

# **UNIFOR**

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# **COLLECTIVE AGREEMENT**

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**Between**

**PARMALAT CANADA INC.  
Mitchell, Ontario**

**and**

**UNIFOR  
AND ITS LOCAL 462**

**November 1, 2014 to October 31, 2017**

## TABLE OF CONTENTS

Article 1—Purpose .....	1
Article 2—Recognition .....	1
Article 3—Management Rights.....	1
Article 4—Union Committee .....	2
Article 5—Grievance Procedure.....	4
Article 6—Arbitration .....	5
Article 7—Seniority .....	6
Article 8—Leave Of Absence .....	10
Article 9—Discharge.....	11
Article 10—Hours Of Work.....	11
Article 11—Paid Holidays .....	18
Article 12—Union Security.....	19
Article 13—Vacations .....	20
Article 14—Miscellaneous .....	21
Article 15—No Strike Or Lock-Out .....	24
Article 16—Laboratory.....	24
Article 17—Wages & Classifications.....	25
Article 18—Severance.....	25
Article 19—Work By Supervision .....	25
Article 20—Paid Education Leave.....	26
Article 21—Social Justice Fund.....	26
Article 22—Harassment .....	26
Article 23—Duration Of Agreement.....	26
Appendix “A” .....	28
Appendix “B” .....	30
Article 1—Probation Period.....	30
Article 2—Management Rights .....	30
Article 3—Union Committee .....	30
Article 4—Grievance Procedure .....	30
Article 5—Arbitration .....	30
Article 6—Seniority .....	31
Article 7—Full Time Vacancies.....	31
Article 8—Leave Of Absence.....	32
Article 9—Discharge .....	32

Article 10—Hours Of Work .....	32
Article 11—Paid Holidays .....	33
Article 12—Vacation .....	34
Article 13—Miscellaneous .....	34
Article 14—Severance .....	34
Article 15—Union Security .....	35
Article 16—No Strike Or Lockout.....	35
Article 17—Wages .....	35
Appendix “C” .....	36
Appendix “D” .....	39
Letter Of Understanding #1 .....	40
Letter Of Understanding #2 .....	41
Letter Of Understanding #3 .....	42
Letter Of Understanding #4 .....	43
Letter Of Understanding # 5 .....	44

## **COLLECTIVE AGREEMENT**

**BETWEEN: PARMALAT CANADA INC - Mitchell**  
(hereinafter called the "Company")

**AND UNIFOR, LOCAL 462** (hereinafter called the "Union")

### **ARTICLE 1—PURPOSE**

- 1.01 Both parties agree that the general purpose of the Agreement is to promote the mutual interests and welfare of the Company and the employees.
- 1.02 It is the desire of all parties to this Agreement to cooperate in maintaining a harmonious relationship between the Company and its employees, and to provide an amicable method of settling differences or grievances having to do with the interpretation or violation of this agreement.

### **ARTICLE 2—RECOGNITION**

- 2.01 The Company recognizes the Union as the sole collective bargaining agent for its employees at Mitchell, Ontario save and except supervisors, persons above the rank of supervisor, and office staff.

### **ARTICLE 3—MANAGEMENT RIGHTS**

- 3.01 The union recognizes and acknowledges that the management of the Company and its facilities and direction of the working forces are fixed exclusively in the Company and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:
- a) maintain order, efficiency and discipline;
  - b) make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices to be observed by the employees;
  - c) determine the location of operations, their expansion or curtailment, the direction of the work force, the schedule of operations, the number of shifts, the methods and processes to be employed, job content, quality and quantity standards, the establishment of work on job assignments, job classifications, the subcontracting of work, the qualifications of an employee to perform any particular job, the nature of tools, equipment and machinery used;
  - d) use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes;

- e) determine the number of employees needed by the employer at any time, the number of hours to be worked, starting and quitting times;
- f) have sole and exclusive jurisdiction over all operations, buildings, machinery and equipment; and
- g) select, hire and control the working forces and employees, to transfer, assign duties, promote, demote, classify, lay-off, recall, retire, suspend, discharge, or otherwise discipline employees, provided that a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of the Agreement may be the subject of a grievance and dealt with as hereinafter provided. Demotion shall not be used as a disciplinary measure.

3.02 The Company agrees that the above rights are to be exercised subject to the applicable provisions of this Agreement, including the grievance procedure.

#### **ARTICLE 4—UNION COMMITTEE**

4.01 The Company agrees to recognize up to six stewards plus the Chairperson, to represent groups of employees including laboratory and part-time employees.

- a) After obtaining permission from his/her supervisor, a Steward shall be permitted, during regular working hours, to leave his/her regular duties without loss of pay in order to investigate or process a grievance.
- b) If it is necessary for a Steward to leave his/her own area and proceed into another area for purposes of investigating or processing a grievance he/she must first obtain permission from the Supervisor of that area.

4.02 a) There shall be a Grievance Committee which shall be drawn from the Steward group. The Chairperson, Vice Chairperson, and Secretary, plus the grievor and his/her own Steward will attend third step grievance meetings.

There shall be a Negotiating Committee, which shall be composed of the Chairperson, Vice Chairperson, Secretary, and two Stewards.

There shall be a Labour-Management Committee composed of the Chairperson and up to four stewards. The Labour-Management Committee will meet once per month.

There shall be a Joint Health and Safety Committee with Union representation of four employees and an equal number of Management representatives.

The parties agree to recognize that the role of the women's advocate will be served by a Unifor female member either elected or appointed by the union. The Unifor female representative will meet with members as required to discuss problems they may have and refer them to the appropriate community agency when necessary. Such meetings should not happen while employees should otherwise be working. The women's advocate will participate in a 5 day basic training program and the union will be responsible for all associated costs including lost wages.

The Union and Company may also form such other committees as are required and will establish the mandate and composition of such committees prior to their creation.

- b) Employees and Stewards will be compensated for time at Committee meetings.
  - c) The Stewards group may meet to conduct the business of representation as is reasonable. The Company will compensate up to seven Stewards, including the Chairperson, for such meetings.
  - d) The Union chair or his/her designate will have super seniority, meaning he/she will not be on lay off, as per article 7.06, so that he/she may be present to deal with any issues that may arise in the workplace during the lay-off.
- 4.03 All Stewards and Union members of the Negotiating, Grievance, Safety and other Committees shall have at least one year's seniority with the Company, and shall be regular employees of the Company during their terms of office.
- 4.04 The names of the Stewards and Alternates and the Union representatives on the Negotiating, Grievance and Safety Committee from time to time selected, shall be given to the Company in writing. The Company shall not be required to recognize any such steward or Union selected representative until it has been notified in writing by the Union of the name of same.
- 4.05 A Union Steward, in the facility, chosen by the employee concerned, shall be present when any member of the bargaining unit:
- a) is accused of a serious breach of conduct or suspected of dishonesty and is questioned regarding the accusation in the presence of more than one management person, or,
  - b) is given a formal, official reprimand in the presence of more than one management person, or,
  - c) is demoted, suspended or discharged for disciplinary reasons.

- 4.06 The Company shall provide the Local Union with the following information:
- a) The following seniority lists will be supplied to the Union and posted on the bulletin boards in the months of January, April, July and October of each year.
    - 1) Full-time employees
    - 2) Part-time employees
  - b) copy of job postings and posting awards,
  - c) copy of written notice of any disciplinary action taken against an employee,
  - d) copy of the Company's rules and regulations and disciplinary procedures.

## **ARTICLE 5—GRIEVANCE PROCEDURE**

- 5.01 Should any dispute arise between the Company and an employee involving the meaning, interpretation, application or alleged violation of the collective agreement, an honest effort shall be made by both parties hereto to settle immediately and without delay such disputes or trouble in respect to which the following steps shall be used:

### **STEP 1**

The employee concerned shall discuss the matter with his or her Supervisor or with the Supervisor's designated representative.

### **STEP 2**

If the Supervisor fails to resolve the matter to the satisfaction of the employee, the employee assisted by his or her steward, shall state the grievance in writing and present it to the Plant Manager or his/her designated representative at a meeting to be scheduled at a time suitable to the attending parties. The Plant Manager or his/her designated representative shall reply in writing within five (5) days following the meeting.

### **STEP 3**

If the above reply is not satisfactory to the Employee concerned, the grievance shall be discussed at a meeting of the grievor, Grievance Committee, the Plant Manager (or designated representative) and a Management Committee. A National Representative of the Union shall be present at this meeting at the request of either party.

- 5.02 If the grievance is not settled to the satisfaction of the employee, then either party may request that the matter be referred to Arbitration in accordance with Article 6 of this Agreement.

- 5.03 To ensure prompt handling of any alleged grievance, the grievance shall be submitted within five (5) days from the date of the incident. Not more than five (5) days shall be allowed for consideration under each successive step, except by mutual agreement between the Company and the Union, until the matter is brought to arbitration.
- 5.04 Any grievance not appealed from the decision in any step in the grievance procedure within the aforementioned time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. If the Company fails to reply within the aforementioned time limits, the Union shall have the right to submit the grievance at the next step.
- 5.05 (a) The Union may file a "Policy Grievance" at Step 3 of the grievance procedure. "Policy Grievance" may not be used to bypass the regular grievance procedure. A policy grievance is defined as one that alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step 1. Such policy grievance shall be filed in writing within five (5) days of the initial incident giving rise to the complaint. The grievance must be signed by the National Representative or the Chairperson or his designate.
- (b) The Company shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 3 of the grievance procedure. The grievance shall be filed in writing with the Union by senior management within five (5) days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Company and the Union within five (5) days of filing of the grievance or such other time as may be mutually agreed. The grievance shall be answered in writing by the Union within five (5) days of such meeting.
- 5.06 All times specified in this Article are exclusive of Saturdays and Sundays.

## **ARTICLE 6—ARBITRATION**

- 6.01 The party requesting arbitration shall advise the other party in writing stating the issue to be arbitrated and the provision or provisions of the Agreement alleged to be violated.
- 6.02 Within five (5) days, the other party shall acknowledge such request and the parties, within a further period up to thirty (30) calendar days will attempt to agree upon an arbitrator. If the parties cannot agree on an arbitrator, either party may apply to the Ministry of Labour for the Province of Ontario to appoint an arbitrator.



- 6.03 The arbitrator so appointed shall not be empowered to alter or change the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms of this Agreement, but shall base its decision on the contractual rights of the parties as disclosed by this Agreement.
- 6.04 The parties shall jointly and equally bear the costs and expenses of the arbitrator.
- 6.05 The proceedings before the arbitrator shall be expedited by the parties hereto, and the decision of the arbitrator, if within their terms of reference, shall be binding on the parties hereto and on the employee concerned.

## **ARTICLE 7—SENIORITY**

- 7.01 Full-time employees shall serve a probationary period of 90 days within a twelve (12) month period and shall have no seniority rights during this period. Upon completion of this probationary period, the employee shall have seniority dated back to the most recent date of hire as a full-time employee. New full time hires that start on the same day will have their seniority determined by alphabetical order of their last name. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement.
- 7.02 For regular full-time employees, seniority is defined as length of continuous service with the Company in the bargaining unit including such additional time as required or granted for vacations, leave of absence, sickness and accident, and shall be recognized by the Company.
- 7.03 For regular full-time employees, seniority shall be forfeited and the employee's employment deemed to be terminated under the following conditions:
- 1) voluntary termination;
  - 2) retirement;
  - 3) discharge for just cause and not reinstated through the grievance procedure or arbitration procedure;
  - 4) failure to report for duty upon the expiration of a leave of absence;
  - 5) after 24 months of lay-off without recall;
  - 6) after three (3) consecutive days of absence from scheduled work without notifying the Company with a valid reason;
  - 7) failure to return from lay-off where an employee on lay-off has been recalled by telephone, confirmed by registered mail, and failed to advise the Company within two (2) working days of his intention to return to work, or not to return, or having so notified the Company, he does not return to work within five (5) working days of the said notification.

- 7.04 In the event that an employee is transferred out of the bargaining unit, their seniority shall be retained to the date of transfer, providing that the company allows the employee to revert to a classification covered by this Agreement. Seniority will no longer accumulate, but shall remain at the then attained figure to be applicable, should the employee, within three (3) months of their transfer, revert to a classification covered by this Agreement. In the event that there is no vacancy available, he/she shall displace the junior packer in the plant.
- 7.05 Part-time employees who are successful in obtaining a full-time position shall serve a ninety (90) day probation period. After such period, their full time seniority date will be as of the first day they moved to a full-time position. A part time employee who proves unsatisfactory during the ninety (90) day probation period will be returned to their original part time position.
- 7.06 a) In the event of the reduction in the number of employees in the bargaining unit, it shall be carried out, providing the remaining employees have the necessary qualifications and skills to perform the work required to be done, in the following sequence:
- i) Probationary employees (part-time)
  - ii) Part-time employees
  - iii) Probationary employees (full-time)
  - iv) Regular full-time employees
- b) An employee in a department who is displaced as a result of a reduction in the workforce will displace the most junior employee in the department provided that the senior employee has the present skill and ability to perform the junior employee's work. Where the senior employee is unable to perform that work or if there is no work in their department, the senior employee will displace the most junior employee in the plant. The most junior employee in the department, if displaced, will displace the most junior employee in the plant.
- c) If the position of the most junior employee in the plant is occupied by an employee possessing special skills and/or licence or where the bumped employee does not have the present skill and ability to perform the work of the most junior employee within a two week familiarization period, then the junior position for the purposes of this clause only shall be the position occupied by the next most junior employee in the plant that he/she can perform within a two week familiarization period.
- d) Where a senior employee is required to permanently displace the junior employee under Article 7.06(b), his/her rate of pay in his/her former job classification at time he displaced will be maintained while continuing to work

for a period not to exceed three (3) months or such earlier time that he/ she is either recalled to his/her former position, or is appointed to a new posting.

- e) Subject to the needs of the business, the Company will consider requests for voluntary layoffs during periods of temporary work reduction not exceeding 13 weeks.
  - f) During a period of staff reduction the Company will not assign a junior employee from a job class to perform work in another job class while a senior employee who is laid off, is available and trained to perform the required work in such other job class.
- 7.07
- a) Full-time Employees who are on layoff and assume part-time hours shall work at the part-time rate and conditions.
  - b) Employees on layoff shall be recalled from layoff in reverse order to the order in which they were laid off provided they are qualified to do the work available.
  - c) In the event a full time employee is laid off or exercises their seniority to bump to another position due to a reduction of staff in the employee's classification, then if a permanent vacancy occurs within twenty-four months following that event, the employee will be offered the first opportunity to return to their former position. If the employee declines the opportunity, the procedure in 7.08 will be followed.
- 7.08
- (a)
    - (1) Subject to 7.07(c), when a permanent vacancy occurs within the operation, the vacancy will be posted for a period of seven (7) calendar days. In filling the vacancy, the most senior applicant with reasonable skill and ability to do the required work will be given preference and will be given a training period to confirm his/her ability to perform the work satisfactorily. The name of the employee selected to fill the vacancy will be posted on the bulletin board within twelve (12) calendar days of the expiration date of the posting. The notice so posted will remain on the bulletin board for a period of seven (7) calendar days. A copy of the notice will be forwarded to the employee selected to fill the vacancy.
    - (2) The Company is not obliged to provide the training period to an employee who for physical or other reasons, does not have nor is likely to have the necessary ability for the job.
    - (3) The successful candidate will be allowed to job shadow to reconfirm their decision to accept the posting. The job shadow will be completed within twenty (20) working days. The job shadow will occur in accordance to the following schedule:

Class "K"	one (1) day
Classes "I" – "J"	two (2) days (1 days, 1 afternoons)

Classes "C"-"H" four (4) days (2 start up, 2 shutdown/wash-up)

If the employee has previously worked in the same operator class no job shadow is allowed.

- (4) Within 24 hours after completing the job shadow experience if the employee decides not to accept the posting, they will be returned to their former position. Within a further 24-hour period the next most senior applicant with reasonable skill and ability to do the required work and the Union will be notified and the same job shadow process will be followed.
- (5) The Company will endeavour to move successful candidates out of their current position to their new position based on the following schedule: Level 1 – 3 months; Level 2 – 2 months; Level 3 – 1 month; Level 4 – 2 weeks, Licenced Trades – 6 months. If unable to accommodate within these time frames, thereafter the employee will be paid at the rate of their new position.
- (6) A bid is deemed as successful when an employee has proven satisfactory in the position, which will be decided by the Company after completing the trial period of on the job training.

The trial period;

Classes "C" – "H"	80 hours
Classes "I" – "J"	40 hours
Class "K"	40 hours

If within the trial period the employee decides he/she does not want the job and has indicated this in writing to the Company, the employee shall revert back to his/her former job. This shall be considered as using one of the employee's bids under 7.08(c).

- 7.08 b) No more than three (3) full time postings will be made arising from any one vacancy.

Applicants will be considered in the following order:

- 1) Full-time employees
- 2) Part-time employees

While part-time employees will be given priority consideration over outside candidates, part-time employees will not be awarded posted full-time positions unless they have first met the Company's hiring requirements for full-time employees.

- 7.08 c) An employee who is successful in obtaining a position through the posting procedure will be denied the opportunity to bid on other vacancies based on the following schedule:

Class "C"	12 months
Class "D"-“H”	9 months
Class "I" – “J”	6 months
Class "K"	3 months

The time period shall commence from the closing date of the posting.

- 7.09 Temporary employees shall not be covered by the terms of the Collective Agreement. A "temporary employee" shall be defined as one engaged by the Company to replace a regular employee who is on leave of absence, long or short-term disability, workers' compensation, pregnancy and/or parental leave for a period which does not exceed twelve (12) continuous months.

The Union shall receive notice of persons engaged to fill in such assignments.

Where a temporary assignment exceeds twelve (12) continuous months the Company will post it as a vacancy in accordance with the collective agreement.

## **ARTICLE 8—LEAVE OF ABSENCE**

- 8.01 A leave of absence without pay, benefits, and Holiday Pay may be granted for a period of twelve (12) months or less for a justifiable cause, provided the request is made by the employee in writing to the Plant Manager and a copy given to the Union Executive. The Plant Manager will reply within ten days, in writing.
- 8.02 A regular full-time employee of the Company who is elected or appointed by the union to engage in union activity may request and be granted a leave of absence for union business up to one (1) week in accordance with section 8.01 provided such leave does not create any undue interference with the efficient operation of the plant. Such leave may be granted without pay and without loss of seniority. It is agreed that the union will pay the employees who are granted leave, while the company shall continue to maintain eligible benefit coverage during such period. Pension contributions by the company will be subject to the employee providing his contribution to the company to remit on his behalf.
- 8.03 The Union may request the Company to consider a leave of absence for a full-time regular employee to attend to union business in excess of one (1) week (or equivalent time-period) provided such leave does not create any undue interference with the efficient operation of the plant. Such granted leave shall be without pay

and without loss of seniority and the Company shall continue to maintain eligible benefit coverage during such period providing the Union pays the company for such benefits. Pension contributions by the company will be subject to the employee providing his/her contribution to the company to remit on his behalf. The Company agrees that when the employee returns to the bargaining unit it shall be to any available vacancy in his original classification at the time, or he/she shall displace the junior worker in his/her classification in the plant. Such leave of absence may be extended upon mutual agreement with minimum one (1) month notice in advance.

## **ARTICLE 9—DISCHARGE**

9.01 Should an employee with seniority status be discharged, Management shall notify the Unit Chairperson or his designate forthwith. If the employee discharged alleges that his discharge is without reasonable cause, such allegation shall be treated as a grievance commencing at Step 3 of the grievance procedure.

## **ARTICLE 10—HOURS OF WORK**

- 10.01 a) The normal work week for employees consists of 40 hours made up of five 8-hour shifts, or four 10 hour shifts by mutual agreement between the majority of employees in a department and the Company.
- b) The operation is run on a 7 day work week beginning on Sunday at 12.01 am.
- 10.02 a) All time worked in excess of forty (40) regular hours in any one week shall be paid at the rate of time and one half (1½) the regular hourly rate.
- b) All hours worked in excess of regular shift hours as defined in 10.01 (a) shall be at the rate of time and one-half(1½) the regular hourly rate.
- 10.03 All work performed on a Saturday shall be paid at the rate of time and one-half (1½) their regular hourly rate.
- 10.04 All hours worked on Sunday between 12:01 am and 12:00 midnight will be paid at double (2x) the regular hourly rate.
- 10.05 a) One (1) unpaid thirty (30) minute lunch period at such intervals as will result in no employee working longer than five (5) consecutive hours without a lunch period.
- b) One (1) paid fifteen (15) minute rest period will be granted within every four (4) consecutive hours worked as close as possible to the midpoint.

- 10.06 For the purpose of computing overtime, a statutory holiday and floating holiday shall be considered as a day worked.
- 10.07 There shall be no duplicating, compounding or pyramiding of overtime hours or premium hours or compensation.
- 10.08 An hourly shift premium of sixty-eight (68¢) cents (effective November 3, 2002 seventy cents (70¢)) shall be paid for all hours worked by full-time employees on shifts between 6:00 p.m. and 6:00 am.
- 10.09 When two (2) or more types of overtime or premium compensation are applicable to the same hours of work, only one, the greater, will be paid, except that shift premium will be paid in all cases as per 10.08.
- 10.10 Call In: An employee who is called into work by a supervisor after leaving the company's property and outside their scheduled shift shall receive four (4) hours at the employee's regular rate of pay or one and one-half (1-½) times the employee's regular rate of pay for all time worked, whichever is the greater.

All calls will be equalized, recorded and posted as done with overtime as per article 10.18.

- 10.11 Reporting: If an employee reports for work at his/her scheduled time and there is no work available for him on his/her regular job he will be given four (4) hours work at some other job, unless he/she has received previous notification not to report for work. This clause will not apply if work is not available as a result of causes beyond the reasonable control of the Company.
- 10.12 a) Employees working in a classification which carries a lower rate of pay than their normal classification will continue to be paid at the higher rate of pay for a five working day period. After the five working day period, the rate may be reduced at the discretion of the Company but in such event the employee may request and be returned to his normal classification or be laid off depending on whether work is available.
- b) An employee who works for more than four (4) hours in a classification that carries a higher rate of pay than his normal classification shall be paid at the higher rate for the balance of the shift or assignment.
- 10.13 a) The Company will post a tentative bi-weekly schedule. A weekly employee work schedule will be posted on Wednesday at 3:00 p.m. of the preceding week. Schedules are subject to change in accordance with the requirements of the business. If a change occurs after the posting on Wednesday for the following week, the affected employee will be notified by the supervisor of the change.

- b) Once posted, a production employee changed from one shift to another, other than Acts of God, unexpected changes in milk receipts, at his or her own request, with less than twenty-four (24) hours notice prior to the change taking effect, will be paid at the rate of time and one-half (1½) for the first eight (8) hours of the first shift on the new schedule.
- c) With regard to the Laboratory only, when operating circumstances render it necessary to change existing work schedules, such changes will be the subject of prior consultation with the employees and the Union.

10.14 Any shift worked without an eight (8) hour break between that scheduled shift and the employee's last scheduled shift worked shall be paid for at time and one-half (1½) the employee's regular hourly rate.

10.15 Provided the Company has been given sufficient time and notice as far in advance as possible of an error in a posted schedule or prescheduled overtime and the error is not rectified by the Company, the Employee affected will be paid for the hours in error at the appropriate rate of pay.

10.16 In the event that new job classifications are created in addition to those listed in Appendix "A" or working conditions are substantially changed during the lifetime of this Agreement, the Company agrees to meet with the Union Committee to discuss such changes.

10.17 The Union and the Company share a strong interest in the ongoing development of the Mitchell operation including the introduction of new products and/or processes. The Union and Company will work together to support activities, which promote growth and development in the Mitchell operation.

Pursuant to Section 10.16, the Company and Union agree that in the event that the introduction of new products or processes requires the creation of a new classification(s) the following will apply:

- The Company will provide as much advance notice as is possible of the projected change;
- The Company and Union will meet to develop a process for dealing with the change which includes:
  - i. Determining which classification level in the Collective Agreement the new classification(s) fall into;
  - ii. Applying the appropriate pay rates and working conditions as provided for in the Collective Agreement;
  - iii. Determining the skill requirements for employees in the new classification(s);



- iv. Determining what training would be required to enable existing employees to qualify for those positions which would be created, including the duration of training;
- v. If required, determining what options might be workable should the skill requirements and timing of the staffing be problematic with regard to filling positions with current employees;
- vi. Establishing training procedures and conditions for employees who wish to prepare for the positions;
- vii. Establishing posting procedures as required; and
- viii. Dealing with such other issues as is appropriate.

10.18 a) If overtime is required, the supervisor will follow the procedure outlined below, by first communicating with employees who have indicated their availability on the sign up sheet, except as noted under the "Exception section". If the overtime requirement can not be filled by following the 3 steps with the employees who have signed up for overtime, then the supervisor will follow the same 3 steps by communicating with employees who have not indicated their availability on sign-up sheets to work overtime.

b) When overtime is required, the following steps will be followed.

**STEP 1**

Overtime will be distributed as evenly as possible to available employees who normally perform the work required to be done.

Employees who normally perform the work are defined by their Job classification. (See table 10.18 (c) for details).

Packers are considered packers anywhere in the plant; therefore if overtime is available for a packer position, the company will distribute the overtime as evenly as possible to packers.

Operators who are temporarily performing duties other than as Operators will be replaced on overtime by operators in their classification in the first step.

Employees interested in working overtime in their classification will have to indicate their availability on the sign up sheet posted in their department. The Packer sign up sheet will be located on the board outside the bullpen.

The department sign up sheet will be put up at the same time as the schedule and will be placed beside the schedule.

Employees who do not sign the overtime sheets in their department will not be asked to work overtime in the first pass through the three steps.

Employees who do not sign the overtime sheet and employees who sign the overtime sheet but refuse to work the overtime when asked, will be charged for the hours worked by another employee.

Employees on vacation, leave of absence, sick leave and modified work are not allowed to work overtime. Those employees who are on a leave of absence or on modified work will be charged for the purpose of equalization. Those employees who are on vacation, bereavement or off due to illness or injury (not to exceed two consecutive weeks) will not be charged for the purpose of equalization. Employees who are already working when the overtime is required will be skipped on the rotation and not be charged.

An employee transferring classification will be placed on the rotation sheet with the average OT hours of the classification he/she is coming in.

Employees on vacation or coming back from vacation will have to make arrangements with their supervisor to indicate their availability to work overtime when they come back from vacation or they will be charged and not asked to work the OT.

Every time there is an overtime opportunity, the supervisor will keep track of the charged and the worked hours. When an employee on the rotation has 8 hours more than the employee following him/her, he/she will be skipped and not charged the hours in order to equalize.

A list of the overtime distributed the previous week will be posted in the department.

Should the overtime requirement not be found from within the group of employees who normally perform the work, then follow 2<sup>nd</sup> step.

## **STEP 2**

Offer to employees from the work area that is willing and qualified on the basis of seniority;

Work area is defined by production area. (See table 10.18 (c) for details).

Employees interested in working overtime in their department must indicate their availability on the sign up sheet posted in their department.

The department sign up sheet will be put up at the same time as the schedule and will be placed beside the schedule.

Employees who do not sign the overtime sheets in their department will not be asked to work overtime in the first pass through the three steps.

Should the overtime requirement not be found from within the employees from the work area, then follow 3<sup>rd</sup> step

**STEP 3**

Refer to employees on the master schedule (plant wide) who are willing and qualified on the basis of seniority.

Employees interested in working overtime outside their department must indicate their availability on the plant wide sign up sheet posted on the board outside the bullpen. Packers willing and qualified to perform operator jobs must sign the plant wide sign up sheet as well.

Employees who do not sign the plant wide overtime sign up sheets will not be asked to work overtime in the first pass through the three steps.

If the required overtime complement has still not been obtained, then the supervisor will follow the same 3 steps by communicating with employees who have not indicated their availability on sign-up sheets to work overtime. Failing this, the most junior qualified available employee from the work area will be required to perform the work.

**GENERAL**

Overtime worked outside of an employee's job classification will not be computed for the purpose of equalization.

The overtime accumulation sheets will start with a zero balance on January 1<sup>st</sup> of each year.

When calling, Supervisors will keep a log of the information in the supervisor calling sheet.

In the case where Overtime is required to commence within four (4) hours or less of the time of the call and when calling, a supervisor gets an answering machine and/or leaves a message, he/she will indicate that the employee was contacted for a overtime shift and the company will proceed to the next eligible employee. If the overtime is required to commence in more than four (4) hours after the time of the call and the supervisor leaves a message, the employee will have one (1) hour to get back to the supervisor if he/she agrees to work the overtime. The supervisor will continue to call employees until they find the required number of people. If there is a need to cancel overtime already awarded because someone has called back within the time frames specified above, the person with less overtime hours in step 1 will get the overtime, and the person with more seniority in steps 2 and 3 will get the overtime.

**Exception**

When the overtime required is less than four (4) hours, the same three-step procedure as outlined above will be followed from amongst employees who are on-site at the time. However, employees who normally perform the job and that are on site, even if they have not indicated their availability to work the overtime will be asked first. They will be charged if they refuse and their hours worked will be added to their overtime hours.

**Part-time Employees**

Part-time employees who have signed the overtime sheet and are qualified to perform the job will be asked after the supervisor has followed the first 3 steps with the employees who have signed the overtime sheets.

c) Detail table of the three steps for each job classification

<i>Work required to be done on overtime</i>	<i>1) Employees who normally perform the work (equalization)</i>	<i>2) Employees qualified from the work area (seniority)</i>	<i>3) Employees qualified from the master schedule (seniority)</i>
Class "A" Maintenance	Class "A"	Class "A"	
Class "B" Lab. Tech	Class "B"	Class "B"	
Class "C" Evaporator Operator	Class "C"	Class "C"	
Class "D" Blending Operator	Class "D"	Class "D"	
Class "E" Cream Cheese Operator (process)	Class "E"	Class "E"	
Class "F" Butter Maker	Class "F"	Class "F"	
Class "G" Special Products & Butter Printer	Class "G"	Class "G"	

<i>Work required to be done on overtime</i>	<i>1) Employees who normally perform the work (equalization)</i>	<i>2) Employees qualified from the work area (seniority)</i>	<i>3) Employees qualified from the master schedule (seniority)</i>
Class "H" Cream Cheese Packaging Operator	Class "H"	Class "H"	
Class "I" Receivers	Class "I"	Class "I"	
Class "J" Shippers	Class "J"	Class "J"	
Class "K" Packers	Class "K"	Class "K"	
Class "K" Custodian	Class "K"	Class "K"	

**ARTICLE 11—PAID HOLIDAYS**

11.01 The following days shall be deemed to be paid holidays:

- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Civic Holiday  | Remembrance Day  |

Two (2) Floating Days will be given at a time mutually agreed between the Employee and the Company. The employee will make his request at least 2 full weeks prior to the day desired and the Company will respond within 2 working days of receipt of the request. It is agreed the provisions in Article 11 of the collective agreement exceed the provisions with respect to Statutory Holidays under the Employment Standards Act (Ontario).

11.02 The Company agrees to pay all full-time employees who have completed their probationary period their regular rate on the basis of eight (8) hours or ten (10) hours as per 10.01(a) for plant employees for the above holiday, if not worked. Employees who are absent on their scheduled working day preceding or the scheduled day following the holiday shall forfeit their right to receive pay for the holiday unless absence is due to verifiable sickness or accident.

- 11.03 a) When a paid holiday occurs, the Company will attempt to arrange work schedules to give as many employees as possible the holiday. An employee required to work will be paid time and one half (1½) the regular hourly rate for the hours worked on the holiday in addition to his holiday pay. Hours worked at time and one half (1½) shall not be included in hours for the computation of overtime pay.
- b) An employee required as part of their regular schedule to work on a holiday recognized under section 11.01 may request another day off without pay, which day shall be not later than their next annual vacation and at a time mutually agreed between the employee and their supervisor.
- c) If a Statutory Holiday listed in Article 11.01 falls on a Saturday or Sunday, for employees not scheduled to work on such Saturday or Sunday, the Company will observe the holiday during the week preceding or following the holiday to best meet the needs of the business. Notice of the day to be observed as the Statutory Holiday will be posted at least one week in advance of the day.
- 11.04 An employee who is required to work on the holiday and who fails to do so without reasonable cause shall not receive holiday pay.
- 11.05 An employee receiving compensation payments or payments under the weekly Indemnity Plan is not entitled to receive Holiday Pay.
- 11.06 When a recognized holiday so provided in Article 11.01 occurs during an employee's leave of absence for greater than one (1) week, or when the employee is being covered by workers compensation benefits, the employee will not be eligible to receive holiday pay.

## **ARTICLE 12—UNION SECURITY**

- 12.01 All employees in the Bargaining Unit shall be members of the Union in good standing as a condition of employment thereof.
- 12.02 a) The Company agrees to deduct monthly Union dues from the wages of each employee in the bargaining unit and further agrees to forward the amount so deducted to a designated officer of the Union together with a list of the employees from whom such deductions have been made. The Company will implement biweekly payroll commencing
- b) Upon receipt of written authorization, the Company will deduct the amount of initiation fees from the wages payable to employees and remit such deductions to a designated office of the Union together with a list of the employees from whom such deductions have been made.

12.03 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Company.

**ARTICLE 13—VACATIONS**

13.01 a) Effective in the vacation year commencing January 1, 2000, employees who have completed the minimum service requirements listed below shall be eligible for vacation with pay as follows:

- 1 Year's service or more ..... 2 weeks  
4% of the earnings on previous T4
- 5 Year's service or more ..... 3 weeks  
6% of the earnings on previous T4
- 10 Year's service or more ..... 4 weeks  
8% of the earnings on previous T4
- 15 Year's service or more ..... 5 weeks  
10% of the earnings on previous T4
- 27 Year's service or more ..... 6 weeks  
12% of the earnings on previous T4

- b) Employees with less than one (1) year's service in the current year shall be granted one-half (½) day's vacation for each completed month of service up to a maximum of five (5) days. Pay for such vacations shall be four percent (4%) of the employee's earnings for the previous calendar year.
- c) After five (5) years of completed service, and provided the employee has not been laid off for more than thirty (30) days in the qualifying period, an employee's vacation allowance as outlined in section 13.01 will be the greater of the percentage calculation or the vacation entitlement at the employee's straight-time hourly rate based on the employee's normal work week.
- d) Part-time employees who obtain a full-time position will have their vacation credit calculated as follows: Total hours paid for while a part-time employee divided by forty (40) to give a full-time credit for the number of weeks to be credited as full-time as would apply to the full-time vacation schedule.

13.02 a) (i) Vacation schedules will be developed yearly and the process will commence with the posting of blank vacations schedules in the first week in January.

- (ii) Vacation schedules will be established as follows based upon seniority and the necessity of maintaining efficient operations:
  - By January 2<sup>nd</sup> employees will select their choice for their first two (2) weeks or less of vacation entitlement. These selections will be reviewed and approved by the Company by January 15<sup>th</sup>, following which
  - Those employees who may be entitled to additional vacation will be given until January 30<sup>th</sup>, the opportunity to indicate their choice for the balance of their vacation entitlement.
- (iii) Provided they are eligible, employees are entitled to have at least two (2) weeks vacation in the period June 1st to September 1st, inclusive.
- b) The final schedule will be posted by February 15th and no changes shall be permitted unless by mutual agreement between the affected employees and the Company;
- c) Vacations shall not be cumulative from year to year and employees shall not omit vacations and draw pay in lieu thereof.
- d) If a paid holiday falls within an employee's vacation period the employee will be allowed to schedule a day in lieu at a time that is mutually agreed upon in writing.
- e) If an employee becomes ill or injured prior to the commencement of their scheduled vacation period, the vacation will be cancelled. Following their return to work the employee may reschedule that period of vacation at a time mutually agreeable with the Company within the same calendar year.

13.03 Provided the vacation was previously scheduled and not changed within the fourteen (14) calendar days prior to the commencement of the vacation, an employee shall receive his vacation pay for the period of vacation being taken with his last regular pay prior to the commencement of his vacation. In January of each year, each employee will receive a statement of vacation pay earned for the vacation year, which is the period January 1<sup>st</sup> to December 31<sup>st</sup> of the preceding year.

13.04 Earnings with respect to the application of this article shall not include taxable benefits or workers compensation benefits or income from any other sources.

## **ARTICLE 14—MISCELLANEOUS**

14.01 Full-time

a) **PAY DAY**

The normal workweek shall be from 12:01am Sunday to 12:00 Midnight the following Saturday. Employees will be paid biweekly through a direct deposit system on Thursdays except where a holiday occurs in the week.



b) **BEREAVEMENT**

- (i) The Company shall pay up to five (5) days pay at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's spouse, child or stepchild, father, mother, or step parent, sister, brother, father-in-law, or mother-in-law;  
up to three (3) days pay at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's son-in-law, daughter-in-law, grandparents or grandchildren.  
and one (1) day's pay at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's, brother-in-law, sister-in-law, Uncle or Aunt. Payment shall be made only to the extent of regular time lost while making arrangements for and/or attending the funeral.  
When an employee is entitled to three (3) days bereavement leave, it is understood that one (1) day may be the day following the funeral. When an employee is entitled to five (5) days bereavement leave, up to four (4) days may be following the funeral.
- (ii) Bereavement pay under this section will be 8 hours or 10 hours as per 10.01(a) for plant employees.
- (iii) In the event of the death of a person as provided for above while the employee is on their scheduled vacation, any vacation days that would be coincident with any bereavement leave to which the employee would be entitled to under section 14.01(b) (i) will, at the request of the employee be rescheduled at a time mutually agreeable to the Supervisor and the employee.
- (iv) The relatives referred to in this Article are deemed to include those related through recognized common law relationships, which have been previously registered with the Human Resources Manager. In such case the employee automatically relinquishes their previous husband or wife relationship.
- (v) In the event of a death as per Article 14(b) (i) and the relative is out of province and/or country and the employee is unable to make arrangements to attend the funeral, the employee will be granted bereavement as per Article 14(b) (i), where the employee provides proof of death and relation.

c) **JURY DUTY/WITNESS**

- (i) In the event an employee is precluded from working his/her regular shift or shifts due to being called for and reporting for jury duty or to

serve as a subpoena witness, the Company shall make up the difference in pay between the amount received for jury duty and for serving as a witness and the amount the employee would have earned for working his/her regular shift.

- (ii) Employees selected for jury duty or to serve as a witness as above who are on other than the day shift, shall be assigned to the day shift for those days they are required to serve as jurors or appear as a witness.
- (iii) In order to qualify for such compensation, the employee shall give forty-eight hours prior notice to the Company that such leave is required and shall present proper evidence as to attendance and the amount received for such services.

d) **WELFARE AND PENSIONS**

The Company agrees to continue the Welfare and Pension Plans as per the attached Appendix "C".

e) **BULLETIN BOARDS**

The Union may post notices on bulletin boards provided by the Company provided management approves such notices.

f) **WORK CLOTHES**

- (i) It is agreed that the present arrangement in respect to overalls, shirts, smocks, and gloves will be continued for the duration of this Agreement.
- (ii) An employee, as a condition of employment, shall be required to wear safety footwear. The safety footwear is to be leather or rubber, steel toed, non-slip and C.S.A. approved.
- (iii) It is agreed that, the company will establish a program for footwear that will provide employees with a selection of boots from which they can choose. Employees will be able to replace worn footwear from this selection by following the process established by the Company. All employees are expected to provide reasonable care in relation to Company-provided footwear.
- (iv) The Company has implemented a laundry program for the cleaning of Company work clothes for warehouse and production personnel. This program was implemented for sanitation requirements as work clothes are, as is the present case for safety footwear, to remain on the premises at all times.
- (v) Employees working in the maintenance area are expected to provide for their own basic tool requirements. The Company agrees to provide specialized tools or equipment needed by such employees to perform their normal duties (which tools shall remain the property of the

Company). The Company also agrees to replace the basic tools of Employees as they are broken.

g) **FACILITIES**

The Company agrees to provide adequate washrooms, properly equipped, a first aid room, and adequate locker room and lunchroom facilities.

h) **HUMAN RIGHTS**

The parties agree to abide by the provisions of the Human Rights Code.

14.02 Records of discipline will be removed from an employee's personnel file after eighteen (18) months of active service from the date of issuance.

14.03 Maintenance employees required to be "On Call" for the period Friday night to and including Sunday shall receive an "On Call" payment of \$50.00.

14.04 a) Amendments to this Agreement may be negotiated any time by mutual consent, but failure to agree shall not constitute a grievance nor be submitted to arbitration.

b) In this Agreement the masculine will mean the feminine and vice-versa.

14.05 As a part of the overall effort to maintain a safe work environment, no employee will be required to work in the plant alone.

14.06 The parties agree to equally share the costs of printing Collective Agreement booklets.

## **ARTICLE 15—NO STRIKE OR LOCK-OUT**

15.01 The Company agrees that it will not lock out its employees during the term of this Agreement.

15.02 The Union and the employees agree that there will be no strike during the term of this Agreement.

15.03 The word "Lock-out" and the word "Strike" shall be deemed to have the meaning given those words in the Labour Relations Act (Ontario).

## **ARTICLE 16—LABORATORY**

16.01 The Minimum Entry Skills Requirement for Laboratory Technician classification are:

(i) B.Sc. (relevant science), or;

(ii) Two (2) years Community College (relevant science) diploma with 2 years laboratory experience or two (2) years dairy experience.

## **ARTICLE 17—WAGES & CLASSIFICATIONS**

17.01 Wages shall be paid as outlined on Appendix “A” attached.

## **ARTICLE 18—SEVERANCE**

18.01 A full-time regular permanent employee with two or more years' seniority who is permanently laid off and who has waived the right to recall shall receive severance pay based on one (1) week's pay for each complete year continuous service up to a maximum of twenty-six (26) weeks' pay.

18.02 (a) Whereas section 18.01 will not have application in the event of the permanent discontinuance of all or part of the Mitchell operation or in the event of job loss directly due to implementation of technological changes, it is agreed a full time regular permanent employee who is permanently laid off in the above situations shall be eligible for enhanced severance pay calculated on the basis of two (2) weeks regular pay per year of completed service with the Company up to the date of layoff up to a maximum of fifty-two (52) weeks pay. Such employees must relinquish seniority and recall rights upon receipt of severance pay.

(b) A full time regular employee who is laid off in excess of thirteen (13) weeks in a twenty (20) consecutive week period is entitled to severance pay as set out in this Article 18.02.

18.03 The above fulfils all the Company's obligations under the Employment Standards Act and anyone claiming severance under Section 18.01 or Section 18.02 of this Collective Agreement shall have no further claim to the Company.

## **ARTICLE 19—WORK BY SUPERVISION**

19.01 The Company shall not permit foremen, those above the rank of foremen and office staff to perform the work customarily performed by employees in the bargaining unit, except:

- a) in cases of emergency;
- b) where aid is requested;
- c) where such work is for the purpose of information, investigation, experimentation or instruction;
- d) where qualified people are not available.

## **ARTICLE 20—PAID EDUCATION LEAVE**

20.01 The Company will contribute two cents (2¢) per regular hour worked by bargaining unit employees to the education leave fund.

Said paid education leaves will be for the purpose of upgrading the employees' skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to: CAW Leadership Training Fund addressed to 205 Placer Court, North York, ON M2H 3H9.

## **ARTICLE 21—SOCIAL JUSTICE FUND**

21.01 The Company will contribute one cent (1¢) per hour worked to the C.A.W. Social Justice Fund and such contributions will be made for straight time hours worked only and will not be made for overtime hours or premium hours. Hours not worked, even though compensated in accordance with a specific provision of the Agreement and deemed to be hours worked for other purposes, shall not be considered to be hours worked for purposes of this Fund. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar quarter year. Contributions to be made payable to "C.A.W. Social Justice Fund" and remitted to the Union at 205 Placer Court, North York, ON M2H 3H9.

## **ARTICLE 22—HARASSMENT**

22.01 The Company and employees recognize their joint responsibilities in providing a work place environment for coworkers, which is free from harassment and discrimination by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, sexual orientation, or handicap as defined in the Human Rights Code of Ontario.

## **ARTICLE 23—DURATION OF AGREEMENT**

23.01 In the event any of the provisions of this Agreement shall be altered by legislation, such things will not affect the remainder of the provisions thereof.

23.02 This Agreement shall remain in full force and effect from November 1, 2014 to October 31, 2017 and from year to year thereafter except as provided by Section 23.03.

23.03 Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party not more than ninety-(90) days prior to the termination date of this Agreement.

23.04 Notwithstanding Sections 23.02 and 23.03, the Agreement shall remain in full force and effect until such time as an agreement has been reached in respect to a renewal, amendment or substitution hereof, or until such time as the parties are authorized to declare a strike or a lock-out, provided that this Agreement may be further extended from time to time by mutual agreement.

23.05 The notice required in Section 23.03 of this Article shall be sufficient if sent by registered mail addressed to the representative of the Union and if to the Company, the Director of Operations, Parmalat Canada Inc., Mitchell, Ontario.

DATED at Mitchell, Ontario this \_\_\_\_\_ day of February, 2015.

**For the Union**

**For the Company**

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**APPENDIX "A"**

**ARTICLE 1—CLASSIFICATIONS AND RATES**

1.01

<b>Effective</b>	<b>Nov 1, 2014</b>	<b>Nov 1, 2015</b>	<b>Nov 1, 2016</b>
<b>Class "A"</b> includes Electrician + PLC &Refrig B + Industrial Mechanic (Mill)	\$31.70	\$32.33	\$33.06
<b>Class "B"</b> includes persons working as Lab Technician	\$28.13	\$28.69	\$29.34
<b>Class "C"</b> includes persons working as Evaporator Operator	\$27.85	\$28.41	\$29.05
<b>Class "D"</b> includes persons working as operators in Blending	\$27.38	\$27.93	\$28.56
<b>Class "E"</b> includes persons working as operators in Cream Cheese	\$27.38	\$27.93	\$28.56
<b>Class "F"</b> includes persons working as Butter Maker	\$27.38	\$27.93	\$28.56
<b>Class "G"</b> includes persons working as operators for Special Products & Butter Printer	\$27.38	\$27.93	\$28.56
<b>Class "H"</b>	\$26.90	\$27.44	\$28.06

includes persons working as Cream Cheese Packaging Op

<b>Class "I"</b>	\$26.90	\$27.44	\$28.06
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includes persons working as Milk Receivers\*\*

<b>Class "J"</b>	\$26.90	\$27.44	\$28.06
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includes persons working as Shippers\*\*

	Nov 1, 2014	Nov 1, 2015	Nov 1, 2016
<b>Class "K"</b>			
includes persons working as custodian & packer	\$22.59	\$23.04	\$23.56

**NOTES:**

- (A) Lead Hands shall receive a twenty-five (25¢) cent per hour premium for all hours worked;
  - (B) \*\*Full time employees in possession of a valid "AZ" Driving License who are performing responsibilities that require an "AZ" driving license shall receive a fifteen (15¢) cents per hour premium for all hours worked.
  - (C) Vacation Relief Chief Operating Engineer appointed by the Company will be paid a premium of \$50.00 per week.
- 1.02 The starting rate for new employees (excluding Class "A" & "B") will be ninety (90%) percent of the rate of the job or jobs they perform. Automatic increases of five (5%) percent of the job rate will be granted on the completion of twelve (12) months credited service, twenty-four (24) months credited service, plus applicable premiums. (Effective November 1, 2014 or thereafter).



**APPENDIX "B"**  
**PART TIME EMPLOYEES**

All matters relating to regular part-time employees including their wages, hours and working conditions shall be only as set out in this Appendix "B"

The Union recognizes the Company's need for part-time employees. The Company agrees the use of such employees will not result in the layoff of a full time employee.

**ARTICLE 1—PROBATION PERIOD**

1.01 During the first four hundred eighty (480) hours worked, a part-time employee shall be considered to be on probation and as such shall not have any seniority rights. Upon completion of the probationary period, the employee's name shall be placed on the seniority list for part-time employees. The four hundred eighty (480) hours referred to in this section must be accumulated within a period of twelve (12) consecutive months. Upon determination by the Company that the employee on probation is suitable, the employee will have successfully completed his or her probationary period. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement.

**ARTICLE 2—MANAGEMENT RIGHTS**

As set out in Article 3 of the main body of the Agreement.

**ARTICLE 3—UNION COMMITTEE**

As set out in Article 4 of the main body of the Agreement.

**ARTICLE 4—GRIEVANCE PROCEDURE**

As set out in Article 5 of the main body of the Agreement.

**ARTICLE 5—ARBITRATION**

As set out in Article 6 of the main body of the Agreement.

## **ARTICLE 6—SENIORITY**

- 6.01 a) Part-time employees will accumulate seniority within their group based on the number of hours worked since their most recent date of hire. A list showing seniority standing shall be prepared each January April, July and October of each year and a copy will be sent to the union and posted.
- b) Seniority rights of a part-time employee shall cease and the employee shall cease to be employed if:
- 1) the employee voluntarily terminates his or her employment;
  - 2) the employee is discharged for just cause and is not reinstated through the grievance and/or the arbitration procedure;
  - 3) the employee has not returned or been called to work within a period of nine (9) months;
  - 4) the employee fails to return to work after a lay-off within five (5) calendar days following written notification to the last address recorded by the employee with the Company;
  - 5) retirement;
  - 6) after three (3) consecutive days of absence from scheduled work without notifying the Company with a valid reason.
- c) An employee in the full-time bargaining unit who may have their status changed so as to become a part-time employee will retain their seniority. The employee's seniority on the part time list will be either the full time seniority date converted to hours or the employee's previous part time hours worked, whichever gives the employee the most seniority. The conversion of full time seniority will be based on one (1) year equals 2080 hours.
- 6.02 In the event of the reduction in the number of employees in the bargaining unit, it shall be carried out, providing the remaining employees have the necessary qualifications and skills to perform the work required to be done, on the basis of seniority as follows:
- a) Probationary part time employees
  - b) Part-time employees

## **ARTICLE 7—FULL TIME VACANCIES**

- 7.01 a) Part-time employees who are successful in obtaining a full-time position shall serve a ninety- (90) day probation period. After such period, their full time seniority date will be as of the first day they moved to a full-time position. A

part time employee who proves unsatisfactory during the ninety (90) day probation period will be returned to their original part time position. In such case the employee's part-time seniority will be based on their previous part time seniority hours. In addition an amount equal to the average weekly hours worked as part-time during the six (6) weeks immediately prior to becoming full time will be added for each week the employee worked during the full time probation period.

- b) When more than one (1) part-time employee moves to full-time on the same day, their ranking will be determined by their seniority ranking as a part-time employee.

### **ARTICLE 8—LEAVE OF ABSENCE**

8.01 A part-time employee may request a leave of absence without pay and benefits of up to six (6) months for legitimate reasons and if such leave of absence is granted in writing, the employee's seniority shall continue to accumulate during their absence. An employee who does not return to work at the expiration of their authorized leave of absence will be considered to have voluntarily terminated.

### **ARTICLE 9—DISCHARGE**

As set out in Article 9 of the main body of the Agreement.

### **ARTICLE 10—HOURS OF WORK**

- 10.01 a) The Company will not normally use part-time employees in the place of the hiring of full-time employees and agrees that where this is deemed necessary they will meet with the Union to discuss the circumstances behind the use of such part-time employees.

Part-time employees shall not normally work more than 24 hours per week; except for work due to vacations, holidays, illness, injury, the leave of absence of a full-time employee, and temporary periods of work, which are not expected to exceed (8) consecutive weeks. The Company shall notify the Union of the anticipated duration of the period of temporary work prior to the commencement of such work. In the event a part time employee works in excess of 1600 regular hours in a calendar year a full time position will be posted and filled in accordance with the job posting provisions of the main body of the agreement.

- b) Part-time employees will be scheduled plant wide on the basis of seniority provided they are available, willing and have the ability and qualifications to

perform the work required to be done in a competent manner. Such scheduling will be maintained on one schedule.

- c) Part-time employees who have signed the overtime sheet and are qualified to perform the job will be asked after the supervisor has followed the first 3 steps with the full time employees who have signed the overtime sheets.

10.02 Part-time employees will be eligible to receive an hourly shift premium in accordance with 10.08 of the main body of the Agreement. Shift premium shall not be included for the purpose of computing overtime pay, pay for time not worked or any other premium pay.

10.03 Part-time employees required to work on a Sunday will be paid at the rate of one and one half (1½) times their regular straight time hourly rate for the hours worked on the Sunday.

10.04 The Company will post a weekly schedule for part-time employees by 3:00 p.m. on Wednesday.

10.05 a) One (1) unpaid thirty (30) minute lunch period at such intervals as will result in no employee working longer than five (5) consecutive hours without a lunch period.

b) One (1) paid fifteen (15) minute rest period will be granted within every four (4) consecutive hours worked as close as possible to the midpoint.

c) A part time employee replacing a regular full-time employee for a scheduled complete shift of eight (8) or ten (10) hours will observe the rest and lunch period schedule times normally associated with the employee they are replacing.

## **ARTICLE 11—PAID HOLIDAYS**

11.01 A part-time employee not required to work on a holiday recognized under Article 11.01 of the main body of the Agreement, shall be eligible for holiday pay at their regular straight time rate based upon the total hours worked in the previous four (4) weeks divided by 12 (to a maximum of 8).

11.02 A part-time employee required to work on a recognized holiday as provided in Article 11.01 of the main body of the Agreement shall be paid at the rate of one and one half (1½) their regular straight time hourly rate for the hours worked and, provided they report for and perform the work required. The holiday pay will be as provided in Article 11.01 of this appendix.

11.03 Part-time employees who have at least two (2) years of seniority (as per the seniority list) shall earn floating holiday pay as follows:

- Upon completion of 1000 hours paid - 1 day's pay;

These hours will be earned in the calendar year prior to the year in which the holiday pay is taken. It is understood that this floating holiday pay shall be for days not worked and does not entitle the employee to miss a day, which is scheduled. This pay is to fill in for a missed day within the Employee's regular scheduled week, not in addition to such hours as are scheduled. If un-used, this day will be paid out.

## **ARTICLE 12—VACATION**

12.01 During the current calendar year, each part-time employee shall be eligible for vacation pay provided the employee has performed work for the company during the qualifying period which commenced January 1<sup>st</sup> of the preceding year and ends December 31<sup>st</sup> of the preceding year.

12.02 a) A part-time employee will be eligible to receive during the current calendar year four (4) percent of their earnings during the qualifying period;

b) A part-time employee with one (1) or more years of seniority as of the last day of the qualifying period may request time off for vacation purposes with such time off to be scheduled at a time mutually convenient to both the employee and their supervisor.

12.03 Earnings with respect to the application of this article shall not include taxable benefits or workers compensation benefits or income from any other sources.

12.04 Effective December 28, 2008 part-time employees will be paid vacation pay earned during the qualifying period on their bi-weekly pay.

## **ARTICLE 13—MISCELLANEOUS**

13.01 If requested by a part-time employee, a leave of absence with pay shall be granted to a maximum of one (1) calendar day for the purpose of attending the funeral of a relative listed in section 14.01(b)(i) of the main body of the Agreement provided such leave is for a day on which the employee would have otherwise been scheduled to work. Payment shall be made only to the extent of regular scheduled hours lost on the day of the funeral.

## **ARTICLE 14—SEVERANCE**

14.01 In the event of the permanent discontinuance of all or part of the Mitchell operation, it is agreed a part time regular permanent employee with more than two (2) years of seniority who is permanently laid off in the above situations shall be eligible for

enhanced severance pay calculated on a prorated basis of the full time employee entitlement as set out in Article 18.02 of the main body of the Agreement in accordance with the hours they have worked in the last 52 weeks of earnings, times their years of service. The maximum severance would be \$1300.00 for any year of service. Such employees must relinquish seniority and recall rights upon receipt of severance pay.

14.02 The above fulfils all the Company's obligations under the Employment Standards Act and anyone claiming severance under this Collective Agreement shall have no further claim to the Company.

14.03 A part time employee who is laid off in excess of thirteen (13) weeks in a twenty (20) consecutive week period is entitled to severance pay as set out in this Article 14.

**ARTICLE 15—UNION SECURITY**

As set out in Article 12 of the main body of the Agreement.

**ARTICLE 16—NO STRIKE OR LOCKOUT**

As set out in Article 15 of the main body of the Agreement.

**ARTICLE 17—WAGES**

17.01 a)	Part-time			
	<b>Effective</b>	<b>Nov 1, 2014</b>	<b>Nov 1, 2015</b>	<b>Nov 1, 2016</b>
		\$19.02	\$19.40	\$19.84

17.01 b) The starting rate for new employees will be ninety (90%) percent of the rate of the job or jobs they perform. Automatic increases of five (5%) percent of the job rate will be granted on the completion of the probationary period, and completion of 2080 hours. (Plus applicable premiums). Effective to those hired November 1, 2014 or thereafter).

17.02 Part time employees in possession of a valid "AZ" Driving License who are performing responsibilities that require an "AZ" driving license shall receive a fifteen (15¢) cents per hour premium for all hours worked.

## APPENDIX "C" WELFARE PLAN

The cost of the following welfare coverage for employees and their dependants is to be paid by the Company with the employee contributing at the current rate (ie. 70 cents/\$1,000.00 plus applicable taxes).

### 1. GROUP INSURANCE

- a) Life Insurance  
Employee - two (2) x employee basic yearly earnings.  
  
Employees who retire shall receive a \$5,000 paid-up life insurance policy in addition to semi-private and major medical coverage. Retiree health benefit coverage will be available upon an employee achieving a combination of age plus service equalling 80 (including age 55).
- b) A.D. &D.  
Employee - two (2) x employee basic yearly earnings plus \$25,000 Business Travel.
- c) Dental Plan  
Basic plan with periodontic and endodontics are 100%; Restorative and orthodontic 60% (max. \$5,000.00 over 3 years).  
  
Effective on the first day an employee is actively at work coincident with, or immediately following the first of the month subsequent to the date of ratification the dental plan coverage will be based on the current O.D.A. Fee Schedule, which shall be maintained during the term of this Collective Agreement.
- d) Semi-Private Hospital Benefit Plan  
Included in the provisions of the semi-private hospital benefit plan is out of country coverage of the benefits for covered employees and dependants.
- e) Ontario Health Insurance Plan
- f) Vision Care  
Effective on November 1, 2014 the vision care benefit will be **\$250**. The benefit is effective every twenty-four (24) consecutive months for adults and every twelve (12) consecutive months for employee's children under eighteen (18) years of age.
- g) Prescription Drug benefit:  
Effective not later than December 31, 2002, the Company will arrange through its insurance carrier to provide for prescription drug cards. The current \$25.00 annual deductible will be decreased to a 35¢ deductible on each purchase with a dispensing fee cap of \$10.00.
- h) Hearing Aid Benefit  
Hearing Aid Benefit of \$500 per lifetime for active employees.

- i) 1) Weekly Indemnity Benefit Plan  
66 2/3% of Salary for 26 weeks.  
  
1<sup>st</sup> Day Accident  
1<sup>st</sup> Day Hospitalization  
4<sup>th</sup> Day Illness  
  
Benefit checks will be mailed to the employee's home by the insurance carrier.
- 2) Sick Leave  
At the commencement of each calendar year full-time, permanent, employees will receive a sick leave credit of \$510.00. Employees absent from regularly scheduled work for health reasons may draw from their credit \$170.00 for the scheduled day of work missed. At the end of the year, employees will receive a payment for the un-used amount of their original credit. Employees eligible for such a payment shall receive the payment in January of the following year. (Percentage reimbursement under this section does not necessarily indicate that the Employee has maintained an acceptable standard of attendance).
- j) Long Term Disability  
After 26 weeks 66 2/3% of salary, no cap.
- k) Pension Plan  
Name of Plan: Retail Wholesale Canada/Unifor Division Pension Plan  
Type of Plan: Defined Contribution Registered Pension Plan  
Ontario Registration Number 0423053  
Policy Number: Industrial Alliance Group Annuity  
Contract Number GA30190  
Effective Date: October 1, 1995  
Eligibility: Full-time: 1 year of continuous service  
Part-time: 2 calendar years in which the employee earns at least 35% of the YMPE each year or worked 700 hours in each year.  
  
Contribution: Members 3%  
Company 6.0% effective Nov 1, 2013  
  
Members may make Additional Voluntary Contributions (AVCs) with no company matching.  
  
"Earnings" are defined as gross compensation received by a member for services rendered to the Company, excluding taxable benefits as determined by the Company.



## **Investment**

Options: The Pension Committee determines the investment allocation.

Vesting: Immediate

Termination: A member will cease to be a member of the plan, upon termination of employment with the Company.

Members age 55 and older may commence receiving a pension whenever they choose, up to December 1<sup>st</sup> of the year in which they turn age 71.

Members under age 55 may have the value of their pension transferred to another registered pension plan or a locked-in registered retirement savings plan, or the value may be used to purchase an immediate or deferred annuity with a Canadian Life Insurance Company.

Amount of Pension: The amount to the Member's credit payable at his/her Normal Retirement Date, as set out in the Annual Member Pension Statement.

Member Statements: Annual Member Statements Summary Detailed

Retirement Date: Normal: On the first day of the month co-incident with or immediately following your 65th birthday. Early: On the first day of any month co-incident with or following your 55th birthday. A Member's pension will be reduced to reflect the early commencement. Postponed: A Member may defer the commencement of his/her pension up to December 1<sup>st</sup> of the year in which he/she turns age 71. The amount of pension payable will not increase due to the deferment of the start date, nor can it be backdated.

Normal Form of Pension: Life, Guaranteed ten years. Optional forms are also available.

**APPENDIX “D”  
SAFETY COMMITTEE**

A joint Health & Safety Committee will be established and maintained in accordance with the Occupational Health and Safety Act (1990), as amended through Bill 208.

## **LETTER OF UNDERSTANDING #1 RE: APPRENTICESHIP PROGRAM**

This letter will confirm the understanding reached by the parties during the recent negotiations for the renewal of the Mitchell plant collective agreement to the effect that during the term of the collective agreement which expires October 31, 2017.

### **Apprenticeship Training Program**

An apprentice-training program may be instituted and continued at the discretion of the Company. The selection criteria and retention of the employees as apprentices will be solely a responsibility of the Company.

#### Rates for Apprentices:

First 12 months – Class “K”  
End of 1<sup>st</sup> year – Class “H”  
End of 2nd year – Class “G”  
End of 3<sup>rd</sup> year – Class “C”  
Upon Trade Certification – Class “A”

In order to receive progressive rates, apprentice in training must maintain good standing within the apprentice-training program as required by Provincial Apprentice Program.

Selection of bargaining unit employees will be based on the following criteria:

- Pass an entrance exam selected by the company.
- Good attendance, performance & safety record
- Must agree to the terms of the tuition reimbursement agreement (must remain employed with the company for four consecutive years after successful completion of the apprenticeship program)
- Must gain entry into an accredited trades school selected by the Company
- If two or more bargaining unit candidates possess the same/equal prerequisite selection criteria, seniority will be the governing factor.

Apprentices will be provided an unpaid leave to attend the school portion of the apprenticeship program.

If an apprentice does not successfully pass any one year of the program they will be required to reimburse the company the tuition cost for that year and they will revert back to a class K position.

**LETTER OF UNDERSTANDING #2**  
**RE: UNION USE OF OFFICE SPACE AND EQUIPMENT**

During the term of the Collective Agreement which expires October 31, 2017, in the interest of maintaining good relations between the parties, the company is agreeable to extending the courtesy of allowing the in plant union executive use of an available office and current equipment. It is understood by both parties that no person in the employ of the company has a right to the use of an office or equipment and such may be withdrawn or changed as required by the company.

**LETTER OF UNDERSTANDING #3  
RE: CLASS "A" DRIVERS LICENCE**

The parties hereto agree that:

Whereas it is the responsibility of those performing duties that require an "A" provincial motor vehicle driver's license to maintain a valid "A" permit the Company will upon successful completion of the provincial licensing requirements reimburse once in every thirty-six (36) consecutive months

- The full cost of licensing fees
- the actual time spent taking the examination or two (2) hours pay, which ever is less, at the employee's regular straight time hourly rate.
- effective November 1, 2011, up to one hundred (\$100.00) dollars for payment of fees to a licensed physician for the completion of the required medical examination.

**LETTER OF UNDERSTANDING #4  
VACATION SCHEDULING ON A SINGLE DAY BASIS.**

During the first year of the renewal collective agreement, the parties agree to a trial arrangement whereby employees will be allowed to schedule up to one (1) week of vacation entitlement on a single day basis subject to the following:

- a) Employees may schedule up to one (1) week of vacation on a single day basis provided it is prescheduled and at a time agreeable with the Company. Commencing each year an employee is eligible to request single vacations days to be schedule during the period from January 30th through to May 31<sup>st</sup> of each year. Each requested single-day must normally be submitted and approved in writing on the designated Company form at least 30-days in advance.
- b) All five (5) single days will be scheduled by no later then February 15<sup>th</sup> and used by no later then May 31<sup>st</sup>.

**LETTER OF UNDERSTANDING # 5**  
**RE: COST OF DOCTOR'S NOTES**

This will confirm that in cases where the company specifically requests an employee to obtain a functional evaluation by a doctor to verify an employee's functional ability and/or restrictions to perform specified functions, the Company will pay for the cost of completing such medical notation on the Company's form, if any. Employees must provide a receipt in order to be reimbursed.

This does not apply to any other circumstances when an employee needs a note such as but not limited to: completion of forms for Weekly Indemnity benefits, Long Term Disability or any other benefit plan; notes/documents requested by any party other than the company.