing prior to layoff and shall be entitled to apply for such jobs.

#### **ARTICLE 14 - WAGES AND CLASSIFICATIONS**

14.01 Job classifications are set out in Schedule "A" of **this** Agreement. They **shall** not be changed or deleted, nor shall the **jobs** themselves be altered or amended without discussion with the Union.

14.02 Where a new **job** is established or where existing job duties are changed or the volume of work increased or decreased or where **an** employee is incorrectly classified, the appropriate classifications, job descriptions, rates of pay **and** other related matters shall be discussed **between** the Employer **and** the **Union**. Failing agreement, the dispute may be the subject of a grievance.

14.03 The Employer shall pay **salaries and** wages **as** set out in Schedule "A" attached hereto and forming part of **this** Agreement. Each employee shall be provided **with an** itemized statement of **his** wages, overtime, and other supplementary pay **and** deductions. **Wages** shall be paid weekly. The Employer may not make deductions **from wages** unless authorized **by** statute, court order, arbitration award, or by mutual agreement **with** authorization by the Employer.

14.04 Supplementary agreements, if **any, must** be in writing and agreed to **by** both parties, and shall form part of **this** Agreement and shall be subject to the Grievance **and** Arbitration Procedures.

#### **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

15.01 The normal hours of **work** for full employees shall consist of five (5) days, Monday through Friday, **eight (8) hours** of work per day, and **forty (40) hours** per week; it being understood that **nothing** herein shall constitute a guarantee of the hours of work per day or per week, or a **limit** of work. For Official Time **beginning** eight (8) hours prior to the preceding **work** and the preceding **forty (40)** will read thirty-five (35) hours.

15.02 In the scheduling of **the** normal hours of work, the Employer **agrees** that hours will be scheduled **as** follows:

- (a) first, to employees by **seniority** to a maximum of eight (8) hours per day and forty (40) hours per week, provided they have the qualifications and ability to perform the work required; then,

- (b) hours of work that become available due to employees not reporting for work as scheduled or additional hours of work required by the Employer shall, if required, be scheduled in accordance with (a) above, except for Truck Drivers and their helpers which will be subject to availability.

15.03 A work schedule shall be posted in the department on each Thursday by noon, or as soon as possible, showing the scheduled working hours for each employee covered by the Agreement for the succeeding week and no change in such schedule shall be made without advance notice or in the event of sickness, accident, bereavement, fire, flood, or other similar circumstances beyond the control of the Employer. Truck Drivers will be given as much advance notice as is reasonably possible. The Union steward shall be given copies of all work schedules.

15.04 **Rest Periods**

- (a) Plant employees will receive fifteen (15) minutes paid rest period every two (2) hours of work. The third (3rd) paid rest period in an eight (8) hour shift will be in lieu of a lunch break.
- (b) For Lab and Office employees, the meal period will be one-half (1/2) hour unpaid or one (1) hour unpaid, as mutually agreed upon. The meal period shall be taken not less than four (4) hours nor more than five (5) hours after the starting time of the shift.
- (c) For Lab and Office, employees will be granted a fifteen (15) minute rest period without loss of pay during each half of each shift as near to the mid-point of the half shift as is practicable.
- (d) An additional fifteen (15) minutes paid rest period will be granted at the end of eight (8) or seven (7) hours of work, if the additional work is expected to last for two (2) hours or more.

15.05 (a) **Reporting Pay:** Employees reporting to work at their normal starting time without previous notification not to do so shall be given a minimum of four (4) hours' work or four (4) hours' pay at the prevailing hourly rate.

- (b) **Call-in Pay:** Employees called in to work will be paid one and one-half (1 ½) times their normal rate of pay for all hours worked with a guarantee of two (2) hours.

- (c) **Call-in rotation (Maintenance only):**  
Maintenance personnel unable to be on call must:
  - Notify the Maintenance Supervisor immediately.

- **Try** to arrange for another maintenance staff member **to** cover the time. If the employee is unable **to** make an arrangement, the Maintenance Supervisor will offer the work to the most senior employee first. If **no** employee agrees **to** be on call, the Maintenance Supervisor can appoint the employee **by** reverse seniority. The maintenance member on call must wear **the** pager provided **by** the Company.

- (d) **Maintenance:** Maintenance personnel required **to** carry a pager **will** receive a bonus of thirty dollars **(\$30.00)** when called in to work. **No** more than one **(1)** bonus **will** be paid per weekend **(10 p.m. Friday to 10 p.m. Sunday)**.

15.06 (a) **Shift Premium:** Employees scheduled **to** work the 2:00 p.m. to 10:00 p.m. **shift** shall be paid a **shift** premium of fifty cents (50¢) per hour.

(b) Employees scheduled to work 10:00 p.m. **to** 6:00 a.m. **shift** shall be paid a **shift** premium of **fifty** cents (50¢) per **hour**.

(c) Where more **than** forty percent **(40%)** of **an** employee's scheduled **shift** commences and **falls** within the hours of **(a)** and **(b)** above, **the** employee will receive **the** shift premium for the employee's scheduled **shift**.

15.07 Employees shall not be required to work a split **shift**.

15.08 Shift selection including temporary **postings** and **assignments** will be awarded by department **seniority** excluding Millers and Maintenance personnel. Employees may bid for vacant positions on **shifts** when a position becomes vacant.

15.09 Overtime

(a) Time and one-half (1½) the employee's **regular** hourly rate of pay shall be paid for all time paid in excess of eight **(8)** hours per **day** or forty **(40)** hours per week. The opportunity to work overtime shall be offered **to** employees by seniority. For **Office and Lab employees**, the preceding eight **(8)** will read seven **(7)** and the preceding forty **(40)** will read thirty-five (35).

Commission Drivers on commission **runs** are excluded **from** **this** provision.

(b) There shall be no duplication of overtime premiums.

(c) Overtime on **Saturday and Sunday work** shall be on a voluntary basis, **to** senior employees first with skill and qualifications **to** perform the work. **Due** to the nature of the **business**, employees will be encouraged **to** cooperate to work overtime, when possible. In the event no senior employees volunteer, then the

**most** Junior employee with the skill and **qualification** in the department shall be **assigned** to perform the overtime work.

- (d) All work performed on Saturday shall be paid **at** one and one-half (1½) times the employee's regular hourly rate of **pay**. Exceptions to this is the Milling Department. **In** the Milling Department Saturday overtime of time and one half (**1%**) shall only be paid when the employee **has** accumulated forty (**40**) regular hours of work, or has approved time off authorized **by his supervisor."**
- (e) All work performed on Sunday or on a Paid Holiday shall be paid at double time (2) times the employee's regular hourly rate of pay.

- 15.10 (a) Overtime before or after a **shift** will be offered on a **seniority** basis within each Department.
- (b) Weekend overtime will be offered on a **seniority basis** within each **Department**.
- (c) In the event after overtime is offered by seniority and **is** required due to unforeseen problems, employees with the **lowest** seniority capable of performing the **job** required will be assigned to perform the overtime required. A reasonable amount of overtime shall **only** be assigned to complete the overtime task.

15.11 **Shift Work:** Shift times will be as follows:

|                 |   |                   |
|-----------------|---|-------------------|
| Night Shift     | - | 10 p.m. to 6 a.m. |
| Morning Shift   | - | 6 a.m. to 2 p.m.  |
| Afternoon Shift | - | 2 p.m. to 10 p.m. |

Millers will work rotating shifts on one (**1**) week intervals. Maintenance personnel will work rotating shifts on **two (2)** week intervals.

- 15.12 **For** pay calculation purposes the **normal** Monday to Friday work week will start at 10 p.m. on Sunday through 10 p.m. on Friday. Saturday will be from 10 p.m. on Friday to 10 p.m. on Saturday and Sunday will be from 10 p.m. on Saturday to 10 p.m. on Sunday.

## **ARTICLE 16 - VACATIONS**

16.01 Vacations with pay will be granted by the Employer in accordance with the following:

- (a) More than **six (6) months** and less than one (1) years' service **as** of the date of hire - one (1) **day off** with pay for each **month** of employment to a **maximum** of ten (10) days with pay of four percent (**4%**) of **T4 earnings**.

- (b) One (1) year but less than five (**5**) years' service **as** of day of hire - two (**2**) weeks off with pay or four percent (**4%**) of **T4** earnings.
  - (c) Five (**5**) years' but less than twelve (**12**) years' service **as** of the date of hire - three (3) weeks **off** with pay of **six** percent (6%) of **T4** earnings.
  - (d) Twelve (**12**) years' but less **than** nineteen (19) years' service **as** of the date of hire - **four** (**4**) weeks off with pay of eight percent (**8%**) of **T4** earnings.
  - (e) Nineteen (19) or more years of service **as** of the date of hire - five (**5**) weeks **off** with pay of ten percent (10%) of T4 earnings.
- 16.02 Vacation pay for each week of vacation shall be at the applicable percent of **gross** annual earnings **as** recorded on the employee's **T4** including **Workers** Compensation if the employee is on compensation for less **than** thirteen (13) weeks. "Earnings" include, but are not limited to, wages, premiums, the previous year's holiday pay **and** vacation pay, Workers Compensation, **sick** leave and income disability benefits,
- 16.03 An employee shall not be permitted to accumulate vacation **from** one calendar year to another.
- 16.04 The **summer** vacation period is June 15th to September 15th. During the month of January, the Company will post in each Department a "Request for Vacation" form. Employees shall designate thereon their preferred vacation period or periods. Employees who are entitled to more **than** two (**2**) weeks' vacation in any year shall not take more than **two** (2) weeks' vacation during the **summer** vacation period, **unless** mutually agreed. The vacation schedule shall be completed by the Company and posted up in the Department not later than the end of the **first** week of April and **shall** not be changed unless mutually agreed by the employee and the Employer. In each **case** of conflict between two (**2**) or **more** employees in vacation period choices, **the senior** employee will have preference provided the Company is able to **maintain** a qualified work force in the Department sufficient to do **the** necessary work. Vacation periods shall be granted by **seniority** according to Department and shift.
- 16.05 Employees shall receive their vacation pay, in total or prorated at the employee's choice, **on** their last **regular** pay day **prior to** their **first** week of vacation.
- 16.06 An employee may be entitled to receive vacation in **an** unbroken period, if mutually agreed upon by the employee concerned and **the** Employer.
- 16.07 (a) An employee who terminates employment for whatever reason shall be paid his vacation allowance **as** provided herein.
- (b) On **the** death of an employee, the vacation allowance will be paid to the employee's estate forthwith.

16.08 If a paid holiday falls within an employee's vacation period, the employee shall, at the employee's option, be granted another day of vacation with pay in lieu thereof or be paid for the holiday. If an additional day of holiday with pay is granted to an employee in lieu of holiday pay, such day shall be taken on a date which is mutually agreeable to the employee and the Company.

## **ARTICLE 17 - PAID HOLIDAYS**

17.01 (a) The following days shall be recognized as paid holidays:

|                  |               |
|------------------|---------------|
| New Year's Day   | Good Friday   |
| Victoria Day     | Canada Day    |
| Civic Holiday    | Labour Day    |
| Thanksgiving Day | December 24th |
| Christmas Day    | Boxing Day    |
| December 31st    |               |

(b) One (1) floating holiday to be taken at a time agreed upon between the Employer and the employee. The floating holiday is in lieu of Remembrance Day,

(c) Any holiday proclaimed by the federal or provincial governments.

17.02 Employees who are required to work on any of the above named holidays will receive two times (2X) times their regular rates of pay for all hours worked in addition to pay for the holiday.

17.03 (a) If any of the abovementioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off with pay to be added on to the employee's vacation period.

(b) If any of the abovementioned paid holidays occurs during an employee's regular day off, then the paid holiday will be declared as the employee's first regular shift immediately following the paid holiday or as agreed to between the Union Committee and the Company.

17.04 For each Paid Holiday, employees shall be paid their regular day's pay.

17.05 In a week in which two (2) Statutory Holidays occur, the normal basic work week for employees shall be reduced by eight (8) hours for each holiday, or the number of working hours occurring and ordinarily observed in the days upon which the holidays occur.



## **ARTICLE 18 - HEALTH AND WELFARE**

### 18.01 **Sick Leave**

In the event an employee does not use any of his/her **two (2)** sick days leave in a **one (1)** calendar year time frame, that employee shall be granted one **(1)** more sick day during the next calendar year. This shall be understood to be a maximum of three **(3)** sick days in total during this Collective Agreement. In the event of a call-in sick day or any unauthorized day(s) off, it shall be recorded as a sick day off, from his/her sick **day** bank

### 18.02 **Ontario Employer Health Tax**

The Employer shall pay one hundred percent (**100%**) of the **cost** of the **Ontario Employer Health Tax**.

### 18.03 **Group Insurance**

The Employer agrees to prepare a Group insurance Agreement to be signed by the parties. The Group Insurance Agreement will cover the period February **1, 1996** to January **31, 1999** and will include negotiated amendments agreed to during the **1995/1996** contract negotiations.

#### **Dental Care:**

The Employer agrees to pay one hundred percent (**100%**) of the **Group Insurance and Dental Plan**. The **O.D.A.** Fee Schedule shall be one (1) year behind the current calendar year.

#### **Family Coverage:**

The employer agrees to pay one hundred percent (**100%**) of the cost of the Dental Plan for family dental coverage.

#### **Single Coverage:**

The employer agrees to pay one hundred percent (**100%**) of the cost of the Dental Plan for single dental coverage.

#### **(Optical) Vision Care:**

The Employer agrees to pay one hundred and thirty-five dollars (**\$135.00**) for member and spouse every twenty-four (**24**) months and one hundred and thirty-five dollars (**\$135.00**) for each dependant every twelve (**12**) months. This applies to eye glass lenses and frames (or contact lenses selected in place of lenses and frames).

#### **Hearing Aids:**

The Employer agrees to pay one hundred dollars (**\$100.00**) towards the cost of hearing aids every five (**5**) years for the employee only.

"Special Note\* The Government subsidy of two hundred and sixty dollars (**\$260.00**) every five (**5**) years is available for each employee.

**Group Booklets:**

**Group Booklets will be given to all employees when available after the new booklets are printed.**

**18.04 Pension Plan**

The Employer agrees to provide a Pension plan for employees. The terms and conditions of the Pension Plan are outlined in the Pension Plan for Unionized Employees of Dover Industries Limited, which forms part of this Collective Agreement. This Pension Plan document as amended from time to time, and as filed with the Pension Commission of Ontario, constitutes the terms and conditions of the Pension Plan in its entirety.

**ARTICLE 19 - GENERAL**

**19.01** The Employer will provide bulletin boards for the sole purpose of posting Union notices to its members. The bulletin boards shall be located to insure it is visible to all bargaining unit employees.

**19.02** Adequate rest rooms shall be provided and kept heated and ventilated and in a sanitary condition. The employee shall cooperate with the Employer in keeping the rest rooms in a clean and sanitary condition.

**19.03** The Employer shall reimburse the Union fifty percent (50%) of the cost of printing this Collective Agreement for all bargaining unit employees.

**19.04 (a)** If an employee is required by the Employer to take a medical and/or x-rays, the medical and/or x-rays shall be taken on Company time and at the expense of the Employer.

**(b)** As it applies to being an employee of the Company, all necessary medical examinations and/or x-rays required by a local Board of Health or governmental body shall be paid for by the Employer, where applicable, and conducted on Company time.

**19.05 (a)** The Company will reimburse up to ninety-five dollars (\$95.00) per calendar year, with proper receipts, to all employees who are required to wear safety shoes.

**(b)** Employees required to wear uniforms will be supplied with four (4) pairs of work pants and four (4) work shirts on completion of their probationary period. By April 1st of each year, the above employees will receive an additional two (2) pairs of work pants and two (2) work shirts. Appropriate outer wear will be provided as applicable.

**19.06** Where an employee is required to bring his own manual tools, the Company agrees to replace any such tool that is broken or worn out on the job. The Company Will maintain insurance in case of loss of tools due to fire or theft while on Company property.

X

**ARTICLE 20 - DURATION**

20.01 This Agreement shall remain in force and effect from February 1, 1999, until January 31, 2002 inclusive and beyond the expiry date until the earlier of:

- a ratified renewal
- a legal strike or lockout

20.02 Either party may give the other party notice of renewal and/or amendment of this Agreement at any time within ninety (90) days prior to the expiry of this Agreement. The parties shall meet within fifteen (15) days of such notice being received.

Dated this 13 day of Oct, 1999.

**FOR THE UNION**

J.A. Whitaker  
[Signature]  
[Signature]  
[Signature]

**FOR THE EMPLOYER**

[Signature]  
[Signature]  
[Signature]

**SCHEDULE "A"**

**Wages & Classifications**

| <u>Classifications,</u>          | <u>effective</u>        | <u>effective</u>        | <u>effective</u>        |
|----------------------------------|-------------------------|-------------------------|-------------------------|
|                                  | <u>February 1, 1999</u> | <u>February 1, 2000</u> | <u>February 1, 2001</u> |
| <i>First Miller (qualified)</i>  | \$18.19                 | \$18.55                 | \$19.01                 |
| <i>Second Miller (qualified)</i> | \$16.63                 | \$16.96                 | \$17.38                 |
| <i>Trainee Miller</i>            | \$15.21                 | \$15.51                 | \$15.90                 |
| <br>                             |                         |                         |                         |
| <i>Silo Operator</i>             | \$15.60                 | \$15.91                 | \$16.31                 |
| <i>Mixer Operator</i>            | \$15.54                 | \$15.85                 | \$16.25                 |
| <i>Lift Truck Driver</i>         | \$15.43                 | \$15.74                 | \$16.13                 |
| <i>Truck Helper</i>              | \$15.21                 | \$15.51                 | \$15.90                 |
| <i>Material Handler</i>          | \$15.21                 | \$15.51                 | \$15.90                 |
| <i>Packer</i>                    | \$15.21                 | \$15.51                 | \$15.90                 |
| <i>Cleaner</i>                   | \$13.04                 | \$13.30                 | \$13.63                 |
| <br>                             |                         |                         |                         |
| <i>Maintenance A</i>             | \$18.19                 | \$18.55                 | \$19.01                 |
| <i>B</i>                         | \$16.63                 | \$16.96                 | \$17.38                 |
| <i>C</i>                         | \$15.21                 | \$15.51                 | \$15.90                 |
| <br>                             |                         |                         |                         |
| <i>Laboratory Technician</i>     | \$13.36                 | \$13.63                 | \$13.97                 |
| <br>                             |                         |                         |                         |
| <i>Truck Driver (tractor)</i>    | \$16.04                 | \$16.36                 | \$16.77                 |
| <i>Truck Driver (tandem)</i>     | \$16.04                 | \$16.36                 | \$16.77                 |
| <i>Truck Driver W/H Man</i>      | \$16.04                 | \$16.36                 | \$16.77                 |
| <br>                             |                         |                         |                         |
| <i>Accounts Payable/Payroll</i>  | \$31,238.66             | \$31,863.44             | \$32,660.02 /yr         |
| <i>Accounts Payable</i>          | \$30,377.94             | \$30,985.49             | \$31,760.13             |
| <i>Traffic Coordinator</i>       | \$30,377.94             | \$30,985.49             | \$31,760.13             |
| <i>Sales Order/Invoice</i>       | \$25,321.29             | \$25,827.71             | \$26,473.40             |
| <i>Receptionist/Clerk</i>        | \$21,301.73             | \$21,727.77             | \$22,270.96             |

All pay rates will be reduced by ten percent (10%) during employee's probationary period.

An across the board increase with full retroactive pay for all hours worked or paid.

Effective February 1st 1999 - 2% increase. Effective February 1st, 2000 - 2% increase. Effective February 1, 2001 - 2.5% increase,

## Truck Drivers' Commission will be as follows:

| Depart from        | Destination                                   | Minimum  | 13 to 23 tonne | 23 - 30 tonne | 30 to 36 tonne                       | over 37 tonne    |
|--------------------|---|----------|----------------|---------------|--------------------------------------|------------------|
| Cambridge          | Cambridge/Kitchener/Guelph                    | \$57.50  | \$3.14         | \$2.61        | \$2.24                               |                  |
| Cambridge          | Burl./Hamilton/Brant./Listowel                | \$62.73  | \$3.45         | \$3.34        | \$3.34                               |                  |
| Cambridge          | London/Toronto/Simcoe                         | \$78.41  | \$4.18         | \$3.34        | \$3.34                               | \$3.17 (Toronto) |
| Cambridge          | Barrie/Niagara Region/Welland                 | \$94.10  | \$4.50         | \$3.98        | \$3.34                               |                  |
| Cambridge          | Chatham/Ridgetown                             | \$102.46 |                | \$4.13        |                                      |                  |
| Cambridge          | Peterborough/Trenton/Windsor                  | \$133.82 |                | \$5.40        | \$5.40                               | \$5.13 (Trenton) |
| Cambridge          | Ottawa/Sudbury                                |          |                | \$9.34        | \$9.34                               |                  |
| Cambridge          | Montreal                                      |          |                | \$12.68       | \$12.68                              |                  |
| Cambridge          | U.S.A. - Michigan                             | \$235.24 |                |               |                                      |                  |
| Trenton            | Chatham                                       |          |                | \$9.34        |                                      |                  |
| <b>Additional:</b> | 1) Stops: effective With 2nd stop             |          |                | \$5.00        | per stop                             |                  |
|                    | split load for Bulk Only                      |          |                | \$50.00       |                                      |                  |
|                    | 2) Bonus: <i>each</i> load after 5th per week |          |                | \$6.50        | (Stat. Holiday = after 4th per week) |                  |
|                    | weekend trip total                            |          |                | \$20.00       | Sat. and/or Sun.                     |                  |
|                    | statutory holiday                             |          |                | \$20.00       |                                      |                  |
|                    | 3) Interior Tanker Drying                     |          |                | \$50.00       |                                      |                  |
|                    | 4) Balmoral Whse Run                          |          |                | \$16.73       |                                      |                  |
|                    | 5) Minimum payment per load                   |          |                | \$25.00       |                                      |                  |
|                    | 6) Hourly Rate                                |          |                | \$15.73       |                                      |                  |

**LETTER OF UNDERSTANDING**

**BETWEEN :** DOVER FLOUR MILLS  
a Division of Dover Industries Limited,  
Cambridge, Ontario

- and -

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 175**

**Re: Present Lab Employees**

Present Lab employees, as of date of ratification, will be allowed to continue their present work schedule of seven (7) hours per day and thirty-five (35) hours per week, if they so choose.

New Lab employees (new hires or employees transferring into the Lab) will be on a normal work schedule as described in Article 16.01 and receive overtime as described in Article 16.09.

DATED THIS 13 DAY OF OCT, 1999.

FOR THE UNION

FOR THE EMPLOYER

*J.A. Whithaker*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*

LETTER OF UNDERSTANDING

**BETWEEN:**            **DOVER FLOUR MILLS**  
                              **a Division of Dover Industries Limited,**  
                              **Cambridge, Ontario**

- and -

**UNITED FOOD AND COMMERCIAL WORKERS**  
**INTERNATIONAL UNION, LOCAL 175**

**RE: Commission Drivers**

Commission Drivers will be entitled to request and receive on a weekly basis, an advance of their monthly earnings, as long as the advance does not exceed their expected monthly earnings. The balance of commission earnings for the month will be paid to them shortly after the end of each month.

DATED THIS 13 DAY OF Oct, 1999.

**FOR THE UNION**

**FOR THE EMPLOYER**

|   |   |
|---|---|
| <p><u>J. A. Whitaker</u><br/><u>[Signature]</u><br/><u>[Signature]</u><br/><u>[Signature]</u></p> | <p><u>[Signature]</u><br/><u>[Signature]</u><br/><u>[Signature]</u></p> |
|---|---|

[Signature]

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**BETWEEN:**            **DOVER FLOUR MILLS**  
                              **a Division of Dover Industries Limited,**  
                              **Cambridge, Ontario**

- and -

**UNITED FOOD AND COMMERCIAL WORKERS**  
**INTERNATIONAL UNION, LOCAL 175**

**RE: CDI's (Outside Agency Personnel)**

The parties agree that agency personnel may be used to replace absent employees within the bargaining unit on a one (1) for one (1) basis and to be used on entry level positions only, unless no one else qualifies or wishes to transfer. Absent employees will be defined as employees absent due to illness, WCB, vacation, leaves of absence, and negotiations.

DATED THIS 13 DAY OF Oct, 1999.

**FOR THE UNION**

**FOR THE EMPLOYER**

J.A. Whitaker  
[Signature]  
[Signature]  
[Signature]

[Signature]  
[Signature]  
[Signature]



**LETTER OF UNDERSTANDING**

**BETWEEN:** DOVER FLOUR MILLS  
a Division of Dover Industries Limited,  
Cambridge, Ontario

- and -

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 175**

**RE: Overtime in the Warehouse Department**

The Parties agree in the event of overtime in the warehouse that reflect Truck Driver's classification overtime, it will be performed only by posted Truck Drivers as per the Estoppel established in the workplace.

The Parties further agree in the event of overtime in the warehouse that reflect Warehouse Worker's classification overtime, it will be performed only by posted Warehouse Personnel, as per the Estoppel established in the workplace.

DATED THIS 13 DAY OF Oct, 1999

FOR THE UNION

FOR THE EMPLOYER

J.A. Whitaker  
[Signature]  
Fred Luckhardt  
[Signature]

[Signature]  
[Signature]  
[Signature]

[Signature]

**LETTER OF UNDERSTANDING**

**BETWEEN:**            **DOVER FLOUR MILLS**  
                              **a Division of Dover Industries Limited,**  
                              **Cambridge, Ontario**

**- and -**

**UNITED FOOD AND COMMERCIAL, WORKERS**  
**INTERNATIONAL UNION, LOCAL 175**

**RE: Replacement of First Millers:**

All replacement of First Millers will be offered to Second Millers on a rotating basis to ensure all Second Millers have opportunities to perform First Miller functions.

DATED THIS 13 DAY OF OCT, 1999.

**FOR THE UNION**

**FOR THE EMPLOYER**

J. A. Whittaker

Bob Campbell

[Signature]

[Signature]

[Signature]

[Signature]

**LETTER OF UNDERSTANDING**

**Between:**

**DOVER FLOUR MILLS**  
a Division of Dover Industries Limited,  
Cambridge, Ontario

- and -

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 175**

**RE: REFUSAL OF UNSAFE WORK**

Dover Flour Mills is committed to protecting the health and physical well • being of its employees.

In the event that the existing worker protection **is** removed by **new** legislation, Dover Flour Mills will sit with the Union and develop a procedure **to** deal with instances of an employee, or employees, regarding assigned **work as** being unsafe. Without restricting the content of that procedure, it **will** contain the following elements: ,

Securing an **alternative** to Ministry of Labour Inspector • Dover Flour Mills will undertake to retain a qualified occupational health & safety professional who is able to respond in a prompt manner and at a reasonable **cost** to instances of an employee **or** employees, regarding assigned work **as** being unsafe.

Avoiding excessive delays **in** production • Dover Flour Mills **will** retain the **right** to have a member, or members **of** management to perform the work until the qualified occupational health & **safety** professional has completed the necessary **analysis**,

**Ensuring** a reasonable system • In the event **on** employees **work** refusal **is** found to be frivolous, illegitimate, **and/or** **fictional**, the Company will act in accordance with Article 4 of this 'Collective Agreement.

Dated this 13 day of OCT, 1999.

FOR THE UNION

FOR THE EMPLOYER

*J.A. Whitaker*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*

**LETTER OF UNDERSTANDING**

**BETWEEN:**            **DOVER FLOUR MILLS**  
a Division of Dover Industries Limited,  
Cambridge, Ontario

- and -

**UNITED FOOD AND COMMERCIAL WORKERS**  
**INTERNATIONAL UNION, LOCAL 175**

**RE: Casual Workers Service Date: Rob Basha, Gord Coffin, Jim Martin,**  
**George Ferreira and Kevin Martin**

Both Parties agree the five (5) employees that were made full-time in the bargaining unit, that their service date will be backdated to March 1, 1991 as was agreed to in the first set of negotiations between the Company and the Union.

The Parties further agree that in the event of a layoff of the above five (5) employees the following shall apply:

Employee's in the reverse order of their starting date with the Company shall be the order of lay-off. The Articles 13.01 13.02 13.03 13.04 and 13.05 of this Collective Agreement will also be adhered to.

DATED THIS 13 DAY OF OCT, 1999.

FOR THE UNION

FOR THE EMPLOYER

  
  


  
  
  
